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ENGINEERING & ENVIRONMENTAL SERVICES COMMITTEE

WEDNESDAY, JUNE 22, 2011 - 3:30 P.M.

CVRD Boardroom, 175 Ingram Street

AGENDA

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7.	**NEW BUSINESS:**		

8. QUESTION PERIOD:

9. CLOSED SESSION

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

SM1	Minutes of February 23, 2011 Closed Session portion of meeting. 0	86 - 87
SSR1	Proposed Provision of a Municipal Service {Sub (1) (k)}	88 - 91

10. ADJOURNMENT

The next meeting of the Engineering & Environmental Services Committee will be held July 27, 2011.

Distribution:

Director Cossey, Chair
Director Kuhn, Vice-Chair
Director Dorey
Director Duncan
Director Giles
Director Harrison
Director Haywood
Director Iannidinardo
Director Kent
Director Marcotte
Director Morrison

As Well As:
Warren Jones, CAO
Brian Dennison, General Manager, Engineering & Environmental Services
Bob McDonald, Manager, Recycling & Waste Diversion
Dave Leitch, AScT., Manager, Water Management
Kate Miller, Manager, Regional Environmental Policy
Mark Kueber, Manager, Corporate Services

Agenda Cover Only:
Directors Hutchins, McGonigle, Seymour, Walker
Tom Anderson, General Manager, Planning & Development
Joe Barry, Corporate Secretary

The Full Agenda Package is available on-line at: http://cvrd.bc.ca/Archive.asp?AMID=50

Minutes of the regular meeting of the Engineering & Environmental Services Committee held in the CVRD Boardroom, 175 Ingram Street, Duncan, on May 25, 2011 at 3:30 p.m.

PRESENT: Director Kuhn, Acting Chair
Directors Dorey, Duncan, Giles, Harrison, Haywood, Iannidinardo, Kent, Marcotte, Morrison and Alternate Directors Bhandar and Burgess

ABSENT: Directors Cossey, Harrison and Morrison

ALSO PRESENT: W. Jones, CAO, CVRD (3:45 p.m.)
B. Dennison, P. Eng., General Manager, E & E
D. Leitch, AScT., Manager, Water Management
B. McDonald, Manager, Recycling & Waste Management
J. Bath, Recording Secretary

APPROVAL OF AGENDA

NB1 was added under New Business.

It was moved and seconded that the agenda be approved as amended.

MOTION CARRIED

ADOPTION OF MINUTES

It was moved and seconded that the minutes of the April 27, 2011 regular Engineering & Environmental Services Committee meeting be adopted.

MOTION CARRIED

BUSINESS ARISING OUT OF MINUTES

BA1

The following motion was referred to the Engineering & Environmental Services Committee from the Board meeting of April 13, 2011 (No. 11-192):

"That the issue of policy around the transfer to sewer capacity units be referred to the Engineering & Environmental Services Committee and the Central Sector Liquid Waste Management Plan Steering Committee."

Staff provided excerpts from agreements between the CVRD and the Joint Utilities Board for Cowichan Bay and Eagle Heights Sewer Systems, which clearly state the policies in place and satisfied the concern raised.

DELEGATIONS

No delegations

REPORTS

R1

A staff report was considered regarding a drainage and street lighting service area request from Ocean Terrace Developments.

It was moved and seconded that this staff report be deferred to the June 22, 2011 meeting of the Engineering & Environmental Committee when Director Harrison is present.

MOTION CARRIED

R2

A staff report was considered requesting first stage approval for CVRD takeover of the Woodley Range Water System.

It was moved and seconded that it be recommended:

1. **That the Board provide first stage approval and authorize staff time to continue with the process of investigating takeover of the Woodley Range Water System, located in Electoral Area H, as requested by Woodley Range Water Works Ltd. subject to the following conditions and with the understanding that nothing is intended by this approval to fetter future CVRD Board decisions on required bylaws:**
   - **All lands with infrastructure works are to be transferred to CVRD, or, if not possible be placed within registered Statutory Rights-of-way, using the CVRD's standard charge terms;**
   - **A utility transfer agreement be executed between the CVRD and the owners;**
   - **A CVRD review of the system be undertaken in order to address deficiencies in the water system;**
   - **The owner of the utility be willing to transfer the system to the CVRD;**
   - **A public consultation process regarding CVRD takeover be undertaken;**
   - **A petition process be carried out and completed by at least 50% of the owners of parcels within the proposed service area with the total value of the parcels representing at least 50% of the net taxable value of all land and improvements in the service area.**
   - **This list is not exhaustive and items may be added, deleted or altered prior to a formal agreement being executed.**
2. **That an assessment of the system be carried out, funded to a maximum cost of $15,000, to be funded from the CVRD Feasibility Study Function and, regardless of ownership transfer, repaid in full from funds held for Woodley Range Water System by the Comptroller of Water.**
3. **That, upon completion of a successful petition process, bylaws be prepared to create a service area for this utility.**

