



PROPERTY OPPORTUNITY NOTICE



Municipality: Kelowna

Street Address of Site: 1428 St Paul St

Posted: April 29 2024

Submission Deadline: July 29 2024

Overview

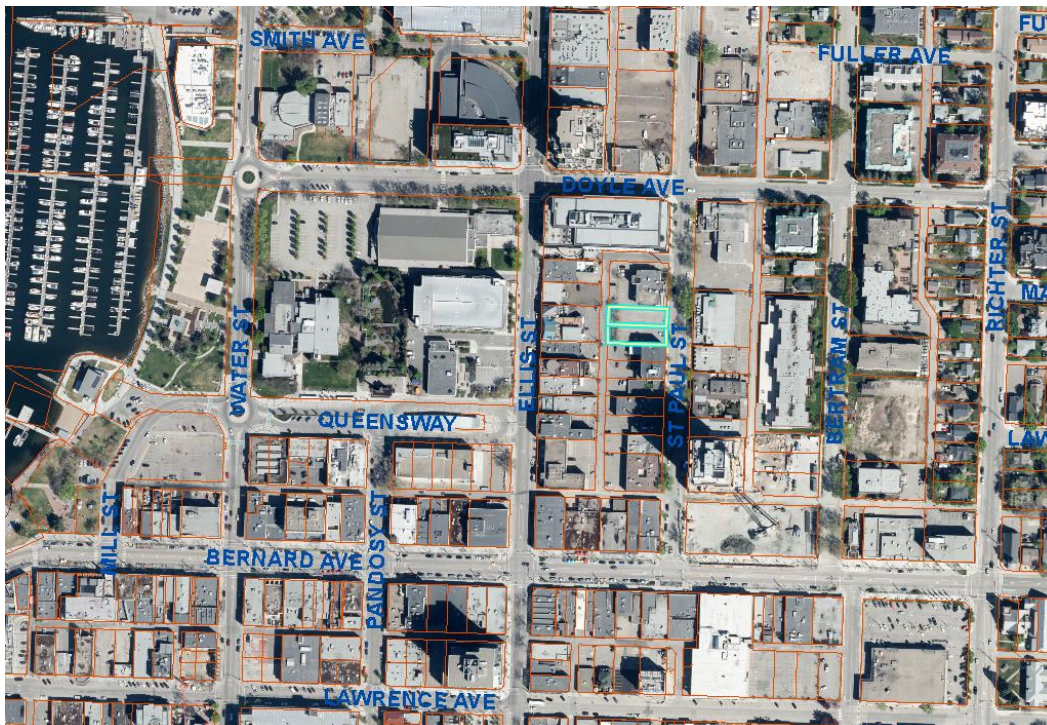
BC Builds is a rental housing program for middle income households. These are households earning a range of \$84,780 and \$131,950 per year for couples with no children for a studio or one-bedroom apartment and \$134,410 to \$191,910 per year for couples with children, needing a 2 or larger bedroom home. The aim of the program is to provide housing for households within these ranges. To help achieve this goal BC Builds can provide:

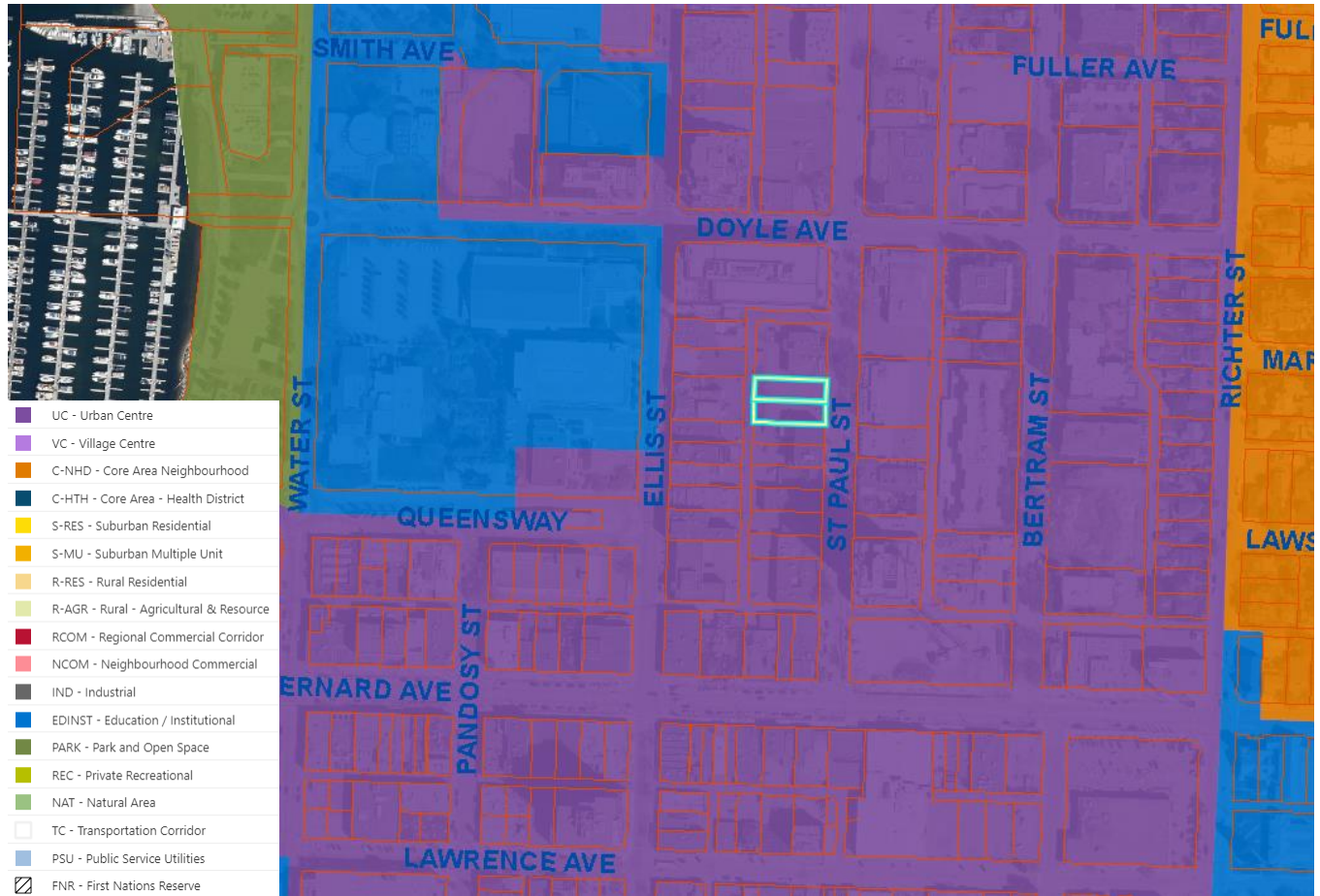
- Low-cost construction financing for buildings that are owned and operated by for-profit and non-profit developer and First Nations development corporations
- Direct access to CMHC construction financing with up to a 50-year amortization for buildings owned and operated by non-profit and private developers, as approved by CMHC
- Access to low-cost take-out financing with a 35-year amortization for buildings not approved for 50-year amortization.
- Grants of up to \$225,000 per unit for buildings owned and operated by co-operative or non-profit developers and First Nations controlled development corporations, with the goal of having at least 20% of the units at 20% below market rents. Where grants are provided, below market rents will be secured in a range of ways including a forgivable mortgage, housing agreement, section 219 covenant, or operating agreement.

Please refer to the [BC Builds Rental Supply Program Framework](#) for full program details before submitting your proposal.

Site Context

Satellite Map



Plan Map

| | |
|--|--|
| Parcel Identification (PID) | 012-101-648;012-101-664 |
| Registered Owner | City of Kelowna |
| Civic Address | 1428 St. Paul Street |
| Lot Area (Size) | 0.31 acre |
| Lot Frontage | 28.82m |
| Site Servicing | Water; Sanitary not currently serviced |
| Links to relevant planning policies (OCP, Local Area Plan, other relevant documents) | Kelowna OCP (2040 Official Community Plan City of Kelowna) Kelowna Zoning Bylaw (Index- Table of Contents (kelowna.ca)) |

Property Details

Please enter N/A for fields that don't apply to your site.

| | |
|---|--|
| Zoning | Urban Centre (UC) |
| Permitted Use Within Zoning | Reference zoning bylaw (Index - Table of Contents (kelowna.ca)). Zone requires commercial at grade. |
| Permitted Height and Density | 26 stories, 95m and base FAR of 7.2 (Index - Table of Contents (kelowna.ca)). Site will not facilitate the allowable height. City is seeking 6 storey build and is open to additional height if development is feasible (and achieves BC Build objectives) |
| Applicable Development Permit Controls | Land is appropriately zoned therefore development only requires Development Permit and Building Permit |
| Current Use | Vacant (surface parking) |
| Surrounding Use | Urban Centre (Blend or residential, commercial and institutional) |
| Environmental features (stream, creek, grades, soils etc) | None |
| Any easements or restrictive covenants on title | Fortis SRW for 2 transformers along west PL. Title and Charges noted in Appendix C |
| Community engagement requirements or expectations | Proponent is expected to follow standard best practice. As land is zoned – public engagement is not anticipated. |
| Amenity/Bonusing Requirements | Refer to zoning bylaw to seek out available bonus requirements (Index - Table of Contents (kelowna.ca)) |
| Sustainability/Energy Requirements (for anything beyond BC Building Code) | None |

| | |
|---|------|
| Accessibility Requirements (for anything beyond BC Building Code) | None |
|---|------|

Applicant Type

Please indicate which of these apply to your site. **Please check all that apply:**

- ☒ Seeking a developer **and also** a housing owner/operator and willing to enter into a long-term lease (60 – 99 years) with successful proponent with a land cost of \$0.
- ☐ Seeking a developer **and also** a housing owner/operator and willing to dispose of land to successful proponent at \$0.
- ☐ Seeking **only** a developer/builder to provide a turn-key building to an operator you've preselected.
- ☐ Owner/operator **must be** a non-profit society, co-op or First Nations development corporation.
- ☐ Owner/operator **must be** a private developer.
- ☒ Owner/operator can be either a non-profit society, co-op or First Nations development corporation or a private developer.

Additional Property Information

See Appendix A+B+C

Eligibility and Evaluation Criteria

General information

- Successful projects must break ground within 12 -18 months (depending on the complexity of the project) of the successful proponent receiving a Conditional Land Contribution Letter following the completion of the evaluation period.
- The land must be used to create new housing for middle income families as defined in the [BC Builds Rental Supply Program Framework](#).
- Eligible projects must be primarily residential but can include ground floor commercial and/or community uses and/or childcare with the non-residential components not to exceed 30% of floor area or cost.
- Land will be leased at nominal value by the landowner to the successful applicant on 60- to 99-year basis or disposed of at nominal value. Please see individual Property Opportunity Notices for details.

Equity requirements

“Equity” for the purposes of this application is defined as the financial contribution that an applicant is making to the project.

Proposals from private market developers that provide more below market units at a greater percentage below market will be given priority. To achieve this, an equity contribution will likely be required from private developers. Sites seeking a developer/builder only to provide development management services for a turnkey building to a non-profit, co-op or municipal/regional housing corporation are exempt from this equity requirement.

For non-profit and co-operative developers and First Nations controlled development corporations intending to own and operate buildings, there is no equity contribution required during the proposal submission process. However, these proponents are eligible to access capital grants of up to \$225,000 per unit. Applicants may bring additional equity or equity partners to the proposal to increase affordability. Proposals from non-profits, co-operatives and First Nations development corporation that require a lower grant per unit amount while still achieving at least 20% of the units at at least 20% below market will be given priority.

Eligibility Criteria

All proposals will be assessed first to determine qualification based on these eligibility criteria. Proposals that qualify will then be assessed according to the evaluation criteria below.

Eligible Applicant

Applicant must:

- Be registered and in good standing with the BC Corporate Registry or partner with a business or organization that is.
- Have previous property development and property management experience or engage professional third-party consultants or property management company.
- Have a plan for construction and operations that's financially viable.
- Meet equity requirements. See below.

Target Household Incomes

Project targets households in BC Builds income ranges with rents that don't require households in this range to spend more than 30% of their income on rent: \$84,780 and \$131,950 per year for couples with no children for a studio or one-bedroom apartment and \$134,410 to \$191,910 per year for couples with children, needing a 2 or larger bedroom home. *See evaluation criteria and evaluation matrix below for information about how this will be scored for applicants that are deemed eligible.*

Property Management (Applies only to properties where a housing owner/operator is being sought): Applicants must have a minimum of five (5) years' property management experience. In lieu of property management experience, applicants may hire or partner with a professional third-party property management firm or organization to help build their organization's capacity over the first five years of operation.

