



April 3, 2017

## Design Rationale Statement

Re: CITY OF KELOWNA REZONING / PROPOSED MID-HEIGHT VARIANCE  
CARRIAGE HOUSE AT 4829 PARKRIDGE DRIVE FOR PETER & JEN HANENBURG:



The proposed Rezoning / DP Application for Height Variance at Mid-point of roof allows the site, located at 4829 Parkridge Drive, to be rezoned from RR3 to RR3c with a request to vary the height at mid-point of roof from 4.8m to 5.1m, to construct a carriage house on the subject property. It is the aim that this carriage house to be used primarily as an in-law suite for the owner's aging parents. The carriage house is 1 1/2 storey high and is located at rear portion of the property. The main floor will consist of a 2-car garage for a hobby workshop and winter storage of a vehicle. The upper half storey will consist of a secondary suite, a one-bedroom type with its own laundry hookup. It is designed to allow for easy access to all areas of the home as well as the ability to add adaptive equipment if needed. There is a designated parking stall at the front portion of the property, although there is a temporary access allowance at rear that is granted by the City to access through their P2-zoned property. Should this temporary access be removed, there is an allowance at side of principal house to provide access from the front. The site will provide a well-lit pathway that leads to the carriage house. There is a designated area of more than 60 sq.m. for private open space that consists of new paver pad at south side of carriage house, together with adjacent garden and some suitable landscape screening. It will also be provided with a large overhang to accommodate a bench swing with a view of the landscape nearby.

The form and character of the carriage house is designed to match the color and character of the existing residence. The proposed finishing for the carriage house is using dark green horizontal wood lap siding at bottom and board / batten siding at top. It comes with attractive wood-stained carriage overhead doors and attractive overhangs with knee braces. The trims, exposed beams and knee braces will be cream color, again, painted to match the existing residence. There is a plan in the future to convert the 2-single overhead doors at the existing residence into 1 large type and it will match the style of the carriage house doors.

It is the belief that this proposal is in keeping with the new City's plan philosophy to expand housing within the existing neighborhood. This philosophy is also supported with a bus route that runs beside this property. This large property will successfully accommodate the carriage house and it will blend well with the existing residence and surrounding trees. Since the surrounding neighbors have verbally accepted this proposal, this application is, therefore, a good candidate for success.

Sincerely,

A handwritten signature in black ink, appearing to read "Brad Willms".