MOTION CARRIED

R3

A staff report was considered regarding increasing requisition limits for various CVRD Sewer Systems.

The Manager explained that parcel taxes would not be increased, but staff wish to raise the maximum limits to allow for expansions of the service areas and the Local |Government Act only allows limits to be raised up to 25% over a five year period.

Staff were requested to write to the Province requesting that the Local Government Act be revised to allow for larger requisition limit increases due to expansion of service areas.

It was moved and seconded that it be recommended to the Board:

1. **That a bylaw be prepared to amend "CVRD Bylaw No. 2790 – Electoral Area A – Sentinel Ridge Sewer System Service Establishment Bylaw, 2006", to increase the maximum requisition from $34,000 to $42,400, and that the amendment bylaw be forwarded to the Board for consideration of three readings and adoption.**
2. **That a bylaw be prepared to amend "CVRD Bylaw No. 3052 – Electoral Area D – Lambourn Estates Sewer System Service Establishment Bylaw, 2008", to increase the maximum requisition from $25,000 to $31,200, and that the amendment bylaw be forwarded to the Board for consideration of three readings and adoption.**
3. **That a bylaw be prepared to amend "CVRD Bylaw No. 2128 – Electoral Area D – Cowichan Bay Sewer System Service Establishment Bylaw, 2000", to increase the maximum requisition from $150,000 to $187,000, and that the amendment bylaw be forwarded to the Board for consideration of three readings and adoption.**
4. **That a bylaw be prepared to amend "CVRD Bylaw No. 2871 – Electoral Area C – Twin Cedars Sewer System Service Establishment Bylaw, 2006", to increase the maximum requisition from $40,000 to $49,900, and that the amendment bylaw be forwarded to the Board for consideration of three readings and adoption.**
5. **That a bylaw be prepared to amend "CVRD Bylaw No. 3103 – Electoral Area C – Cobble Hill Sewer System Service Establishment Bylaw, 2008", to increase the maximum requisition from $30,000 to $37,400, and that the amendment bylaw be forwarded to the Board for consideration of three readings and adoption.**
6. **That a bylaw be prepared to amend "CVRD Bylaw No. 1653 – Electoral Area C – Maple Hills Sewer System Service Establishment Bylaw, 2002", to increase the maximum requisition from $25,000 to $31,200, and that the amendment bylaw be forwarded to the Board for consideration of three readings and adoption.**

7. **That a bylaw be prepared to amend "CVRD Bylaw No. 1910 – Electoral Area B –Shawnigan Beach Estates Sewer System Service Establishment Bylaw, 1999", to increase the maximum requisition from $125,000 to $156,000, and that the amendment bylaw be forwarded to the Board for consideration of three readings and adoption.**
8. **That a bylaw be prepared to amend "CVRD Bylaw No. 2489 – Electoral Area A – Kerry Village Sewer System Service Establishment Bylaw, 2004", to increase the maximum requisition from $20,000 to $24,900, and that the amendment bylaw be forwarded to the Board for consideration of three readings and adoption.**
9. **That a bylaw be prepared to amend "CVRD Bylaw No. 2549 – Electoral Area I –Youbou Sewer System Service Establishment Bylaw, 2004", to increase the maximum requisition from $37,000 to $46,200, and that the amendment bylaw be forwarded to the Board for consideration of three readings and adoption.**

MOTION CARRIED

R4 A staff report was considered regarding increasing requisition limits for various CVRD Water Systems.