Real Estate Development Experience: Applicants must have successfully completed a similar project on time and within budget. Alternatively, applicants may hire or partner with a third-party developer who has experience building similar projects and/or assemble a design and construction consultant team to carry out the project.

Evaluation Criteria

Proposals received during the submission period will be ranked in comparison to other proposals. More specifically, the following criteria will be used to evaluate, rank, and determine a proposals' overall strength and level of project suitability. Please see scoring matrix below.

Financial Viability and Sustainability: The project is feasible and viable, both through capital financial assembly and ongoing operating pro-forma, as well as the project environment (geotechnical, environmental, site constraints etc.) Projects must demonstrate a means to be financially sustainable without an ongoing operating subsidy from BC Builds (BC Housing). All potential funding sources must be disclosed, including the potential to apply for financing and grant funding through BC Builds, together with details of the intended funding strategy and any supporting documentation. If the building will require an ongoing operating subsidy, the applicant must provide information about how they would provide that subsidy to the project and demonstrate how that will be in place over the life of the building.

Household incomes and rents: BC Builds targets middle-income households, with income thresholds for eligibility set at the middle-income Limits which are defined as follows:

Units with less than two bedrooms: Middle-income households are those whose gross household income does not exceed the 75th income percentile for families without children, as determined by BC Housing from time to time. The current range of middle-income households that are the target of the BC Builds program is \$84,780 and \$131,950.

Units with two or more bedrooms: Middle-income households are those whose gross household income does not exceed the 75th income percentile for families with children, as determined by BC Housing from time to time. The current range of middle-income households that are the target of the BC Builds program is \$134,410 to \$191,910.

For projects involving a mix of unit sizes, the corresponding income threshold will be applied to each unit type.

Priority will be given to projects that target household incomes as low as possible in these income ranges while still maintaining project viability without the need for ongoing operating subsidy from BC Builds.

Rents must be suitable for middle income households, as defined above.

Projects with non-profit partners, public housing corporations or First Nations-controlled development corporations receiving capital grants of up to \$225K/unit:

- Units must target eligible households for a minimum of thirty-five (35) years
- Include minimum of 20% of units rented at 20% below market for a minimum of thirty-five (35) years.

Projects with private developers:

- Units must target eligible households for a minimum of ten (10) years

The rent structure will vary depending on the characteristics of the project and whether or not funding from other partners is layered into the project. All units in the development must be rented at or below market as determined by an appraisal of current market rents in the community, and at rents suitable for eligible

households considering the location and average household income for the area but must not exceed 30% of the Middle-Income Limits in effect at time of occupancy and at unit turnover.

Speed to Market: How rapidly does the proposed timeline bring new homes to market? How realistic is the proposed timeline? Processes to speed up the development and construction timelines and innovative construction methods will be given priority.

Environmental Sustainability Considerations: Projects must be built to the BC Building Code. Priority will be given to projects that can provide additional environmental sustainability benefits while maintaining project viability.

Accessibility Considerations: Projects must be built to the BC Building Code. Priority will be given to projects that can provide additional accessibility benefits while maintaining project viability.

Unit Mix Considerations: No requirement for a particular unit mix, but priority will be given to projects that provide two- three- and four-bedroom units while maintaining project viability and staying below the per unit maximum grant amount of \$225,000 for co-operative and non-profit developers and First Nations controlled development corporations.

Equity Contribution: For private developers, does the proposed equity contribution help deliver more below market units at a greater percentage below market? For non-profit and co-operative developers and First Nations controlled development corporations, what is the lowest grant amount per unit required (up to a maximum of \$225,000) to achieve at least 20% of the units at at least 20% below market?

Scoring Matrix

| Mandatory Requirements |
|---|
| Eligible Applicant |
| Meets Target Household Incomes |
| Demonstrated Property Management Experience (if seeking operator) |
| Demonstrated Development Experience |
| Ranked Criteria (Overall Weighting) |
| Financial Viability & Sustainability (20%) |
| Amount of per-unit subsidy required (15%) |
| Percentage of units at 20% below market (15%) |
| Target Household Incomes (15%) |
| Speed to Market (15%) |
| Financial Equity Contribution (5%) |
| Unit Mix (5%) |
| Additional Accessibility Benefits (5%) |
| Additional Sustainability Benefits (5%) |

How to Apply and Proposal Submission Requirements

1. Review detailed property information, criteria and deadlines in this Property Opportunity Notice.
2. Attend an optional Property Information for this opportunity. Please see the property listings page for times and dates.
3. Contact BC Builds info@bcbuildshomes.ca if you have any questions about a Property Opportunity Notice. Please do not contact landowners directly. Doing so will result in immediate disqualification from the application process.
4. Review the [BC Builds Rental Supply Framework](#).
5. Applicants can present their submission in the form and format of their choice, with the option of using [this capital and operating budget template](#). A development schedule and typical schematic design that includes drawings and site concept plan including massing, renderings, basic floor plans, and an indication of how the building(s) is located on the property is expected as part of the proposal submission. Total submission should include no more than 20 type-written pages.
6. Letters of reference can be submitted to demonstrate experience in delivery of similar projects.
7. Proposals must be sent to info@bcbuildshomes.ca on or before the due date listed in the Property Opportunity Notice.

How long it takes

It should take several weeks (goal of 4 to 6 weeks) for BC Builds to review your project proposal and let you know if your proposal is approved. The successful proponent will be required to sign a Conditional Land Contribution agreement between the proponent, BC Builds and the landowner which lays out a 12-to-18-month timeline to securing funding, financing, Development Permit, Building permit and begin construction and a shared and collaborative approach to meeting or exceeding this timeline.

Cost

There is no cost to apply.

Additional Information

This PON is available to projects that meet and/or exceed the minimum requirements as outlined in the above criteria. Verification of project details and evaluation will determine whether a project is selected. Simply meeting the minimum requirements will not guarantee that a proposal will be selected. Applicants are responsible to provide sufficient documentation that will verify compliance with the eligibility requirements.

Note that BC Builds will consider all proposals but is under no obligation to approve any application and move forward with the PON if, in BC Builds' opinion, no suitable submissions are received.

Disclaimer

The PON is a non-binding document. BC Builds does not make any representation or provide any undertaking to prospective respondents other than to invite them to submit a proposal. This PON does not oblige BC Builds to negotiate or execute an agreement with any prospective respondents, not to grant rights of any sort to any prospective respondents and, BC Builds shall incur no liability to any prospective respondent as a result of responding this PON.

BC Builds will not be liable for, nor will it reimburse any prospective respondent for costs incurred in the preparation, submission or presentation of any proposal, for interview or any other activity that may be requested as part of the PON process.

Kelowna 1428 St. Paul Street Property Opportunity Notice - UPDATE July 23 2024

Q1: For First Nations controlled development corporations is the federal indigenous business directory <https://services.sac-isc.gc.ca/REA-IBD/?lang=eng> the correct directory that we need to business to be registered on?

A1: There is no requirement to be registered on a directory; the requirement is that the development corporation is fully owned by a First Nation.

Q2: Does the grant money come from BC Housing, or a separate entity?

A2: The BC Builds grants would come through BC Housing.

Q3: Is there anything specific required in the proposal for the grant application, or do we simply need to clearly state how much grant money we would be applying for?

A3: The per unit grant amount should be calculated based on the amount of funding required to get 20% of units to 20% below market. In other words, what is the equity gap in the project when 20% of units are dropped to 20% of market? Divide this equity gap by the *total* number of units in the building and that is the per unit grant, which is applied to each unit in the building, not only the 20% of units at 20% below market. The *lower* the per unit grant amount (achieved through the contribution of additional equity by applicants or other mechanisms) the more points awarded.

ADDENDUM: Kelowna 1428 St. Paul Street Property Opportunity Notice Update July 4 2024

Q: When does the lease start and is the successful applicant able to collect income from the existing parking lot until start of construction?

A: City would be looking to enter into the non-market lease agreement on the land in the fall of 2024 (subject to Council approval). City would have a lease back of the parking to keep revenue with the City until construction.

Q: Is there a clean environmental preliminary stage 1 investigation?

A: No environmental phase 1 available.

Q: Are there expedited municipal approval timelines for the successful applicant?

A: Yes. The successful applicant and the City are expected to work together to have construction start within 12-18 months of the applicant being selected, the exact time from (between 12 and 18 months) depends on the complexity of the site and the project.

Appendix A – Additional Property Information

1. *Land is currently two zoned parcels. City has engaged the legal surveyor and will be moving forward with lot consolidation.*
2. *City has procured consultant to provide preliminary Geotech on site and will provide when available.*
3. *City has prepared Development Engineering Memo (Appendix B)*
4. *Title and associated charges noted below (Appendix C)*

Appendix B – Development Engineering Memo

CITY OF KELOWNA

MEMORANDUM

Date: March 15, 2024
File No.: Real Estate Services – Circulation Request
To: Real Estate Services (BW)
From: Development Engineering Manager (NC)
Subject: 1428 St Paul St

The Development Engineering Department has the following comments associated with this request. The following Works and Services would be required of a development at time of Building Permit.

The Development Engineering Technologist for this file is Sarah Kelly (skelly@kelowna.ca).

1. GENERAL

- a. The following comments and requirements are valid for a period of one (1) year from the reference date of this memo, or until the application has been closed, whichever occurs first. The City of Kelowna reserves the rights to modify some or all items in this memo if an application for Building Permit is not made within this time.
- b. This proposed development may require the installation or modification of centralized mail delivery equipment. Please contact Arif Bhatia, Delivery Planning Officer, Canada Post Corporation, 530 Gaston Avenue, Kelowna, BC, V1Y 2K0, (250) 859-0198, arif.bhatia@canadapost.ca to obtain further information and determine requirements.
- c. All City Trees must be protected as per Bylaw 8042 Schedule C – Tree Barrier and Installation Policy requirements. Removal of City Trees will require prior approval of the City's Urban Forestry Supervisor and may be subject to replacement, at a minimum two for one ratio, and compensation payment as per the City of Kelowna Equitable Compensation as defined in Section 8.2 of Bylaw 8042.
- d. There is a possibility of a high groundwater table or surcharging of storm drains during major storm events. Non-basement buildings may be required. This should be considered in the design of the onsite system, lot grading, and minimum basement elevations.
- e. Comments and requirements contained herein assume the subject properties will be consolidated into a single lot.

2. DEVELOPMENT PERMIT COMMENTS AND SITE-SPECIFIC REQUIREMENTS

- a. All vehicle access to the subject property must be from the lane.

i. Existing driveway on St Paul St must be removed.

- b. A Transportation Assessment is required of this development to assess connectivity with and impacts to the surrounding transportation network including. The results of this assessment may inform additional requirements including equitable contribution towards signalization of the intersections between Doyle Ave & St Paul St, Doyle Ave & Bertram St, and Doyle Ave & Richter St. Please contact the development technologist for this file to obtain terms of reference for completing the analysis.
- c. Approximately 0.8 m road dedication along the entire frontage of the Lane is required to achieve a ROW width of 7.6 m in accordance with OCP Functional Road Classification objectives.

3. DOMESTIC WATER AND FIRE PROTECTION

- a. The subject property is located within the City of Kelowna Water Supply Area. Our records indicate that this property is not currently serviced. Only one service connection will be permitted.
- b. The Developer's Consulting Engineer will determine the domestic water servicing and fire protection requirements for this development. If upgrades are necessary to achieve adequate servicing or fire protection, the Developer must complete any such upgrades at their cost and any obsolete services must be fully decommissioned at the main.
- c. The Developer must demonstrate that both the calculated FUS fire flow demand and the internal building sprinkler demand of the proposed development does not exceed the lesser of the available fire flow from the City's network and the Bylaw 7900 requirement of 150 L/s for High-Density Residential.
- d. The City estimates that the minimum fire flow of 150 L/s for High-Density Residential, in accordance with Bylaw 7900 standards, is available from the watermain fronting the subject property, given our modelling assumptions. The Developer's Consulting Engineer should contact the development technologist for this file to confirm the City's modeling assumptions are suitable for this proposed development.
- e. A water meter is mandatory for this development and must be installed inside a building on the water service inlet as required by the City Plumbing Regulation Bylaw 5968-87.

4. SANITARY SEWER SYSTEM

- a. Our records indicate that this property is not currently serviced. Only one service connection will be permitted.
- b. The Developer's Consulting Engineer will determine the sanitary sewer servicing requirements for this development. If upgrades are determined to be necessary to achieve adequate servicing, the Developer must complete any such upgrades at their cost.
- c. Service connections are to be completed as per SS-S7 with an inspection chamber and Brooks Box, with consideration given to SS-S50 for connections to mains. Any obsolete services must be fully decommissioned at the main.