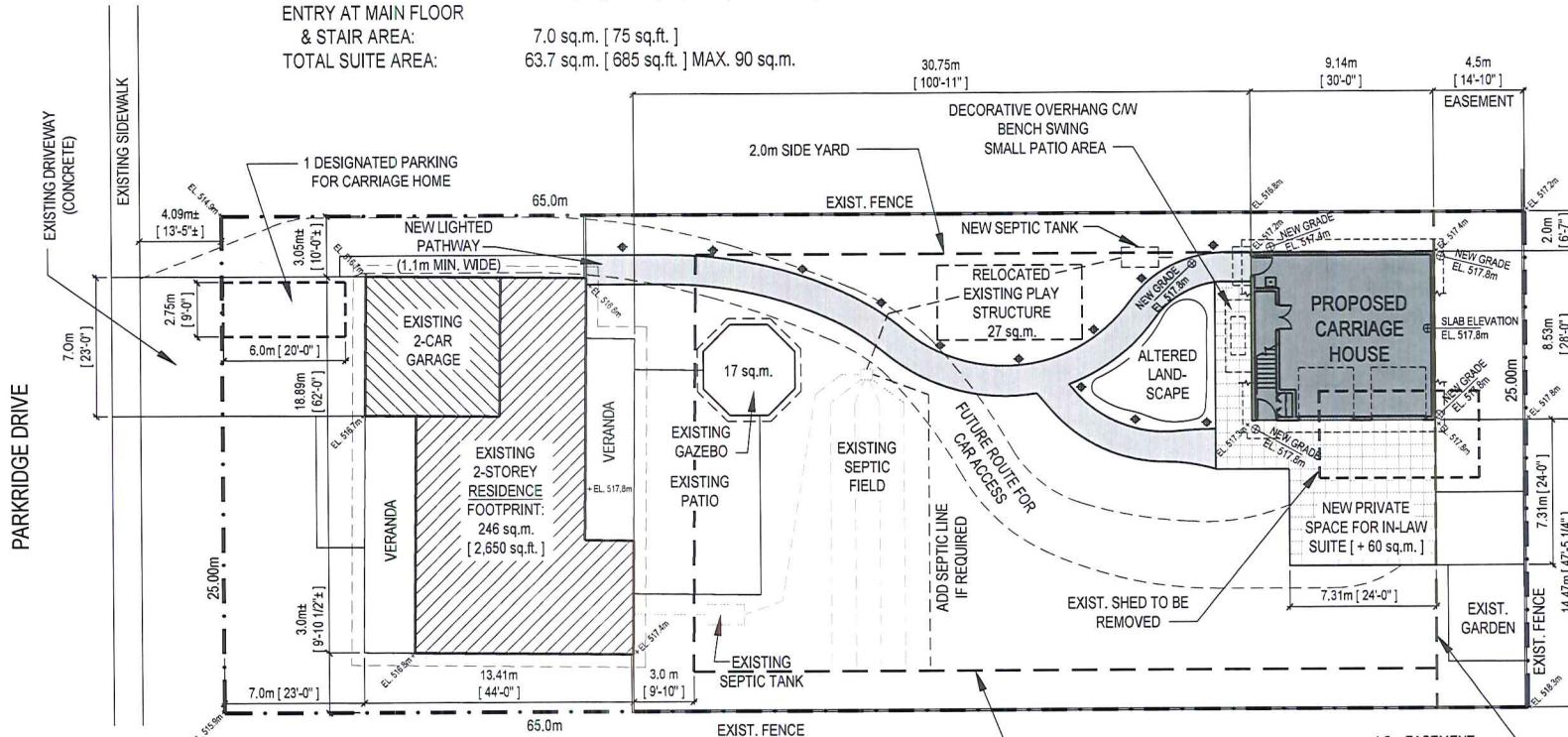
Bradley Willms  
WILLMS STUDIO

**LEGAL DESCRIPTION:**  
LOT 24, PLAN 40472, SEC. 29,  
TP 29, S.D.Y.D.

**CIVIC ADDRESS:**  
4829 PARKRIDGE DRIVE,  
KELOWNA, B.C.  
V1W 3A1

**CARRIAGE HOUSE FOR IN-LAW SUITE**  
**BY-LAW CALCULATION**  
**SITE COVERAGE:**  
SITE AREA: 1,625 sq.m. [ 17,485 sq.ft. ]  
CARRIAGE HOUSE  
FOOTPRINT AREA: 78 sq.m. [ 840 sq.ft. ]  
SITE COVERAGE - BUILDINGS: 21% [ MAX. 30% ]  
COMBINED SITE COVERAGE:  
CARRIAGE, GAZEBO & STRUCTURE 7.5 % [ MAX. 14% ]  
**WORKSHOP FLOOR AREA:** 71 sq.m. [ 765 sq.ft. ]  
**IN-LAW SUITE FLOOR AREA**  
UPPER FLOOR AREA: 56.7 sq.m. [ 610 sq.ft. ] 73% [ MAX. 75% ]  
ENTRY AT MAIN FLOOR  
& STAIR AREA: 7.0 sq.m. [ 75 sq.ft. ]  
**TOTAL SUITE AREA:** 63.7 sq.m. [ 685 sq.ft. ] MAX. 90 sq.m.

**CARRIAGE HOUSE FOR IN-LAW SUITE**  
**BY-LAW CALCULATION**  
**BUILDING HEIGHT:**  
PRINCIPAL AVERAGE GRADE ELEVATION: 516.88 m  
HEIGHT TO PRINCIPAL MID-POINT OF ROOF: 7.16 m [ 23.50 ft ]  
HEIGHT TO PRINCIPAL PEAK OF ROOF: 8.23 m [ 27.00 ft ]  
CARRIAGE AVERAGE GRADE ELEVATION: 517.80 m  
HEIGHT TO CARRIAGE MID-POINT OF ROOF: 5.10 m [ 16.75 ft ] MAX. 4.8m  
HEIGHT TO CARRIAGE PEAK OF ROOF: 7.08 m [ 23.23 ft ]  
MID-POINT OF ROOF DIFF. FROM PRINCIPAL: -2.06 m [ -6.75 ft ]  
PEAK OF ROOF DIFF FROM PRINCIPAL: -1.15 m [ -3.77 ft ]



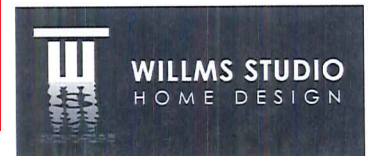
**SITE PLAN**  
SCALE: 1" = 30'-0"

**ATTACHMENT B**

This forms part of application  
# Z17-0044

Planner  
Initials **EW**

City of  
**Kelowna**  
COMMUNITY PLANNING



willms.studio.design@gmail.com



250.869.6827



1625 Crawford Road  
Kelowna, BC V1W 3A9



DATE: 2017-04-03

**PETER & JEN HANENBURG - CARRIAGE HOUSE**



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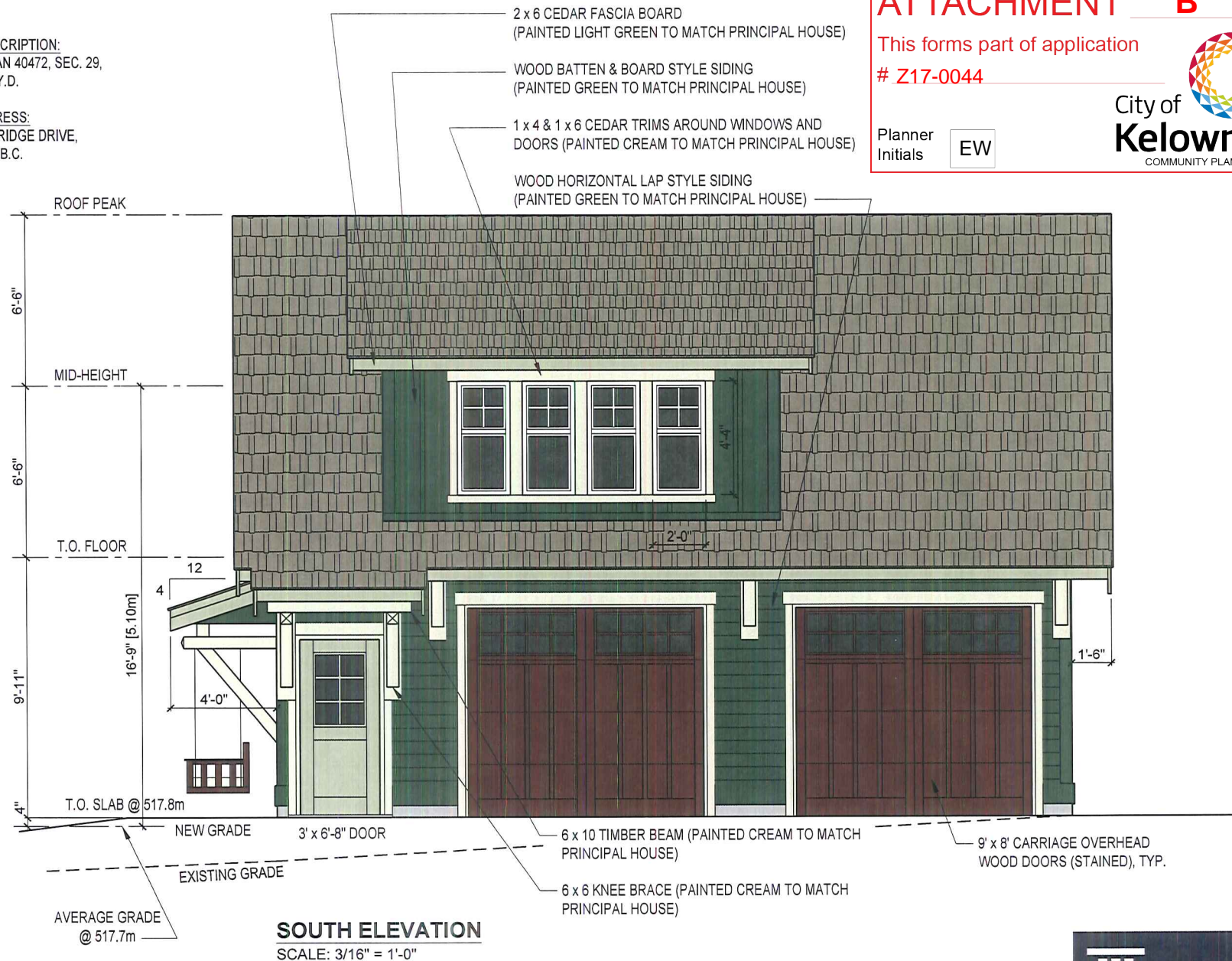
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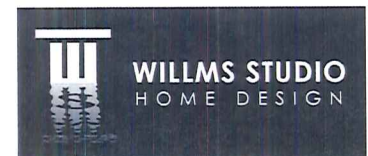
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**SOUTH ELEVATION**  
SCALE: 3/16" = 1'-0"



