

**CORPORATION OF THE CITY OF COURTENAY
COUNCIL MEETING AGENDA**

DATE: Tuesday, November 13, 2012
PLACE: City Hall Council Chambers
TIME: 4:00 p.m.

1.00 ADOPTION OF MINUTES

1. Adopt November 5, 2012 Regular Council Meeting Minutes

2.00 INTRODUCTION OF LATE ITEMS

3.00 DELEGATIONS

1. Representatives from the Sid Williams Theatre to give Council an update
2. Brad Trotman re: Development Variance Permit No. 1204 (see pg# 19)

4.00 COMMITTEE/STAFF REPORTS

(a) Legislative Services

- 1 1. Notice on Title – 825-3rd Street
- 7 2. Fire Protection – K’omoks Band Campground

(b) Development Services

- 19 3. Development Variance Permit No. 1204 – Chrysler
- 31 4. Erosion and Sediment Control Bylaw No. 2570
- 45 5. Encroachment Agreement – Harbourview Strata

5.00 REPORTS AND CORRESPONDENCE FOR INFORMATION

6.00 REPORTS FROM COUNCIL REPRESENTATIVES

7.00 RESOLUTIONS OF COUNCIL

8.00 UNFINISHED BUSINESS

9.00 NOTICE OF MOTION

10.00 NEW BUSINESS

11.00 BYLAWS

For First, Second and Third Reading

- 59 1. “Comox Valley Emergency Program Policy Agreement Repeal Bylaw No. 2729, 2012”
(to repeal Comox Valley Emergency Program Policy Agreement Bylaw No. 1883)
- 64 2. “Erosion and Sediment Control Bylaw No. 2570, 2012”
(to adopt a uniform approach to erosion and sediment control protection)

12.00 COUNCIL MEMBER ROUND TABLE

13.00 ADJOURNMENT

THE CORPORATION OF THE CITY OF COURTENAY

REPORT TO COUNCIL

FILE #: 3800-20

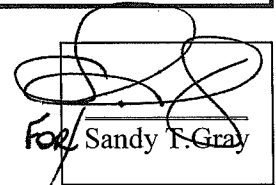
FROM: Director of Legislative Services

DATE: November 6, 2012

SUBJECT: Notice on Title for 825 3rd Street

C.A.O. COMMENTS/RECOMMENDATIONS:

That the recommendation of the Director of Legislative Services be accepted.



Sandy T. Gray

RECOMMENDATION:

That pursuant to section 57 (3) of the *Community Charter* Council direct the Corporate Officer to file a notice in the Land Title Office against the property legally described as P.I.D. 006-183-476, Lot 25, District Lot 127, Comox District, Plan 3661, located at 825 3rd Street which states:

- (a) a resolution relating to the lands has been made under section 57 of the *Community Charter*, and
- (b) further information about it may be inspected at the municipal hall.

PURPOSE:

To file a notice on the property located at 825 3rd Street.

BACKGROUND:

As outlined in the attached documentation from the Chief Building Inspector, work was performed on a building on the property without a building permit.

DISCUSSION:

Pursuant to section 57 of the *Community Charter*, upon request by a Building Inspector to place a notice on title, the Corporate Officer is required to give notice to the property owner and place the matter before Council.

The required notice has been provided to the property owner.

FINANCIAL IMPLICATIONS:

None.

STRATEGIC PLAN REFERENCE:

Enforcement in nature.

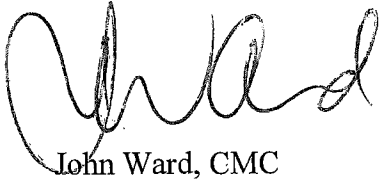
OCP SUSTAINABILITY REFERENCE:

None.

REGIONAL GROWTH STRATEGY REFERENCE:

None.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'John Ward', written in a cursive style.

John Ward, CMC
Director of Legislative Services

THE CORPORATION OF THE CITY OF COURTENAY

MEMORANDUM

TO: John Ward, Director of Legislative Services **FILE #:** 3800-20
FROM: Dennis Mirabelli, RBO, Chief Building Inspector **DATE:** October 1, 2012

SUBJECT: Notice Against Title - S.57(1)(b)(i & ii) of the *Community Charter*
825 – 3rd Street – Lot 25, DL 127, Plan 3661 – PID 006-183-476

This memorandum is to inform the Director of Legislative Services that the Building Division is requesting that the City proceed with putting a Notice against Title pursuant to S.57(1)(b)(i & ii) of the *Community Charter*, for the property legally described as Lot 25, District Lot 127, Comox District, Plan 3661 at 825 3rd Street.

During the course of carrying out duties, the Building Inspector discovered that work was done with respect to the building that required a permit under Building Bylaw 2323, 2003. A building permit was not obtained.

Respectfully submitted,



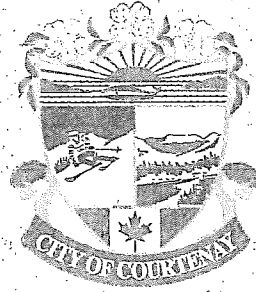
Dennis Mirabelli, RBO
Chief Building Inspector

DM/jk

THE CORPORATION OF THE CITY OF COURTENAY

Legislative Services Department
830 Cliffe Avenue
Courtenay, B.C.
V9N 2J7

Phone (250) 334-4441
Fax (250) 334-4241
jward@courtenay.ca



City File No.: 3800-20

November 1, 2012

Judith Diane Burch
825 – 3rd Street
Courtenay, B.C. V9N 1E9

HAND DELIVERED

Re: Notice of Action

Please be advised that pursuant to section 57 of the *Community Charter*, Council will be considering a recommendation relating to your property legally described as P.I.D. 006-183-476, Lot 25, District Lot 127, Comox District, Plan 3661, located at 825 3rd Street, Courtenay, B.C.

The recommendation Council will be considering is as follows:

That pursuant to Section 57 (3) of the Community Charter, the Corporate Officer file a notice in the Land Title Office against P.I.D. 006-183-476, Lot 25, District Lot 127, Comox District, Plan 3661, located at 825 3rd Street, Courtenay, B.C. stating that:

- (a) a Council resolution relating to that land has been made under this section; and*
- (b) further information about it may be inspected at the offices of the Municipality.*

This action is a result of work having been carried out on a building without a building permit.

Pursuant to section 57 (2) (a) of the *Community Charter* you are hereby notified of the recommendation, and advised that you have an opportunity to address Council on November 13th, 2012 at 4:00 p.m. prior to Council considering the recommendation. Alternatively you may make a submission in writing prior to Thursday, October 8th, 2012 at 4:00 p.m. that will be presented to Council.

Please advise the undersigned at 250.334.4441 if you wish to make a submission to Council, prior to Thursday, October 8th, 2012 at 4:00 p.m.

Yours truly,

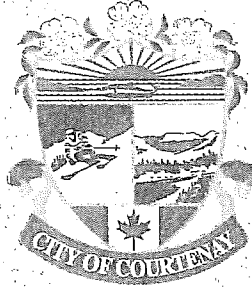
John Ward, CMC
Director of Legislative Services

Pc: D. Mirabelli, Chief Building Inspector

Notice on Title 825 3rd Street Nov 2012.docx

THE CORPORATION OF THE CITY OF COURTENAY

Legislative Services Department
830 Cliffe Avenue
Courtenay, B.C.
V9N 2J7



Phone (250) 334-4441
Fax (250) 334-4241
jward@courtenay.ca

City File No.: 3800-20

November 1, 2012

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Courtenay, B.C. V9N 1E9

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Yours truly,

A handwritten signature in black ink, appearing to read 'J. Ward', is written over the typed name.

John Ward, CMC
Director of Legislative Services

Pc: D. Mirabelli, Chief Building Inspector

Notice on Title 825 3rd Street Nov 2012 second owner.docx

THE CORPORATION OF THE CITY OF COURTENAY

2

REPORT TO COUNCIL

FROM: Director of Legislative Services
Director of Financial Services/Deputy CAO

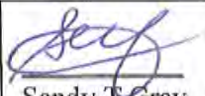
FILE # 7200-01

DATE: November 7, 2012

SUBJECT: Fire Protection – K’ómoks Band Campground

C.A.O. COMMENTS/RECOMMENDATIONS:

That the recommendation of the Director of Legislative Services be accepted.



Sandy T. Gray

RECOMMENDATION:

That the attached fire protection agreement between the City of Courtenay and K’ómoks First Nation be approved; and

That the Mayor and Director of Legislative Services be authorized to sign the agreement on behalf of the City.

PURPOSE:

To approve a fire protection agreement between the City and K’ómoks First Nation.

BACKGROUND:

The K’ómoks First Nation has 43 site RV Campground and building on the Pentledge 2 Indian Reserve located on Condensory Road. The Reserve is just outside the City boundary, and is not in the Courtenay Fire Protection District.

In 2005, the City entered into an agreement with the K’ómoks First Nation for fire protection. The agreement has worked very well, and now needs to be renewed.

DISCUSSION:

Pursuant to “Fire Protective Services Bylaw No. 2556, 2008”, the City is required to enter into an agreement prior to deploying equipment outside the City’s boundaries.

FINANCIAL IMPLICATIONS:

The agreement includes an annual fee for fire protection, as well as additional charges for both emergency and non emergency responses pursuant to our Fire Bylaw.

Staff feel that that the City will be adequately compensated for providing this service.

There is no effect on operating or capital budgets.

STRATEGIC PLAN REFERENCE:

A safe and caring community

Goal 1: Ensure protective services meet community needs

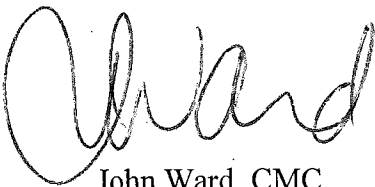
OCP SUSTAINABILITY REFERENCE:

N/A

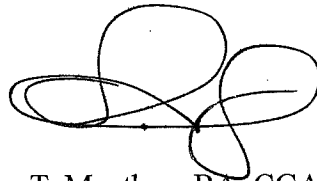
REGIONAL GROWTH STRATEGY REFERENCE:

N/A

Respectfully submitted,



John Ward, CMC
Director of Legislative Services



T. Manthey, BA, CGA
Director of Financial Services/Deputy CAO

THIS AGREEMENT dated for reference the 1st day of December, 2012 is

BETWEEN:

THE CORPORATION OF THE CITY OF COURTENAY, a municipal corporation incorporated under the *Community Charter* and having an address of 830 Cliffe Avenue, Courtenay B.C.

AND:

THE COMOX INDIAN BAND, in right of the Comox Indian Band, a band within the meaning of the *Indian Act*, registered under FN Band Number 624, with a mailing address of 3320 Comox Road, Courtenay, B.C. V9N 3P8.

WHEREAS:

- A. Those lands known as the Pentledge Indian Reserve Number 2, Reserve number 06971 (the "Reserve") are vested in Her Majesty the Queen in Right of Canada for the use and benefit of the Comox Indian Band.
- B. The Comox Indian Band desires to obtain fire protection services for a portion of the Reserve.
- C. The Comox Indian Band and the City wish to enter into an agreement in relation to fire protection services.

NOW THEREFORE THIS AGREEMENT witnesses that in consideration of the premises, covenants and agreements hereinafter set out, the parties agree as follows:

DEFINITIONS

1. In this Agreement, including this section, the recitals and schedules hereto, unless the context otherwise requires:

"Band" means the Comox Indian Band which is a band within the meaning of the *Indian Act* registered under FN Band Number 624.

"Band Council" means the duly elected Comox Indian Band Council within the meaning of the *Indian Act* and its duly authorized representatives, servants, employees, contractors, invitees or other such persons.

"City" means The Corporation of the City of Courtenay, a municipal corporation incorporated under the *Community Charter* and having an address of 830 Cliffe Avenue, Courtenay B.C and its duly authorized representatives, servants, employees, contractors, invitees or other such persons.

"City Representative" means the Fire Chief of the City of Courtenay.

"Fire Department" means the Fire Department of the Corporation of the City of Courtenay.

"Reserve" means the Pentledge Indian Reserve Number 2 Reserve number 06971, which is a reserve within the meaning of the *Indian Act*.

"Term" means the period of time during which this Agreement remains in force and effect.

SERVICES TO BE PROVIDED BY THE CITY

2. The City shall provide fire suppression service (the "Service") during the term of this Agreement to the area of the Reserve identified as "campground" as shown outlined in bold on Schedule "A" to this Agreement ("Campground").
3. The quality and quantity of the Service to be provided by the City on the Campground shall be substantially the same as the quality and quantity of fire suppression services provided by the City to all residents within the City.
4. The City shall not be responsible for and shall not be required to carry out any inspections on any of the structures within the Campground and shall not be responsible for determining whether or not the structures meet Fire Code standards or adequate standards to protect the structures and the owners, occupiers and users of the structures.
5. The Band acknowledges that the provision of fire protection services requires the City to make decisions regarding the allocation of emergency response resources and nothing in this Agreement affects the right of the City's Fire Chief to determine where and in what manner emergency resources are to be deployed. The City is not responsible or liable for any damage sustained by reason of an exercise of the Fire Chief's discretion under this section.
6. The Band shall provide to the City such information as is considered necessary by the City's Fire Chief to enable the City to provide emergency fire suppression services most effectively to the Campground.
7. The City shall have the right by its Fire Chief, officers, firefighters, and other employees access at all times to the Reserve for the purposes of providing the services provided herein and meeting the requirements of any emergency on the Campground that requires the Service.
8. The Band and the City are proceeding on the mutual understanding that the provincial and municipal regulatory provisions that govern the conduct of persons during fire-related emergencies and which authorize the City's fire fighting personnel to implement extraordinary fire suppression measures, including the destruction of buildings and structures to prevent the spreading of fire, are laws of general application that apply to the Reserve and the Campground.

MAINTENANCE REQUIRED FOR FIRE STANDPIPE

9. The Band is solely responsible for maintaining the water supply standpipe on the Reserve in working order and providing an adequate flow of water to that standpipe for firefighting purposes. The Band shall ensure that the standpipe is used strictly for firefighting purposes.

PAYMENT FOR SERVICES

10. The Band shall pay the City an annual fee of \$1000.00 for the Service each year during the term of this Agreement.
11. The City shall invoice the Band for the Service annually for the upcoming year and such invoice shall be due and payable by the Band by January 31 of the current year.
12. In addition to the annual fee in section 10, the Band shall pay the City the following amounts for responses to the Campground by the Fire Department:
 - (a) Emergency response for fire suppression - \$400.00 per unit per hour
 - (b) Non Emergency response (Duty Officer only) - \$40.00 per response
13. The City shall invoice the Band for Fire Department responses as outlined in section 12 and such invoice shall be due and payable by the Band within 30 days of the invoice date.
14. Without limiting any right of the City to terminate this Agreement for default in payment by the Band, interest shall accrue on any late payment at the rate of 6% per year.