5. STORM DRAINAGE

- a. The subject property is located within the City of Kelowna drainage service area. Only one service connection will be permitted per lot.
- b. The Applicant must engage a Consulting Engineer to provide the following drawings for the site, in accordance with Bylaw 7900 requirements:
 - i. A detailed Lot Grading Plan;
 - a. Indicate on the Lot Grading Plan the building slab elevations, finished grade elevations throughout the site, any slopes that are steeper than 30%, areas that have greater than 1.0 m of fill, finished grade slopes, and perimeter grades to match existing grades;
 - b. Grading directly to a natural drainage path must include adequate erosion control and water quality improvement measures;
 - ii. A detailed Stormwater Management Plan;
 - a. Surface runoff during a storm event of 1:100 year return period from this development must not discharge from the site in excess of the 1:5 year pre-development rate;
 - b. On-site detention systems are to be compliant with Bylaw 7900, Schedule 4, Section 3.11.1 *Detention Storage*;
 - c. As per Bylaw 7900, Schedule 4, Section 3.1.3 *Climate Change*, the capacity of storm works will include an additional 15 percent (15%) upward adjustment, applied to post-development rainfall intensity curve stage (IDF) in Section 3.7.2;
 - iii. An Erosion and Sediment Control (ESC) Plan;
 - a. Prepare as per section 3.14 of Schedule 4 of Bylaw 7900 and best practices;
 - b. If a line item for ESC is not included in the Engineer's cost estimate for off-site work, then an additional 3% will be added to the performance security based on the total off-site construction estimate.
- c. Register statutory right of ways on site for all storm water infrastructure or flow paths carrying, conveying, detaining and/or retaining storm water that is generated from the public properties or public road right of ways. Show details of dedications, rights-of-way, setbacks and non-disturbance areas.
- d. Where structures are designed or constructed below the proven high groundwater table, permanent groundwater pumping will not be permitted to discharge to the storm system. Intermittent pumping of groundwater for structures within seasonal range of the groundwater table may be permitted with some conditions. The City will approve designs that include provisions for eliminating groundwater penetration into the structure, while addressing buoyancy concerns. These design aspects must be reviewed and approved by the City Engineer.

6. ROADWAY AND STREETSCAPE

- a. St Paul St is classified in the 2040 OCP as an Urban Centre Collector with a Retail Street Urban Centre Street Character. As such, St Paul St must be upgraded to an urban XS-R53

standard along the full frontage of the subject property to facilitate additional corridor density associated with this development and to provide enhanced urban center street character. Required upgrades to include removal of existing driveway and replacement with sidewalk, curb and gutter, and landscaped and irrigated boulevard. Pavement removal and replacement and re-location or adjustment of utility appurtenances will be required if required to accommodate the upgrading construction.

- b. Laneway must be upgraded to an SS-R02 standard along the full frontage of this proposed development. Required upgrades to include road widening to post dedication property line, pavement removal and replacement, and re-location or adjustment of utility appurtenances if required to accommodate the upgrading construction.
- c. All Landscape and Irrigation plans require design and inspection by a Qualified Professional registered with the BCSLA and the IIABC, are to be included as a line item in the estimate for the Servicing Agreement performance security. Landscape and irrigation plans require approval by the Development Engineering Branch at the same time as other “issued for construction” drawings.

7. POWER AND TELECOMMUNICATION SERVICES

- a. In accordance with Council Policy 101, burial of existing overhead wires will be required on all frontages. Developer must make arrangements with the applicable electric power, telephone, and cable transmission companies to arrange for this work. Designs must be submitted to the Development Engineering Branch at the same time as other “issued for construction” drawings.
- b. All proposed service connections are to be installed underground. It is the Developer’s responsibility to make a servicing application with the respective electric power, telephone, and cable transmission companies to arrange for these services. Utility companies are required to obtain the City’s approval before commencing construction.
- c. Provide all necessary Statutory Rights-of-Ways for any utility corridors as may be required.

8. GEOTECHNICAL STUDY

- a. Provide a Geotechnical Report prepared by a Professional Engineer competent in the field of geotechnical or hydrogeological engineering as applicable. The Geotechnical Report must be submitted to the Development Services Department as part of the Building Permit submission and prior to the City’s review of Engineering drawings. Geotechnical Report to address, at a minimum, any of the applicable items below:
 - i. Site suitability for development;
 - ii. Area ground water characteristics, including any springs and overland surface drainage courses traversing the property, as well as any monitoring required;
 - iii. Site soil characteristics (i.e., soil types and depths, fill areas, infiltration rate, unsuitable soils such as organic material, etc);
 - iv. Any special requirements for construction of roads, utilities, and building structures;
 - v. Recommendations for items that should be included in a Restrictive Covenant;

- vi. Recommendations for erosion and sedimentation controls for water and wind;
- vii. Any items required in other sections of this memo;
- viii. Recommendations for roof drains, perimeter drains, and septic tank effluent on the site;

9. DESIGN AND CONSTRUCTION OF OFFSITE WORKS

- a. Offsite Works and Services are required of this development as outlined above. The Developer must Design and enter into a Servicing Agreement and provide security for the Construction of the Works prior to issuance of Building Permit.
- b. Design of all offsite works and site servicing must be completed in accordance with Subdivision, Development, and Servicing Bylaw No. 7900 and is subject to the approval of the City Engineer prior to construction or execution of a Servicing Agreement.
 - i. See Bylaw 7900 Sections 6.0, 7.0, and 9.0, as well as Schedule 4 for procedural guidance, approval requirements, and design standards.
 - ii. Design must be completed by a suitably qualified and experience Consulting Engineer.
 - iii. Engineering drawing submissions are to be in accordance with *Council Policy 265 – Engineering Drawing Submission Requirements*. Drawings must be submitted digitally in PDF format and sealed in accordance with EGBC Guidelines.
- c. A Servicing Agreement is required for all Works and Services on City lands (Offsite Works).
 - i. The Servicing Agreement must be in the form of Schedule 2 of Bylaw 7900.
 - ii. The Developer's Consulting Engineer, prior to preparation of a Servicing Agreement, must provide adequate drawings and estimates for the Works to the City Engineer.
 - iii. Bylaw 7900, Part 3 – Security for Works and Services, Sections 7.1 - 7.2, describes the Security requirements of an Owner for entering into Servicing Agreements. Security must be in the form of an irrevocable letter-of-credit, bank draft, or certified cheque.
- d. Construction of the required Works and Services must be completed in accordance with Bylaw 7900 requirements and is subject to several approvals prior to work commencing. These include, but are not necessarily limited to, the following:
 - i. Before any construction of the Works commences, design drawings must be reviewed and approved for construction by the City Engineer.
 - ii. A "Consulting Engineering Confirmation Letter" (City template provided upon request) must be executed by the Owner and Consulting Engineer and provided to the City.
 - iii. The Developer's Consulting Engineer must undertake adequate inspections during construction of the Work, as outlined in EGBC's *Guide to the Standard for Documented Field Reviews During Implementation or Construction*. A Quality Control and Assurance Plan acceptable to the City Engineer must be submitted prior to construction approval. Refer to Bylaw 7900, Schedule 3.
 - iv. Insurance requirements are outlined in Bylaw 7900, Section 7.3. A compliant Certificate of Insurance must be provided prior to construction approval.
 - v. Contractor must provide a current WorkSafe BC Clearance Letter.

- e. Construction completion, maintenance period, and return of Performance Security requirements are outlined in Bylaw 7900, Sections 9.5 - 9.7 and Sections 10.0 - 10.4.

10. CHARGES, FEES, AND SECURITIES

- a. Fees per the “Development Application Fees Bylaw” include:
 - i. Engineering and Inspection Fee: 3.5% of offsite works and services (plus GST).
 - ii. Survey Monument Fee: \$60.00 per newly created lot (GST exempt).
 - iii. Survey Monument, Replacement Fee: \$1,380.00 (GST exempt) – only if disturbed.

Sarah Kelly for _____
Nelson Chapman, P.Eng.
Development Engineering Manager
SK

Appendix C – Title and Charges

TITLE SEARCH PRINT

2024-03-20, 08:17:18

File Reference:

Requestor: Ben Walker

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

| | |
|-----------------------------------|---|
| Title Issued Under | SECTION 192 LAND TITLE ACT |
| Land Title District | KAMLOOPS |
| Land Title Office | KAMLOOPS |
| Title Number | KR23346 |
| From Title Number | N604 |
| Application Received | 2001-03-16 |
| Application Entered | 2001-03-20 |
| Registered Owner in Fee Simple | |
| Registered Owner/Mailing Address: | CITY OF KELOWNA 1435 WATER ST KELOWNA, BC |
| Taxation Authority | Kelowna, City of |
| Description of Land | |
| Parcel Identifier: | 012-101-664 |
| Legal Description: | LOT 19 DISTRICT LOT 139 OSOYOOS DIVISION YALE DISTRICT PLAN 800 |
| Legal Notations | NONE |
| Charges, Liens and Interests | |
| Nature: | STATUTORY RIGHT OF WAY |
| Registration Number: | CA4167165 |
| Registration Date and Time: | 2015-01-06 14:05 |
| Registered Owner: | FORTISBC INC. INCORPORATION NO. PA-0000087 |
| Remarks: | PART IN PLAN EPP46609 |
| Duplicate Indefeasible Title | NONE OUTSTANDING |
| Transfers | NONE |
| Pending Applications | NONE |

Title Number: KR23346

TITLE SEARCH PRINT

Page 1 of 1

TITLE SEARCH PRINT

2024-03-20, 08:19:59

File Reference:

Requestor: Ben Walker

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

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|--|---|
| Title Issued Under | SECTION 192 LAND TITLE ACT |
| Land Title District Land Title Office | KAMLOOPS KAMLOOPS |
| Title Number From Title Number | KR23345 N604 |
| Application Received | 2001-03-16 |
| Application Entered | 2001-03-20 |
| Registered Owner in Fee Simple Registered Owner/Mailing Address: | CITY OF KELOWNA 1435 WATER ST KELOWNA, BC |
| Taxation Authority | Kelowna, City of |
| Description of Land Parcel Identifier: Legal Description: | 012-101-648 LOT 18 DISTRICT LOT 139 OSOYOOS DIVISION YALE DISTRICT PLAN 800 |
| Legal Notations | NONE |
| Charges, Liens and Interests Nature: Registration Number: Registration Date and Time: Registered Owner: Remarks: | STATUTORY RIGHT OF WAY CA4167171 2015-01-06 14:06 FORTISBC INC. INCORPORATION NO. PA-0000087 PART IN PLAN EPP46610 |
| Duplicate Indefeasible Title | NONE OUTSTANDING |
| Transfers | NONE |
| Pending Applications | NONE |

Title Number: KR23345

TITLE SEARCH PRINT

Page 1 of 1

Status: Registered
FORM C_V19 (Charge)

Doc #: CA4167171

RCVD: 2015-01-06 RQST: 2024-03-20 08.20.51

KAMLOOPS LAND TITLE OFFICE

LAND TITLE ACT
FORM C (Section 233) CHARGE

Jan-06-2015 14:06:37.001

CA4167171

GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 6 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c 250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

Nicholas Mirsky
ULCP25

Digitally signed by Nicholas Mirsky
ULCP25
DN: cn=CA, cn=Nicholas Mirsky
ULCP25, o=Authorized Subscriber,
ou=Verify ID at www.juricert.com/
ULCP.dtm?id=ULCP25
Date: 2015.01.06 13:57:55 -0800

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Nicholas Mirsky, Land Agent for

FORTISBC INC.

2850 Benvoulin Road

Kelowna

BC V1W 2E3

Land File: KEL-3091

OI#: 2546739 Order: 65164737

Client: 11140

Document Fees: \$77.72

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

012-101-648 LOT 18 DL 139 ODYD PLAN 800

STC? YES ☐

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Statutory Right of Way

PART ON PLAN EPP46610

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) ☐ Filed Standard Charge Terms D.F. No.(b) ☒ Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

CITY OF KELOWNA

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

FORTISBC INC.

A PUBLIC UTILITY, HAVING ITS HEAD OFFICE AT

#100 - 1975 SPRINGFIELD ROAD

KELOWNA

BRITISH COLUMBIA

Incorporation No

PA-0000087

V1Y 7V7

CANADA

7. ADDITIONAL OR MODIFIED TERMS:

none

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

CAROL-ANN MARY MARQUARDT

A COMMISSIONER FOR TAKING AFFIDAVITS FOR BRITISH COLUMBIA

1435 WATER STREET, KELOWNA,
BC V1Y 1J4

Order No. 2014-0917

Expiry Date: 2017-08-31

Execution Date

| Y | M | D |
|----|----|----|
| 14 | 12 | 19 |

Transferor(s) Signature(s)

CITY OF KELOWNA BY ITS
AUTHORIZED SIGNATORY(IES):

Print Name: Colin Basran, MAYOR

Print Name: Karen Needham,
Deputy City Clerk

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Page 2 of 6 pages

PART 2 - TERMS OF INSTRUMENT

STATUTORY RIGHT OF WAY

THIS INDENTURE made this 19 day of DECEMBER, 2014.

