



C·V·R·D

NOTICE OF  
ELECTORAL AREA SERVICES COMMITTEE MEETING

Tuesday,  
May 19, 2009  
Regional District Board Room  
175 Ingram Street, Duncan, BC

3:00 pm

**A G E N D A**

	<u>Pages</u>
1. <b><u>APPROVAL OF AGENDA</u></b>	1-2
2. <b><u>ADOPTION OF MINUTES</u></b>	
M1   Minutes of May 5, 2009 EASC Meeting.....	3-10
3. <b><u>BUSINESS ARISING FROM MINUTES</u></b>	
4. <b><u>DELEGATIONS</u></b>	
D1   Landale Signs regarding Application No. 8-E-08DP - <b>referred from May 5<sup>th</sup> EASC meeting</b> .....	11-26
D2   Mark Johnston regarding Application No. 4-A-08DP/RAR .....	27-60
D3   Angelo Mansueti regarding Application No. 2-C-08DP .....	61-76
5. <b><u>STAFF REPORTS</u></b>	
SR1   Staff Report dated April 29, 2009, from Tom Anderson, General Manager, regarding RCMP Boat Patrols on Shawnigan and Cowichan Lakes - <b>referred from May 13<sup>th</sup> Board meeting</b> .....	77-81
SR2   Staff Report dated May 13, 2009, from Rob Conway, Manager, regarding Sidewalk and Landscaping Agreement – Mill Bay Co-op.....	82-115
6. <b><u>CORRESPONDENCE</u></b>	
7. <b><u>APC</u></b>	
AP1   Minutes of Area F APC meeting of May 13, 2009 .....	116
AP2   Minutes of Area I APC meeting of April 7, 2009 .....	117-118
AP3   Minutes of Area D APC meeting February 16, 2009 .....	119-120
AP4   Minutes of Area E APC meeting of April 16, 2009.....	121
AP5   Minutes of Area E APC meeting of April 28, 2009 .....	122

8. **PARKS**

- PK1** Minutes of Area I Parks Commission meeting of January 13, 2009.....123-125
- PK2** Minutes of Area I Parks Commission meeting of February 10, 2009 .....126-128
- PK3** Minutes of Area I Parks Commission meeting of March 10, 2009 .....129-131
- PK4** Minutes of Area I Parks Commission meeting of April 14, 2009 .....132-134

9. **INFORMATION**

10. **NEW BUSINESS**

11. **PUBLIC/PRESS QUESTIONS**

12. **CLOSED SESSION**

Motion that the meeting be closed to the public in accordance with the Community Charter Part 4, Division 3, Section 90(1), subsections as noted in accordance with each agenda item.

- CSM1** Minutes of Closed Session EASC meeting of May 5, 2009 .....135-136

13. **NEXT MEETING**

Tuesday, June 2, 2009

14. **ADJOURNMENT**

**NOTE: A copy of the full agenda package is available at the CVRD website [www.cvrld.bc.ca](http://www.cvrld.bc.ca)**

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Director B. Harrison  
 Director K. Cossey  
 Director I. Morrison

Director M. Marcotte  
 Director G. Giles  
 Director K. Kuhn

Director L. Iannidinardo  
 Director L. Duncan  
 Director M. Dorey

M I

Minutes of the Electoral Area Services Committee Meeting held on Tuesday, May 5, 2009 at 3:00 pm in the Regional District Board Room, 175 Ingram Street, Duncan, BC.

**PRESENT**

Director B. Harrison, Chair  
Director M. Marcotte, Vice Chair  
Director L. Iannidinardo  
Director G. Giles  
Director L. Duncan  
Director I. Morrison  
Director K. Kuhn  
Director M. Dorey  
Director K. Cossey

**CVRD STAFF**

Tom Anderson, General Manager  
Rob Conway, Manager, Development Services Division  
Mike Tippett, Manager, Community and Regional Planning Division  
Rachelle Moreau, Planning Technician  
Brian Duncan, Chief Building Inspector  
Cathy Allen, Recording Secretary

**APPROVAL OF AGENDA**

The Chair noted changes to the agenda which included adding 17 items of New Business.

It was Moved and Seconded  
That the agenda, as amended, be accepted.

MOTION CARRIED

**M1 - MINUTES**

It was Moved and Seconded  
That the minutes of the April 21, 2009 EASC meeting be amended on Page 7 by changing the words "That staff research..." to "That Executive Office staff research...", and that the minutes as amended be accepted.

MOTION CARRIED

**BUSINESS ARISING**

Director Morrison referred to material that was read out at the April 21<sup>st</sup> meeting and stated that he felt proper process was not followed. Mr. Anderson stated that there is no formal process and that Directors may bring material forward as felt needed. Mr. Anderson stated that the two sentences of a letter read by Director Giles was not new information and was relevant to the discussion at hand.

**D1 – Basskin**

Rachelle Moreau, Planning Technician, presented Application No. 3-D-08DP (Hylton McAlister/Elizabeth Shatzko) to build a stilt home with an approximate area of 107m<sup>2</sup> on a residential water lease lot located at 1783 Cowichan Bay Road.

The Committee directed questions to the Planning Technician.

Cathy Basskin, delegate, owner of property located at 1785 Cowichan Bay Road, was present regarding opposition to Application No. 3-D-08DP. Ms. Basskin noted concerns regarding loss of views, loss of sunlight and loss of privacy if the application receives approval.

The Committee directed questions to the delegate.

**D2 – McAlister**

Hylton McAlister, applicant, was present regarding Application No. 3-D-08DP. Mr. McAlister presented further information to the application.

The Committee directed questions to Mr. McAlister.

It was Moved and Seconded

That Application No. 3-D-08DP (McAlister/Shatzko) be referred back to staff for further clarification respecting fire protection service, liability concerns, and elevation and setback issues.

MOTION CARRIED

**D3 - Friesen**

It was Moved and Seconded

That Application No. 2-I-05RS (Friesen) be referred to the next EASC meeting.

MOTION CARRIED

**D4 - Pitcher**

Rachelle Moreau, Planning Technician, presented Application No. 1-D-09ALR to subdivide property at 1885 Wilmot Road under Section 946 of the Local Government Act.

There were no questions to the Planning Technician from Committee members.

Gail Pitcher, applicant, was present regarding Application No. 1-D-09ALR. Ms. Pitcher provided further information to the application.

There were no questions to the delegate from Committee members.

It was Moved and Seconded

That application No. 1-D-09ALR submitted by Ron and Gail Pitcher made pursuant to Section 21(2) of the Agricultural Land Commission Act to subdivide the subject property under the provisions of Section 946 of the Local Government Act be forwarded to the Agricultural Land Commission for their consideration without recommendation.

MOTION DEFEATED

It was Moved and Seconded

That Application No. 1-D-09ALR submitted by Ron and Gail Pitcher made pursuant to Section 21(2) of the *Agricultural Land Commission Act* to subdivide the subject property under the provisions of Section 946 of the *Local Government Act* be forwarded to the Agricultural Land Commission with a recommendation to deny noting the following comments:

- the existing property is already smaller than permitted by the current zoning, and subdivision would worsen the problem of parcel sizes that were unsustainable for farming;
- the principle of protecting farm land is a core value for many residents; and
- ALR rules permit sale of property to finance farm improvements but the approval process is onerous.

MOTION CARRIED

**D5 – Landale Signs**

It was Moved and Seconded

That Application No. 8-E-08DP (Landale Signs & Neon Ltd.) be tabled.

MOTION CARRIED

**STAFF REPORTS**

**NB14 – Seasonal Cabins**

It was Moved and Seconded

As a “seasonal cabin” is a dwelling which is not intended for year round residential occupancy, has a self contained sanitation facility and may contain cooking, eating, living and sleeping facilities;

And, as a seasonal cabin’s use is limited to 180 days per year and cannot exceed 74 sq. m. in floor area.

That the Regional Board adopt a policy which defines dwellings meant for seasonal use (maximum 180 days per year) that, because of their unique location, cannot be connected to a piped potable water system or a public/private sewer system.

MOTION CARRIED

**SR1 – Boating Signs**

It was Moved and Seconded

That “Safe Boating” signage be erected along the highway right-of-way at appropriate points in both the Shawnigan Lake and Cowichan Lake areas, and at specified CVRD boat launch sites; that a public relations program be set up to help address boat noise and safety concerns on the two lakes; and further, that the CVRD contribute \$13,000 towards a cost share program with the RCMP to ensure that weekend summer boat patrols are performed.

MOTION DEFEATED

It was Moved and Seconded

That “Safe Boating” signage be erected along the highway right-of-way at appropriate points in both the Shawnigan Lake and Cowichan Lake areas, and at specified CVRD boat launch sites; and further, that a public relations program be set up to help address boat noise and safety concerns on the two lakes.

MOTION CARRIED

**SR2 –ALR  
Applications**

It was Moved and Seconded

That the CVRD Board amend Procedures and Fees Bylaw No. 2255 by deleting section 6(b) and replacing it with the following:

b) Where any application would:

- i) be within a Riparian Assessment Area pursuant to the *Riparian Areas Regulation*,
  - ii) concern an application for a subdivision of land within the Agricultural Land Reserve that would be reliant upon Section 946 of the *Local Government Act* for subdivision approval,
  - iii) concern an application for subdivision or non-farm use of Agricultural Land Reserve land that is entirely consistent with CVRD land use regulations,
- cases (i) and (ii) are not subject to subsections c), d) and e) below; and case (iii) is not subject to subsection c) below;

AND FURTHER that subsection b) of CVRD Board Resolution No. 99-458 be rescinded and replaced with the following:

b) ALR subdivision applications pursuant to section 946 of the *Local Government Act* where the parent parcel size is not in conformity with CVRD Section 946(4) regulations will be forwarded to the ALC with a recommendation to deny.

MOTION DEFEATED

It was Moved and Seconded

1. That applications for family subdivisions in the ALR be referred to Advisory Planning Commissions only on the request of the Director, and that the CVRD Board continue to pass individual resolutions on each application.
2. That Procedures and Fees Bylaw No. 2255 be amended to reflect referral to APC's being "on the request of the Director".

MOTION CARRIED

**SR3 – Livestock Kill**

It was Moved and Seconded

That Scott Stevenson be compensated \$525 for loss of livestock as a result of attacks from unknown dog(s) at 4975 Langtry Road.

MOTION CARRIED

It was suggested that an appropriate letter be drafted and forwarded to the Cowichan Tribes Chief to articulate the need to have their support to allow the local SPCA to enter Tribes land to deal with ongoing dog problems.

**CORRESPOND-  
ENCE**

**C1 –C6 and  
NB1 –NB13 (Grants  
in Aid)**

It was Moved and Seconded

That the following grant in aid requests be approved:

That a grant-in-aid request (Electoral Area B – Shawnigan Lake) in the amount of \$350 be given to Garden House Foundation to assist the Foundation with their mandate.

That a grant-in-aid request (Electoral Area I – Youbou/Meade Creek) in the amount of \$400 be given to Lake Days Celebration Society to assist with Lake Days event costs.

That a grant-in-aid request (Electoral Area I – Youbou/Meade Creek) in the amount of \$150 be given to Lake Cowichan Secondary School Grad 2009 to assist with prom night expenses.

That a grant-in-aid request (Electoral Area I – Youbou/Meade Creek) in the amount of \$125 be given to The Kaatza Art Group to assist with Kaatza Spring Art Show 2009 expenses.

That a grant-in-aid request (Electoral Area I – Youbou/Meade Creek) in the amount of \$250 be given to Founders Independent Living Society to assist with start up expenses.

That a grant-in-aid request (Electoral Area I – Youbou/Meade Creek) in the amount of \$1000 be given to Cowichan Lake Salmonid Enhancement Society to assist with their salmon enhancement project.

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That a grant-in-aid request (Electoral Area D – Cowichan Bay) in the amount of \$500 be given to Cowichan Bay Improvement Association to assist with expenses for their annual Low Tide Day.

That a grant-in-aid request (Electoral Area D – Cowichan Bay) in the amount of \$300 be given to Shawnigan Cobble Hill Farmers Institute to assist with advertising costs for the Fair's 100<sup>th</sup> Anniversary.

That a grant-in-aid request (Electoral Area A – Mill Bay/Malahat) in the amount of \$300 be given to Shawnigan Cobble Hill Farmers Institute to assist in promotion of the Fair's 100<sup>th</sup> Anniversary.

That a grant-in-aid request (Electoral Area C – Cobble Hill) in the amount of \$300 be given to Shawnigan Cobble Hill Farmers Institute to assist with advertising costs for the Fair's 100<sup>th</sup> Anniversary.

That a grant-in-aid request (Electoral Area E – Cowichan Station/Sahtlam/Glenora ) in the amount of \$300 be given to Shawnigan Cobble Hill Farmers Institute to assist with advertising costs for the Fair's 100<sup>th</sup> Anniversary.

That a grant-in-aid request (Electoral Area B – Shawnigan Lake) in the amount of \$300 be given to Shawnigan Cobble Hill Farmers Institute to assist in promotion of the Fair's 100<sup>th</sup> Anniversary.

That a grant-in-aid request (Electoral Area F – Cowichan Lake South/Skutz Falls) in the amount of \$500 be given to Lake Cowichan Secondary School to assist with their 2009 scholarship/bursary program.

That a grant-in-aid request (Electoral Area F – Cowichan Lake South/Skutz Falls) in the amount of \$125 be given to The Kaatza Arts Group to assist with costs for the 2009 Spring Art Show.

That a grant-in-aid request (Electoral Area F – Cowichan Lake South/Skutz Falls) in the amount of \$400 be given to the Lake Days Celebration Society to assist with costs to hold the Lake Days Community Breakfast event.

That a grant-in-aid request (Electoral Area F – Cowichan Lake South/Skutz Falls) in the amount of \$1125 be given to the Cowichan Lake Lady of the Lake Society to assist with costs associated with the 2009 pageant function.

That a grant-in-aid request (Electoral Area F – Cowichan Lake South/Skutz Falls) in the amount of \$125 be given to Lake Cowichan Animal Rescue Society to support the work and efforts of the Society.

That a grant-in-aid request (Electoral Area F – Cowichan Lake South/Skutz Falls) in the amount of \$250 be given to Founders Independent Living Society to assist with the efforts of the Society to provide independent living to seniors and disabled citizens in the Cowichan Lake area.

That a grant-in-aid request (Electoral Area F – Cowichan Lake South/Skutz Falls) in the amount of \$150 be given to Lake Cowichan Secondary School Grad 2009 to assist with costs to hold Prom Night 2009.

That a grant-in-aid request (Electoral Area I – Youbou/Meade Creek) in the amount of \$1125 be given to Cowichan Lake Lady of the Lake Society to assist with costs associated with the 2009 pageant function.

MOTION CARRIED

**PARKS**

**PK1 - Minutes**

It was Moved and Seconded  
That the minutes of the Area F Parks Commission meeting of March 3, 2009, be received and filed.

MOTION CARRIED

**APC**

**AP1 – AP2 Minutes**

It was Moved and Seconded  
That the minutes of the Area E APC meeting of March 26, 2009, be received and filed.

MOTION CARRIED

It was Moved and Seconded  
That the minutes of the Area D APC meeting of April 6, 2009, be received and filed.

MOTION CARRIED

**NEW BUSINESS**

**NB1 – Foreshore protection**

Director Harrison expressed concern that home owners are encroaching into the foreshore of their water front homes and noted that bylaws are in place to protect the foreshore. Director Harrison stated that the situation needs to be monitored and bylaws enforced.

**NB2 – Hearing  
Delegate discussion**

Director Cossey questioned proper protocol respecting Hearing Delegate's discussions and recommendations following public hearings and prior to bylaws going to the Board for consideration of third reading.

Mr. Anderson stated that he will consider how meetings can be coordinated between Public Hearing delegates and staff prior to bylaws being forwarded to the Board.

It was Moved and Seconded

That the General Manager, Planning and Development, consult with neighbouring municipalities regarding their post public hearing procedures and practices, and report back to the EASC.

MOTION CARRIED

**NB3 – Access to  
Information**

Director Morrison expressed concern respecting Director's access/non-access to confidential information. It was decided that discussion should be considered in Closed Session.

**RISE**

The Committee rose without report.

**ADJOURNMENT**

It was Moved and Seconded

That the meeting be adjourned

MOTION CARRIED

The meeting adjourned at 6:40 pm.

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary



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## STAFF REPORT

### ELECTORAL AREA SERVICES COMMITTEE OF MONDAY, MAY 5, 2009

**DATE:** April 29, 2009 **FILE NO:** 8-E-08 DP  
**FROM:** Rob Conway, Manager **BYLAW NO:** 1490 & 1840  
Development Services Division  
**SUBJECT:** Development Permit Application No. 8-E-08DP  
(Landale Signs & Neon Ltd.)

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**Recommendation:**

That Application No. 8-E-08DP (Landale Signs and Neon Ltd.) to permit additional fascia signs on Lot 1, Section 14, Range 6, Quamichan District, Plan 4077 shown outlined in red on Plan 1500R, except that part shown in red on Plan 1688OS and except part in Plan 40941 (PID: 012-522-449), be denied.

**Purpose:**

To permit additional fascia signs on a commercial/retail warehouse building located within the Trans Canada Highway Development Permit Area.

**Background:**

Location of Subject Property: 5380 Trans Canada Highway

Legal Description: Lot 1, Section 14, Range 6, Quamichan District, Plan 4077 shown outlined in red on Plan 1500R, except that part shown in red on Plan 1688OS and except part in Plan 40941 (PID: 012-522-449)

Owner: Parhar Property Management Ltd

Applicant: Landale Signs and Neon Ltd.

Size of Parcel: 0.65 hectares

Existing Zoning: I-1 (Light Industrial)

Minimum Lot Size Under Existing Zoning: 0.1 hectare for parcels served by community water and sewer system

Existing Plan Designation: Industrial

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Existing Use of Property: Commercial/Retail

Existing Use of Surrounding Properties:

North: Industrial  
 South: Industrial  
 East: Trans Canada Highway  
 West: Industrial

Services:

Road Access: Trans Canada Highway Frontage Road  
Water: City of Duncan Water System  
Sewage Disposal: Eagle Heights

Agricultural Land Reserve Status: Out

Environmentally Sensitive Areas: The CVRD Environmental Planning Atlas (2000) has not identified an Environmentally Sensitive Areas on the subject property.

Archaeological Site: None identified

A development permit was issued for the subject property last year that authorized the reconstruction and expansion of a commercial/retail warehouse that was damaged by fire in January, 2008. The permit, among other things, addressed building design, site layout, landscaping and signage. The permit included approval for lettering over the main building entrance to identify the business that will occupy the building ("The Brick") and a pylon sign near the entrance to the site that would replace an existing freestanding sign. Approval for the design of the pylon sign was delegated to the Manager of Development Services. The property owner has submitted drawings for the pylon sign and is presently having them amended based on staff comments. The building tenant has now requested additional fascia signs that were not included with the previous development permit application. As the new signs proposed by the building tenant were not addressed in the previous application, a new development permit is required to authorize the additional signage.

**The Proposal:**

The subject application proposes lettering and product logos located above windows on either side of the main entry to the building, as shown on the attached building elevation. The signs would be between 12 and 20 feet above grade level, and would add an additional 16.1 square metres (173.5 sq. f.) of sign area to the front exterior of the building in addition to the 15.75 sq. m (169 sq. ft.) that was approved as part of a previous development permit. The content of the proposed signs advertises products sold by the business (mattresses, furniture, appliances, etc.), rather than the business itself. Drawings showing the proposed signs are attached to this report.

**Policy Context:**

Signs at the location of the subject property are regulated by CVRD Sign Bylaw No. 1095 and the Trans Canada Highway Development Permit Area, which is contained in Official Community Plan Bylaw No. 1490. As the TCH Development Permit Area addresses signage, a sign permit is not required in addition to the required development permit. Signs, however, are

required to comply with both the sign bylaw and applicable development permit guidelines.

*Sign Bylaw:*

The Sign Bylaw regulates, among other things, the type and area of signage permitted on a property. The amount of signage permitted on a property varies depending on the zoning class of the subject property (Agricultural and Forestry, Residential and Institutional, Commercial, Industrial, Waterfront) and the property's road frontage. In this case, as the property is zoned Light Industrial (I-1), and has approximately 104 metres (343 ft.) of road frontage, the Sign Bylaw permits up to 63.75 sq m. (686 sq. ft.) of fascia signage and up to 63.75 sq. m. (686 sq. ft.) of free standing signage on the property. Free standing signs are limited to a maximum area of 13.93 sq. m. (150 sq. ft.).

Section 3.6 of the Sign Bylaw states, "*Where a Development Permit Area establishes guidelines for the characteristics and appearance of signs, the provisions of this Bylaw shall not apply insofar as they would conflict with the provisions of a Development Permit. In particular, where a Development Permit authorizes the placement of a sign, a sign permit under this Bylaw shall not be required.*" As the Trans Canada Highway Development Permit Area addresses signage, the Sign Bylaw establishes the amount of signage permitted on a property with additional standards established within the DPA guidelines.

*Trans Canada Highway Development Permit Area:*

The TCH Development Permit Area includes policies and guidelines for industrial, commercial and multi-family development in Area 'E' along the Highway corridor. With respect to signage, the DPA includes the following guideline:

*Signs are to be in compliance with the CVRD Sign Bylaw, the Motor Vehicle Act or current Ministry of Transportation and Highways policies and the following guidelines:*

- *Signage should be designed to reflect the architecture of the site and to be in harmony with the landscaping plans for the site.*
- *Where multiple free standing signs are required on a site these signs shall be consolidated into a single comprehensive sign grouping or panel.*
- *Free standing signage shall be low and should not exceed 5 metres in height, except where a site is lower than the adjacent road surface. In these cases, variations may be appropriate and should be considered on their own merit.*
- *Facia or canopy signs may be considered, provided that they are designed in harmony with the architecture of the structure proposed.*
- *Projecting signs should be discouraged since they tend to compete with one another and are difficult to harmonize with the architectural elements of commercial buildings.*
- *Where signs are illuminated, favourable consideration should be given to external light sources or low intensity internal light sources. High intensity panel signs should be avoided.*

Applications for development permits in the TCH Development Permit Area are required to include a signage plan showing all proposed signs and sign areas.

*Development Application Procedures and Fees Bylaw:*

Section 7 of Bylaw No. 2255 delegates the authority to issue development permits for signs to the General Manager of Planning and Development (formerly Manager of Development Services). In this case, however, since the application proposes to amend a development permit previously issued by the Regional Board, the General Manager of Planning and Development has referred the application to the Board for consideration.

**Advisory Planning Commission Comments:**

Area "E" Advisory Planning Commission reviewed the subject application on March 26, 2009. The minutes of the meeting show that a motion that "application File # 8-E-08DP be approved" was defeated. No subsequent motion or comments were recorded in the minutes.

**Planning Division Comments:**

A proliferation of signs along the Trans Canada Highway between the Koksilah River and the Highway 18 turn-off has contributed to this section of the Highway being commonly referred to as "The Duncan Strip". The negative reaction that many local residents and visitors have to the appearance of commercial development and signage through this section of highway has led to the Cowichan Valley Regional District, the City of Duncan and the District of North Cowichan all implementing development permit areas to establish standards for new commercial development, in an attempt to improve the appearance of development and signage along the highway corridor.

The Area "E" TCH Development Permit Area includes design guidelines for commercial, industrial and multi-family development within approximately 200 metres of the Highway. With respect to signage, the guidelines explicitly state that signs should be designed to complement the architecture and landscape design of a site. Facia signs, such as the type proposed with this application, are permitted within the TCH Development Permit Area, provided they are "designed in harmony with the architecture of the structure proposed". The guidelines clearly intend that signage be considered as part of an overall design strategy for a site.

When the development permit application for the re-construction of "The Brick" was reviewed by the Advisory Planning Commission, the Electoral Area Services Committee and the Regional Board last year, signage was carefully considered and was incorporated into the development permit that was issued. While this does not mean additional signage cannot be added following issuance of a development permit, any new signage should be carefully considered to ensure that it does not detract from design approved in the original permit

The additional signage proposed in this application is part of a corporate brand The Brick utilizes on its new buildings. While the establishment of a corporate identity is an important and legitimate marketing objective for retail businesses, it does not necessarily recognize local priorities and site context. The design guidelines for the TCH Development Permit Area were implemented with the objective of establishing a higher standard for commercial development along the Trans Canada Highway. Given that the building on which the subject signage would

be placed is very prominent from the Highway, staff suggest that signage on this building should be considered differently than if the building were less visible from the Highway.

Staff believes the proposed signs do not comply with the applicable development permit guidelines for the following reasons:

1. A comprehensive signage plan for the entire property was not provided. There are multiple tenants on the subject property and there is little or no consistency between the proposed signs and other signs on the property.
2. The signs do not demonstrate any obvious relationship to the building's architecture. Although there are panels on the building on either side of the building's entry way that are large enough to accommodate the proposed signs, additional signage on the panels does not appear to serve any architectural purpose. In contrast, the primary fascia sign over the main entryway ("The Brick"), serves an architectural purpose by identifying the building entrance.

For the above reasons, staff recommends that the application be denied. Alternatively, should the Committee wish to permit some form of additional fascia signage on the building, Staff recommend that this be done only after a comprehensive signage plan has been submitted and approved for the subject property.

**Options:**

1. That Development Permit Application No. 8-E-08DP be denied.
2. That the applicant be requested to prepare and submit comprehensive signage plan for the subject property and amend the proposed signs to be consistent with the signage plan prior to consideration of Development permit Application No. 8-E-08DP.
3. That Development Permit Application No. 8-E-08DP be approved.

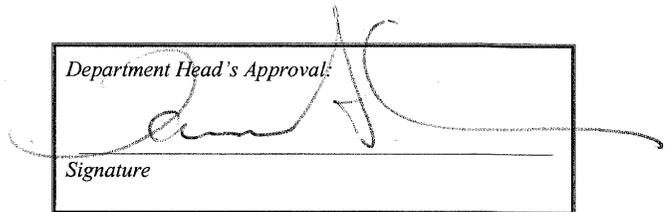
Submitted by,



Rob Conway, MCIP  
Manager, Development Services Division  
Planning and Development Department

Department Head's Approval:

Signature



RC/ca

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CVRD

COWICHAN VALLEY REGIONAL DISTRICT

DEVELOPMENT PERMIT

NO: 1-E-08DP

DATE: JUNE 9, 2008

TO: PARHAR PROPERTY MANAGEMENT LTD.

ADDRESS: 320 FESTUBERT STREET

DUNCAN, BC V9L 3S9

1. This Development Permit is issued subject to compliance with all of the bylaws of the Regional District applicable thereto, except as specifically varied or supplemented by this Permit.
2. This Development Permit applies to and only to those lands within the Regional District described below (legal description):  
*That Part of Lot 1, Section 14, Range 6, Quamichan District, Plan 4077 Shown outlined in Red on Plan 1500R Except that part shown in red on Plan 1688 OS and Except part in Plan 40941*
3. Authorization is hereby given for the development of the subject property in accordance with the conditions listed in Section 4, below.
4. The development shall be carried out subject to the attached site plans and amendments, and subject to the following conditions:
  - a) *Conformance with the Landscape Plan, Parking Plan, and Main Floor Plan from Ellins Architects Inc. dated February 25, 2008.*
  - b) *Subsequent amendment of the Parking Plan, which clearly indicates the location of parking stalls for the disabled in front of each of the buildings.*
  - c) *Subsequent amendment to the Landscape and Parking Plans which incorporate garbage bins that are screened and located to the north side of the building along the property line.*
  - d) *Approval of the sign by the Manager of Development Services, in accordance with the provisions of CVRD Development Application and Procedures and Fees Bylaw No. 2255.*
  - e) *Receipt of an irrevocable letter of credit in a form suitable to the CVRD, equivalent to 120% of the landscape costs, to be refunded after two years if the plantings are successful and to the satisfaction of the CVRD Planning Department; and landscaping to be in accordance with the BC Society of Landscape Architects Standards.*
5. The land described herein shall be developed in substantial compliance with the terms and conditions and provisions of this Permit and any plans and specifications attached to this Permit shall form a part thereof.
6. The following Schedule is attached:
  - Form 1, Main Floor Plan by Ellins Architect Inc, dated February 25, 2008
  - Form 2, Site Plan by Ellins Architect Inc, dated April 28, 2008.
7. This Permit is not a Building Permit. No certificate of final completion shall be issued until all items of this Development Permit have been complied with to the satisfaction of the Development Services Department.

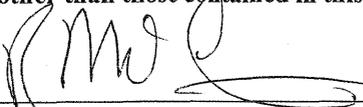
ISSUANCE OF THIS PERMIT HAS BEEN AUTHORIZED BY RESOLUTION NO. 08-322(8) PASSED BY THE BOARD OF THE COWICHAN VALLEY REGIONAL DISTRICT THE 14<sup>TH</sup> DAY OF MAY 2008.

Tom Anderson, MCIP  
Manager, Development Services

000016

**NOTE:** Subject to the terms of this Permit, if the holder of this Permit does not substantially start any construction within 2 years of its issuance, this Permit will lapse.

I HEREBY CERTIFY that I have read the terms and conditions of the Development Permit contained herein. I understand and agree that the Cowichan Valley Regional District has made no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise) with PARHAR PROPERTY MANAGEMENT LTD. other than those contained in this Permit.

  
Signature

  
Witness

Owner/Agent

  
Occupation

JUNE 9, 2008  
Date

JUNE 9/08  
Date

**ELECTORAL AREA E APC MEETING MINUTES**

**Glenora Community Hall**

**March 26, 2009**

**Meeting called to order at 7:10 p.m.**

**PRESENT:**

**Director Area "E":** Loren Duncan

**Members:** David Coulson, Jim Marsh, Ben Marrs, Frank McCorkell, Dan Ferguson, David Tattam, Colleen MacGregor

**ABSENT:** Keith Williams, John Salmen and Darin George

**ORDER OF BUSINESS:**

**1. Election of Officers:**

**Chair** – Jim Marsh

**Vice-Chair** – Frank McCorkell

**Secretary** – Colleen MacGregor

**2. MOTION:**

It was moved to approve the Minutes of Nov. 13, 2008

**MOTION CARRIED**

**3. Directors Update** – next meeting set for April 16, 2009 at 6:00 pm at the Sahtlam Fire Hall.

 **4. APPLICATION File # 8-E-08DP**

**Applicant:** Landale Signs & Neon Ltd.

**Delegates:** Dave Backstrom - Regional Director Brick Warehouse  
Jay Brown – Landale Signs & Neon Ltd.

**MOTION:**

It was moved and seconded that Application **File # 8-E-08DP** be approved.

**MOTION DEFEATED**



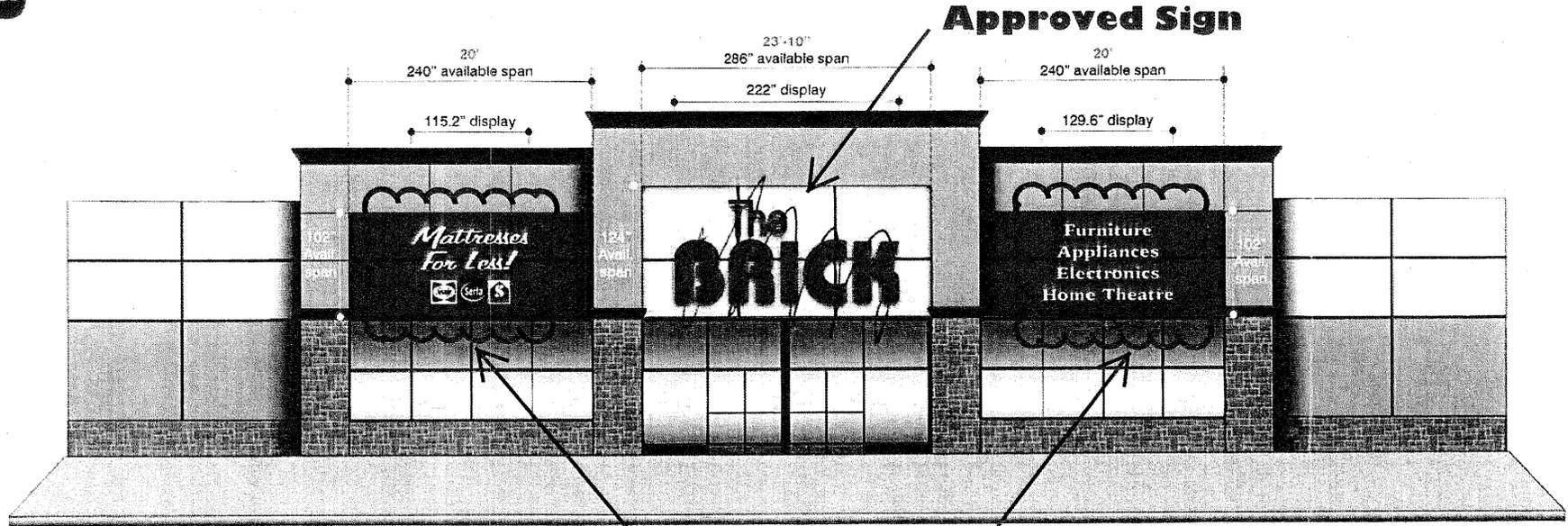




POSSIBLE  
**5 Ft.**

Showing Exterior Signs - 5' tall "The Brick" illuminated channel lettering with non-illuminated secondary lettering

The Brick - DUNCAN



**Approved Sign**

**Proposed Signs**



make one set

**Option A:**  
Non-Illuminated White Plastic Cut Out Letters and panels, panels sheeted with vinyls and wrapped with 1" white trim cap  
Pin Mounted  
1 Set Required



Make ONE SET

Supply & install 5' tall Illuminated Channel Letters  
Self Contained Electrical with Pass Thru's  
GELCORE L.E.D. Illumination  
Faces - 3/16" / 2780 SG RED Acrylic with 1" White Trim Cap  
White 8" Deep .050 Aluminum Returns.  
Aluminum Letter Backs  
1 set required



make one set

**Option A:**  
Non-Illuminated White Plastic Cut Out Letters wrapped with 1" white trim cap  
Pin Mounted  
1 Set Required

COLORS ARE CONFIRMED SITE CHECK IS NOT CONFIRMED

**LANDALE**  
Signs & Neon



good company to be SEEN with

Sustained growth through Partnership  
2009 The Brick - Tuesday, August 12, 2009 8:17:57 AM 3288 email: design@landale.com

Revised: July 30/08 @ 3:05 pm

Scale: 3/32" = 1'  
SIZES SHOWN ARE APPROXIMATE  
wo# reference XXXX

sales: Mary Wirth  
designer: Andrew Wnek  
date: June 13/08  
location: Duncan

Viewer to initial this box.