TERM, RENEWAL AND TERMINATION

15. The term of this Agreement is for a period of five (5) years commencing on December 1, 2012 and terminating on November 30, 2017.
16. The parties may renew or extend the term if such renewal or extension is made in writing prior to October 31, 2017 otherwise this Agreement shall expire absolutely on November 30, 2017.
17. This Agreement may be terminated by the Band or the City upon giving to the other party six months notice of its intention to terminate, such notice to be given in writing on the last day of any month.

TERMINATION FOR BREACH

18. Upon breach by the Band of any term or condition of this Agreement, the City may give to the Band 30 days notice to commence action to correct such breach to the satisfaction of the City. If such breach is not corrected within an agreed reasonable period, or if the Band fails to begin and diligently pursue steps to cure the breach to the reasonable satisfaction of the City within 30 days after notice of the breach is given by the City, the City may terminate this Agreement by giving notice of termination to the Band.

WAIVER FOR NON ACTION

19. Waiver by the City of any breach of any term, covenant or condition of this Agreement by the Band must not be deemed to be a waiver of any subsequent default by the Band. Failure by the City to take any action in respect of any breach of any term, covenant or condition of this Agreement by the Band must not be deemed to be a waiver of such term, covenant or condition.

REMEDIES CUMULATIVE

20. No reference to or exercise of any specific right or remedy by the City prejudices or precludes the City from any other remedy, whether allowed at law or in equity or expressly provided for in this Agreement. No such remedy is exclusive or dependent upon any other such remedy, but the City may from time to time exercise any one or more of such remedies independently or in combination. Without limiting the generality of the foregoing, the City is entitled to commence and maintain an action against the Band to collect any fees not paid when due, without exercising the option to terminate this Agreement.

DISPUTES

21. In the interest of co-operation and harmonious co-existence, the parties agree to use their best efforts to avoid any conflict and to settle any disputes arising from or in relation to this Agreement.
22. In the event that the parties fail to resolve matters as described in paragraph 18 hereof, the parties may seek a settlement of the conflict by utilizing an alternative dispute resolution method, mediation or arbitration and recourse to the Courts shall be a means of last resort.

LIABILITY

23. The City does not warrant or guarantee any of the Service to the Band under this agreement, which are beyond the reasonable control of the City, including without limitation by enumeration, such events as acts of God, forces of nature, soil erosion, landslides, lightning, washouts, floods, storms, serious accidental damage, strikes or lockouts, vandalism, negligence in the design and supervision or construction of the Service, or in the manufacture of any materials used in the provision of the Service, and other such circumstances.

RELEASE

24. The Band releases the City from all claims and demands which the Band may at any time have against it or its elected officials, officers, employees, agents or others, in respect of any matter arising from or related to this Agreement.

INDEMNIFICATION OF CITY

25. The Band agrees to indemnify and save the City harmless from and against any loss or damage suffered by the City as a result of an action brought against the City by any person in connection with any fire suppression action taken by the City on the Reserve that would have been lawful if performed on or in respect of non-reserve lands to which the regulatory provisions referred to in section 8 are applicable. For certainty, the reference to the City in this and the previous section refers, where the context so allows, to the City's councillors, officers, employees, agents, contractors, subcontractors and others for whom it is responsible in law. The indemnities contained in this Agreement will survive the expiration or earlier termination of the Term.

LIABILITY INSURANCE

26. At its expense, the Band must provide and maintain throughout the Term:
- (a) comprehensive general liability insurance to protect and indemnify itself and the City against claims for bodily injury, death, property damage, property loss, economic loss and other loss or damage occurring upon, in or about the Reserve in an amount not less than THREE MILLION (\$3,000,000.00) DOLLARS per accident or occurrence or such greater amount as the City may stipulate from time to time; and
 - (b) property insurance against all risks, in a commercially prudent form, against loss or damage to any personal property located on the Campground which insurance must be for replacement cost.

Those insurance policies must be in the standard form carried by the City, and approved through the City Representative. The policies must provide for 30 days notice to the City before cancellation and should a policy lapse or be cancelled, the City may, at the cost of the Band, place insurance as provided in this section.

CERTIFICATE OF INSURANCE

27. Upon the City's written request from time to time, the Band must furnish the City with a certificate or certificates of insurance as evidence that the insurance required by this Part is in force, including any insurance renewal policy or policies. If the Band fails to secure or maintain insurance as required by this Agreement, then the City will have the right, but not the duty or obligation, to secure and maintain such insurance and the Band must pay the cost thereof to the City on demand.

AMENDMENTS

28. All amendments proposed to the terms and conditions of this Agreement must be submitted in writing and not be effective until signed by both parties.

MISCELLANEOUS PROVISIONS

29. Whenever the singular or masculine are used in this Agreement, the same shall be construed as meaning the plural or feminine or body corporate or vice versa where the context so requires.
30. The headings of the subsections of this Agreement are inserted for the convenience of reference only and shall not affect the construction or interpretation of this Agreement in any way.
31. The parties shall from time to time and at all times do all such further acts and execute and deliver all such further deeds and documents in a timely and diligent manner as shall reasonably be required to fully perform and carry out the terms of this Agreement.
32. (a) Nothing contained or implied herein shall prejudice or affect the rights and powers of the City in the exercise of its function under any public or private statute, bylaws, orders or regulations, all of which may be fully and effectively exercised in relation to the Service as if this Agreement had not been executed and delivered.

(b) Nothing contained or implied herein shall prejudice or affect the rights and powers of the Band in the exercise of its function under Section 35 of the *Constitution Act, 1982* (R.S.C. 1985 Appendix II, No. 44), the *Indian Act* or any bylaw passed pursuant thereto, all of which may be fully and effectively exercised as if this Agreement had not been executed and delivered.
33. This Agreement shall not be construed so as to create any greater standard of care or liability on the part of the City in respect of the supplying of the Service to the Campground and occupants on the Campground than that which applies to the supply of such Service to other occupants within the City.
34. The parties have expressed their entire understanding and agreement concerning the subject matter of this Agreement and no implied covenant, condition, term or reservation shall be read into this Agreement relating to or concerning such subject matter.
35. In the event any term or provision of this Agreement or the Schedules attached hereto is illegal or invalid for any reason whatsoever as determined by a competent court of law, such term or provision shall be severable and the same shall not affect the validity of the remainder of this Agreement and the Schedules attached hereto.
36. The parties shall forthwith upon discovery of the illegality or invalidity referred to in section 32 hereof either negotiate diligently and in good faith the term or provision to render it legal and valid having regard to its spirit and intent or alter their performance under the term or provision having regard to its spirit and intent to avoid the illegality or invalidity.

NOTICES

37. Any notice herein provided or permitted to be given by the Band to the City will be sufficiently given if delivered to the City at:

The Corporation of the City of Courtenay
830 Cliffe Avenue
Courtenay BC, V9N 2J7
Attention: Director of Legislative Services

Any notice herein provided or permitted to be given by the City to the Band will be sufficiently given if delivered to the Band addressed to:

K'ómoks First Nation
3320 Comox Road
Courtenay, B.C.
V9N 3P8
Attention: Band Manager

Either party may at any time give notice in writing to the other of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified will be deemed to be the address for such party for the giving of notice hereunder. The word "notice" in this paragraph will be deemed to include any request, statement or other writing in this Agreement provided or permitted to be given by the City to the Band or by the Band to the City. Such notices may be given by personal delivery, mail, or by fax and if given by mail will be deemed to have been received five days after the date of mailing, and if delivered personally or by fax will be deemed to have been received on the day of delivery or faxing.

38. This Agreement shall not be assigned by either party unless the parties obtain prior written consent to such assignment.
39. This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the Parties hereto have caused their presence to be executed on the dates stated below:

THE CORPORATION OF THE CITY OF COURTENAY by its authorized signatories:

Mayor

Director of Legislative Services

Date

THE COUNCIL OF THE COMOX INDIAN BAND on behalf of the Comox Indian Band, by its authorized signatories:

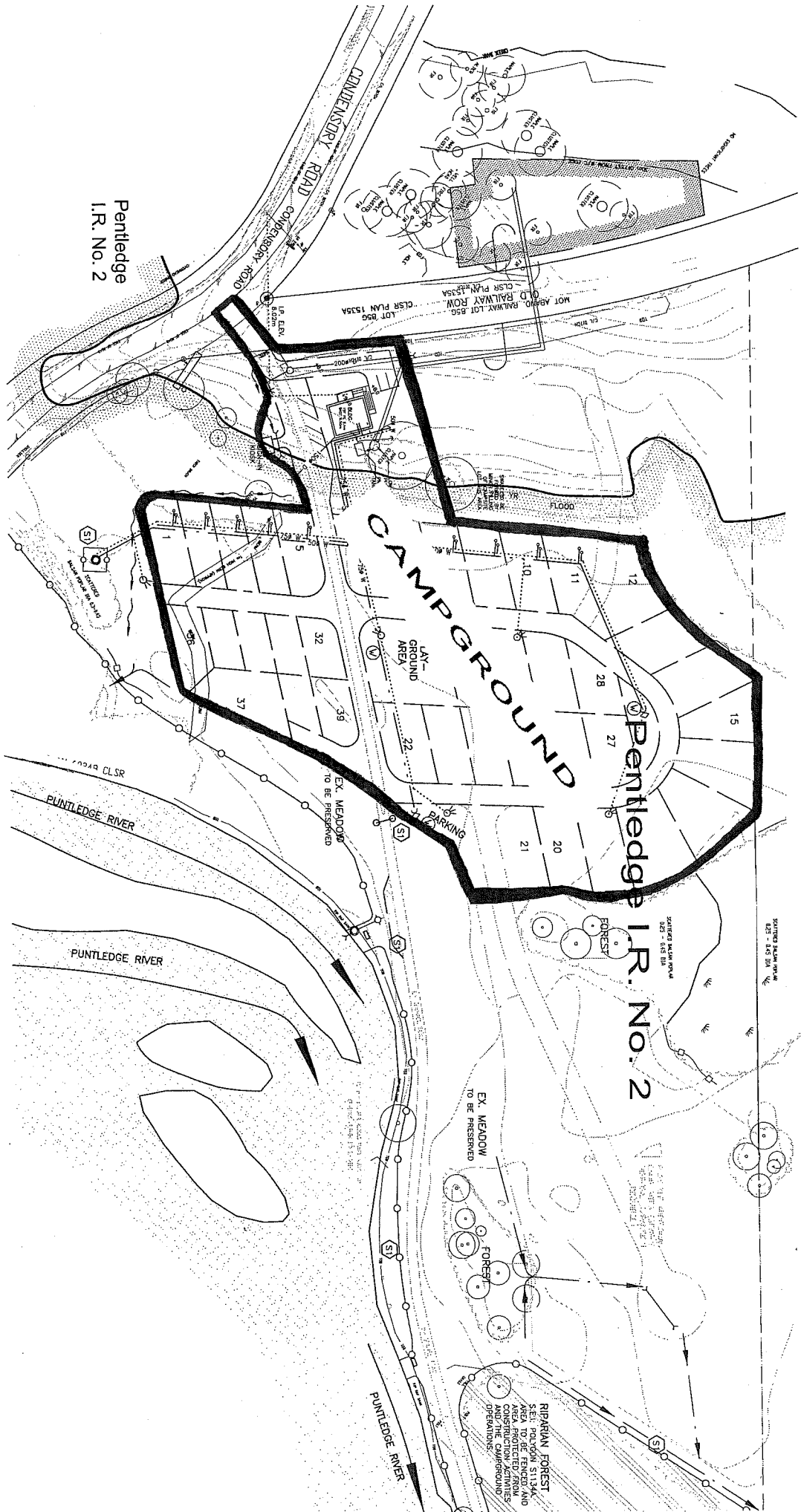
Name:

Name:

Date

Schedule 'A' – Campground land receiving the Service

SCHEDULE 'A'
 TO AGREEMENT BETWEEN
 THE CITY OF COURTENAY
 AND THE COMOX INDIAN BAND



3

THE CORPORATION OF THE CITY OF COURTENAY

REPORT TO COUNCIL

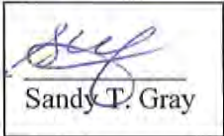
FROM: Development Services Department

FILE #: 3090-20-1204
DATE: November 7, 2012

SUBJECT: Application for Development Variance Permit
Lot A, Sections 18 and 45, Comox District, Plan 24116
4847 Island Highway North (Chrysler)

C.A.O. COMMENTS/RECOMMENDATIONS:

The recommendation of the Director of Development Services be accepted.



Sandy T. Gray

RECOMMENDATION:

That Development Variance Permit No. 1204 to vary *Section 4.1.2* of the *City of Courtenay Sign Bylaw No. 2042, 1998* by increasing the number of signs allowed per business premise frontage from 3 to 6 as shown in *Attachment No. 2* for the property legally described as Lot A, Sections 18 and 45, Comox District, Plan 24116 (4847 Island Highway North) be denied.

PURPOSE:

To consider the issuance of a development variance permit to allow the replacement of existing signage and the addition of new signage exceeding the number of signs permitted by the Sign Bylaw.

BACKGROUND:

The subject property is located at the top of Mission hill which is an important entrance into Courtenay. The property currently contains one commercial building with fascia signage (the Chrysler dealership), an outdoor sales lot, one freestanding sign and numerous promotional signs. The applicant is pursuing a development variance permit to install new and replacement signage exceeding the number of signs permitted for a business frontage. There are no previously issued sign permits on record for the subject property which was brought into the City of Courtenay in 2002.

A map showing the subject property is contained in *Attachment No. 1*; the applicant's signage plan is contained in *Attachment No. 2*; photos showing the subject property in relation to other local car dealerships is shown in *Attachment No. 3*.

DISCUSSION:

The applicant is proposing four new fascia signs located on the front façade of the Chrysler dealership. The addition of the four signs will result in a total of six permanent signs along the North Island Highway frontage in addition to the unauthorized temporary signs shown in

Attachment No 3. This proposal requires a variance to Section 4.1.2 of the Sign Bylaw which states that “no more than three (3) signs per business premise frontage are permitted from the categories of freestanding sign, fascia sign, awning sign or projecting sign”. While it appears from the 2009 image (**Attachment No.3**) that the dealership already exceeded the number of signs permitted, new signage is expected to conform to the current bylaw. Staff have suggested alternative solutions to work within the parameters of the Sign Bylaw however the applicant wishes to pursue the signage plan presented in this application as **Attachment No 2**.

