

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

DATE: Tuesday, May 21, 2013
PLACE: City Hall Council Chambers
TIME: 4:00 p.m.

1.00 ADOPTION OF MINUTES

1. Adopt May 13, 2013 Council meeting minutes

2.00 INTRODUCTION OF LATE ITEMS

3.00 DELEGATIONS

Page #

- 7 1. Daniel Wangler re: Secondary Suite rezoning – 1397 Sitka Avenue

4.00 COMMITTEE/STAFF REPORTS

(a) Legislative Services

- 1 1. Notice of Title – 788 26th Street
- 5 2. Cancellation of May 27, 2013 Committee of the Whole meeting

(b) Development Services

- 7 3. Rezoning Application – 1397 Sitka Avenue

(c) Operational Services

- 25 4. Street Closure – CV Classic Cruisers
- 31 5. Covenant – Croonen Construction
- 41 6. Statutory Right of Way – Heritage Revival Homes

5.00 REPORTS AND CORRESPONDENCE FOR INFORMATION

- 55 1. Minister of National Defence re: CFB Comox Airspace Infringements
- 57 2. Comox Valley Regional District re: Administration and meeting space

6.00 REPORTS FROM COUNCIL REPRESENTATIVES

7.00 RESOLUTIONS OF COUNCIL

1. In Camera Meeting

That notice is hereby given that a Special In-Camera meeting closed to the public will be held May 21, 2013 at the conclusion of the Regular Council Meeting pursuant to the following sub-sections of the *Community Charter*:

- 90 (1)(c) Labour relations or other employee relations;
- 90 (1)(g) Litigation or potential litigation affecting the municipality; and
- 90 (1)(k) Negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of the council, could reasonably be expected to harm the interests of the municipality if they were held in public.

8.00 UNFINISHED BUSINESS

9.00 NOTICE OF MOTION

10.00 NEW BUSINESS

1. Councillor Leonard proposed resolution re: Hospital Parking

WHEREAS neighbourhoods surrounding public institutions, like colleges and hospitals, generally face on-street parking problems, and other jurisdictions have instituted no parking or permit parking only zones in such neighbourhoods; and

AND WHEREAS the residents around NIC and the new hospital, as well as a new private medical building, recognize these developments are going to bring on-street parking pressures and they wish to be pro-active to prevent such problems;

THEREFORE BE IT RESOLVED that city staff engage with the neighbourhood surrounding the new hospital site to determine the most acceptable parking controls to maintain the integrity of the residential neighbourhood which accommodates a number of public amenities.

11.00 BYLAWS

For First and Second Reading

- 59 1. "Zoning Amendment Bylaw No. 2745, 2013 "
(to allow a secondary suite in the property located at 1397 Sitka Avenue)

For Final Adoption

- 61 2. "Erosion and Sediment Control Bylaw No. 2570, 2012"

12.00 COUNCIL MEMBER ROUND TABLE

13.00 ADJOURNMENT

THE CORPORATION OF THE CITY OF COURTENAY

REPORT TO COUNCIL

FILE #: 3800-20

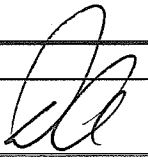
FROM: Director of Legislative Services

DATE: May 14, 2013

SUBJECT: Notice on Title for 788 26th Street

C.A.O. COMMENTS/RECOMMENDATIONS:

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



David Allen

RECOMMENDATION:

That pursuant to section 57 (3) of the *Community Charter*, the Corporate Officer to file a notice in the Land Title Office against the properties located at 788 26th 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.

PURPOSE:

To file a notice on the property located at 788 26th Street.

BACKGROUND:

As outlined in the attached documentation from the Chief Building Inspector, the building contains an illegal secondary suite, and the building was altered without proper permits.

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.

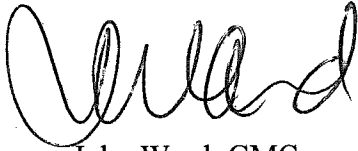
OCP SUSTAINABILITY REFERENCE:

None.

REGIONAL GROWTH STRATEGY REFERENCE:

None.

Respectfully submitted,

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

John Ward, CMC
Director of Legislative Services

Notice against title report Youngman May 2013.docx

THE CORPORATION OF THE CITY OF COURTENAY

MEMORANDUM

TO: John Ward, CMC, Director of Legislative Services
FROM: Dennis Mirabelli, RBO, Chief Building Inspector

FILE #: 3800-20
DATE: April 30, 2013

**SUBJECT: Notice Against Title – S.57(1)(b)(i & ii) of the *Community Charter*
788 26th Street – Lot 55, Section 66, Comox District, Plan 29276
PID: 001-422-791**

This memorandum is to inform the Director of Legislative Services that the Building Division is requesting 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 55, Section 66, Comox District, Plan 29276 at 788 26th Street.

During the course of carrying out duties, the Building Inspector discovered an alteration/addition had been done to the building. It was also discovered that an illegal suite was located in the lower level of the building. This alteration/addition as well as the illegal suite required building permits under Building Bylaw No. 2323, 2003 that were not obtained.

The Notice on Title would identify that the property is in contravention of the BC Building Code.

Respectfully submitted,



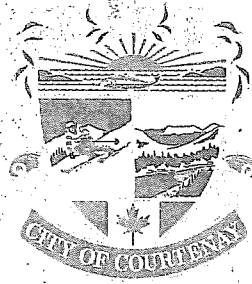
Dennis Mirabelli, RBO
Chief Building Inspector

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

May 7, 2013

Stanley Gilbert Youngman
Muriel Rose Youngman
3775 Roy Creek Road
Royston, B.C.
V0R 2V0

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 properties legally described as P.I.D. 001-422-791, Lot 55, Section 66, Comox District, Plan 29276 located at 788 26th 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 the properties located at 788 26th 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 the building on the property containing an illegal secondary suite and work being carried out in contravention the B.C. Building Code.

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 Tuesday, May 21st, 2013 at 4:00 p.m. prior to Council considering the recommendation. Alternatively you may make a submission in writing prior to Thursday, May 16th, 2013 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, May 16th, 2013 at 4:00 p.m.

Yours truly,

John Ward, CMC
Corporate Officer

Pc: D. Mirabelli, Chief Building Inspector

2

REPORT TO COUNCIL


FROM: Director of Legislative Services

FILE #: 0570-01
DATE: May 15, 2013

SUBJECT: Cancellation of Meeting

C.A.O. COMMENTS/RECOMMENDATIONS:

That the recommendation of the Director Legislative Services be accepted.


David Allen

RECOMMENDATION:

That the Committee of the Whole meeting scheduled for May 27, 2013 be cancelled.

PURPOSE:

To consider the cancellation of the May Committee of the Whole meeting.

BACKGROUND:

Several key staff members including the CAO will be absent for the May 27, 2013 meeting; therefore staff are recommending cancellation of the meeting.

DISCUSSION:

Any required Council business can be accommodated in the remaining Council meetings.

FINANCIAL IMPLICATIONS:

None.

STRATEGIC PLAN REFERENCE:

None.

OCP SUSTAINABILITY REFERENCE:

None.

REGIONAL GROWTH STRATEGY REFERENCE:

None.

Respectfully submitted,


John Ward, CMC
Director of Legislative Services

THE CORPORATION OF THE CITY OF COURTENAY

3

REPORT TO COUNCIL


FROM: Development Services Department

FILE #: 3360-20-1302
DATE: May 14, 2013

SUBJECT: Application to Amend Zoning Bylaw No. 2500, 2007
1397 Sitka Avenue
Lot 7, Section 47, Comox District, Plan VIP55917

C.A.O. COMMENTS/RECOMMENDATIONS:

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


David Allen

RECOMMENDATION:

That Council consider the application to amend *Zoning Bylaw No. 2500, 2007* for the property legally described as Lot 7, Section 47, Comox District, Plan VIP55917 (1397 Sitka Avenue);

That *Zoning Amendment Bylaw No. 2745, 2013* to rezone the lot shown in bold on ***Attachment No. 1*** from Residential One Zone (R-1) to Residential One S Zone (R-1S) proceed to 1st and 2nd reading; and

That Council direct staff to schedule and advertise a statutory public hearing with respect to *Zoning Amendment Bylaw No. 2745, 2013* on June 10, 2013 at 5:00 p.m. in City Hall Council Chambers.

PURPOSE:

To consider an application to rezone the subject property to allow a secondary suite within an existing single residential dwelling.

BACKGROUND:

The subject property is currently zoned Residential One (R-1) and contains an existing single residential dwelling on a 917 m² lot. The applicant is proposing to rezone the property to Residential One S (R-1S) to allow a secondary suite which will be accessed from the rear of the property.

A location map and reference information is contained in *Attachment No. 1*. Information provided by the applicant is contained in *Attachment No. 2*. Public input is included as *Attachment No. 3*.

DISCUSSION:

The proposed zoning amendment is consistent with the land use policies of the Official Community Plan and the City's Affordable Housing Policy which encourage secondary suites as a means of providing affordable housing options in established areas of the city which often have good access to parks, schools and services and that make use of existing City infrastructure. The

subject property is designated Urban Residential in the Official Community Plan. The Urban Residential designation includes the policy statement that secondary suites will be considered as part of a principal single-family residential building subject to zoning approval.

The applicant has indicated that the proposed development can be constructed to meet the Zoning Bylaw requirements for secondary suites, which are as follows:

- be no more than 90 m² in area;
- may occupy no more than 40% of the habitable floor space of the building;
- must be located within a building of residential occupancy containing only one other dwelling unit;
- must be located in a building which is part of a single real estate entity; and
- must provide one additional off-street parking space.

Minor adjustments to the preliminary layout of the secondary suite will be required to meet the 40% habitable floor space restriction (*Attachment No. 2*). These adjustments will be addressed as part of the building permit application process.

The applicant held a neighbourhood public information meeting on April 20th, 2013. One person attended and several email responses were received by the applicant indicating support for the proposal. The City has also received one email in opposition to the proposed zoning amendment expressing concern that a secondary suite will negatively impact the neighbourhood character and surrounding property values. Copies of the emails and a summary report of the public information meeting are included as *Attachment No. 3*.

FINANCIAL IMPLICATIONS:

Not applicable.

STRATEGIC PLAN REFERENCE:

Value No. 2 - A progressive, diverse and sustainable City.

OCP SUSTAINABILITY REFERENCE:

Part 10 of the OCP, Planning for Climate Change, has policy encouraging infill development in single-residential neighbourhoods in the form of secondary suites and auxiliary buildings.

REGIONAL GROWTH STRATEGY REFERENCE:

The proposed zoning amendment addresses the Comox Valley Regional Growth Strategy goal to ensure a diversity of housing options to meet evolving demographics and needs, and to encourage the provision of alternative housing forms that provide housing at lower costs and with lower environmental impacts.

Respectfully submitted,

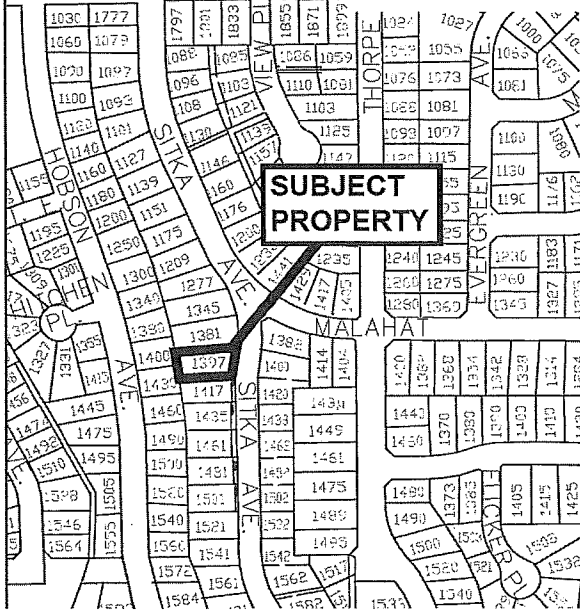


Erin Ferguson, MCP
Planning Technician



Peter Crawford, MCIP
Director of Development Services

REFERENCE INFORMATION:



Applicants/Owners:

Daniel Wangler (applicant), Michael and Linda Smale (Owners)

Location:

1397 Sitka Avenue

Legal Description:

Lot 7, Section 47, Comox District, Plan VIP55917

OCP Designation: Urban Residential

Zoning:

Required

Proposed

R-1

R-1S

Permitted Uses:

Single residential dwelling, accessory building, home occupation

Single residential dwelling, accessory building, home occupation, **secondary suites**

Secondary Suite Requirements:

>40% of habitable floorspace

47% of habitable area *this will be addressed at time of building permit

90.0 m² Maximum

73 m²

3 parking spaces minimum

3 spaces

Adjacent land use: single residential

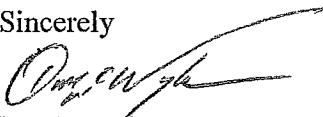
**LETTER ON CONFORMANCE TO
SUSTAINABILITY EVALUATION
AND
AFFORDABLE HOUSING POLICY**

To whom it concerns:

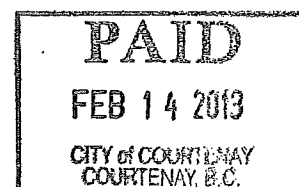
I have read the City of Courtenays SUSTAINABILITY CHECK LIST and the AFFORDABLE HOUSING POLICY and feel they are of great support to the well being of the city and the community and will there by support and conform to the policys as applicable. I do feel that our proposal for rezoning from R-1 to R1S to allow for secondary suites on Sitka Ave falls within the consideration of being beneficial to the community in that it will help with affordable housing in the community and with minimal impact to the community in that it utilizes existing buildings and property, thus having less of an impact on local infrastructure as well as surrounding neighbourhood, it will offer help with affordable housing for those who are living on low to moderate incomes and would be beneficial for students who may wish to attend the local collage which is within walking distance, as well there is a bus route within a block and it is a mere 15 minute walk to superstore and 25 minute walk to downtown Courtenay all leaning towards sustainability and a "green" healthier lifestyle for individuals and the community as a whole. I truly believe that the impact on the community will be that of a positive one, in that it "utilizes space just going to waste" and offers affordable housing in a great, friendly and safe neighbourhood and community with very little to no negative impact on the community.