BETWEEN:

CITY OF KELOWNA
1435 WATER ST
KELOWNA, BC

(hereinafter called "the Transferor")

OF THE FIRST PART

AND:

FORTISBC INC., a public utility incorporated by Special Act
of the Legislature of the Province of British Columbia, having its
head office at #100 – 1975 Springfield Road, Kelowna, BC V1Y 7V7

(hereinafter called the "Company")

OF THE SECOND PART

WHEREAS:

- A. The Transferor is the registered owner in fee simple of the lands and premises (hereinafter called the "Lands") described in Part 1 of Schedule "A" attached hereto;
- B. The Transferor has agreed to grant to the Company a statutory right of way over a portion of the Lands;
- C. All those portions of the Lands described in part 2 of Schedule "A" attached hereto are hereinafter collectively called the "Right of Way Area";
- D. The statutory right of way herein granted is necessary for the operation and maintenance of the Company's undertaking;

Page 2 of 6

Page 3 of 6 pages

NOW THEREFORE in consideration of the sum of ONE (\$1.00) DOLLAR and other good and valuable consideration, now paid by the Company, (the receipt of which is hereby acknowledged by the Transferor), the Transferor hereby grants and conveys unto the Company a Statutory Right of Way on and under those parts of the Lands contained within the Right of Way Area to install, construct and maintain thereon facilities and such equipment as the Company considers necessary or beneficial (hereinafter called "the Facilities") for the operation and maintenance of an electrical distribution system and all related equipment including communication facilities together with the right to dig up the soil and rock thereof for the installation of the Facilities, and from time to time to inspect, repair, remove, alter, renew and replace the same or any part or parts thereof, and to clear the Right of Way Area of such growth and material that in the Company's reasonable opinion might interfere with or damage the Facilities.

Notwithstanding any rule of law or equity, the Facilities shall at all times remain the property of the Company notwithstanding that the same may be annexed or fixed to the freehold, and shall at any time and from time to time be removable in whole or in part by the Company, its successors and assigns.

RESERVING HOWEVER to the Transferor the right to cultivate or otherwise use the Right of Way Area so long as it does not interfere with the operation and maintenance of the Facilities, and the right to compensation for any damage done by the Company to crops thereon.

The Transferor covenants that he will not at any time plant any trees or climbing vines on the Right of Way Area or do any act either on the Right of Way Area or on that part of the Lands adjacent to it that will jeopardize or interfere with the operation or maintenance of the Facilities or the rights granted herein; that he will not erect thereon any buildings or structures on the Right of Way Area; and that he will cause no damage to nor interfere with the Facilities.

The Transferor may plant the Right of Way Area to lawn or may pave it with asphalt or concrete. PROVIDED THAT, the Transferor will not, without the written consent of the Company, diminish or substantially add to the ground cover over such of the Facilities as may be from time to time installed, operated or maintained below the surface of the Right of Way Area and in particular, and without in any way limiting the generality of the foregoing, will not construct open drains or ditches across any of the Facilities which may at any time be installed on the Right of Way Area.

Page 3 of 6

Status: Registered

Doc #: CA4167171

RCVD: 2015-01-06 RQST: 2024-03-20 08:20:51

Page 4 of 6 pages

The Transferor may install a fence within the Right of Way Area provided it does not interfere with the operation or maintenance of the Facilities and, if a fence is installed by the Transferor, the Company may at its expense install gates for its purposes. The Company will not be liable for any costs of repair to the fence if it is damaged during the installation or maintenance of the Facilities. Subject to the foregoing, the Company will be liable for any damage caused by its agents, servants, licensees or workmen to the Lands and will, each time it disturbs the Lands, restore the same as near as is reasonably practicable to the same conditions as before the disturbance.

If any provision of this Indenture is declared invalid or unenforceable by a competent authority, such provision shall be deemed severed and shall not affect the validity or enforceability of the remaining provisions of this Indenture, unless such invalidity or unenforceability renders the operation of this indenture impossible.

The rights, privileges and easement hereby granted are and shall be of the same force and effect as a covenant running with the land, and this Statutory Right of Way shall enure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns, and wherever the singular or masculine is used herein, it shall be construed as if the feminine, plural or neuter, as the case may be, had been used wherever the context or the parties hereto so require.

Page 4 of 6

Status: Registered

Doc #: CA4167171

RCVD: 2015-01-06 RQST: 2024-03-20 08:20:51

Page 5 of 6 pages

SCHEDULE "A"

PART 1 - DESCRIPTION OF THE LANDS

LOT 18 DL 139 ODYD PLAN 800

In the City of Kelowna

PART 2 - DESCRIPTION OF THE RIGHT OF WAY AREA

The Right of Way Area consists of the following: Those parts of **LOT 18 DL 139 ODYD PLAN 800** shown on a Statutory Right of Way Plan completed and checked by Neil Raymond Denby, B.C.L.S., on the 11th day of November, 2014 and deposited in the Kamloops Land Title Office under EPP46610.

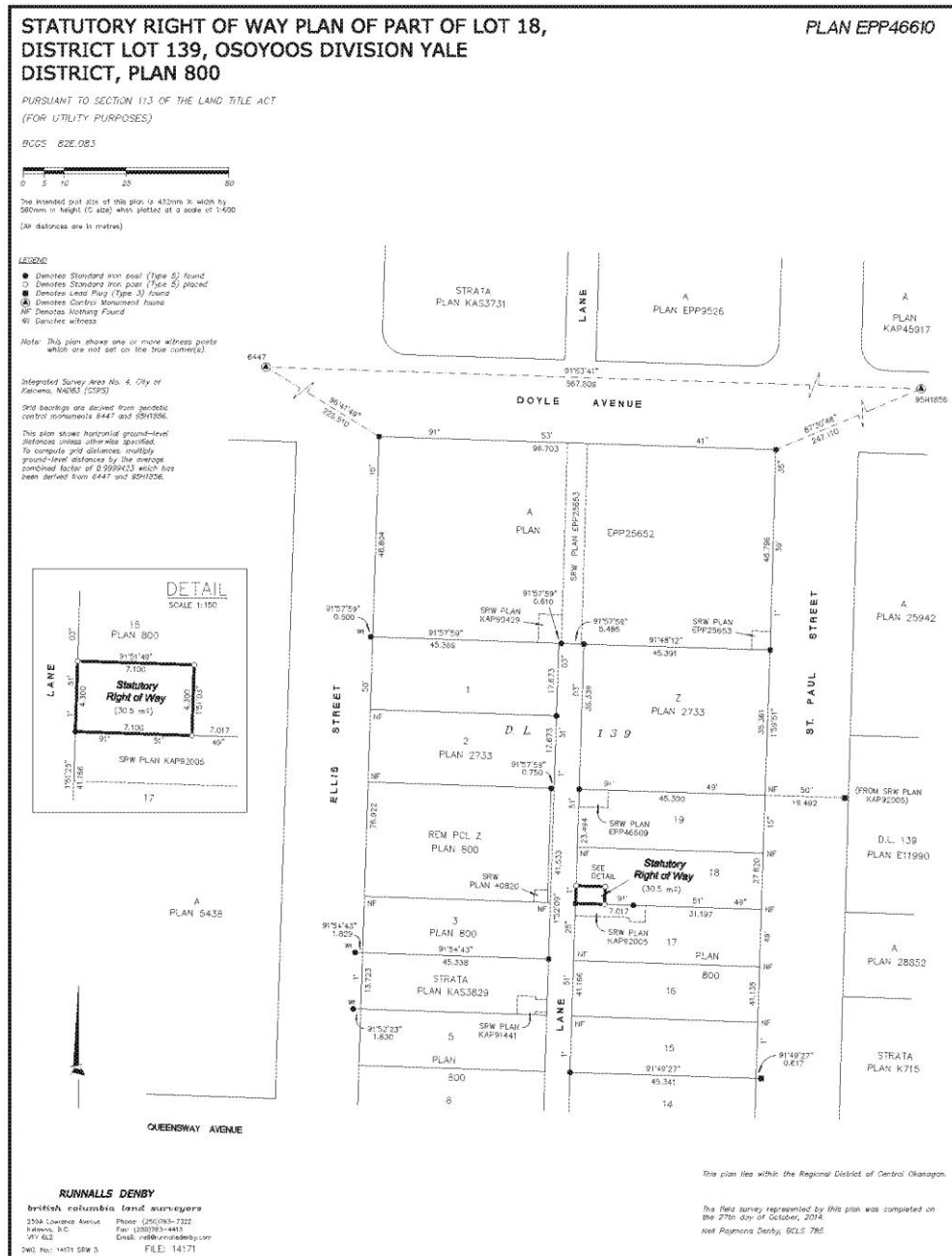
Page 5 of 6

Status: Registered

Doc #: CA4167171

RCVD: 2015-01-06 RQST: 2024-03-20 08.20.51

Page 6 of 6 pages



Page 6 of 6

Status: Registered
FORM C_V19 (Charge)

Doc #: CA4167165

RCVD: 2015-01-06 RQST: 2024-03-20 08.19.10

KAMLOOPS LAND TITLE OFFICE

LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia

Jan-06-2015 14:05:06.001

CA4167165

PAGE 1 OF 6 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c 250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

Nicholas Mirsky
ULCP25

Digitally signed by Nicholas Mirsky
ULCP25
DN: cn=CA, cn=Nicholas Mirsky
ULCP25, o=Authorized Subscriber,
ou=Verify ID at www.juricert.com/
ULCP.dtm?id=ULCP25
Date: 2015.01.06 11:49:49 -0800

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Nicholas Mirsky, Land Agent for

FORTISBC INC.

2850 Benvoulin Road

Kelowna

BC V1W 2E3

Land File: KEL-3092

OI#: 2546739 Order: 65164737

Client: 11140

Document Fees: \$77.72

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

012-101-664 LOT 19 DL 139 ODYD PLAN 800

STC? YES ☐

3. NATURE OF INTEREST

Statutory Right of Way

CHARGE NO.

ADDITIONAL INFORMATION

PART ON PLAN EPP46609

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) ☐ Filed Standard Charge Terms D.F. No.(b) ☒ Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

CITY OF KELOWNA

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

FORTISBC INC.

A PUBLIC UTILITY, HAVING ITS HEAD OFFICE AT

#100 - 1975 SPRINGFIELD ROAD

KELOWNA

BRITISH COLUMBIA

Incorporation No

PA-0000087

V1Y 7V7

CANADA

7. ADDITIONAL OR MODIFIED TERMS:

none

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

CAROL-ANN MARY MARQUARDT

A COMMISSIONER FOR TAKING AFFIDAVITS FOR BRITISH COLUMBIA

1435 WATER STREET, KELOWNA,
BC V1Y 1J4

Order No. 2014-0917

Expiry Date: 2017-08-31

Execution Date

| Y | M | D |
|----|----|----|
| 14 | 12 | 19 |

Transferor(s) Signature(s)

CITY OF KELOWNA BY ITS
AUTHORIZED SIGNATORY(IES):

Print Name: Colin Basran, MAYOR

Print Name: Karen Needham,
Deputy City Clerk

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Status: Registered

Doc #: CA4167165

RCVD: 2015-01-06 RQST: 2024-03-20 08.19.10

Page 2 of 6 pages

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1435 WATER ST
KELOWNA, BC

(hereinafter called "the Transferor")

OF THE FIRST PART

AND:

FORTISBC INC., a public utility incorporated by Special Act
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head office at #100 – 1975 Springfield Road, Kelowna, BC V1Y 7V7

(hereinafter called the "Company")

OF THE SECOND PART

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Doc #: CA4167165

RCVD: 2015-01-06 RQST: 2024-03-20 08.19.10

Page 3 of 6 pages

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Page 3 of 6

Status: Registered

Doc #: CA4167165

RCVD: 2015-01-06 RQST: 2024-03-20 08.19.10

Page 4 of 6 pages

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If any provision of this Indenture is declared invalid or unenforceable by a competent authority, such provision shall be deemed severed and shall not affect the validity or enforceability of the remaining provisions of this Indenture, unless such invalidity or unenforceability renders the operation of this indenture impossible.

The rights, privileges and easement hereby granted are and shall be of the same force and effect as a covenant running with the land, and this Statutory Right of Way shall enure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns, and wherever the singular or masculine is used herein, it shall be construed as if the feminine, plural or neuter, as the case may be, had been used wherever the context or the parties hereto so require.