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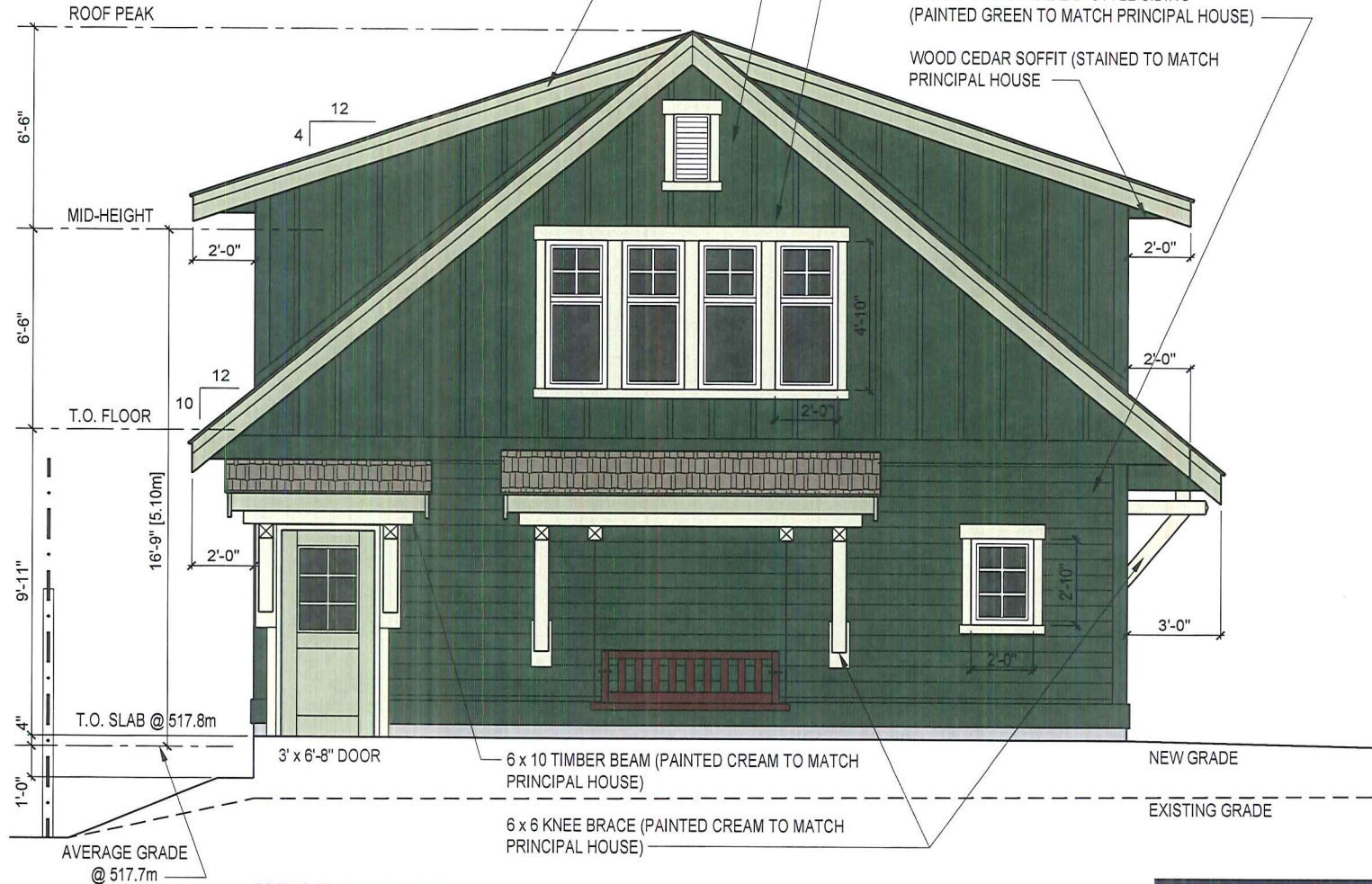
1 x 4 & 2 x 10 CEDAR FASCIA BOARDS  
(PAINTED LIGHT GREEN TO MATCH PRINCIPAL HOUSE)

WOOD BATTEN & BOARD STYLE SIDING  
(PAINTED GREEN TO MATCH PRINCIPAL HOUSE)

1 x 4 & 1 x 6 CEDAR TRIMS AROUND WINDOWS AND  
DOORS (PAINTED CREAM TO MATCH PRINCIPAL HOUSE)

WOOD HORIZONTAL LAP STYLE SIDING  
(PAINTED GREEN TO MATCH PRINCIPAL HOUSE)

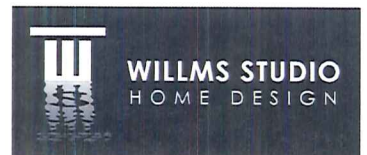
WOOD CEDAR SOFFIT (STAINED TO MATCH  
PRINCIPAL HOUSE)



## WEST ELEVATION

SCALE: 3/16" = 1'-0"