I understand that this document may not be distributed by any means for the purpose of obtaining competitor quotes, nor may it be used in any manufacturing process other than by Landale Signs & Neon Ltd.

Sketch # 5909 The Brick - Duncan - Exterior



Customer Approval

Date: \_\_\_\_\_

000022

5 Ft.

Showing Exterior Signs - non-illuminated secondary lettering

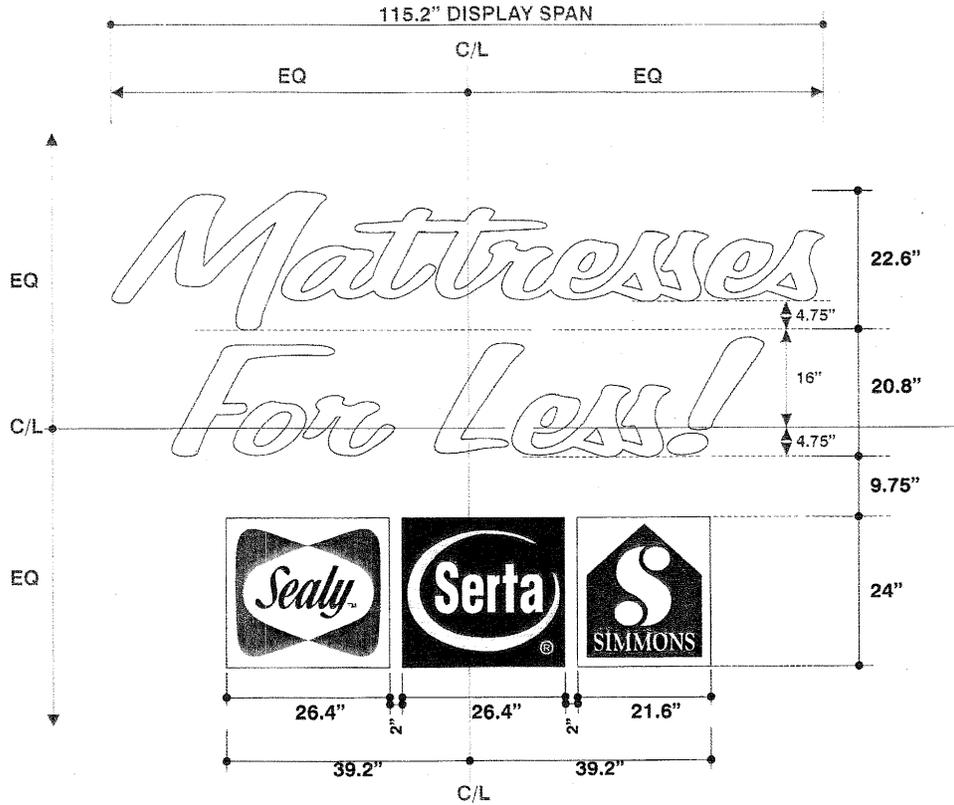
The Brick - DUNCAN

4



make one set

**Option A:**  
 Non-Illuminated White  
 Plastic Cut Out Letters and panels,  
 panels sheeted with vinyls  
 and wrapped with 1" white trim cap  
 Pin Mounted  
**1 Set Required**



**Color Chart:**

- 015-2 White Acrylic
- Regular
- Sealy: MACMark 9889-00 Gloss Black  
MACMark 9839-24 Medium Blue
- Regular
- Serta: MACMark 9889-00 Gloss Black  
MACMark 9809-00 Dark Yellow
- Regular
- Simmons: MACMark 9839-11 Vivid Blue

**LANDALE**  
 Signs & Neon



good company to be SEEN with

Sustained growth through Partnership

6909 The Brick - Duncan Location  
 Tuesday, August 12, 2008 9:57 AM

00023

Scale: 1/2" = 1'  
 SIZES SHOWN  
 ARE APPROXIMATE  
 wo# reference XXXXX

sales: Marv Wirth  
 designer: Andrew Wnek  
 date: June 13/08  
 location: Duncan

**Viewer to initial this box.**

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Sketch # 5909 The Brick - Duncan - Exterior



Customer Approval

Dated: \_\_\_\_\_

The Design Depicted herein is the sole property of LANDALE SIGNS and may not be reproduced in whole or in part without the written permission of that Company's Principal Officer. Colors shown on this presentation are strictly representational. Those actually used in production may vary due to the translucency of vinyls, digital print inks, acrylic paints and the luminosity of neon.



Showing Exterior Signs - non-illuminated secondary lettering

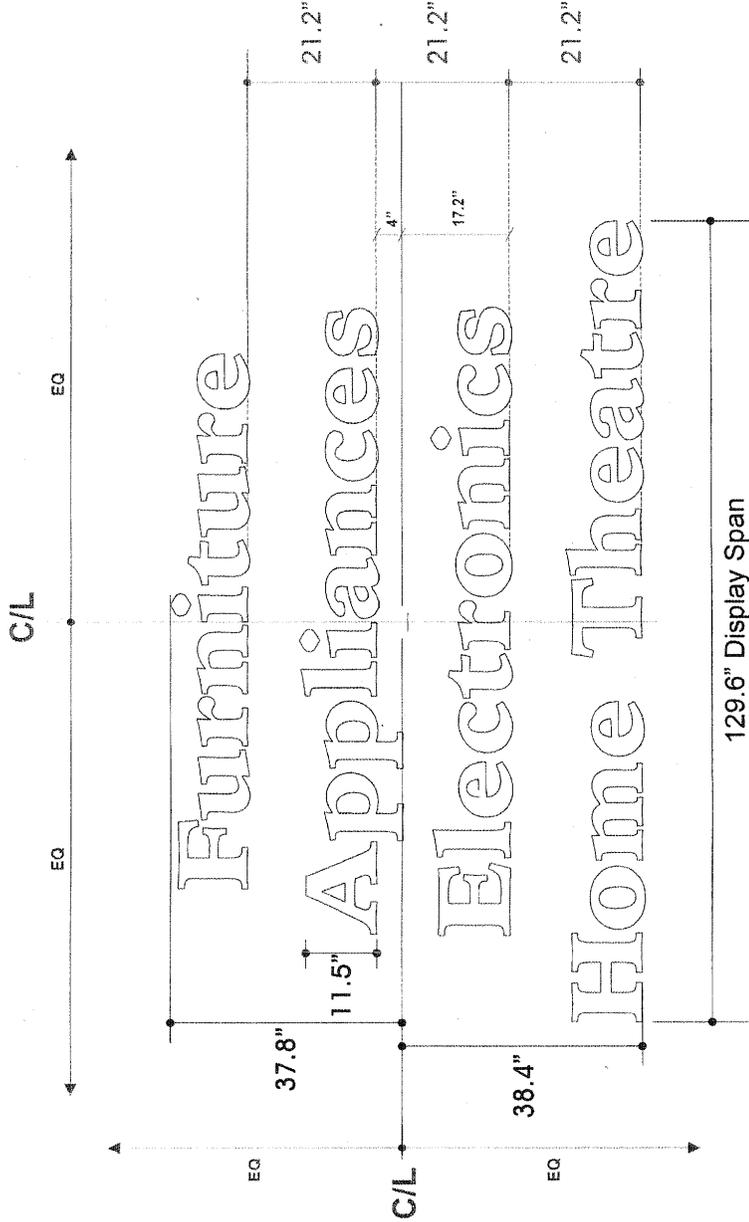
The Brick - DUNCAN

3



make one set

- Option A:
- Non-Illuminated White Plastic Cut Out Letters wrapped with 1" white trim cap
- Pin Mounted
- 1 Set Required



Color Chart:

015-2 White Acrylic

LANDALE Signs & Neon



good company to be SEEN with Sustained growth through Partnership

Brick August 1971, 2009-11, 1188-1188-2225 email: sales@landale.com

Scale: 1/2" = 1' SIZES SHOWN ARE APPROXIMATE wo# reference XXXX

sales: Marv Wirth designer: Andrew Winek date: June 13/08 location: Duncan

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Sheet: 5019 The Brick - Duncan - Exterior

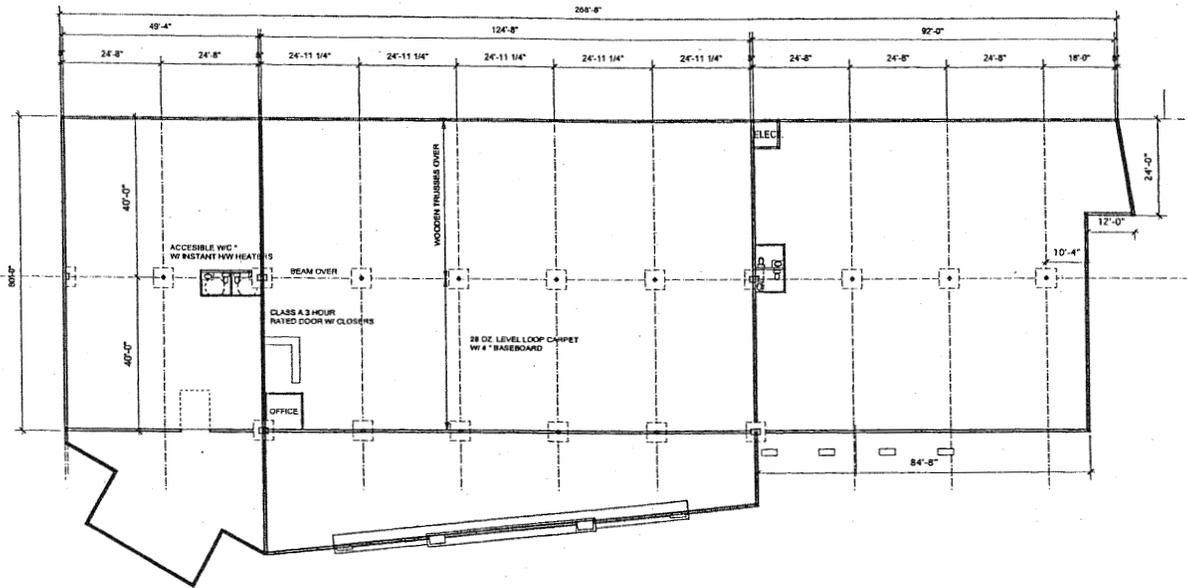
Customer Approval

Dated:

000024

Copyright reserved. These plans and drawings are at all times the property of the individual to be used for the project shown. Written consent is required from the professional seal or representation. Contractor to verify all floor levels, heights, dimensions, specifications, location of building on site, and location of all services prior to construction. All work to be done in accordance with the B.C. Building Code, Current editions, and all local building bylaws.

NO. | DATE: |  
 REVISION: |  
 FEB 18, 2008 ORIGINAL  
 FEB 25, 2008 ELEVATION



FLOOR PLAN  
 SCALE 1/16 = 1'-0"



FRONT ELEVATION  
 SCALE 1/16 = 1'-0"

BRICK WAREHOUSE  
 DUNCAN B.C.



828 herry point road  
 gdn-046 888-0111  
 phone: 250-247-8158  
 fax: 250-247-8113  
 e-mail: ellinsarchitect@shaw.ca

ellins architect inc.  
 architecture • planning • interior design

DRAWING:  
 MAIN FLOOR PLAN  
 FRONT ELEVATION

DRAWN BY: JDE, AK  
 DATE: FEBRUARY 25, 2008  
 SCALE: AS NOTED

PROJECT NO. 08-003 | DRAWING NO. A2

MAIN FLOOR PLAN

February 25, 2008

000025

000026

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	SIZE	COMMENTS
1	1	PRUNUS PENSILVANA	PURPLE LEAF PLUM	6 cm	DECIDUOUS TREE
2	1	LOQUANIAS STRACIFLORA	WAXY ALICE		SMALL DECIDUOUS TREE
3	1	PRUNUS SERICEA	FLOWERING CHERRY	5 CM DIA.	FLOWERING TREE
4	1	CORNUS STOLONIFERA	RED TWIG DOGWOOD	5 CM	SMALL DECIDUOUS TREE
5	1	ESCALONIA RUBRA	ESCALONIA	#3 POT	FLOWERING SHRUB
6	1	AMPERSIBENOPSIS	FLUMBERIA BARK	JARRET	1 GAL. EVERGREEN SHRUB
7	1	HAMONIA AQUILEGIA	OREGON GRAB	2 GAL.	NATIVE EVERGREEN
8	1	HAMONIA DOMESTICA	HEAVENLY BAMBOO	3 GAL.	BAMBOO-LIKE BRADYBLAD
9	1	ACTINOPHYLLON	NOVEMBER	4" POT	EVERGREEN

- NOTES:
1. ALL PLANTS AND PLANTING TO BE IN ACCORDANCE WITH THE CITY OF NANAIMO STANDARD LATEST EDITION.
  2. LOCATE ALL UNDERGROUND UTILITIES PRIOR TO DIGGING.
  3. REPLACE ANY EXCAVATED SOIL WITH NEW SOIL TO A DEPTH OF 18" LOCAL TOPSOIL.
  4. BONE MEAL SHOULD BE ADDED AND MIXED INTO LOOSE SOIL IN PLANTING PIT.
  5. CHEMICAL FERTILIZERS SHOULD NOT BE USED.
  6. WHEN PLANTING DISTURB ROOTS AS LITTLE AS POSSIBLE.
  7. IRRIGATION TO BE INSTALLED TO CITY OF NANAIMO STANDARDS.
  8. DARK MULCH IN ALL LANDSCAPED AREAS.
  9. BOULVARD TO BE SLOPED AND IRRIGATED TO CITY STANDARDS.

**SITE INFORMATION:**

LEGAL DESCRIPTION: PART OF LOT 1, SECTION 14, RANGE 8, QUAMICHAN DISTRICT PLAN 4077 WITHIN PLAN 1500R, EXCEPT PART IN PLAN 1888 OS AND PART IN PLAN 40941

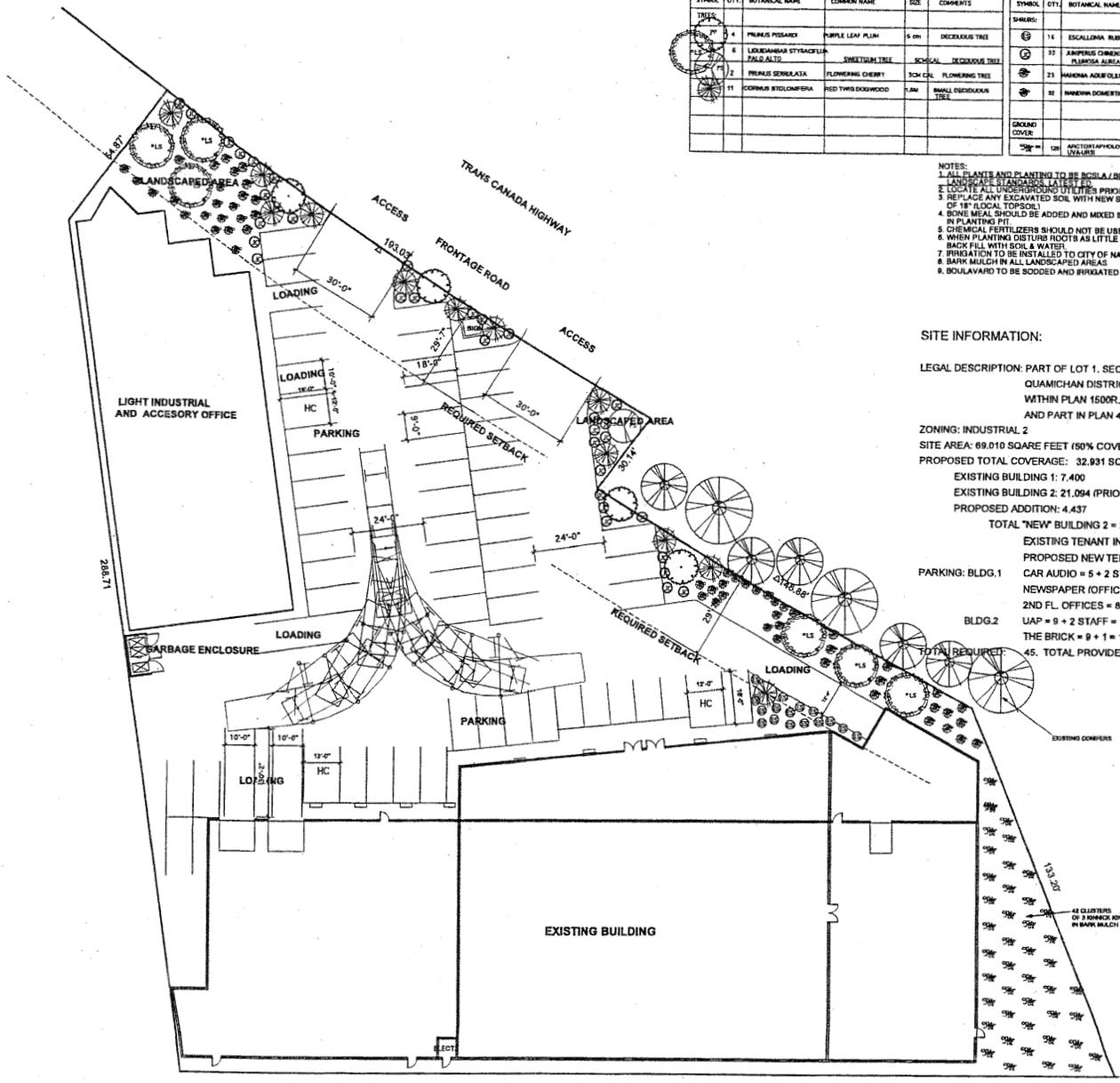
ZONING: INDUSTRIAL 2  
 SITE AREA: 69,010 SQUARE FEET (60% COVERAGE ALLOWED) (34,505 SQUARE FEET)  
 PROPOSED TOTAL COVERAGE: 32,931 SQUARE FEET

EXISTING BUILDING 1: 7,400  
 EXISTING BUILDING 2: 21,094 (PRIOR TO FIRE)  
 PROPOSED ADDITION: 4,437  
 TOTAL 'NEW' BUILDING 2 = 25,531

EXISTING TENANT IN BUILDING 2 (UAP) = 7,054  
 PROPOSED NEW TENANT IN BLDG. 2 + ADDITION (THE BRICK) = 18,477

PARKING: BLDG. 1  
 CAR AUDIO = 5 + 2 STAFF = 7  
 NEWSPAPER (OFFICE) = 9  
 2ND FL. OFFICES = 8

BLDG. 2  
 UAP = 9 + 2 STAFF = 11  
 THE BRICK = 9 + 1 = 10  
 45. TOTAL PROVIDED 57.



317.73'

brick warehouse


 923 berry street road  
 colvoria island b.c. V8R 1X1  
 phone: 250-247-8585  
 fax: 250-247-8513  
 e-mail: ellins@ellinsarchitect.com

ellins architect inc.  
 architecture • drawings • interior design

DRAWN BY: JDE/AK  
 DATE: APRIL 28 2008  
 SCALE: 1/8"=1'  
 PROJECT NO.: 08-003  
 DRAWING NO.: A1

NO.	DATE	REVISION
1	FEB 18, 2008	ORIGINAL
2	FEB 25, 2008	ELEVATION
3	APR 28, 2008	ELEVATION
4	MAY 30, 2008	



D2

## STAFF REPORT

### ELECTORAL AREA SERVICES COMMITTEE MEETING OF MAY 19, 2009

**DATE:** May 12, 2009 **FILE NO:** 4-A-08DP/RAR  
**FROM:** Rob Conway, Manager **BYLAW NO:** 1890  
Development Services Division  
**SUBJECT:** Application No. 4-A-08DP  
(M. Johnston for The Limona Group)

---

**Recommendation:**

That application 4-A-08DP for a development permit not be approved until such time as a Riparian Area Assessment report is submitted confirming no relaxation of the identified Streamside and Protection and Enhancement Area.

**Purpose:**

To consider issuance of a Riparian Area Regulation Development Permit for a proposed subdivision that would reconfigure the boundaries of three parcels on the Stonebridge Lands.

**Financial Implications:**

N/A

**Interdepartmental/Agency Implications:**

N/A

**Background:**

**Location of Subject Properties:** Trans Canada Highway and Shawnigan - Mill Bay Road.

**Legal Description:** Parcel B, Section 3, Range 8, Shawnigan District, Plan 34171, except Part in Plan VIP51810; parcel C (DD 91923I) of Section 3, Range 8, Shawnigan District, Except That Part in Plan 34171; and Section 3, Range 8, Shawnigan District, Except Aprcel A (DD 435701), Parcel B (DD457041), Parcel C (DD 91923I) and Except Those Parts in Plans 4171, 8239, 9554, 34171, 51404, VIP69873, and VIP77020.

**Date Application and Complete Documentation Received:** December 4, 2008

**Owner:** Lois Beryl Garnett

**Applicant:** Mark Johnston on behalf of the Limona Group

000027

Size of Parcel: 4.09 ha (1.16 ac.)

Zoning: CD-1, C-4, R-3, A-4 (See attached zoning map)

OCP Designation: Urban Residential, Commercial, Agricultural

Current Use of Property: Commercial and Vacant

Use of Surrounding Properties:

North: Residential and Commercial  
 South: Residential  
 East: Trans Canada Highway  
 West: Agricultural and Rural Residential

Services:

Road Access: Shawnigan – Mill Bay Road and Barry Road  
Water: Mill Bay Waterworks  
Sewage Disposal: On-site

Agricultural Land Reserve Status: Out

Contaminated Sites Regulation: Schedule 2 activity identified (former gas station)

Environmentally Sensitive Areas: Shawnigan and Hollings Creek

**The Proposal:**

The applicant has applied to reconfigure the boundaries of the subject properties in order to facilitate future development. Plans showing the existing and proposed lot configurations are attached to this report. If approved, the proposed subdivision would result in a 0.88 hectare lot east of the Barry Road intersection (Proposed Lot 1), a 4.09 hectare north of Shawnigan Creek (Proposed Lot 2) and a 1.52 hectare lot that would encompass Shawnigan Creek and the associated Riparian Area.

The Planning and Development Department has received an OCP and Zoning amendment application for the Stonebridge Lands, including the three subject parcels, that would permit development of the subject lands for a commercial shopping centre, seniors housing, 1200 residential units, a site for community institutional use and approximately 12 hectares of publicly owned parks and green space. The application indicates Proposed Lot 1 would be dedicated for community institutional use (possible location for RCMP detachment), Proposed Lot 2 would be developed for a shopping centre and Proposed Lot 3 would be dedicated as parks and green space. The intended uses for the proposed lots and dedications are largely dependent upon a successful rezoning process. Since part of Proposed Lot 2 is currently zoned C-2, commercial development on part of this property could occur without rezoning.

The purpose of the proposed subdivision is primarily to define the boundaries of the proposed shopping centre and institutional sites. Since the proposed subdivision includes lands with a fish bearing creek (Shawnigan Creek), a riparian area assessment and development permit is required as a condition of subdivision approval. The Riparian Area Assessment and development permit process establish a Streamside Protection and Enhancement Area (SPEA), or the riparian area adjacent to the creek that is determined to be essential to the biological function of the creek.

The RAR Assessment report that was prepared for this application identifies a 30 metre SPEA on either side of Shawnigan Creek. Although much of the SPEA area is in a natural condition, there has been past disturbance in the north east corner of the property where a former restaurant building and utility building are located.

The development permit proposes an encroachment into the SPEA, approximately where the existing disturbance is located. The encroachment area is approximately 1022 square metres. A plan showing the proposed encroachment area and a compensation area of 1678 square metres on the south side of the creek are identified on an attached plan and in the RAA report. The report notes that although the proposed encroachment area could provide potential riparian vegetation for the biological functions of the creek, the main benefits of such vegetation occur within 15 metres of the creek where it provides shading and leaf litter/insect drop. As the proposed encroachment area is beyond 15 metres and is in an area that is steep and in a bedrock-controlled ravine, bank stability benefits achieved by additional trees and vegetation within the 15-30 metre zone is considered low by the report's author.

The objective of "bending" the SPEA around the proposed encroachment is to accommodate future commercial development on Proposed Lot 2. Development intended for encroachment area includes retaining walls and part of a commercial building.

**Policy Context:**

The Area "A" OCP Bylaw No. 1890 designates all riparian assessment areas, as defined by the *Riparian Area Regulation*, as being within the Riparian Areas Regulation (RAR) Development Permit Area. The OCP also includes guidelines for developing land within the RAR Development Permit Area. As Shawnigan Creek crosses the south east corner of the subject land and part of the lands are within a Riparian Area Assessment area, a development permit is required.

OCP Bylaw No. 1890 also includes the subject property in the Mill Bay Comprehensive Development Permit Area and the Stonebridge DPA. However, as the primary issue associated with the subject application is protection of the Shawnigan Creek riparian area and there is provision within the OCP for requiring a single development permit when a property is within multiple development permit areas, this application has been processed as an RAR development permit application and has not been referred to the APC. Future development of the commercial site will require an additional development permit.

The CVRD Board, in a resolution from its February 28, 2007 meeting, adopted the following policy with respect to development within SPEAs:

*That the CVRD only provide support to a modification of the Streamside protection and Enhancement Area (SPEA) in situations in which use of the lot would otherwise be extinguished, with the exception of a pathway to provide waterfront access up to 1.5 m in width or development which was in process prior to implementation of RAR.*

**Development Services Division Comments:**

The RAR Development Permit guidelines and above cited policy strongly discourage development within SPEA's. That said, there may be situations where an environmental benefit may be achieved by a minor SPEA encroachment where compensation is provided. Encroachment may also be appropriate in situations where maintaining the full SPEA would impose excessive hardship on property owners.

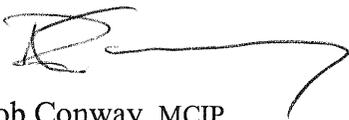
In this case, although compensation is proposed, there is no apparent hardship or environmental benefit to justify the requested encroachment. Staff believe that the subject properties are large enough that development can be accommodated without encroaching into the SPEA. It is also felt that Shawnigan Creek is a significant fish-bearing watercourse that should be afforded the protection of the full SPEA width. Lastly, since a development permit application for the commercial site has not been received or reviewed, staff believe that even if the Board was willing to permit encroachment into the SPEA, this should only be considered when an application for commercial development on the site is reviewed.

**Options:**

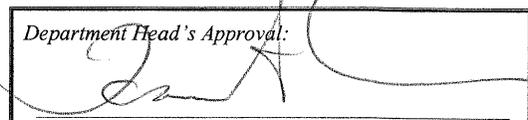
1. That application 4-A-08DP not be approved until such time as a Riparian Area Assessment report is submitted confirming no relaxation of the identified Streamside and Protection and Enhancement Area.
2. That application No. 4-A-08DP be approved, and the Planning and Development Department be authorized to issue a development permit to allow relaxation of the Streamside Protection and Enhancement Area as proposed in the Riparian Area Assessment report dated November 18, 2008, prepared by Trystan Willmott, QEP.

Option 1 is recommended.

Submitted by,



Rob Conway, MCIP  
Manager,  
Development Services Division  
Planning and Development Department

<p>Department Head's Approval:</p> 
<p>Signature</p>



Cowichan Valley Regional District

This map is compiled from various sources for internal use and is designed for reference purposes only.

The Regional District does not warrant the accuracy.

All persons making use of this compilation are advised that amendments have been consolidated for convenience purposes only and that boundaries are representational.

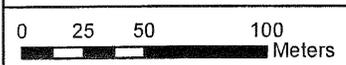
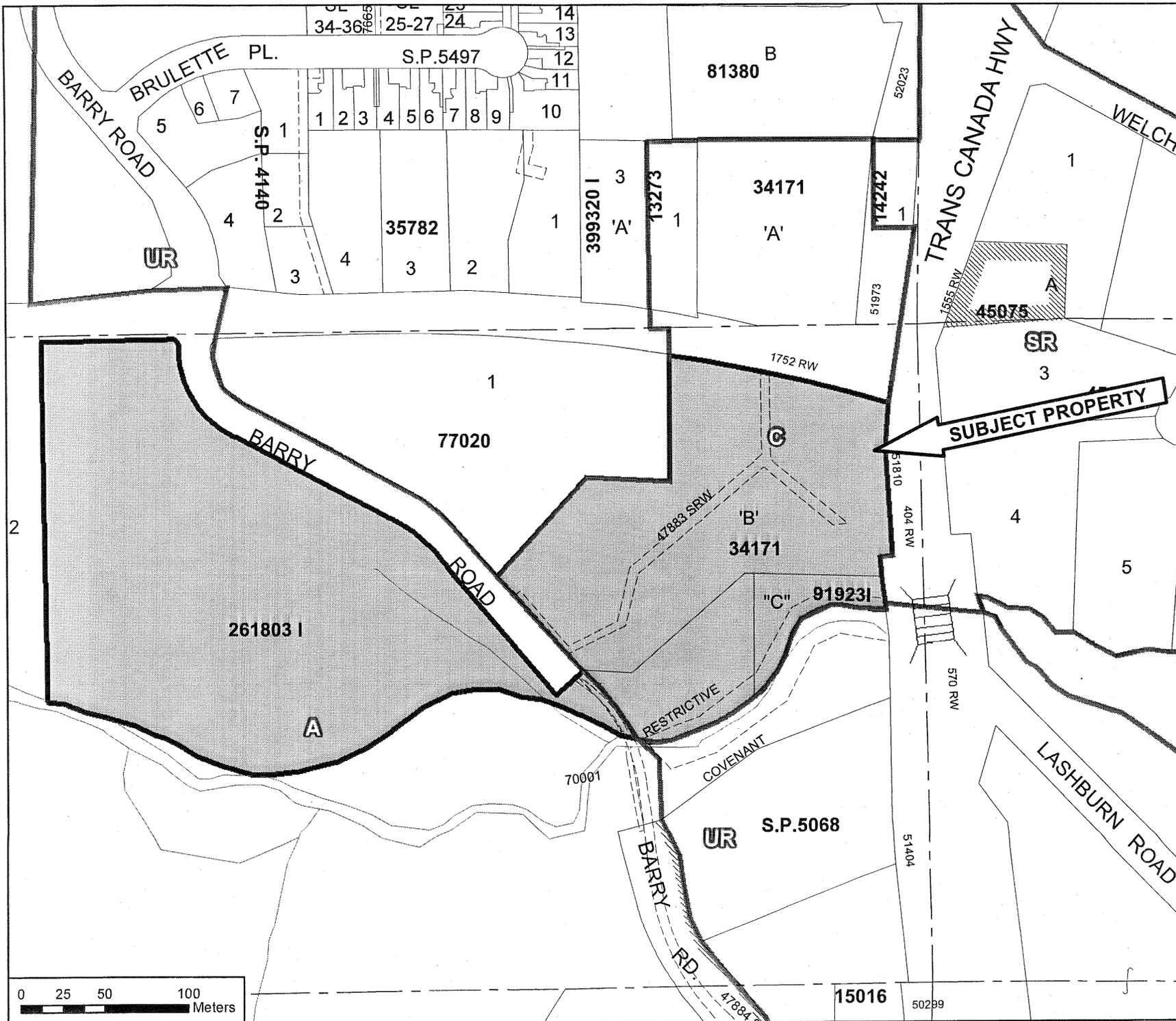
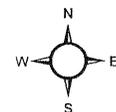
The original Bylaws should be consulted for all purposes of interpretation and application of the Bylaws.