Thank you for consideration regarding this matter.

Sincerely



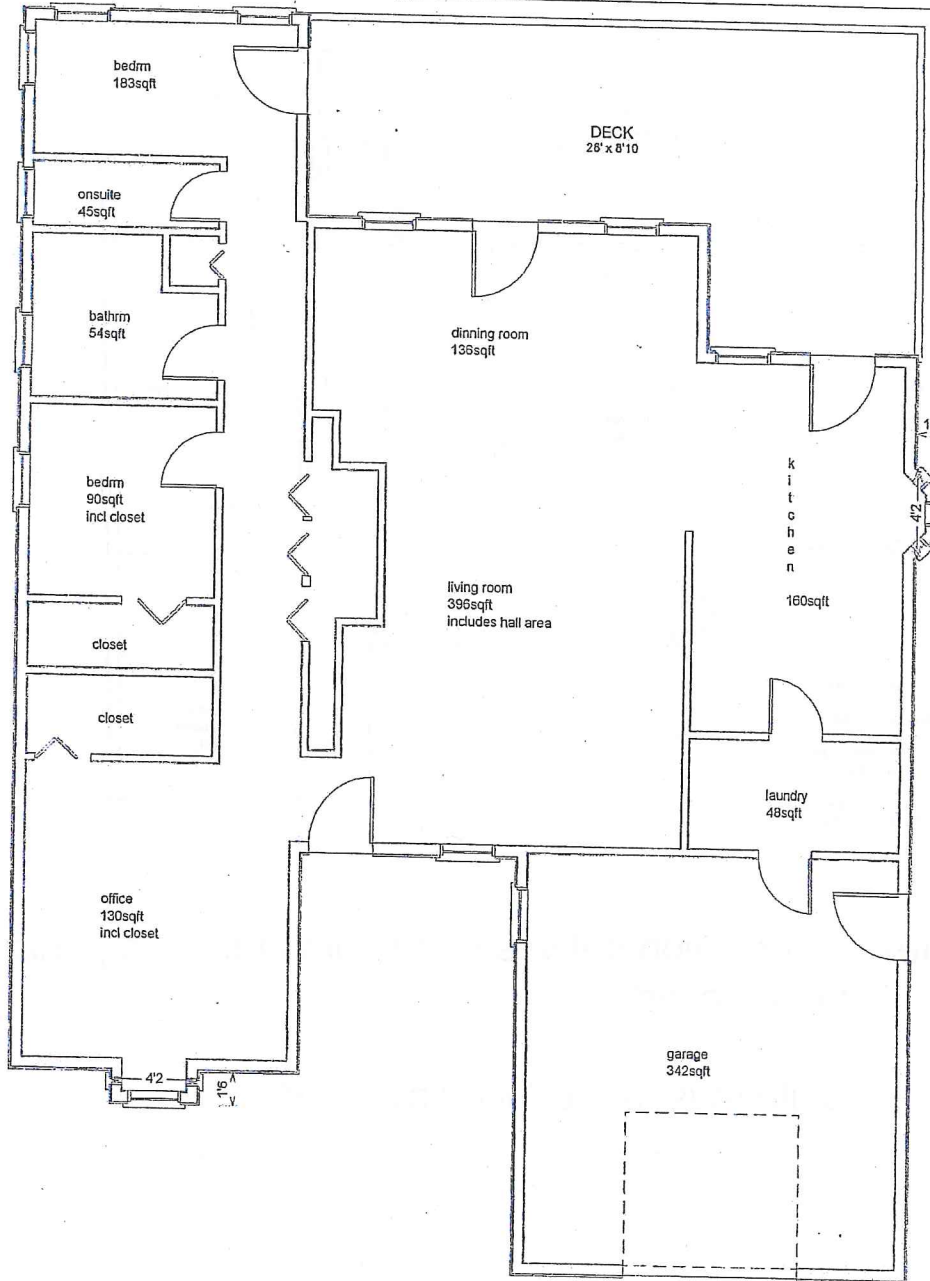
Dan Wangler

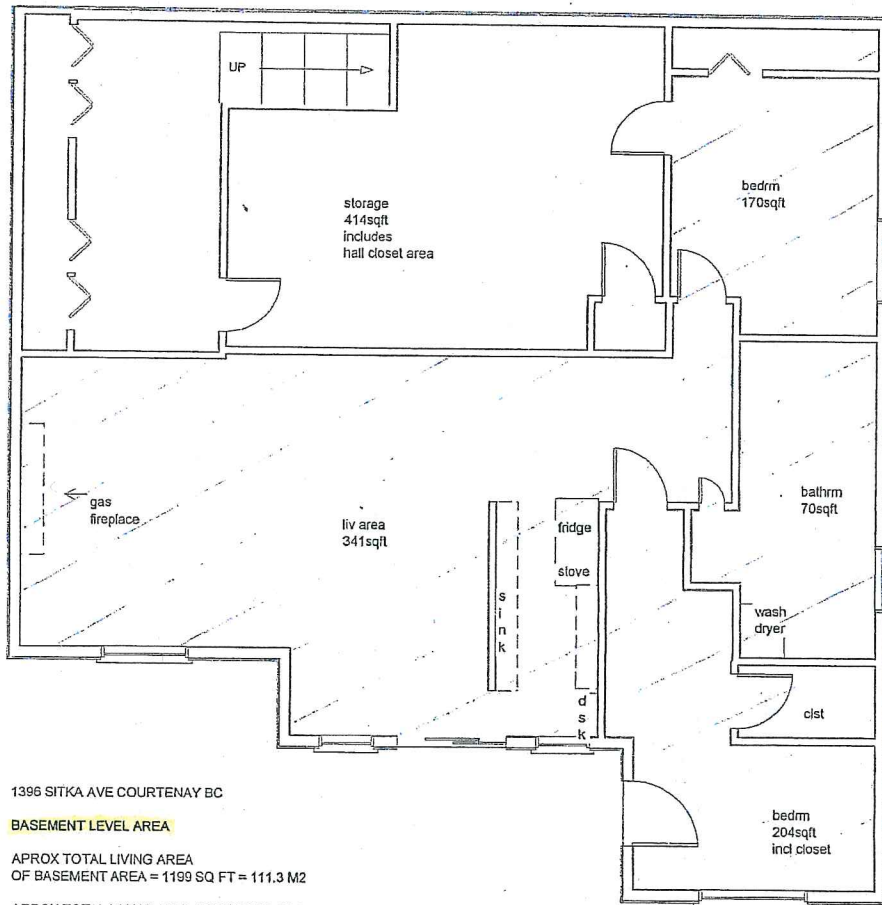


1397 SITKA AVE COURTENAY BC

MAIN FLOOR LEVEL

APROX TOTAL LIV AREA
OF MAIN FLOOR=1584 SQFT = 147.1 M2
INCLUDES GARAGE





1396 SITKA AVE COURTENAY BC

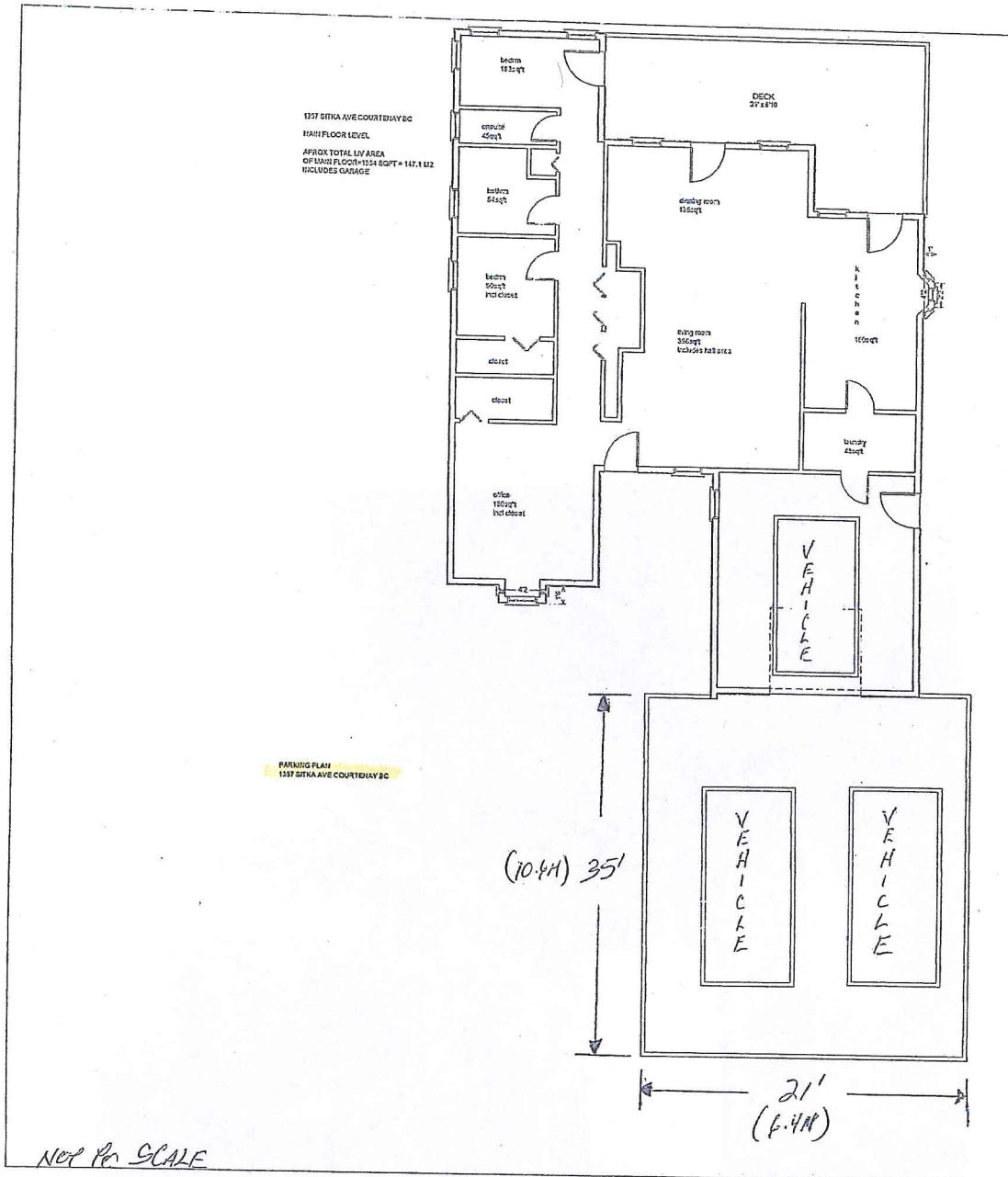
BASEMENT LEVEL AREA

APROX TOTAL LIVING AREA
OF BASEMENT AREA = 1199 SQ FT = 111.3 M2

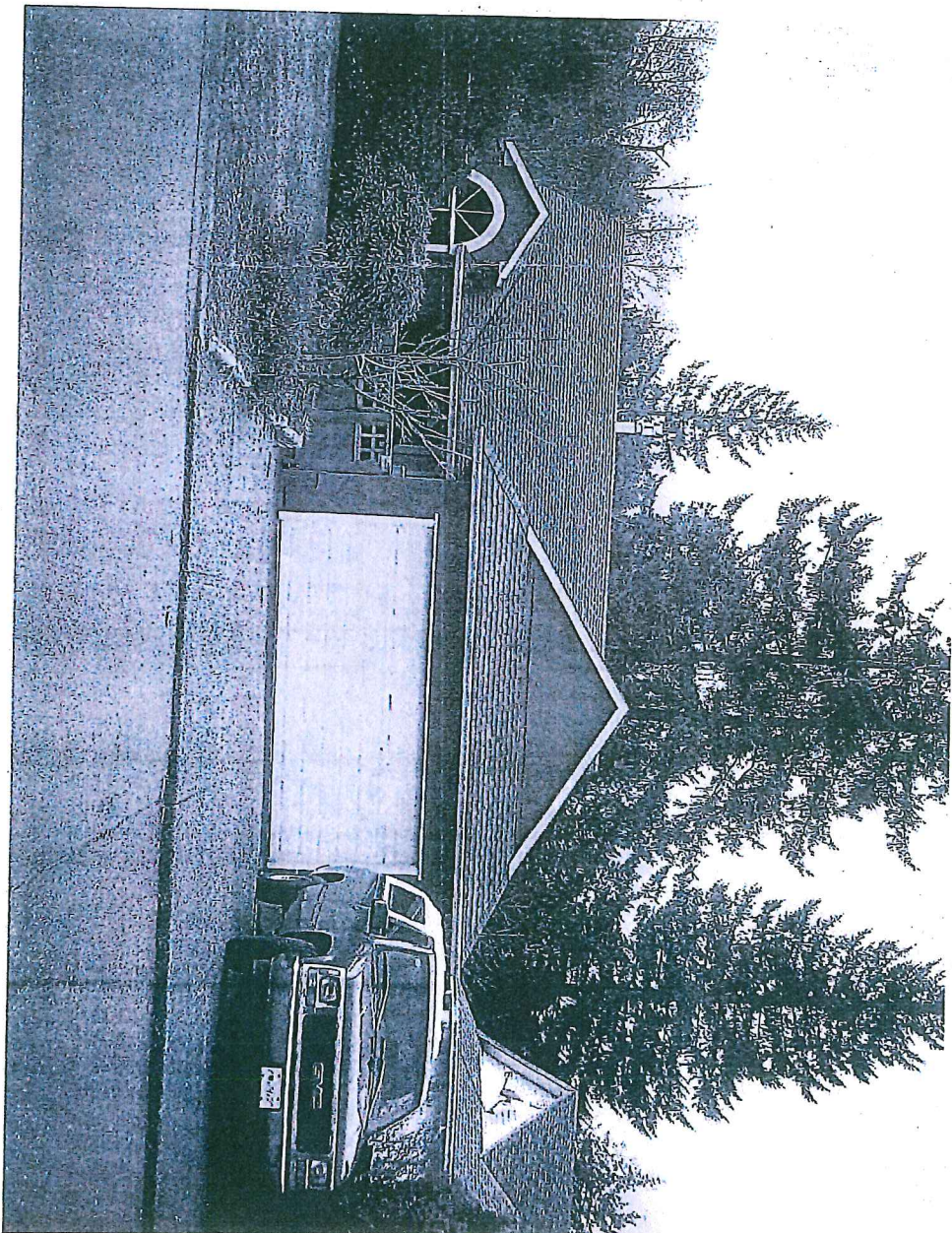
APROX TOTAL LIVING AREA PROPOSED FOR
SUITE = 785 SQFT = 72.9 M2

Notes: Connection between bedroom and storage area is to be removed

Suite must be reduced by 11m²



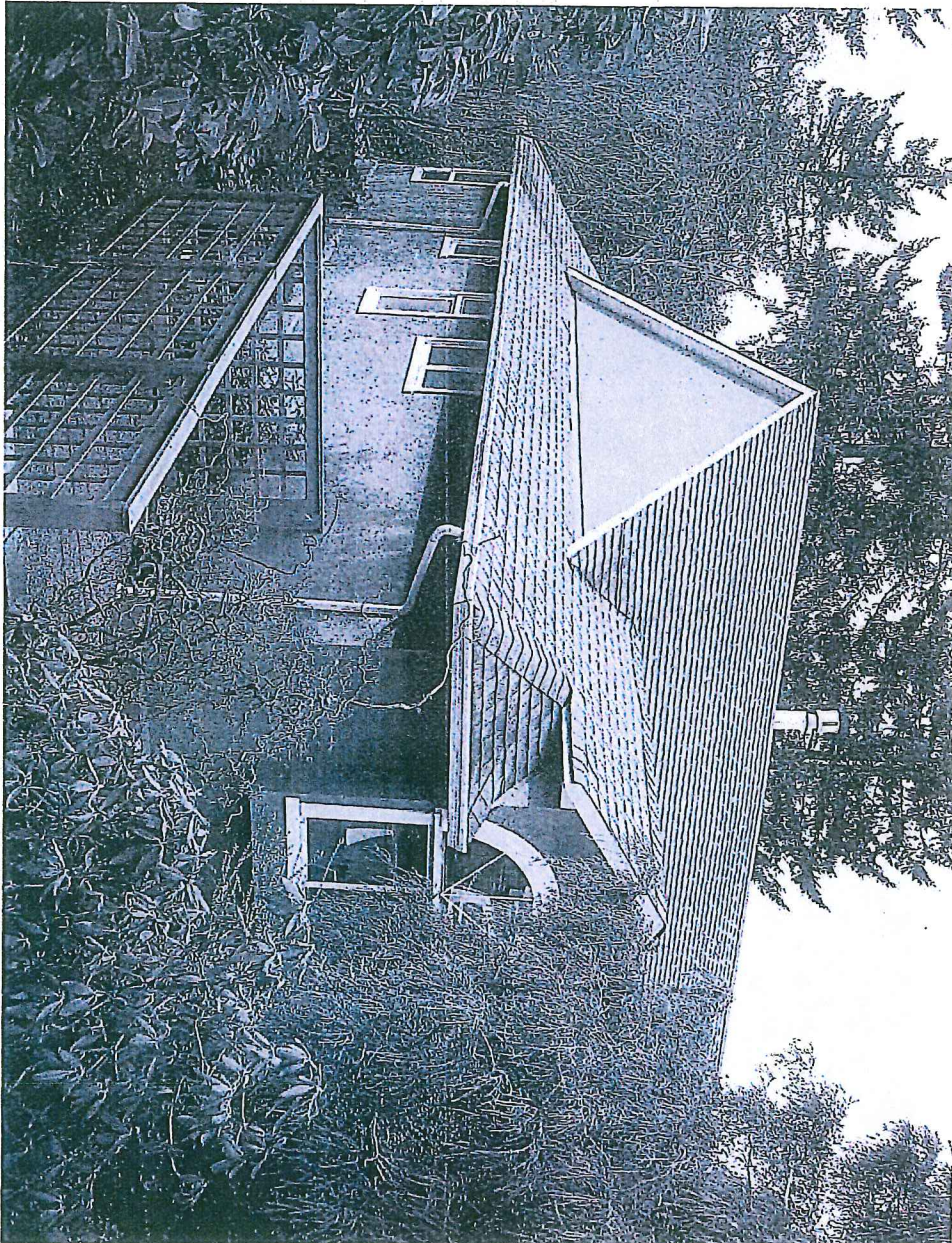
- PARKING PLAN -



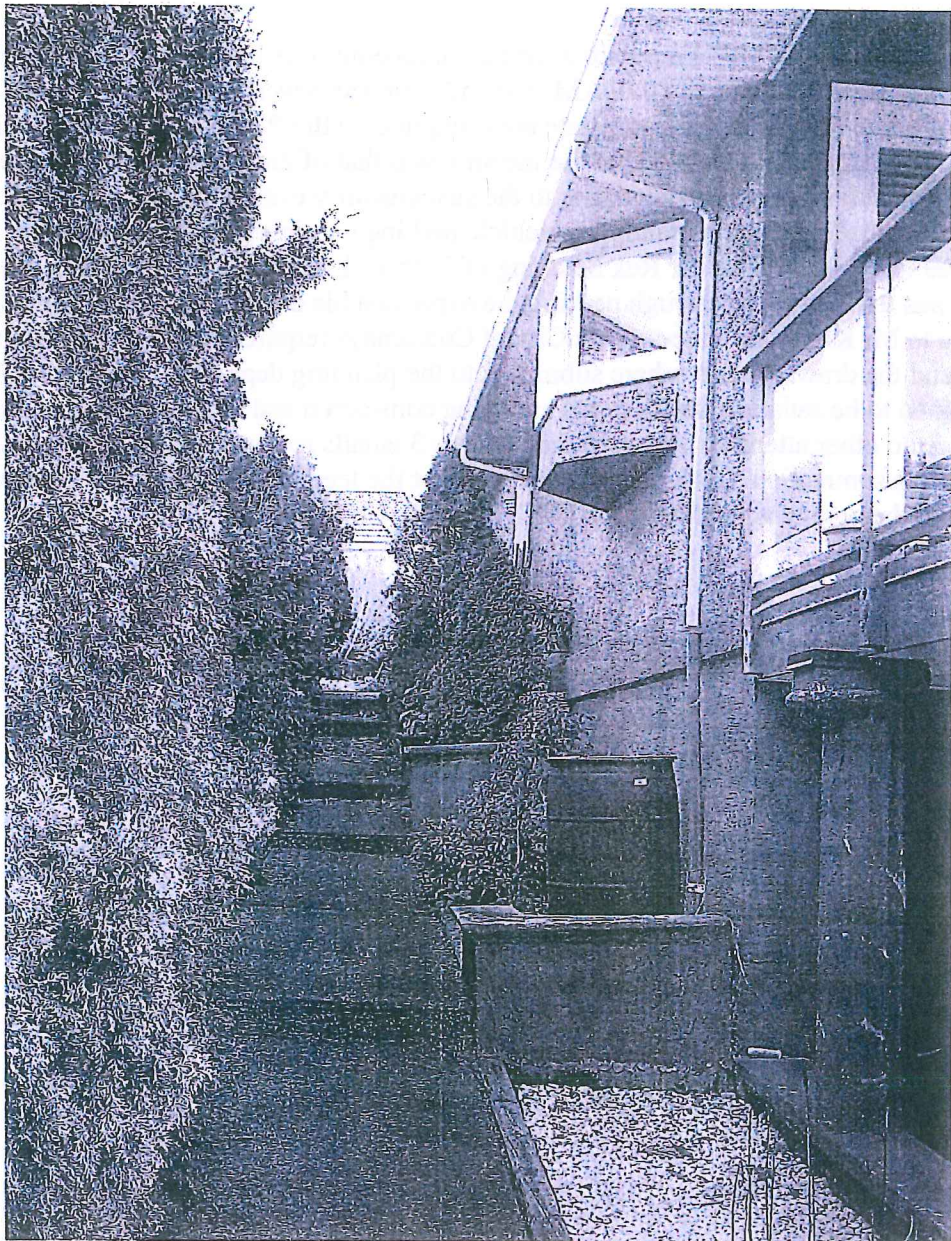
RECEIVED
FEB 14 2003
CITY OF CALUMET



RECEIVED
FEB 14 2008
CITY OF COVINGTON



RECEIVED
FEB 14 2013
CITY OF COURTENAY



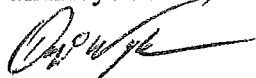
RECEIVED
FEB 14 2013
CITY OF COURSENAVA

SUMMARY REPORT
OF
PUBLIC INFORMATION MEETING
REGARDING
ZONING AMENDMENT
FOR
1397 SITKA AVE
COURTENAY BC

TO WHOM IT CONCERNS;

On Saturday April the 20th 2013 a public information meeting was held on the premises of 1397 Sitka Ave Courtenay from 9:00 AM to 10:00AM, The meeting was advertised by way of mail-outs to 62 addresses of home owners in the immediate area supplied by the Planning Dept of the City Of Courtenay. The information provided at the meeting was that of drawings of the proposed suite and its location along with information pertaining to the sustainability evaluation and affordable housing policy as well as information pertaining to