PETER & JEN HANENBURG - CARRIAGE HOUSE



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2 x 6 CEDAR FASCIA BOARD  
(PAINTED LIGHT GREEN TO MATCH PRINCIPAL HOUSE)

WOOD BATTEN & BOARD STYLE SIDING  
(PAINTED GREEN TO MATCH PRINCIPAL HOUSE)

1 x 4 & 1 x 6 CEDAR TRIMS AROUND WINDOWS AND  
DOORS (PAINTED CREAM TO MATCH PRINCIPAL HOUSE)

WOOD HORIZONTAL LAP STYLE SIDING  
(PAINTED GREEN TO MATCH PRINCIPAL HOUSE)

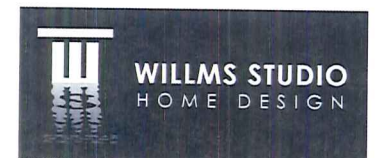


**NORTH ELEVATION**  
SCALE: 3/16" = 1'-0"

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1 x 4 & 2 x 10 CEDAR FASCIA BOARDS  
(PAINTED LIGHT GREEN TO MATCH PRINCIPAL HOUSE)

WOOD BATTEN & BOARD STYLE SIDING  
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1 x 4 & 1 x 6 CEDAR TRIMS AROUND WINDOWS AND  
DOORS (PAINTED CREAM TO MATCH PRINCIPAL HOUSE)

WOOD HORIZONTAL LAP STYLE SIDING  
(PAINTED GREEN TO MATCH PRINCIPAL HOUSE)

WOOD CEDAR SOFFIT (STAINED TO MATCH  
PRINCIPAL HOUSE)

ROOF PEAK

6'-6"

MID-HEIGHT

6'-6"

T.O. FLOOR

16'-9" [5.10m]

9'-11"

T.O. SLAB @ 517.8m

AVERAGE GRADE  
@ 517.7m

NEW GRADE  
EXISTING GRADE

6 x 10 TIMBER BEAM (PAINTED CREAM  
TO MATCH PRINCIPAL HOUSE)

6 x 6 KNEE BRACE (PAINTED CREAM  
TO MATCH PRINCIPAL HOUSE)

## EAST ELEVATION

SCALE: 3/16" = 1'-0"

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DATE: 2017-04-03

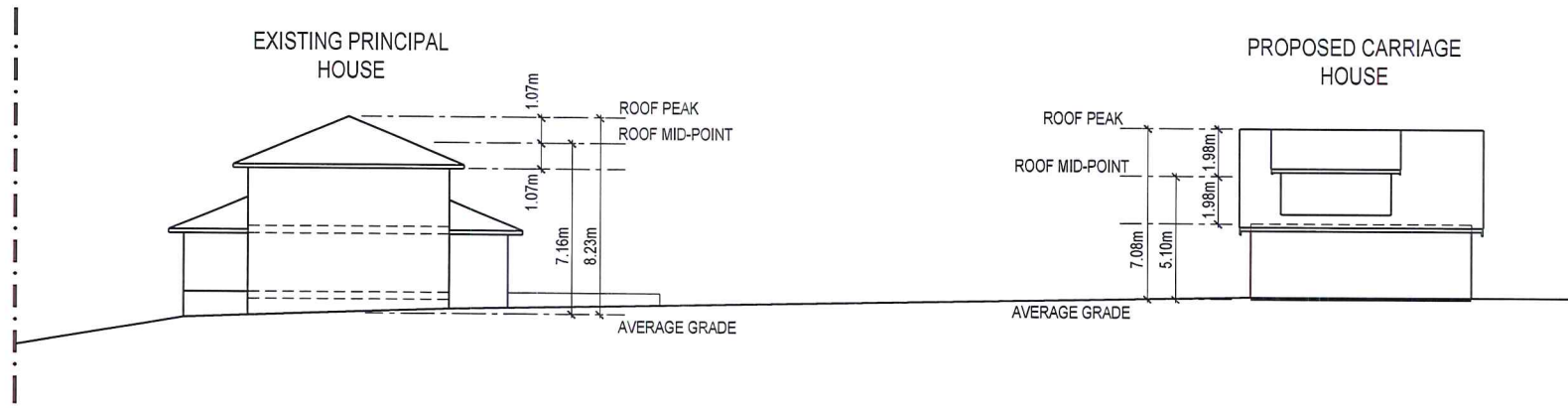
PETER & JEN HANENBURG - CARRIAGE HOUSE





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### SITE PROFILE - FOR HEIGHT CLARIFICATION

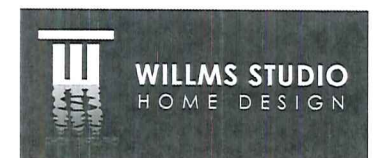
SCALE: 1" = 25'-0"

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**FUTURE GARAGE DOOR TO MATCH CARRIAGE HOUSE - LOOKING EAST FROM SIDEWALK**  
SCALE: N.T.S.

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**EXISTING PHOTO - LOOKING EAST FROM SIDEWALK**  
SCALE: N.T.S.



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**EXISTING PHOTO - LOOKING EAST TOWARDS REAR YARD**

SCALE: N.T.S.



**EXISTING PHOTO - LOOKING NORTHEAST TOWARDS REAR YARD**

SCALE: N.T.S.