Staff recognize that variances are sometimes necessary to achieve the intent of the Sign Bylaw which is to:

- *protect the appearance of the various zones of the City of Courtenay from the effect of signs which may be inappropriate as to size, design or location;*
- *protect the public from the effects of commercial and other signs that conflict with traffic signs and lights erected for the direction of vehicular and pedestrian traffic, and to prevent the confusion which may arise from the undue conflict of commercial and other signs;*
- *protect the public from the dangers of signs of inferior construction and from the nuisance or hazard arising from improperly sited signs; and,*
- *enable local commercial and industrial enterprises clearly to identify their places of business and to indicate, to the extent permitted by this bylaw, the types and trade names of goods and services manufactured or sold on the premises.*

Staff do not feel that a variance is necessary to achieve the intent of the sign bylaw for the subject property. Options include using the freestanding sign to list the individual brands with one fascia sign identifying the name of the dealership, and/or locating some of the individual brands “jeep”, “dodge”, “ram” and “chrysler” to either the north or south building façades or canopy faces which have adequate visibility from the highway. The recommended approach is consistent with signage for other local car dealerships as shown in **Attachment No. 3**.

Signage can have a significant positive or negative effect on the character of surrounding areas and on the overall image of the city. In situations where variances to the sign bylaw are requested, staff look to the commercial area form and character development permit guidelines to guide signage design. In this case, staff do not feel that the proposed signage enhances the building or streetscape nor meets specific objectives of the commercial development permit guidelines related to lighting and materials.

Staff are recommending denial of this application as there are other signage options available, the proposed signage is not consistent with the Commercial Development Permit guidelines, and overall, staff feel that signage is excessive for this site.

Public Input

Pursuant to *Development Procedures Bylaw No. 2699, 2012*, surrounding property owners and tenants were notified of this development variance permit application prior to Council’s consideration of the application. No comments have been received to-date.

FINANCIAL IMPLICATIONS:

NA

STRATEGIC PLAN REFERENCE:

A review of the sign bylaw is listed as one of Council's objectives for the 2012 – 2014 term in the 2011 Annual Report.

OCP SUSTAINABILITY REFERENCE:

NA

REGIONAL GROWTH STRATEGY REFERENCE:

NA

Respectfully submitted,



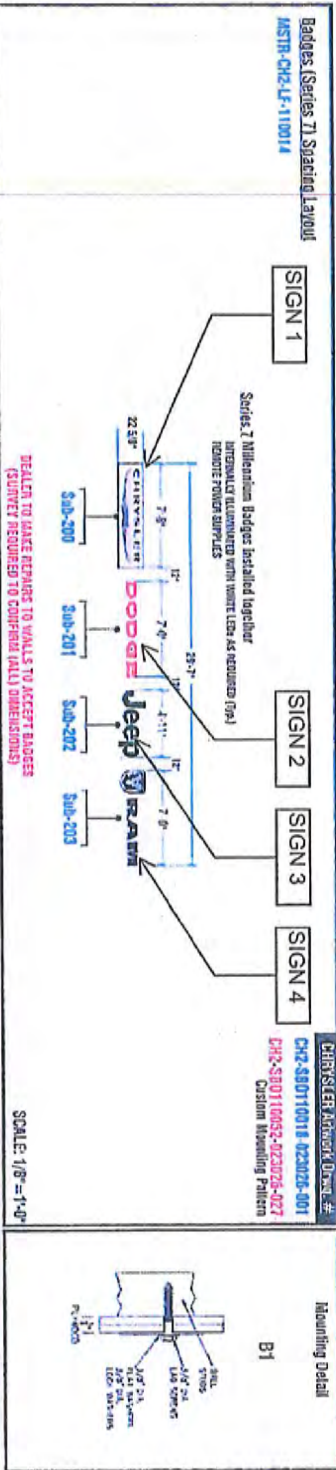
Erin Ferguson, MCP
Planning Technician



Peter Crawford, MCIP
Director of Development Services

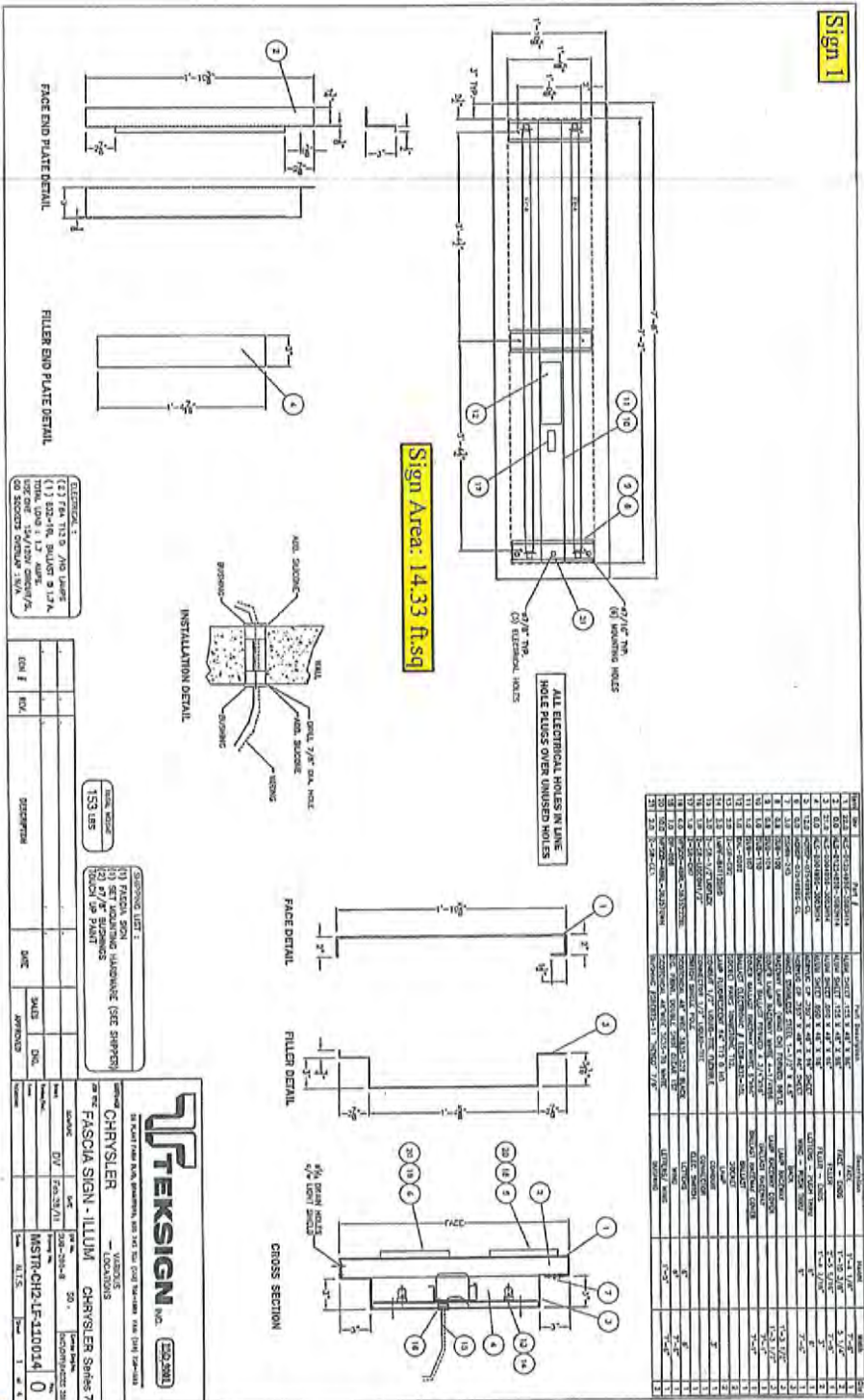


Applicant:	Priority Permits	
Location:	4847 Island Highway North (Chrysler)	
Legal Description:	Lot A, Sections 18 and 45, Comox District, Plan 241162	
<u>Sign Bylaw (Fascia Signs)</u>	<u>Permitted</u>	<u>Proposed</u>
 Number of Signs per Building Face (inclusive of fascia, projecting, freestanding, and awning):	 Three	 Six
 Adjacent Land Uses:	<ul style="list-style-type: none"> • Commercial to the north, residential to the south, east and west. 	



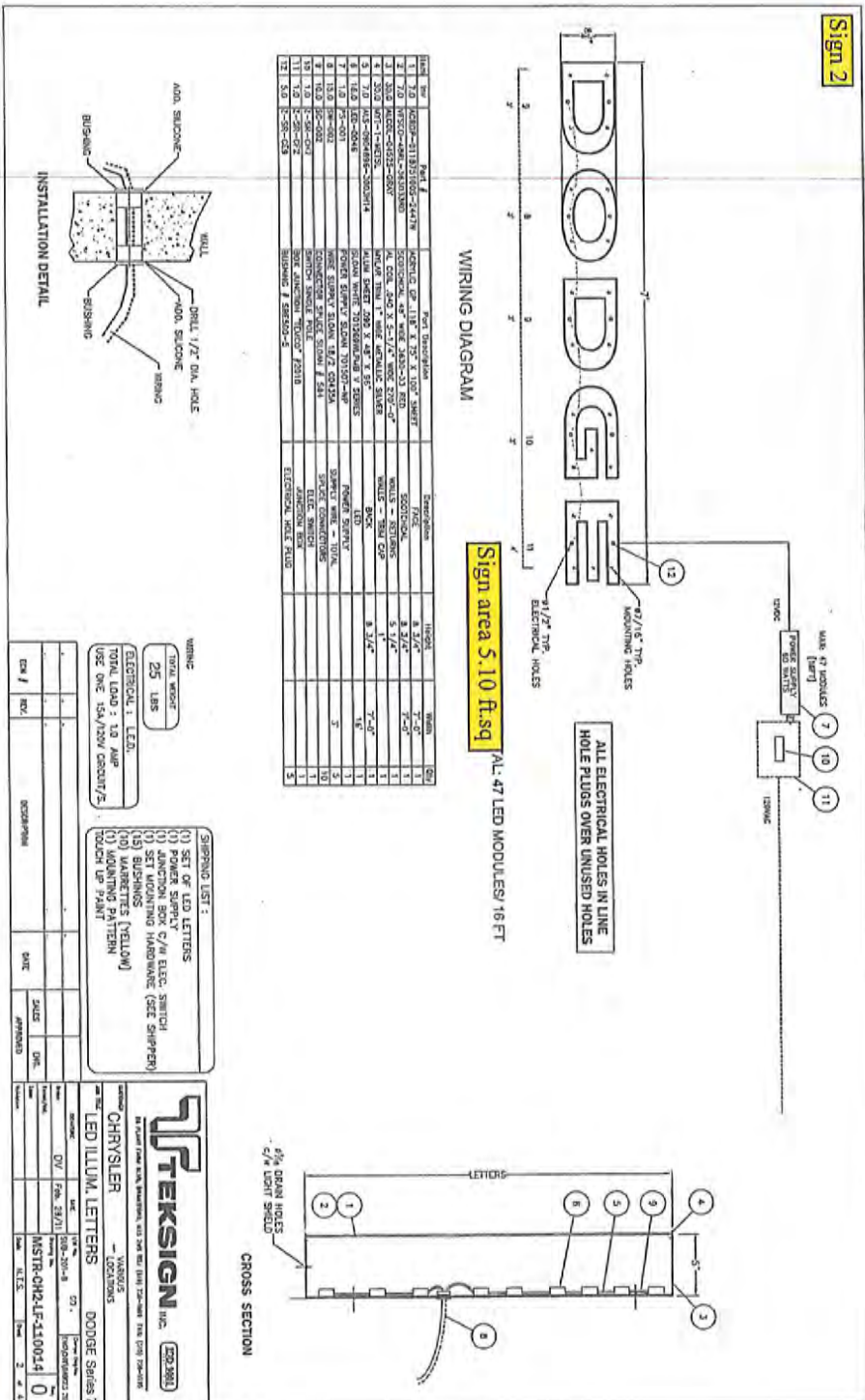
JTEKSIGN			
3333 Highway 240, Unit 101, Brampton, Ontario N5S 1M3			
800-969-5550			
Client Name:	CHRYSLER CANADA - CONVOX VALLEY	Estimate #:	03-0155
Address:	14571 HWY. 240, UNIT 101, BRAMPTON, ONT. N5S 1M3	Sheet:	9
Account Name:	CONVOX VALLEY	Client:	AS SHOWN
Accounting Dept:	MEDIA LEASING	Date:	JUN 25/12
<small>Illustrations and renderings are for informational purposes only. They are not to be used for construction without the written consent of JTEKSIGN. The actual appearance of the finished product may vary from the illustration and rendering.</small>			
Site:		Scale:	AS SHOWN
Author:		Date:	JUN 25/12
Reviser:		Date:	

RECEIVED
 SEP 19 2012
 CITY OF COURTESY



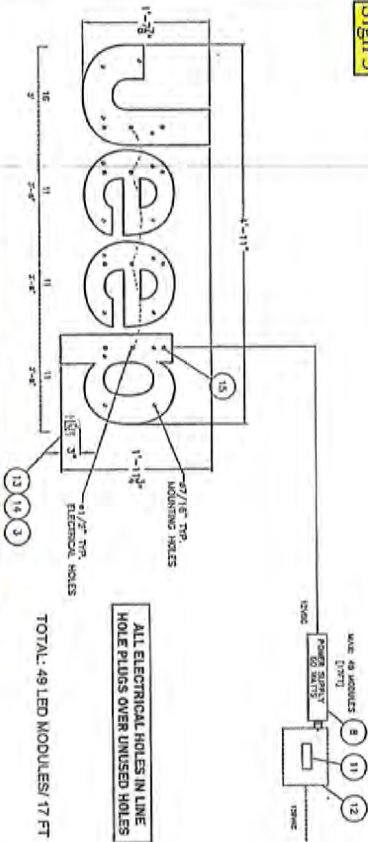
Sign 1

RECEIVED
SEP 19 2002
CITY OF LAS VEGAS



RECEIVED
SEP 19 2012
CITY OF COURTENAY

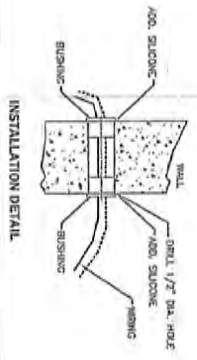
Sign 3



WIRING DIAGRAM

Sign Area: 8.11 ftsq

Item No.	Part Description	Quantity	Unit
1	LED SIGN - 17 FT X 1'-11" HIGH	1	UNIT
2	LED SIGN - 17 FT X 1'-11" HIGH	1	UNIT
3	LED SIGN - 17 FT X 1'-11" HIGH	1	UNIT
4	LED SIGN - 17 FT X 1'-11" HIGH	1	UNIT
5	LED SIGN - 17 FT X 1'-11" HIGH	1	UNIT
6	LED SIGN - 17 FT X 1'-11" HIGH	1	UNIT
7	LED SIGN - 17 FT X 1'-11" HIGH	1	UNIT
8	LED SIGN - 17 FT X 1'-11" HIGH	1	UNIT
9	LED SIGN - 17 FT X 1'-11" HIGH	1	UNIT
10	LED SIGN - 17 FT X 1'-11" HIGH	1	UNIT
11	LED SIGN - 17 FT X 1'-11" HIGH	1	UNIT
12	LED SIGN - 17 FT X 1'-11" HIGH	1	UNIT
13	LED SIGN - 17 FT X 1'-11" HIGH	1	UNIT
14	LED SIGN - 17 FT X 1'-11" HIGH	1	UNIT
15	LED SIGN - 17 FT X 1'-11" HIGH	1	UNIT