vehicle parking requirements. In summation, there was only one attendee who signed in as Mr Rex Kitching of 1415 Hobson Ave . The only concern Mr Kitching expressed was that of having enough parking, he expressed his concern of people parking in the street. In response to Mr Kitchings concerns the City of Courtenays requirements for adequate parking was discussed and the drawings that where submitted to the planning dept where viewed by Mr Kitching and he seemed to be satisfied his concerns are being considered and dealt with and wished us the best. There where no other attendees however there where 3 emails received which I have included copies of attached to this summation. In closing i would say that the feedback received was positive and supportive of the zoning amendment for 1397 Sitka Ave Courtenay.

Thank you & sincerely



Dan Wangler

RECEIVED

APR 20 2013

CITY OF COURTENAY

Dan I Wangler

From: "Melanie Burneau" <livewithgrace@shaw.ca>
Date: April-08-13 10:19 PM
To: <dwangl@hotmail.com>
Subject: public hearing

Hello,

Although we will not be able to attend the public hearing, we support your efforts to rezone your property at 1397 Sitka Avenue from R-1 to R1S.

Melanie and David Burneau
1438 Sitka Avenue

RECEIVED
APR 11 2013

29/04/2013

P19

Dan I Wangler

From: "D Wangler" <dwangl@hotmail.com>
Date: April-07-13 9:31 AM
To: <dwangl@hotmail.com>
Subject: Fwd: RE Proposal

Begin forwarded message:

From: "Laura" <pelaku@telus.net>
Date: April 6, 2013 11:19:42 AM PDT
To: <dwangl@hotmail.com>
Subject: RE Proposal

We live at 1209 Sitka and am quite in favour of a zoning Amendment .