FILE: 4-A-08-DP-RAR

OCP

Legend

- Subject Property
- OCP Electoral Area A



000031



**Cowichan  
Valley  
Regional  
District**

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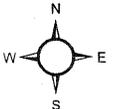
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**FILE: 4-A-08-DP-  
RAR**

**Orthophoto  
(2002)**



000032



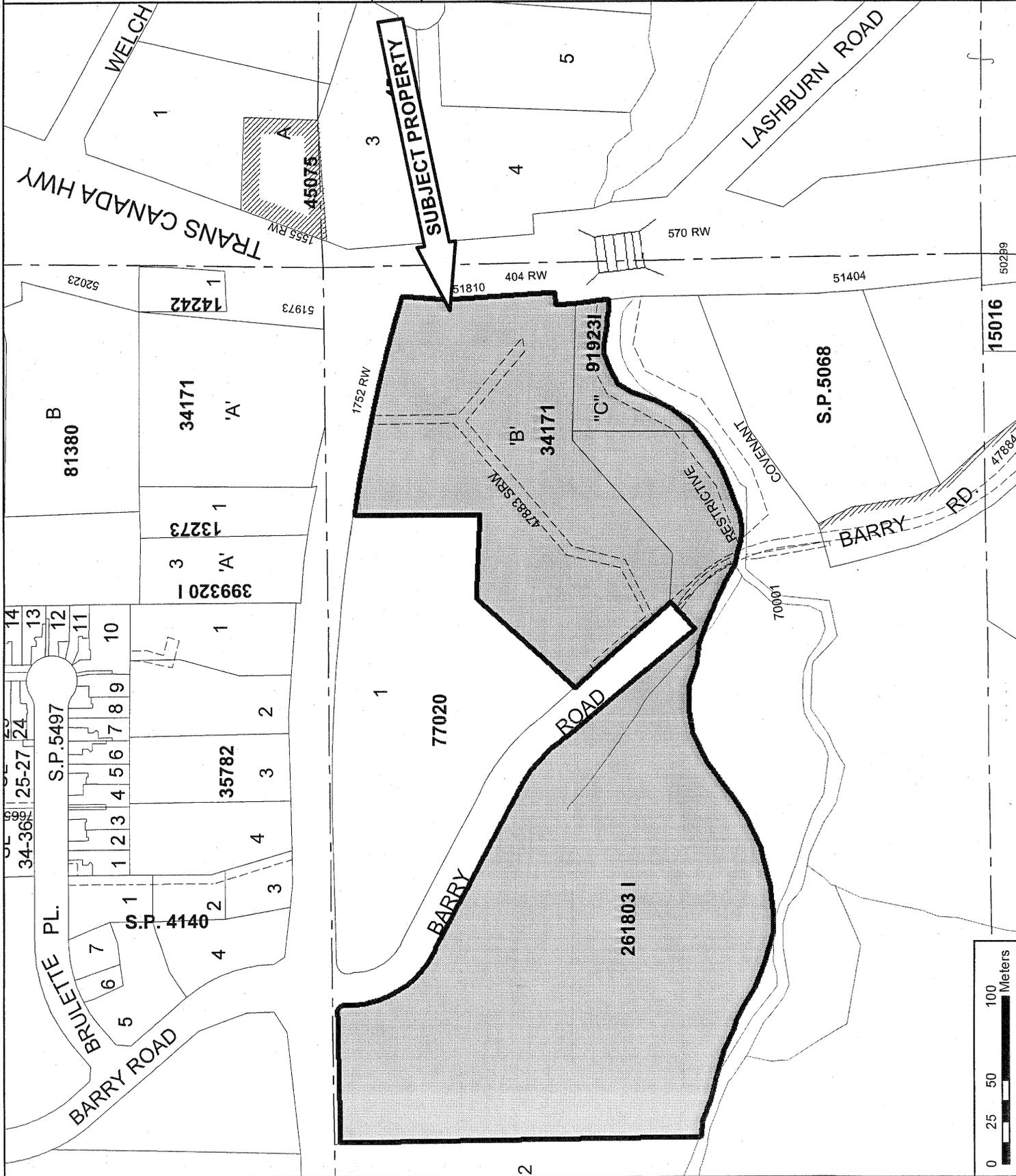
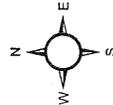


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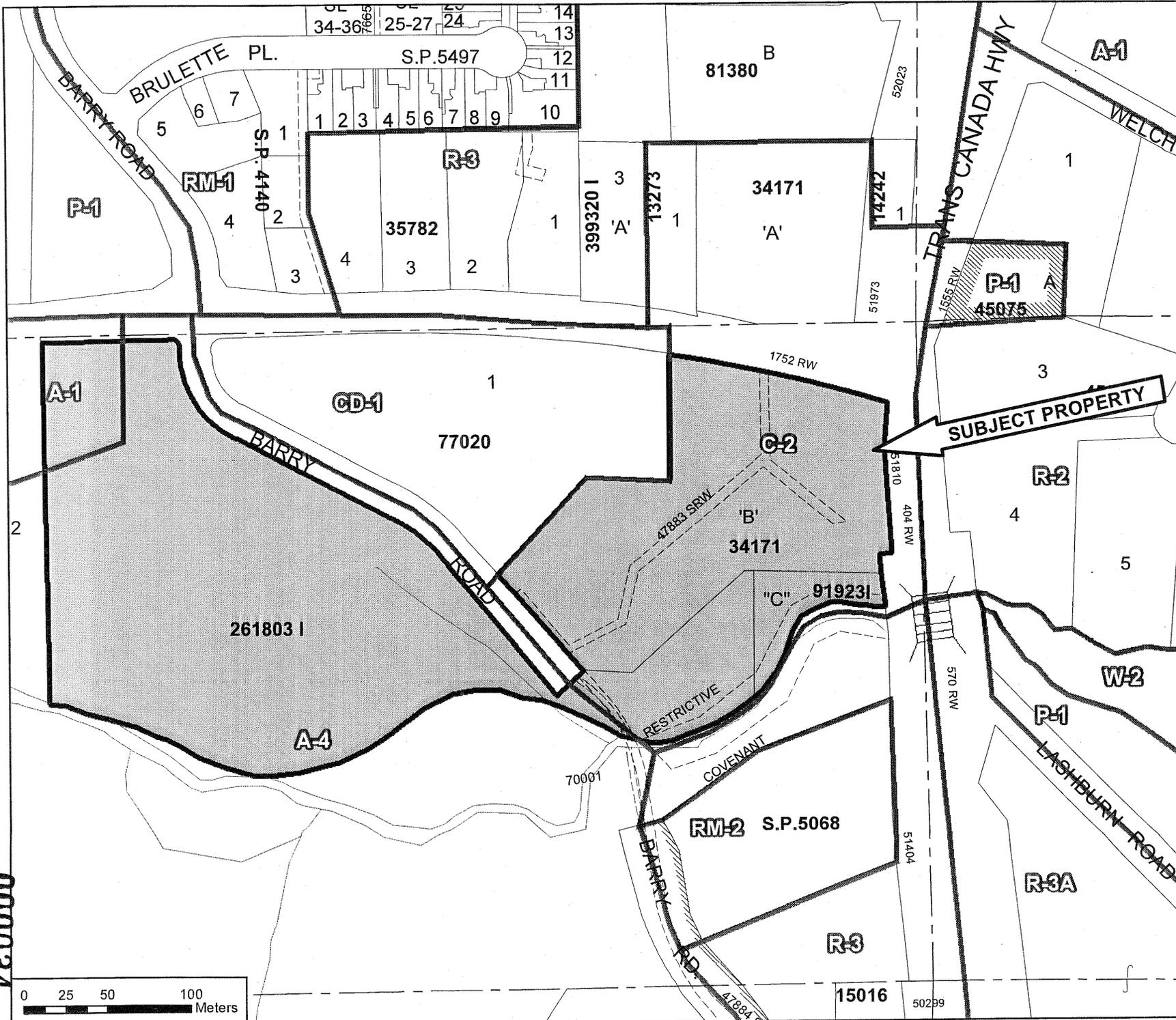
The original Bylaws should be consulted for all purposes of interpretation and application of the Bylaws.

**FILE: 4-A-08-DP-RAR**

Legend  
 Subject Property



000033



**Cowichan Valley Regional District**

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The Regional District does not warrant the accuracy.

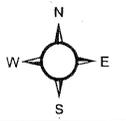
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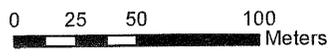
**FILE: 4-A-08-DP-RAR**

**ZONING**

**Legend**  
 Subject Property  
 Zoning Electoral Area A



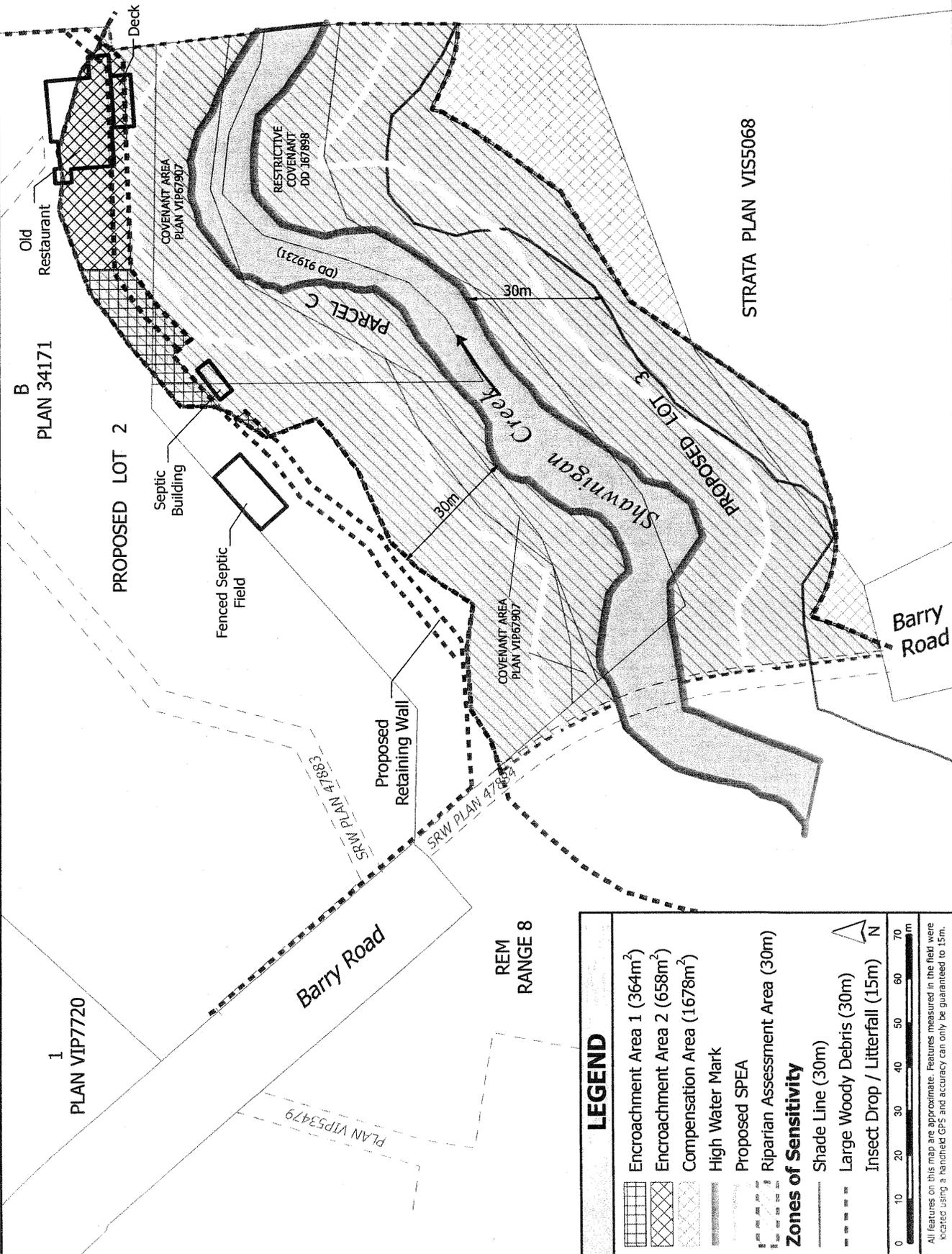
000034





# Proposed Riparian Reserve Zone for Proposed Commercial Development, Lot 6 Plan 34171

**ASSESSED BY:** Lea Menzies, B.Sc., B.I.T., A.Sc.T. & Trystan Willmott, B.Sc., A.Sc.T. **CLIENT:** M.H. Johnston and Associates  
**DOSSIER:** 08.0159 **MAP SCALE:** 1:1,200 **MAPPING DATE:** Nov. 14, 2008 **DRAWN BY:** P.Berst, B.Sc.



**LEGEND**

- Encroachment Area 1 (364m<sup>2</sup>)
- Encroachment Area 2 (658m<sup>2</sup>)
- Compensation Area (1678m<sup>2</sup>)
- High Water Mark
- Proposed SPEA
- Riparian Assessment Area (30m)

**Zones of Sensitivity**

- Shade Line (30m)
- Large Woody Debris (30m)
- Insect Drop / Litterfall (15m)

0 10 20 30 40 50 60 70 m

All features on this map are approximate. Features measured in the field were located using a handheld GPS and accuracy can only be guaranteed to 15m.

000036

FORM 1

Riparian Areas Regulation - Qualified Environmental Professional - Assessment Report

**Riparian Areas Regulation: Assessment Report**

Please refer to submission instructions and assessment report guidelines when completing this report.

Date **November 18<sup>th</sup> 2008**

**I. Primary QEP Information**

First Name	Trystan	Middle Name	Mark
Last Name	Willmott		
Designation	Applied Science Technologist	Company Madrone Environmental Services Ltd.	
Registration #	25491	Email <a href="mailto:Trystan.willmott@madrone.ca">Trystan.willmott@madrone.ca</a>	
Address	1081 Canada Ave		
City	Duncan	Postal/Zip	V9L 1V2
Prov/state	BC	Country	Canada
		Phone #	250-746-5545

**II. Secondary QEP Information (use Form 2 for other QEPs)**

First Name		Middle Name	
Last Name			
Designation		Company	
Registration #		Email	
Address			
City		Postal/Zip	Phone #
Prov/state		Country	

**III. Developer Information**

First Name	Mark	Middle Name	
Last Name	Johnston		
Company	Mark Johnson on behalf of Limona Ventures Ltd.		
Phone #	250-592-6407	Email <a href="mailto:markhj@shaw.ca">markhj@shaw.ca</a>	
Address	1815 Belmont Ave		
City	Victoria	Postal/Zip	V8R 3Z3
Prov/state	BC	Country	Canada

**IV. Development Information**

Development Type	Construction: Commercial		
Area of Development (ha)	0.96	Riparian Length (m)	160
Lot Area (ha)	4.09	Nature of Development	Re-development
Proposed Start Date	Dec 12 <sup>th</sup> 2008	Proposed End Date	Dec 12 <sup>th</sup> 2009

**V. Location of Proposed Development**

Street Address (or nearest town)	Mill Bay		
Local Government	CVRD	City Duncan	
Stream Name	Shawnigan Creek		
Legal Description (PID)	009 497 803; 010 208 089; 000 278 131	Region Vancouver Island	
Stream/River Type	Stream	DFO Area South Coast	
Watershed Code	920-235800		
Latitude	48	32	21.26
Longitude	123	33	41.87

Completion of Database Information includes the Form 2 for the Additional QEPs, if needed. Insert that form immediately after this page.

**Table of Contents for Assessment Report**

	<b>Page Number</b>
1. Description of Fisheries Resources Values .....	3
2. Results of Riparian Assessment (SPEA width) .....	6
3. Site Plan .....	9
4. Measures to Protect and Maintain the SPEA (detailed methodology only).	
1. Danger Trees.....	11
2. Windthrow.....	11
3. Slope Stability.....	11
4. Protection of Trees.....	13
5. Encroachment .....	13
6. Sediment and Erosion Control.....	13
7. Stormwater Management.....	14
8. Floodplain.....	14
5. Environmental Monitoring .....	15
6. Photos .....	16
7. Assessment Report Professional Opinion .....	24

FORM 1

Riparian Areas Regulation - Qualified Environmental Professional - Assessment Report

**Section 1. Description of Fisheries Resources Values and a Description of the Development proposal**

(Provide as a minimum: Species present, type of fish habitat present, description of current riparian vegetation condition, connectivity to downstream habitats, nature of development, specific activities proposed, timelines)

Shawnigan Creek represents high fishery resource values for both resident and anadromous fish species. The creek is known to contain coho salmon (*Oncorhynchus kisutch*), chum salmon (*O.keta*), steelhead (*O.mykiss*), rainbow trout (*O.mykiss*) and coastal cutthroat trout (*O.clarki clarki*). A series of impassable falls exists immediately downstream of the assessment area, below the Highway 1 bridge. Anadromous fish cannot migrate above these falls, although local stewardship groups annually transport coho salmon above the falls. In addition, Shawnigan Lake and the creek mainstem are stocked with coho salmon fry and smolts. Shawnigan Lake is stocked annually by the Freshwater Fisheries Society of BC hatchery program with coastal cutthroat trout and rainbow trout.

Invertebrate populations appear abundant and diverse in the assessment area, with species indicative of clean water. A brief sample revealed mayfly nymphs (Ephemeroptera), stonefly nymphs (Plecoptera) and caddis fly larvae (Trichoptera).

The assessment area offers suitable year-round fish habitat (Shawnigan Creek flows on a perennial basis). Habitat is diverse, with deep pools, riffles (containing suitable salmonid spawning gravel) and LWD/undercut banks providing cover. At the western property boundary, the creek flows through a bedrock-controlled cascade-pool habitat type, but settles into a classic low-gradient riffle-pool habitat type for the majority of the assessment area. Near the eastern property boundary, the creek falls over a steep bedrock lip, which is a precursor to the steeper falls immediately below. The creek flows through a steep sided ravine for the entire length of the assessment area.

Riparian vegetation consists of structural stage 5 forest, dominated by Douglas fir (*Pseudotsuga menziesii*), western red cedar (*Thuja plicata*) and bigleaf maple (*Acer macrophyllum*). Grand fir (*Abies grandis*) also occurs, with red alder (*Alnus rubra*) occurring in the immediate riparian zone. The well-developed shrub layer consists mainly of salmonberry (*Rubus spectabilis*), salal (*Gaultheria shallon*), red huckleberry (*Vaccinium parvifolium*), ocean spray (*Holodiscus discolor*) and Oregon grape (*Mahonia nervosa*). The herb layer is represented by sword fern (*Polystichum munitum*), lady fern (*Athyrium filix-femina*), foamflower (*Tiarella trifoliata*), maidenhair fern (*Adiantum pedatum*) and skunk cabbage (*Lysichiton americanum*). Current riparian vegetation is providing excellent biological function regarding provision of shade, litter input/insect drop, bank stability and provision of LWD.

Forest cover is continuous well beyond the 30m Riparian Assessment Area (RAA) on the south side of the creek. To the north, forest cover is continuous up to the top of ravine bank, beyond which the landscape changes dramatically due to an existing mall development (Pioneer Mall). The mall consists of paved/gravel parking areas and retail stores. Existing structures inside the RAA consist of a dilapidated restaurant and a sewage treatment building (refer to site plan and photos). A rough road/trail provides access to the existing sewage treatment building, which follows an obvious bench immediately below the top of ravine bank.

The proposed development plans include a complete redesign and reconstruction of the existing mall (refer to site plans). No developments are proposed for the southern side of the creek. The development footprint will remain largely the same, although the developer is requesting an encroachment into the 30m SPEA on the northern side of the creek (refer to site plans).

000039

## FORM 1

## Riparian Areas Regulation - Qualified Environmental Professional - Assessment Report

The encroachment area can be divided into two separate areas, as per the site plan (Area 1 and Area 2). The first area, which exists near the top of ravine bank above the existing sewage treatment building and rough access road consists of a small stand of bigleaf maple, western redcedar, red alder and Douglas-fir. Fifteen trees exist in this area, and have an average height of approximately 15 m, and diameters at breast height (DBH) between 10 cm and 50 cm. These trees do not serve any riparian function, as they are approximately 30m from the High Water Mark, above the slope break created by the sewage treatment plant access road. An additional stand of approximately 20 young bigleaf maple and red alder also exist to the immediate east of the sewage treatment building. These trees are 10-12 m tall, with a DBH range between 5 and 20 cm. Again, these trees are at least 15m from the high water mark of the creek and do not serve any riparian function. Encroachment into Area 1 consists of the construction of a retaining wall, as per the site plan and detailed cross sections in Section 4.

The second area where encroachment is proposed consists of a dense, continuous cover of Himalayan blackberry (*Rubus discolor*) and an existing old restaurant and deck (refer to site plan). Again, vegetation in this area does not currently provide riparian function. Encroachment proposed in Area 2 consists of the continuation of the retaining wall and commercial development over the existing old restaurant footprint (refer to site plans).

The total area of encroachment equals 1022 square metres.

While the encroachment would not lead to the disruption of functioning riparian vegetation, all of the area represents site-potential riparian vegetation. It should be noted, however, that due to the width, steepness and confinement of the ravine, riparian vegetation that is providing the best function is located within the first 15m from the high water mark. Shade is adequately provided for, due to the intact, continuous forest on the south side of the creek; litter fall/insect drop is provided for by the intact forest within the immediate riparian zone (i.e. 10-15m beyond the high water mark); and provision of LWD is also provided for in the immediate riparian zone. No encroachment is proposed within the 15m zone of sensitivity for leaf litter/insect drop. The proposed encroachment is proposed within the 30m zone of sensitivity for LWD/bank stability. In this specific case, due to the relatively steep gradient and confinement within a bedrock-controlled ravine, the value of LWD in providing bank stability is decreased, especially beyond the initial 15 m riparian area.

Had the gradient measurements been used as the sole indicator of channel type throughout the whole reach, the reach would have been classified as a "cascade-pool", which would receive a maximum SPEA of 15 m. As there is no real provision within the RAR methodology to split reaches into unmanageable, smaller reaches, the "riffle-pool" channel type was chosen to represent the whole reach, given that this channel type covered more area than either the "cascade pool" or "step pool" (refer to Section 2: Comments).

As compensation for the encroachment into the SPEA, the developer wishes to leave the entire southern portion of the property intact (1678 square metres). Beyond the 30m SPEA, however, benefits to fish and fish habitat will not be gained as a result of the maximum influence of the zones of sensitivity. Maintaining the habitat would, however, be of benefit to wildlife. Numerous red-legged frogs (*Rana aurora*) – a provincially blue-listed species - were observed in the creek during the assessment. This species relies upon forested terrestrial habitat for foraging, and the complete retention of the intact forest on the south side of the creek would benefit this species in particular. The sparse, young tree cover and dominance of Himalayan blackberry on the north side of the creek, where encroachment is proposed, does not offer suitable forage habitat for the red-legged frog. As currently discussed, the encroachment area also offers no real riparian function for fish or fish habitat, given the morphological characteristics of the site (ravine) and the fact that riparian function is provided for in the 15 m zone of sensitivity.

FORM 1

Riparian Areas Regulation - Qualified Environmental Professional - Assessment Report

As additional compensation, any trees in encroachment Area 1 lost during the construction of the retaining wall will be replaced at a 2:1 ratio. Due to the configuration of the retaining walls, the replacement trees can be incorporated into the wall design (refer to Section 4 for more detail).

Refer to Section 6 (photographs) for specific site conditions in the proposed encroachment area.

For the proposed SPEA encroachment to be approved, the local government (Cowichan Valley Regional District) would need to support the encroachment and write a letter to that effect. Following this initial step, the supporting letter and copy of this report would be forwarded to Fisheries and Oceans Canada (DFO) for further approval.

FORM 1

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**Section 2. Results of Detailed Riparian Assessment (SPEA width)**

Refer to Chapter 3 of Assessment Methodology

Date: **Nov 18<sup>th</sup> 2008**

Description of Water bodies involved (number, type)

**Shawnigan Creek**

Stream	X
Wetland	
Lake	
Ditch	
Number of reaches	1
Reach #	1

**Channel width and slope and Channel Type (use only if water body is a stream or a ditch, and only provide widths if a ditch)**

Channel Width(m)		Gradient (%)	
starting point	13.1	5	I, <u>Trystan Willmott</u> , hereby certify that: a) I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the <i>Fish Protection Act</i> ; b) I am qualified to carry out this part of the assessment of the development proposal made by the developer <u>Mark Johnson/Limona Ventures Ltd.</u> ; c) I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and d) In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation.
upstream	12.0		
	14.1		
	11.6		
	17.9		
	17.5		
downstream	12	1.5	
	14.5		
	14.6		
	12.2		
	13.1		
Total: minus high /low	123.1		
mean	13.7	3.25	
	R/P	C/P	
Channel Type	R/P		

**Site Potential Vegetation Type (SPVT)**

	Yes	No
SPVT Polygons		X
Tick yes only if multiple polygons, if No then fill in one set of SPVT data boxes  I, <u>Trystan Willmott</u> , hereby certify that: a) I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the <i>Fish Protection Act</i> ; b) I am qualified to carry out this part of the assessment of the development proposal made by the developer <u>Mark Johnson/Limona Ventures Ltd.</u> ; c) I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and d) In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation.		

FORM 1

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Polygon No:

LC SH TR

SPVT Type

Method employed if other than TR

Polygon No:

LC SH TR

SPVT Type

Method employed if other than TR

Polygon No:

SPVT Type

Method employed if other than TR

**Zone of Sensitivity (ZOS) and resultant SPEA**

Segment No:  If two sides of a stream involved, each side is a separate segment. For all water bodies multiple segments occur where there are multiple SPVT polygons

LWD, Bank and Channel Stability ZOS (m)

Litter fall and insect drop ZOS (m)

Shade ZOS (m) max  South bank Yes  No

Ditch Justification description for classifying as a ditch (manmade, no significant headwaters or springs, seasonal flow)

Ditch Fish Bearing Yes  No  If non-fish bearing insert no fish bearing status report

SPEA maximum  (For ditch use table3-7)

Segment No:  If two sides of a stream involved, each side is a separate segment. For all water bodies multiple segments occur where there are multiple SPVT polygons

LWD, Bank and Channel Stability ZOS (m)

Litter fall and insect drop ZOS (m)

Shade ZOS (m) max  South bank Yes  No

SPEA maximum  (For ditch use table3-7)

Segment No:  If two sides of a stream involved, each side is a separate segment. For all water bodies multiple segments occur where there are multiple SPVT polygons

LWD, Bank and Channel Stability ZOS (m)

Litter fall and insect drop ZOS (m)

Shade ZOS (m) max  South bank Yes  No

SPEA maximum  (For ditch use table3-7)

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I, Trystan Willmott, hereby certify that:

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- b) I am qualified to carry out this part of the assessment of the development proposal made by the developer Mark Johnson/Limona Ventures Ltd.;
- c) I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and
- d) In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation.

### Comments

The 30m SPEA has already been surveyed, mapped and clearly marked in the field on the north side, where development is proposed. This demarcation was used to assess the specific areas of encroachment discussed in Section 1. The 15 m zone of sensitivity for litter fall/insect drop has also been marked by surveyors in the field on the north side and mapped, as this is the area that provides functioning riparian vegetation. The maximum extent of the proposed retaining wall has also been mapped and clearly marked in the field (refer to site plans).

It should be noted that based on channel gradient and channel width, the RAR methodology resulted in the classification of the entire reach as a "Cascade-Pool" channel type. As gradient measurements were taken from the centre of the lot (as per the methodology), the upstream shot was significantly higher than the downstream slope, given that the upstream measurement was taken to the top of a cascade. Immediately below this cascade, the stream gradient decreases, with a riffle-pool habitat type, giving the lower downstream gradient shot.

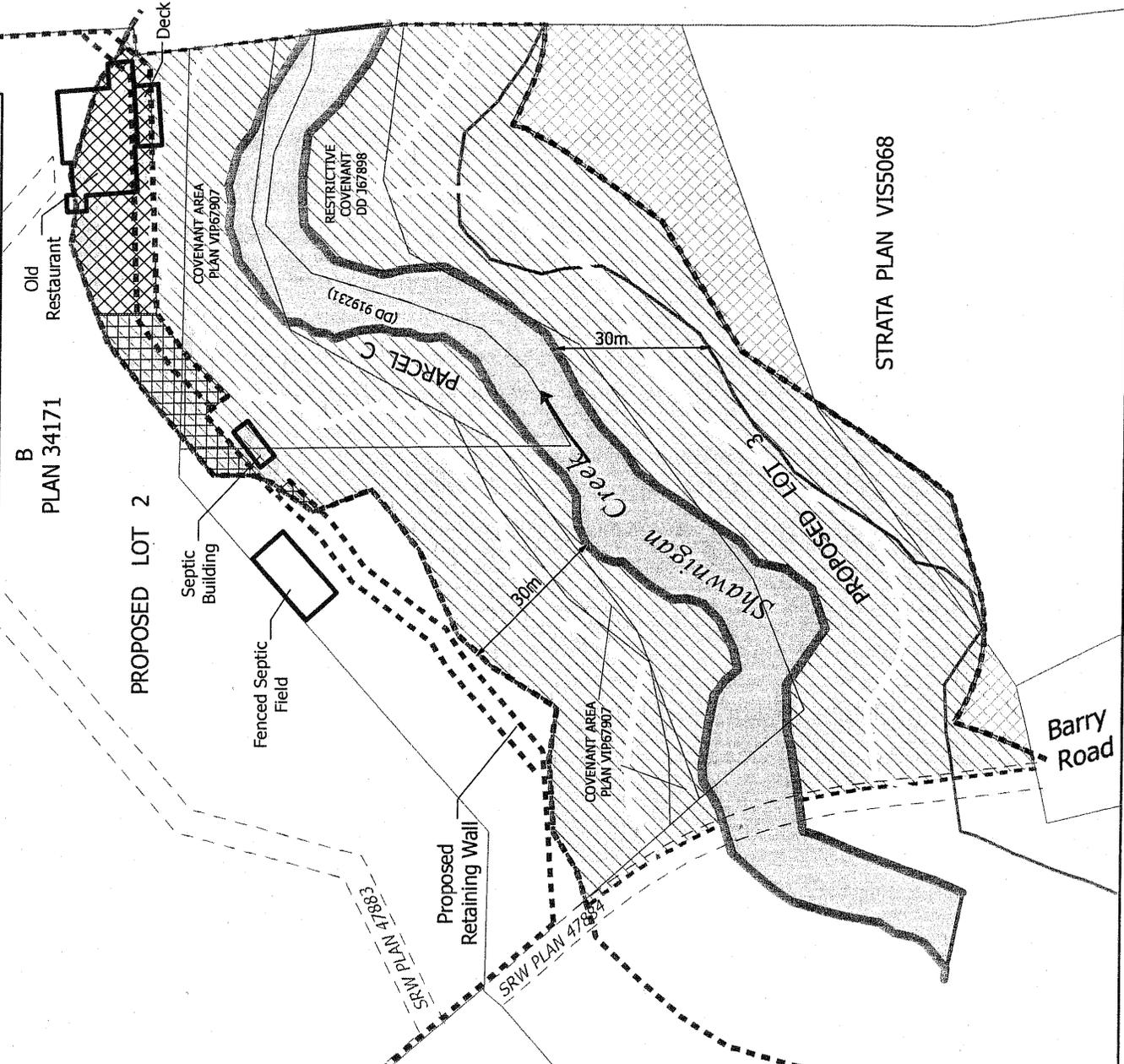
As previously described in Section 1, the creek flows into the property as a cascade-pool channel type, which changes into a riffle-pool habitat type, and changes again into a steeper gradient bedrock-controlled step-pool habitat type near the eastern end of the property.

To avoid splitting the reach up into small, unmanageable areas with different SPEAs, the riffle-pool habitat type was chosen as the overall representative of the whole assessment area. This decision was made based on consultation with Ministry of Environment RAR officials.

The following two pages are site plans – the first plan indicates the proposed commercial development; the proposed retaining wall locations (including the six cross sections through the proposed retaining wall referred to in the Slope Stability section); and the 30 m SPEA on the north side of the creek. The second plan shows the zones of sensitivity, and proposed Encroachment Areas 1 and 2 referred to in Section 1.

# Proposed Riparian Reserve Zone for Proposed Commercial Development, Lot 6 Plan 34171

<b>ASSESSED BY:</b> Lea Menzies, B.Sc., B.I.T., A.Sc.T. & Trystan Willmott, B.Sc., A.Sc.T.	<b>CLIENT:</b> M.H. Johnston and Associates	<b>DOSSIER:</b> 08.0159	<b>MAP SCALE:</b> 1:1,200	<b>MAPPING DATE:</b> Nov. 14, 2008	<b>DRAWN BY:</b> P.Berst, B.Sc.
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**LEGEND**

- Encroachment Area 1 (364m<sup>2</sup>)
- Encroachment Area 2 (658m<sup>2</sup>)
- Compensation Area (1678m<sup>2</sup>)
- High Water Mark
- Proposed SPEA
- Riparian Assessment Area (30m)

**Zones of Sensitivity**

- Shade Line (30m)
- Large Woody Debris (30m)
- Insect Drop / Litterfall (15m)

10 20 30 40 50 60 70 m

All features on this map are approximate. Features measured in the field were located using a handheld GPS and accuracy can only be guaranteed to ±5m.

000045

FORM 1

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**Section 4. Measures to Protect and Maintain the SPEA**

This section is required for detailed assessments. Attach text or document files, as need, for each element discussed in chapter 1.1.3 of Assessment Methodology. It is suggested that documents be converted to PDF *before* inserting into the assessment report. Use your "return" button on your keyboard after each line. You must address and sign off each measure. If a specific measure is not being recommended a justification must be provided.