ITEM / NO.	DESCRIPTION	DATE	SALES	TOTAL

SHIPPING LIST:

- (1) SET OF LED LETTERS
- (1) POWER SUPPLY C/W ELEC. SWITCH
- (1) SET MOUNTING HARDWARE (SEE SHIPPER)
- (12) BUSHINGS
- (8) MARBLETTS [YELLOW]
- (1) MOUNTING PATTERN
- TOUCH UP PAINT

TOTAL WEIGHT: 52 LBS

ELECTRICAL: LED, 120V AC

TOTAL LUMENS: 100,000

SEE ONE 154/155/156 SHEETS/5

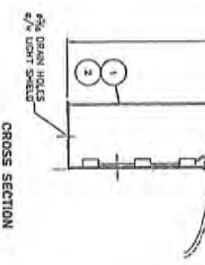
TEKSIGN INC. (200.2300)

30 CANTON ROAD, BOSTON, MA 02110

CHRYSLER LED ILLUM. LETTERS

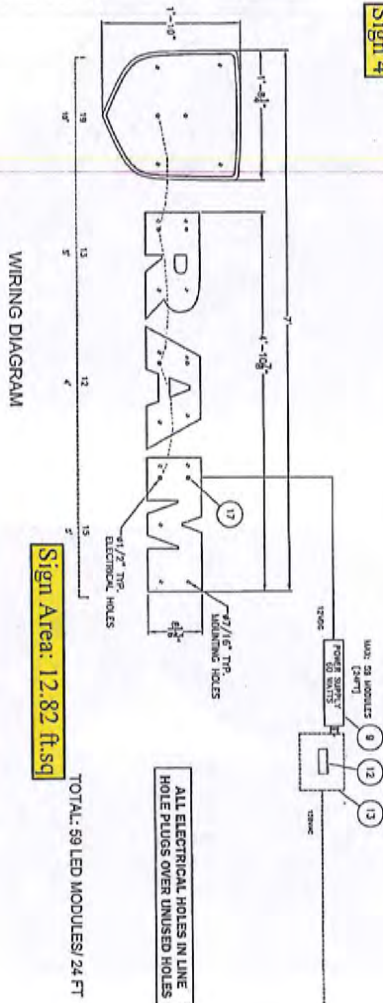
JECP Series 7

MASTRACH24F-110004 0

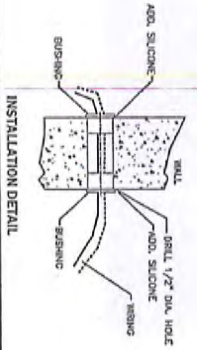


RECEIVED
SEP 19 2012

Sign 4



Part No.	Part #	Part Description	Description	Model	Width	Qty
1	720	MCR-01-181805-2418W	MCR-01-1818 X 24 X 100" SHEET	8.5/16"	4'-10 7/8"	1
2	720	MCR-01-181805-2418W	MCR-01-1818 X 24 X 100" SHEET	8.5/16"	4'-10 7/8"	1
3	720	MCR-01-181805-2418W	MCR-01-1818 X 24 X 100" SHEET	8.5/16"	4'-10 7/8"	1
4	720	MCR-01-181805-2418W	MCR-01-1818 X 24 X 100" SHEET	8.5/16"	4'-10 7/8"	1
5	720	MCR-01-181805-2418W	MCR-01-1818 X 24 X 100" SHEET	8.5/16"	4'-10 7/8"	1
6	720	MCR-01-181805-2418W	MCR-01-1818 X 24 X 100" SHEET	8.5/16"	4'-10 7/8"	1
7	720	MCR-01-181805-2418W	MCR-01-1818 X 24 X 100" SHEET	8.5/16"	4'-10 7/8"	1
8	720	MCR-01-181805-2418W	MCR-01-1818 X 24 X 100" SHEET	8.5/16"	4'-10 7/8"	1
9	720	MCR-01-181805-2418W	MCR-01-1818 X 24 X 100" SHEET	8.5/16"	4'-10 7/8"	1
10	720	MCR-01-181805-2418W	MCR-01-1818 X 24 X 100" SHEET	8.5/16"	4'-10 7/8"	1
11	720	MCR-01-181805-2418W	MCR-01-1818 X 24 X 100" SHEET	8.5/16"	4'-10 7/8"	1
12	720	MCR-01-181805-2418W	MCR-01-1818 X 24 X 100" SHEET	8.5/16"	4'-10 7/8"	1
13	720	MCR-01-181805-2418W	MCR-01-1818 X 24 X 100" SHEET	8.5/16"	4'-10 7/8"	1
14	720	MCR-01-181805-2418W	MCR-01-1818 X 24 X 100" SHEET	8.5/16"	4'-10 7/8"	1
15	720	MCR-01-181805-2418W	MCR-01-1818 X 24 X 100" SHEET	8.5/16"	4'-10 7/8"	1
16	720	MCR-01-181805-2418W	MCR-01-1818 X 24 X 100" SHEET	8.5/16"	4'-10 7/8"	1
17	720	MCR-01-181805-2418W	MCR-01-1818 X 24 X 100" SHEET	8.5/16"	4'-10 7/8"	1



TOTAL WEIGHT	
17 LBS	
REMARKS: 1. LED	
TOTAL LOAD: 1.0 AMP	
USE ONE 15A/200V CIRCUIT/S.	
EMP #	REV.
DESCRIPTION	DATE
SALES	ENG.
APPROVED	

TEKSIGN INC. (200.282)

LED ILLUM. LETTERS

CHRYSLEER

RAM Series 7

INST-02-LE-510004 0

SEP 19 2012

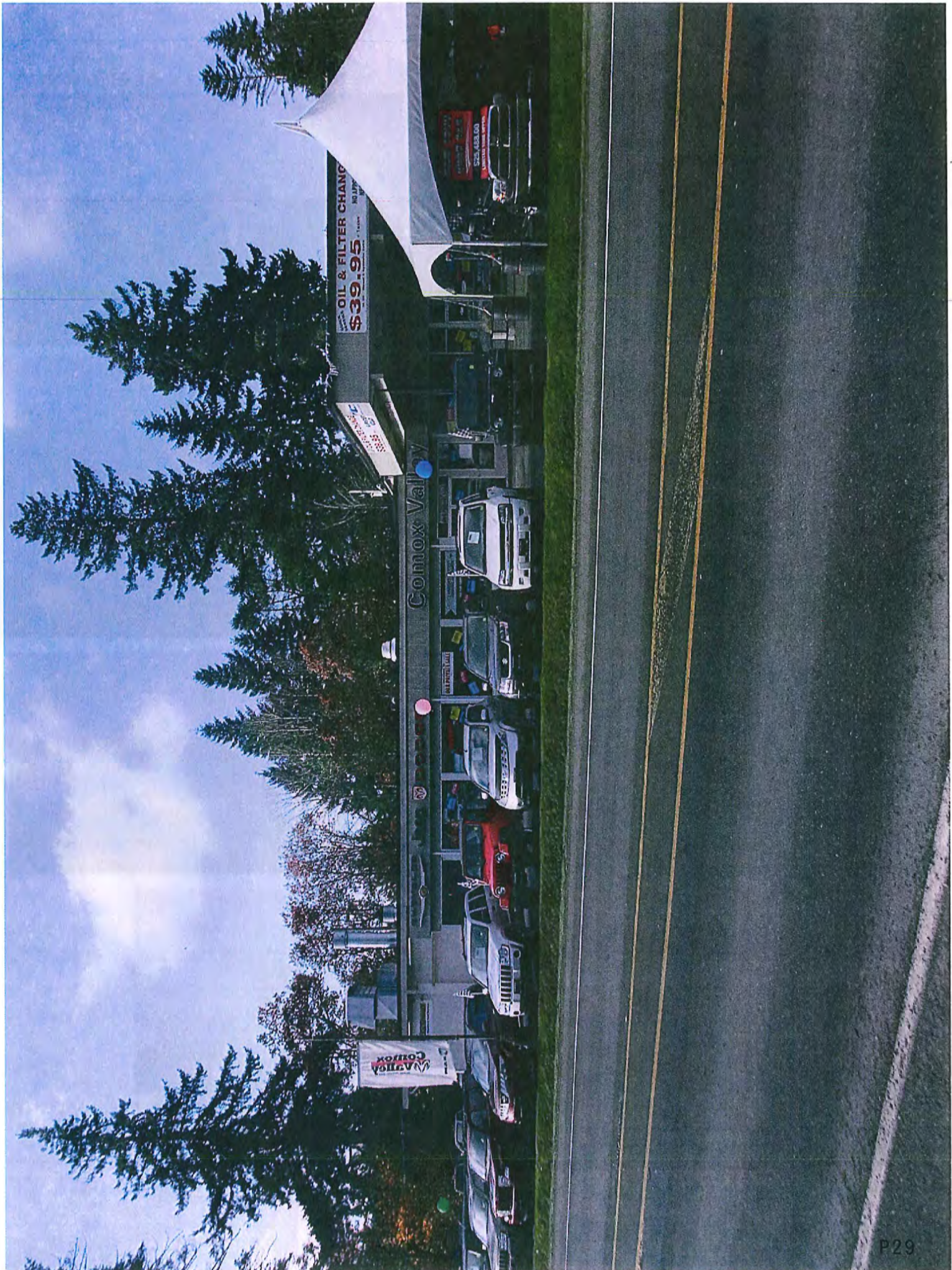
CITY OF COURTENAY



Figure 1: Subject property in 2009. Source: Google Earth.



Figures 2 -4: Current signage on subject property.



OIL & FILTER CHANGE
\$39.95

Comox Valley

Comox Valley



4

THE CORPORATION OF THE CITY OF COURTENAY

REPORT TO COUNCIL

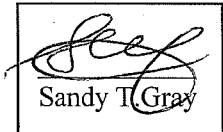
FROM: Director of Development Services
Manager of Engineering

FILE #: 2570-2012
DATE: October 30, 2012

SUBJECT: Erosion and Sediment Control By-law

C.A.O. COMMENTS/RECOMMENDATIONS:

That the recommendation of the Director of Development Services be accepted.



Sandy T. Gray

RECOMMENDATION:

That Council approve "Erosion and Sediment Control Bylaw No. 2570, 2012" and it proceed to first, second and third reading; and

That "Erosion and Sediment Control By-law No. 2570, 2012" along with a copy of this report be forwarded to the Ministry of Forests, Lands and Natural Resource Operations for filing in concurrence with the *Community Charter*.

PURPOSE:

The purpose of this report is to bring forward an Erosion and Sediment Control By-law for council's considerations. The proposed By-law has been developed over the last two years in consultation with CAVI (Convening for Action on Vancouver Island), Ministry of Forests, Lands and Natural Resource Operations, Department of Fisheries and Oceans, environmental companies, and stakeholders.

BACKGROUND:

The lack of, or ineffective, erosion and sediment control measures in construction activities can lead to the erosion of soils and hence the deposition and accumulations of sediment in the City drainage system and watercourses. Mitigating the effects of sediment once it has entered the City drainage system and aquatic environment is difficult, expensive, and labour intensive. Recent sustained development has resulted in an increased awareness of the effects of sediment-laden water. Regulatory agencies, such as DFO, are asking for improvements to our existing practices.

The proposed Erosion and Sediment Control By-law is a proactive approach that will:

1. Address Drainage Concerns and Environmental Impacts

The proposed By-law will reduce the amount of sediment discharged from construction activities and improve the City's drainage system, as well as meet environmental objectives.

Current construction practices have caused a build-up of sediment in the City drainage system which can reduce the capacity of the City storm drain system and subsequently, increase the cost of maintenance. The City currently spends a substantial amount of money each year in maintenance costs directly associated with the build-up of silt in our system at key locations on a reactive basis. In addition, sediment-laden waters are considered a deleterious substance pursuant to the Federal Fish Act. Since the City's storm drainage systems discharge to fish bearing waterways, the City has a responsibility to prevent sediment-laden water from being discharged to watercourses. The proposed By-law will reduce the cost of maintaining City drainage systems, improve storm water conveyance, protect our aquatic environment, and reduce potential liability.

2. Create a Level Playing Field for the Development Industry

Many developers recognize the opportunities for and importance of protecting our watersheds and are investing resources to provide adequate erosion and sediment control measures; however, not all developers are fully engaged and committed to this practice. A uniform approach to erosion and sediment control protection will assist in creating a balanced environmental and fiscal playing field.

3. Provide Clarification of Regulatory Compliance

Many of the existing Municipal regulatory tools have not been utilized in their entirety due to lack of clarity on what is required for erosion and sediment control. Currently, the Fill Placement and Soil Removal By-law, Building By-law and Tree Management and Protection By-law do not include a clear requirement of what is needed to effectively implement, monitor and enforce Erosion and Silt Control facilities. The proposed By-law will provide the opportunity to clarify the Erosion and Silt Control requirements and provide consistency.

DISCUSSION:

The new Erosion and Sediment Control By-law will act to limit the discharge of sediment and sediment-laden water from construction activities into the City drainage system. Adoption of the proposed By-law provides greater protection to our watercourses and clarifies roles and responsibilities of landowners, developers, builders, environmental professionals, and City staff in ensuring our environment is protected. The proposed By-law establishes an administrative framework for dealing effectively with erosion and sediment control concerns, utilizing current legislation, City policies, practices and procedures those are familiar to the public around the Comox Valley.

The proposed By-law would require all construction sites under 2000m² to implement compulsory measures to limit eroded soil from becoming a stormwater pollutant. These requirements are specified under Schedule "B" of the By-law and are also listed as a condition on all Building Permits used by the City; failure to abide by this By-law can impact the status of your Building Permit. Construction activities on sites under 2000m² that fail to meet the requirements of the best management practices (BMP's) may be subject to fines.

Sites that are 2000m² or greater in area **must** acquire an ESC Permit before any construction can begin. The ESC Permit process will establish a framework to ensure mandatory standards are applied to construction sites through ESC planning and management. Through the permit application process, the applicant is required to demonstrate that the following areas have been addressed:

- Detailed plan outlining the proposed best management practices (BMP's),

- Implementation schedule for the proposed ESC works,
- Delineation of ESC responsibilities for site personnel,
- Installation details for proposed ESC works,
- ESC maintenance requirements, and
- Site inspection and performance monitoring outline.

For sites larger than 2000m² a security deposit is required. The security deposit is made payable to the City of Courtenay in the amount of \$10,000 or 125% of the estimated cost for installation, maintenance, monitoring and removal of the ESC facilities as specified in the ESC Plan, whichever is greater.

Construction activities that start without a permit may be subject to fines.

Schedule of Next Steps:

Initial Council Report	<i>November 13th, 2012</i>
Developer Dialogue	<i>November/December 2012</i>
Notification City Webpage	<i>November 2012</i>
Review Bylaw	<i>December 2012</i>
Return to Council	<i>January 2013</i>

FINANCIAL IMPLICATIONS:

None.