Yours respectfully

Peter and Laura Kury

RECEIVED
APR 11 2013
CITY OF SITKA, ALASKA

From: RHirsch@valorfireplaces.com
To: dwangl@hotmail.com
Subject: Public Hearing
Date: Thu, 11 Apr 2013 22:24:18 +0000

Hello Dan Wangler,

Here is my feedback regarding your rezoning application for a suite at 1397 Sitka Avenue. Your letter states that "it will offer help with affordable housing for those who are living on low to moderate incomes and would be beneficial for students". From that line, it sounds as though you are offering many rental to many people for this suite. Could you please clarify your intentions?

Also, I am in favour of allowing a suite in a current single family dwelling, providing there are some guidelines. I would like to know what the City of Courtenay would expect and what you plan to build, such as, separate entrance? Window size for the bedroom(s)? Above grade? Will it have a separate heat source? Any separate utilities?

I have a 2 storey property in the area and I am considering to build a suite into in, perhaps in the future.

Thanks,
Sincerely,

Rob Hirsch
Cell 403.560.6772
www.valorfireplaces.com

PROCESSED
APR 12 2013
CITY OF COURTENAY

THANKS FOR REPLYING
RES PONSER^{to} MR HIRSCH'S
INQUIRY →

Dan I Wangler

From: "Rob Hirsch" <RHirsch@valorfireplaces.com>
Date: April-12-13 10:14 AM
To: "D.I. Wangler" <dwangl@hotmail.com>
Subject: RE: Public Hearing

Thanks Dan;
I will get more info from the Planning department.
I wish you all the best.

Rob

From: D.I. Wangler [mailto:dwangl@hotmail.com]
Sent: April-11-13 9:54 PM
To: Rob Hirsch
Subject: RE: Public Hearing

Hello Mr Hirsch

Thank you for your response, your comments will be forwarded to the Planning Dept. Of the City of Courtenay.

As for your inquiry regarding " it will offer help with affordable housing for those who are living on low to moderate incomes and would be beneficial to students" is a general statement addressing the concerns of the sustainability evaluation and affordable housing policy in that it would be beneficial to either or but i think what your asking is will there be more than one suite and the answer is no.

As for your other questions i would suggest you contact the Planning Dept. Of the City of Courtenay and they can answer any questions you may have regarding quidelines and expectations as there are very many from both the planning dept and the building dept.
Again thank you for your comments.

Sincerely
Dan Wangler

REC'D
APR 12 2013

Blamire, Susan

From: doug friesen [friesen2cats@shaw.ca]
Sent: Wednesday, April 17, 2013 11:16 AM
To: Blamire, Susan
Subject: no re-zoning

Dear Susan Welin-Blamire,

It has come to our attention that a Mr. Dan Wangler has applied to have the zoning of Sitka Ave. changed from R-1 to R-1S.

My husband and I are strongly opposed to this re-zoning !!

Mr. Wangler will ruin our "great friendly and safe neighbourhood and community" (as he puts it .) Not only will it destroy the very thing Mr. Wangler likes about our neighbourhood, but will also devalue our homes. I have watched the re-zoning and deterioration of my father's neighbourhood so I know what I'm talking about !

We moved to this neighbourhood because it was a single family residence with well looked after homes and yards. Please do not allow this re-zoning to occur!

Sincerely
Douglas Friesen
Roxanne Goertzen

THE CORPORATION OF THE CITY OF COURTENAY

4

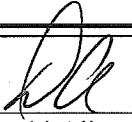
REPORT TO COUNCIL

FROM: Kevin Lagan, P.Eng
Director of Operational Services

FILE #: 5460-08
DATE: May 3, 2013

SUBJECT: Request by Comox Valley Classic Cruisers to close 4th, 5th, 6th Streets between Cliffe Ave and Fitzgerald Ave. including the cross streets of Duncan and England Avenues on July 28th, 2013.

C.A.O. COMMENTS/RECOMMENDATIONS:


David Allen

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

RECOMMENDATION:

That 4th, 5th and 6th Streets between Cliffe Avenue and Fitzgerald Avenue including the cross streets of Duncan and England Avenues be temporarily closed to traffic, on July 28th, 2013 from 6:00 a.m. to 5:00 p.m. for the Comox Valley Classic Cruisers Annual Graffiti Bash Car Show; and

That emergency services are advised of the temporary closure at least five working days before the event.

PURPOSE:

To temporarily close 4th, 5th and 6th Streets between Cliffe Avenue and Fitzgerald Avenue and England and Duncan Avenues for the Comox Valley Classic Cruisers Annual Graffiti Bash Car Show.

BACKGROUND:

As described in the attached letter dated April 14th, 2013.

DISCUSSION:

This will be the sixth event of this type in the City. The Comox Valley Classic Cruisers will be required to obtain a Special Event Permit to ensure the health and safety of the public during this large outdoor event.

FINANCIAL IMPLICATIONS:

These arrangements would be similar to last year and covered by the General Operations Budget.

STRATEGIC PLAN REFERENCE:

N/A

OCP SUSTAINABILITY REFERENCE:

N/A

REGIONAL GROWTH STRATEGY REFERENCE:

Goal 3 – Local Economic Development – Tourism.

Respectfully submitted,



Kevin Lagan, B.A., P.Eng.
Director of Operational Services



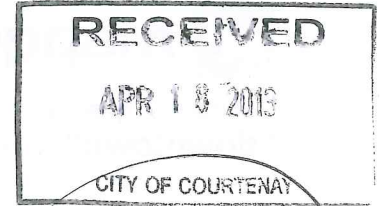
Lesley Hatch, P.Eng.,
Municipal Engineer



www.cvclassiccruisers.com

Comox Valley Classic Cruisers

P.O. Box 3122 Courtenay, BC V9N 5N4



*copy to
PRO
ENGR*

April 14, 2013

Mr. Larry Jangula
Mayor
City of Courtenay

Dear Larry,

We want to express our sincerest thank you to Council as well as your excellent city staff who did so much to assist the Comox Valley Classic Cruisers in making last summer's 26th Annual Graffiti Bash Show & Shine such a successful car show that everyone could enjoy.

We have begun to plan this summer's 27th annual Graffiti Bash and wish to ask council for their blessing and help to surpass last year's event.

We are planning our annual Cruise Night for the evening of Saturday July 27th and request the possibility of a City park being available for the end of Cruise. At this time, the committee has not decided where the cruise will end but we would like to keep the options open.

The Show & Shine takes place on Sunday July 28^h and as per previous years, our plan is to close 4th, 5th, and 6th streets from Cliffe Avenue to Fitzgerald Avenue including the cross streets of Duncan and England to use for the car show.

Thank you for your assistance and consideration,

Jamesa Hamilton

Jim Hamilton, President
Comox Valley Classic Cruisers

OPERATIONAL SERVICES DEPARTMENT			
FILE NO.			
TO:		PRIORITY	
FROM:			
DATE			
	DATE	INITIAL	COPIES TO:



Search Results for:
"downtown" near Courtenay, BC

Notes



1 Downtown Photo
307 5th St
COURTENAY, BC V9N1J9
(250) 871-1114



2 Downtown Copies
565 England Ave
COURTENAY, BC V9N2N2
(250) 897-1346



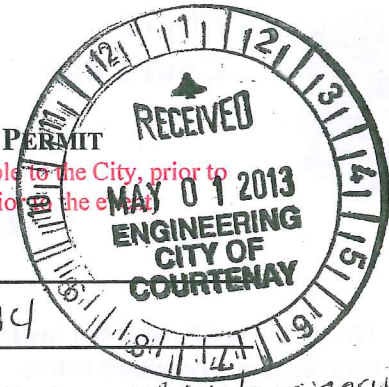
Directions and maps are informational only. We make no warranties on the accuracy of their content, road conditions or route usability or expeditiousness. You assume all risk of use. MapQuest and its suppliers shall not be liable to you for any loss or delay resulting from your use of MapQuest. Your use of MapQuest means you agree to our [Terms of Use](#)



CITY OF COURTENAY

APPLICATION FOR EVENT/PARADE PERMIT

(To be completed and returned, with insurance acceptable to the City, prior to issuance of permit and at least 7 working days prior to the event)



Name of Applicant (or contact person): Irene Mattson

Mailing Address: P.O. Box 3122, Courtenay V9N 5N4

Phone No: 250 338 0829 Fax No: Email: treasurer@cvcclassiccruisers.com

Name of Event, Group etc: Comox Valley Classic Cruisers, Annual Graffiti Bash Show & Shir Car Show

Date(s): July 28/13 Time(s): 6 am - 5 pm

No. of Vehicles (if applicable): approx 300 No. of Participants (if applicable):

Proposed Route: (attach copy of map) Closure of Street Required? Yes No

(If Yes which Streets?) 4th, 5th & 6th Street from Cliffe Ave to Fitzgerald Ave, including cross streets, England & Duncan Ave's.

If street closures are required a report must be submitted to Council for approval. Please allow adequate time for this to occur prior to the event.

Traffic Control Arrangements: (Name of Company/Group and Contact Person) (All traffic control persons to be certified)

Name: Phone:

Are Signs and/or Barricades required? Yes No If yes how many 40

Will any Pavement Marking Occur? Yes No (If Yes give details on marking and product used etc.)

Chalk for parking spots

Is there any electrical wiring or installations required for the event? Yes No If Yes, complete and sign attached electrical permit application.

Office Use Only

- Insurance Accepted by Finance [] DCBIA notified [] Council Report [] Public Works Inspector Report [] Public Works notified [] Copied to Property Manager []

Parade Permit letter Authorized

Parade Permit Letter issued date:



City of
Courtenay

CERTIFICATE OF INSURANCE

This is to certify that the insured set forth, is insured with the Insurance Company, which insurance is described below.

Name of Insurance Company

First Insurance

Name of Insured

Comox Valley Classic Cruisers

Address of Insured

P.O. Box 3122, Courtenay V9N 5N4

Type of Insurance	Policy Number	Description of Event	Event Effective Date	Event Expiry Date	Limits of Liability Bodily Injury & Property Damage - Inclusive	Deductible
Commercial General Liability	com 034434976	Car Show	JULY 28/13	JULY 29/13	\$2,000,000.00	\$ 1000.00

Commercial General Liability – Including: Personal Injury, Contractual Liability, Non-Owned Automobile Liability, Owner’s and Contractor’s Protective Coverage, Products – Completed Operations, Contingent Employers Liability, Cross Liability Clause and Severability of Interest Clause.

The Corporation of the City of Courtenay

Other _____

Expiry Date _____

has/have been added as an additional insured but only with respect to its interest in the operations of the named insured(s).

This is to certify that the Policy of Insurance as described above has been issued by the undersigned to the insured named above and is in force at this time.

If cancelled, the City of Courtenay shall be given thirty (30) days written notice by registered mail by the insurer(s) to the:

Corporation of the City of Courtenay
Corporate Services Department
Finance Division
830 Cliffe Avenue
Courtenay BC
V9N 2J7

CITY OF COURTENAY
"Accepted Insurance"

This certificate is executed and issued to the aforesaid Corporation of the City of Courtenay the day and date herein written below.

Date APRIL 26/13	Name of Insurance Company (not broker) CANADIAN NORTHERN SHELD
Name of Insurance Broker AVNSLEY HOBSON	Authorized Representative of Official by

5

THE CORPORATION OF THE CITY OF COURTENAY

REPORT TO COUNCIL

FROM: Kevin Lagan, P.Eng
Approving Officer

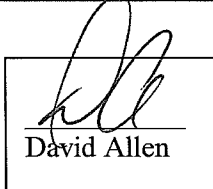
FILE: 3320-20-12657

DATE: May 8, 2013

SUBJECT: Subdivision of Lot A, Section 61, Comox District, Plan VIP57557.

C.A.O. COMMENTS/RECOMMENDATIONS:

That the recommendation of the Approving Officer be accepted.



David Allen

RECOMMENDATION:

That Council approve the Covenant document for the Subdivision of Lot A, Section 61, Comox District, Plan VIP57557; and

That the Mayor and Director of Legislative Services be authorized the documentation relating to this development.

PURPOSE:

To approve the Covenant document between the City and Croonen Construction Ltd., and to authorize the Mayor and Director of Legislative Services to sign the Covenant pertaining to the Subdivision of Lot A, Section 61, Comox District, Plan VIP57557 for the land located at 208 2nd Street.

BACKGROUND:

All legal documents are to be presented, on an individual basis, to Council, and the Mayor and Director of Legislative Services authorized to sign the legal document. Subsequently, the Approving Officer can then sign the Subdivision Plan.

DISCUSSION:

Prior to the subdivision approval, Croonen Construction Ltd., must enter into a Covenant with the City. A Council Resolution is required prior to the Mayor and Director of Legislative Services signing the Covenant and the Approving Officer signing the Subdivision Plan.