<b>1. Danger Trees</b>	
I, <u>Trystan Willmott</u> , hereby certify that:	
<ul style="list-style-type: none"> <li>e) I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the <i>Fish Protection Act</i>;</li> <li>f) I am qualified to carry out this part of the assessment of the development proposal made by the developer <u>Mark Johnson/Limona Ventures Ltd.</u>;</li> <li>g) I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation</li> </ul>	
	The majority of the SPEA-development site interface consists of a dense cover of Himalayan blackberry. With the exception of development in and around the old restaurant, the more mature trees within the ravine occur at a distal location in relation to the proposed development area. Despite the adjacent tree coverage, no danger trees were noted in and around the existing old restaurant structure. No trees will need to be removed for safety reasons.
<b>2. Windthrow</b>	
I, <u>Trystan Willmott</u> , hereby certify that:	
<ul style="list-style-type: none"> <li>a. I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the <i>Fish Protection Act</i>;</li> <li>b. I am qualified to carry out this part of the assessment of the development proposal made by the developer <u>Mark Johnson/Limona Ventures Ltd.</u>;</li> <li>c. I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation</li> </ul>	
	Windthrow generally results from clearing large areas of trees, which leads to newly-exposed edges susceptible to wind damage. The development site consists of a treeless, flat, paved area and, as a result, no trees will be removed as part of the development. The young, small stands of trees that will be impacted by the proposed retaining wall construction will not lead to damage to trees inside the SPEA from windthrow.
<b>3. Slope Stability</b>	
I, <u>Trystan Willmott</u> , hereby certify that:	
<ul style="list-style-type: none"> <li>a. I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the <i>Fish Protection Act</i>;</li> <li>b. I am qualified to carry out this part of the assessment of the development proposal made by the developer <u>Mark Johnson/Limona Ventures Ltd.</u>;</li> <li>c. I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation</li> </ul>	
	<p>The majority of the proposed development area is situated on flat ground beyond the top of ravine bank, where there are no slope stability issues.</p> <p>Due to the proximity and adjacency of the southern-most portion of the development area to the ravine bank, however, there will be the need to construct terraced retaining walls. The location of the retaining walls has been shown on the site plans (Section 3), and professional engineers have been employed by the developer to design the configuration of the walls. The retaining walls encroach into certain portions of the SPEA, which has been discussed in Section 1, and mapped in Section 3. The detailed cross sections on the following page show the structure of the walls in relation to the six cross sections indicated on the commercial-zone site plan shown in Section 3.</p> <p>The terraced design of the retaining walls allows the incorporation of native riparian vegetation on the bench sections. Any trees lost during the construction of the walls in encroachment Area 1 will be replaced at a 2:1 ratio along the flat benches, as part of the compensation. The addition of trees along the line of the retaining walls will help provide a continuous natural screen, and provide more tree coverage in comparison to the current conditions.</p>

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<b>4. Protection of Trees</b>	
<p>I, <u>Trystan Willmott</u>, hereby certify that:</p> <p>a. I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the <i>Fish Protection Act</i>;</p> <p>b. I am qualified to carry out this part of the assessment of the development proposal made by the developer <u>Mark Johnson/Limona Ventures Ltd.</u>;</p> <p>c. I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation</p>	
<p>The majority of the area to be developed is already paved with no existing tree cover, although the development of the retaining wall immediately in front of the existing old restaurant may impact upon trees inside the SPEA. Immediately to the south of the existing structure, there is a continuous cover of bigleaf maple trees. During development in this area, there is the potential for trees to be damaged. Damage to trees here would not only impact upon the biological function of the riparian area, but may also create hazardous trees. There is also the potential for damage to trees inside the SPEA during construction of the retaining walls in the western portion of the property, as the retaining walls run adjacent to the SPEA edge. The following precautionary measures should be implemented to ensure that the integrity of trees inside the SPEA is maintained (especially regarding development in and around the old restaurant):</p> <ul style="list-style-type: none"> <li>- Construction of highly visible barriers around trees which protect the root structure of the trees from potential damage as a result of construction activities (e.g., trenching through the root zone of a tree, paving over a tree's dripline, parking under trees, altering the ground level under trees and allowing pollutants to contaminate the soil around a tree);</li> <li>- Communication of tree protection plans to on-site developers (especially those operating heavy machinery);</li> <li>- Monitoring construction activities near sensitive areas (e.g., adjacent to the old restaurant), to ensure that the root structure barriers are being respected; and</li> <li>- Ceasing work if any of the above provisions are violated, then ensuring these measures are implemented as described above via communication with developers and contractors, and any damage rectified as much as possible.</li> </ul>	
<b>5. Encroachment</b>	
<p>I, <u>Trystan Willmott</u>, hereby certify that:</p> <p>a. I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the <i>Fish Protection Act</i>;</p> <p>b. I am qualified to carry out this part of the assessment of the development proposal made by the developer <u>Mark Johnson/Limona Ventures Ltd.</u>;</p> <p>c. I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation</p>	
<p>Encroachment into the SPEA associated with the proposed development has already been discussed (refer to site plan).</p> <p>The development of a new mail facility adjacent to the ravine/creek may increase the long-term potential for public access into the riparian area. To discourage access and prevent associated degradation (e.g. from garbage), a fence should be constructed along the edge of the SPEA on the north side. After the disturbance associated with the construction of the retaining walls and associated replacement of any trees lost in encroachment Area 1, the SPEA edge can be fenced above the retaining walls. The maximum extent of the SPEA should also be fenced in front of the commercial development proposed for the existing old restaurant site. The fence can be made aesthetically pleasing by incorporating an appropriate design (e.g. a low cedar split-rail fence).</p> <p>As a temporary measure during the development phase, the outer edge of the SPEA must be marked with high visibility fencing, especially where the proposed retaining walls lie adjacent to the SPEA edge. In areas of proposed encroachment (i.e. where the retaining walls occur inside the SPEA), the maximum extent of the retaining wall development must be clearly marked to avoid encroachment into the 15 m zone of sensitivity.</p>	
<b>6. Sediment and Erosion Control</b>	
<p>I, <u>Trystan Willmott</u>, hereby certify that:</p> <p>a. I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the <i>Fish Protection Act</i>;</p> <p>b. I am qualified to carry out this part of the assessment of the development proposal made by the developer <u>Mark Johnson/Limona Ventures Ltd.</u>;</p> <p>c. I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation</p>	

FORM 1

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It is important that sediment generated from construction activities (including development of the proposed retaining walls) does not become mobilized and transported into the creek, either directly or via storm drains. **The most important aspect to address is the control of sediment and erosion potential at the source, especially given the scale of the proposed development.** The design of the sediment/erosion control plan should be known prior to construction activities occurring on the ground. The following points should be implemented as part of the sediment and erosion control plan:

- covering all soil/fill stockpiles with tarps to prevent mobilization by rainwater;
- ensuring that areas to be cleared/graded are kept to an absolute minimum;
- carrying out major grading/site preparation during the dry summer period;
- applying temporary covers, such as geotextiles, to relatively small bare areas;
- combining mulching with seeding to manage more extensive bare areas and decrease the potential for sediment mobilization from rain splash. Prior to spreading mulch, bare ground should be scarified to improve infiltration (compacted soil leads to decreased infiltration and increased surface run off, which creates rills and defined channels, which erode material easily). The prepared ground should be seeded and covered with loose straw (minimum 3cm depth). Straw mats, or other rolled erosion control products, should be used on steeper slopes instead of loose straw, where they can be stapled into position;
- retaining vegetation cover where possible, for as long as possible, to reduce erosion and mobilization of sediment;
- restricting high-frequency movement of trucks and other heavy machinery to temporary gravel "runways" on site;
- constructing perimeter swales that intercept run-off from disturbed sites and direct it into sediment traps (settling ponds). It should be noted that settling ponds are a secondary measure that will capture mobilized sediment should control at the source, using the methods above, be ineffective;
- installing gravel access pads at the main site access to reduce the amount of sediment leaving the site; and
- regular sweeping (as opposed to washing, which mobilizes sediment) of impermeable surfaces.

**7. Stormwater Management**

I, Trystan Willmott, hereby certify that:

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The main goal of stormwater management is to capture run-off from impervious surfaces and return it to natural hydrological pathways. Developments generally result in an increase in impervious surfaces (rooftops, driveways etc.), and an associated increase in surface run off. Covering large areas with impervious material can increase peak flows in river systems and decrease minimum flows during the summer months (inputs from natural infiltration are generally decreased).

The existing land use consists of a considerable area of impervious land coverage. The proposed development should employ techniques that will improve the existing stormwater management system, with a goal of achieving a "no net gain" of stormwater flow. The developer must employ the services of a qualified engineer to develop an appropriate stormwater management system for the site. Techniques that may be employed include using pervious paving materials, bio-retention areas, vegetated swales and stormwater infiltrators/rock drains.

Run-off from parking areas must also be managed for hydrocarbon contamination from vehicles. The local government will likely insist upon a detailed stormwater management plan as part of this development, which includes methods for capturing hydrocarbon run-off (e.g. oil/grease separators).

**8. Floodplain Concerns (highly mobile channel)**

I, Trystan Willmott, hereby certify that:

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The development area is not situated adjacent to, or within, an active floodplain.

**Section 5. Environmental Monitoring**

Attach text or document files explaining the monitoring regimen Use your "return" button on your keyboard after each line. It is suggested that all document be converted to PDF *before* inserting into the PDF version of the assessment report. Include actions required, monitoring schedule, communications plan, and requirement for a post development report.

**Specific Actions Required:**

- making sure that a sediment and erosion control plan has been formulated for the site (as per section 6 of the measures);
- ensuring that the tree protection measures listed in section 4 are implemented;
- completion of on-site monitoring visits throughout the development phase;
- carrying out a site inspection at the beginning and end of construction activities to ensure that the SPEA has been respected and has been fenced off;
- completing an inventory of any trees lost during the development of the retaining walls (encroachment Area 1), and ensuring that the trees are replaced at a 2:1 ratio; and
- completing and submitting a post-construction monitoring report via the RAR notification system.

**Monitoring Schedule:**

- on the first day of operations, an on site meeting will be held to discuss the proposed development plans and to ensure that the suggested measures for sediment and erosion control/tree protection have been implemented. In addition, the correct placement of high visibility fencing along the outer edge of the SPEA/maximum extent of encroachment should be checked;
- periodically throughout the development, the QEP will visit the site to ensure that the development is going ahead in the proper manner (especially during the construction of the retaining walls and any activity near treed areas); and
- carrying out a final site visit following the cessation of development activities.

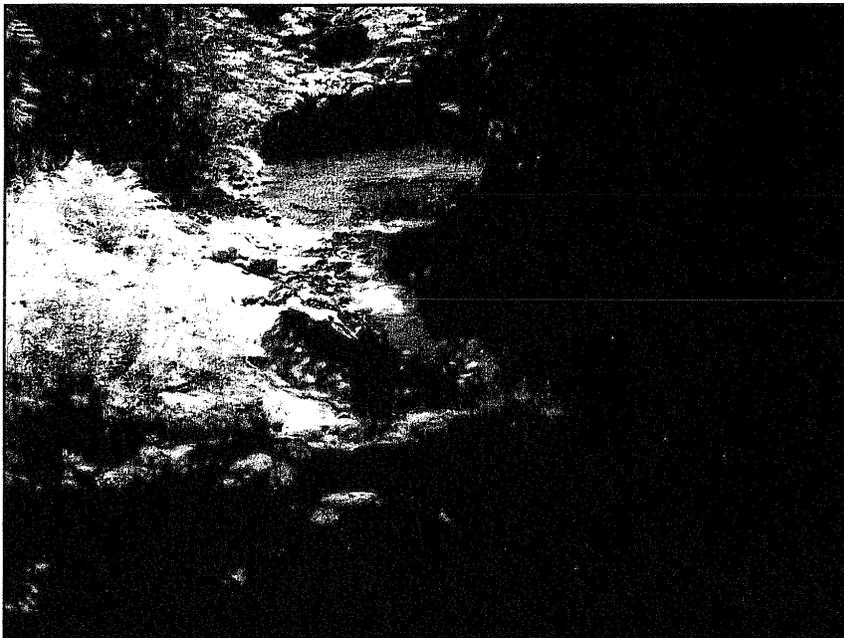
**Communication Plan:**

- the developer is responsible for contacting the QEP to schedule a site visit on the first day of operations;
- the developer will also contact the QEP throughout the development, to allow for the QEP to have the opportunity to assess and modify (if required) the development activities; and
- upon completion of all construction activities, the developer will contact the QEP, in order that the final site inspection can be carried out. This site inspection will form the basis of the post-construction monitoring report, which will be submitted via the notification system.

**Section 6. Photos**



Looking upstream from the left bank of Shawnigan Creek along the riffle-pool channel form section. The cascade crossing the western property boundary can be observed in the background (marked with red arrow).



Looking downstream from the left bank along the steep cascade towards the plunge pool immediately upstream of the Highway 1 bridge.



Looking upstream from the left bank of the creek towards the steep cascade shown in the previous photo.



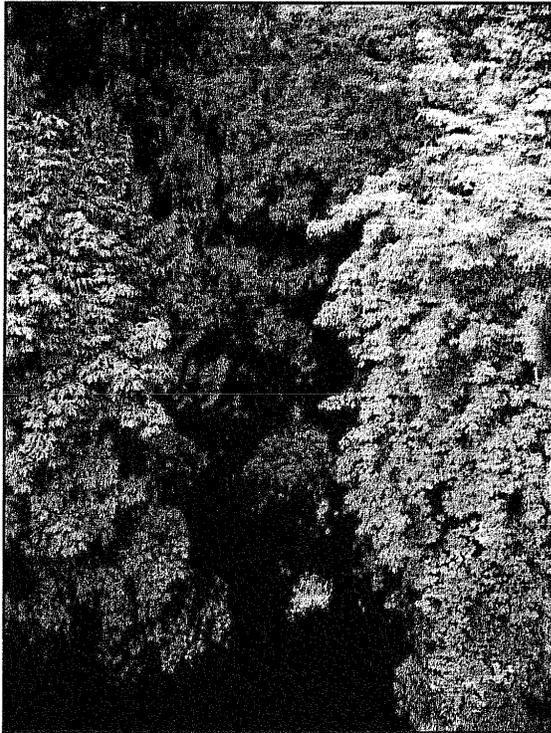
Looking downstream towards the deep plunge pool immediately above the Highway 1 bridge from the left bank of the creek.

FORM 1

Riparian Areas Regulation - Qualified Environmental Professional - Assessment Report



Looking upstream towards the western property boundary (marked by stone bridge crossing) from the right bank of the creek. Note cascade-pool channel form.



Looking down on the deep plunge pool immediately upstream of Highway 1 from the Highway 1 bridge.

FORM 1

Riparian Areas Regulation - Qualified Environmental Professional - Assessment Report

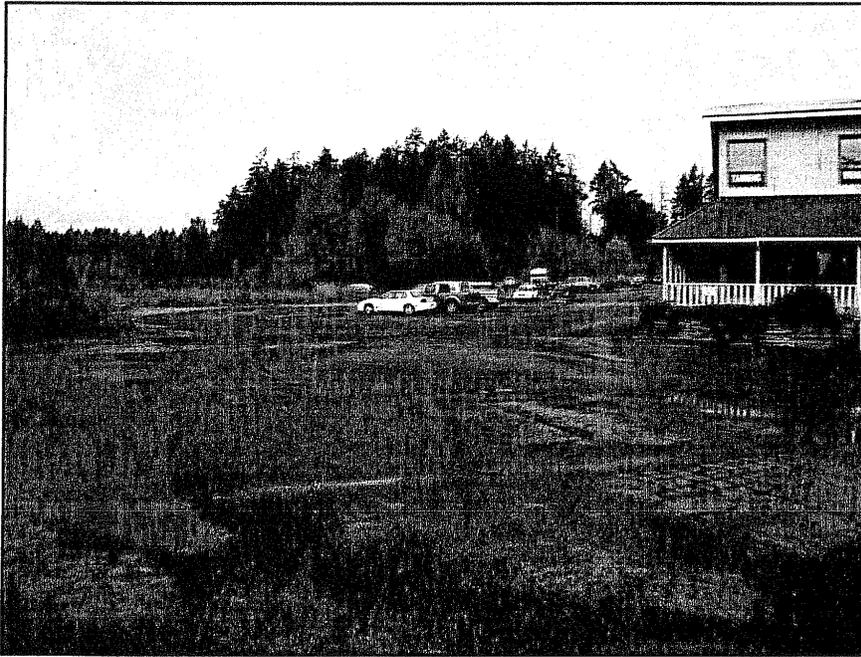


Looking northwest through the mature, continuous forest adjacent to the right bank of the creek.

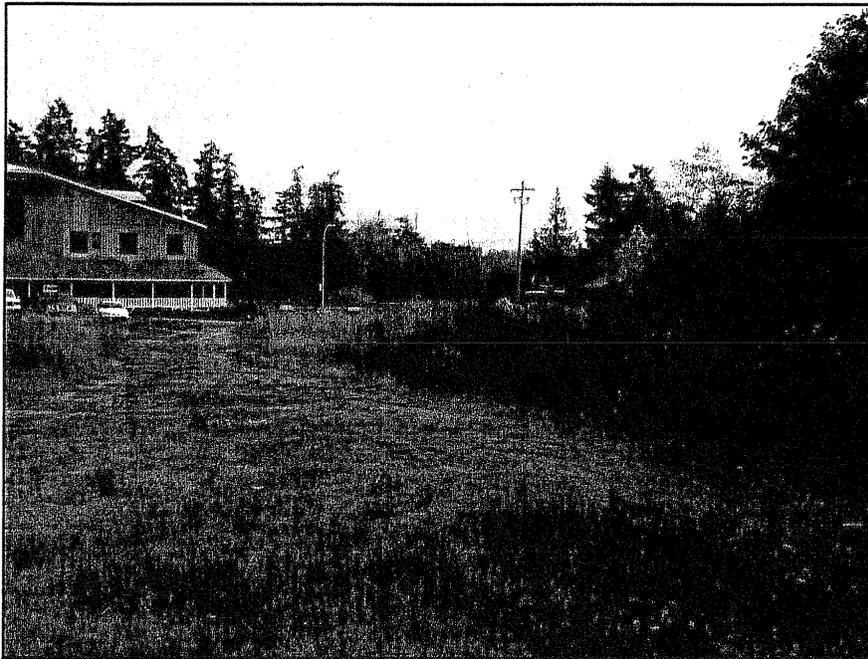


Looking west from the old restaurant towards the open field that consists of the majority of the proposed development site.

FORM 1  
Riparian Areas Regulation - Qualified Environmental Professional - Assessment Report



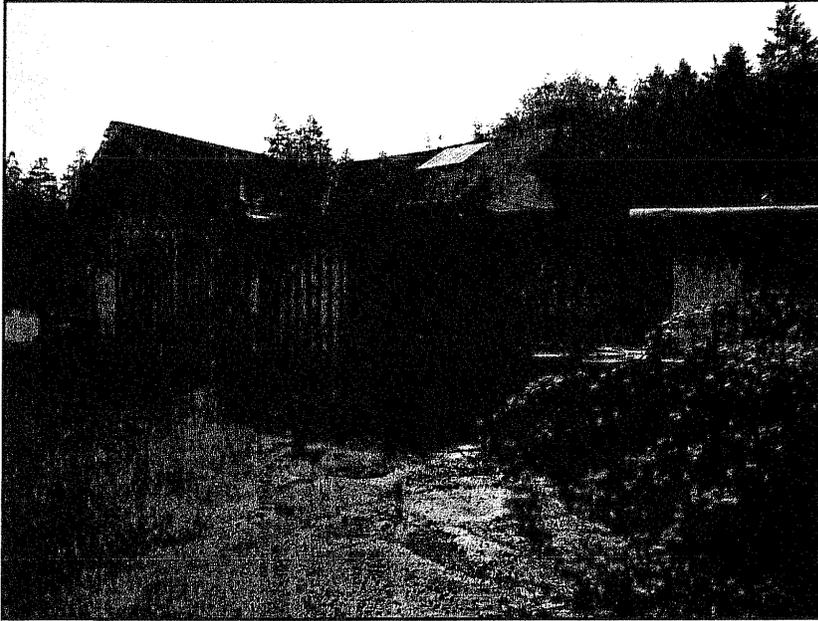
Looking northwest from the old restaurant towards the existing mall development.



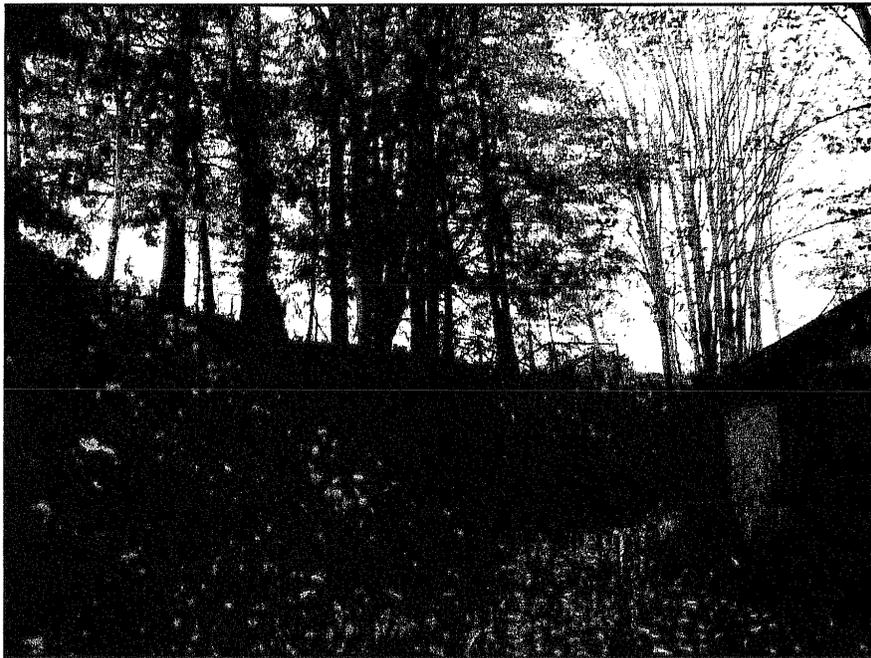
Looking east towards the existing mall development and old restaurant site (marked with red arrow).

FORM 1

Riparian Areas Regulation - Qualified Environmental Professional - Assessment Report



Looking south towards the old restaurant. The SPEA line parallels the property, as shown by the dotted line. As can be seen, the entire building is situated inside the SPEA. As part of the proposed development, this building would be removed and a new structure would be built.



Looking north east from the rough sewage treatment building access road towards the treatment building, showing the stand of trees that would be impacted by the proposed development of the retaining wall in encroachment Area 1.

FORM 1

Riparian Areas Regulation - Qualified Environmental Professional - Assessment Report



Looking south west from the eastern-most extent of encroachment Area 1 towards the stand of young big leaf maple and red alder that would be impacted by the proposed retaining wall development. Sewage treatment building is indicated by red arrow.



Looking east from the western-most extent of encroachment Area 2 towards the old restaurant and the dense cover of Himalayan blackberry that makes up the vegetation cover typical of this area.



Looking north towards the top of ravine bank and south western corner of the old restaurant, showing the vegetation cover typical of encroachment Area 2.



Looking east towards the deck adjoined to the southern end of the old restaurant – eastern end of encroachment Area 2.

### Section 7. Professional Opinion

#### Assessment Report Professional Opinion on the Development Proposal's riparian area.

Date 

November 18 <sup>th</sup> 2008
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1. I Trystan  
Willmott

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*Please list name(s) of qualified environmental professional(s) and their professional designation that are involved in assessment.)*

hereby certify that:

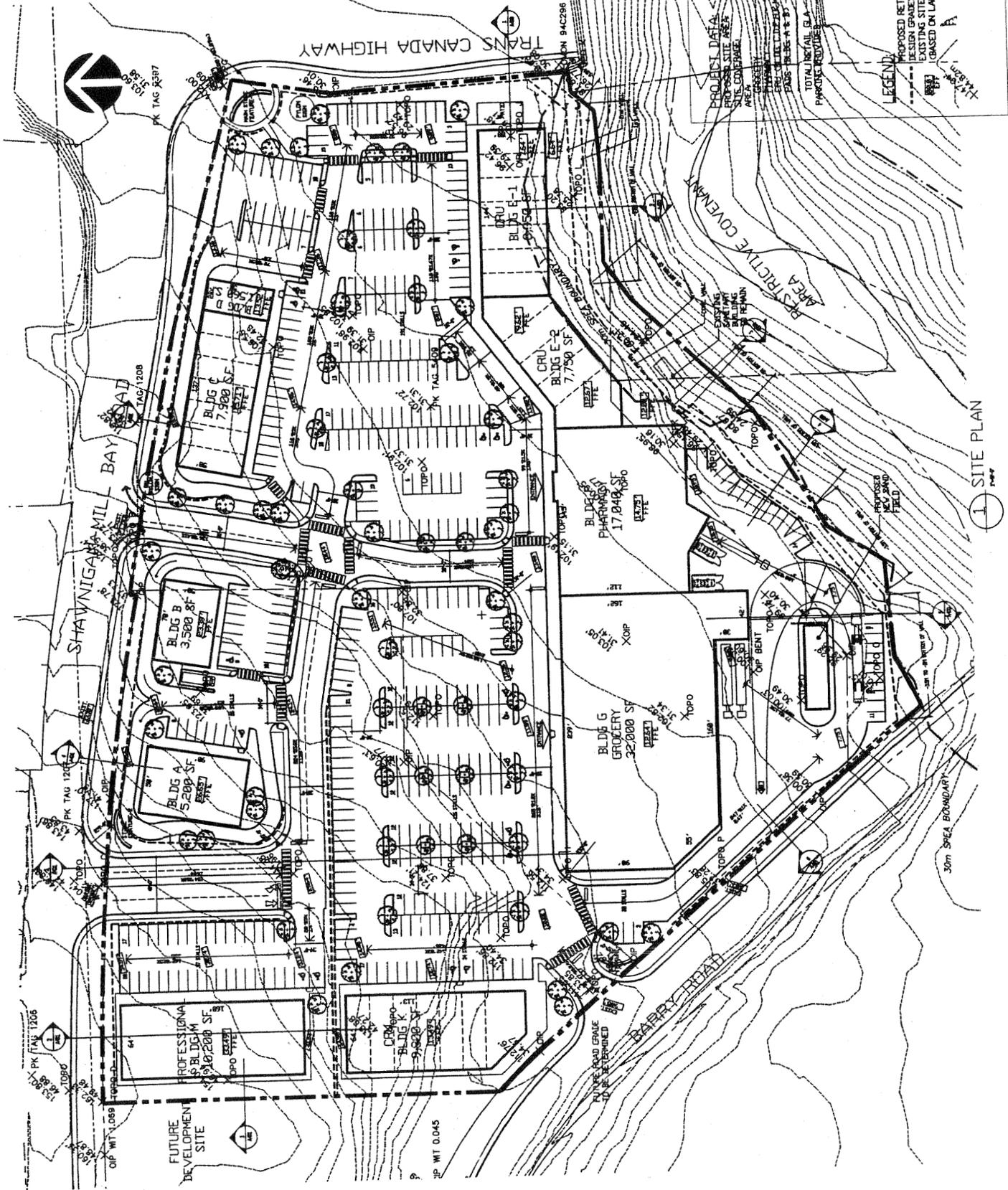
- a) I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the *Fish Protection Act*;
- b) I am qualified to carry out the assessment of the proposal made by the developer Mark Johnson on behalf of Limona Ventures Ltd., which proposal is described in section 3 of this Assessment Report (the "development proposal");
- c) I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and
- d) In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation; AND

2. As a qualified environmental professional, I hereby provide my professional opinion that:

- a)  if the development is implemented as proposed by the development proposal there will be no harmful alteration, disruption or destruction of natural features, functions and conditions that support fish life processes in the riparian assessment area in which the development is proposed, OR  
(Note: include local government flex letter, DFO Letter of Advice, or description of how DFO local variance protocol is being addressed)
- b)  if the streamside protection and enhancement areas identified in this Assessment Report are protected from the development proposed by the development proposal and the measures identified in this Assessment Report as necessary to protect the integrity of those areas from the effects of the development are implemented by the developer, there will be no harmful alteration, disruption or destruction of natural features, functions and conditions that support fish life processes in the riparian assessment area in which the development is proposed.

[NOTE: "qualified environmental professional" means an applied scientist or technologist, acting alone or together with another qualified environmental professional, if

- (a) the individual is registered and in good standing in British Columbia with an appropriate professional organization constituted under an Act, acting under that association's code of ethics and subject to disciplinary action by that association,
- (b) the individual's area of expertise is recognized in the assessment methods as one that is acceptable for the purpose of providing all or part of an assessment report in respect of that development proposal, and
- (c) the individual is acting within that individual's area of expertise.]



TRANS CANADA HIGHWAY

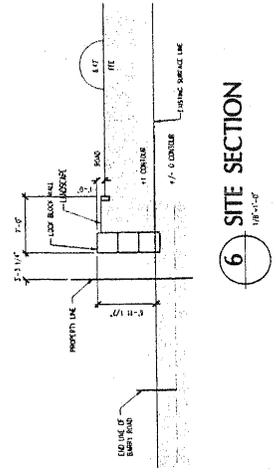
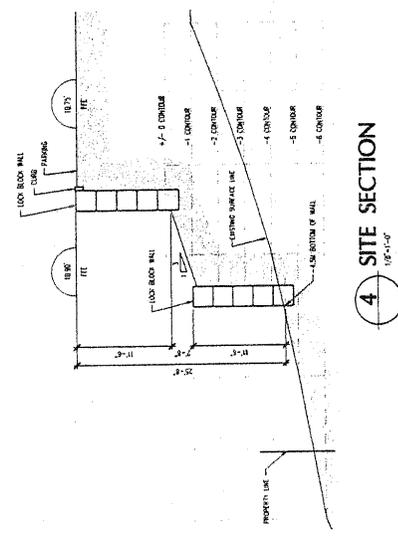
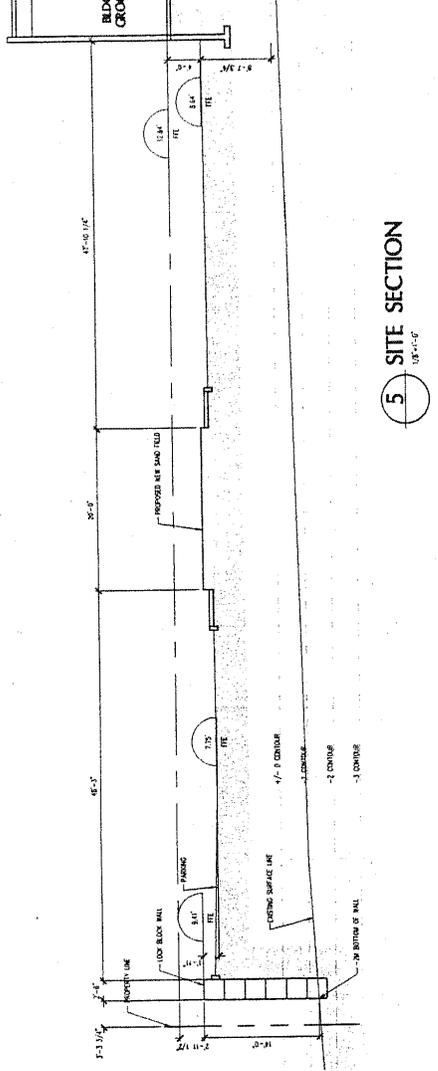
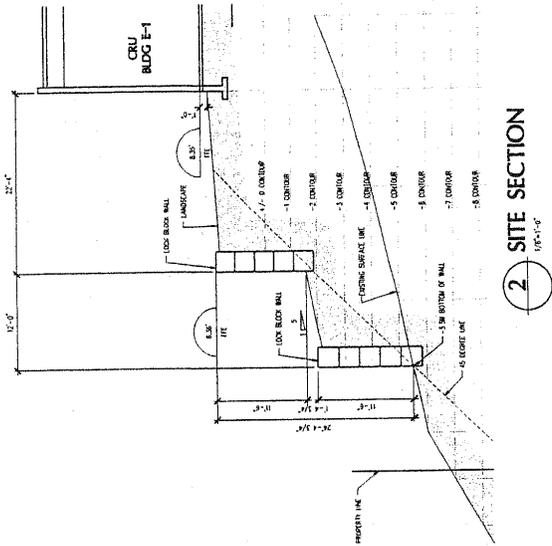
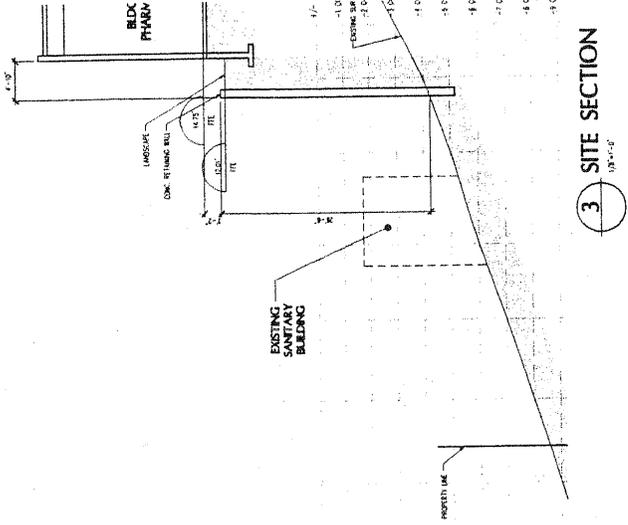
PROJECT DATA  
 PROPOSED SITE AREA: 21.5 ACRES  
 TOTAL RETAIL BLDG: 110,000 SF  
 PROPOSED RETAIL BLDG: 110,000 SF  
 DESIGN GRADES: TO BE DETERMINED  
 EXISTING SITE GRADE: TO BE DETERMINED  
 CHANGED ON LAND 30m SPECA

LEGEND  
 PROPOSED RETAIL BLDG  
 DESIGN GRADES  
 EXISTING SITE GRADE  
 CHANGED ON LAND 30m SPECA

1 SITE PLAN

30m SPECA BOUNDARY

000059





D3

## STAFF REPORT

### ELECTORAL AREA SERVICES COMMITTEE OF MAY 19, 2009

**DATE:** May 13, 2009 **FILE NO:** 2-C-08 DP  
**FROM:** Rachelle Moreau, Planning Technician **BYLAW NO:**  
**SUBJECT:** Application No. 2-C-08DP  
(Victoria Truss 2007 Ltd.)

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**Recommendation:**

That Application No. 2-C-08DP be approved, and that a development permit be issued to Victoria Truss Ltd. for Lot A, Sections 12 and 13, Shawnigan District, Plan 41285, for the construction of an addition to the existing building, subject to completion of the landscaping as proposed along the western property boundary.

**Purpose:**

To consider an application to build a 117 m<sup>2</sup> (1256 ft<sup>2</sup>) addition to the office and manufacturing shop building in accordance with the Mixed Use Development Permit Area contained within the Cobble Hill Village Neighbourhood Plan.

**Background:**

Location of Subject Properties: 3605 Cobble Hill Road

Legal Description: Lot A, Section 12 & 13, Shawnigan District, Plan 41285

Date Application and Complete Documentation Received:

Application received September 30, 2008. Revised drawings January 8, 2008

Owner: Victoria Truss Ltd.

Applicant: Angelo Mansueti

Size of Parcel: ± 1.7 ha (4.2 acres)

Existing Zoning: I-1C Light Industrial Limited

Minimum Lot Size Under Existing Zoning: 0.4 ha with community water service

Existing Plan Designation: Mixed Use

000061

Existing Use of Property: Roof Truss and Stair Manufacturing

Existing Use of Surrounding Properties:

North: Institutional  
 South: Commercial  
 East: Residential  
 West: Cobble Hill Road

Services:

Road Access: Cobble Hill Road  
Water: Cobble Hill Water System  
Sewage Disposal: On-site septic

Agricultural Land Reserve Status: Property is not in the ALR

Environmentally Sensitive Areas: The CVRD Environmental Planning Atlas does not identify any environmentally sensitive areas on the subject property; however there is a "Stream Planning Area" that runs parallel to Cobble Hill Road along the subject property's western parcel line. A Riparian Areas Regulation (RAR) Assessment was not required since the assessment area is already substantially altered by paved parking areas on the subject property and paved road allowance for the travelled portion of Cobble Hill Road. Additionally, the applicant has replaced the culvert under their driveway in an effort to improve the drainage along Cobble Hill Road.

**The Proposal:**

An application has been made to the Regional Board to issue a Development Permit in accordance with the requirements of the Development Permit Area 1-Mixed Used Area contained within OCP Bylaw No. 1210 for the purpose of building a 117 m<sup>2</sup> (1256 ft<sup>2</sup>) addition to the existing truss manufacturing business. A site plan and elevation drawings showing the proposal are attached.

**Planning Division Comments:**

The subject property is located off Cobble Hill Road, and is located within **Development Permit Area 1 – Mixed Use Area**, as specified in the Cobble Hill Village Neighbourhood Plan. This Development Permit Area (DPA) is designated in order to establish objectives and provide guidelines for the form and character of residential and commercial development within the area. As such, any proposed development is required to obtain a development permit prior to receiving a building permit from the CVRD.

The following section outlines the Development Permit guidelines from the OCP, however, please note that the design guidelines are more suited to new commercial and residential development rather than established light industrial buildings.

Please see attached Section 8.2.2 - **Development Permit Area 1 – Mixed Use Area** Guidelines

- a) As noted above, the property is zoned Light Industrial – Limited (I-1C), and Truss manufacturing is a permitted use. The addition will provide increased space capability for manufacturing stairs.