Page 4 of 6

Status: Registered

Doc #: CA4167165

RCVD: 2015-01-06 RQST: 2024-03-20 08:19:10

Page 5 of 6 pages

SCHEDULE "A"

PART 1 - DESCRIPTION OF THE LANDS

LOT 19 DL 139 ODYD PLAN 800

In the City of Kelowna

PART 2 - DESCRIPTION OF THE RIGHT OF WAY AREA

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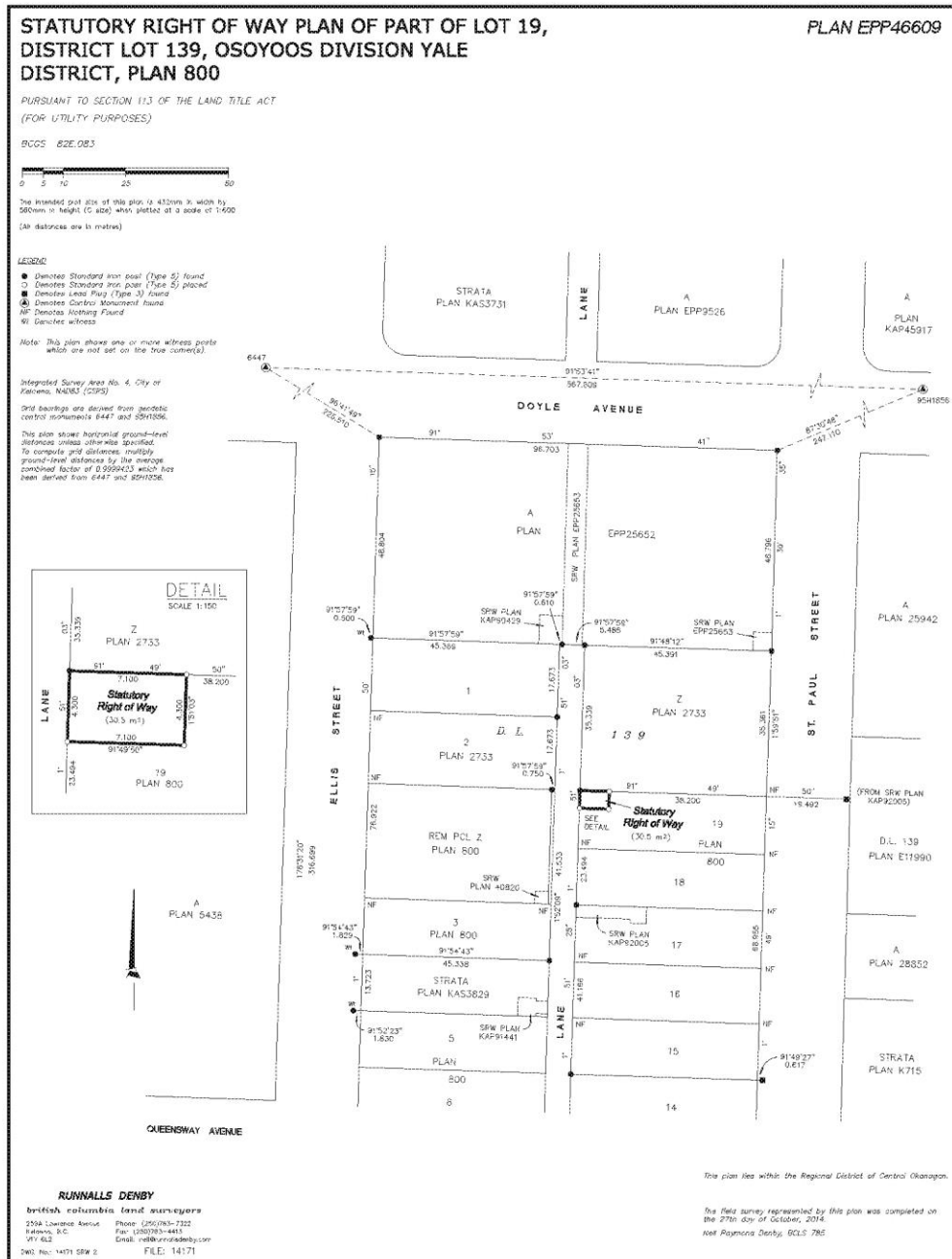
Page 5 of 6

Status: Registered

Doc #: CA4167165

RCVD: 2015-01-06 RQST: 2024-03-20 08.19.10

Page 6 of 6 pages



Page 6 of 6



MATERIALS TESTING • SOILS
CONCRETE • ASPHALT • CORING
GEOTECHNICAL ENGINEERING

#1 – 1965 MOSS COURT
KELOWNA, B.C. V1Y 9L3
250-860-6540
INFO@INTERIORTESTING.COM

City of Kelowna
1435 Water Street
Kelowna, BC V1Y 1J4

April 17, 2024
Job 24.071

Attention: Mr. Ben Walker – Strategic Land Development Manager

Dear Sir:

Re: **Preliminary Geotechnical Report
Proposed Development
1428 St Paul Street
Kelowna, BC**

As requested and further to our email proposal dated March 14, 2024, Interior Testing Services Ltd (ITSL) has carried out a preliminary geotechnical investigation for the above noted proposed development. Attached to this report, please find a one-page site plan with schematic logs and two pages of auger test hole logs. At the end of this letter report, we attach a copy of our standard two-page "Terms of Engagement" that governs our work on this project, previously accepted and signed.

1.0 INTRODUCTION

ITSL understands that a multi-level structure is contemplated for the subject property. We further understand that a preliminary geotechnical review is required to discuss potential geotechnical challenges that may be associated with the construction of the proposed building.

The purpose of our preliminary investigation was to identify the underlying shallow soil and groundwater conditions with respect to providing preliminary geotechnical comments for site development. The following report presents our investigation and laboratory results, along with preliminary geotechnical comments and recommendations for development.

2.0 PRELIMINARY GEOTECHNICAL INVESTIGATION

2.1 Desktop Review

From the *Geologic Survey of Canada* (GSC) surficial geology map (open file 6149), the downtown Kelowna area is underlain by fluvial and alluvial sediments, consisting of sand, poorly sorted gravel, silt and clay.

In addition, ITSL has previously completed several geotechnical investigations within the surrounding area, including the multi-storey commercial building at 505 Doyle Avenue. From the results of our previous geotechnical investigations, the natural soil conditions consisted of predominantly silt and sand materials, as well as relatively shallow groundwater.

2.2 Field Work

On March 20, 2024, a truck mounted drill rig operated by Valley Wide Drilling was used to advance a total of two auger drilled test holes across the subject property to as deep as roughly 9.1 m below current site surface grades. The soil profile of each auger hole (AH) was continuously logged in the field by ITSL field staff and occasional, representative samples were recovered and returned to our laboratory for further testing.

In addition, one Dynamic Cone Penetration Test (DCPT) was completed within AH1. The results of the DCPT are similar to the Standard Penetration Test 'N' values, which are commonly used for geotechnical design purposes.

Locations of the auger holes are approximately shown on the attached site plan (Drawing 24.071-1) which was adapted from the City of Kelowna online mapping resource.

2.3 Soil and Groundwater Conditions

The schematic logs of the auger holes are shown on Drawing 24.071-1. Detailed soil descriptions are shown on Drawings 24.071-2 and 24.071-3 which we recommend be used in preference to the generalized soil descriptions that follow.

The auger holes encountered roughly 50 mm of ASPHALT, overlying 0.5 to 1.2 m of granular FILL materials. Below the FILL materials, the underlying soils generally consisted of natural, SILTs and SANDs, with varying amounts of GRAVELs, to the base of the auger holes at 6.1 to 9.1 m.

During our investigation, groundwater was observed within both auger holes at approximately 1.5 m below surface grade. In addition, ITSL installed one standpipe within AH1 to allow for future monitoring of the local groundwater regime. On April 11, 2024, ITSL measured the groundwater in the standpipe at approximately 1.8 m below surface grade. As a general comment, groundwater levels will vary seasonally and will be affected by drainage and infiltration conditions.

2.4 DCPT Results

A DCPT involves hammer-driving a specified cone by means of standard rod into the soil profile and recording the number of hammer blows required to advance the cone in 300 mm intervals. The automatic trip-hammer weight is 63.5 kg. The cone length is 185 mm and 55 mm in diameter, with 60 degree sides tapering to a 25 mm diameter tip. The following rod is 38 mm in diameter with a typical section length of 1.5 m.

One DCPT was carried out during the advancement of AH1. The DCPT results approximate the in-situ density of the soil profile, with higher numbers of blows representing more dense soil conditions. The schematic DCPT results are shown on Drawing 24.071-1 and the individual results are shown on Drawing 24.071-2.

In general, the natural, silty, SAND and GRAVEL soils ranged from 6 to 29 blows per 300 mm, which can be described as "loose to compact". Following the natural, silty SANDs and GRAVELs, the predominantly SAND soils that were encountered to the base of the auger hole ranged from 1 to 10 blows per 300 mm, which can be described as "very loose to loose".

The soil descriptions above are taken from the *Canadian Foundation Engineering Manual* (4th Ed, Table 3.1).

3.0 PRELIMINARY GEOTECHNICAL COMMENTS

ITSL understands that a multi-level, residential structure is proposed for the subject property. However, site configurations and layouts have not been provided at this time. From our email communications, ITSL understands that the structure will likely be six to ten storeys in height, with a half-storey of underground parking.

The main geotechnical design challenges for this project appear to be the potential for settlement of the underlying soils due to imposed building loads, and potential liquefaction of the soil as the result of a seismic (earthquake) event. To limit potential settlement, ground improvement methods such as stone columns or Rapid Impact Compaction (RIC), or a structural raft slab foundation could be considered. Furthermore, groundwater will most likely need to be addressed during site excavation, depending on foundation depths.

After the building layout and height have been established, ITSL recommends a follow-up, comprehensive geotechnical investigation with a sufficient number of test holes that are advanced to an adequate depth.

4.0 CONCLUSIONS

As requested, ITSL has completed an initial, geotechnical drilling investigation. Our preliminary recommendations and comments are provided in the above sections of this report.

We trust the above comments are sufficient at this stage. After your review, please feel free to call and discuss if you have any questions.

Best Regards,
Interior Testing Services Ltd
Permit to Practice Number: 1001971

Prepared By:



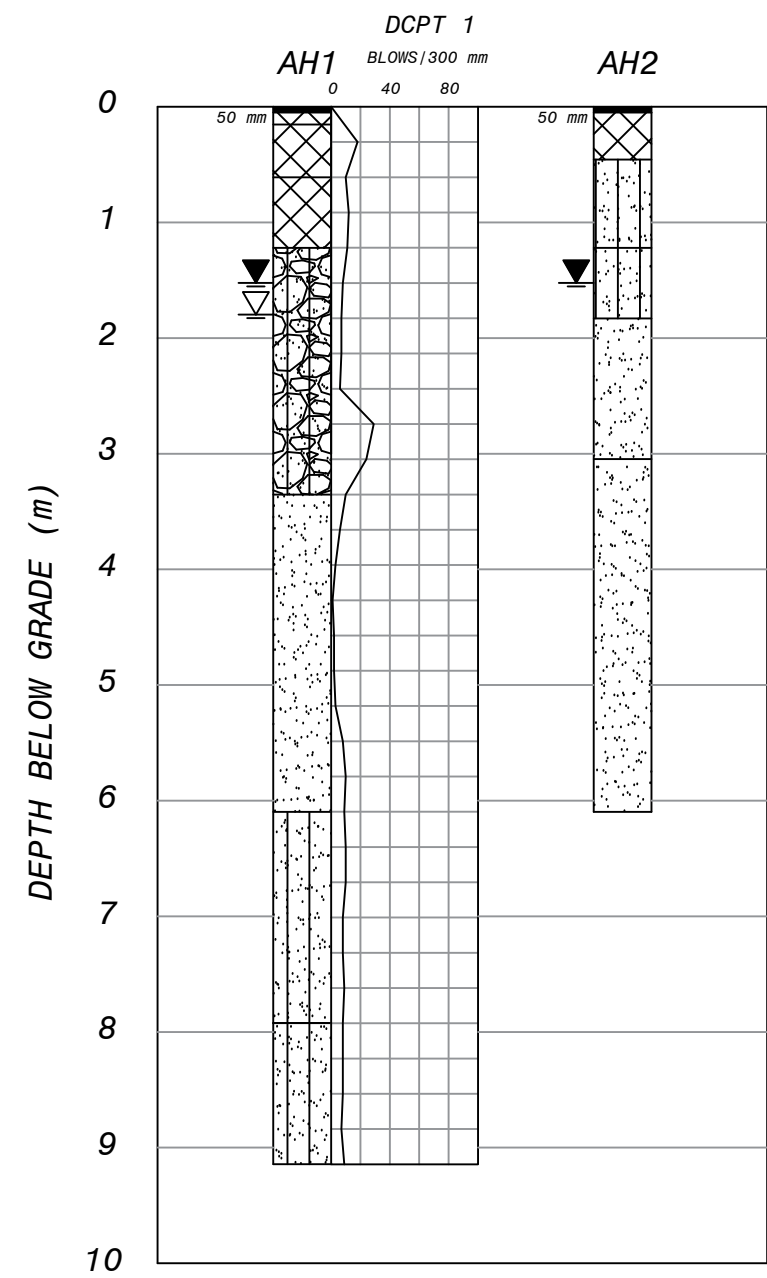
Darien Folk, EIT
Junior Geotechnical Engineer

Reviewed By:



Jeremy Block, P Eng
Senior Geotechnical Engineer

| Revision No. | Date | Comments |
|--------------|----------------|---------------------------------|
| 0.0 | April 15, 2024 | Draft issued for client review. |
| 1.0 | April 17, 2024 | Issued for use. |



LEGEND

- AUGER HOLE LOCATION
- WATER LEVEL DURING INVESTIGATION
- WATER LEVEL IN STANDPIPE
- ASPHALT
- FILL
- SILT & SAND
- SILT, SAND & GRAVEL
- SAND

DCPT RESULTS

"VERY LOOSE": 0-4 BLOWS/300mm*

"LOOSE": 4-10 BLOWS/300mm*

"COMPACT": 10-30 BLOWS/300mm*

"DENSE": 30-50 BLOWS/300mm*

"VERY DENSE": > 50 BLOWS/300mm*

*AS TAKEN FROM CANADIAN FOUNDATION ENGINEERING MANUAL (4TH ED).