STRATEGIC PLAN REFERENCE:

Environment and Parks

- Develop and implement environmental protection and enhancement plans that address both local and global environmental issues:

Water, Wastewater and Solid Waste

- 6(b) Ensure erosion and sedimentation issues are appropriately addressed in development in the City.

OCP SUSTAINABILITY REFERENCE:

Section 4.10 of the OCP speaks to the preservation and protection of the City's environmentally sensitive areas and river systems.

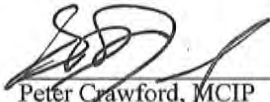
Section 6.4 of the OCP speaks to the protection of city infrastructure including storm drainage.

REGIONAL GROWTH STRATEGY REFERENCE:

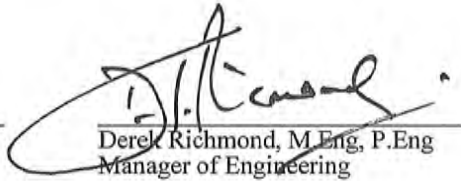
Goal 5

Objective 5-c: Stormwater is managed to preserve ecosystems and watershed health.

Respectfully submitted,



Peter Crawford, MCIP
Director of Development Services

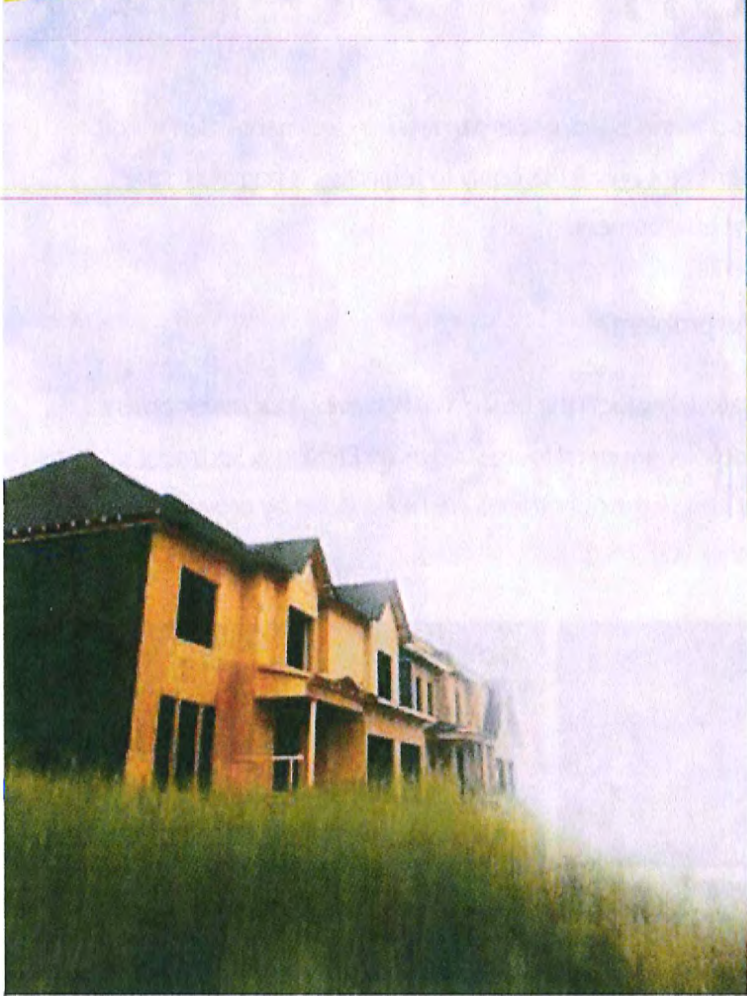


Derek Richmond, M.Eng, P.Eng
Manager of Engineering

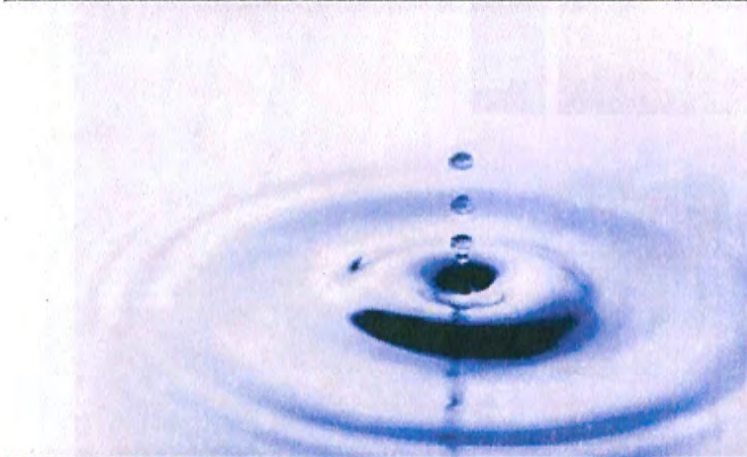


Allan Gornall, B.Sc
Sustainability Planner

G:\ADMIN\John Ward\REPORT\ESC Bylaw Council Report.docx



A Guide To Erosion and Sediment Control



City of Courtenay



Introduction

Lack of control on subdivisions and building lots can result in sediment-laden runoff entering the drainage system. Not only is this costly to remedy, it is harmful to the natural ecosystems and the environment.

How can we address the problem?

We need Guidelines to walk us through the process of achieving our development goals. To support the Guidelines, we need tools, such as an [Erosion & Sediment Control \(ESC\) By-Law](#), that ensure the right things are being done by providing legal means to enforce compliance with the law.



Fundamentals

The purpose of the [ESC By-law](#) is to minimize sediments entering the City's drainage system. To achieve this goal, the By-law restricts discharges from any sites, where construction activities may cause sediment or sediment-laden water to enter the City's drainage network. According to the Ministry of Environment, the recommended induced suspended sediment concentrations during clear flow periods and turbid flow periods should not exceed background levels by more than 25 mg/L or 8 NTU.

Enforcing the Discharge Limit

The ESC By-law requires the usage of an [ESC Plan](#), [Best Management Practices \(BMP's\)](#), an [inspection and maintenance program](#), and (where applicable) an [ESC Permit](#) to help regulate discharges from development sites.

The following sections will provide more insight into the requirements of the [ESC By-law](#).



Exposed soils and improper care of construction sites, result in increased erosion, sediment transport, and storm water runoff.

Did you know...

Sediments transported in site runoff enter streams and reduce light penetration through the water. As a result, there are fewer aquatic plants and bugs, which decrease habitat quality of the stream.



Runoff from development sites eventually end reaches the drainage system.

ESC Permit

Who needs a permit?

Depending on the size of the lot, developers and property owners may be required to acquire an ESC Permit before any construction can begin.

This requirement is now part of the [development permitting process](#).

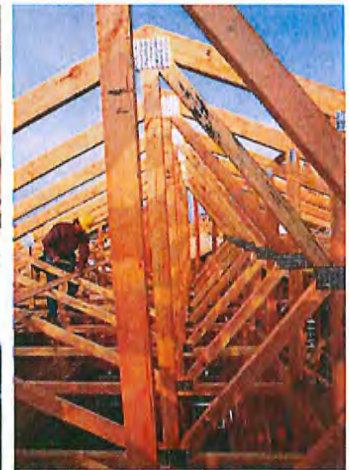
Sites Under 2000 m²

Construction sites under 2000 m² in area and not a part of a lot subdivision **do not require an ESC Permit**. However, developers and owners must satisfy several requirements, including:

- ❖ Creating an [ESC Plan](#), which must be submitted to the city as part of the development permit process made available to the City upon request
- ❖ Minimizing induced suspended sediment concentrations to 25 mg/L or less (Part II Section 1 of the ESC By-law)
- ❖ Signature of owner of agent acknowledging their understanding of the ESC Bylaw and the use of Best Management Practices (BMP's)

Did you know...

Once the ground cover [i.e., vegetation] has been removed from a site, it can produce up to 150 times more runoff than pre-construction levels.



ESC Permit

Sites 2000 m² or Larger

Sites 2000 m² or larger in area **must** acquire an ESC Permit before any construction can begin. To apply for a Permit, the following are needed:

- 1) A completed application form (provided in [Schedule "A" of the ESC By-law](#))
- 2) A non-refundable ESC Permit fee of \$400 (plus taxes)
- 3) Designation of an ESC Supervisor (see [Part I of the ESC By-law](#) for the definition of an ESC Supervisor)
- 4) A Confirmation of Commitment by the ESC Supervisor (provided in [Schedule "D" of the ESC By-law](#))
- 5) An ESC Plan (see [Part IV of the ESC By-law](#) for specific requirements)
 - ❖ An ESC Plan is a written document that describes the BMP's, ESC Measures, and inspection and maintenance program that will be used on the construction site
- 6) Security Deposit
 - ❖ Made payable to the City of Courtenay in the minimum amount of \$10 000 or 125% of the estimated cost for installation, maintenance, and removal of the ESC Facilities as specified in the ESC Plan, whichever the greater

The City will review the application and the appropriate documents once they are submitted. If the ESC Plan can ensure satisfactory ESC performance on the construction site, an ESC Permit will be issued and construction activities can start.



For more information on applying for an ESC Permit, please refer to Part III of the ESC By-law.



Best Management Practices

The ESC By-law requires all construction sites to implement Best Management Practices (BMP's) during construction. BMP's are industry-tested methods for erosion and sediment control. Through the reduction of sediment-laden stormwater, they can save developers and property owners from the financial burden of cleaning up the aftermath of construction activities as well as protecting the environment.

- ❖ Examples of BMP's for a lot development
- ❖ Examples for BMP's for a subdivision development



Examples of BMP's
(Clockwise from bottom left)
Covering stockpiles, sweeping the site, sediment fencing, and retaining existing vegetation are excellent BMP's.

For more examples of BMP's please see Schedule "B" of the ESC By-law and the Fisheries & Oceans Land Development Guidelines for Protection of Aquatic Habitat – 1993.

Inspecting & Monitoring



The ESC By-law requires an inspection and maintenance program for development sites to ensure the acceptable performance of ESC measures. Details of the program must be specified in the ESC Plan and include:

- ❖ Monitoring the water quality within site and any receiving waters up to 100 m outside of the construction site
- ❖ Inspecting and maintaining BMP's and ESC Measures to ensure that they remain effective in controlling the quality and quantity of runoff leaving a construction site

Inspections and monitoring must be performed weekly during construction and continue until substantial completion is achieved. Site must also be inspected after every significant rainfall event. The City must be notified immediately of any violations. Additionally, the City may perform its own inspections to ensure compliance with the ESC By-law.

Responsibility of the Inspection and Maintenance Program

Regardless of the size of construction sites, the responsibility of implementing an effective (ESC) program lies with the owners and homebuilders. While ESC Supervisors carry out the tasks of inspecting, monitoring, and reporting on sites 2000 m² and larger, they are not legally responsible for the program.

ESC Supervisors are required to make records of their inspections. These written records are then submitted to the City.

For more information on the responsibilities of the ESC Supervisor, please refer to Part V of the ESC By-law and *Monitoring & Reporting Requirements for ESC Permit*.

What is substantial completion?

Substantial completion means the stage of construction at which a minimum of 90% of all construction is complete (no exposed soils) and the land is ready for use.

What is a significant rainfall event?

Significant rainfall event is defined as any precipitation event that meets or exceeds the intensity of 20mm of total rainfall depth within a 24 hour period.

Responsibilities

Regardless of lot sizes, it is ultimately the responsibility of the developers or property owners to ensure that the [ESC By-law](#) is adhered to on the sites. Violation of the ESC By-law or the ESC Permit will result in the issuance of a Notice to Comply. Once the Notice is served, all construction has to cease except the work needed to restore compliance on the site. The City may also choose to fine violators for each day that an offence persists (see [Part VI of the ESC By-law](#) for more information on Offences and Enforcement).



Information

For more information on the ESC By-law, please see:

- ❖ Website link to ESC By-Law
- ❖ Schedule "A" – ESC Permit Application Form
- ❖ Schedule "D" – Confirmation of Commitment by ESC Supervisor
- ❖ ESC Permit Application Checklist
- ❖ Monitoring & Reporting Requirements for ESC Permit
- ❖ Fisheries & Oceans Land Development Guidelines for Protection of Aquatic Habitat - 1993
- ❖ CCME Ambient Water Quality Criteria for the Protection for Aquatic Life.



5

THE CORPORATION OF THE CITY OF COURTENAY

REPORT TO COUNCIL

FROM: Director of Legislative Services
Director of Development Services

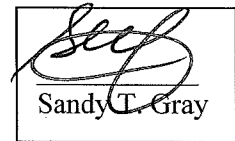
FILE #: 2250-20 Harbourview

DATE: November 8, 2012

SUBJECT: Encroachment Agreement – Harbourview Strata

C.A.O. COMMENTS/RECOMMENDATIONS:

That the recommendation of the Directors of Legislative and Development Services be accepted.



Sandy T. Gray

RECOMMENDATION:

That Council approve the attached encroachment agreement with Harbourview Strata Corporation (VIS 4120) for that portion of City Property shown in red on Schedule 'B' of *Attachment No. 3*; and

That the Mayor and Director of Legislative Services be authorized to execute all documentation relating to this agreement.

PURPOSE:

To enter into an agreement with Harbourview Strata for the use of City property for the purpose of a sign.

BACKGROUND:

Residents of Harbourview Strata approached the City requesting to relocate their development identification sign from the corner of 31st and Cliffe Avenue to the city boulevard on the north side of 31st Street. The reason for this request is that the sign support structure has deteriorated and the landscaping has matured decreasing the visibility of the sign.

A map and photos showing the subject property are contained in *Attachment No. 1*; information submitted by the applicant is contained in *Attachment No. 2*; a copy of the encroachment agreement is contained in *Attachment No. 3*.

DISCUSSION:

Staff have no objections to the proposed relocation of the freestanding sign. There are no City services located beneath the boulevard and maintenance of the landscaping in the boulevard is done by the Strata. As part of the encroachment agreement, the strata corporation is required to provide comprehensive general liability insurance for the duration of the encroachment agreement and to maintain the sign and surrounding area. While development identification signs

are expected to be located on private property, there are few opportunities for relocation of this sign on private land as the property has been fully developed. The relocation of the freestanding sign will have a positive impact on the streetscape allowing the vegetation to mature at the corner of 31st and Cliffe Ave and supporting the character of the boulevard in the proposed location.

FINANCIAL IMPLICATIONS:

N/A.

STRATEGIC PLAN REFERENCE:

N/A.

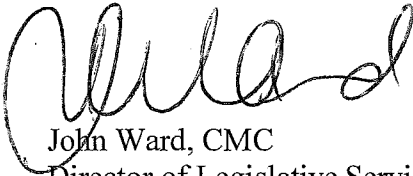
OCP SUSTAINABILITY REFERENCE:

N/A.