The Covenant will be registered concurrently with the Subdivision Plan. The Covenant is to restrict vehicular and pedestrian access to Cliffe Ave, and provide for the access to 2nd Street for a new lot located at the intersection of Cliffe Avenue and 2nd Street, for proposed Lot 2, Plan EPP30299 attached as Proposed Subdivision Plan.

The elimination of access points to Cliffe Avenue is consistent with the Overall Conceptual Design for Cliffe Avenue, prepared in 2009, which is also consistent with the objectives of the OCP and the Old Orchard Local Area Plan.

A copy of the Covenant and a Site Reference Plan are attached.

FINANCIAL IMPLICATIONS:

The Cliffe Avenue Project was placed on HOLD by Senior Staff in preparation of the 2010 Capital Budget pending discussions with Komox First Nations.

STRATEGIC PLAN REFERENCE:

At this time there are no strategic plan references.

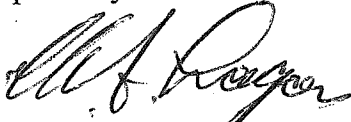
OCP SUSTAINABILITY REFERENCE:

Road Network Plan and Old Orchard Local Area Plan.

REGIONAL GROWTH STRATEGY REFERENCE:

No references.

Respectfully submitted,



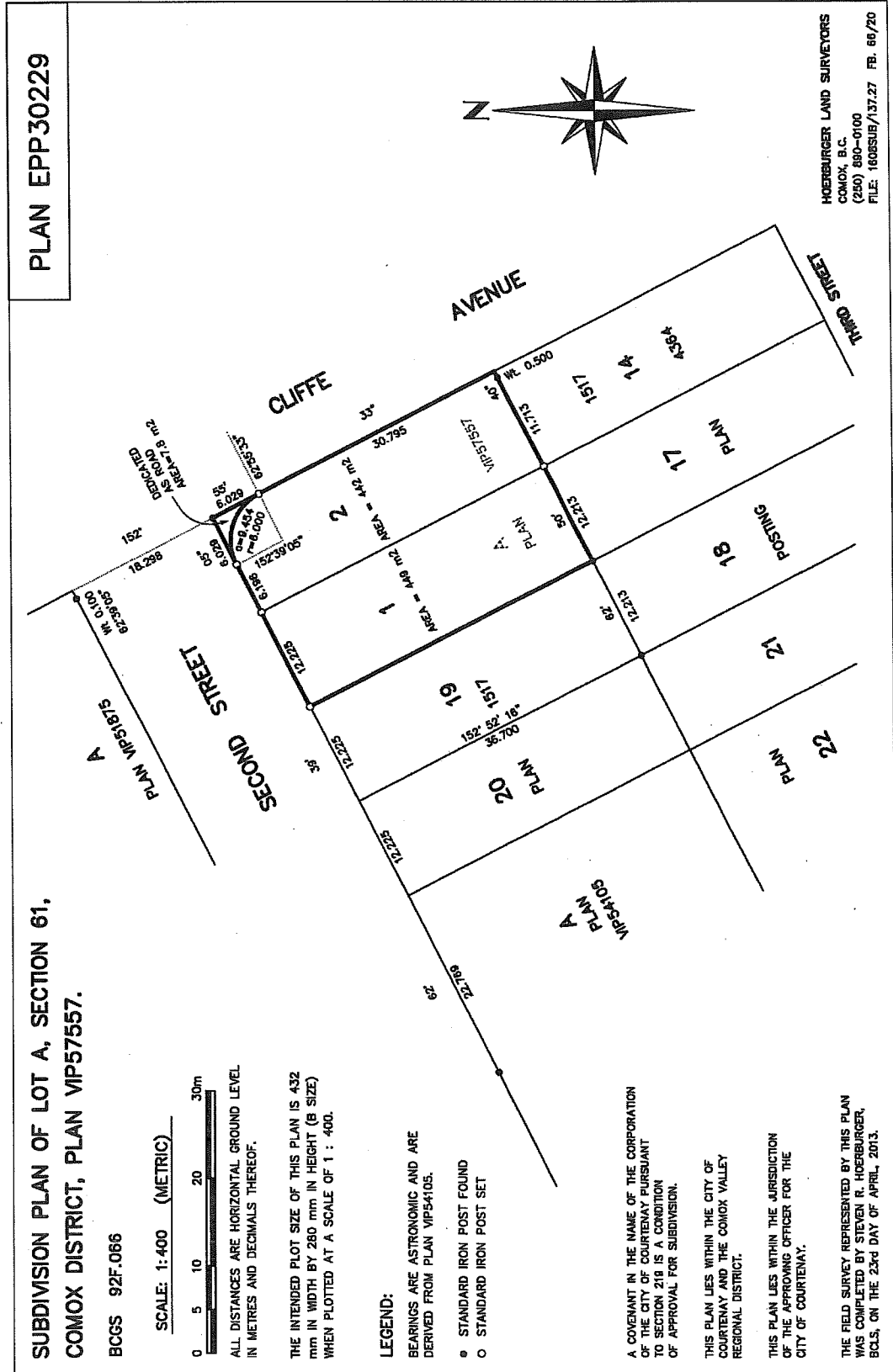
Kevin Lagan, P.Eng.
Approving Officer



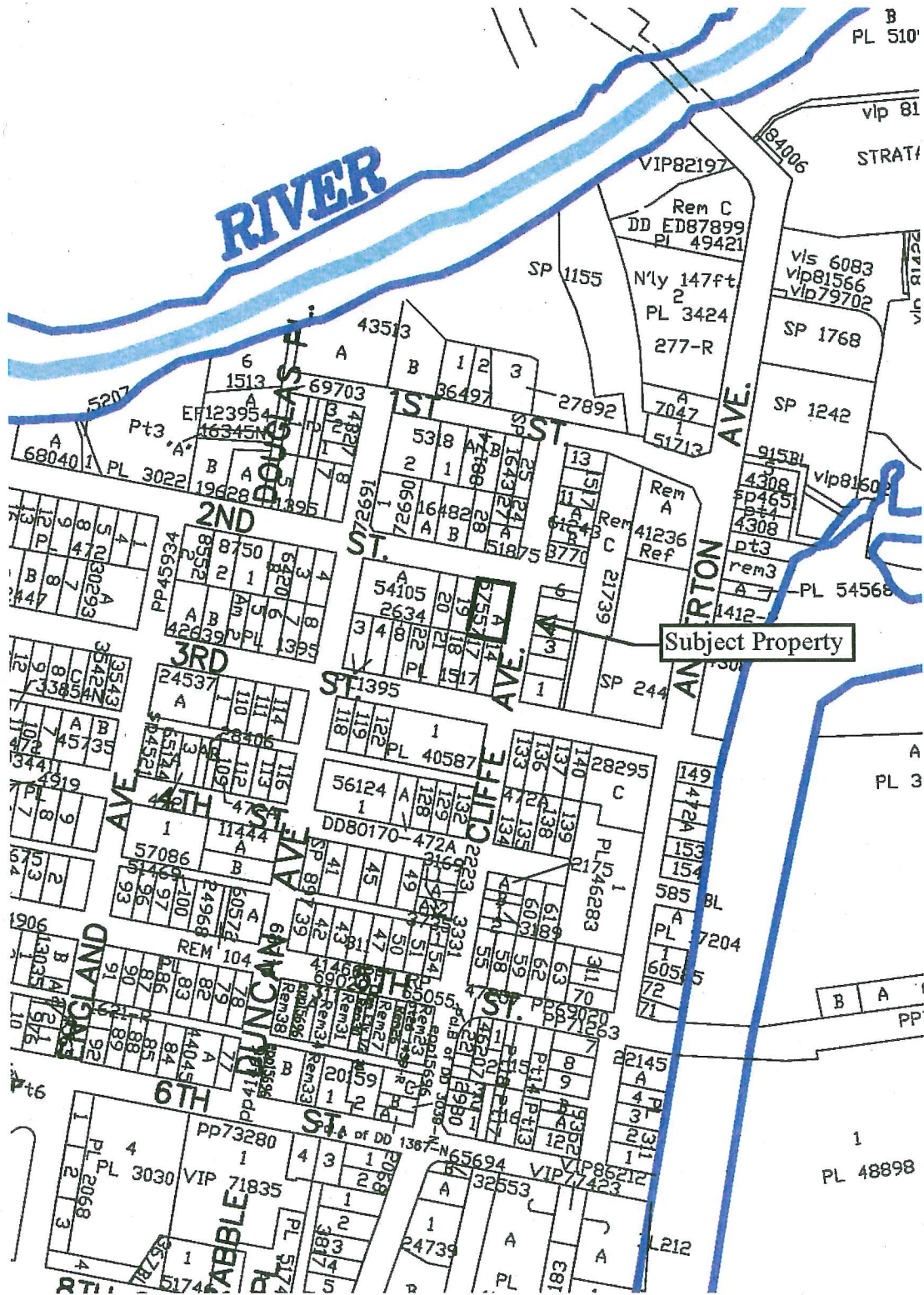
Lesley Hatch, P.Eng.
Deputy Approving Officer

LAD/ld

Proposed Subdivision Plan



Site Reference Plan



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

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

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

Deduct LTSA Fees? Yes

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

NO PID NMBR LOT 2 SECTION 61 COMOX DISTRICT PLAN EPP30299

STC? YES

Related Plan Number: **EPP30299**

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Covenant

s.219

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

(a) Filed Standard Charge Terms D.F. No.

(b) Express Charge Terms Annexed as Part 2

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

5. TRANSFEROR(S):

CROONEN CONSTRUCTION CO. LTD., INC. NO. BC0174068

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

THE CORPORATION OF THE CITY OF COURTENAY

A MUNICIPAL CORPORATION INCORPORATED UNDER THE LOCAL GOVERNMENT ACT

830 CLIFFE AVENUE

Incorporation No

COURTENAY

BRITISH COLUMBIA

N/A

V9N 2J7

CANADA

7. ADDITIONAL OR MODIFIED TERMS:

N/A

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

Officer Signature(s)

Execution Date

Y	M	D

Transferor(s) Signature(s)

CROONEN CONSTRUCTION CO. LTD. by its authorized signatory (ies):

Name: _____

Name: _____

(as to all signatures)

OFFICER CERTIFICATION:

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

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Y	M	D

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

Mayor: Larry Jangula

Director of Legislative Services:
John Ward

THIS IS AN INSTRUMENT REQUIRED
BY THE APPROVING OFFICER FOR
SUBDIVISION PLAN EPP17584
CREATING THE CONDITION OR
COVENANT ENTERED INTO UNDER
SECTION 219 OF THE THE LAND
TITLE ACT:

Name:
Approving Officer

(as to both signatures)

OFFICER CERTIFICATION:

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

TERMS OF INSTRUMENT - PART 2

COVENANT

(Section 219 *Land Title Act*)

THIS AGREEMENT made the 30th day of April, 2013.

BETWEEN:

CROONEN CONSTRUCTION CO. LTD., Inc. No. BC0174068
Box 3363
Courtenay, BC V9N 5N5

(hereinafter called the "Grantor")

AND:

THE CORPORATION THE CITY OF COURTENAY, a Municipal Corporation
830 Cliffe Avenue
Courtenay, BC V9N 2J7

(hereinafter called the "Grantee")

WHEREAS:

- A. The Grantor is the registered owner of ALL AND SINGULAR that parcel of land in the City of Courtenay in the Province of British Columbia more particularly known and described in Item 2 of the Form C attached hereto (hereinafter, called the "Lands"); and
- B. As a condition of the Approving Officer for the Grantee granting final subdivision approval to create the Lands, the Grantor has agreed to the registration of a covenant under Section 219 of the *Land Title Act* of British Columbia against title to the Lands on the terms and conditions set out herein.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants herein contained and the sum of one dollar paid by the Grantee to the Grantor, the receipt and sufficiency of which the Grantor acknowledges, the Grantor and the Grantee agree, pursuant to section 219 of the *Land Title Act* as follows:

1. The Grantor covenants and agrees with the Grantee that the Lands may not be used or developed in a manner that permits vehicular access or pedestrian access or both to Cliffe Avenue.