- b) The project proposal is a 117 m<sup>2</sup> addition to the existing building on site, and as such it is important that the design of the addition strikes a balance between the objectives, policies and guidelines of the Cobble Hill Village Plan, and the operational requirements of the business. The proposal is for a one-storey, flat roof addition. Three existing west-facing windows will be removed and relocated to the west side of the addition. All the design features of the existing building will be extended to the new addition, including covered walkway, pot lights in walkway, and the same colour paint and finish. Adjacent to the building along the length of the walkway will be a flower bed. The applicant has supplied elevation drawings showing the front and side of the building as it will appear with the addition. The development permit guidelines recommend that a mixture of natural exterior finish materials be used, with particular attention to board and battens, clapboards, shingles and shakes. In this case, no new design features are proposed to update the existing building, and the addition has been designed to match the existing building with the same colour and finishing being proposed.
- c) No residential uses are proposed. The location of the building is already established, and the new addition will be set back approximately 13 metres from Cobble Hill Road. The applicant has proposed landscaping consisting of a Leyland cypress hedge along the property line, at the entrance to the site, and alongside the front of the building. The primary goal of the landscaping along the street-front is to screen the buildings, outdoor storage areas and work yards.
- d) No residential uses are proposed therefore, this guideline is not applicable to this application.
- e) The proposed addition will not have a significant impact on pedestrian or traffic circulation on the site.
- f) The proposed addition does not include signage. The existing signage on the site will remain.
- g) The existing lighting system will be applied to the addition, consisting of lights located under the eaves along the building front and pot lights in the overhang over the walkway.
- h) Wiring to the existing building is underground.
- i) The location of the proposed addition is currently a paved area providing space for 4 parking stalls. No additional parking is being provided as part of this application, however CVRD Bylaw No. 1001, which regulates the provision of off-street parking, requires that 1 space be provided per 100 square metres of gross floor area for a manufacturing type use. The total number of parking spaces provided on-site complies with the requirements of the Bylaw. Additionally, the applicant will be providing bike racks for employees who wish to ride to work.
- j) The applicant is not proposing to modify the existing parking and loading areas or the refuse collection or storage areas.
- k) Pedestrian links are not proposed between the Mixed Use Area and the rest of Cobble Hill. This guideline is perhaps not applicable considering the small scale of the proposed addition and the light industrial nature of the use.
- l) N/A
- m) In terms of addressing the Safety and Social Policies of the Plan, there is opportunity within the application to promote personal and public safety on the site by ensuring the site is well lit and is accessible to persons who are physically challenged. Additionally, the work-yard is fenced and does not provide access except during normal work hours.

**Government Agency Comments:**

The Electoral Area C Advisory Planning Commission met on February 11, 2009 and they discussed this application at that time. They submitted to us the following comments and recommendation:

*That the APC recommend approval of the application.*

**Options:**

1. That application No. 2-C-08 DP be approved, and that a development permit be issued to Victoria Truss Ltd. for Lot A, Sections 12 and 13, Shawnigan District, Plan 41285, for the construction of an addition to the existing building, subject to completion of the landscaping as proposed along the western property boundary.
2. That application No. 2-C-08 DP not be approved, and that a development permit not be issued to Victoria Truss Ltd. for Lot A, Sections 12 and 13, Shawnigan District, Plan 41285 for the construction of an addition to the existing structure.

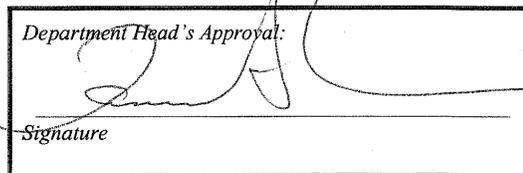
Normally, some form of security is required to ensure that the landscaping is provided. However, in this instance it is expected that the landscaping will be complete prior to approval of the Development Permit by the Board. Tree removal has already occurred in the ditch area, and the removal of existing trees and replacement with a Leyland cypress hedge has been approved by the Ministry of Transportation staff. Therefore, staff are not recommending that a security for the landscaping be required, provided it is installed prior to issuance of the permit.

Option 1 is recommended.

Submitted by,



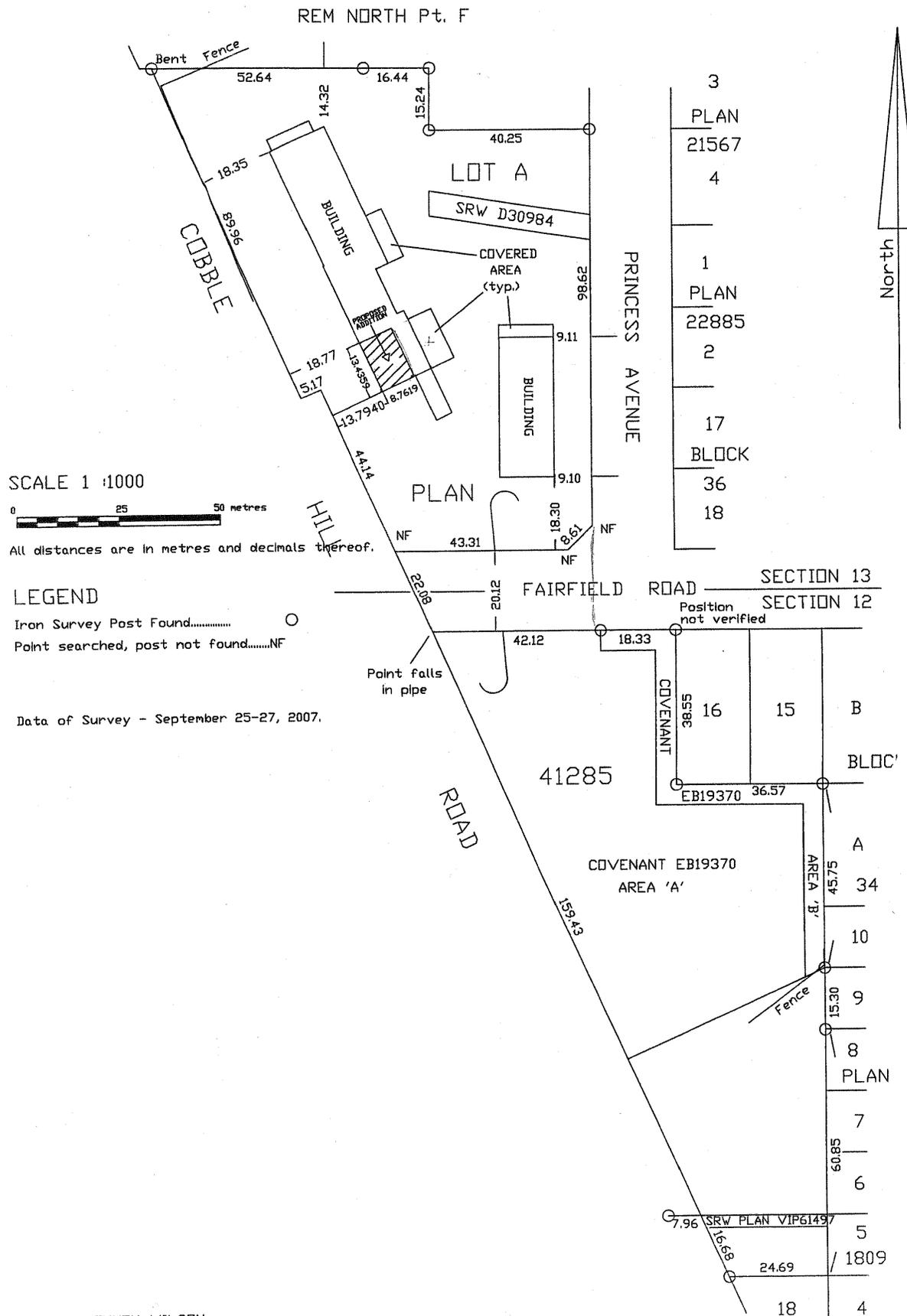
Rachelle Moreau,  
Planning Technician  
Planning and Development Department

<p>Department Head's Approval:</p>  <p>Signature</p>
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RM/ca

000064

SKETCH PLAN SHOWING EVIDENCE  
 FOUND AND IMPROVEMENTS ON  
 LOT A, SECTIONS 12 AND 13,  
 SHAWNIGAN DISTRICT, PLAN 41285.



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# Building Elevation

CONSTRUCTION OF THIS DRAWING IS BASED ON INFORMATION PROVIDED BY THE CLIENT. THE ARCHITECT ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT. THE ARCHITECT'S RESPONSIBILITY IS LIMITED TO THE DESIGN OF THE BUILDING AS SHOWN ON THIS DRAWING. THE ARCHITECT DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT.

NO.	DATE	DESCRIPTION

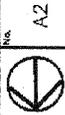
**T·BUILT**  
DESIGN & DRAFT  
(250) 709-9919

Project  
**PROPOSED ADDITION  
VICTORIA TRUSS**

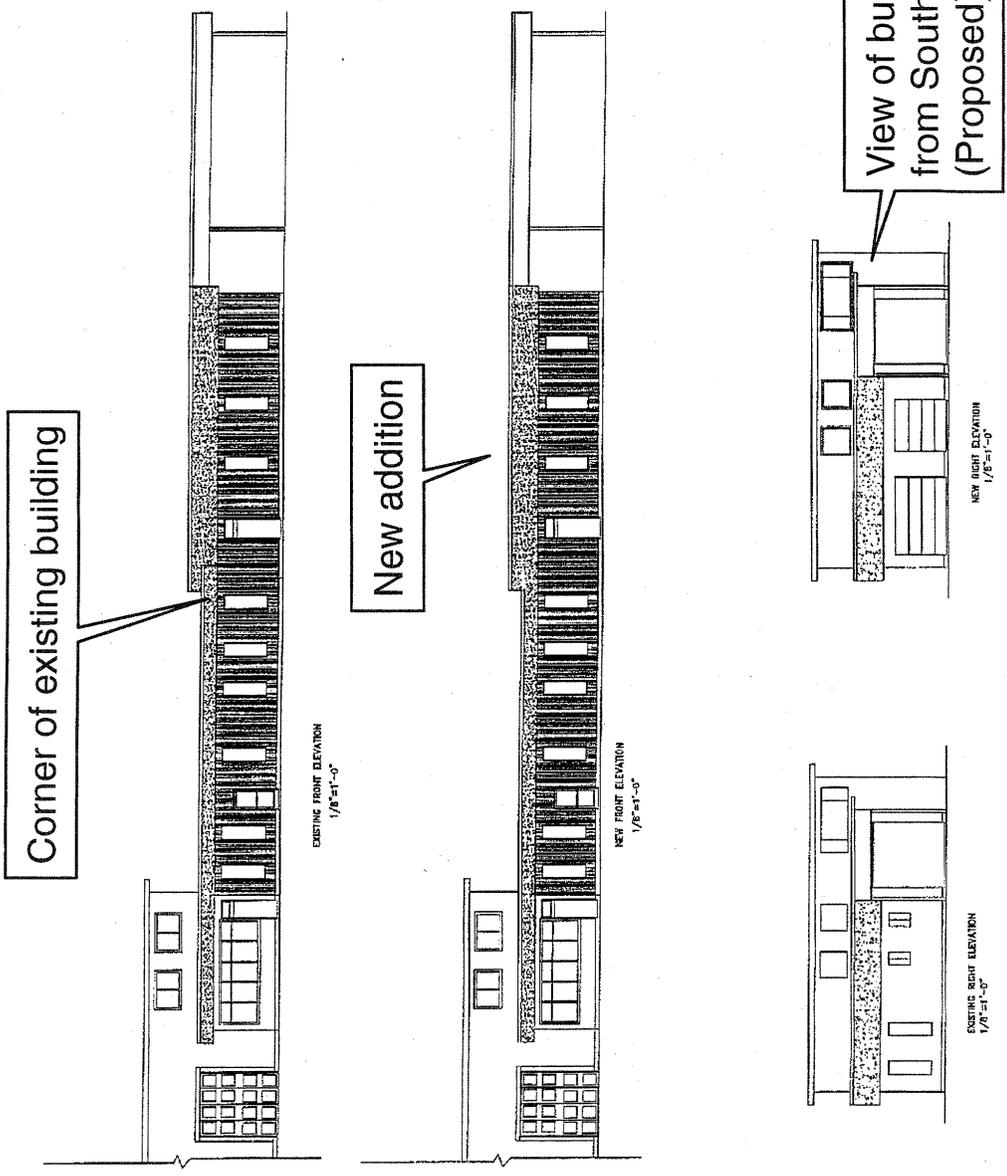
3600 Commercial St.  
Victoria, BC V8N 1C9

Drawing  
**DEVELOPMENT PERMIT DRAWINGS**

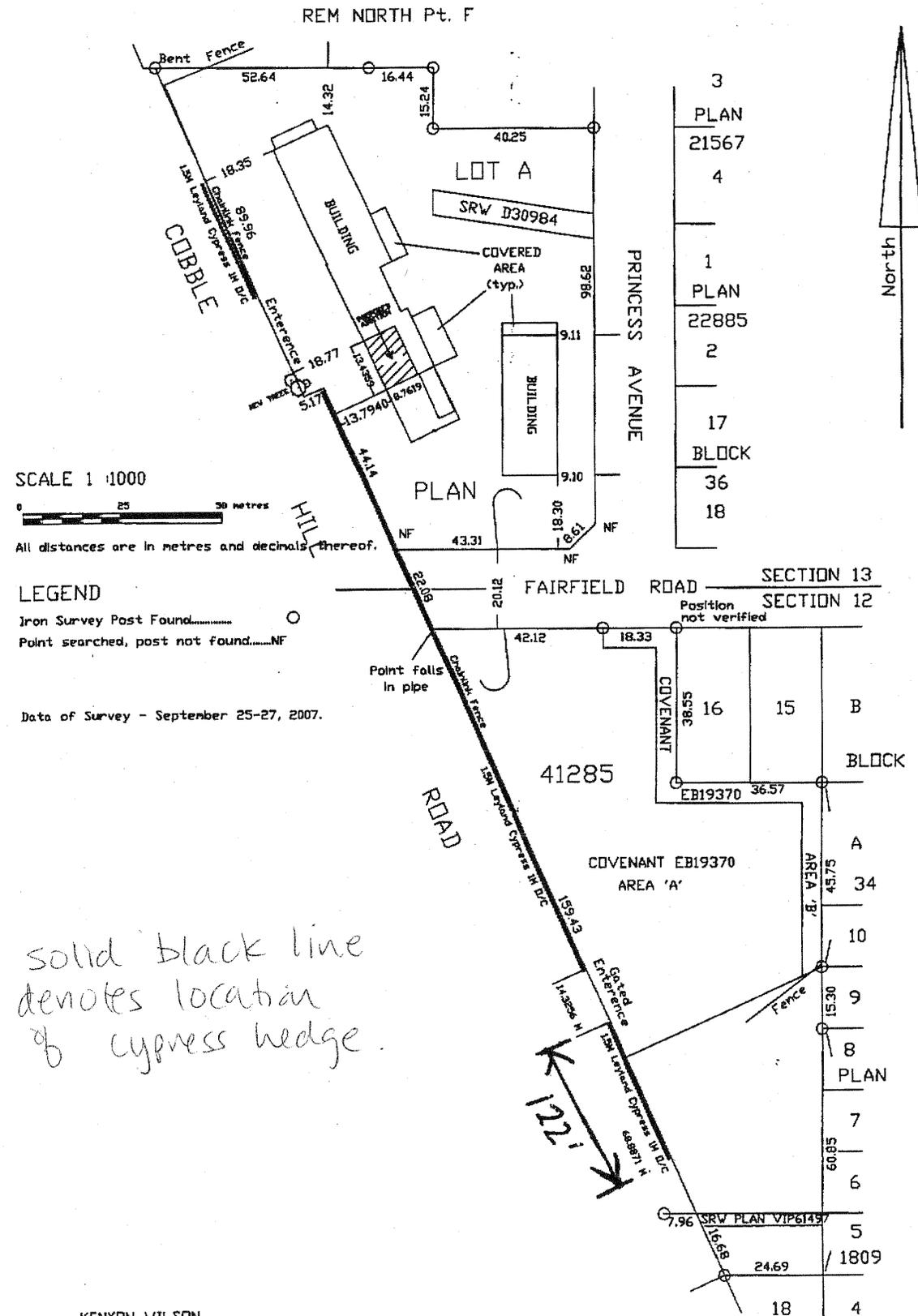
DATE: VICTORIA TRUSS  
DATE: DEC. 22/08  
PROJECT NO.: 080808  
ISSUED FOR: DEVELOPMENT PERMIT  
SCALE: AS SHOWN  
DRAWN BY: [Signature]  
CHECKED BY: [Signature]

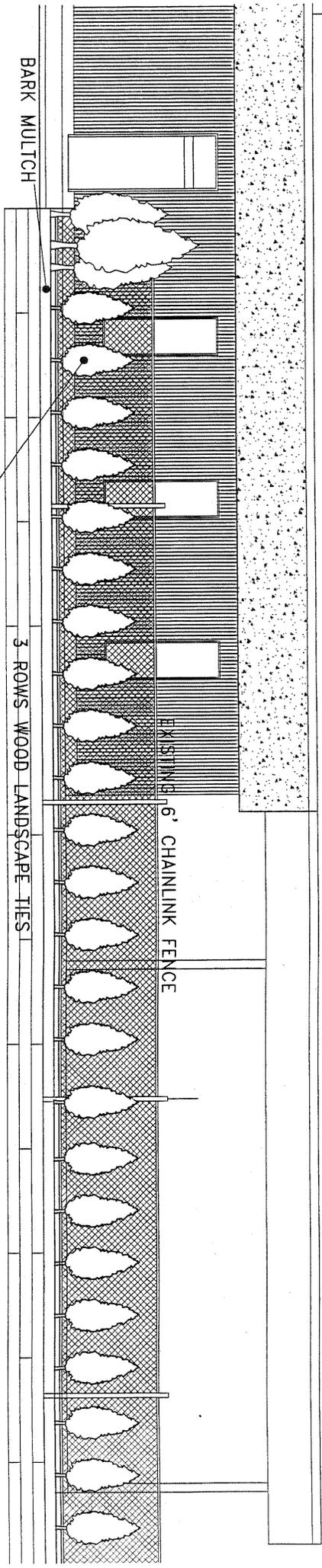


No. A2



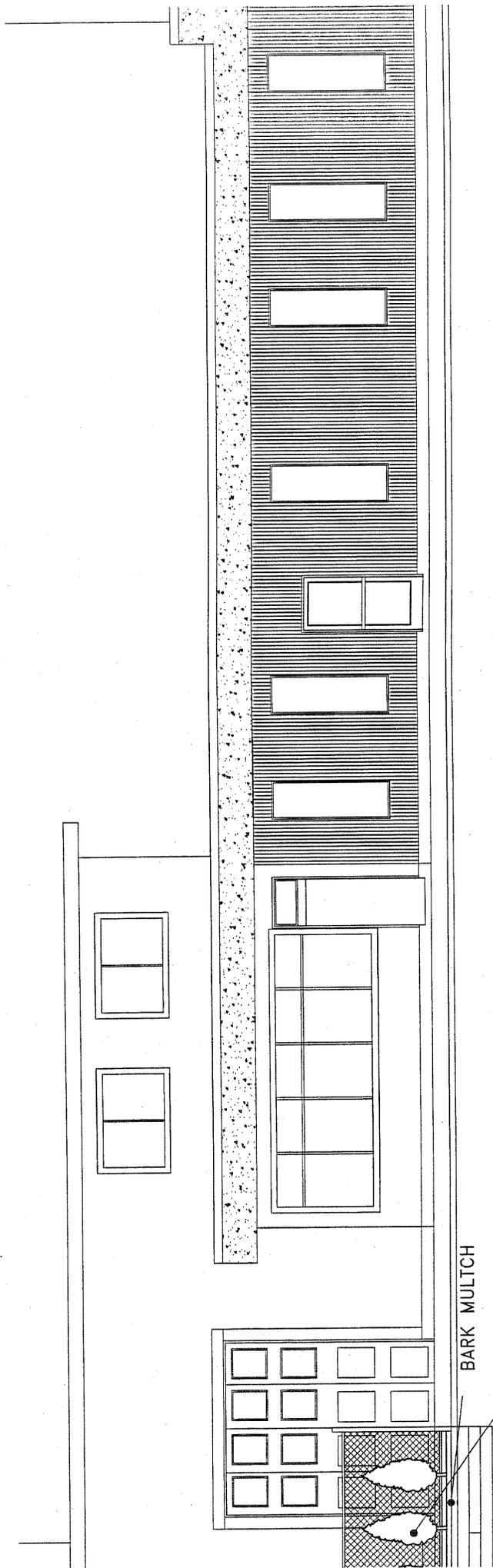
SKETCH PLAN SHOWING EVIDENCE  
 FOUND AND IMPROVEMENTS ON  
 LOT A, SECTIONS 12 AND 13,  
 SHAWNIGAN DISTRICT, PLAN 41285.





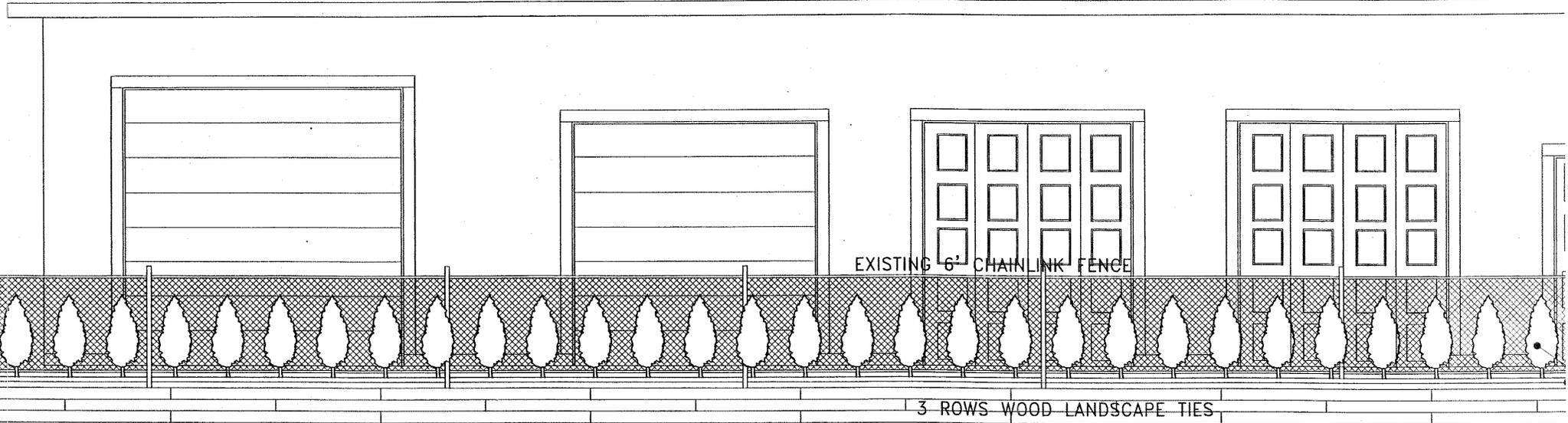
NEW FRONT ELEVATION  
 3/16"=1'-0"  
 5' LEYLAND CYPRESS 3' O/C  
 TO CONTINUE TO SOUTH GATED ENTRANCE  
 AND BEYOND 122'

690000



BARK MULCH

5' LEYLAND CYPRESS 3' O/C







**Cowichan Valley Regional District**

This map is compiled from various sources for internal use and is designed for reference purposes only.

The Regional District does not warrant the accuracy.

All persons making use of this compilation are advised that amendments have been consolidated for convenience purposes only and that boundaries are representational.

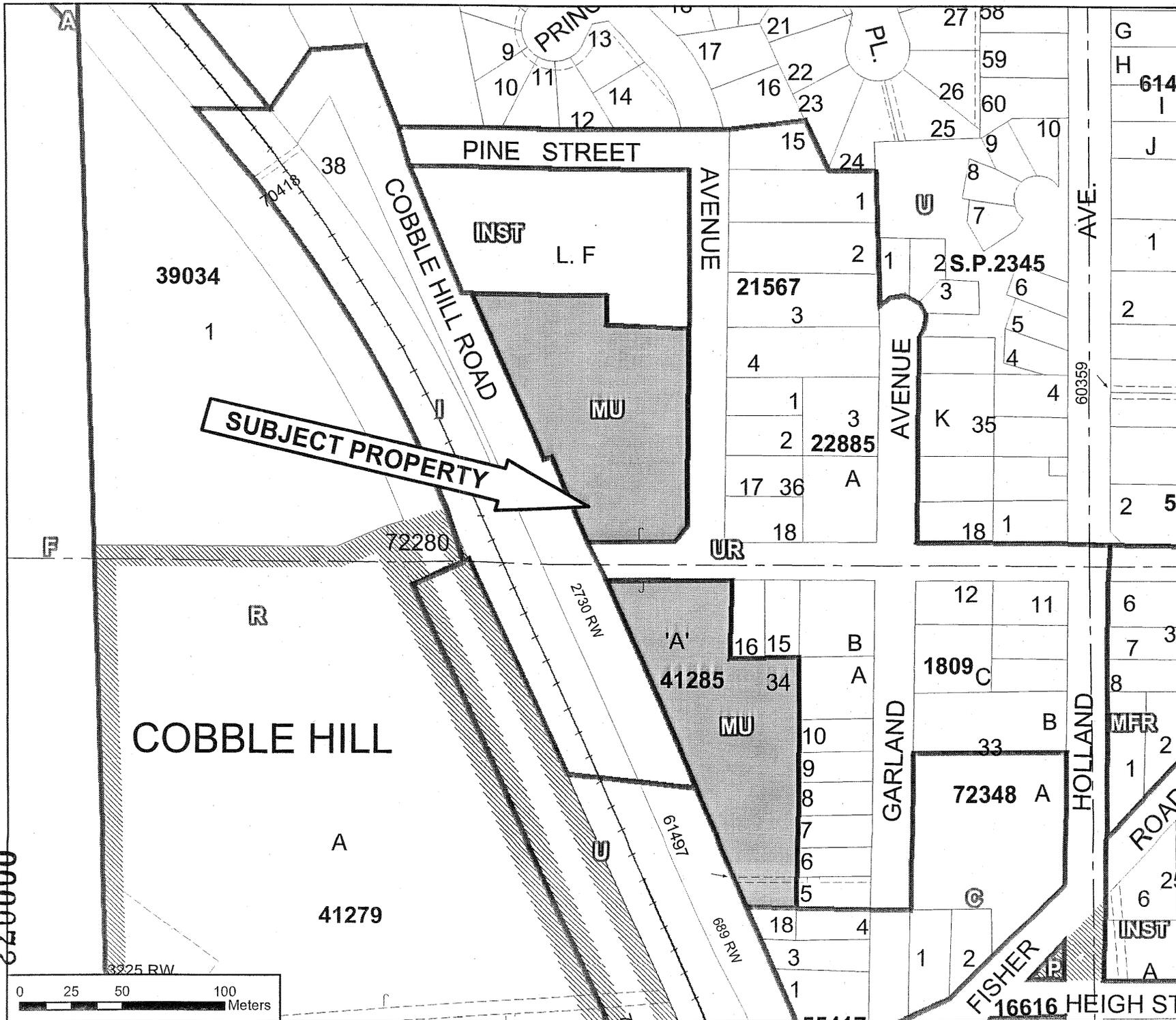
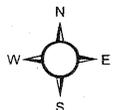
The original Bylaws should be consulted for all purposes of interpretation and application of the Bylaws.

**FILE: 2-C-08-DP**

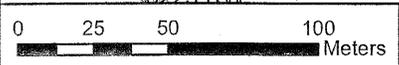
**OCP**

**Legend**

-  Subject Property
-  OCP Electoral Area C



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**Covichan  
Valley  
Regional  
District**

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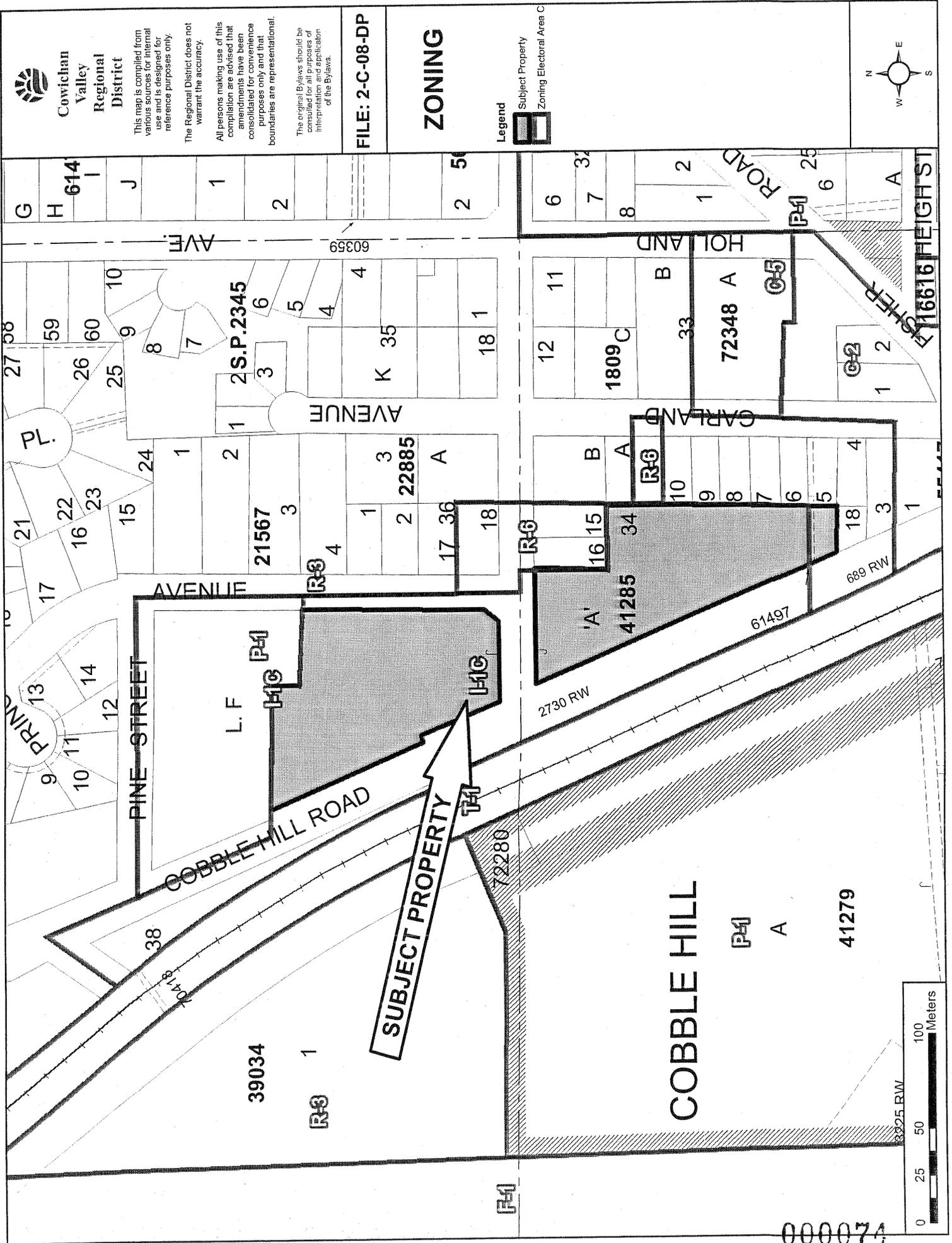
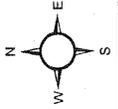
**FILE: 2-C-08-DP**

**ZONING**

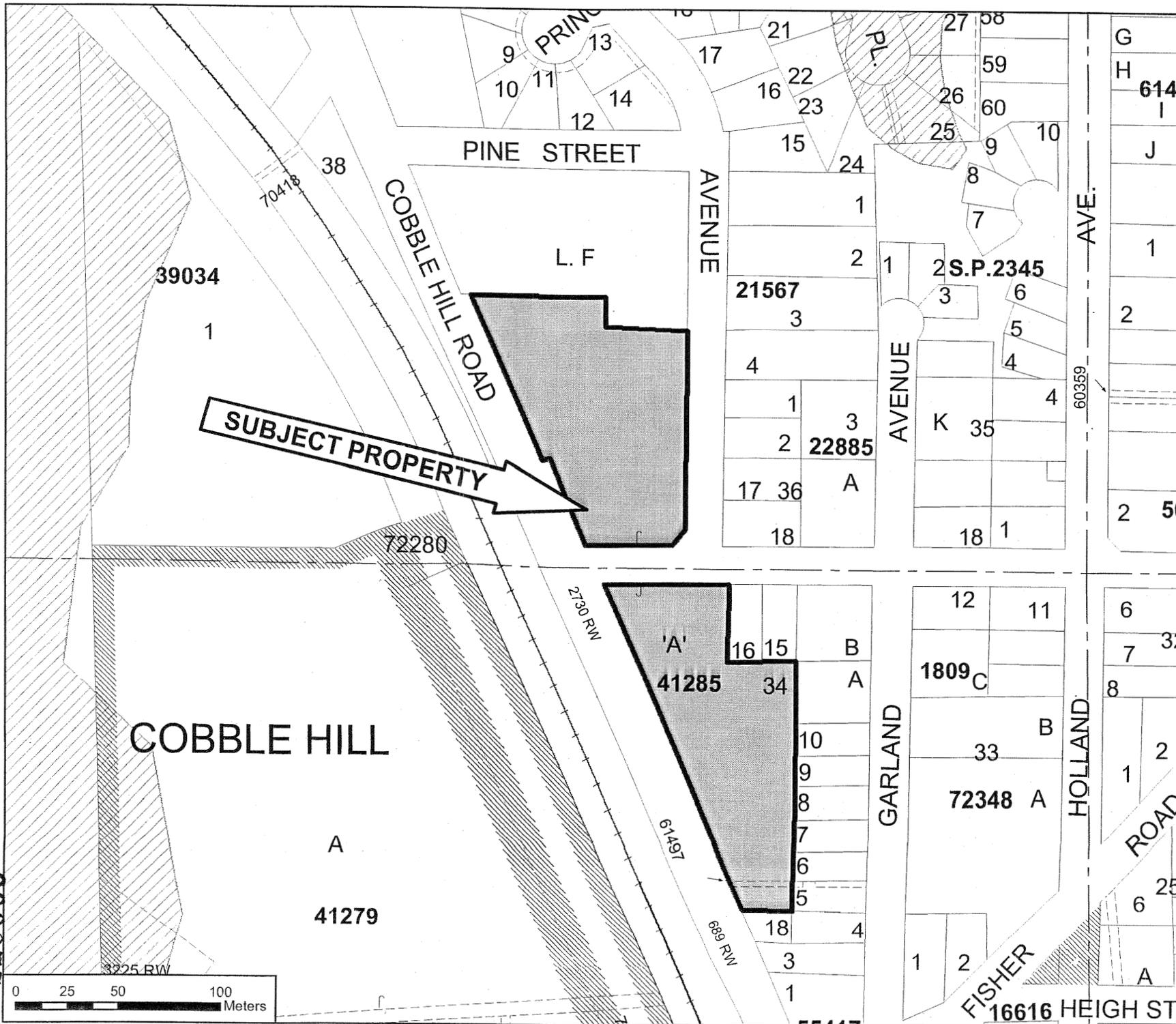
**Legend**



Subject Property  
Zoning Electoral Area C



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**Cowichan  
Valley  
Regional  
District**

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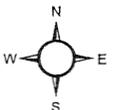
The original Bylaws should be consulted for all purposes of interpretation and application of the Bylaws.