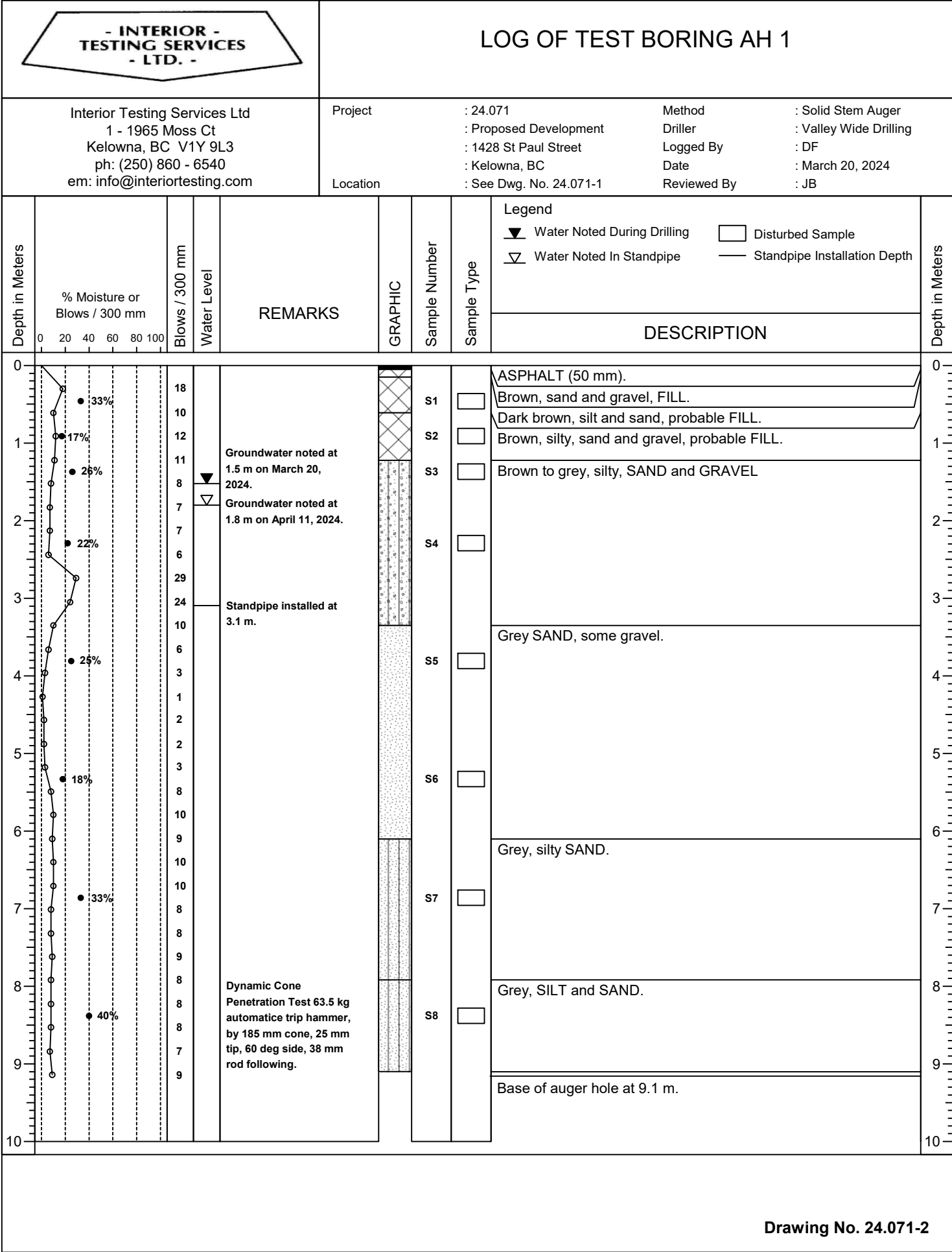
NOTES

1. REFERENCE PLAN ADAPTED FROM CITY OF KELOWNA ONLINE MAPPING RESOURCE.

2. AUGER HOLE LOCATIONS ARE APPROXIMATE AND MAY VARY FROM THAT SHOWN.

3. FOR DETAILED SOIL DESCRIPTIONS REFER TO AUGER HOLE LOGS (DRAWINGS 24.071-2 TO 24.071-3).

| | | | |
|--|--|---|--------------------------|
| CITY OF KELOWNA | SITE PLAN & SCHEMATIC LOGS | INTERIOR TESTING SERVICES LTD | |
| GEOTECHNICAL INVESTIGATION PROPOSED DEVELOPMENT 1428 ST PAUL STREET KELOWNA, BC | | 1-1965 MOSS COURT, KELOWNA, BC V1Y 9L3 PH: 250-860-6540 EM: info@interiortesting.com | |
| | | DATE OF INVESTIGATION: MARCH 20, 2024 | |
| | | JOB NUMBER: 24.071 | DRAWING NUMBER: 24.071-1 |



| | | | | | | | | | |
|--|-------------------|---|---------|--|---------------|--|---|-----------------|--|
| <div>- INTERIOR - TESTING SERVICES - LTD. -</div> | | | | LOG OF TEST BORING AH 2 | | | | | |
| Interior Testing Services Ltd 1 - 1965 Moss Ct Kelowna, BC V1Y 9L3 ph: (250) 860 - 6540 em: info@interiortesting.com | | | | Project : 24.071 : Proposed Development : 1428 St Paul Street : Kelowna, BC Location : See Dwg. No. 24.071-1 | | Method : Solid Stem Auger Driller : Valley Wide Drilling Logged By : DF Date : March 20, 2024 Reviewed By : JB | | | |
| Depth in Meters | % Moisture | Water Level | REMARKS | GRAPHIC | Sample Number | Sample Type | Legend | Depth in Meters | |
| | | | | | | | <div><div>▼</div> Water Noted During Drilling</div> <div><div></div> Disturbed Sample</div> | | |
| | 0 20 40 60 80 100 | | | | | | DESCRIPTION | | |
| 0 | | | | | | | ASPHALT (50 mm). | 0 | |
| | | | | | | | Brown, sand and gravel, FILL. | | |
| 1 | ● 20% | | | | S1 | <div></div> | Brown, silty SAND. | 1 | |
| | ● 24% | | | | S2 | <div></div> | Grey to brown, SILT and SAND. | | |
| 2 | ● 29% | ▼ Groundwater noted at 1.5 m on March 20, 2024. | | | S3 | <div></div> | Grey, silty SAND. | 2 | |
| 3 | | | | | | | | 3 | |
| 4 | ● 23% | | | | S4 | <div></div> | Grey, clean SAND. | 4 | |
| 5 | | | | | | | | 5 | |
| 6 | ● 18% | | | | S5 | <div></div> | | 6 | |
| | | | | | | | Base of auger hole at 6.1 m. | | |
| 7 | | | | | | | | 7 | |
| 8 | | | | | | | | 8 | |
| 9 | | | | | | | | 9 | |
| 10 | | | | | | | | 10 | |

Drawing No. 24.071-3

TERMS OF ENGAGEMENT

GENERAL

Interior Testing Services Ltd. (ITSL) shall render the Services performed for the Client on this Project in accordance with the following Terms of Engagement. ITSL may, at its discretion and at any stage, engage subconsultants to perform all or any part of the Services. Unless specifically agreed in writing, these Terms of Engagement shall constitute the entire Contract between ITSL and the Client.

COMPENSATION

Charges for the Services rendered will be made in accordance with ITSL's Schedule of Fees and Disbursements in effect from time to time as the Services are rendered. All Charges will be payable in Canadian Dollars. Invoices will be due and payable by the Client within thirty (30) days of the date of the invoice without hold back. Interest on overdue accounts is 18% per annum, compounded monthly (19.6%)

REPRESENTATIVES

Each party shall designate a representative who is authorized to act on behalf of that party and receive notices under this Agreement.

TERMINATION

Either party may terminate this engagement without cause upon thirty (30) days' notice in writing. On termination by either party under this paragraph, the Client shall forthwith pay ITSL its Charges for the Services performed, including all expenses and other charges incurred by ITSL for this Project.

If either party breaches this engagement, the non-defaulting party may terminate this engagement after giving seven (7) days' notice to remedy the breach. On termination by ITSL under this paragraph, the Client shall forthwith pay to ITSL its Charges for the Services performed to the date of termination, including all fees and charges for this Project.

ENVIRONMENTAL

ITSL's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater. ITSL will co-operate with the Client's environmental consultant during the field work phase of the investigation.

PROFESSIONAL RESPONSIBILITY

In performing the Services, ITSL will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services contemplated in this engagement at the time when and the location in which the Services were performed. ITSL makes no warranty, representation or guarantee, either express or implied as to the professional services rendered under this agreement.

LIMITATION OF LIABILITY

ITSL shall not be responsible for:

- (a) the failure of a contractor, retained by the Client, to perform the work required in the Project in accordance with the applicable contract documents;
- (b) the design of or defects in equipment supplied or provided by the Client for incorporation into the Project;
- (c) any cross-contamination resulting from subsurface investigations;
- (d) any damage to subsurface structures and utilities;
- (e) any Project decisions made by the Client if the decisions were made without the advice of ITSL or contrary to or inconsistent with ITSL's advice;
- (f) any consequential loss, injury or damages suffered by the Client, including but not limited to loss of use, earnings and business interruption;
- (g) the unauthorized distribution of any confidential document or report prepared by or on behalf of ITSL for the exclusive use of the Client.

The total amount of all claims the Client may have against ITSL under this engagement, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of our fees or \$50,000.00. Increased liability limits may be negotiated upon the Client's request in consideration of an additional fee.

No claim may be brought against ITSL in contract or tort more than two (2) years after the Services were completed or terminated under this engagement.

PERSONAL LIABILITY

For the purposes of the limitation of liability provisions contained in the Agreement of the parties herein, the Client expressly agrees that it has entered into this Agreement with ITSL, both on its own behalf and as agent on behalf of its employees and principals.

The Client expressly agrees that ITSL's employees and principals shall have no personal liability to the Client in respect of a claim, whether in contract, tort and/or any other cause of action in law. Accordingly, the Client expressly agrees that it will bring no proceedings and take no action in any court of law against any of ITSL's employees or principals in their personal capacity.

THIRD PARTY LIABILITY

This report was prepared by ITSL for the account of the Client. The material in it reflects the judgement and opinion of ITSL in light of the information available to it at the time of preparation. Any use which a third party makes of this report, or any reliance on or decisions to be made based on it, are the responsibility of such third parties. ITSL accepts no responsibility for damages, if any, suffered by any third party as a result of decisions made or actions based on this report. This report may not be used or relied upon by any other person unless that person is specifically named by us as a beneficiary of the Report. The Client agrees to maintain the confidentiality of the Report and reasonably protect the report from distribution to any other person.

INDEMNITY

The client shall indemnify and hold harmless ITSL from and against any costs, damages, expenses, legal fees and disbursements, expert and investigation costs, claims, liabilities, actions, causes of action and any taxes thereon arising from or related to any claim or threatened claim by any party arising from or related to the performance of the Services.