2. The covenants contained in this Agreement shall be construed as covenants running with the Lands until discharged by an instrument in writing duly executed by the Grantee and filed at the Victoria Land Title Office.
3. Nothing contained or implied herein will in any way prejudice or affect the rights and powers of the Grantee in the exercise of its functions as a municipality under any public and private statutes, by-laws, orders and regulations, all of which may be fully exercised in relation to the Lands and the parent property from which the Lands are being subdivided as if this Agreement had not been executed and delivered by the Grantor.
4. The Grantor covenants and agrees with the Grantee to indemnify and hold the Grantee harmless from all actions, causes of action, prosecutions, proceedings, judgments, orders, claims, fines, demands, losses, costs or expenses whatsoever and by whomsoever brought by reason of any act or omission carried out by or not carried out by the Grantee, its elected officials, officers, servants, agents or employees in the exercise or purported exercise of any of the rights of compliance or attempted compliance with any obligations granted or imposed by this Agreement, or arising from the restrictions imposed on the use of the Lands.
5. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Agreement shall restrict use of the Lands in the manner provided herein despite any right or permission to the contrary contained in any bylaw of the Grantee.
6. The Grantor shall, at the Grantor's expense, do or cause to be done all acts reasonably necessary to register this Agreement against title to the Lands with priority over all financial charges, liens and encumbrances registered or pending registration at the time of application for registration of this agreement against title to the Lands.
7. The rights given to the Grantee by this Agreement are permissive only and nothing in this Agreement imposes any legal duty of any kind on the Grantee to anyone, or obliges the Grantee to enforce this Agreement, to perform any act or to incur any expense in respect of this Agreement, except that nothing in this section shall affect the contractual rights and obligations of the parties hereto under this Agreement.
8. Every obligation and covenant of the Grantor in this Agreement constitutes both a contractual obligation and a covenant granted under section 219 of the *Land Title Act* in respect of the Lands and this Agreement burdens the Lands and runs with them and binds the successors in title to the Lands until discharged by an instrument in writing duly executed by the Grantee and filed at the Victoria Land Title Office. This Agreement burdens and charges all of the Lands and any parcel into which the Lands are subdivided by any means and any parcel into which the Lands are consolidated (including by removal of interior parcel boundaries) and shall be extended, at the Grantor's cost, to burden and charge any land consolidated with the Lands.

9. An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
10. If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
11. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
12. The parties hereto shall execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement on Forms C and D to which this Agreement is attached and which form part of this Agreement.

END OF DOCUMENT

THE CORPORATION OF THE CITY OF COURTENAY

6

REPORT TO COUNCIL

FROM: Kevin Lagan, P.Eng.
Director of Operational Services


FILE: 3220-20-932 5th St.

DATE: May 14, 2013

SUBJECT: Statutory Right of Way Over Part of Lot A, District Lot 127 Comox
District Plan EPP28014

C.A.O. COMMENTS/RECOMMENDATIONS:

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


David Allen

RECOMMENDATION:

That Council approve the **Statutory Right of Way Over Part of Lot A, District Lot 127 Comox District Plan EPP28014**; and

That the Mayor and Director of Legislative Services be authorized to sign the Statutory Right of Way document.

PURPOSE:

To approve the Statutory Right of Way between HERITAGE REVIVAL HOMES LTD. (INC. NO. BC0700360) & SLEGG CONSTRUCTION MATERIALS LTD. (INC. NO. BC0377375) and to authorize the Mayor and Director of Legislative Services to sign the Statutory Right of Way over **Part of Lot A, District Lot 127 Comox District Plan**, for the municipal infrastructure located within the approved strata development.

BACKGROUND:

All legal documents are to be presented, on an individual basis, to Council and the Mayor and Director of Legislative Services authorized to sign the Documents.

A road SRW is required to improve turning radius in narrow lane at rear of strata development; storm water SRW is also required to pick up surface drainage into catch basin located on strata property.

DISCUSSION:

A road SRW is required to improve the turning radius in this narrow lane at rear of strata development; storm water SRW is also required to pick up surface drainage into catch basin located on strata property. Both are for City operations benefit and do not benefit the owner or the strata development.

A copy of the Statutory Right of Way document and a site reference plan are attached.

FINANCIAL IMPLICATIONS:

The City will cover all costs in obtaining SRW from owner which are provided in the operations SRW budget.

STRATEGIC PLAN REFERENCE:

At this time there are no strategic plan references.

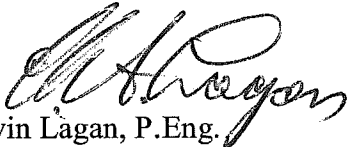
OCP SUSTAINABILITY REFERENCE:

No references.

REGIONAL GROWTH STRATEGY REFERENCE:

No references.

Respectfully submitted,



Kevin Lagan, P.Eng.
Director of Operational Services



Lesley Hatch, P.Eng.
Municipal Engineer

RAP/sp

**SITE PLAN FOR:
LANE BETWEEN MENZIES AVENUE AND PIDCOCK AVENUE**

B.C.G.S. 92F.086

SCALE = 1 : 250

All distances are in metres and decimals thereof unless otherwise stated.
The intended plot size of this plan is 560 mm in width by 432 mm in height (C-size) when plotted at a scale of 1:250.

LEGEND:

Bearings are astronomic derived from Pending Plan EPP22423

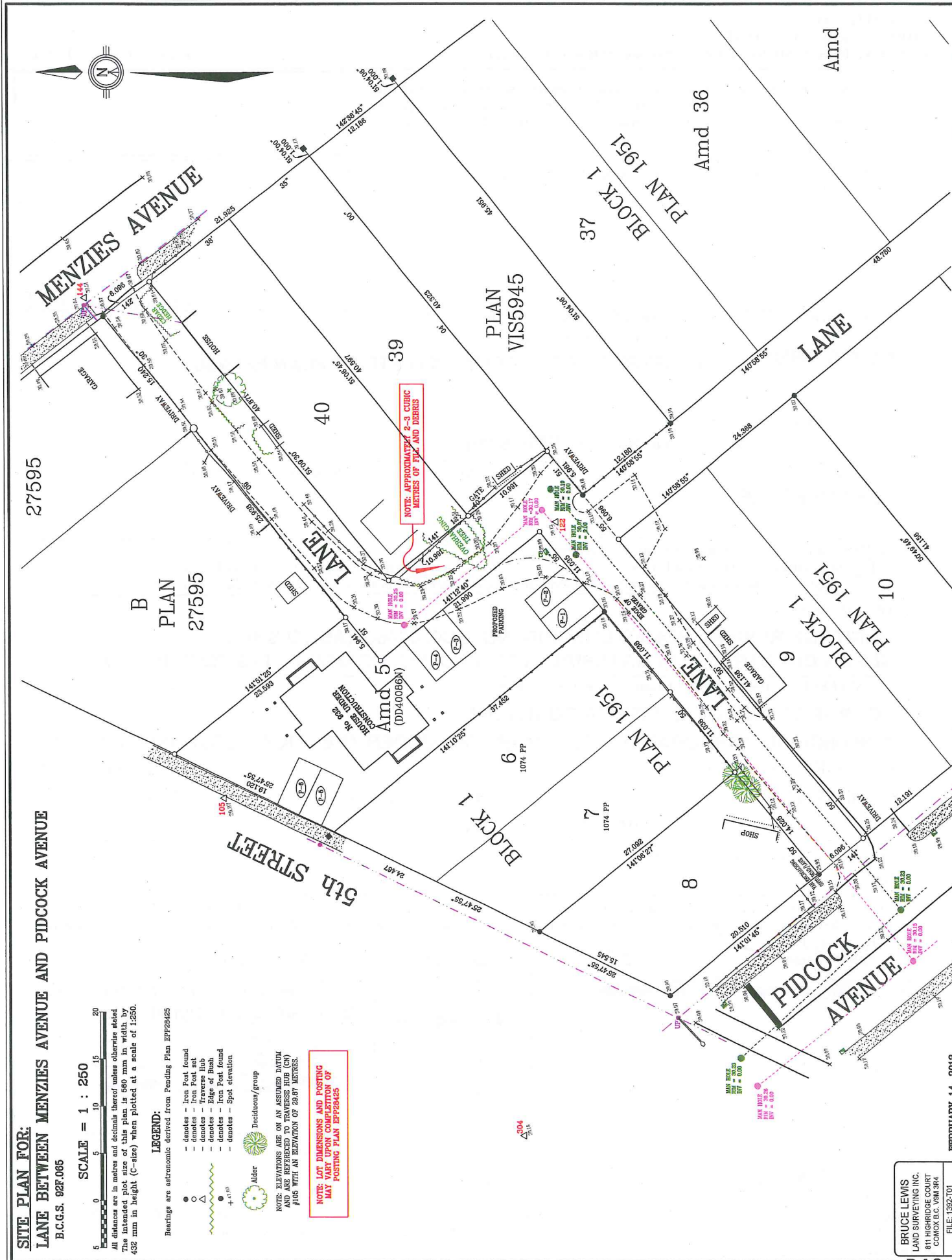
- denotes - Iron Post found
- △ denotes - Iron Post set
- denotes - Private Right
- denotes - Iron Post found
- denotes - Spot elevation



Deciduous/group

NOTE: ELEVATIONS ARE ON AN ASSUMED DATUM AND ARE REFERRED TO TRAVERSE HUB (CN) #106 WITH AN ELEVATION OF 23.07 METRES.

NOTE: LOT DIMENSIONS AND POSTING MAY VARY UPON COMPLETION OF POSTING PLAN EPP22423



BRUCE LEWIS
LAND SURVEYING INC.
811 HURCHILL COURT
COMOX B.C. V9M 3R4
FILE: 1392-T01

FEBRUARY 14, 2013.

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

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



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

Deduct LTSA Fees? Yes

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

NO PID NMBR LOT A DISTRICT LOT 127 COMOX DISTRICT PLAN EPP28014

STC? YES

Related Plan Number: **EPP28014**

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION
SEE SCHEDULE

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

(a) Filed Standard Charge Terms D.F. No.

(b) Express Charge Terms Annexed as Part 2

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

5. TRANSFEROR(S):

**HERITAGE REVIVAL HOMES LTD. (INC. NO. BC0700360) [AS TO SRW]
SLEGG CONSTRUCTION MATERIALS LTD. (INC. NO. BC0377375) [AS TO PRIORITY]**

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

**CORPORATION OF THE CITY OF COURTENAY
A MUNICIPAL CORPORATION INCORPORATED UNDER THE LOCAL GOVERNMENT ACT
830 CLIFFE AVENUE
COURTENAY V9N 2J7 CANADA**
Incorporation No
N/A

7. ADDITIONAL OR MODIFIED TERMS:
N/A

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

Officer Signature(s)

CHARLES E. ALLEN
Barrister & Solicitor
490 Pent. St.
Courtenay BC V9N 1R6

Execution Date

Y	M	D
13	05	15.

Transferor(s) Signature(s)

HERITAGE REVIVAL HOMES LTD.
by its authorized signatory(ies):

Name: **GLEN CROSS**

Name:

(as to all signatures)

OFFICER CERTIFICATION:

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

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)



CHARLES E. ALLEN
Barrister & Solicitor
480 Ninth Street
Courtenay, BC
V9N 1P8

(as to all signatures)


(as to all signatures)

Execution Date

Y	M	D
13	05	15

Transferor / Borrower / Party Signature(s)

SLEGG CONSTRUCTION MATERIALS LTD. by its authorized signatory(ies):


Name: Kelly Clason

Name:

CORPORATION OF THE CITY OF
COURTENAY by its authorized
signatory(ies):

Mayor:

Corporate Officer:

OFFICER CERTIFICATION:

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

**LAND TITLE ACT
FORM E**

SCHEDULE

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Statutory Right of Way		over part on Plan EPP29260

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Granting the Statutory Right of Way herein priority over CA2953307

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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TERMS OF INSTRUMENT - PART 2

STATUTORY RIGHT OF WAY

THIS AGREEMENT dated for reference the 9th day of May, 2013 is

BETWEEN:

HERITAGE REVIVAL HOMES LTD., Inc. No. BC0700360
1589 Cedar Avenue
Courtenay, BC V9M 2V6

(hereinafter called the "Grantor")

AND:

CORPORATION OF THE CITY OF COURTENAY, a Municipal Corporation
830 Cliffe Avenue
Courtenay, BC V9N 2J7

(hereinafter called the "Grantee")

WHEREAS:

- A. The Grantor is the registered owner of that parcel of land in the City of Courtenay in the Province of British Columbia more particularly known and described as:

NO PID Lot A, District Lot 127, Comox District, Plan EPP28014

(the "Lands");

- B. The Grantor has agreed to grant to the Grantee a statutory right of way for the construction, installation, improvement, extension, removal, alteration, repair, maintenance, operation, replacement, and use of certain works, including all appurtenances ancillary and incidental thereto, all generally described as follows:

all pipes, valves, fittings, pumps, conduits, culverts, facilities and appurtenances necessary or convenient for the carrying of water, sanitary sewage, storm sewage or drainage as part of the Grantee's system of waterworks, sewage works and drainage works (the "Sewer Works"); and

all road works, including but not limited to curbs and gutters, with gravel, concrete, asphalt, bark-mulch, stone, brick, or other all-weather impervious surfaces of any kind, landscaping, lighting, retaining walls, railings, and other

facilities and appurtenances necessary or convenient for the passage of the public and the use of the area of a public laneway (the "Public Access Works");

(the Sewer Works and the Public Access Works are hereinafter collectively referred to as the "Works"); and

- C. This statutory right of way is necessary for the operation and maintenance of the Grantee's undertaking.