REGIONAL GROWTH STRATEGY REFERENCE:

N/A.

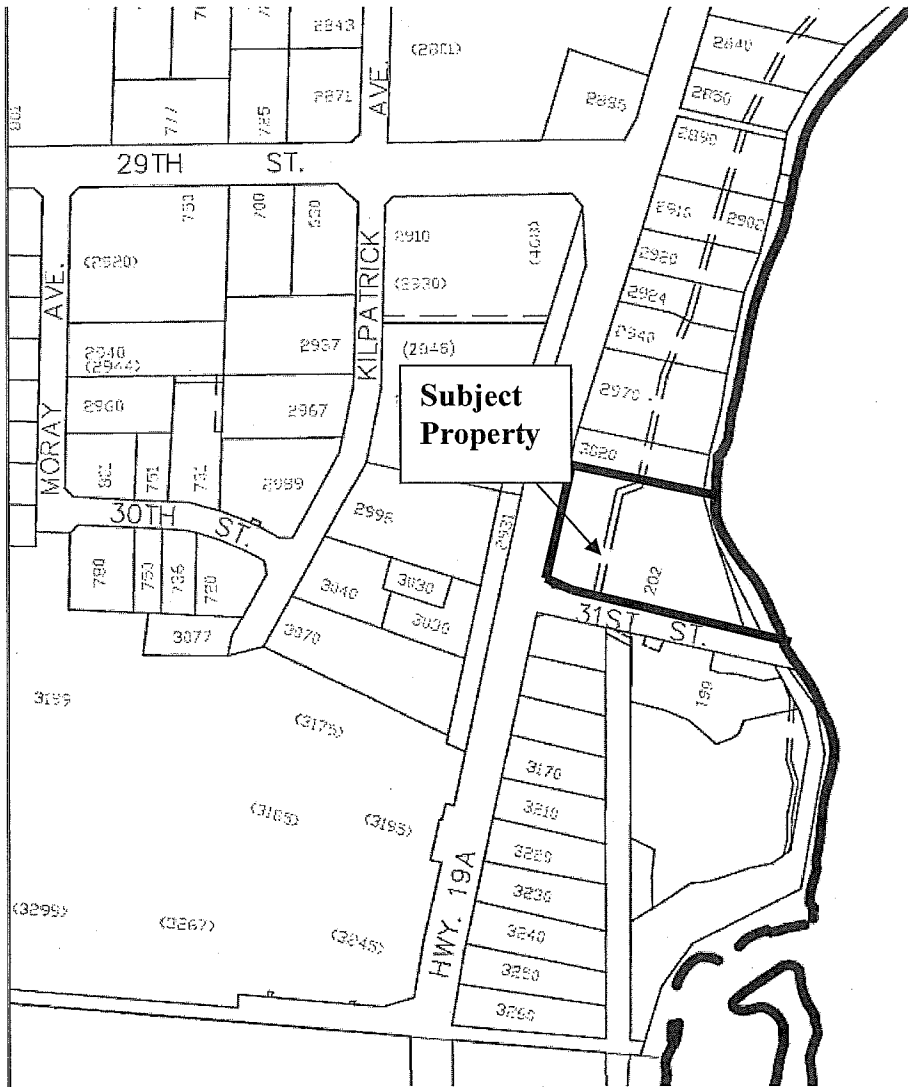
Respectfully submitted,



John Ward, CMC
Director of Legislative Services



Peter Crawford, MCIP
Director of Development Services



May 9, 2012

City of Courtenay
Municipal Office
830 Cliffe Ave
Courtenay, BC

To Whom It May Concern;

Harbour View Strata 31st St. Courtenay are requesting your permission to relocate our sign that was originally situated on the corner of 31st and Cliffe Avenue, to the centre of the strata property line on 31st.

We have spoken to John Allen and he personally has no objection to the relocation, but he did suggest that it would be in our best interest to contact City personnel who would have the authority to give written permission.

The reason for relocating our sign is that the support system that was there has since deteriorated and the landscaping has matured to where the sign is no longer visible. Our plan is to construct the sign at the new location similar to that of the one at the children's new park on the airpark walkway as we feel that construction is very appealing.

Please find enclosed three numbered photos and a diagram of the sign at it's previous location and one where we wish to relocate it.

We are prepared to complete this construction upon hearing from you.

We thank you and look forward to your reply.

Sincerely,



Robert Dickins
Harbour View Strata Council Member
250.703.0160
twodickins@aol.com
#160-202 31 St.
Courtenay, BC
V9N 9E2





Motion as presented and voted on at Harbourview Strata, VIS 4120

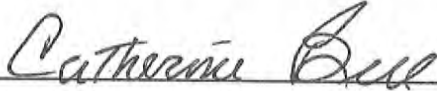




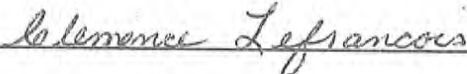
Council Meeting 30 October 2012.

"I move that the Harbourview Strata approve the terms and conditions contained in the attached Highways Encroachment Agreement as circulated, and that Strata President, Catherine Bell be authorized to sign same on behalf of Harbourview Strata."

Moved by: John Mayers

Seconded by: Bob Dickens

I approved the above motion and waive any requirements as to notice of same.

President	Catherine Bell	
Vice President	Bob Dickens	
Treasurer	Joe Vandenberg	
Secretary	James w Sharpe	
Recording Secretary	Cecile McDougall	
Member	Clemence LeFrancois	

HIGHWAY ENCROACHMENT AGREEMENT

THIS AGREEMENT made the day of , 2012.

BETWEEN:

THE CORPORATION OF CITY OF COURTENAY, a municipal corporation incorporated under the *Community Charter* and having an office at 830 Cliffe Avenue, Courtenay, B.C. V9N 2J7

("City")

OF THE FIRST PART

AND:

Harbour View Strata Corporation (VIS4120)

("Licensee")

OF THE SECOND PART

GIVEN THAT:

- A. The Licensee is the registered owner of common property of those lands and premises in the City of Courtenay legally described as:

Section 67, Comox District, Common Property Strata Plan VIS4120

("Lands");

- B. The Licensee has requested permission from the City to encroach upon lands the City possesses as highway for the benefit of the public; and
- C. The City may, pursuant to the *Community Charter*, permit an encroachment in respect of a highway that is vested in the municipality.

THIS AGREEMENT IS EVIDENCE that in consideration of the premises and covenants herein contained, and the sum of \$10.00 (Ten Dollars) now paid by the Licensee to the City, the receipt of which is hereby acknowledged by the City, the parties agree as follows:

1. **Permission to Encroach** - The City grants to the Licensee the non-exclusive license to encroach upon that portion of road allowance in the City which is shown outlined in red on the sketch attached as Schedule "A" to this Agreement ("Encroachment Area"), for the sole purposes to allow one (1) freestanding sign shown in Schedule "B" situated on the Lands to encroach upon the City's Lands ("Encroachment").
2. **Fee For Use** - The Licensee agrees to pay to the City, upon execution of this Agreement:
 - (a) an administrative fee of \$50.00;
3. **Term** - This Agreement shall be for a term of ten (10) years, commencing on August 1st, 2012 and terminating on July 31st, 2022 unless terminated sooner or unless extended pursuant to the terms of this Agreement ("Term").

4. **Acknowledgment of Highway** - The Licensee acknowledges and agrees that the Encroachment Area is a highway and that the City has limited power to authorize the private use of highways. The Licensee further acknowledges and agrees that any rights granted by the City to the Licensee by this Agreement are not exclusive and are subject to the public's right to pass and repass.
5. **Maintenance and Repair** - The Licensee must at all times keep and maintain the Encroachment and the Encroachment Area in good and sufficient repair to the satisfaction of the City, and must, without limitation, make all necessary repairs to the Encroachment Area in any way arising out of the use of the Encroachment Area by the Licensee.
6. **Indemnification** - The Licensee hereby indemnifies, releases and saves harmless the City at all times and from all losses, damages, actions, proceedings, claims, demands, costs, expenses, liabilities of any nature whatsoever, by whomsoever brought (including the Licensee) made or suffered, for which the City shall or may become liable, incur or suffer by reason of injury to person (including death) or damage to property or economic loss, arising directly or indirectly from any wrongful act, omission or negligence of the Licensee or anything done pursuant or ostensibly pursuant to this Agreement including without limitation the construction, maintenance and repair of the Encroachment.
7. **Notice** - Any notice required or allowed to be given under this Agreement shall be deemed to have been given to the party to whom it is addressed if it is mailed in British Columbia, in a prepaid envelope addressed to the address of the party as set out on page one (1) of this Agreement and any notice, demand or request so given shall be deemed to have been received and given five (5) days after the date of mailing. Alternatively, any notice under this Agreement may be delivered by hand and shall be deemed to be received upon the day of delivery.
8. **Termination** - The Licensee understands and agrees that the City may at any time, in its sole discretion, withdraw the rights it has granted herein to the Licensee by giving ninety (90) days notice to the Licensee in writing. In the event of such withdrawal, for any cause or reason whatsoever, the Licensee shall, at its own expense, within such time as may be specified by the City, remove the Encroachment and fill up any excavation made, constructed or maintained with respect to it, and otherwise restore the Encroachment Area to its original state to the satisfaction of the City.
9. **Removal of Encroachment by City** - If the Licensee fails to remove the Encroachment and restore the Encroachment Area as required under section 9, the City and its agents may remove all fixtures, chattels, improvements, personal property and all other things on the Encroachment Area and otherwise restore the Encroachment Area, on behalf of the Licensee and at the Licensee's expense, and all costs of such removal and restoration shall be a debt due and owing to the City by the Licensee upon receipt by the Licensee of the City's invoice. In performing the removal and restoration on behalf of the Licensee, the City shall have full access to the Lands, as it deems necessary, and may perform all works it deems necessary on the Lands in connection with the removal and repair of the Encroachment Area, and the

Licensee hereby grants a licence to access and perform works on and to the Lands to the City for these purposes.

10. **Sale of Land** - This Agreement must not be assigned and shall terminate upon any sale, transfer or alienation of the title to the Lands by the Licensee, such termination effective as of the date of the transfer, and all provisions relating to the removal of the Encroachment and restoration of the Encroachment Area shall apply, unless the transferee of the Lands enters into a satisfactory agreement on substantially the same terms as this Agreement with the City prior to the transfer date of the Lands.
11. **Compliance with Other Laws** - Nothing in this Agreement exempts the Licensee from complying with all applicable laws, including all municipal bylaws, or from obtaining all required permits and licenses relating to the use of the Encroachment Area or the Encroachment.
12. **Compensation** - Notwithstanding any provision of this Agreement, the Licensee shall not be entitled to compensation for injurious affection or disturbance resulting in any way from the removal of the Encroachment and, without limitation, shall not be entitled to business losses, loss of profit, loss of market value, relocation costs or other consequential loss by reason of the removal of the Encroachment or by reason of the termination of the Agreement.
13. **Liability Insurance** - At its expense, the Strata Council must provide and maintain throughout the Term:
 - (a) comprehensive general liability insurance to protect and indemnify itself and the City against claims for bodily injury, death, property damage, property loss, economic loss and other loss or damage occurring upon, in or about the Lands in an amount not less than TWO MILLION (\$2,000,000.00) DOLLARS per accident or occurrence or such greater amount as the City may stipulate from time to time; and
 - (b) property insurance against all risks, in a commercially prudent form, against loss or damage to any personal property located on the lands which insurance must be for replacement cost.

Those insurance policies must be in the standard form carried by the City, and approved through the City Representative. The policies must provide for 30 days notice to the City before cancellation and should a policy lapse or be cancelled, the City may, at the cost of the Society, place insurance as provided in this section.
14. **Certificate of Insurance** - Upon the City's written request from time to time, the Strata Council must furnish the City with a certificate or certificates of insurance as evidence that the insurance required by this Part is in force, including any insurance renewal policy or policies. If the Society fails to secure or maintain insurance as required by this Agreement, then the City will have the right, but not the duty or obligation, to secure and maintain such insurance and the Band must pay the cost thereof to the City on demand.
15. **Interest in Land** - This Agreement grants no interest in land in the Encroachment Area to the Licensee.

16. **Waiver** - Waiver of any default by either party shall not be deemed to be a waiver of any subsequent default.
17. **Interpretation** - Whenever the singular or masculine is used in this Agreement, the same is deemed to include the plural or feminine or the body politic or corporate as the context requires.
18. **References** - Every reference to each party is deemed to include the heirs, executors, administrators, permitted assigns, employees, servants, agents, contractors, officers, directors and invitees of such party, where the context so permits or requires.
19. **Enurement** - This Agreement shall enure to the benefit of and be binding on the parties and their respective successors and assigns.
20. **Severance** - If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.
21. **Assignment** - The Licensee shall not be entitled to transfer or assign this Agreement, in whole or in part, and shall not permit or suffer any other person to occupy the whole or any part of the Encroachment Area, without the written consent of the City.
22. **Entire Agreement** - The provisions herein contained constitute the entire agreement between the parties and supersede all previous communications, representations and agreements, whether verbal or written, between the parties with respect to the subject matter hereof.
23. **Time of Essence** - Time is of the essence of this Agreement.

AS EVIDENCE of their agreement to the above terms, the parties have executed this Agreement on the day and year first above written.