**FILE: 2-C-08-DP**

## Sensitive Ecosystem Inventory

**Legend**

- Subject Property
- SEI 2004





CVRD

COWICHAN VALLEY REGIONAL DISTRICT

DEVELOPMENT PERMIT

NO: 2-C-08 DP

DATE: \_\_\_\_\_

TO: Angelo Mansueti for Victoria Truss Ltd.

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

1. This Development Permit is issued subject to compliance with all of the bylaws of the Regional District applicable thereto, except as specifically varied or supplemented by this Permit.
2. This Development Permit applies to and only to those lands within the Regional District described below (legal description):  
*Lot A, Sections 12 and 13, Shawnigan District, Plan 41285*
3. Authorization is hereby given for construction of an approximately 117m<sup>2</sup> addition to the existing building.
4. The development shall be carried out subject to the following conditions:
  - Landscaping is provided as shown on the attached Schedules.
5. The land described herein shall be developed in substantial compliance with the terms and conditions and provisions of this Permit and any plans and specifications attached to this Permit shall form a part thereof.
6. The following Schedule is attached:
  - Schedule A – Site Plan
  - Schedule B – Proposed Building Elevation
  - Schedule C – Proposed Landscaping
7. This Permit is not a Building Permit. No certificate of final completion shall be issued until all items of this Development Permit have been complied with to the satisfaction of the Development Services Department.

ISSUANCE OF THIS PERMIT HAS BEEN AUTHORIZED BY RESOLUTION NO. \_\_\_\_\_ PASSED BY THE BOARD OF THE COWICHAN VALLEY REGIONAL DISTRICT THE \_\_\_th DAY OF \_\_\_\_\_.

\_\_\_\_\_  
Tom Anderson, MCIP  
Manager, Development Services

NOTE: Subject to the terms of this Permit, if the holder of this Permit does not substantially start any construction within 2 years of its issuance, this Permit will lapse.

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## STAFF REPORT

### ELECTORAL AREA SERVICES COMMITTEE MEETING OF MAY 5, 2009

**DATE:** April 29, 2009 **FILE NO:**  
**FROM:** Tom Anderson, General Manager **BYLAW NO:**  
**SUBJECT:** RCMP Boat Patrols on Shawnigan and Cowichan Lakes

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**Action:**

That the Committee provide direction on this initiative.

**Purpose:**

To update the Committee on direction given last summer and receive further Committee direction.

**Financial Implications:**

Dependent upon the direction taken.

**Interdepartmental/Agency Implications:**

A cooperative effort between the RCMP and the Cowichan Valley Regional District.

**Background:**

Over the last two decades, boat traffic on Shawnigan and Cowichan Lakes has increased considerably. The boating populace on both lakes has grown as a result of the expanding populations within these areas and within the Cowichan Valley in general. Also, the tightening of boating regulations on the lakes in the Capital Regional District has pushed many of their boaters up-island to find waters that are less crowded and perhaps, less restrictive.

In an effort to respond to some of the concerns that we were hearing from residents around the lake, the Regional District passed bylaws in the mid 1990's which prohibited unmuffled boats from using Shawnigan and Cowichan Lakes. Signs were posted at various locations notifying boaters of these restrictions. This signage also notified boaters of the Transport Canada regulated speed limits allowed on the lakes.

At the same time, the RCMP recognized the growth in the boating public along with the inherent problems associated with people out on a lake in a boat on a hot summer day. Police patrols on both lakes have taken place most summers but as happens with the demands of a growing area

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where budgets are tight and resources thin, the patrols have not been consistent and the troubles on the waters have increased.

Unfortunately, the efforts being made by the RCMP and the CVRD do not seem to be matching up against the increasing boat activity and subsequent problems. As such, the Regional Board received a delegation last July from Cowichan Lake residents and as a result passed the following resolution at the August 2008 regular Board meeting:

**“That Staff create educational signage with regard to boat noise and safety on Cowichan Lake and that the signs be posted at all boat launches and marinas on Cowichan Lake as well as being located along Highway 18 and that discussions with regard to boat noise and safety on Cowichan Lake be carried out with the local RCMP, Coast Guard and Town of Lake Cowichan.”**

While the resolution above was directed toward matters pertaining to Cowichan Lake, it should be noted that staff were approached by a number of residents of Shawnigan Lake expressing the same concerns with boating activity on their lake. Staff have therefore included both lakes in the direction given above.

In that regard, the attached signage is proposed to be erected along highway right of way at a number of points in both the Shawnigan Lake and Cowichan Lake areas. Specifically, in Shawnigan Lake, signs will be located a) along East Shawnigan Lake Road at the south end of Shawnigan Lake, b) along Shawnigan-Mill Bay Road near the Fire Hall, and c) at the intersection of Cobble Hill Road and Renfrew Road. In the Cowichan Lake area, signs will be located a) along Highway 18 prior to entering the Town of Lake Cowichan, b) along South Shore Road just east of Mesachie Lake, and c) along Highway 18 near Meade Creek which is just east of Youbou. While verbal approval has been given by the Ministry of Transportation to have these signs erected along their rights of way, the specific locations have yet to be approved by the Ministry.

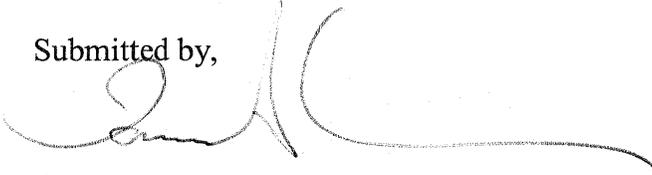
Further to direction given under the resolution, signage will also be placed at CVRD boat launches located at Recreation Road and at the Wharf Park in Shawnigan Lake. In Cowichan Lake, they will be erected at the Bear Lake Boat Launch and attempts will be made to have BC Parks erect the signage at the Gordon Bay Provincial Campground boat launch.

Two meetings have also taken place with representatives of the RCMP including Inspector Goodridge, Sgt. Rob Webb, Detachment Commander of the Shawnigan Lake Detachment and Sgt. Dave Voller, Detachment Commander of the Cowichan Lake Detachment. The focus of these meetings centered around what level of enforcement activity the RCMP is able to commit to their lake patrols this coming summer. In short, the Shawnigan Lake Detachment have a total of 40 hours of financial resources to commit and the Cowichan Lake Detachment have a total of 50 hours of financial resources to commit. Unfortunately, they require two officers in the boat at any one time so the hours noted above must be cut in half to determine the number of hours they will actually be on the water. The total number of hours is felt to be roughly half of what is necessary to adequately and consistently patrol the lakes. This would include 6 hour patrols on Saturdays and Sundays for roughly the 8 weekends of the summer including the Mondays of long weekends.

In order for these lake patrols to have any effect on enforcing noise, speed and boating regulations in general, it is absolutely necessary that the patrols be regular and consistent. As such, there is an option that the Committee may wish to explore and that is to cost share with the RCMP in order to ensure that there are boat patrols every weekend this summer. A rough calculation indicates that the cost to the Regional District would be in the neighbourhood of \$13,000. The RCMP have assured us that they are firmly committed to the boat patrols themselves and that if we were to commit these funds, their monetary commitment would not be diverted to any of their other areas of operation. The RCMP have provided us with a copy of a Memorandum of Understanding that is in place with the Regional District of North Okanagan for similar boat patrols for the lakes in that area.

While all budgets are tight, if the Committee is interested in pursuing this opportunity, there may be a way for the CVRD to find the necessary funds to accommodate this expenditure. It should also be noted that if every weekend turns out to be wet and cold resulting in few boaters on the lakes, boat patrols will not be necessary and these funds will not be required.

Submitted by,



Tom Anderson,  
General Manager  
Planning and Development Department

TA/ca

# SHAWNIGAN LAKE Family Recreation Area

## Unmuffled Boats **PROHIBITED**



*Safe  
Boating!*

Max. 8 Km / h  
33m from Shore

Max. 65 Km / h  
Centre of Lake



C.V.R.D.

# **COWICHAN LAKE**

## **Family Recreation Area**

# **Unmuffled Boats PROHIBITED**



*Safe  
Boating!*

**Max. 10 Km / h  
60m from Shore**



**C·V·R·D**

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C·V·R·D

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## STAFF REPORT

### ELECTORAL AREA SERVICES COMMITTEE OF MAY 19, 2009

**DATE:** May 13, 2009

**FILE NO:** 4-A-07DP

**FROM:** Rob Conway, MCIP, Manager  
Development Services Division

**BYLAW NO:**

**SUBJECT:** Sidewalk and Landscaping Agreement and Licence – Mill Bay Co-op

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**Recommendation:**

That the Corporate Secretary be authorized to execute a Sidewalk and Landscaping Maintenance Agreement with Peninsula Consumer Services Co-operative and a Licence of Occupation with the Ministry of Transportation and Infrastructure for landscape and sidewalk improvements within the Deloume Road right-of-way.

**Financial Implications:** N/A

**Interdepartmental / Agency Implications:** N/A

**Background:**

The CVRD Board, in a resolution dated July 9, 2008, authorized issuance of a development permit to Peninsula Consumer Services Co-operative subject to:

- a) *Relocation of the propane tank to a less prominent location; removal of all unnecessary logos, lettering and advertising from the tank; and the tank be placed on a horizontal footing and be fenced;*
- b) *Provision of a \$34,980 irrevocable letter of credit for landscaping;*
- c) *Provision of a sidewalk and landscaping in the Deloume Road right-of-way, and acceptance by the property owner of ongoing maintenance responsibility and liability associated with these works; and*
- d) *Consolidation of the three subject properties into a single parcel.*

The applicant's have agreed to all the above-mentioned conditions and have worked diligently to satisfy them. Condition (c), however has proved difficult for the applicants to satisfy, as the Ministry of Transportation and Infrastructure will not permit the sidewalk and landscape works proposed for the Deloume Road right of way unless the CVRD accepts the maintenance and liability responsibility for the works.

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As the landscaping and a sidewalk on Deloume Road were clearly priorities for the Area A APC and the Board, staff have pursued agreements that would allow the sidewalk and landscaping to be achieved. To this end, Licence of Occupation has been drafted between MoTI and the CVRD, and a further agreement has been drafted that effectively transfers the maintenance and liability responsibility to the Co-op and subsequent landowners. The Co-op has executed the Sidewalk and Landscaping Maintenance Agreement and has provided security in the amount of \$5000 for the performance of the owner's obligations under the Agreement. Board approval is required in order for staff to execute the Agreement and License of Occupation.

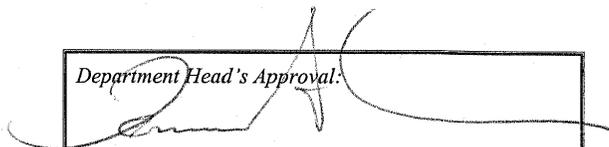
To further absolve the CVRD of maintenance and liability responsibility associated with the landscaping and sidewalk, the applicants have submitted a service area petition that could result in the establishment of a service function for works. Staff are investigating the creation of a new service area and will likely bring the bylaw forward at a later date. However, in order to allow the sidewalk and landscape works to be constructed in conjunction with the re-development of the Co-op property, staff requests authorization to enter into the attached Sidewalk and Landscaping Maintenance Agreement and Licence of Occupation.

Submitted by,



Rob Conway, MCIP  
Manager, Development Services Division  
Planning and Development Department

Department Head's Approval:



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Signature

RC/mca



MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE

LICENCE OF OCCUPATION OF PROVINCIAL PUBLIC  
HIGHWAY

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THIS AGREEMENT is made under section 62 of the *Transportation Act* and is dated for reference February 1, 2009.

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, as  
represented by the Minister of Transportation and Infrastructure

(the "Province")

AND

**COWICHAN VALLEY REGIONAL DISTRICT**

(the "Licensee")

**WHEREAS:**

- A. The Land is a provincial public highway (as defined in the *Transportation Act*) and, in accordance with section 58 of the *Transportation Act*, the BCTFA holds all of the Province's right to and title in the soil and freehold of the Land.
- B. The Province may, pursuant to subsections 58(3) and 62(1) of the *Transportation Act* authorize any person to use or occupy a provincial public highway.
- C. The Licensee wishes to use and occupy the Land and the Province has agreed to permit it to do so in accordance with the terms and conditions of this Agreement.

For valuable consideration, the parties agree as follows:

**ARTICLE 1 - DEFINITIONS**

1.1. In this Agreement,

**"Agreement"** means this licence of occupation;

**"BCTFA"** means BC Transportation Financing Authority, a corporation continued under the *Transportation Act*;

**"Commencement Date"** means February 1, 2009;

**"Fee"** means the fee set out in Article 3;

**"Improvements"** includes anything made, constructed, erected, built, altered, repaired or added to, in, on

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or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land;

"**Land**" means the land shown outlined by bold line in Schedule A;

"**Realty Taxes**" means all taxes, rates, levies, duties, charges and assessments lawfully levied or charged, at any time, by any competent governmental authority which relate to the Land, the Improvements or both of them;

"**Security**" means the security referred to in section 6.1, as replaced or supplemented in accordance with sections 6.3 and 6.5;

"**Term**" means the period of time set out in section 2.2;

"**we**", "**us**" or "**our**" refers to the Province alone and never refers to the combination of the Province and the Licensee: that combination is referred to as "**the parties**"; and

"**you**" or "**your**" refers to the Licensee.

#### ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement, we grant you a licence of occupation over the Land for the purposes of constructing and maintaining sidewalk and landscaping improvements on the right of way and you acknowledge that this Agreement does not grant you the exclusive use and occupancy of the Land.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on February 1, 2014 or such earlier date provided for in this Agreement.
- 2.3 We agree that at your request, we will grant you a further Licence of Occupation over the Land for a term of five years, on substantially the same terms and conditions as set out in this Agreement, provided your request is received before the end of the Term and provided you are not then in default of your obligations under this Agreement.

#### ARTICLE 3 - FEE

- 3.1 You will pay to us \$500.00, payable in advance on the Commencement Date together with the goods and services tax imposed under the *Excise Tax Act* (Canada) which is payable on that amount.
- 3.2 You acknowledge that we may, on notice to you and in our sole discretion, change the Fee payable by you under this Agreement.

#### ARTICLE 4 - COVENANTS

- 4.1 You must
- (a) pay, when due,
    - (i) the Fee to us at the address set out in Article 10,
    - (ii) the Realty Taxes, and
    - (iii) all charges for electricity, gas, water and other utilities supplied to the Land;

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- (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
  - (c) observe, abide by and comply with
    - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Land and the Improvements, or their use and occupation, and
    - (ii) the provisions of this Agreement;
  - (d) keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, make the Land and the Improvements safe, clean and sanitary;
  - (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance or annoyance to an owner or occupier of land in the vicinity of the Land;
  - (f) use and occupy the Land only in accordance with and for the purposes set out in section 2.1;
  - (g) not construct, place or affix any Improvement on or to the Land except as necessary for the purposes set out in section 2.1 and, without limitation, not place any directional sign on the Land without first obtaining our approval to the design, wording and specifications of the sign;
  - (h) cut or remove timber on or from the Land
    - (i) only to address an unsafe condition or for the purposes set out in section 2.1, and
    - (ii) in accordance with an agreement issued to you under the *Forest Act* to permit the harvest of Crown timber on the Land unless the minister responsible for the *Forest Act* permits the harvest of timber on the Land without the issuance of an agreement under the *Forest Act*;
  - (i) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements;
  - (j) indemnify and save us and our servants, employees and agents (including the BCTFA and its officers, directors, employees, servants and agents) harmless against all claims, demands, actions, causes of action, losses, damages, fines, penalties, costs, expenses and liabilities, including fees of solicitors and other professional advisors, arising out of or in connection with
    - (i) your breach, violation or nonperformance of a provision of this Agreement,
    - (ii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land, and
    - (iii) without limiting paragraph (ii), any environmental liability on or off the Land related to your entry upon, use or occupation of the Land, including, without limitation, any contamination or any liability related to any toxic, hazardous, dangerous or potentially dangerous substances migrating from the Land,

and the amount of all such losses, damages, fines, penalties, costs, expenses and liabilities will be

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payable to us immediately upon demand;

- (k) release us and our servants, employees and agents (including the BCTFA and its officers, directors, employees, servants and agents) from and against all claims, demands, actions, causes of action, losses, damages, fines, penalties, costs, expenses and liabilities arising out of or in connection with any environmental liability on or off the Land related to your entry upon, use or occupation of the Land, including, without limitation, any contamination or any liability related to any toxic, hazardous, dangerous or potentially dangerous substances migrating from the Land; and
- (l) on the termination of this Agreement,
  - (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii) and (iii), the Improvements in a safe, clean and sanitary condition (including, without limitation, free of any environmental contamination related to your entry upon, use or occupation of the Land),
  - (ii) within 60 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you or for you, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building or part of the Land,
  - (iii) remove from the Land any Improvement that was placed on or made to the Land by or for you, and that we, in writing, direct or permit you to remove; and
  - (iv) restore the surface of the Land as nearly as may reasonably be possible to the same condition as it was on the Commencement Date, to our satisfaction, but if you are not permitted or directed to remove an Improvement under paragraph (ii) or (iii), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

and all of your right, interest and estate in the Land will be absolutely forfeited to us, and to the extent necessary, this covenant will survive the termination of this Agreement.

4.2 You will not permit any person to do anything you are restricted from doing under this Article.

#### ARTICLE 5 - LIMITATIONS

5.1 You agree with us that

- (a) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads;
- (b) we may, without your consent, authorize other persons, including a Crown agency or ministry, to use and occupy the Land under section 62 of the *Transportation Act*;
- (c) you will make no claim for compensation, in damages or otherwise, in respect of an authorization granted by us under subsection (b),
- (d) all of your costs and expenses, direct or indirect, that arise out of any interference with your rights under this Agreement as a result of an authorization granted by us under subsection (b) will be borne solely by you;
- (e) you release and discharge us from all claims for loss or damage arising directly or indirectly out of any interference with your rights under this Agreement as a result of an authorization granted by us under subsection (b);

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- (f) you release and discharge us from all claims for loss or damage arising directly or indirectly out of any interference with your rights under this Agreement as a result of a disposition made by us under subsection (b);
  - (g) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
  - (h) any interest you may have in the Improvements ceases to exist and becomes our property upon termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(i)(ii) or (iii) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 4.1(i)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(i)(iii); and
  - (i) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly tenant only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

#### ARTICLE 6 - INSURANCE

6.1 You must, without limiting your obligations or liabilities under this Agreement, at your expense, maintain during the Term

- (a) Comprehensive (Commercial) General Liability Insurance including non-owned automobile and contractual liability insurance with inclusive limits of not less than \$2,000,000 for bodily injury, death or property damage arising from any one accident or occurrence which insurance policy will indemnify the named insureds under the policy for all sums which the insured may become liable to pay or pays for bodily injury, death or property damage or for loss of use, arising out of or resulting from the work or operations of the parties under this Agreement which must be endorsed as follows:

"It is understood and agreed that Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure (the "Province"), together with the employees, agents (including the BC Transportation Financing Authority and its officers, directors, employees, servants and agents), and servants of the Province (the "Additional Named Insureds"), are each added as an Additional Named Insured, in respect of liability arising from the work or operations of the insured and each Additional Named Insured, in connection with contracts entered into between the insured and the Additional Named Insured.

The Insurance as is afforded by this policy will apply in the same manner and to the same extent as though a separate policy had been issued to each insured. Any breach of a condition of the policy by any insured will not affect the protection given by this policy to any other insured. The inclusion herein of more than one insured will not operate to increase the limit of liability under this policy.";

- (b) if vessels are owned, leased or rented or used in the performance of this Agreement by you and are not covered under the general liability policy, you will provide Protection and Indemnity insurance with limits of not less than \$5,000,000 for such vessels and will include four-fourths collision liability insurance,

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- (c) if any licensed vehicles are owned, leased, rented or used by you in the performance of this Agreement, Automobile Liability Coverage with inclusive limits of not less than \$2,000,000 providing third party liability and accident benefits insurance for all such vehicles, and
  - (d) if aircraft (including helicopters) are owned, rented, leased or used by you in the performance of this Agreement, third party liability coverage with inclusive limits of not less than \$5,000,000;

which, in the case of the policies of insurance described in subsections (a), (b) and (d), must include endorsements or provisions that they may not be cancelled, reduced, altered or materially changed without the insurer or insurers giving not less than 30 days' prior written notice to us by registered mail, which endorsements must be in terms comparable to those normally obtainable from insurers in the Province of British Columbia issuing comparable policies.

6.2 You must, under the insurance required to be maintained by you under this Agreement,

- (a) pay all deductibles;
- (b) not exclude hazardous operations such as excavation, pile driving, shoring, blasting, under-pinning or demolition work or any other operation or work from insurance coverage;
- (c) deliver to us, on the Commencement Date, on the renewal of the insurance and at other times required by us,
  - (i) for all policies except Automobile Liability Insurance, a completed and executed certificate of insurance in a form acceptable to us (as of the Commencement Date, such form is entitled "Certificate of Insurance" and is numbered H-111), and
  - (ii) evidence of Automobile Liability Insurance in the form of a duly executed Insurance Corporation of British Columbia APV47 or APV250 form or a copy of the vehicle registration/insurance certificate;
- (d) on our request, deliver to us evidence that the insurance remains in force and effect by way of the originals or certified copies of all current insurance policies and endorsements.

6.3 You acknowledge and agree that, in the event of any third party loss or damage or any physical loss or damage to the Land (and your associated apparatus, improvements or fixtures), the settlement or payment by the insurer of the subsequent claim will be made without the right of subrogation against us or the BCTFA or those for whom we and the BCTFA are legally obligated to indemnify against such claims.

#### ARTICLE 7 - ASSIGNMENT

- 7.1 You must not sublicense, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold in our sole discretion.
- 7.2 For the purpose of section 7.1, if you are a corporation, a change in control (as that term is defined in subsection 2(3) of the *Business Corporations Act*) will be deemed to be a transfer of this Agreement.
- 7.3 Section 7.2 does not apply to a corporation if the shares of the corporation which carry votes for the election of the directors of the corporation trade on a stock exchange located in Canada.
- 7.4 Prior to considering a request for consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you provide to us a "site profile", "preliminary site investigation" or "detailed site investigation" (as those terms are defined in the *Environmental Management Act*) for the

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Land and or other similar type of investigation of the Land.

- 7.5 Nothing in this Agreement shall prevent you from entering into an agreement with a third party for the construction and maintenance of the Improvements.
- 7.6 The appointment of third parties by you to construct and maintain the Improvements will not relieve you of your responsibility to perform and comply with all terms of this Agreement, or for the quality of work, materials and services provided by it.
- 7.7 You will at all times be held fully responsible to us for the acts and omissions of third parties and persons employed by them and no contract entered into by you will impose any obligation or liability upon the Province to any such third party or any of its employees.
- 7.8 You will cause every contracted third party to be bound by the terms of this Agreement so far as they apply to the services to be performed by each of them.
- 7.9 Nothing in this Agreement will create any contractual relationship between us and a contracted third party.

#### ARTICLE 8 - CANCELLATION

- 8.1 You agree with us that
- (a) if you
    - (i) default in the payment of any money payable by you under this Agreement, or
    - (ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),and your default or failure continues for 60 days after we give written notice of the default or failure to you,
  - (b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;
  - (c) if you
    - (i) become insolvent or make an assignment for the general benefit of your creditors,
    - (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or
    - (iii) voluntarily enter into an arrangement with your creditors;
  - (d) if you are a corporation,
    - (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
    - (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;

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(e) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent; or

(f) if this Agreement is taken in execution or attachment by any person;

this Agreement will, at our option and with or without entry, terminate, and all of your right, interest and estate in the Land will be absolutely forfeited to us.

8.2 If the condition complained of in section 8.1 (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have complied with the remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.

8.3 You agree with us that we may, on 60 days' written notice to you, terminate this Agreement if we or the BCTFA require the Land for any purpose.

8.4 You agree with us that you will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 8.1 or 8.3 or under subsection 62(5) of the *Transportation Act*.

#### ARTICLE 9 - DISPUTE RESOLUTION

9.1 If any dispute arises under this Agreement, the parties will attempt to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.

9.2 Subject to section 9.5, if a dispute under this Agreement cannot be resolved under section 9.1, the dispute will be resolved by arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.

9.3 The cost of the arbitration referred to in section 9.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.

9.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in Victoria, British Columbia, and if we or our authorized representative have no office in Victoria, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Victoria, British Columbia.

9.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 9.2.

#### ARTICLE 10 - NOTICE

10.1 Any notice required or permitted to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:

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to us

Ministry of Transportation and Infrastructure  
3<sup>rd</sup> Floor – 2100 Labieux Road  
Naniamo, British Columbia  
V9T 6E9  
Attention: Douglas Beaumont  
Facsimile: (250) 751-3288

to you

Cowichan Valley Regional District  
175 Ingram Street, Duncan, British Columbia  
V9L 1N8  
Attention: Corporate Secretary  
Facsimile: (250) 746-2513

or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.

- 10.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 10.1.
- 10.3 The delivery of all money payable to us under this Agreement will be effected by hand, courier or prepaid regular mail to our address specified in or otherwise established under section 10.1, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

#### ARTICLE 11 - MISCELLANEOUS

- 11.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 11.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 11.3 The grant of a sublicense, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublicense, assignment or transfer of this Agreement.
- 11.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 11.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement,

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the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as

- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and
- (b) you diligently attempt to remove the delay.

11.6 You agree with us that

- (a) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement;
- (b) nothing in this Agreement constitutes you as an agent, joint venturer or partner of ours or the BCTFA or gives you any authority or power to bind us or the BCTFA in any way; and
- (c) any information regarding this Agreement or you may be disclosed or required to be disclosed under the *Freedom of Information and Protection of Privacy Act*, governmental policy or otherwise.

11.7 There are no warranties, representations, collateral agreements or conditions affecting this Agreement except as set out in this Agreement.

#### ARTICLE 12 - INTERPRETATION

12.1 In this Agreement, "person" includes a corporation, firm or association and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.

12.2 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.

12.3 This Agreement will be interpreted according to the laws of the Province of British Columbia.

12.4 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.

12.5 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.

12.6 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.

12.7 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.

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- 12.8 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
  - 12.9 All provisions of this Agreement in our favour and all of our rights and remedies, either at law or in equity, will survive the termination of this Agreement.
  - 12.10 Time is of the essence of this Agreement.
  - 12.11 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we, as the case may be, have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.

The parties have executed this Agreement as of the date of reference of this Agreement.

**SIGNED** on behalf of **HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA** by the Minister of Transportation and Infrastructure or the minister's authorized representative

\_\_\_\_\_  
Minister of Transportation and Infrastructure  
or the minister's authorized representative

SIGNED by Douglas R. Beaumont

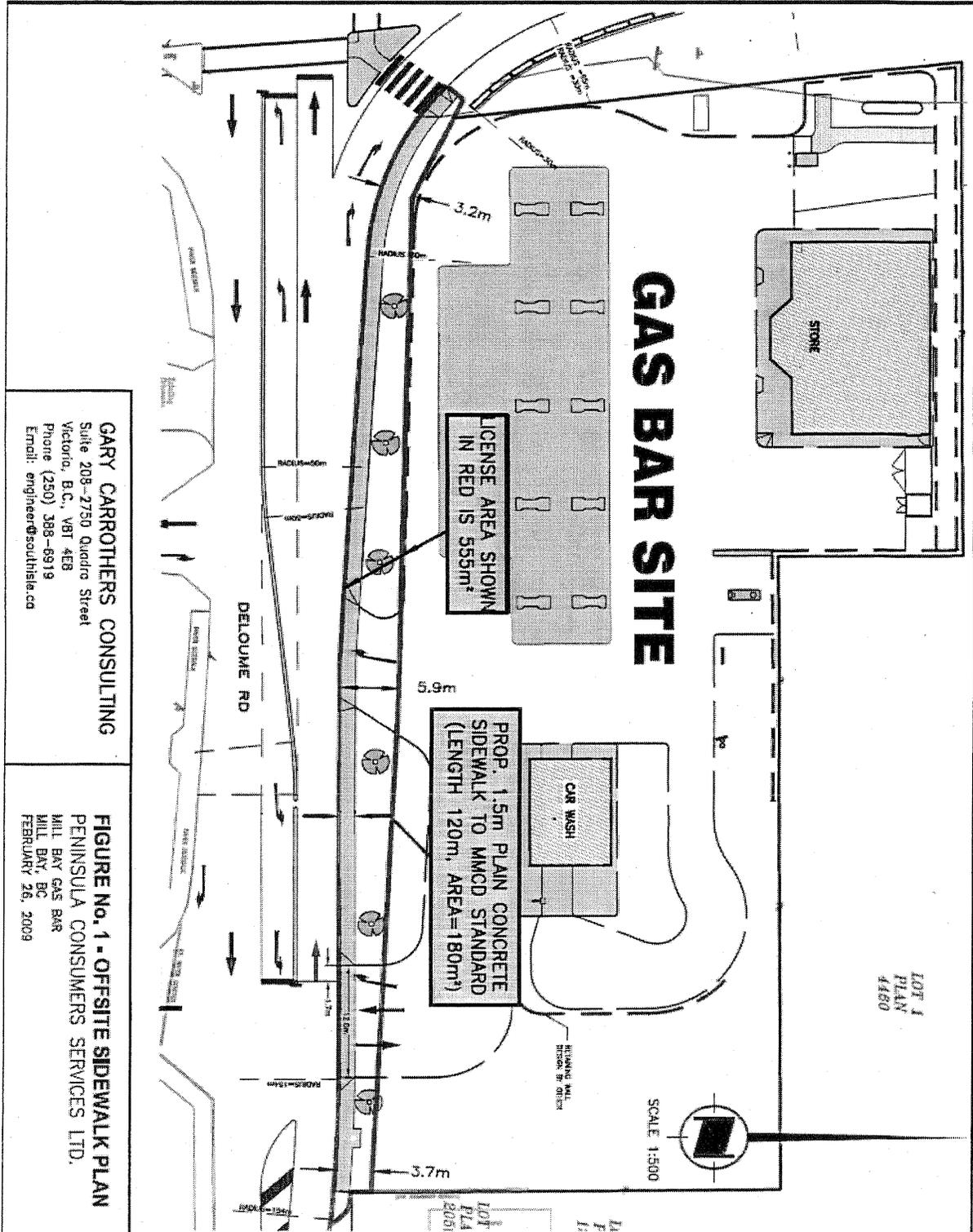
\_\_\_\_\_  
SIGNED on behalf of **COWICHAN VALLEY REGIONAL DISTRICT**  
by its authorized signatories

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

SCHEDULE A

"Land" means the shown outlined by bold line on the following plan:



**GARY CARROTHERS CONSULTING**  
 Suite 208-2750 Quadra Street  
 Victoria, B.C. V8T 4E8  
 Phone (250) 388-8919  
 Email: [engineer@southisa.ca](mailto:engineer@southisa.ca)

**FIGURE No. 1 - OFFSITE SIDEWALK PLAN**  
 PENINSULA CONSUMERS SERVICES LTD.  
 MILL BAY GAS BAR  
 MILL BAY BC  
 FEBRUARY 26, 2009

## SIDEWALK AND LANDSCAPING MAINTENANCE AGREEMENT

THIS AGREEMENT dated for reference this 15<sup>th</sup> day of January, 2009,

BETWEEN:

### PENINSULA CONSUMER SERVICES CO-OPERATIVE

1 – 21232 Keating X Road  
Victoria, British Columbia V8M 2A6

(the "Owner")

AND:

### COWICHAN VALLEY REGIONAL DISTRICT

175 Ingram Street  
Duncan, British Columbia V9L 1N8

(the "CVRD")

### WITNESSES WHEREAS:

- A. The Owner is the registered owner of lands and premises in the Nanaimo/ Cowichan Assessment Area of the Province of British Columbia at the north-east corner of Deloume Road and the Trans Canada Highway legally described as Parcel Identifier 027-594-599, Lot A, Section 2, Range 9, Shawnigan District, Plan VIP85506 (the "Lands");
- B. The CVRD has issued a development permit to the Owner to develop the Lands;
- C. The Owner has voluntarily agreed to assume responsibility for the maintenance of the sidewalk and landscaping in the road right of way of the Provincial public highway known as Deloume Road adjoining the southerly boundary of the Lands, in the area shown on the plan attached to this agreement as Schedule "A" (the "License Area");
- D. The CVRD intends to enter into a License Agreement with Her Majesty the Queen in Right of British Columbia as represented by the Minister of Transportation and Infrastructure (the "Province"), generally in the terms attached as Schedule "B" (the "License Agreement"), for the purpose of authorizing construction and maintenance of the improvements within the License Area (the "Improvements") as shown in Schedule A attached hereto;
- E. The Owner has agreed to maintain the Improvements in the License Area on the terms set out in this Agreement.

**NOW THEREFORE** in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The Owner agrees to construct and maintain the Improvements in accordance with the terms of the License Agreement respecting the construction and maintenance of the Improvements.
2. The Owner agrees to maintain the License Area for the Term of this Agreement in good and sufficient repair including:
  - a) prompt removal of all rubbish and construction material placed thereon so that the License Area is in a neat and clean condition, and
  - b) maintenance of all landscaping within the License Area in accordance with the CVRD's standard policies and practices; and
  - c) prompt removal of ice and snow so that the License Area is safe for vehicles, pedestrians and other persons,all to the satisfaction of the CVRD.
3. Without limiting the foregoing, the Owner shall maintain the landscaping within the License Area in accordance with the following requirements:
  - a) all plantings shall be watered as necessary to ensure their continued good health;
  - b) grass areas shall be mowed regularly during the growing season so that the grass does not exceed four inches in height;
  - c) weeds and invasive plants shall be removed regularly by hand;
  - d) trees and shrubs shall be pruned regularly in accordance with good horticultural practice;
  - e) trees, shrubs and other plant material that are dead or diseased shall be replaced; and
  - f) damage resulting from vandalism or accidental cause shall be repaired promptly.
4. Should the Owner fail to satisfy any of its obligations under this Agreement, the CVRD may, upon twenty-four (24) hours notice to the Owner, do any work necessary to fulfill the obligations as determined in the sole discretion of the CVRD.
5. The Owner further covenants and agrees that upon the execution of the License Agreement by the CVRD and the Province, all of the terms and conditions of the License Agreement shall be deemed to be incorporated into and form part of this Agreement with the intention that the Owner shall be legally obliged to the CVRD to perform all of the obligations of the CVRD under the License Agreement and that the CVRD shall have as against the Owner all of the rights of the Province under the License Agreement.