NOW THEREFORE THIS AGREEMENT WITNESSES that, pursuant to section 218 of the *Land Title Act* and in consideration of ONE DOLLAR (\$1.00) paid by the Grantee to the Grantor and other valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereto agree as follows:

1. The Grantor, for itself, its successors and assigns, hereby gives and grants unto the Grantee, its successors and assigns, in perpetuity the full, free and unrestricted right, license, liberty, privilege, easement and statutory right of way (the "SRW") for the Grantee, its officers, employees, contractors and agents in common with the Grantor, at all times hereafter to enter, go, be on, pass and repass, with or without vehicles, personal property and equipment, upon, over, under and through the portion of the Lands shown in dark outline on the explanatory plan prepared by Bruce V. Lewis, B.C.L.S. and deposited in the Victoria Land Title Office under number EPP29260 (the "Right of Way Area"), a reduced copy of which is attached hereto as Schedule "A", to:
 - (a) construct and install the Works upon the Right of Way Area and to remove, replace, repair, alter, maintain, clean, inspect, patrol and operate the Works from time to time in the Grantee's discretion as part of the Grantee's municipal water, sewer and drainage services and municipal landscape maintenance services;
 - (b) have unobstructed access to and from the Right of Way Area at any and all times;
 - (c) establish grades and levels upon the Right of Way Area;
 - (d) excavate or otherwise alter the contours of the Right of Way Area and to backfill trenches on the Right of Way Area provided such excavation or alteration does not adversely affect the balance of the Grantor's Lands;
 - (e) make surveys and tests;
 - (f) remove from the Right of Way Area such structures, improvements, fixtures, fences, gates, trees, shrubs, plants, vehicles, mobile homes, storage facilities and other obstructions whatsoever as, in the Grantee's reasonable opinion, is necessary in order to construct, install, remove, repair, alter, operate, maintain, clean, inspect, patrol or replace the Works;

- (g) temporarily store upon the Right of Way Area all vehicles, equipment, machinery, materials, or other movable property of any description necessary to construct, install, remove, repair, operate, alter, maintain, inspect, clean or replace the Works; and
- (h) do all other things on the Right of Way Area as may be reasonably necessary, desirable or incidental to the Works.

2. The Grantor must:

- (a) not do or permit to be done anything in the Right of Way Area which in the opinion of the Grantee, acting reasonably, may interfere with, injure or impair the operating efficiency of, or obstruct access to or the use of, the Right of Way Area, the Works or the rights granted under this SRW;
- (b) trim or, if the Grantee requires, permit the Grantee to trim or cut down any tree or other growth on the Right of Way Area which in the opinion of the Grantee constitutes or may constitute a danger, impairment or obstruction to the Works or to those using the Right of Way Area in connection with the Works;
- (c) permit the Grantee to peaceably hold and enjoy the rights hereby granted;
- (d) permit the Grantee to maintain and clean the surface of the Right Way Area and do all other things in the Right of Way Area which in the reasonable opinion of the Grantee are reasonably necessary for the safe use and preservation of the Right of Way Area for the purposes of the Works and the SRW;
- (e) not deposit or place garbage, debris or other material on Right of Way Area;
- (f) not place, install or construct any building, structure, mobile or manufactured home or other improvement (excepting paving and fences) on the Right of Way Area;
- (g) not permit any building, construction, structure or other improvement to overhang the Right of Way Area, without the Grantee's written approval;
- (h) not carry on blasting on or adjacent to the Right of Way Area without the Grantee's approval;
- (i) at its own expense, do or cause to be done all acts necessary to grant priority to this SRW over all financial charges and encumbrances which are registered, or pending registration, against title to the Lands, in the Land Title Office, save and except those that have been approved in writing by the Grantee; and
- (j) at its own expense, do or execute or cause to be done or executed all such further and other lawful acts, deeds, things, conveyances and assurances

whatsoever for better assuring to the Grantee the rights, liberties and SRW hereby granted.

3. Nothing in this Agreement shall be held to restrict the Grantor from using the Right of Way Area in any manner which does not interfere with the security, efficient functioning or unobstructed access to the works and, in particular, the Grantor may use the surface of the Right of Way Area for normal garden purposes, and the lawful parking of vehicles and may erect and maintain fences thereon and may cover the Right of Way Area with gravel, asphalt or concrete of a depth reasonably sufficient for parking area or walk, but will not erect any building thereon or permit anything to be placed thereon or done to injure the Works, including the planting of large trees and shrubs, or to prevent reasonable access by the Grantee.
4. The Grantee, must in the exercise of its powers hereunder,
 - (a) do all things hereby authorized to be done by it over, through, under and upon the Right of Way Area in a good and workmanlike manner so as to cause no unnecessary damage or disturbance to the Grantor, the Lands or Right of Way Area or to any improvements thereon;
 - (b) not bury, without the prior written consent of the Grantor, construction debris or rubbish in excavations or backfill; and
 - (c) if the Grantee removes anything placed on the Right of Way Area and in particular shrubs, plants, fences, or breaks up any asphalt or cement, it will replace and repair the same as promptly as possible after completing the work in which it is engaged so as to restore the ground and the things located thereon to their original condition, and the work shall be carried out in such a manner as to cause the least damage and inconvenience to the Grantor and the Grantee.
5. The Grantee:
 - (a) is entitled to peaceably hold and enjoy the rights, liberties and SRW hereby granted without hindrance, molestation or interruption by the Grantor or any person, firm or Corporation claiming by, through, under or in trust for the Grantor;
 - (b) in its sole discretion may at any time remove any or all of the Works installed by the Grantee in, upon or under the Right of Way Area, all of which remain chattels and the property of the Grantee, notwithstanding that they may be annexed or affixed to the freehold;
 - (c) on default by the Grantor of any of its obligations under this Agreement, may, but is not obliged to, rectify the default, provided that, except in the case of an emergency, the Grantee must first give 20 days prior notice to the Grantor

specifying the default and requiring it to be remedied. The Grantor shall reimburse the Grantee for its reasonable, out of pocket expenses incurred in remedying such a default; and

- (d) despite subsection (b) above, if the Grantee abandons, releases or discharges the SRW, the Grantee is not responsible or obligated in any way to remove or pay for the cost of removal of any Works from the Right of Way Area.
6. Every obligation and covenant of the Grantor in this Agreement constitutes both a contractual obligation and a statutory right of way granted under section 218 of the *Land Title Act* in respect of the Lands and this Agreement burdens the Lands and runs with them and binds the successors in title to the Lands until discharged by an instrument in writing duly executed by the Grantee and filed at the Victoria Land Title Office. This Agreement burdens and charges all of the Lands and any parcel into which the Lands are subdivided by any means and any parcel into which the Lands are consolidated (including by removal of interior parcel boundaries) and shall be extended, at the Grantor's cost, to burden and charge any land consolidated with the Lands.
7. This Agreement does not:
- (a) affect or limit the discretion, rights, duties or powers of the Grantee under the common law or any statute, bylaw, or other enactment;
 - (b) affect or limit the common law or any statute, bylaw or other enactment applying to the Lands; or
 - (c) relieve the Grantor from complying with the common law or any statute, bylaw or other enactment.
8. The Grantor covenants to and does hereby indemnify and save harmless the Grantee, its elected officials, officers and employees at all times from all losses, damages, actions, suits, claims, demands, costs, expenses, fees and liabilities of any nature whatsoever by whomsoever brought, made or suffered for which the Grantee is or may become liable, incur or suffer by reason of any injury to person (including death) or loss or damage to property or economic loss arising directly or indirectly from a breach or non-performance by the Grantor of its covenants or obligations in this Agreement, or arising directly or indirectly from any wrongful act, omission or negligence of the Grantor in, on, around and about the Lands, the Right of Way Area, or in any way connected to or relating to the Works.
9. Any notice to be given pursuant to this Agreement must be in writing and may be delivered personally or sent by prepaid mail. The addresses of the Grantee for the purpose of notice is the address hereinbefore set out, and the address of the Grantor is the address on record for the owner of the Lands at the Land Title Office. If notice is delivered personally, it may be left at the relevant address in the same manner as

ordinary mail is left by Canada Post and is to be deemed given when delivered. If notice is mailed, it is to be deemed given 5 days after mailing by deposit at a Canada Post mailing point or office. In the case of any strike or other event causing disruption of ordinary Canada Post operations, a party giving notice must do so by personal delivery as provided in this section. Any party may at any time give notice in writing to the other of any change of address and from and after the receipt of notice the address therein specified is to be deemed to be the address of such party for the giving of notice.

10. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns.
11. Wherever the singular or the masculine are used, the same shall be construed as meaning the plural or the feminine or the body politic or corporate where the context or the parties hereto so require.
12. If any section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of 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 the Agreement.
13. This Agreement shall be governed and construed in accordance with the laws of British Columbia.
14. Wherever this Agreement creates a power or obligation of the Grantee to make a decision or to exercise any contractual right or remedy, the Grantee may do so in accordance with the provisions of this Agreement and no public law duty, whether arising from the principles of procedural fairness or the rules of natural justice, shall have any application.
15. No amendment of this Agreement is valid or binding unless in writing and executed by the parties.
16. Schedule "A", being a reduced copy of the Plan delineating the Right of Way Area, forms part of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement on Forms C and D to which this Agreement is attached and which form part of this Agreement.

PRIORITY AGREEMENT

SLEGG CONSTRUCTION MATERIALS LTD. (the "Chargeholder") being the holder of Mortgage No. CA2953307 (the "Charge")

The Chargeholder, in consideration of the premises and the sum of One Dollar (\$1.00) now paid to the Chargeholder by the Transferee, hereby approves of, joins in and consents to the granting of the within Agreement and covenants and agrees that the same shall be binding upon its interest in or charge upon the Lands and shall be an encumbrance upon the Lands prior to the Charge in the same manner and to the same effect as if it had been dated and registered prior to the Charge.

IN WITNESS WHEREOF the Chargeholder has executed this Agreement on Form D to which this Agreement is attached and which forms part of this Agreement.

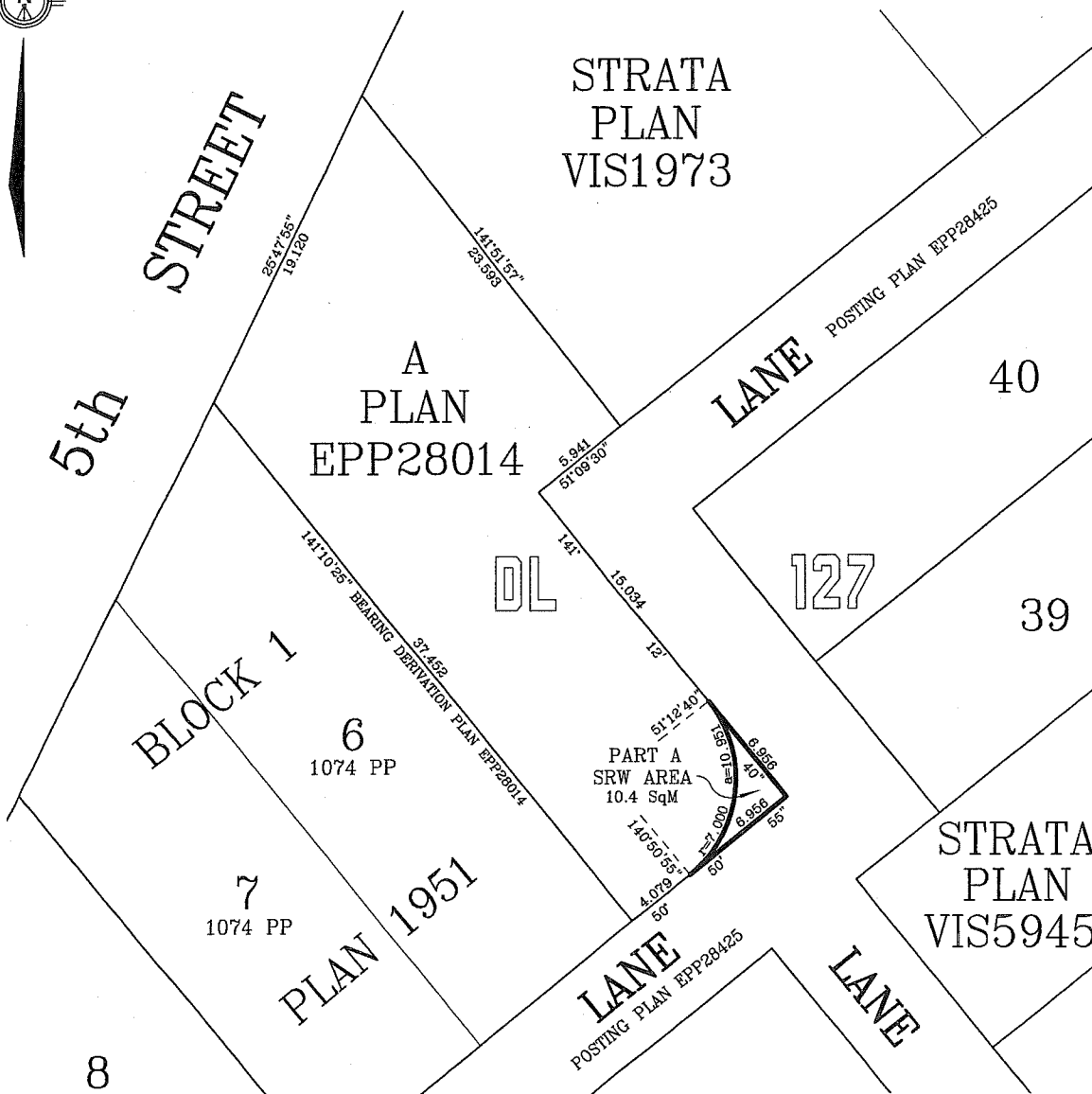
**EXPLANATORY PLAN OF SRW OVER:
PART OF LOT A, DISTRICT LOT 127, COMOX
DISTRICT, PLAN EPP28014
PURSUANT TO SECTION 99(1)(e) OF THE LTA
B.C.G.S. 92F.065**

EPP29260

LEGEND

Bearings are astronomic derived from Plan EPP28014
SqM - denotes - Square Metres

BOOK OF REFERENCE	
PARCEL	AREA
PART A PLAN EPP28014	10.4 SqM
TOTAL SRW AREA	10.4 SqM



**BRUCE LEWIS
LAND SURVEYING INC.**
811 HIGHRIDGE COURT
COMOX B.C. V9M 3R4
FILE: 1392-P02

SCALE = 1 : 250



All distances are in metres and decimals thereof unless otherwise stated
The intended plot size of this plan is 280 mm in width by
432 mm in height (B-size) when plotted at a scale of 1:250.