It was moved and seconded that it be recommended to the Board:

1. **That a bylaw be prepared to amend "CVRD Bylaw No. 3034 – Electoral Area D – Lambourn Estates Water System Service Establishment Bylaw, 2008", to increase the maximum requisition from $33,000 to $41,200, and that the amendment bylaw be forwarded to the Board for consideration of three readings and adoption.**
2. **That a bylaw be prepared to amend "CVRD Bylaw No. 2994 – Electoral Area A – Fern Ridge Water System Service Establishment Bylaw, 2007", to increase the maximum requisition from $14,600 to $18,200, and that the amendment bylaw be forwarded to the Board for consideration of three readings and adoption.**
3. **That a bylaw be prepared to amend "CVRD Bylaw No. 1670 – Electoral Area D – Cherry Point Water System Service Establishment Bylaw, 1995", to increase the maximum requisition from $19040 to $23,700, and that the amendment bylaw be forwarded to the Board for consideration of three readings and adoption.**
4. **That a bylaw be prepared to amend "CVRD Bylaw No. 2491 – Electoral Area A – Kerry Village Water System Service Establishment Bylaw, 2004", to increase the maximum requisition from $14,500 to $18,100, and that the amendment bylaw be forwarded to the Board for consideration of three readings and adoption.**

5. **That a bylaw be prepared to amend "CVRD Bylaw No. 2886 – Electoral Area I – Youbou Water System Merger Bylaw, 2006", to increase the maximum requisition from $132,000 to $164,800, and that the amendment bylaw be forwarded to the Board for consideration of three readings and adoption.**

MOTION CARRIED

R5 A staff report was considered regarding withdrawal of Capital Reserve Funds for the Cowichan Bay and Eagle Heights Sewer Systems.

It was moved and seconded that the following recommendations be forwarded to the Board:

1. **That a capital reserve fund expenditure bylaw be prepared for withdrawal of funds not exceeding $156,767 from the *Cowichan Bay Sewer System Capital Reserve Fund* to help finance Joint Utility Board Flood Mitigation project and for capital upgrades to the sewer system, and further that the bylaw be forwarded to the Board for consideration of three readings and adoption.**
2. **That a capital reserve fund expenditure bylaw be prepared for withdrawal of funds not exceeding $184,467 from the *Eagle Heights Sewer System Capital Reserve Fund* to help finance Joint Utility Board Flood Mitigation project and for capital upgrades to the sewer system; and further that the bylaw be forwarded to the Board for consideration of three readings and adoption.**

MOTION CARRIED

R6 A staff report was considered regarding the CVRD Energy Mapping and Modelling Project.

It was moved and seconded that it be recommended to the Board:

1. **That CVRD Board resolution No 11-212 be rescinded**
2. **That the Chair and Corporate Secretary be authorized to sign a contract with EA Energy Analyses (EA) for the Cowichan Valley Energy Mapping and Modeling (Integrated Energy Mapping and Analysis) project for a value of $184,843.**

MOTION CARRIED

R7 A staff report was considered regarding Youbou Street Lighting Service and Arbutus Ridge Drainage Service Requisition Limit Increases.

It was moved and seconded:

1. **That "CVRD Bylaw No. 3499 – Youbou Street Lighting Service Amendment Bylaw, 2011, be forwarded to the Board for consideration of three readings and, following provincial and voter approval, consideration of adoption.**

2. **That "CVRD Bylaw No. 3500 – Arbutus Ridge Drainage Service Amendment Bylaw, 2011, be forwarded to the Board for consideration of three readings and adoption.**

MOTION CARRIED

R8

A staff report was received requesting an annual financial contribution towards the Thetis Island Recycling Depot.

It was moved and seconded that it be recommended to the Board:

1. **That an Annual Financial Contribution Service be created with a maximum annual requisition limit of Forty Thousand Dollars ($40,000), for the Thetis Island Residents and Ratepayers Association for the purpose of assisting with costs associated with the operation and collection of solid waste and recycling on Thetis Island.**
2. **That CVRD Bylaw No. 3503 be forwarded to the Board for consideration of three readings and following provincial and voter approval, be considered for adoption.**
3. **That voter approval for adoption of CVRD Bylaw No. 3503 be obtained through an alternative approval process.**

MOTION CARRIED

NEW BUSINESS

NB1

A staff report was considered concerning a management amendment bylaw for the Dogwood Ridge Water System.

It was moved and seconded that "CVRD Bylaw No. 3507 – Dogwood Ridge Water System Management Amendment Bylaw, 2011" be forwarded to the Board for three readings and adoption.

MOTION CARRIED

ADJOURNMENT

It was moved and seconded that the meeting be adjourned.