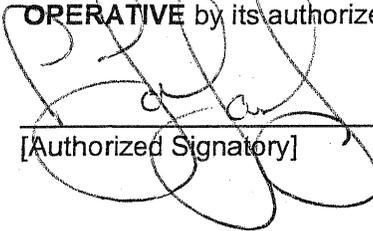
6. Without limiting the generality of section 5 of this Agreement, the Owner shall during the Term of this Agreement:
  - a) pay to the CVRD in advance of the due date any fee payable under the terms of the License Agreement;
  - b) pay to the CVRD in advance of the due date any Realty Taxes payable under the License Agreement;
  - c) maintain at its expense the insurance required under section 6.6 of the License Agreement and deliver to the CVRD the evidence of insurance required pursuant to section 6.7 of the License Agreement .
7. The Owner agrees not to sell or transfer the Lands to any other party without first requiring that party enter into an agreement with the CVRD with substantially the same terms as this Agreement.
8. Upon the expiration of this Agreement, or in the event of the termination of this Agreement, and if requested by the CVRD, the Owner shall remove the Improvements from the License Area and, at its own expense, shall restore the License Area.
9. The Owner hereby agrees to release, indemnify and save harmless the CVRD, and its elected officials, officers, and employees from any and all costs, expenses, claims, damages, actions or causes of action, or any liability including to the Province or to third parties whatsoever arising out of:
  - a) the Improvements encroaching upon, under or over the Highway and License Area,
  - b) the Owner's installation or construction of the Improvements upon, under or over the License Area,
  - c) the Owner's maintenance or lack of maintenance of the License Area and of anything upon, under or over the License Area, including failure to remove rubbish, snow, ice and other material as required under the License Agreement,
  - d) the Owner's failure to observe and perform any of the requirements of the License Agreement, as incorporated into this Agreement,
  - e) any costs or expense or liability for which the CVRD is or becomes liable under the License Agreement, and
  - f) the Owner's occupation or use of the Highway and License Area or the ground below or the air above for the purpose of the Improvements,
  - g) any of the other matters referred to in section 4.1(j) of the License Agreement that are not referred to herein,

and without limiting the generality of the foregoing, the Owner agrees to release, indemnify and save harmless the CVRD and its elected officials, officers, and employees from all injuries, including death, to any person including members of the general public sustained while present on the License Area.

10. The Owner further agrees that upon execution of this Agreement and prior to the issuance of a building permit for any construction on the Lands, the Owner shall deposit with the CVRD the sum of \$5,000.00 as security for the performance of the Owner's obligation under this Agreement. In the event of any default on the part of the Owner, the CVRD may utilize such security to perform all or part of the Owner's obligations, without prejudice to any other remedy that may be available to the CVRD, and in that event the Owner shall within 30 days of notice from the CVRD deliver further security in the amount drawn down. The CVRD shall return the unused balance of the deposit, if any, to the Owner, without interest, upon the expiration or termination of this Agreement.
11. The CVRD, by waiving or neglecting to enforce the right to forfeiture of this Agreement or the right of re-entry upon breach of this Agreement, does not waive the CVRD's rights upon any subsequent breach of the same or any other provision of this Agreement.
12. Any dispute as to the interpretation or application of this Agreement shall be settled by arbitration under the provisions of the *Commercial Arbitration Act*.
13. It is a condition prudent to the obligations of the parties under this Agreement (except for the Owner's obligation to pay the deposit under section 10 of this Agreement) that on or before **January 1, 2010**
  - a) the CVRD shall have adopted a bylaw establishing a service for the purposes of fulfilling its obligations and enforcing its rights under this Agreement and the License Agreement, and
  - b) the CVRD and the Province shall have executed the License Agreement.
14. The obligations of the Owner under this Agreement shall expire upon the earlier of:
  - a) another registered owner of the Lands entering into an agreement with the CVRD in substantially the same terms as this Agreement,
  - b) the CVRD ceasing to have legal responsibility for the Improvements, and
  - c) the expiry or termination of the License Agreement, provided that if the CVRD provides written notice to the Owner that the License Agreement has been renewed or replaced by another License Agreement in substantially the same terms, this Agreement shall continue in force for the term of the renewal or replacement License Agreement.

15. This Agreement shall enure to the benefit of and is binding upon the parties and their respective heirs, executors, administrators, successors and assigns.

**PENINSULA CONSUMER SERVICES CO- )  
OPERATIVE** by its authorized signatory: )

  
\_\_\_\_\_ )  
[Authorized Signatory] )

\_\_\_\_\_ )  
[Authorized Signatory] )

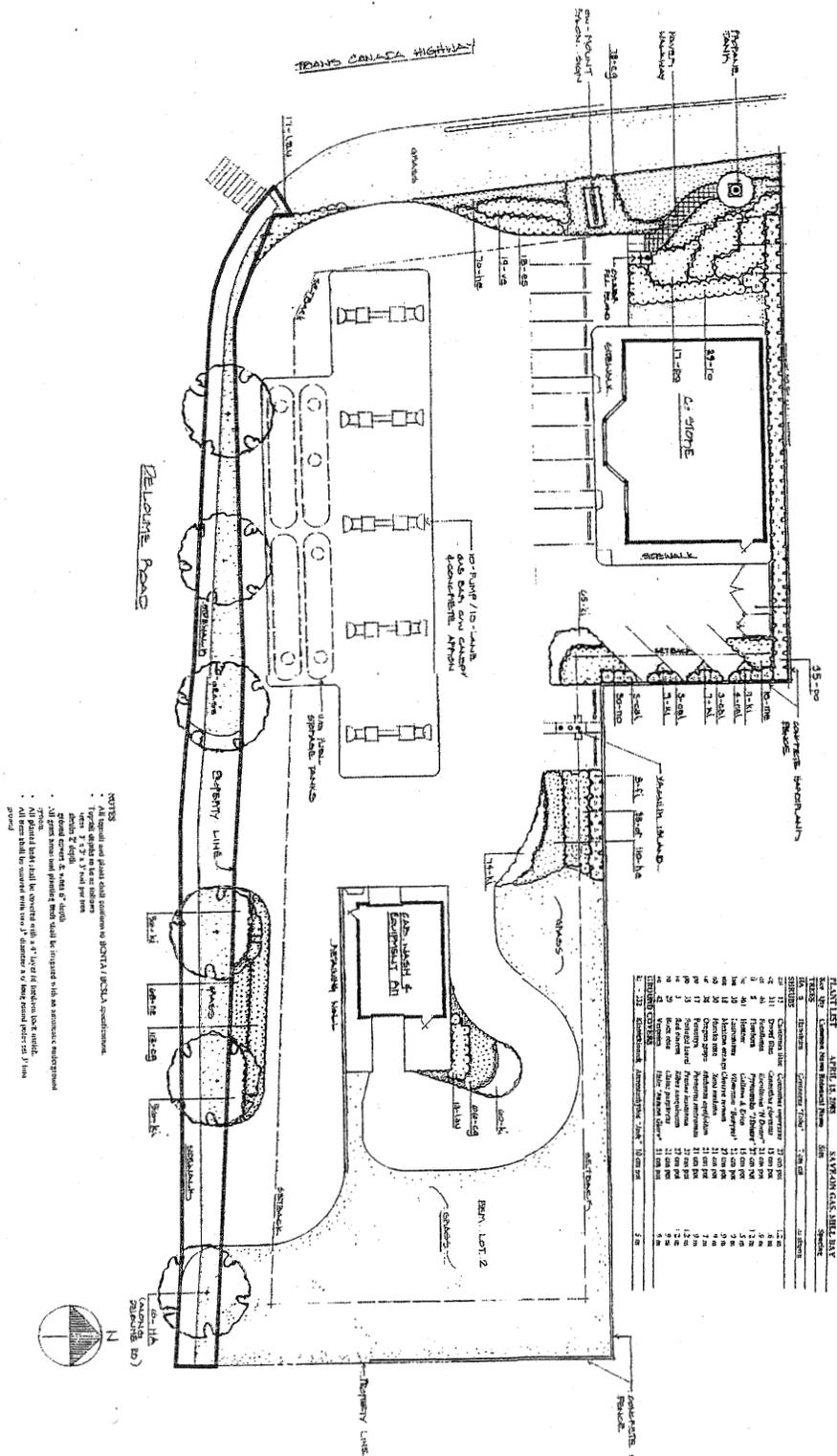
**COWICHAN VALLEY REGIONAL DISTRICT )  
by its authorized signatories:** )

\_\_\_\_\_ )  
[Authorized Signatory] )

\_\_\_\_\_ )  
[Authorized Signatory] )

SCHEDULE "A"

Plan  
"License Area"



PLANT LIST    APRIL 15, 1988    SAGEWIND GAS FIELD, HWY

NO.	DESCRIPTION	QUANTITY	UNIT	REMARKS
1	CONCRETE	12,000	CU YD	
2	GRAVEL	12,000	CU YD	
3	ASPHALT	12,000	CU YD	
4	STEEL	12,000	LB	
5	WOOD	12,000	CU YD	
6	BRICK	12,000	CU YD	
7	CEMENT	12,000	CU YD	
8	ROCK	12,000	CU YD	
9	PIPE	12,000	LB	
10	VALVE	12,000	EA	
11	CONCRETE	12,000	CU YD	
12	GRAVEL	12,000	CU YD	
13	ASPHALT	12,000	CU YD	
14	STEEL	12,000	LB	
15	WOOD	12,000	CU YD	
16	BRICK	12,000	CU YD	
17	CEMENT	12,000	CU YD	
18	ROCK	12,000	CU YD	
19	PIPE	12,000	LB	
20	VALVE	12,000	EA	
21	CONCRETE	12,000	CU YD	
22	GRAVEL	12,000	CU YD	
23	ASPHALT	12,000	CU YD	
24	STEEL	12,000	LB	
25	WOOD	12,000	CU YD	
26	BRICK	12,000	CU YD	
27	CEMENT	12,000	CU YD	
28	ROCK	12,000	CU YD	
29	PIPE	12,000	LB	
30	VALVE	12,000	EA	
31	CONCRETE	12,000	CU YD	
32	GRAVEL	12,000	CU YD	
33	ASPHALT	12,000	CU YD	
34	STEEL	12,000	LB	
35	WOOD	12,000	CU YD	
36	BRICK	12,000	CU YD	
37	CEMENT	12,000	CU YD	
38	ROCK	12,000	CU YD	
39	PIPE	12,000	LB	
40	VALVE	12,000	EA	
41	CONCRETE	12,000	CU YD	
42	GRAVEL	12,000	CU YD	
43	ASPHALT	12,000	CU YD	
44	STEEL	12,000	LB	
45	WOOD	12,000	CU YD	
46	BRICK	12,000	CU YD	
47	CEMENT	12,000	CU YD	
48	ROCK	12,000	CU YD	
49	PIPE	12,000	LB	
50	VALVE	12,000	EA	

- NOTES
- All special and general conditions to BENTON (BENTON) specifications.
  - 1. All work shall be in accordance with the specifications.
  - 2. All work shall be in accordance with the specifications.
  - 3. All work shall be in accordance with the specifications.
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  - 49. All work shall be in accordance with the specifications.
  - 50. All work shall be in accordance with the specifications.

**SCHEDULE "B"**  
**License Agreement**



MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE

**LICENCE OF OCCUPATION OF PROVINCIAL PUBLIC  
HIGHWAY**

File No.: [Insert File Number] **THIS NOTE MUST BE DELETED!**

THIS AGREEMENT is made under section 62 of the *Transportation Act* and is dated for reference February 1, 2009.

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, as represented by the Minister of Transportation and Infrastructure

(the "Province")

AND

**COWICHAN VALLEY REGIONAL DISTRICT**  
(the "Licensee")

WHEREAS:

- A. The Land is a provincial public highway (as defined in the *Transportation Act*) and, in accordance with section 58 of the *Transportation Act*, the BCTFA holds all of the Province's right to and title in the soil and freehold of the Land.
- B. The Province may, pursuant to subsections 58(3) and 62(1) of the *Transportation Act* authorize any person to use or occupy a provincial public highway.
- C. The Licensee wishes to use and occupy the Land and the Province has agreed to permit it to do so in accordance with the terms and conditions of this Agreement.

For valuable consideration, the parties agree as follows:

**ARTICLE 1 - DEFINITIONS**

1.1. In this Agreement,

"Agreement" means this licence of occupation;

"BCTFA" means BC Transportation Financing Authority, a corporation continued under the *Transportation Act*;

"Commencement Date" means February 1, 2009;

"Fee" means the fee set out in Article 3;

"Improvements" includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land;

"Land" means the land shown outlined by bold line in Schedule A;

"Realty Taxes" means all taxes, rates, levies, duties, charges and assessments lawfully levied or charged, at any time, by any competent governmental authority which relate to the Land, the Improvements or both of them;

"Security" means the security referred to in section 6.1, as replaced or supplemented in accordance with sections 6.3 and 6.5;

"Term" means the period of time set out in section 2.2;

"we", "us" or "our" refers to the Province alone and never refers to the combination of the Province and the Licensee: that combination is referred to as "the parties"; and

"you" or "your" refers to the Licensee.

#### ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement, we grant you a licence of occupation over the Land for the purposes of constructing and maintaining sidewalk and landscaping improvements on the right of way and you acknowledge that this Agreement does not grant you the exclusive use and occupancy of the Land.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on February 1, 2014 or such earlier date provided for in this Agreement.

#### ARTICLE 3 - FEE

- 3.1 You will pay to us \$ \_\_\_\_\_, payable in advance on the Commencement Date and each anniversary of the Commencement Date together with the goods and services tax imposed under the *Excise Tax Act* (Canada) which is payable on that amount.
- 3.2 You acknowledge that we may, on notice to you and in our sole discretion, change the Fee payable by you under this Agreement.

#### ARTICLE 4 - COVENANTS

- 4.1 You must
- (a) pay, when due,
    - (i) the Fee to us at the address set out in Article 10,
    - (ii) the Realty Taxes, and
    - (iii) all charges for electricity, gas, water and other utilities supplied to the Land;

- (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
- (c) observe, abide by and comply with
  - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Land and the Improvements, or their use and occupation, and
  - (ii) the provisions of this Agreement;
- (d) keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, make the Land and the improvements safe, clean and sanitary;
- (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance or annoyance to an owner or occupier of land in the vicinity of the Land;
- (f) use and occupy the Land only in accordance with and for the purposes set out in section 2.1;
- (g) not construct, place or affix any Improvement on or to the Land except as necessary for the purposes set out in section 2.1 and, without limitation, not place any directional sign on the Land without first obtaining our approval to the design, wording and specifications of the sign;
- (h) cut or remove timber on or from the Land
  - (i) only to address an unsafe condition or for the purposes set out in section 2.1, and
  - (ii) in accordance with an agreement issued to you under the *Forest Act* to permit the harvest of Crown timber on the Land unless the minister responsible for the *Forest Act* permits the harvest of timber on the Land without the issuance of an agreement under the *Forest Act*;
- (i) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements;
- (j) indemnify and save us and our servants, employees and agents (including the BCTFA and its officers, directors, employees, servants and agents) harmless against all claims, demands, actions, causes of action, losses, damages, fines, penalties, costs, expenses and liabilities, including fees of solicitors and other professional advisors, arising out of or in connection with
  - (i) your breach, violation or nonperformance of a provision of this Agreement,
  - (ii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land, and
  - (iii) without limiting paragraph (ii), any environmental liability on or off the Land related to your entry upon, use or occupation of the Land, including, without limitation, any contamination or any liability related to any toxic, hazardous, dangerous or potentially dangerous substances migrating from the Land,

and the amount of all such losses, damages, fines, penalties, costs, expenses and liabilities will be

payable to us immediately upon demand;

- (k) release us and our servants, employees and agents (including the BCTFA and its officers, directors, employees, servants and agents) from and against all claims, demands, actions, causes of action, losses, damages, fines, penalties, costs, expenses and liabilities arising out of or in connection with any environmental liability on or off the Land related to your entry upon, use or occupation of the Land, including, without limitation, any contamination or any liability related to any toxic, hazardous, dangerous or potentially dangerous substances migrating from the Land; and
- (l) on the termination of this Agreement,
  - (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii) and (iii), the improvements in a safe, clean and sanitary condition (including, without limitation, free of any environmental contamination related to your entry upon, use or occupation of the Land),
  - (ii) within 60 days, remove from the Land any improvement you want to remove, if the improvement was placed on or made to the Land by you or for you, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building or part of the Land,
  - (iii) remove from the Land any improvement that was placed on or made to the Land by or for you, and that we, in writing, direct or permit you to remove; and
  - (iv) restore the surface of the Land as nearly as may reasonably be possible to the same condition as it was on the Commencement Date, to our satisfaction, but if you are not permitted or directed to remove an improvement under paragraph (ii) or (iii), this paragraph will not apply to that part of the surface of the Land on which that improvement is located,

and all of your right, interest and estate in the Land will be absolutely forfeited to us, and to the extent necessary, this covenant will survive the termination of this Agreement.

4.2 You will not permit any person to do anything you are restricted from doing under this Article.

#### ARTICLE 5 - LIMITATIONS

5.1 You agree with us that

- (a) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads;
- (b) we may, without your consent, authorize other persons, including a Crown agency or ministry, to use and occupy the Land under section 62 of the *Transportation Act*;
- (c) you will make no claim for compensation, in damages or otherwise, in respect of an authorization granted by us under subsection (b),
- (d) all of your costs and expenses, direct or indirect, that arise out of any interference with your rights under this Agreement as a result of an authorization granted by us under subsection (b) will be borne solely by you;
- (e) you release and discharge us from all claims for loss or damage arising directly or indirectly out of

payable to us immediately upon demand;

- (k) release us and our servants, employees and agents (including the BCTFA and its officers, directors, employees, servants and agents) from and against all claims, demands, actions, causes of action, losses, damages, fines, penalties, costs, expenses and liabilities arising out of or in connection with any environmental liability on or off the Land related to your entry upon, use or occupation of the Land, including, without limitation, any contamination or any liability related to any toxic, hazardous, dangerous or potentially dangerous substances migrating from the Land; and
- (l) on the termination of this Agreement,
  - (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii) and (iii), the improvements in a safe, clean and sanitary condition (including, without limitation, free of any environmental contamination related to your entry upon, use or occupation of the Land),
  - (ii) within 60 days, remove from the Land any improvement you want to remove, if the improvement was placed on or made to the Land by you or for you, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building or part of the Land,
  - (iii) remove from the Land any improvement that was placed on or made to the Land by or for you, and that we, in writing, direct or permit you to remove; and
  - (iv) restore the surface of the Land as nearly as may reasonably be possible to the same condition as it was on the Commencement Date, to our satisfaction, but if you are not permitted or directed to remove an improvement under paragraph (ii) or (iii), this paragraph will not apply to that part of the surface of the Land on which that improvement is located,

and all of your right, interest and estate in the Land will be absolutely forfeited to us, and to the extent necessary, this covenant will survive the termination of this Agreement.

4.2 You will not permit any person to do anything you are restricted from doing under this Article.

#### ARTICLE 5 - LIMITATIONS

5.1 You agree with us that

- (a) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads;
- (b) we may, without your consent, authorize other persons, including a Crown agency or ministry, to use and occupy the Land under section 62 of the *Transportation Act*;
- (c) you will make no claim for compensation, in damages or otherwise, in respect of an authorization granted by us under subsection (b);
- (d) all of your costs and expenses, direct or indirect, that arise out of any interference with your rights under this Agreement as a result of an authorization granted by us under subsection (b) will be borne solely by you;
- (e) you release and discharge us from all claims for loss or damage arising directly or indirectly out of

any interference with your rights under this Agreement as a result of an authorization granted by us under subsection (b);

- (f) you release and discharge us from all claims for loss or damage arising directly or indirectly out of any interference with your rights under this Agreement as a result of a disposition made by us under subsection (b);
- (g) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (h) any interest you may have in the Improvements ceases to exist and becomes our property upon termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(i)(ii) or (iii) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 4.1(i)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(i)(iii); and
- (i) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly tenant only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

#### ARTICLE 6 - SECURITY AND INSURANCE

- 6.1 On the Commencement Date, you will deliver to us security in the amount of \$~~Insert amount of security and, if no security is required, insert "0.00". THIS NOTE MUST BE DELETED.~~ which will
- (a) guarantee the performance of your obligations under this Agreement;
  - (b) be in the form required by us; and
  - (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.
- 6.2 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you over other land of ours.
- 6.3 We may use the Security for the payment of any costs and expenses incurred by us to perform any of your obligations under this Agreement that are not performed by you and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.
- 6.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 6.1, less all amounts drawn down by us under section 6.3.
- 6.5 You acknowledge that we may, from time to time, notify you to
- (a) change the form or amount of the Security; and
  - (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;

and you will, within 30 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.

6.6 You must, without limiting your obligations or liabilities under this Agreement, at your expense, maintain during the Term

(a) Comprehensive (Commercial) General Liability Insurance including non-owned automobile and contractual liability insurance with inclusive limits of not less than \$2,000,000 for bodily injury, death or property damage arising from any one accident or occurrence which insurance policy will indemnify the named insureds under the policy for all sums which the insured may become liable to pay or pays for bodily injury, death or property damage or for loss of use, arising out of or resulting from the work or operations of the parties under this Agreement which must be endorsed as follows:

"It is understood and agreed that Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure (the "Province"), together with the employees, agents (including the BC Transportation Financing Authority and its officers, directors, employees, servants and agents), and servants of the Province (the "Additional Named Insureds"), are each added as an Additional Named Insured, in respect of liability arising from the work or operations of the insured and each Additional Named Insured, in connection with contracts entered into between the insured and the Additional Named Insured.

The insurance as is afforded by this policy will apply in the same manner and to the same extent as though a separate policy had been issued to each insured. Any breach of a condition of the policy by any insured will not affect the protection given by this policy to any other insured. The inclusion herein of more than one insured will not operate to increase the limit of liability under this policy."

(b) if vessels are owned, leased or rented or used in the performance of this Agreement by you and are not covered under the general liability policy, you will provide Protection and Indemnity insurance with limits of not less than \$5,000,000 for such vessels and will include four-fourths collision liability insurance.

(c) if any licensed vehicles are owned, leased, rented or used by you in the performance of this Agreement, Automobile Liability Coverage with inclusive limits of not less than \$2,000,000 providing third party liability and accident benefits insurance for all such vehicles, and

(d) if aircraft (including helicopters) are owned, rented, leased or used by you in the performance of this Agreement, third party liability coverage with inclusive limits of not less than \$5,000,000;

which, in the case of the policies of insurance described in subsections (a), (b) and (d), must include endorsements or provisions that they may not be cancelled, reduced, altered or materially changed without the insurer or insurers giving not less than 30 days' prior written notice to us by registered mail, which endorsements must be in terms comparable to those normally obtainable from insurers in the Province of British Columbia issuing comparable policies.

6.7 You must, under the insurance required to be maintained by you under this Agreement,

(a) pay all deductibles;

(b) not exclude hazardous operations such as excavation, pile driving, shoring, blasting, under-pinning

or demolition work or any other operation or work from insurance coverage:

- (c) deliver to us, on the Commencement Date, on the renewal of the insurance and at other times required by us,
  - (i) for all policies except Automobile Liability Insurance, a completed and executed certificate of insurance in a form acceptable to us (as of the Commencement Date, such form is entitled "Certificate of Insurance" and is numbered H-111), and
  - (ii) evidence of Automobile Liability Insurance in the form of a duly executed Insurance Corporation of British Columbia APV47 or APV250 form or a copy of the vehicle registration/insurance certificate;
- (d) on our request, deliver to us evidence that the insurance remains in force and effect by way of the originals or certified copies of all current insurance policies and endorsements.

6.8 You acknowledge and agree that, in the event of any third party loss or damage or any physical loss or damage to the Land (and your associated apparatus, improvements or fixtures), the settlement or payment by the insurer of the subsequent claim will be made without the right of subrogation against us or the BCTFA or those for whom we and the BCTFA are legally obligated to indemnify against such claims.

#### ARTICLE 7 - ASSIGNMENT

- 7.1 You must not sublicense, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold in our sole discretion.
- 7.2 For the purpose of section 7.1, if you are a corporation, a change in control (as that term is defined in subsection 2(3) of the *Business Corporations Act*) will be deemed to be a transfer of this Agreement.
- 7.3 Section 7.2 does not apply to a corporation if the shares of the corporation which carry votes for the election of the directors of the corporation trade on a stock exchange located in Canada.
- 7.4 Prior to considering a request for consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you provide to us a "site profile", "preliminary site investigation" or "detailed site investigation" (as those terms are defined in the *Environmental Management Act*) for the Land and or other similar type of investigation of the Land.
- 7.5 Nothing in this Agreement shall prevent you from entering into an agreement with a third party for the construction and maintenance of the Improvements.
- 7.6 The appointment of third parties by you to construct and maintain the Improvements will not relieve you of your responsibility to perform and comply with all terms of this Agreement, or for the quality of work, materials and services provided by it.
- 7.7 You will at all times be held fully responsible to us for the acts and omissions of third parties and persons employed by them and no contract entered into by you will impose any obligation or liability upon the Province to any such third party or any of its employees.
- 7.8 You will cause every contracted third party to be bound by the terms of this Agreement so far as they apply to the services to be performed by each of them.
- 7.9 Nothing in this Agreement will create any contractual relationship between us and a contracted third party.

ARTICLE 8 - CANCELLATION

- 8.1 You agree with us that
- (a) if you
    - (i) default in the payment of any money payable by you under this Agreement, or
    - (ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),and your default or failure continues for 60 days after we give written notice of the default or failure to you;
  - (b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;
  - (c) if you
    - (i) become insolvent or make an assignment for the general benefit of your creditors,
    - (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or
    - (iii) voluntarily enter into an arrangement with your creditors;
  - (d) if you are a corporation,
    - (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
    - (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;
  - (e) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent; or
  - (f) if this Agreement is taken in execution or attachment by any person;

this Agreement will, at our option and with or without entry, terminate, and all of your right, interest and estate in the Land will be absolutely forfeited to us.

- 8.2 If the condition complained of in section 8.1 (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have complied with the remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.
- 8.3 You agree with us that we may, on 60 days' written notice to you, terminate this Agreement if we or the BCTFA require the Land for any purpose.
- 8.4 You agree with us that you will make no claim for compensation, in damages or otherwise, upon the lawful

termination of this Agreement under section 8.1 or 8.3 or under subsection 62(5) of the *Transportation Act*.

**ARTICLE 9 - DISPUTE RESOLUTION**

- 9.1 If any dispute arises under this Agreement, the parties will attempt to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.
- 9.2 Subject to section 9.5, if a dispute under this Agreement cannot be resolved under section 9.1, the dispute will be resolved by arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.
- 9.3 The cost of the arbitration referred to in section 9.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.
- 9.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in Victoria, British Columbia, and if we or our authorized representative have no office in Victoria, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Victoria, British Columbia.
- 9.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 9.2.

**ARTICLE 10 - NOTICE**

- 10.1 Any notice required or permitted to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:

to us

\_\_\_\_\_  
\_\_\_\_\_, British Columbia

V \_\_\_\_\_  
Attention: \_\_\_\_\_  
Facsimile: ( ) \_\_\_\_\_

to you

\_\_\_\_\_  
\_\_\_\_\_, British Columbia

V \_\_\_\_\_  
Attention: \_\_\_\_\_  
Facsimile: ( ) \_\_\_\_\_

or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.

- 10.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent

facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 10.1.

- 10.3 The delivery of all money payable to us under this Agreement will be effected by hand, courier or prepaid regular mail to our address specified in or otherwise established under section 10.1, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

#### ARTICLE 11 - MISCELLANEOUS

- 11.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 11.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 11.3 The grant of a sublicense, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublicense, assignment or transfer of this Agreement.
- 11.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 11.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as
- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and
  - (b) you diligently attempt to remove the delay.
- 11.6 You agree with us that
- (a) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement;
  - (b) nothing in this Agreement constitutes you as an agent, joint venturer or partner of ours or the BCTFA or gives you any authority or power to bind us or the BCTFA in any way; and
  - (c) any information regarding this Agreement or you may be disclosed or required to be disclosed under the *Freedom of Information and Protection of Privacy Act*, governmental policy or otherwise.

- 11.7 There are no warranties, representations, collateral agreements or conditions affecting this Agreement except as set out in this Agreement.

#### ARTICLE 12 - INTERPRETATION

- 12.1 In this Agreement, "person" includes a corporation, firm or association and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 12.2 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.
- 12.3 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 12.4 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
- 12.5 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.
- 12.6 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 12.7 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 12.8 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 12.9 All provisions of this Agreement in our favour and all of our rights and remedies, either at law or in equity, will survive the termination of this Agreement.
- 12.10 Time is of the essence of this Agreement.
- 12.11 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we, as the case may be, have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.

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File No.: [Insert File Number. ~~THIS NOTE MUST BE DELETED.~~]

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The parties have executed this Agreement as of the date of reference of this Agreement.

**SIGNED** on behalf of **HER MAJESTY THE  
QUEEN IN RIGHT OF THE PROVINCE  
OF BRITISH COLUMBIA** by the Minister of  
Transportation and Infrastructure  
or the minister's authorized representative

\_\_\_\_\_  
Minister of Transportation and Infrastructure  
or the minister's authorized representative

SIGNED by [TYPE NAME OF INDIVIDUAL HERE. ~~THIS NOTE MUST BE DELETED.~~]

\_\_\_\_\_  
**SIGNED** on behalf of **COWICHAN VALLEY REGIONAL DISTRICT**  
by its authorized signatories

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

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File No.: ~~Insert Title Number. THIS NOTE MUST BE DELETED.~~

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**SCHEDULE A**

"Land" means the shown outlined by bold line on the following plan:

~~Insert a plan showing the Land outlined in bold line. THIS NOTE MUST BE DELETED.~~

DRAFT

AP1

Area "F" Advisory Planning Commission Meeting  
May 13th, 2009  
Cowichan Lake Curling Lounge  
7:00PM

Present: Dave Anderson, Peter Devana, Dave Lowther, Phil Archbold, Joe Allan  
Also present- Kabel Atwall for 3L Developments

After discussion with the applicant the following motion was brought forward...

Motion:

Moved- Dave Anderson  
Second- Peter Devana

That Area "F" APC endorse application 2-E-08RS (44 lot project) as presented.

Passed

000116

AP2



## MINUTES OF ELECTORAL AREA I (Youbou/Meade Creek) AREA PLANNING COMMISSION MEETING

**DATE:** April 7, 2009

**TIME:** 7:00pm

**MINUTES** of the Electoral Area I Planning Commission meeting held on the above noted date and time at the Youbou Upper Community Hall, Youbou, BC. Called to order by Chairperson Kim Windecker at 7:00pm.

**PRESENT:**

Chairperson: Kim Windecker

Vice-Chairperson: George deLure

Members: Jeff Abbott, Shawn Carlow, Erica Griffith, Gerald Thom, Pat Weaver

**ALSO PRESENT:**

Director: Klaus Kuhn

Alternate Director:

Recording Secretary: Tara Daly

**ABSENT:**

**GUESTS:** Amber, Erin, and Jen from Community Mapping Project

**AGENDA:**

*It was moved and seconded to adopt the Agenda as circulated.*

**CARRIED**

**MINUTES:**

*It was moved and seconded that the minutes of March 5, 2009 be adopted as circulated.*

**CARRIED**

**PRESENTATION:**

- \* Amber, Erin, and Jen from 'Green Map' explained they are visiting different venues and groups gathering information on ecological features (large and small), wildlife habitat, threatened ecosystems, important land uses, and special places
- \* Cowichan Land Trust is a non-profit environmental society that has been around for fourteen (14) years currently at 55 Station Street in Duncan
- \* funding is receive from the Federal Government, Provincial Government, Vancouver Foundation, and private donations and is currently funding the Eco-action program doing the 'Green Map'
- \* as part of the Community Mapping Project, the APC was invited to identify places in Area I (Youbou/Meade Creek) giving a local prospectus on the ecological values in the local area
- \* other areas currently being worked on through the Eco-action program are eel grass restoration in the Cowichan estuary, migratory water fowl habitat, streamkeeper stewardship

000117

- \* it is also important to promote education through outreach and recruit volunteers as many programs are enhanced by volunteers
- \* Canada Land Trust is also involved managing land into the future; The Land Conservancy being involved with covenants ensures greater control on restrictions and guarantees covenants stay with the property through owners
- \* it was noted that ecological gifts are a tax advantage

**DIRECTOR'S REPORT:**

- \* MoTH has been contacted to put up signage warning of elk throughout Youbou and Meade Creek area; they have also been asked to install more speed limit (50kmh) through town
- \* **Youbou Lands** ~ a public meeting will be held on Saturday, April 20<sup>th</sup> to introduce the Phased Development Agreement (PDA); a public hearing will be held on May 14<sup>th</sup>

**BUSINESS:**

- \* **Housekeeping amendments for Zoning By-law ~ Recommendation #1 Conversion of Former Dwellings** under the Chief Building Inspector: '*converted to an accessory building under a building permit*' should replace current wording, and further that this occur '*concurrent with the issuance of an occupancy permit*'; **Recommendation #2** agree with wording as presented by staff; **Recommendation #3** concerns with public road access, need clarification of last paragraph; **Recommendation #4** defer to next meeting
- \* **Mike Tippett** to be invited to next meeting for discussion and clarification on changes to Zoning By-law

**ANNOUNCEMENTS:**

- next regular meeting is May 5, 2009 at 7:00pm in the Upper Community Hall in Youbou

**ADJOURNMENT:**

*The meeting was adjourned at 9:10pm*

/s/ Tara Daly  
Secretary

AP3

## Advisory Planning Commission Minutes Area D – Cowichan Bay

**Date:** February 16, 2009  
**Time:** 7:00 PM

Minutes of the Electoral Area D Advisory Planning Commission held on the above noted date and time at the Hillary's Cheese Shop, Cowichan Bay.