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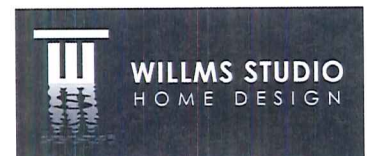
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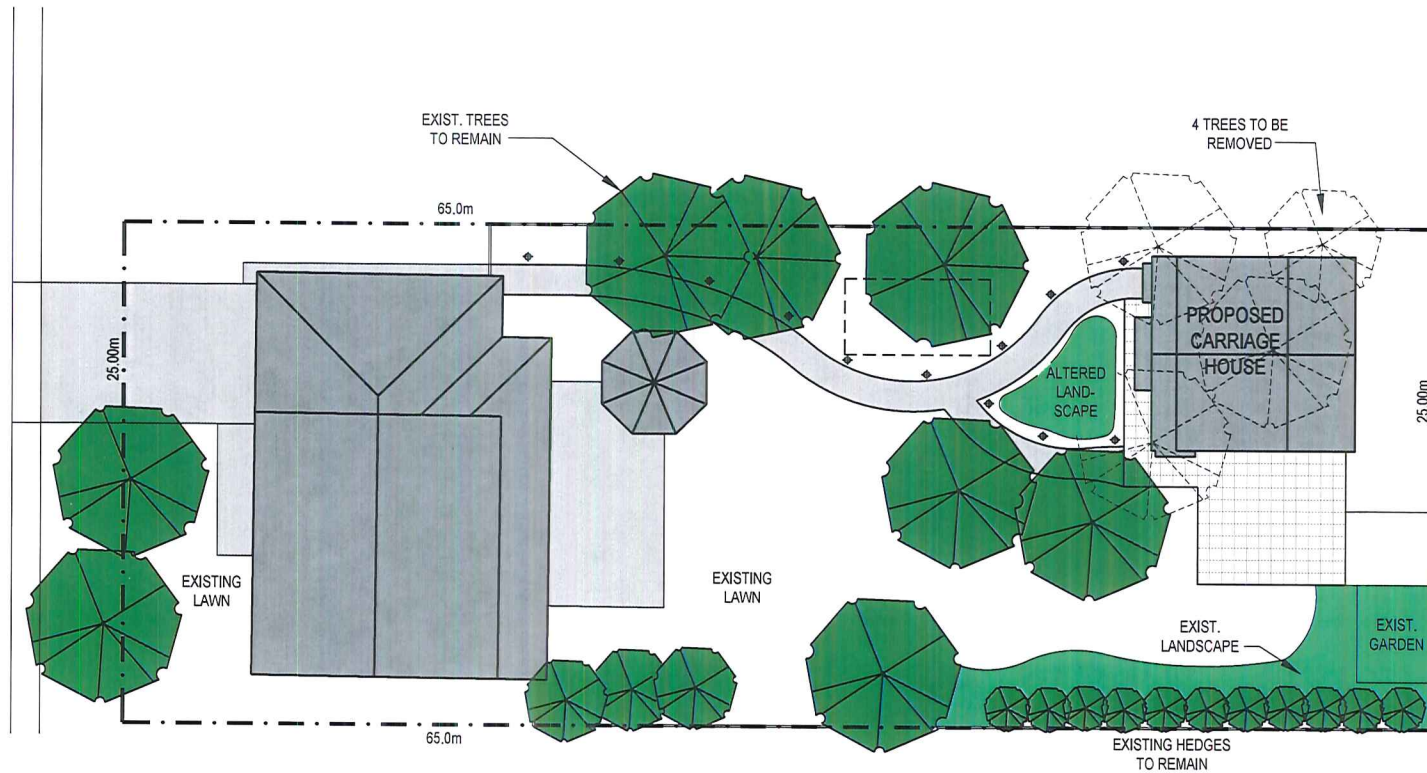
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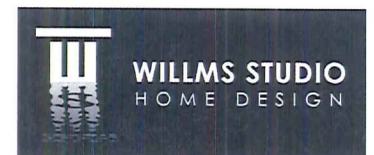
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## LANDSCAPE PLAN

SCALE: 1" = 30'-0"

DATE: 2017-04-03

PETER & JEN HANENBURG - CARRIAGE HOUSE





**- INTERIOR -  
TESTING SERVICES  
- LTD. -**

**MATERIALS TESTING • SOILS  
CONCRETE • ASPHALT • CORING  
GEOTECHNICAL ENGINEERING**

**1 - 1925 KIRSCHNER ROAD  
KELOWNA, B.C. V1Y 4N7  
PHONE: 860-6540  
FAX: 860-5027**

Jennifer Hanenburg  
4829 Parkridge Drive  
Kelowna, BC V1W 3A1

April 7, 2017  
Job 17.087

Attention: Mrs Jennifer Hanenburg

Dear Mrs;

Re: **Geotechnical Considerations  
Proposed Workshop and Carriage House  
4829 Parkridge Drive  
Kelowna, BC**



As requested, Interior Testing Services Ltd. (ITSL) has reviewed the proposed Workshop and Carriage House plans and provides the following comments. Our work is subject to the attached two-page "Terms of Engagement", which has been previously signed and accepted.

We understand that this brief letter report will form part of your application to the City of Kelowna and therefore, we identify the City of Kelowna as authorized users of this letter, also subject to our "Terms of Engagement."

Our general comments are as follows.

1. Based on our experience in the general Crawford Estates area, we anticipate that natural soils will consist of SAND and GRAVEL, suitable for support of the intended carriage house.
2. You advise that the proposed Carriage House is to be connected to your existing septic system, complete with a new septic tank, followed by connection to the existing distribution box and then into the septic field. We understand that you will consult with a septic field designer at the time of construction and will expand your septic field if necessary.

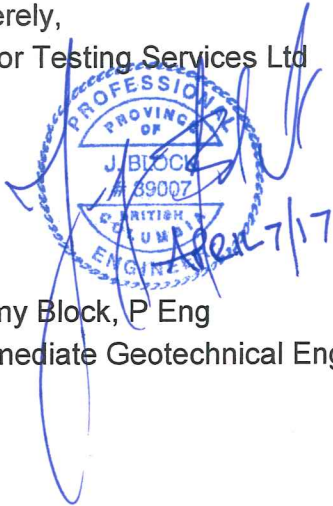
3. Furthermore, you advise that you have lived at the property for the past 10 years and no issues with your septic field have been observed. Additionally, the natural granular soils are expected to have a good percolation rate so that performance of the septic system is anticipated to continue to function adequately with the addition of the Carriage House.
4. Based on our experience in the area that competent natural granular soils are expected, and that the existing septic system has been functioning adequately with room for expansion if required by a septic field designer, it appears that the site is well suited to the proposed Carriage House development.

While not anticipated to be necessary, ITSL can provide further design guidance at the time of construction, if desired.

We trust this meets your current needs. Please call if you have any questions.