DOCUMENTS

All of the documents prepared by ITSL or on behalf of ITSL in connection with the Project are instruments of service for the execution of the Project. ITSL retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used on any other project without the prior written agreement of ITSL.

FIELD SERVICES

Where applicable, field services recommended for the Project are the minimum necessary, in the sole discretion of ITSL, to observe whether the work of a contractor retained by the Client is being carried out in general conformity with the intent of the Services.

DISPUTE RESOLUTION

If requested in writing by either the Client or ITSL, the Client and ITSL shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, the dispute shall be referred to and finally resolved by an arbitrator appointed by agreement of the parties.

CONFIRMATION OF PROFESSIONAL LIABILITY INSURANCE

As required by by-laws of Engineers & Geoscientists British Columbia (EGBC), it is required that our firm advises whether or not Professional Liability Insurance is held. It is also required that a space for you to acknowledge this information be provided.

Our professional liability insurance is not project specific for the project and should not be regarded as such. If you require insurance for your project you should purchase a project specific insurance policy directly.

Accordingly, this notice serves to advise you that ITSL carries professional liability insurance. Please sign and return a copy of this form as an indication of acceptance and agreement to the contractual force of these Terms of Engagement.

PRINT NAME: _____ DATE: _____

ACKNOWLEDGEMENT: _____

Appendix E - Survey

SURVEY PLAN CERTIFICATION PROVINCE OF BRITISH COLUMBIA

PAGE OF PAGES

Your electronic signature is a representation that you are a British Columbia land surveyor and a subscriber under section 168.6 of the *Land Title Act*, RSBC 1996 c.250. By electronically signing this document, you are also electronically signing the attached plan under section 168.3 of the act.

1. BC LAND SURVEYOR: (Name, address, phone number)

Surveyor General Certification [For Surveyor General Use Only]

| | |
|---|-------------------------|
| 2. PLAN IDENTIFICATION: | Control Number: |
| Plan Number: | |
| This original plan number assignment was done under Commission #: | LTO Document Reference: |

| | | | |
|-------------------|--------|------------------|---------|
| 3. CERTIFICATION: | Form 9 | Explanatory Plan | Form 9A |
|-------------------|--------|------------------|---------|

The field survey was completed on: (YYYY/Month/DD) The checklist was filed under ECR#:

The plan was completed and checked on: (YYYY/Month/DD)

I am a British Columbia land surveyor and certify that

this plan was completed and checked on: (YYYY/Month/DD)

that the checklist was filed under ECR#:

and that the plan is correct in accordance with Land Title Office records.

| | | |
|---|------|---------------|
| I am a British Columbia land surveyor and certify that the buildings included in this strata plan have not been previously occupied as of (YYYY/Month/DD) | None | Strata Form S |
|---|------|---------------|

| | | | |
|--|------|----------------|-------------------|
| | None | Strata Form U1 | Strata Form U1/U2 |
|--|------|----------------|-------------------|

I am a British Columbia land surveyor and certify that the buildings shown on this strata plan are within the external boundaries of the land that is the subject of the strata plan

Certification Date: (YYYY/Month/DD)

I am a British Columbia land surveyor and certify:

1. That the buildings shown on this strata plan are within the external boundaries of the land that is the subject of the strata plan subject to clause 2 of this endorsement
2. That certain parts of the buildings are not within the external boundaries but appropriate and necessary easements of other interests are registered as set out in section 244 (1)(f) of the Strata Property Act.

Registered Charge Number(s):

Certification Date: (YYYY/Month/DD)

| | |
|------------------|---|
| Arterial Highway | I am a British Columbia land surveyor and certify that I am authorized by the Minister of Transportation and Infrastructure under section 44.1 of the Transportation Act to show certain lands identified on this plan dedicated as Arterial Highway. |
|------------------|---|

| | |
|-----------------------------|---|
| Remainder Parcel (Airspace) | I am a British Columbia Land Surveyor and certify that no portion of the parcels or dedications created on this plan overlap vertically, that is, lie above or below any portion of the Air Space parcels on Air Space Plan |
|-----------------------------|---|

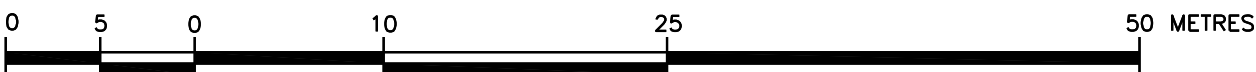
| | |
|----------------|-------------------------|
| 4. ALTERATION: | LTO Document Reference: |
|----------------|-------------------------|

This is an alteration to a previous version of this plan identified by control number:

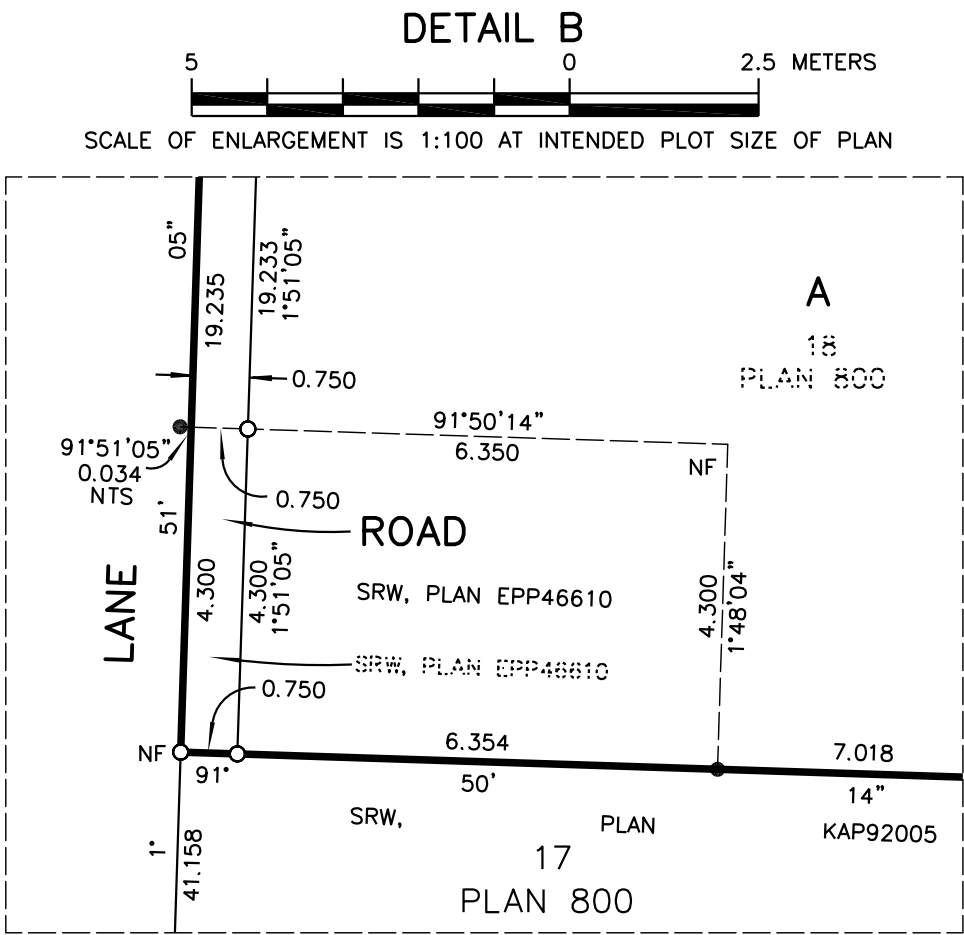
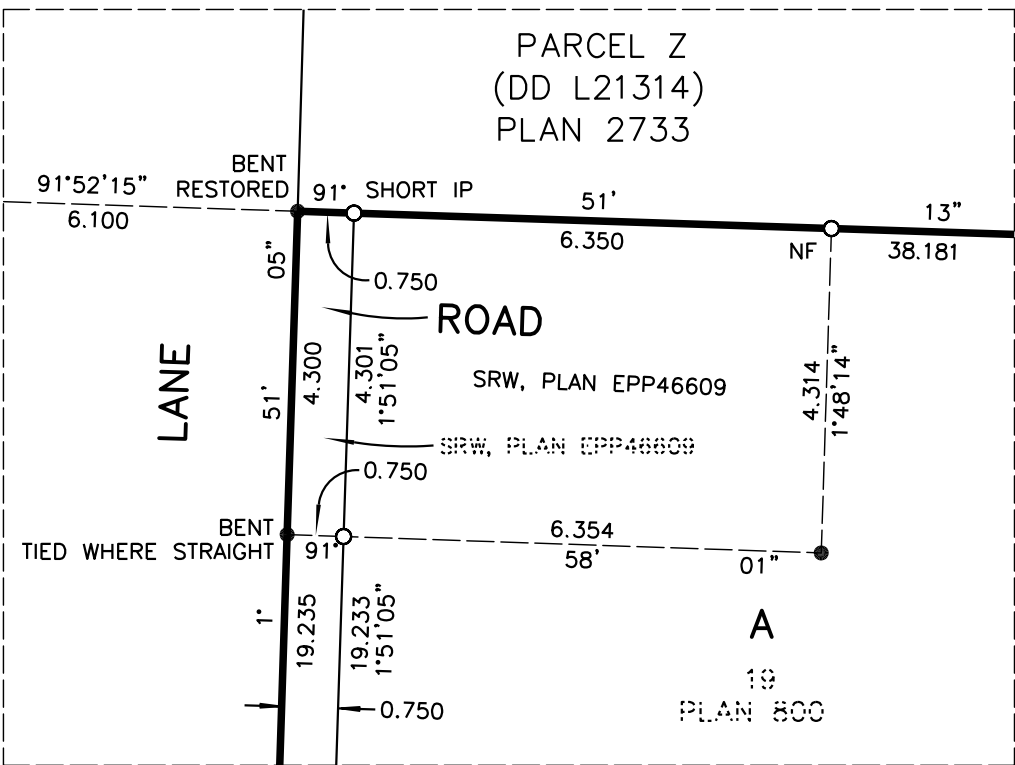
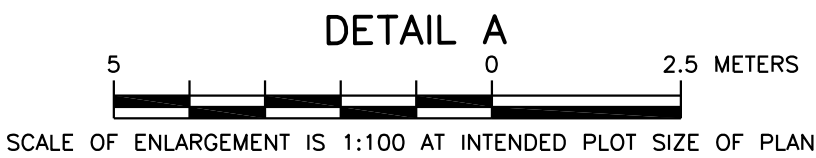
DESCRIPTION OF ALTERATION: SEE SCHEDULE

SUBDIVISION PLAN OF LOT 18 AND LOT 19
DISTRICT LOT 139 ODYD PLAN 800

BCCS 82E.083



THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm IN WIDTH BY 864mm IN HEIGHT (D SIZE) WHEN PLOTTED AT A SCALE OF 1:400



PLAN EPP137408



TABLE OF GEODETIC CONTROL MONUMENTS

| NAD83(CSRS) 4.0.0.BC.1 UTM ZONE 11 COORDINATES | | | |
|--|-------------|------------|-----------------------------|
| CCM | NORTHING | EASTING | ESTIMATED ABSOLUTE ACCURACY |
| 6442 | 5529568.311 | 320897.751 | 0.02 |
| 95H1861 | 5528982.965 | 320460.859 | 0.02 |

NOTE: THIS PLAN SHOWS ONE OR MORE WITNESS POSTS WHICH ARE NOT SET ON THE TRUE CORNER(S).

THIS PLAN LIES WITHIN THE JURISDICTION OF THE APPROVING OFFICER FOR THE CITY OF KELOWNA.

LEGEND

INTEGRATED SURVEY AREA NO. 4, CITY OF KELOWNA, NAD83 (CSRS) 4.0.0.BC.1

GRID BEARINGS ARE DERIVED FROM OBSERVATIONS BETWEEN GEODETIC CONTROL MONUMENTS 6442 AND 95H1861 AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 11.

THE UTM COORDINATES AND ESTIMATED ABSOLUTE ACCURACY ACHIEVED ARE DERIVED FROM MASCO, PUBLISHED COORDINATES AND STANDARD DEVIATIONS FOR GEODETIC CONTROL MONUMENTS 6442 AND 95H1861.

THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES UNLESS OTHERWISE SPECIFIED. TO COMPUTE GRID DISTANCES, MULTIPLY GROUND-LEVEL DISTANCES BY THE AVERAGE COMBINED FACTOR OF 0.9999437 WHICH HAS BEEN DERIVED FROM GEODETIC CONTROL MONUMENTS 6442 AND 95H1861.