The Corporation of the **CITY OF COURTENAY**
by its authorized signatories:

Larry Jangula
Mayor

John Ward
Director of Legislative Services

EXECUTED in the presence of:

Name:

Address:

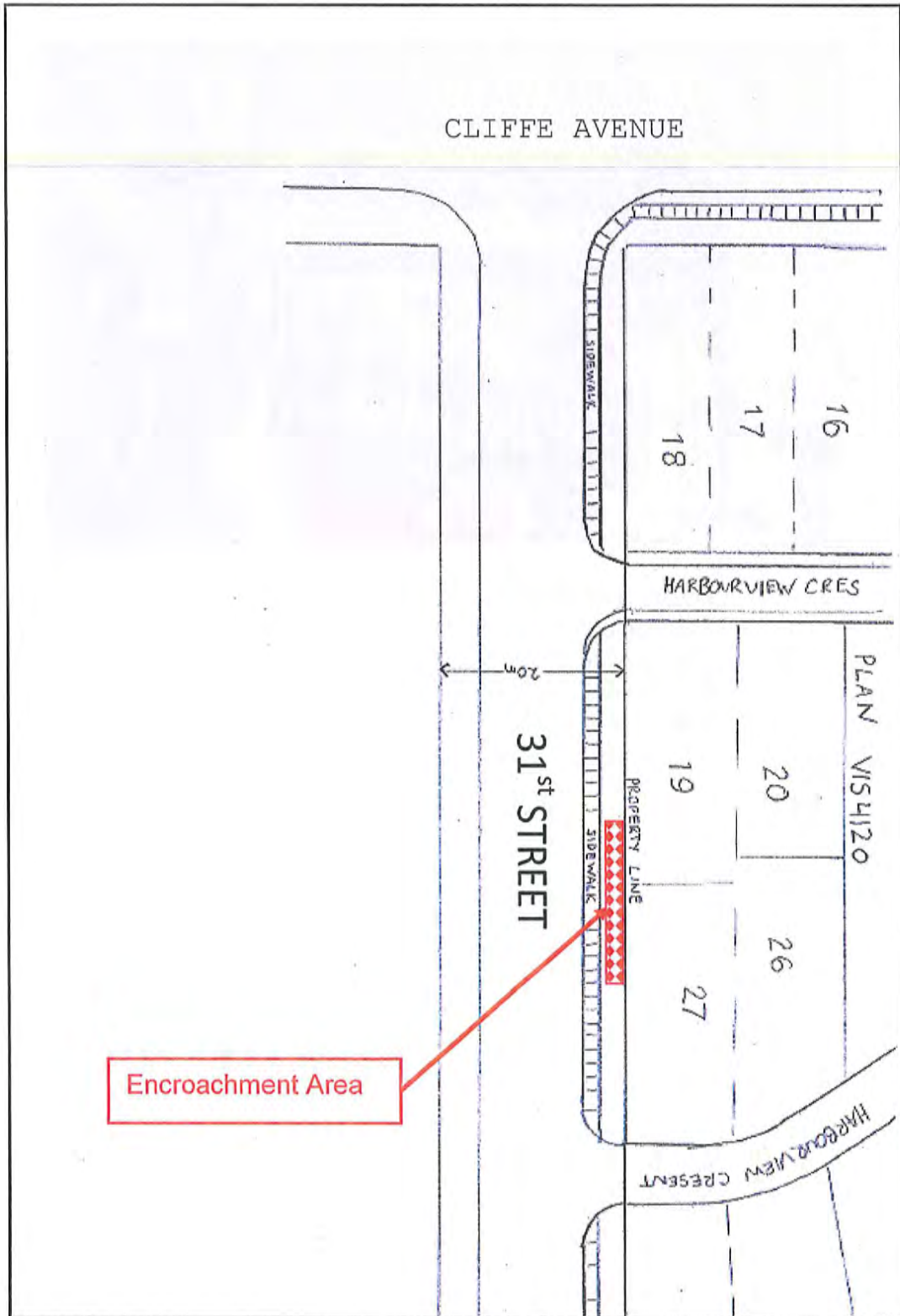
Occupation:

)
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Name
President or Signing Authority
Harbour View Strata Council

SCHEDULE "A"

Encroachment Area



SCHEDULE "B"

Freestanding Sign



Dimensions of sign:
Sign Support Structure
2.03 m wide
1.93 m tall
Sign Face
1.67 m wide
0.97 m tall

CITY OF COURTENAY

BYLAW REFERENCE FORM

BYLAW TITLE

Comox Valley Emergency Program Policy Agreement Repeal Bylaw No. 2729, 2012

REASON FOR BYLAW

To repeal Comox Valley Emergency Program Policy Agreement Bylaw No. 1883, 1996

STATUTORY AUTHORITY FOR BYLAW

Emergency Program Act and Community Charter.

OTHER APPROVALS REQUIRED

STAFF COMMENTS AND/OR REPORTS

As per report from the Director of Financial Services, this bylaw is no longer required.

OTHER PROCEDURES REQUIRED

November 6, 2012

J. Ward
Staff Member

THE CORPORATION OF THE CITY OF COURTENAY

BYLAW NO. 2729

A bylaw to repeal Bylaw No. 1883

The Council of the Corporation of the City of Courtenay in open meeting assembled enacts as follows:

CITATION

1. This bylaw may be cited for all purposes as “Comox Valley Emergency Program Policy Agreement Repeal Bylaw No. 2729, 2012”.

REPEAL

2. “Comox Valley Emergency Program Policy Agreement Bylaw No. 1883, 1996” is hereby repealed in its entirety.

Read a first time this 13th day of November, 2012

Read a second time this 13th day of November, 2012

Read a third time this 13th day of November, 2012

Finally passed and adopted this day of , 2012

Mayor

Director of Legislative Services

THE CORPORATION OF THE CITY OF COURTENAY

BYLAW NO. 1883

A bylaw to authorize the City of Courtenay to enter into an agreement with the Town of Comox, Village of Cumberland and the Regional District of Comox-Strathcona to jointly exercise powers conferred pursuant to the Emergency Program Act, R.S.B.C. 1993, Chapter 41

The Council of the Corporation of the City of Courtenay in open meeting assembled, enacts as follows:

1. Authorization to Enter into Agreement

The Council authorizes the City of Courtenay to enter into an Agreement with the Town of Comox, Village of Cumberland and the Regional District of Comox-Strathcona in order to establish the "Comox Valley Emergency Program" for the joint exercise of powers conferred on the municipalities and the Regional District by the Emergency Program Act, R.S.B.C. 1993, Chapter 41 (the "Act") as set out in the Agreement entitled "Comox Valley Emergency Program Policy Agreement" (the "Agreement") identified as Schedule "A" which is attached to and forms part of this bylaw.

2. Joint Powers

The powers conferred on the City of Courtenay by the "Act", are hereby authorized to be jointly exercised with the Town of Comox, Village of Cumberland and the Regional District of Comox-Strathcona in substantially the form of the "Agreement".

3. Execution of Documents

The Mayor and Municipal Clerk are authorized to execute any documents required to give effect to the intent of this bylaw.

4. Repeal

"Comox Valley Emergency Disaster Program Agreement Bylaw No. 1695, 1993" is hereby repealed.

5. Title

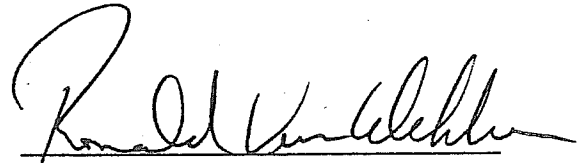
This bylaw may be cited as "Comox Valley Emergency Program Policy Agreement Bylaw No. 1883, 1996"

Read a first time this 8th day of January, 1996

Read a second time this 8th day of January, 1996

Read third time this 8th day of January, 1996

Finally passed and adopted this 22nd day of January, 1996



Mayor



Clerk

THE CORPORATION OF THE CITY OF COURTENAY

BYLAW NO. 2570

A bylaw is to ensure adequate protection of the City of Courtenay drainage system during any construction

WHEREAS Section 8(3)(j) of the *Community Charter*, S.B.C. 2003, c.26 authorizes Council to regulate, prohibit and impose requirements in relation to the protection of the natural environment;

AND WHEREAS Council deems it in the best interests of the environmental well-being of the community that the streams, creeks, waterways, watercourses, ditches, storm sewers and drains that make up the drainage system are protected from pollution, obstructions, sediment, and sediment laden water;

NOW THEREFORE the Council of the City of Courtenay in open meeting assembled, enacts as follows:

This By-law may be cited as "Erosion and Sediment Control Bylaw No. 2570, 2012".

1. Definitions

In this Bylaw, unless the context otherwise requires, the following words shall have the meanings described:

"City" means the City of Courtenay.

"City Engineer" means the officer appointed by Council as head of the Operational Services Department, or his authorized representative.

"Civil Construction" means all works and services as specified in the executed servicing agreement.

"Construction" means clearing, grubbing, excavating, grading, *Civil Construction*, and any activity which might cause *Sediment* or *Sediment Laden Water* to discharge into the *Drainage System* including but not limited to soil deposition or removal, agriculture, land development, construction or repair of any services or utilities, anything constructed, altered, repaired, in or under land.

"Developer" means any *Person* representing the *Owner*, by designation or contract in writing satisfactory to the *City*, if any, of *Land* for which an application for *ESC Permit* is made.

"Discharge" means the volume of water that passes through a given cross section per unit time.

“Drainage System” means all rivers, streams, creeks, waterways, watercourses, ditches, channels, drainage works, and drains located in the *City* on private or public property, by which surface or ground water or any other liquid are conveyed.

“ESC” means Erosion and Sediment Control.

“ESC Facilities” means all erosion and sediment control works, measures, facilities and methods constructed or installed to reduce the likelihood of *Sediment* and *Sediment-Laden Water* reaching the *Drainage System* during all stages of *Construction*.

“ESC Permit” means the erosion and sediment control permit issued by the City to the *Owner* and /or *Developer* pursuant to the terms and conditions of this Bylaw.

“ESC Plan” means the erosion and sediment control plan specified in Part 4 of this Bylaw.

“ESC Supervisor” means an engineer, biologist, geoscientist, applied scientist, or technologist who is registered and in good standing in British Columbia with a professional organization constituted under an Act, acting under that association’s code of ethics and subject to disciplinary action by that association, and who is trained in designing and implementing *ESC Plans*, and who is responsible for inspecting, monitoring and reporting on the *ESC Facilities* constructed and installed pursuant to the *ESC Plan*.

“Guidelines” means the 1993 (or most current) edition of the document entitled “Land Development Guidelines for the Protection of Aquatic Habitat”, co-published by the Ministry of Environment, Lands and Parks and the Department of Fisheries and Oceans Canada, as amended.

“Land” means land, with or without improvements so affixed to the land as to make them in fact and law a part of it.

“Maintenance Stage” means the one year period following the date of issuance of the certificate of completion issued by the *City* in accordance with the Subdivision Control Bylaw No. 1401, 1986., as amended, where the *Owner* and/or *Developer* is responsible for the maintenance and upkeep of *Civil Construction*.

“Notice to Comply” means a written method of issuing a violation pursuant to the Bylaw or *ESC Permit*.

“Owner” means a *Person* registered in the records of the Land Title Office as the fee simple owner of *Land*.

“Person Responsible” means any person, *Owner*, *Developer*, contractor, occupant, leaseholder, where construction occurs pursuant to the *ESC Permit*.

“Person” means an individual, association, corporation, firm, body politic, co-partnership, or similar organization and their heirs, executors, successors and assigns or other legal representatives, whether acting alone or by a servant, agent or employee.

“Professional Engineer” means a *Person* who is registered or licensed as a Professional Engineer under the *Engineers and Geoscientists Act*, R.S.B.C. 1996, c. 116, as amended, in the province of British Columbia.

“Sediment or Sediment Laden Water” means any sediment, rock, gravel, sand, soil, silt, clay, earth, *Construction* or excavation wastes, or other substances whether or not suspended in water.

“Significant Rainfall Event” means any precipitation event which meets or exceeds the intensity of 20mm of total rainfall depth in a 24 hour period as recorded by the *City’s* monitoring station – see “15n”.

“Substantial Completion” means the stage of *Construction* at which a minimum of 90% of all construction is complete and the land is ready for use and is being used for the purpose intended. No soils are exposed and required vegetation has been established.

“TSS” means total suspended solids measured in milligrams per litre, determined as non-filterable residue (1.5 micron filter) weighed in dry conditions.

2. Prohibitions

- 2.1 No person shall cause, or permit another person to cause Sediment or Sediment-Laden water to discharge into the drainage system greater than 75 milligrams per litre of TSS (40 NTU) or as otherwise specified in the approved ESC Plan.
- 2.2 No person responsible pursuant to an ESC Permit shall cause Sediment or Sediment-Laden Water to be discharged greater than the TSS amount specified in the approved ESC Plan.

3. ESC Permits

- 3.1 All construction on land of less than 2000m² shall comply with Section 2.1 and utilize the best management practices for erosion and sediment control, attached hereto in Schedule “B”. Land that falls into this category must be signed off by the person responsible acknowledging their understanding of the ESC Bylaw and its implications to protect the environment and City infrastructure.
- 3.2 All applications for proposed construction on land of 2000m² or larger shall be submitted with a complete ESC Permit application to the City. No construction shall occur until the City has issued an ESC Permit.
- 3.3 An application for an ESC Permit must:
 - (a) Be made in the form set out in Schedule “A” of this Bylaw;

- (b) Be signed by the owner and developer;
- (c) Have attached an ESC Plan;
- (d) Name and ESC supervisor as identified in the Letter of Undertaking attached hereto as Schedule "D";
- (e) Include a non-refundable fee as specified in the City of Courtenay Fees and Charges Bylaw, No 1673, 1992 as amended; and
- (f) Include a security deposit in cash, certified cheque, or an irrevocable Letter of Credit drawn on a Canadian chartered bank and payable to the City, for a term of at least one (1) year, in the minimum amount of \$10,000 or 125% of the estimated cost for the installation, maintenance, monitoring and removal of the ESC Facilities as specified in the approved ESC Plan, whichever the greater, or as determined by the City Engineer.

3.4 An ESC Permit application may be waived by the City Engineer considering but not limiting to the following factors:

- (a) Construction timing and schedule;
- (b) The size of a proposed building or structure;
- (c) Soil conditions;
- (d) Existing ground cover (trees, gravel, etc.);
- (e) Topographical conditions; and
- (f) Location of proposed construction with respect to the perimeter of the land or proximity to drainage system.

An ESC Permit application that is waived shall still utilize the best management practices for erosion and sediment control, attached hereto in Schedule "B", and shall meet the requirements in Part II, Section I.

- 3.5 The ESC Permit will be valid for a minimum of one year following the date of issuance, and will expire upon substantial completion.
- 3.6 Subject to Section 6.9, the security deposit submitted with the ESC Permit application is to secure the full and proper compliance with the provisions of the ESC Permit and of this Bylaw. In the event that the Owner, Developer and/or Person Responsible have not complied with the provisions of this Bylaw or fulfilled all the terms and conditions expressed in the ESC Permit, the necessary funds from the security deposit may be drawn down at the City's option and the money used either by the City or its agents to protect the Drainage System from Sediment or Sediment-Laden Water in adherence with the terms and conditions of this Bylaw. Notwithstanding, the City is under no obligation to initiate or complete remedial works in or under the land.
- 3.7 If the amount of the security deposit is insufficient for the City to complete the ESC Facilities, the Owner and Developer jointly and severally will pay any deficiency to the City on demand.
- 3.8 When the Owner, Developer and Person Responsible complies with the provisions of this Bylaw and fulfills the terms and conditions expressed in the

ESC Permit, the City will return the security deposit at such a time as the construction has reached substantial completion and the ESC Facilities have been removed to the acceptance of the City Engineer.

- 3.9 The security deposit may be reduced by the City Engineer by a maximum amount of 50% from time to time after the civil construction is complete, provided that the installed ESC Facilities comply with the ESC Plan. It is the responsibility of the owner and/or developer to provide satisfactory proof to the City Engineer that the ESC Facilities comply with the ESC Plan.
- 3.10 For construction that does not reach Substantial Completion at the end of a maintenance stage, the security deposit shall be released provided that the ESC Facilities comply with the ESC Plan and individual land siltation controls are in place to the acceptance of the City Engineer.