Sincerely,  
Interior Testing Services Ltd

Jeremy Block, P Eng  
Intermediate Geotechnical Engineer



<b>ATTACHMENT C</b>	
This forms part of application # Z17-0044	
Planner Initials	<div>EW</div>
<div>City of Kelowna COMMUNITY PLANNING</div> 	



## 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 12% per annum.

### 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.

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.

<b>ATTACHMENT C</b>	
This forms part of application # Z17-0044	
Planner Initials	<div style="border: 1px solid black; padding: 2px; display: inline-block;">EW</div>
<div style="text-align: right;"> <b>City of Kelowna</b> <small>COMMUNITY PLANNING</small></div>	

## 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 the Association of Professional Engineers and Geoscientists of British Columbia, 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.

ACKNOWLEDGEMENT: \_\_\_\_\_

**ATTACHMENT C**

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Initials

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City of  
**Kelowna**  
COMMUNITY PLANNING





## MEMORANDUM

To: Okanagan Local Government Administrators

From: Anna Warwick Sears, Executive Director

Date: January 20, 2014

Subject: Sewage Facilities Grant Program Policy on Small-lot Accessory Dwellings

### ATTACHMENT D

This forms part of application

# Z17-0044

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City of  
**Kelowna**  
COMMUNITY PLANNING

**Summary:** The purpose of this memo is to update local governments on OBWB's sewage grants 1.0-hectare policy. This policy, which requires grant recipients to enact bylaws prohibiting the subdivision of small lots on septic, has now been expanded to include accessory dwellings (carriage houses) on lots smaller than 1.0-hectare. **The OBWB requests Okanagan local governments to update their bylaws to exclude development of accessory dwellings (carriage houses) on lots less than 1.0 hectare that rely on on-site sewage disposal. The OBWB further requests an update of zoning and/or subdivision and development servicing bylaws, requiring that secondary suites be tied to the sewage disposal system of the existing dwelling.**

This request only applies to the areas of your jurisdiction within the Okanagan Basin drainage area. Secondary suites that are tied into the existing domestic septic system are accepted (although not recommended) if the sewage disposal system has adequate capacity per health regulations.

**Background:** The OBWB's Sewage Facilities Assistance program provides funding for Okanagan communities to upgrade wastewater treatment plants and extend community sewer to areas on septic. The program was initiated in 1975.

Since 2007, the OBWB has required sewage grant recipients to have bylaws prohibiting subdivision of lots smaller than 1.0 hectare (see attached Terms of Reference). The 1.0 Hectare (minimum subdivision) Policy is in line with provincial government rules, and was established recognizing that much of the pollution entering lakes and streams comes from failing septic systems. Septic is the highest human-produced source of phosphorus in the watershed.

The premise behind the 1.0 hectare rule is that the more dwelling units there are using septic systems in a given area, the greater the chance that systems may malfunction and less opportunity to find sufficient, suitable, available land for replacement effluent dispersal fields – potentially leading to water pollution and health threats.

- The 1.0 Hectare Policy is based on a scientific assessment by the Ministry of Community, Sport and Cultural Development in the 1990s. Exceptions cannot be made for in-fill subdivision properties, because of the risk of cumulative impacts from many closely-spaced septic systems, and because for fairness reasons we must have a uniform policy throughout the Basin.
- There are many advances in on-site sewage treatment available. However, each of these solutions requires long-term maintenance or else there are continued risks of system failure. Following Provincial policy, the Water Board allows the 1.0 Hectare Policy to be waived only if a Liquid Waste Management Plan is prepared for the site, and if the system itself is adopted by the local government as permanent infrastructure.

In October, the OBWB received an inquiry whether development of secondary suites and detached accessory dwellings (carriage houses) on properties less than 1.0 hectare violates the 1.0 Hectare Policy within the OBWB sewage grant program. With respect to septic systems, adding a carriage house creates similar risks for system failure and water quality impairment as small-lot subdivision, without creating a separate title.

For this reason, the OBWB has now expanded the 1.0 Hectare Policy, and now requires all sewage grant recipients to have bylaws in place restricting carriage houses to properties greater than 1.0 hectare, or to properties with community sewer connections (see Terms of Reference section 3.6.1). Secondary suites that are tied into the existing domestic septic system are accepted (although not recommended) if the sewage disposal system has adequate capacity per health regulations.

Please do not hesitate to contact me with any questions, by email at: [anna.warwick.sears@obwb.ca](mailto:anna.warwick.sears@obwb.ca), or phone at: (250) 469-6251.

Sincerely,



Anna Warwick Sears  
Executive Director

<b>ATTACHMENT</b>		<b>D</b>
This forms part of application # Z17-0044		
Planner Initials	<b>EW</b>	 <b>City of Kelowna</b> <small>COMMUNITY PLANNING</small>



# OKANAGAN BASIN WATER BOARD SEWAGE FACILITIES ASSISTANCE GRANTS

## TERMS OF REFERENCE

UPDATED 2014

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### 1.0 Preamble

The 1974 Okanagan Basin Study identified nutrient pollution as the major cause of algal blooms and deteriorating water quality in Okanagan and Skaha Lakes. The biggest source of pollution was municipal sewer outfalls.

As local governments consider the lakes a regional resource, they established the Sewage Facilities Assistance (SFA) grant program to subsidize construction of tertiary sewage treatment plants and collection systems in valley communities. The program was funded by a valley-wide tax, levied on all properties in the basin and administered by the Okanagan Basin Water Board (OBWB).

By upgrading sewage infrastructure, the amount of phosphorus entering the lakes from municipal effluent has decreased more than 90%.

A significant proportion of this program's funds have gone toward community sewer projects intended to decrease water pollution coming from developments with small lots, and failing or over-capacity septic systems. To avoid repeating these costly fixes in the future, the OBWB now requires applicants to have in place zoning policies or bylaws prohibiting new development of lots less than 1.0 hectare that are not serviced by community sewers. This requirement is intended to encourage responsible development.

### 2.0 Operating Principles

2.1 The grant program funds upgrades to treatment plants using old technology and extensions of sewer service to subdivisions, created prior to 1978 that are still on septic.

2.2 As per the OBWB Supplementary Letters Patents, the Water Board can levy up to 21¢ per \$1000 assessed value for SFA grants on all properties within the Okanagan drainage area.