This plan lies within the
Comox Valley Regional District.

This plan is based on the following Land
Title and Survey Authority of BC records:
- PLAN EPP28014
Bruce V. Lewis, BCLS

For info



Minister
of National Defence



Ministre
de la Défense nationale

Ottawa, Canada K1A 0K2

MAY 07 2013

His Worship Larry Jangula
Mayor of the City of Courtenay
The Corporation of the City of Courtenay
Office of the Mayor
830 Cliffe Avenue
Courtenay BC V9N 2J7

Dear Mayor Jangula:

Thank you for your letter of 4 April 2013 concerning the infringements on the airspace at Canadian Forces Base Comox. As the Minister charged with enforcing the *Aeronautics Act*, I assure you that I take flight safety extremely seriously.

As you are aware, subsection 5.7(3) of the *Aeronautics Act* allows landowners to submit objections to the Base's plan to cut or top trees on their properties. In this particular case, four landowners have objected. Unfortunately, no judicial process exists to hear and rule on said objections. Consequently, staff members within Assistant Deputy Minister (Infrastructure and Environment) are working with Canadian Forces Legal Advisors to develop a process that will withstand judicial scrutiny.

The Department of National Defence is currently engaging with the Department of Justice on this matter. This current engagement will ensure that any appeals down the road can be dealt with in a timely manner.

Our objective remains to conclude this entire process before autumn weather sets in, when operations at your airport could be negatively affected. I will direct my staff to keep you informed on the progress of this file.

I trust that this information is helpful, and I thank you for keeping me informed about this issue.

Sincerely,

Peter MacKay

FOR INFO

Office of the Chief Administrative Officer

600 Comox Road, Courtenay, BC V9N 3P6
Tel: 250-334-6000 Fax: 250-334-4358
Toll free: 1-800-331-6007
www.comoxvalleyrd.ca



Comox Valley
REGIONAL DISTRICT

File: 715-01

May 7, 2013

Sent via email only: dallen@courtenay.ca

David Allen
Chief Administrative Officer
City of Courtenay
830 Cliffe Ave
Courtenay, B.C. V9N 2J7

Dear Mr. Allen:

Re: Local government administration and meeting space needs

At its April 30, 2013 meeting, the Comox Valley Regional District (CVRD) board of directors adopted the following resolution:

THAT the chief administrative officer for the Comox Valley Regional District explore synergies for shared local government boardroom and other administration space needs with the School District No. 71 (Comox Valley) and the City of Courtenay.

Sharing administrative and meeting spaces with other local governments and agencies may be an opportunity to not only share resources and expenses, but also to address our facility needs now and into the future.

Teresa Warnes, executive assistant, will be contacting your office as well as School District No. 71 to coordinate a preliminary meeting regarding shared administration space.

Sincerely,

A handwritten signature in black ink, appearing to read 'Debra Oakman'.

Debra Oakman, CMA
Chief Administrative Officer

THE CORPORATION OF THE CITY OF COURTENAY

BYLAW NO. 2745

A bylaw to amend Corporation of the City of Courtenay Zoning Bylaw No. 2500, 2007

WHEREAS the Council has given due regard to the consideration given in Section 903 of the *Local Government Act*;

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

1. This bylaw may be cited for all purposes as “**Zoning Amendment Bylaw No. 2745, 2013**”.
2. That “Zoning Bylaw No. 2500, 2007” be hereby amended as follows:
 - (a) by rezoning Lot 7, Section 47, Comox District, Plan VIP55917 (1397 Sitka Avenue), as shown in bold outline on **Attachment A** which is attached hereto and forms part of this bylaw, from Residential One Zone (R-1) to Residential One S Zone (R-1S);
 - (b) That Zoning Bylaw No. 2500, 2007, Schedule No. 8 be amended accordingly.
3. This bylaw shall come into effect upon final adoption hereof.

Read a first time this 21st day of May, 2013

Read a second time this 21st day of May, 2013

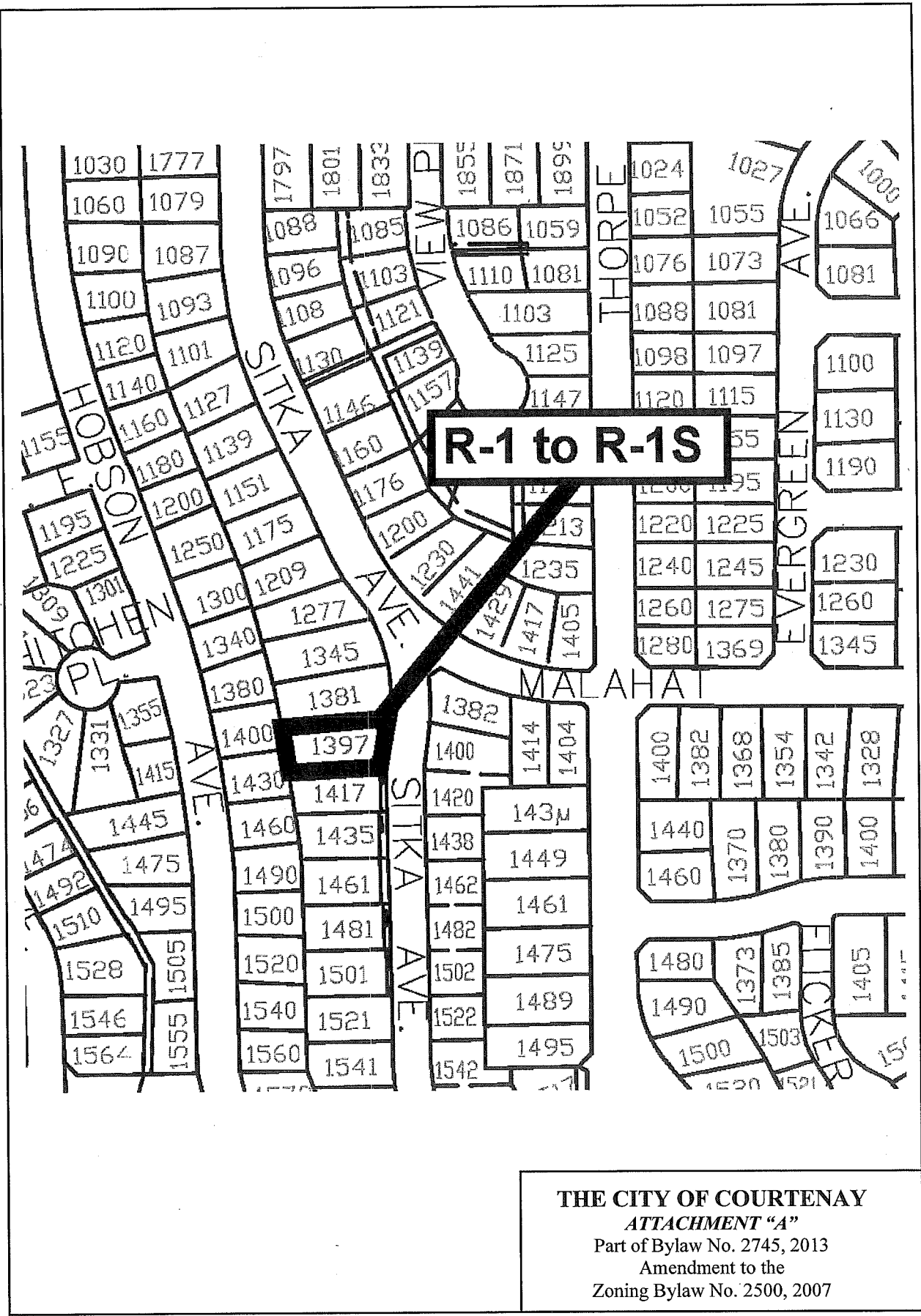
Considered at a Public Hearing this day of , 2013

Read a third time this day of , 2013

Finally passed and adopted this day of , 2013

Mayor

Director of Legislative Services



R-1 to R-1S

THE CITY OF COURTENAY
ATTACHMENT "A"
 Part of Bylaw No. 2745, 2013
 Amendment to the
 Zoning Bylaw No. 2500, 2007

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, demolition, agriculture, land development, construction or repair of any services or utilities, anything constructed, altered, repaired, in or under land.

"*Contractor*" means a person or company that undertakes a contract to provide materials or labour to perform a service or do a job.

"*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.

“Turbidity” means a measure of water clarity in Nephelometric Turbidity Units (NTU).

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 or as otherwise specified in the approved ESC Plan. If background levels of turbidity and TSS are greater than that specified in the plan, then the induced turbidity and TSS shall not be more than 10% greater than background levels.
- 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 by the **Owner** or **Developer**, 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. It is a condition of the letter of credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date. *The amount may be filled in once the Contractor has been selected and has reviewed the details in the ESC Plan. An application is deemed incomplete until signed by the contractor (see 4.2)*

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 both the appointed ESC Supervisor and Contractor.
- 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 required);
- (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. Monitoring frequencies will include a random weekly site visit plus a mandatory site visit during a *Significant Rainfall Event*.

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, or if the requirements of the permit are not being adhered to.

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 second time this 13th day of November, 2012

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

Third reading rescinded this 6th day of May, 2013

Reconsidered, amended and read a third time this 6th day of May, 2013

Finally passed and adopted this day of , 2013

Filed with the Ministry of Forests, Lands and Natural Resources Operations – Concurrent Authority Section 9 (1)(e)(ii) of the *Community Charter* on , 2013

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:

Email:

Part 2. DEVELOPER

Name:

Address:

Telephone:

Email:

Part 3. EROSION AND SEDIMENT CONTROL SUPERVISOR

Name:

Address:

Telephone:

Email:

Part 4. IDENTIFICATION OF LAND WHERE CONSTRUCTION WILL OCCUR

Civic Address:

Legal

Description:

Size of Land (approximate area)

Expected Start date: __/__/

Parcel:

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 Developer _____

Signature of the Contractor _____

Office Use Only

ISSUED BY THE CITY on _____ by _____
PERMIT NO. _____ (Authorized Signatory of City)

SCHEDULE "B"

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

EROSION AND SEDIMENT CONTROL

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) Construct site access pads 4.5 metres wide at all accesses to site;
- (c) Restrict vehicle access and utilize wheel wash pads at access points;
- (d) Install silt fencing around stockpiles and at the toe of disturbed slopes;
- (e) Completely cover temporary stockpiles or spoiled material with polyethylene or tarps and surround with silt fence;
- (f) 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;
- (g) Divert runoff away from cleared areas by use of low berms;
- (h) Convey surface runoff through swales designed to minimize flow velocity and erosion while maximizing settling;
- (i) As a priority, collect runoff into suitable sediment settling facility or facilities prior to discharge off-site;
- (j) Unless deemed unnecessary, a sediment pond should be designed, installed and maintained according to the Land Development Guidelines for the Protection of Aquatic Habitat;
- (k) Keep all sand, gravel, spoiled material and concrete mix off of all hard and paved surfaces;
- (l) 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;
- (m) Regularly sweep roads; and
- (n) Re-vegetate, cover or mulch disturbed areas as soon as practically possible.

Failure to implement measure (b) at a minimum may result in the loss of inspection services.

Signature of developer or agent 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

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, Civil 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;
- (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, 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 "C"

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

**DETAILS OF THE INSPECTING, MONITORING, AND REPORTING
REQUIREMENTS OF THE ESC SUPERVISOR**

Inspecting, Monitoring, and Reporting

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

Inspecting

The ESC Supervisor shall keep detailed notes 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.

The logbook must be made available to the City upon request.

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. - _____
(Owner/Developer)

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