### PRESENT

**Chair** Brian Hosking  
**Vice-Chair**  
**Secretary** Dan Butler  
**Members** Al Jones  
Calvin Slade  
David Slang  
Lillian Talbot

### ALSO PRESENT

**CVRD Rep** Rob Conway  
Rachelle Moreau

**Absent** Jenny Searle  
Gord Rutherford  
Cal Bellerive  
Kevin Maher  
Hillary Abbott

### Guests

**Director** Lori Iannidinardo

### ORDER OF BUSINESS

1. **Zoning Bylaw OSP Amendments Application – 3-D-08RS – To permit a mixed commercial and light industrial business park (continued from Feb 16 meeting).**

#### Presentation By the Applicant's Representative

- Plan to develop site in phases based on demand from tenants – the plans provided only show one potential scenario and is likely optimistic with respect to site coverage as they will be limited by things like water retention requirements.
- Are removing the following industrial uses from their application:
  - Building Supplies....
  - Lumber yard, storage yards, auction house...
  - Petroleum sales and ancillary storage of petroleum products.
  - Plywood manufacturing, lath production ....
- Need the flexibility to attract a range of tenants to the project.
- Are proposing some residential above the commercial/industrial uses.
- Want to include services to tenants such as food services.
- Their preferred design concept is to have the buildings surround the services.
- Current committed tenants are a cabinet shop and a fitness center and stores.

000119

## **Discussion**

Members were clear that they continued to support the proposal subject to addressing a number of concerns. Issues discussed were:

- Dry cleaning involves toxic solvents that could create an environmental concern.
- Re-cycling operation can create significant rodent problems
- The proposed set backs are not appropriate for adjoining residential and agricultural uses.
- Target tenants are small businesses who present the future for job growth.
- Landscape buffers are needed in the front and residential set-backs.
- A storm water management plan is critical to ensure this development doesn't create problems for the neighbourhood.
- The development should have a green focus.
- Some of the remaining industrial uses need to be defined better to ensure objectionable uses are not inadvertently included.
- A Development Permit Area is already in place for this site so design issues will be picked up in that process.

## **Recommendation**

By unanimous vote, the members recommend that the application be approved subject to the following:

- That setbacks be set at:
  - Front – 7.5 meters
  - Side and back adjoining agricultural and residential (IR) – 9.0 meters
  - Side adjoining commercial – 0.0 meters
- Landscape buffer required in setbacks at property line at front and adjacent to residential (IR).
- CVRD staff to tighten up the industrial uses to exclude uses that will create conflict with adjoining uses. Of particular concern are industrial processing....., secondary processing ...., and recycling and sorting center. Members would be satisfied if these uses were confined to indoor activities.
- Storm water management plan by a Professional Engineer is required with the objective of maximizing the amount of water retained on site.
- Air exhaust systems be required to designed by a Registered Professional Hygienist.

## **NEXT MEETING**

To be determined by the Chair

## **ADJOURNMENT**

The meeting was adjourned at 8:30 PM

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**Dan Butler**  
**Secretary**

AP4

ELECTORAL AREA E APC MEETING MINUTES

Sahtlam Firehall

April 16, 2009

Meeting called to order at 7:10 p.m.

**MINUTES** of the Electoral Area E Advisory Planning Commission held on the above noted date and time at Sahtlam Firehall

**PRESENT:**

**Chairperson:** Jim Marsh                      **Director Area "E":** Loren Duncan

**Members:** David Coulson, Ben Marrs, Frank McCorkell, Dan Ferguson, Darin George, Keith Williams, and Colleen MacGregor

**Guest:** Rob Conway MCIP Manager Planning and Development CVRD

**ABSENT:** David Tattam and John Salmon

It was moved and seconded that the minutes of the March 26, 2009 meeting adopted as read.

**Old Business:** Area Director Loren Duncan updated re the disposition of previous applications.

**ORDER OF BUSINESS:**

**1. APPLICATION File # Applicant:**

**Applicant:** 3L Developments Inc.

**Delegate:** Kabel Atwall

**MOTION:**

It was moved and seconded to delay the application until the plans are revised.

**Motion carried**

Meeting adjourned a 9:45 pm

**Secretary:** Colleen MacGregor

AP5

**ELECTORAL AREA "E" APC MEETING MINUTES**

**SAHTLAM FIRE HALL**

**April 28, 2009**

**Chairperson:** Jim Marsh      **Alternate Director:** Darin George

**Members:** Frank McCorkell, Dave Tattam, Dan Ferguson, Ben Marrs, Keith Williams and David Coulson.

**Guest:** Rob Conway MCIP Manager Planning and Development CVRD

**Absent:** Director Area "E": Loren Duncan, Colleen MacGregor, and John Salmen.

Meeting called to order at 7:10 pm.

**New Business:**

**1. Application File # 2-E-08RS (3L Developments)**

**Applicant:** Kabel Atwell

**MOTION:**

It was moved and seconded that the application be accepted subject to the following conditions:

1. That lot 5 be eliminated for elk habitat and a developed lot (with well, power and septic) be given to the CVRD for Area E Parks revenue and a developed lot (with well, power and septic) be given to the Sahtlam Fire Department for the purchase of equipment making a total of 43 lots for the development,
2. That the developer continue dialog with Cowichan Tribes regarding elk habitat and elk movement corridors,
3. That the rights-of-way between lots 24 and 25 and lots 37 and 38 be reinstated for connectivity and that a (3 meter minimum) right-of-way between lots 33 and 34 be established,
4. That the developer build a pedestrian bridge to connect the right-of-way between lots 28 and 29 and the right-of-way between lots 16 and 17 subject to Riparian Area Regulations (RAR), and
5. That, as recommended in the April 28<sup>th</sup>, 2009 letter from Cowichan Tribes, some reforestation be carried out in the dedicated areas.

**Motion carried**

**Meeting adjourned at 9:05 pm**

**Acting Secretary:** Jim Marsh

PK 1

## MINUTES OF ELECTORAL AREA I (Youbou/Meade Creek) PARKS COMMISSION MEETING

C.V.R.D.  
RECEIVED

**DATE:** January 13, 2009

**TIME:** 7:00pm

MAY 14 2009

**MINUTES** of the Electoral Area I Parks Commission Meeting held on the above noted date and time at Youbou Lanes, Youbou, BC. Called to order by chair at 7:08pm.

### **PRESENT:**

Chairperson: Marcia Stewart

Vice-Chairperson: Sheny Gregory

Members: Dan Nickel, Wayne Palliser, Gerald Thom

### **ALSO PRESENT:**

Director: Klaus Kuhn

Alternate Director:

Secretary: Tara Daly

Guests:

**ABSENT:** Alternate Director Alex Marshall

### **ACCEPTANCE OF AGENDA**

*It was Moved and Seconded to accept the agenda with additions of:  
Trees for Tomorrow and Arbutus Park under New Business*

**MOTION CARRIED**

### **ACCEPTANCE OF MINUTES**

*It was Moved and Seconded that the minutes of December 9, 2008 be accepted with corrections of:  
rephrasing of Land Purchase  
meetings to be held on the second Tuesday not the third Tuesday  
spelling correction of 'twenty-one'*

**MOTION CARRIED**

### **BUSINESS ARISING**

- **Woodland Shores** ~ Logging trucks seen on property are the owners cleaning up around the Boy Scout Camp; vehicles on the beach has been referred to Environmental division
- **Nantree Park** ~ clarification on 'deer fencing': is a square-pane wire fence six or eight feet high
- **Arbutus Park** ~ currently waiting for snow to melt for proper identification of missing dock; Director Kuhn will investigate further with Brian Farquhar
- **Maintenance** ~ M. Stewart noted the contractor is already responsible for picking up garbage during the off-season; the contract includes one day per week from October to March; B. Farquhar was informed so that further payments would not be made

### **CORRESPONDENCE**

- letter of introduction from Ryan Dias, Parks Operations Superintendent; Ryan Lendrum is Parks Planning

### **DIRECTOR'S REPORT**

- going through a structural change at CVRD; John Elzinga is manager of Island Savings Centre and Linda Backlund is manager of Cowichan Lake Recreation; Director Kuhn has concerns about the process of appointing rather than posting these positions and also with perceived centralization of

000123

business; changes to the delivery of facility maintenance is also concerning as the desire is to encourage local employment

- **Maintenance Contract** ~ is probably overwhelming to a small operator but the various clauses must be included to cover all aspects; discussions have happened between Director Morrison (Area F), the Town Council, and Director Kuhn with regards to Cowichan Lake Recreation maintenance overseen by municipal crew rather than contractor; it was noted that Joe Fernandez, Town administrator has been in contact with Ryan Dias about the contract – Director Kuhn will contact R. Dias for an update
- **further discussion** included the Area I Parks Commission asking to be involved with reviewing tenders for the Maintenance Contract and personally contacting local people about applying for the position
- **noted changes and/or clarifications in the Maintenance Contract** ~
  - currently a local person opens and closes the gate and washrooms at Mile 77 Park for a fee of \$150 per month; Little League Park should be included
  - pet waste dispensers need to be installed and stocked in all parks
  - what is a 'Playground Inspectors Certificate'?
  - questioning 'no mark-up on materials' for any extras the contractor purchases
  - non-payment clause reads that a contractor brought in to complete work by the old contractor would receive a higher rate that the old contractor would be required to pay to the new contractor (applies to successful candidate to adhering to the contract)
  - procedure for dismissal isn't clear (page 25)
  - length of contract (page 11): 'on-call' should be changed to 'one day per week'; would second off-season phase be included in contract?
  - Sunset Park isn't mentioned
  - page 15 'wash & clean' should also include playground equipment
  - page 16 remove 'boat' under repair, don't feel it should be maintenance contractor's responsibility
  - page 17 At this time there are persons in place (Robert at Mile 77 Park and Jennifer at 'Youbou Welcomes You' sign) – wondering if this should somehow be reflected in the contract wording
  - EXTEND deadline to February 15, 2009

### **COWICHAN LAKE RECREATION**

- L. Backlund will be working out of the Cowichan Lake Sports Arena but plans on being in the Youbou office of Thursday afternoons from 2:30 to 6:30pm

### **CHAIRPERSON'S REPORT**

- covered under other areas

### **COWICHAN VALLEY REGIONAL DISTRICT**

- **B. Farquhar** reports the missing dock from Arbutus Park has been referred to Planning and By-laws
- **R. Dias and R. Lendrum** have done a check of drains and structure within the parks and everything is okay; the bridge at Mile 77 Park is being checked weekly for stability
- **Woodland Shores** (Wayne Hopkins) is hoping for parks build out by Spring 2009 and wishes to have a follow-up site visit with the Parks Commission to review the proposed drawings before building starts; the participants in the site visit would be B. Farquhar, R. Dias, R. Lendrum, Director Kuhn, and Parks Commission

### **OLD BUSINESS**

- **Font Board** ~ some concerns by constituents with the position, vandalism, and perceived money waste;

000124

size will be 12' X 4' with backlight, aluminium and lexan finish, screened front covering message area, changes will be done manually not electronically; to be placed between existing posts from Creekside sign and will be made convenient for changing messages; Parks Commission asks for a quote that includes everything plus installation and notes that it must stay within the \$10 000 received from the Economic Development Commission; completion date will be the end of April 2009

- **Little League Park** ~ no quotes as of yet, R. Dias wants to consult with an irrigation specialist before proceeding; suggested that a fee of \$300 per team be charged for use of field – S. Gregory (ball team member) noted the team already pays \$300 to play in the league which covers insurance, Centennial Field is free and, if they play on School Field, there is a charge
- **Mile 77 Park** ~ trees are waiting to be planted, snow has to disappear; Tanya Soroka, Parks Planning Director, notes that anyone wishing to donate native trees is welcome to do so; M. Stewart will send out an email to Commission Members when the plantings are being done for anyone who wishes to donate or attend
- **Community Events** ~ M. Stewart spoke with L. Backlund about having activities put on by the Parks Commission included in the Playbook (quarterly advertising by CLR); 'Programs in the Parks' – April 26<sup>th</sup> at 1pm at Marble Bay Park will be a hike with S. Gregory overseeing; May 24<sup>th</sup> at 1pm at Price Park and Swordfern Park will be a plant identification followed by hot chocolate with M. Stewart overseeing; June 14<sup>th</sup> at 11:30am at Mile 77 Park will be a picnic; registration would be the responsibility of Commission Members (S. Gregory and M. Stewart); T. Daly will do an ad with information and email to Commission Members for the next meeting, information must be into L. Backlund by February 20<sup>th</sup>, further discussion included contacting schools, Guides, Brownies, Scouts and posters around the area

#### NEW BUSINESS

- **CAPITAL PROJECTS: Little League Park** ~ outfield levelling and irrigation, **Arbutus Park** ~ irrigation and electrical upgrade (October 2006 quote was \$6 572 for irrigation) ~ QUOTES NEED FOR FEBRUARY 10, 2007 MEETING
- **Info column for Gazette** ~ M. Stewart will write about the proposed Community Events, the AGM, and the Maintenance Contract
- **Ball Game Schedule** ~ games on Tuesday, Thursday, and Friday from May 1<sup>st</sup> to the middle of July plus a tournament
- **Annual General Meeting** on March 29, 2009 at 1pm in the Community Hall; T. Daly will contact Ken Abbott, chairperson of the Youbou Fire Commission
- **Get together** for Area I Commissions and spouses was discussed, Director Kuhn will investigate further
- **Charging fees for outside groups at Arbutus Park** – discussion held in conjunction with proposed fees for locals using the parks; Director Kuhn will look into
- **Trees for Tomorrow** – M. Stewart will put in submission as time frame is short (January 16, 2009)

#### ADJOURNMENT

*It was Moved and Seconded that the meeting be adjourned at 10:05pm.*

**MOTION CARRIED**

#### NEXT MEETING

Next meeting on February 10, 2009 at 7:00pm at Youbou Lanes

/s/ Tara Daly  
Secretary

000125

PK2

# MINUTES OF ELECTORAL AREA I (Youbou/Meade Creek) PARKS COMMISSION MEETING

C.V.R.D.  
RECEIVED

MAY 14 2009

**DATE:** February 10, 2009

**TIME:** 7:00pm

**MINUTES** of the Electoral Area I Parks Commission Meeting held on the above noted date and time at Youbou Lanes, Youbou, BC. Called to order by chair at 7:10pm.

## **PRESENT:**

Chairperson: Marcia Stewart

Vice-Chairperson: Shenay Gregory

Members: Dan Nickel, Wayne Palliser, Gerald Thom

## **ALSO PRESENT:**

Director:

Alternate Director:

Secretary: Tara Daly

Guests:

**ABSENT:** Director Klaus Kuhn, Alternate Director Alex Marshall

## **ACCEPTANCE OF AGENDA**

*It was Moved and Seconded to accept the agenda with additions of:*

*Mile 77 Park ~ planting of trees, under Old Business*

*Park updates, under New Business*

## **MOTION CARRIED**

## **ACCEPTANCE OF MINUTES**

*It was Moved and Seconded that the minutes of January 13, 2009 be accepted*

## **MOTION CARRIED**

## **BUSINESS ARISING**

- **Little League Park** ~ no quote as of yet for the levelling and irrigation for outfield
- **Trees for Tomorrow** ~ M. Stewart looked through the application but there was too much detail needed for the short timeframe; if other grants come forward they may be given to Tanya Soroka (CVRD) to complete

## **CORRESPONDENCE**

- email received from Helen Evans voicing concerns about maintaining status quo at *Spring Beach*; M. Stewart had checked with B. Farquhar (CVRD) to determine who was responsible for the property, after discussion by the Commission clarification is needed as to whether the property is the responsibility of the BC Forest Service (Port Alberni) or is a Provincial Recreation Site, M. Stewart will look into further and report back to H. Evans

## **DIRECTOR'S REPORT**

- None
- short discussion by Commission about the pros and cons of participating through taxes with the pool in Duncan

## **COWICHAN LAKE RECREATION**

- L. Backlund said that she could supply someone to change the information on the Font Board when it is

000126

- installed but the Commission decided they will look after changing the information for the time being
- *Lake Cowichan Spirit of BC* ~ received \$6 800 grant; day-long program at the Cowichan Lake Sports Arena including appearances by the Olympic Mascots; Ski Trip to Mount Washington is also part of the celebrations, as well as, Free Bowling on February 13<sup>th</sup>
- advertisement for activities sponsored by the Parks Commission for inclusion into the PlayBook are needed by Thursday, February 12<sup>th</sup>

### CHAIRPERSON'S REPORT

- April 26<sup>th</sup> ~ hike Little Bald Mountain: W. Palliser will supply propane burner and large canner, G. Thom will supply hot chocolate and marshmallows; M. Stewart will supply cups; hot chocolate to be served in parking lot at the end of the hike
- May 24<sup>th</sup> ~ Kathryn Swan has agreed to do the plant identification with the goal to have pictures of same on the kiosk at Price Park
- June 14<sup>th</sup> ~ W. Palliser and S. Gregory will supply BBQs, G. Thom will seek donations from Country Grocer (Village Market) of wieners, buns, and condiments, M. Stewart will supply juice and container (from Cowichan Lake Recreation); games and prizes were discussed with more discussion at next month's meeting
- information for all events will be in the Spring PlayBook, the same advertisement used as posters around the Cowichan Lake area, and distribution through the schools and youth organizations
- M. Stewart noted she would not be able to attend the April 26<sup>th</sup> event
- M. Stewart also noted she had made a submission to the Lake Cowichan Gazette about the coming activities, the AGM, and just general information on Area I (Youbou/Meade Creek) Parks Commission

### COWICHAN VALLEY REGIONAL DISTRICT

- **Font Board** ~ Ryan Dias reported that the installation will be Friday, February 13<sup>th</sup> or Tuesday, February 17<sup>th</sup>, W. Palliser will volunteer his services; a second set of letters was also ordered along with a pole to assist in changing the information on the board
- **Maintenance Contract** ~ bidding closes on Friday, February 13<sup>th</sup>, twenty-five (25) packages were taken out, nine (9) persons took part in the walkabout, and six (6) are local persons; Director Kuhn will take part in the selection process, as well as, M. Stewart if she is available
- **Arbutus Park** ~ the infamous missing walkway will be visually confirmed as belonging to Area I Parks by the builder and then B. Farquhar (CVRD) will approach the person who is in possession of it to have it returned; the tender process for the irrigation system has not begun because of lack of funds, when it does move forward it will be most likely promoted as a total replacement dollar figure with the hope to utilize existing useable material; *Commission discussed this proposal and felt it would probably be more expensive in the end with labour costs to determine the viability of using existing materials and felt it only necessary to save the valves and the heads and install all new lines*
- **Nantree Park** ~ work is proceeding on the boomsticks (Cliff Gibson of Jornic is doing) with an approximate cost of \$2 000; walkway/ramp repairs at a cost of \$1 500 - \$2 000
- **Questions raised by Commission** ~ 1) Have the ladders on the floats at Nantree Park been replaced as the existing ones are too short? 2) Why weren't the slides at Nantree Park and Arbutus Park not covered over the winter months? 3) Is it possible to see the actual bills for work done on the Area I Parks? 4) At the budget meeting in October 2008 there was a surplus of \$17 000 with no outstanding bills but now there is only \$8 000. Where is the missing \$9 000?
- **Mile 77 Park** ~ a retaining wall will have to be installed on one side of the creek, the Summer Student Crew will do; the Summer Student Crew will only be in Area I for two (2) days
- **Woodland Shores** ~ all the roads have been deactivated, trails will be completed in three (3) months, developers wish to have a site visit by the end of February with the Parks Commission, CVRD staff, and the Boy Scouts to identify park amenities

000127

## **OLD BUSINESS**

- **Annual General Meeting** ~ March 29<sup>th</sup> at 1pm, T. Daly will get information to Ken Abbott, Fire Commission chair, Orest Smycniuk, Firechief, and Jennifer Hughes at CVRD; the Parks Commission will invite the APC, the Fire Commission, the Gatekeeper, and Jennifer Hughes for a Potluck Social
- **Mile 77 Park** ~ trees will be planted March 8<sup>th</sup> at 10am, M. Stewart will bring the trees and bonemeal from Dinter's, G. Thom will donate horse manure, Glen & Gillian (local tree planters) will be asked to attend along with anyone else who wishes to

## **NEW BUSINESS**

- **Marble Bay Park** ~ S. Gregory noted there are two (2) trees across the pathway, W. Palliser offered to clear them away

## **ADJOURNMENT**

*It was Moved and Seconded that the meeting be adjourned at 8:50pm.*

**MOTION CARRIED**

## **NEXT MEETING**

Next meeting on March 10, 2009 at 7:00pm at Youbou Lanes

Annual General Meeting ~ March 29<sup>th</sup> at 1pm \*remember your potluck dish\*  
Tree Planting at Mile 77 Park ~ March 8<sup>th</sup> at 10am

Item for next agenda

games and prizes for Mile 77 Park community picnic

/s/ Tara Daly  
Secretary

**000128**

PK3

# MINUTES OF ELECTORAL AREA I (Youbou/Meade Creek) PARKS COMMISSION MEETING

RECEIVED  
C.V.R.D.

MAY 14 2009

**DATE:** March 10, 2009

**TIME:** 7:00pm

**MINUTES** of the Electoral Area I Parks Commission Meeting held on the above noted date and time at Youbou Lanes, Youbou, BC. Called to order by chair at 7:05pm.

**PRESENT:**

Chairperson: Marcia Stewart  
Vice-Chairperson: Sheny Gregory  
Members: Dan Nickel, Wayne Palliser, Gerald Thom

**ALSO PRESENT:**

Director: Klaus Kuhn  
Alternate Director:  
Secretary: Tara Daly  
Guests:

**ABSENT:** Alternate Director Alex Marshall

**ACCEPTANCE OF AGENDA**

*It was Moved and Seconded to accept the agenda with additions of:  
Mile 77 Park ~ under Old Business  
Summer Students ~ under New Business*

**MOTION CARRIED**

**ACCEPTANCE OF MINUTES**

*It was Moved and Seconded that the minutes of February 10, 2009 be accepted*

**MOTION CARRIED**

**BUSINESS ARISING**

- **Marble Bay Park** ~ trail clearing will be done by W. Palliser tomorrow (March 11<sup>th</sup>)

*It was Moved and Seconded that the meeting move In-Camera.*

**MOTION CARRIED**

*It was Moved and Seconded to rise with no report.*

**MOTION CARRIED**

**CORRESPONDENCE**

- NONE

**DIRECTOR'S REPORT**

- CVRD Budget discussion ~ final session tomorrow (March 11<sup>th</sup>); union wages have a 3½% increase; with the current economic situation no new positions (communication, emergency, and a ½-time) that had been suggested with the restructuring will be filled; okay with proposed budget
- Parkland acquisition was decreased to \$200 000; some concerns raised from Area F residents
- Parks Contractor ~ *Easy Living* out of Nanaimo with an office in Duncan; is currently responsible for Areas A,B,C, and E; good reputation; Cowichan Lake Community Forest Co-op bid was \$15 000 more; a hard copy of the contract for all commission members will be forthcoming

000129

- Urban Development and the Environment seminar on March 29<sup>th</sup> from 9am to 4pm
- Social Committee ~ Director Kuhn will help out with a Grant-in-aid if needed

### **COWICHAN LAKE RECREATION**

- full page advertising the Park activities for April, May, and June is in the current PlayBook
- W. Palliser will change the Font Board; W. Palliser will also check with Linda Backlund about information for Cowichan Lake Recreation to be put on the board

### **CHAIRPERSON'S REPORT**

- Covered in other areas

### **COWICHAN VALLEY REGIONAL DISTRICT**

- **Dock** ~ Cliff Gibson (dock builder) from Jornec inspected the dock and confirmed it did not belong to Arbutus Park
- **Marble Bay/ Meade Creek Road Pathway** ~ has been referred to MoTH for approval (Woodland Shores)
- **Woodland Shores** ~ water tank to be installed on far southwest corner of Uplands Parks would have minimal impact on parkland and/or waterways; Engineering staff will investigate; roads have been deactivated
- **Mile 77 Park** sign ~ has been reinstalled; retaining wall at the bridge is finished with back fill still needing to be done; it is felt by the commission that the work at the bridge has been done improperly and monies used for repairs should be taken from general revenues no Area I Parks budget
- **Nantree Park** ~ deck boards have been replaced; boom have been pulled out; RCMP have been involved in disputes over proper use
- **Arbutus Park** ~ irrigation work quote for \$9 000 includes new lines with valves/ heads being reused; G. Thom will look into cost
- **Little League Park** ~ controls have been fixed for the irrigation system; no quotes have been accepted for work in the outfield because there is no funding at this time

### **OLD BUSINESS**

- **Font Board** ~ timer should be set to go off earlier (10pm); letters and handle are stored in the park washroom; reducing light could be done by using cool white bulbs for a cost of \$150 or a diffuser for a cost of \$750 which would reduce the brightness by about 40%; \$1 900 remaining in the grant; W. Palliser will look into; landscaping still needs to be completed
- **Tree Planting** ~ March 15<sup>th</sup> at 10am; under fifty (50) to be planted with Firs on the north side of the property and deciduous on the south side and west side of the creek; if pouring rain G. Thom and W. Palliser will complete through the week
- **AGM** ~ 1pm on March 29<sup>th</sup> with Town Hall meeting to follow; potluck for Fire Commission, APC, and Parks Commission after

### **NEW BUSINESS**

- **Easy Living Landscaping** ~ \$67 000 for a two (2) year contract; five (5) workers from Cowichan Valley to start with decreasing to three (3); two (2) week earlier start with no increase in cost; owner is Brent Wilson
- **Top Soil** ~ at Little League Park could be spread around by users
- **Summer Students** ~ two (2) days in area; start on May 4<sup>th</sup> for a six (6) week period within CVRD; duties will be to pull the broom on the trail at Creekside and paint playground equipment at Arbutus Park and Little League Park
- **Park** assignments will be done after the AGM with diligence by commission members because of the new contractor

000130

- **Woodland Shores** walkabout ~ spent most of the time at the Scout Camp, nothing can be used from the old camp, playfield will be like a soccer pitch, culverts need to be changed and blasted rock needs to be further investigated; North Park will be developed in three (3) to five (5) years; South Park has the stakes in for the picnic shelter/ washroom building, three (3) picnic tables will be installed on the lake side of the existing trail with the path to the beach near them, stairway to beach will be constructed of low to no maintenance material, not wood; Interior Playfield measures about forty (40) metres by seventy-seven (77) metres, semi-level soccer type field surrounded by residential buildings will have no washroom facilities, swing set, tot lot, and picnic tables with three (3) accesses; Park Site Visit will be the final sighting of all buildings and amenities; Big Park ~ some tree planting has been done, no GPS of trails yet, discussion on heli-pads for medical emergencies but it was noted the trails are wide enough for quads

#### **ADJOURNMENT**

*It was Moved and Seconded that the meeting be adjourned at 9:20pm.*

**MOTION CARRIED**

#### **NEXT MEETING**

Next meeting on April 14, 2009 at 7:00pm at Youbou Lanes

Item for next agenda

games and prizes for Mile 77 Park community picnic

/s/ Tara Daly  
Secretary

000131

PK 4

## MINUTES OF ELECTORAL AREA I (Youbou/Meade Creek) PARKS COMMISSION MEETING

C.V.R.D.  
RECEIVED

DATE: April 14, 2009

TIME: 7:00pm

MAY 14 2009

MINUTES of the Electoral Area I Parks Commission Meeting held on the above noted date and time at Youbou Lanes, Youbou, BC. Called to order by chair at 7:05pm.

### PRESENT:

Chairperson: Marcia Stewart

Vice-Chairperson: Sheny Gregory

Members: Dave Charney, Dan Nickel, Wayne Palliser, Gerald Thom

### ALSO PRESENT:

Director: Klaus Kuhn

Alternate Director:

Secretary: Tara Daly

Guests:

**ABSENT:** Alternate Director Alex Marshall

### ACCEPTANCE OF AGENDA

*It was Moved and Seconded to accept the agenda with additions of:*

*Arbutus Park irrigation, Woodland Shores trail ~ under Old Business*

*Bear and Cougar signs ~ under New Business*

**MOTION CARRIED**

### ACCEPTANCE OF MINUTES

*It was Moved and Seconded that the minutes of March 10, 2009 be accepted with the following*

*corrections: D. Nickel was absent, under 'Director's Report' ~ parkland acquisition was decreased by  
\$200 000 not to.*

**MOTION CARRIED**

### ELECTION

- **Marcia Stewart** was elected by acclamation as chairperson; **Sheny Gregory** was elected by acclamation as vice-chairperson
- **Tara Daly** is continuing as secretary

### BUSINESS ARISING

- **Arbutus Park** irrigation ~ G. Thom has contacted a person about a quote for doing the work but hasn't had a reply
- **Marble Bay Park** trail ~ W. Palliser will clear the trail tomorrow (April 15<sup>th</sup>); also has been clearing with a broom-puller (purchased through CVRD) on the Creekside pathway
- **Keys** ~ W. Palliser and G. Thom have keys to the gates and washrooms at Mile 77 Park and Little League Park
- **Parks Maintenance Contract** ~ *Director Kuhn will get hard copies of the contract for the commission members*
- **Urban Development** seminar presented by CVRD ~ W. Palliser attended; he noted that everyone starts in the middle saving water and trees but there is no control over the roots and ground, should start at the beginning saving the roots and ground then the trees and water; promoting saving rainwater by installing tanks; important to save gullies and low ground, no back fill, not enough enforcement; touched on raising of the weir ~ W. Palliser suggested all valleys in the watershed be purchased, be allowed to grow, and water will recharge quicker; in global warming the ocean will rise and installation

000132

of dikes in low lying areas would cost billions, W. Palliser suggested that houses affected should be moved now; Deborah Epps of MoE is responsible for lake monitoring and said there has been a 50% cut in the budget and noted coliform counts were low last year; Peter Law of MoE expressed interest in looking at the side valleys. *Director Kuhn will talk to Kate Miller, CVRD Environment, to see if there will be a Staff Report produced.*

- **Youbou Lands** ~ W. Palliser would like to ask Thomas Krielein if the two green belts could be combined which would result in a bigger lot with more trees

## CORRESPONDENCE

- NONE

## DIRECTOR'S REPORT

- a meeting for the introduction to the public for the PDA will be held on April 25<sup>th</sup> with an open house from noon until 2pm and a meeting from 2-4pm; PDA is for twenty (20) years whereas previous ones have only been for ten (10) years
- Thursday, May 14, 2009 at 7pm in the Youbou Lower Community Hall will be the Public Hearing for Youbou Lands
- haven't received any further complaints about the Font Board

## COWICHAN LAKE RECREATION

- in the process of hiring Summer Staff; Arbutus Park will have lifeguards seven (7) days a week from June 29<sup>th</sup> to August 28<sup>th</sup>
- Youbou Regatta is on August 8<sup>th</sup>
- Heather Roberts, office staff, will contact W. Palliser by email weekly with a list of events for the Font Board
- deadline for advertisement on Parks activities in the next PlayBook is May 12<sup>th</sup>, L. Backlund will also invite Area F to participate

## CHAIRPERSON'S REPORT

- June 14<sup>th</sup> Barbeque at Mile 77 Park ~ W. Palliser and G. Thom will arrange for barbeques, S. Gregory will be away
- May 24<sup>th</sup> Plant Identification Walk starting at Swordfern Parks and proceeding through Price Park at 1pm with Kathryn Swan
- M. Stewart to see if an advertisement could be put in the 'Youbounian' (a new local paper) asking for interest in a community garden
- discussion on T. Daly producing an advertisement for the PlayBook as opposed to just giving information, the ad was not printed as produced by T. Daly in the last PlayBook; T. Daly will ask L. Backlund how she wants the information
- Green Mapping Workshop ~ a question arose so M. Stewart asked B. Farquhar if parks are for sale, the simple answer is if they are considered surplus then yes, dependent on how the land was acquired (gift, purchase, subdivision), Parks Commission would make a recommendation and it would have public input
- a community garden could happen in parks through a non-profit organization or a program through recreation

## COWICHAN VALLEY REGIONAL DISTRICT

- **Muscular Dystrophy** (Fire Department) fundraiser ~ no reply yet
- **Woodland Shores** ~ is proceeding, another meeting with the Parks Commission in the next month, done by June so that lots can go on the market; *question by commission member if there is a clause or contract that makes the developer responsible for what has been done for a length of time, main road*

on south side of the mountain has a nice, meandering gravel trail

### OLD BUSINESS

- **Font Board** ~ W. Palliser will speak to people who installed about brightness
- **Marble Bay Hike** ~ M. Stewart will make direction signs (Youbou Road, North Shore Road, and Marble Bay Road, W. Palliser will install
- **Mile 77 Park** trees have been planted by W. Palliser and G. Thom but were delayed because of snow
- **Director Kuhn** will speak with B. Farquhar re: obtaining receipts on all work done in Area I (Youbou/Meade Creek) Parks for the commission, after the work is completed then the commission would receive a copy of the receipt
- **Flag Pole** at Arbutus Park – W. Palliser has the flag but needs a bucket truck to get the pole, will be done by May long weekend, CVRD purchased the paint, G. Thom will investigate getting a truck

### NEW BUSINESS

- **Park Activities** ~ July 1<sup>st</sup> Canada Day at Arbutus Park hosted by Kathryn Swan and Parks Commission from 10am to noon with cake & 'O Canada' at 11am, concession supplied by Youbou OAPO #115, entertainment, everyone come waving a flag and wearing red & white; August 8<sup>th</sup> Youbou Regatta will have Parks Commission members running the concession; September 26<sup>th</sup> Community Ballgame at Little League Park from 1-3pm, family oriented, multi-age, concession supplied by Youbou OAPO #115, don't forget your gloves, everyone gets to 'scratch and spit'
- **Designation of Parks** – Mile 77 (W. Palliser), Price Park and Swordfern Park (S. Gregory and G. Thom), Arbutus Park and Hard Hat Shack picnic site (M. Stewart), Little League Park (S. Gregory), Marble Bay Park (D. Charney and S. Gregory), Nantree Park (D. Nickel)
- **Parks maintenance** forms are to be filled out by individual park caretakers and brought to the meeting next month
- **Danger Signs** – in parks warning of Bear & Cougar sightings should be dated, discussion and decision to put up pamphlets on the kiosks at Marble Bay, Price, Swordfern, Arbutus, and Hard Hat Shack that explains what to do if you come in contact with a bear or cougar

### ADJOURNMENT

*It was Moved and Seconded that the meeting be adjourned at 9:20pm.*

**MOTION CARRIED**

### NEXT MEETING

**NOTE:** Next meeting on May 19, 2009 at 7:00pm at Youbou Lanes

One week later because of the Provincial Election, get out and vote

/s/ Tara Daly  
Secretary

000134