2.3 The funding formula for grants is as follows:

2.3.1 For projects approved and receiving payments before April 1, 2011, the OBWB will pay 18% of the total eligible project costs, with the community first paying 2.5 mills of the converted assessment amount.

2.3.2 For projects approved before April 1, 2011, but not yet receiving payments, the OBWB will pay 18% of the total eligible project costs, with the community first paying 2.5 mills of the converted 1988 assessment amount, or 16% of the total eligible project costs, if 1988 assessment values are not available.

2.3.3 For projects approved after April 1, 2011, the OBWB will pay 16% of the total eligible project costs - on average, the same net amounts as historical grants.

### 3.0 Eligibility

3.1 Only communities employing tertiary treatment of sewage effluent are eligible for grants. (1977)

3.2 Areas outside the watershed, or that are not taxed for OBWB programs, are not eligible for grants.

3.3 In order to qualify for OBWB funding, projects must meet the minimum requirements for provincial funding, though they do not need to have received a funding award. (2007)

3.4 Projects which qualify for provincial government funding do not automatically qualify for OBWB funding. (2007)

3.5 Lots on septic at the time of the original grant program, 1977, will be eligible for funding when sanitary sewers are installed.

3.5.1 For projects in which sewer extensions will service both pre- and post-1977 development, only the proportion of the project servicing pre-1978 lots is eligible for funding.

3.6 The OBWB will only fund sewage infrastructure applications in communities that comply with its 1.0 Hectare Policy, where the community has zoning policies or bylaws prohibiting the creation of lots smaller than 1.0 hectare that are not serviced by community sewers. (2007)

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3.6.1 Communities must also have policies and bylaws in place prohibiting the development of accessory dwellings (carriage houses) on properties less than 1.0 hectare that are not connected to community sewer (2013).

3.6.2 The 1.0 Hectare Policy is limited in geographic scope to the portions of the regional districts within the Okanagan watershed. Districts should be aware that subdivision of lots on septic smaller than 1.0 hectare outside the Okanagan watershed may jeopardize funding from provincial sources. (2007)

3.6.3 Each local government with subdivision approval authority is responsible for adopting the 1.0 Hectare Policy.

3.6.3.1 A Regional District's grant eligibility is not affected if a member municipality does not comply with the 1.0 Hectare Policy.

3.6.3.2 A Regional District's grant eligibility will be affected if one of its Electoral Areas (located in the Okanagan Basin) does not comply with the 1.0 Hectare Policy. (2007)

3.6.4 Home-site severance lots are exempted from the 1.0 Hectare Policy. (2004)

3.6.5 The 1.0 Hectare Policy may be waived through preparation of a Liquid Waste Management Plan (LWMP) that is approved by the province. Systems put in place under this waiver will be considered permanent infrastructure and will be ineligible for future SFA funds. The LWMP must be supported by appropriate bylaws (e.g., OCPs, zoning, subdivision standards). In addition, local government bylaws must be in place for the enforcement of operation and maintenance of these systems. All Type II and III package treatment systems serving multiple homes must be registered under the Municipal Sewage Regulations, which among other requirements specifies that developers must post a bond equivalent to the value of the wastewater treatment infrastructure.

#### 4.0 Application Policies

There are three main steps to the SFA program: (1) an SFA Notification Form and Application for Provincial Review, (2) an SFA Application, and (3) an SFA Annual Reporting Form. All templates are provided by the OBWB on request.

4.1 Communities should submit an SFA Notification and (if applicable, see 4.4) an Application for Provincial Review to the OBWB indicating their intention to apply for a grant at the early stages of the planning process so that adequate funds can

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be requisitioned. This notification should be provided to the OBWB at least one year in advance of a SFA Application.

4.2 Grants will not be paid retroactively. Grant payments to communities will commence in same year that debt payments commence. Applicants should submit an SFA Application to the OBWB at completion of project works.

4.3 Grants are awarded based on the information provided in the SFA Application. The OBWB reserves the right to review and revise grant awards if significant changes to the project occur after receiving approval for grant funding.

4.4 Communities that are not applying for Provincial funds must submit an Application for Provincial Review in order to ensure that projects meet best practice standards. Applicants will be required to submit additional documentation to meet this requirement.

4.5 Where communities are applying for provincial funding, the SFA Application must be received within one year after the confirmation of eligibility for provincial funding. (2001)

4.6 Applicants must provide a copy of the bylaw or policy that prohibits creation of lots smaller than 1.0 hectare that are not serviced by community sewers.

4.7 Applicants must disclose all sources of funding at the time of SFA Application.

4.7.1 Where receipt of an OBWB grant brings the total grant funding beyond 100% of the total project cost, the OBWB grant will be reduced to bring the total of all grant funding to equal 100% of the total project cost.

## 5.0 Financing and Payments

5.1 Annual assessments are made based on the projected draw on the fund for each fiscal year. It is not always necessary to levy the full 21¢ per \$1000 assessment (allowed by legislation).

5.2 If the amounts to be paid are greater than the funds available for distribution, payments will be reduced proportionately such that all recipients are reduced by the same percentage. An exception is made for communities which have not previously qualified for assistance from the Board. In this case, the reduction will not apply for the first three years and any shortfall will be borne proportionately by the other qualifying communities.



5.3 Water Board grants are made on a debt repayment basis. Grants are tied to a Municipal Finance Authority (MFA) issue and repaid over a 20 or 25 year period.

5.3.1 OBWB payments are made twice annually, in August and December, after the requisitioned tax monies are received. Payments will be made on receipt of invoice from recipients, timed to match recipient payment commitments.

5.4 OBWB grant payment amounts are recalculated when MFA financing is changed, usually 10 years after the initial repayment. It is the responsibility of the applicant to re-calculate their payment schedules on their annual report and submit supporting documentation.

5.5 When an MFA debt is retired or forgiven, OBWB grant payments will cease.

5.6 Communities that do not incur debt are still eligible for OBWB funding, paid over 20 years on a similar schedule to MFA debt repayment.

5.6.1 Where debt is not incurred, and the project (or portions of the project) is self-financed, an imputed debt payment schedule will be calculated using MFA interest and sinking fund rates from the year the project was completed.