4. ESC Plan

- 4.1 The ESC Facilities and ESC Plan must be designed in accordance with the Guidelines, best management practices for erosion and sediment control as attached hereto in Schedule "B", and in accordance with Section 4.3.
- 4.2 The ESC Plan must be designed, signed, and sealed by either a Professional Engineer or Architect and reviewed and signed by the appointed ESC Supervisor.
- 4.3 The ESC Plan submitted must include, at a minimum, the following:
 - (a) Three stage silt plan (Clearing and Grubbing, Construction, and through to Substantial Completion) measures for erosion and sediment control during the three stages and timing of implementation.
 - (b) The designed sediment discharge limit as specified under the City sediment control policy;
 - (c) Pond deactivation methodology, (if required);
 - (d) Lot line(s) and other legal designations of the subject Land(s)
 - (e) Location(s) of any existing underground services, as well as any proposed connections to existing services from the Land;
 - (f) Location(s) of any existing drainage infrastructure and the proposed measures to protect it;
 - (g) Location(s) of any existing and proposed watercourses, ditches, swales or any other body of water within 50m of the Land boundaries, along with the proposed protection measures;
 - (h) Location(s) of any existing/proposed buildings, including residential buildings or ancillary buildings or structures;
 - (i) Existing and proposed contours and relevant spot elevations;
 - (j) Proposed access locations to the Land;
 - (k) Wheel wash facilities (if require);
 - (l) Proposed ESC Facilities to be implemented on site, which shall include source controls as the primary method of erosion and sediment control;

- (m) Proposed methods to restore disturbed areas following the completion of construction;
- (n) The location of the City rain gauge to be used for rainfall intensity monitoring (<http://www.courtenay.ca/weather.aspx>)
- (o) Any and all other details pertaining to the proposed Construction, describing how the ESC Facility will meet the Guidelines;
- (p) ESC Supervisor monitoring, inspecting, and reporting program in accordance to the City's sediment control policy; and
- (q) Provide a detailed cost estimate for the installation, maintenance, monitoring and removal of the ESC Facilities.

4.4 When the City Engineer is satisfied with the ESC Plan and all provisions of this Bylaw have been complied with, the City Engineer may issue an ESC Permit by approving an ESC Permit application with such specific terms and conditions attached thereto as are reasonably necessary to reduce the likelihood of Sediment and Sediment-Laden Water reaching the Drainage System.

4.5 It is the responsibility of the Person Responsible to ensure that all ESC Facilities described in the ESC Plan are constructed, implemented, installed and maintained for the duration of Construction until Substantial Completion.

5. Monitoring and Reporting

5.1 The ESC Supervisor is responsible for inspecting and monitoring the ESC Facilities including reporting requirements as set out hereto in Schedule "C" and the approved ESC Plan.

5.2 The ESC Supervisor is responsible for immediately notifying the City of termination or when an infraction occurs pursuant to this Bylaw or ESC Permit.

5.3 A waterproof copy of any issued ESC Permit must be posted in a location visible from outside the Construction on the land and for the duration of the Construction. In addition, the sign shall clearly state the name and phone number of the appointed ESC Supervisor and the City Municipal Office.

6. Offences, Penalties and Enforcement

6.1 The City Engineer, a designated staff from the City, or any City Bylaw Enforcement Officer may enter upon any Land to carry out field measurements and conduct inspections as are reasonably necessary to ascertain whether there is compliance with the provisions of this Bylaw or an ESC Permit issued pursuant to this Bylaw.

6.2 Upon field measurements, or ESC Facilities inspection where the Owner and/or Developer has failed to maintain the validity of the ESC Permit or meet the provisions of this Bylaw, the City Engineer, a designated staff from the City or any City Bylaw Enforcement Officer may serve on the Owner, Developer or ESC Supervisor a *Notice to Comply*, which requires the Owner and/or Developer to

remedy the noncompliance within 24 hours. If, in the opinion of the City Engineer, special circumstances exist, the non-compliance shall be remedied on a date the City Engineer considers reasonable given the circumstances.

Following an issuance of a *Notice to Comply*, all Construction on the Land shall cease except for those works necessary to achieve compliance.

If the requirements in this section are not complied with, the Bylaw Enforcement Officer or City Engineer may issue a Municipal Ticket (MTI). The MTI fine is specified in Schedule "E".

6.3 The *Notice to Comply* must be served on the Person Responsible and/or the named ESC Supervisor by:

- (a) Personal service; or
- (b) Return registered mail to the address of the Person Responsible and/or ESC Supervisor of the ESC Permit as it appears on the ESC permit application. The *Notice to Comply* is deemed to have been served on the third day after mailing.

6.4 This Bylaw is designated under Section 264 of the *Community Charter* as a bylaw that may be enforced by means of a Municipal Ticket Information in the form prescribed.

6.5 The Bylaw Enforcement Officer or designate and the City Engineer or designate are designated to enforce this bylaw by means of a Municipal Ticket Information under Section 264 of the *Community Charter*.

6.6 The words or expressions listed in Schedule "E" in the 'description' column are authorized to be used on a ticket issued under Section 264 of the *Community Charter* to designate an offence against the respective section of this bylaw appearing opposite in the section column.

The amounts appearing in the MTI fine column are the fines set pursuant to Section 264 of the *Community Charter* for contravention of the respective section of the Bylaw appearing opposite in the section column.

6.7 Every person who suffers or permits any act or thing to be done or who neglects to do or refrains from doing anything required to be done by this Bylaw, and thereby violates any provision of this Bylaw, is guilty of an offense punishable on summary conviction and shall be liable to the maximum penalties that may be imposed pursuant to the *Offence Act* for each and every offence, and each day that an offence continues shall constitute a separate offence against this bylaw.

6.8 The City may notify the Department of Fisheries and Oceans Canada and the British Columbia Ministry of Environment of the issuance of any *Notice to Comply*.

- 6.9 If the Person Responsible fails to comply with the *Notice to Comply*, the City may, notwithstanding Section 3.6, utilize all or part of the security deposit to take whatever action the City deems necessary to protect the Drainage System. The City may concurrently pursue any other legal remedy it may believe is necessary including issuing violation tickets.
- 6.10 Prosecution of the Owner and/or Developer pursuant to Section 6.7 of this Bylaw does not exempt the Owner and/or Developer from remedying the noncompliance with 24 hours or as set out in the *Notice to Comply*.

7. General Provisions

- 7.1 In the event that any particular provision or part of a provision of this Bylaw is found to be invalid or unenforceable, it shall be severed and the validity of the remaining provisions shall not be affected.
- 7.2 The schedules attached to this Bylaw shall be deemed to be an integral part of this Bylaw and enforceable as part of this Bylaw.
- 7.3 In this Bylaw, wherever the singular or the masculine is used, the same shall be construed as meaning the plural or feminine or body corporate or politic where the context or the parties hereto so require.

Read a first time this 13th day of November, 2012.

Read a first time this 13th day of November, 2012.

Read a first time this 13th day of November, 2012.

Finally passed and adopted this day of , 2012

Filed with the Ministry of Forests, Lands and Natural Resources Operations – Concurrent Authority Section 9 (1)(e)(ii) of the *Community Charter* on , 2012

Mayor

Director of Legislative Services

**SCHEDULE "A" ENGINEERING DEPARTMENT Forming part of
Erosion and Sediment Control By-law 2570-2012**

EROSION AND SEDIMENT CONTROL PERMIT APPLICATION

Part 1. LAND OWNER

Name:

Address:

Telephone:

Part 2. DEVELOPER

Name:

Address:

Telephone:

Part 3. EROSION AND SEDIMENT CONTROL SUPERVISOR

Name:

Address:

Telephone:

Part 4. IDENTIFICATION OF LAND WHERE CONSTRUCTION WILL OCCUR

Civic Address:

Legal
Description:

Size of Land (approximate area)
Parcel:

Expected Start date: ___/___/___

Expected Finish date: ___/___/___

(boxes must be ✓ checked before submission)

- ESC Plan is attached which conforms to the City's drafting standards and includes the minimum requirements as set out on the reverse of this application.
- Confirmation of Commitment by ESC Supervisor is attached and signed by the ESC Supervisor.
- Non-refundable fee paid.
- Security Deposit paid by cash cheque, or letter of credit

I hereby declare that the above information is correct and true as well as all information provided on the ESC Plan attached and submitted herewith. I guarantee to construct the ESC Facilities in accordance with the ESC Plan. I am aware of the provisions of the Erosion and Sediment Control By-law, and I will abide by all applicable provisions of said By-law and such other terms and conditions as may be imposed under this application for an ESC Permit.

Dated _____

Signature of Land Owner _____

Signature of the Person Responsible _____

Office Use Only

ISSUED BY THE CITY on _____ by _____

PERMIT NO. _____ (Authorized Signatory of City)

REVERSE OF EROSION AND SEDIMENT CONTROL PERMIT APPLICATION

The ESC Plan must be prepared, signed, and sealed, by a Professional Engineer, and reviewed and signed by the appointed ESC Supervisor.

The ESC Plan must conform to the City of COURTENAY's drafting standards and must include, at a minimum, the following information:

- (a) Three stage silt plan (Clearing and Grubbing, Construction, and Maintenance Period), measures for Erosion and Sediment Control during the three stages, and timing of implementation;
- (b) The designed sediment discharge limit as specified under the sediment control policy;
- (c) Pond deactivation methodology; (if required);
- (d) Property line(s) and other legal designations of the subject property or properties;
- (e) Location(s) of any existing underground services, as well as any proposed connections to existing services from the site;
- (f) Location(s) of any existing drainage infrastructure and the proposed measures to protect it;
- (g) Location(s) of any existing watercourses, ditches, swales or any other body of water within 50m of the site boundaries, along with the proposed protection measures;
- (h) Location(s) of any existing/proposed buildings or ancillary buildings or structures;
- (i) Existing and proposed contours and relevant spot elevations;
- (j) Proposed site access locations;
- (k) Wheel wash facilities, (if required);
- (l) Proposed ESC Facilities to be implemented on site, which shall include source controls as the primary method of ESC;
- (m) Proposed methods to restore disturbed areas following the completion of construction;
- (n) The location of the City rain gauge to be used for rainfall intensity calculation; (<http://www.courtenay.ca/weather.aspx>)
- (o) Any and all other details pertaining to the proposed Construction, describing how the ESC Facility discharge will adhere to the Guidelines;
- (p) ESC Supervisor monitoring, inspecting, and reporting program, in accordance to the City's sediment control policy; and
- (q) Provide a detailed cost estimate for the installation, maintenance, monitoring and removal of the ESC Facilities.

All ESC Facilities must be designed in accordance with the 1993 edition of the document entitled "Land Development Guidelines for the Protection of Aquatic Habitat", co-published by the Ministry of Environment, Lands and Parks and the Department of Fisheries and Oceans Canada, as amended, and best management practices as approved by the City Engineer, to limit the amount of Sediment and Sediment-Laden Water discharged into the Drainage System.

SCHEDULE "B"

Forming part of Erosion and Sediment Control By-law 2570-2012

EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES

As part of the City's effort to control sediment discharge from construction sites, Persons will be expected to adhere to best management practices (BMPs) including but not limited to the ones outlined below:

- (a) Retain existing vegetation and ground cover where possible;
- (b) Restrict vehicle access and utilize wheel wash pads at access points;
- (c) Install silt fencing around stockpiles and at the toe of disturbed slopes;
- (d) Completely cover temporary stockpiles or spoiled material with polyethylene or tarps and surround with silt fence;
- (e) Install and maintain filter fabric bags around any catch basins, lawn basins, exposed manholes or any other open storm sewer access points collecting runoff from the building site;
- (f) Divert runoff away from cleared areas by use of low berms;
- (g) Convey surface runoff through swales designed to minimize flow velocity and erosion while maximizing settling;
- (h) As a priority, collect runoff into suitable sediment settling facility or facilities prior to discharge off-site;
- (i) Unless deemed unnecessary, a sediment pond should be designed, installed and maintained according to the Land Development Guidelines for the Protection of Aquatic Habitat;
- (j) Keep all sand, gravel, spoiled material and concrete mix off of all hard and paved surfaces;
- (k) During excavation, holes requiring dewatering should be pumped to a vegetated area or suitable settling facility which will prevent sediment-laden water from accessing the Drainage System. SPEAS (Streamside Protection & Enhancement Areas), as per Riparian Area Regulations, are not suitable areas into which water may be pumped;
- (l) Regularly sweep roads; and
- (m) Re-vegetate, cover or mulch disturbed areas as soon as practically possible.

Signature of Person Responsible acknowledging their understanding of the ESC Bylaw and the best management practices (BMP's) listed above and their implications to protect the environment.

Signature

Date

SCHEDULE "C"

Forming part of Erosion and Sediment Control By-law 2570-2012

DETAILS OF THE INSPECTING, MONITORING, AND REPORTING REQUIREMENTS OF THE ESC SUPERVISOR REQUIRED FOR CONSTRUCTION ON LAND GREATER THAN 2000m²

Inspecting, Monitoring, and Reporting

Inspecting, Monitoring and Reporting intervals will be specified in the approved ESC Plan.

Inspecting

The ESC Supervisor shall conduct inspection reports for each site visit in a logbook which shall contain the following minimum information:

- (a) Water turbidity levels;
- (b) TSS concentrations, (samples measured as per the City's sediment control policy);
- (c) Observed ESC Facilities conditions; and
- (d) Details of any remedial measures undertaken or recommendations made.

Inspection reports must be made available to the City upon request. Photo documentation is required.

Monitoring

The ESC Supervisor must monitor and record in the logbook the maintenance of the ESC Facilities. Maintenance may include, but not be limited to, the removal and proper disposal of accumulated sediment and the replacement of ESC Facilities if they deteriorate or fail to operate efficiently or as designed.

The ESC Supervisor must also visually monitor any receiving waters, including watercourses, ditches, swales or bodies of water up to 50 meters outside of the Construction area.

SCHEDULE "D"

Forming part of Erosion and Sediment Control By-law 2570-2012

CONFIRMATION OF COMMITMENT BY ESC SUPERVISOR

To: The City Engineering Department

Date: _____

Address (Print)

Dear Sir or Madam:

Re:

Address of Project (Print)

Legal Description of Project (Print)

I _____, confirm that I have been retained by _____.
(ESC Supervisor's Name) (Owner/Developer)

I am an engineer, biologist, geoscientist, applied scientist, or technologist who is registered and in good standing in British Columbia with a professional organization constituted under an Act, acting under that association's code of ethics and subject to disciplinary action by that association, and am trained in designing and implementing ESC Plans, and am responsible for inspecting, monitoring and reporting in accordance with the requirements of the City Erosion and Sediment Control By-law 2570-2012.

I also acknowledge the responsibility to notify the addressee of this letter of the date I cease to be retained by the Owner and/or Developer.

Yours truly,

ESC Supervisor Professional Seal (*if applicable*)

C.C. - _____
(Person Responsible)

BYLAW NO. 2570, 2012

SCHEDULE "E" – MTI FINES

<u>BYLAW SECTION</u>	<u>DESCRIPTION</u>	<u>MTI FINE</u>
6.2	Failure to comply	\$1000.00