- DENOTES CONTROL MONUMENT FOUND
- DENOTES STANDARD IRON POST FOUND
- DENOTES STANDARD IRON POST PLACED
- DENOTES LEAD PLUG FOUND
- NTS DENOTES NOT TO SCALE

THIS PLAN LIES WITHIN THE REGIONAL DISTRICT OF CENTRAL OKANAGAN.

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED ON THE 15th DAY OF APRIL, 2024 COLIN FERGUSON, BCLS 858

Ferguson Land Surveying & Geomatics Ltd.
B.C. AND CANADA LAND SURVEYORS
404-1830 PANDOSY STREET, KELOWNA, B.C.
TELEPHONE (250) 763-3115 FAX (250) 763-0321

JOB No 23555-SUB

\\Job_Files\\23555\\23555-CAD DRAWINGS\\23555-SUB.DWG
DRFTD BY: CF

CITY OF KELOWNA

MEMORANDUM

Date: March 15, 2024
File No.: Real Estate Services – Circulation Request
To: Real Estate Services (BW)
From: Development Engineering Manager (NC)
Subject: 1428 St Paul St

The Development Engineering Department has the following comments associated with this request. The following Works and Services would be required of a development at time of Building Permit.

The Development Engineering Technologist for this file is Sarah Kelly (skelly@kelowna.ca).

1. **GENERAL**

- a. The following comments and requirements are valid for a period of one (1) year from the reference date of this memo, or until the application has been closed, whichever occurs first. The City of Kelowna reserves the rights to modify some or all items in this memo if an application for Building Permit is not made within this time.
- b. This proposed development may require the installation or modification of centralized mail delivery equipment. Please contact Arif Bhatia, Delivery Planning Officer, Canada Post Corporation, 530 Gaston Avenue, Kelowna, BC, V1Y 2K0, (250) 859-0198, arif.bhatia@canadapost.ca to obtain further information and determine requirements.
- c. All City Trees must be protected as per Bylaw 8042 Schedule C – Tree Barrier and Installation Policy requirements. Removal of City Trees will require prior approval of the City's Urban Forestry Supervisor and may be subject to replacement, at a minimum two for one ratio, and compensation payment as per the City of Kelowna Equitable Compensation as defined in Section 8.2 of Bylaw 8042.
- d. There is a possibility of a high groundwater table or surcharging of storm drains during major storm events. Non-basement buildings may be required. This should be considered in the design of the onsite system, lot grading, and minimum basement elevations.
- e. Comments and requirements contained herein assume the subject properties will be consolidated into a single lot.

2. **DEVELOPMENT PERMIT COMMENTS AND SITE-SPECIFIC REQUIREMENTS**

- a. All vehicle access to the subject property must be from the lane.
 - i. Existing driveway on St Paul St must be removed.

- b. A Transportation Assessment is required of this development to assess connectivity with and impacts to the surrounding transportation network including. The results of this assessment may inform additional requirements including equitable contribution towards signalization of the intersections between Doyle Ave & St Paul St, Doyle Ave & Bertram St, and Doyle Ave & Richter St. Please contact the development technologist for this file to obtain terms of reference for completing the analysis.
- c. Approximately 0.8 m road dedication along the entire frontage of the Lane is required to achieve a ROW width of 7.6 m in accordance with OCP Functional Road Classification objectives.

3. DOMESTIC WATER AND FIRE PROTECTION

- a. The subject property is located within the City of Kelowna Water Supply Area. Our records indicate that this property is not currently serviced. Only one service connection will be permitted.
- b. The Developer's Consulting Engineer will determine the domestic water servicing and fire protection requirements for this development. If upgrades are necessary to achieve adequate servicing or fire protection, the Developer must complete any such upgrades at their cost and any obsolete services must be fully decommissioned at the main.
- c. The Developer must demonstrate that both the calculated FUS fire flow demand and the internal building sprinkler demand of the proposed development does not exceed the lesser of the available fire flow from the City's network and the Bylaw 7900 requirement of 150 L/s for High-Density Residential.
- d. The City estimates that the minimum fire flow of 150 L/s for High-Density Residential, in accordance with Bylaw 7900 standards, is available from the watermain fronting the subject property, given our modelling assumptions. The Developer's Consulting Engineer should contact the development technologist for this file to confirm the City's modeling assumptions are suitable for this proposed development.
- e. A water meter is mandatory for this development and must be installed inside a building on the water service inlet as required by the City Plumbing Regulation Bylaw 5968-87.

4. SANITARY SEWER SYSTEM

- a. Our records indicate that this property is not currently serviced. Only one service connection will be permitted.
- b. The Developer's Consulting Engineer will determine the sanitary sewer servicing requirements for this development. If upgrades are determined to be necessary to achieve adequate servicing, the Developer must complete any such upgrades at their cost.
- c. Service connections are to be completed as per SS-S7 with an inspection chamber and Brooks Box, with consideration given to SS-S50 for connections to mains. Any obsolete services must be fully decommissioned at the main.

5. **STORM DRAINAGE**

- a. The subject property is located within the City of Kelowna drainage service area. Only one service connection will be permitted per lot.
- b. The Applicant must engage a Consulting Engineer to provide the following drawings for the site, in accordance with Bylaw 7900 requirements:
 - i. A detailed Lot Grading Plan;
 - a. Indicate on the Lot Grading Plan the building slab elevations, finished grade elevations throughout the site, any slopes that are steeper than 30%, areas that have greater than 1.0 m of fill, finished grade slopes, and perimeter grades to match existing grades;
 - b. Grading directly to a natural drainage path must include adequate erosion control and water quality improvement measures;
 - ii. A detailed Stormwater Management Plan;
 - a. Surface runoff during a storm event of 1:100 year return period from this development must not discharge from the site in excess of the 1:5 year pre-development rate;
 - b. On-site detention systems are to be compliant with Bylaw 7900, Schedule 4, Section 3.11.1 *Detention Storage*;
 - c. As per Bylaw 7900, Schedule 4, Section 3.1.3 *Climate Change*, the capacity of storm works will include an additional 15 percent (15%) upward adjustment, applied to post-development rainfall intensity curve stage (IDF) in Section 3.7.2;
 - iii. An Erosion and Sediment Control (ESC) Plan;
 - a. Prepare as per section 3.14 of Schedule 4 of Bylaw 7900 and best practices;
 - b. If a line item for ESC is not included in the Engineer's cost estimate for off-site work, then an additional 3% will be added to the performance security based on the total off-site construction estimate.
- c. Register statutory right of ways on site for all storm water infrastructure or flow paths carrying, conveying, detaining and/or retaining storm water that is generated from the public properties or public road right of ways. Show details of dedications, rights-of-way, setbacks and non-disturbance areas.
- d. Where structures are designed or constructed below the proven high groundwater table, permanent groundwater pumping will not be permitted to discharge to the storm system. Intermittent pumping of groundwater for structures within seasonal range of the groundwater table may be permitted with some conditions. The City will approve designs that include provisions for eliminating groundwater penetration into the structure, while addressing buoyancy concerns. These design aspects must be reviewed and approved by the City Engineer.

6. **ROADWAY AND STREETScape**

- a. St Paul St is classified in the 2040 OCP as an Urban Centre Collector with a Retail Street Urban Centre Street Character. As such, St Paul St must be upgraded to an urban XS-R53

standard along the full frontage of the subject property to facilitate additional corridor density associated with this development and to provide enhanced urban center street character. Required upgrades to include removal of existing driveway and replacement with sidewalk, curb and gutter, and landscaped and irrigated boulevard. Pavement removal and replacement and re-location or adjustment of utility appurtenances will be required if required to accommodate the upgrading construction.

- b. Laneway must be upgraded to an SS-R02 standard along the full frontage of this proposed development. Required upgrades to include road widening to post dedication property line, pavement removal and replacement, and re-location or adjustment of utility appurtenances if required to accommodate the upgrading construction.
- c. All Landscape and Irrigation plans require design and inspection by a Qualified Professional registered with the BCSLA and the IIABC, are to be included as a line item in the estimate for the Servicing Agreement performance security. Landscape and irrigation plans require approval by the Development Engineering Branch at the same time as other “issued for construction” drawings.

7. POWER AND TELECOMMUNICATION SERVICES

- a. In accordance with Council Policy 101, burial of existing overhead wires will be required on all frontages. Developer must make arrangements with the applicable electric power, telephone, and cable transmission companies to arrange for this work. Designs must be submitted to the Development Engineering Branch at the same time as other “issued for construction” drawings.
- b. All proposed service connections are to be installed underground. It is the Developer's responsibility to make a servicing application with the respective electric power, telephone, and cable transmission companies to arrange for these services. Utility companies are required to obtain the City's approval before commencing construction.
- c. Provide all necessary Statutory Rights-of-Ways for any utility corridors as may be required.

8. GEOTECHNICAL STUDY

- a. Provide a Geotechnical Report prepared by a Professional Engineer competent in the field of geotechnical or hydrogeological engineering as applicable. The Geotechnical Report must be submitted to the Development Services Department as part of the Building Permit submission and prior to the City's review of Engineering drawings. Geotechnical Report to address, at a minimum, any of the applicable items below:
 - i. Site suitability for development;
 - ii. Area ground water characteristics, including any springs and overland surface drainage courses traversing the property, as well as any monitoring required;
 - iii. Site soil characteristics (i.e., soil types and depths, fill areas, infiltration rate, unsuitable soils such as organic material, etc);
 - iv. Any special requirements for construction of roads, utilities, and building structures;
 - v. Recommendations for items that should be included in a Restrictive Covenant;

- vi. Recommendations for erosion and sedimentation controls for water and wind;
- vii. Any items required in other sections of this memo;
- viii. Recommendations for roof drains, perimeter drains, and septic tank effluent on the site;

9. DESIGN AND CONSTRUCTION OF OFFSITE WORKS

- a. Offsite Works and Services are required of this development as outlined above. The Developer must Design and enter into a Servicing Agreement and provide security for the Construction of the Works prior to issuance of Building Permit.
- b. Design of all offsite works and site servicing must be completed in accordance with Subdivision, Development, and Servicing Bylaw No. 7900 and is subject to the approval of the City Engineer prior to construction or execution of a Servicing Agreement.
 - i. See Bylaw 7900 Sections 6.0, 7.0, and 9.0, as well as Schedule 4 for procedural guidance, approval requirements, and design standards.
 - ii. Design must be completed by a suitably qualified and experience Consulting Engineer.
 - iii. Engineering drawing submissions are to be in accordance with *Council Policy 265 – Engineering Drawing Submission Requirements*. Drawings must be submitted digitally in PDF format and sealed in accordance with EGBC Guidelines.
- c. A Servicing Agreement is required for all Works and Services on City lands (Offsite Works).
 - i. The Servicing Agreement must be in the form of Schedule 2 of Bylaw 7900.
 - ii. The Developer's Consulting Engineer, prior to preparation of a Servicing Agreement, must provide adequate drawings and estimates for the Works to the City Engineer.
 - iii. Bylaw 7900, Part 3 – Security for Works and Services, Sections 7.1 - 7.2, describes the Security requirements of an Owner for entering into Servicing Agreements. Security must be in the form of an irrevocable letter-of-credit, bank draft, or certified cheque.
- d. Construction of the required Works and Services must be completed in accordance with Bylaw 7900 requirements and is subject to several approvals prior to work commencing. These include, but are not necessarily limited to, the following:
 - i. Before any construction of the Works commences, design drawings must be reviewed and approved for construction by the City Engineer.
 - ii. A "Consulting Engineering Confirmation Letter" (City template provided upon request) must be executed by the Owner and Consulting Engineer and provided to the City.
 - iii. The Developer's Consulting Engineer must undertake adequate inspections during construction of the Work, as outlined in EGBC's *Guide to the Standard for Documented Field Reviews During Implementation or Construction*. A Quality Control and Assurance Plan acceptable to the City Engineer must be submitted prior to construction approval. Refer to Bylaw 7900, Schedule 3.
 - iv. Insurance requirements are outlined in Bylaw 7900, Section 7.3. A compliant Certificate of Insurance must be provided prior to construction approval.
 - v. Contractor must provide a current WorkSafe BC Clearance Letter.

- e. Construction completion, maintenance period, and return of Performance Security requirements are outlined in Bylaw 7900, Sections 9.5 - 9.7 and Sections 10.0 - 10.4.

10. CHARGES, FEES, AND SECURITIES

- a. Fees per the “Development Application Fees Bylaw” include:
 - i. Engineering and Inspection Fee: 3.5% of offsite works and services (plus GST).
 - ii. Survey Monument Fee: \$60.00 per newly created lot (GST exempt).
 - iii. Survey Monument, Replacement Fee: \$1,380.00 (GST exempt) – only if disturbed.

Sarah Kelly for
Nelson Chapman, P.Eng.
Development Engineering Manager
SK