5.6.2 In the case of self-financing, imputed debt schedules will be recalculated 10 years after the first payment, to match the new MFA interest and sinking fund rates.

5.7 To receive payments, communities must submit their SFA Annual Report and provide current documentation on their debt repayments, or certify that no changes have occurred since the previous annual report.

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## CITY OF KELOWNA

# MEMORANDUM

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**Date:** July 12, 2017  
**File No.:** Z17-0044

**To:** Land Use Management Department (EW)

**From:** Development Engineering Manager

**Subject:** 4829 Parkridge Drive      Lot 24 Plan 40472      RU3c      Carriage House

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Development Engineering has the following requirements associated with this application.

1. General

The subject land under this rezoning application has an area of 0.163 hectares and is situated within the North Mission Crawford Area.

2. Domestic Water and Sanitary Sewer

This property is currently serviced with a 19mm-diameter water service. The service will be adequate for this application. One metered water service will supply both the main residence and the suite.

3. Sanitary Sewer

The subject parcel is currently not within the City service area.

Schedule 1 of Bylaw 7900, Works & Services Requirements ( BL11309 ) indicates that the parcel under application must be serviced a community sanitary sewer system for the proposed rezoning.

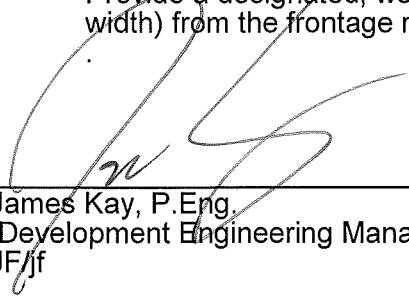
4. Electric Power and Telecommunication Services

It is the applicant's responsibility to make a servicing application with the respective electric power, telephone and cable transmission companies to arrange for service upgrades to these services which would be at the applicant's cost.

5. Access and Parking Requirements

On-site parking modules must meet bylaw requirements. An on-site turnaround is required for the parking space adjacent to the carriage house.

Provide a designated, well lit and unobstructed Emergency Access Path ( minimum 1.5m width) from the frontage road, to the main entrance of the new accessory building

  
James Kay, P.Eng.  
Development Engineering Manager  
JF/jf

<b>ATTACHMENT</b>		<b>E</b>
This forms part of application		
# Z17-0044		
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**CITY OF KELOWNA**  
**MEMORANDUM**

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**Date:** July 12, 2017  
**File No.:** DVP17-0122

**To:** Land Use Management Department (EW)

**From:** Development Engineering Manager (JK)

**Subject:** 4829 Parkridge Drive      Lot 24 Plan 40472      RU3c      Carriage House

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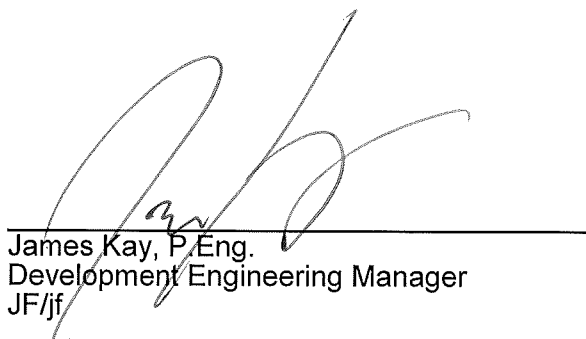
Development Engineering has the following comments associated with the following variances:

General

The Development Variance Permit Application to allow for the construction of a carriage house which is 510m in height (4.8m permitted), does not compromise the municipal servicing requirements.

The subject land under this rezoning application is situated within the North Mission Crawford Area. The Development Variance Permit Application to vary the minimum area of a lot with carriage house with an onsite sewage disposal system from 1.0ha to 0.1627 ha.

Sanitary Servicing to this lot is contrary to Schedule 1 of Bylaw 7900, Works & Services Requirements (BL11309) which states that the parcel must be serviced by a community sanitary sewer system. **This variance is not supported by Development Engineering.**

  
James Kay, P.Eng.  
Development Engineering Manager  
JF/jf

<b>ATTACHMENT E</b>	
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 City of <b>Kelowna</b> <small>COMMUNITY PLANNING</small>	



May 25, 2017

City of Kelowna, Planning  
1435 Water Street  
Kelowna BC V1Y 1J4  
[planninginfo@kelowna.ca](mailto:planninginfo@kelowna.ca)

Attn: Emily Williamson

**RE: Rezoning Z17-0044 and DVP17-0122 at 4829 Parkridge Drive, Kelowna.**

Thank you for the opportunity to provide comments on the above referenced Rezoning and DVP application from the viewpoint of our policies and regulations. The proposal would facilitate a carriage house on the property.

The Ministry of Community, Sport and Cultural Development has proposed a minimum lot size of 0.2ha as sustainable in the long-term when connected to community water but needing to be independent for sewage disposal. Interior Health supports and recommends this minimum parcel size.

Should the City still wish to consider this application, IHA recommends the following:

- The addition of a carriage house represents an increase in Daily Design Flow to the existing sewerage dispersal system. As such, the sewerage system must meet all standards of the Sewerage System Standard Practice Manual Version 3 and upgrades must be performed by an Authorized Person (AP) under the BC Sewerage System Regulation.
- In consideration of long term sustainability and public health protection and in the absence of plans to connect to community sewer in the near future, it is recommended that an AP confirm that there is room for a replacement type 1 field for the new expanded use of the existing septic system prior to approval of this application as sewerage dispersal systems have a limited lifespan.

Should you have any questions or concerns, please contact [HBE@interiorhealth.ca](mailto:HBE@interiorhealth.ca) or the undersigned.

Yours sincerely,

Marion Masson  
Environmental Health Officer – Healthy Built Environment

Bus: (250) 420-2233 Fax: (250) 426-3022  
[HBE@interiorhealth.ca](mailto:HBE@interiorhealth.ca)  
[www.interiorhealth.ca](http://www.interiorhealth.ca)

## SCHEDULE

**A**

This forms part of application

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POPULATION HEALTH  
1700 4<sup>th</sup> Street South  
Cranbrook, BC, V1C 7C2