MOTION CARRIED

The meeting adjourned at 4:16 pm

_____ _____
Chair Recording Secretary

Dated: _____

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STAFF REPORT

BA1

ENGINEERING AND ENVIRONMENTAL SERVICES COMMITTEE MEETING OF MAY 25, 2011

DATE: April 28, 2011 **FILE NO:** 5225-06/SRD 5520-30/SR

FROM: Louise Knodel-Joy, Water Management, Engineering & Environmental Services

SUBJECT: Drainage and Street Lighting System Service Area Requests from Ocean Terrace Developments

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Recommendation:
The Committee's direction is requested.

Relation to the Corporate Strategic Plan: Provides a reliable essential service.

Financial Impact: *(Reviewed by Finance Division: _____)*

Option 1: The developer is responsible for all construction costs. If the Sentinel Ridge service areas are amended to include Ocean Terrace, new users brought into the service area will generate an increased assessment base, thereby improving the financial stability of these systems. This inclusion has not been reflected in the 2011 budget, or in the five year financial plan.

Option 2: New service areas, budgets and five year plans must be created and all financial implications are restricted to that of the proposed development only. Users would pay higher costs until the development is built out. New service areas for this development have not been included in the 2011 budget. As with Option 1, the developer is responsible for all construction costs.

Background: A request from Ocean Terrace Development for inclusion into the Sentinel Ridge Drainage and Streetlighting Service Areas was received on February 8, 2011.

At the March 23, 2011 Engineering & Environmental Services Committee meeting, a resolution was passed that this item be referred back to staff to look into inviting the property owners between the two developments to be part of the drainage and street lighting service areas. Staff have since contacted the property owner, who declined inclusion as this new development will not have street lighting and the drainage system will be managed by the Strata Corporation.

Staff are therefore suggesting one of the following two options be considered:

Option 1:

Include the Ocean Terrace Drainage & Streetlighting Systems in Sentinel Ridge Service Areas

1. That the *Certificate of Sufficiency*, confirming that sufficient petitions requesting inclusion into the Sentinel Ridge Drainage System Service Area and Sentinel Ridge Street Lighting Service Area be received.

.../2

2. That the boundaries of the Sentinel Ridge Drainage System area and Sentinel Ridge Street Lighting System area be amended to include *"PID 009-346-511 Parcel C (DD43694I) D.L. 77, Malahat District, PID 009-346-520 Parcel D (DD33154I), D.L. 77, Malahat District and PID 009-346-554 That part of D.L. 77, Lying to the south of the south boundaries of Parcel C & D of said lot and except those parts in plans 518W, 50504 & VIP86315, Malahat District".*
3. That "CVRD Bylaw No. 2852 – Sentinel Ridge Drainage System Establishment Bylaw, 2006", and "CVRD Bylaw No. 2851 – Sentinel Ridge Street Lighting Establishment Bylaw, 2006", be amended to include *PID 009-346-511 Parcel C (DD43694I) D.L. 77, Malahat District, PID 009-346-520 Parcel D (DD33154I), D.L. 77, Malahat District and PID 009-346-554 That part of D.L. 77, Lying to the south of the south boundaries of Parcel C & D of said lot and except those parts in plans 518W, 50504 & VIP86315, Malahat District",* and that the amended bylaw be forwarded to the Board for consideration of three readings and adoption.

Valid and sufficient Petitions for Services have been received for inclusion into Sentinel Ridge Drainage and Streetlighting Systems. The *Certificates of Sufficiency* and a site plan are attached for consideration.

Option 2:

<u>Create New Service Areas for the Ocean Terrace Development,</u>
That first stage approval be authorized and staff continue with the process of investigating takeover of the Ocean Terrace Drainage and Street Lighting Systems, subject to the following conditions and with the understanding that nothing is intended by this approval to fetter future CVRD Board decisions on required bylaws:

1. All lands on which infrastructure works are located are to be transferred to the CVRD, or, if not possible, will be placed within registered Statutory Rights-of-way, using the CVRD's standard charge terms;
2. A utility transfer agreement be executed between the CVRD and the owners;
3. The owner of utility be willing to sell and/or transfer the system to the CVRD;
4. A petition process be carried out and completed by at least 50% of the owners of parcels within the proposed service area with the total value of the parcels representing at least 50% of the net taxable value of all land and improvements in the service area.
5. This list is not exhaustive and items may be added, deleted or altered prior to a formal agreement being executed

and further that, upon completion of a successful petition process, bylaws be prepared to create service areas for these utilities.

Submitted by

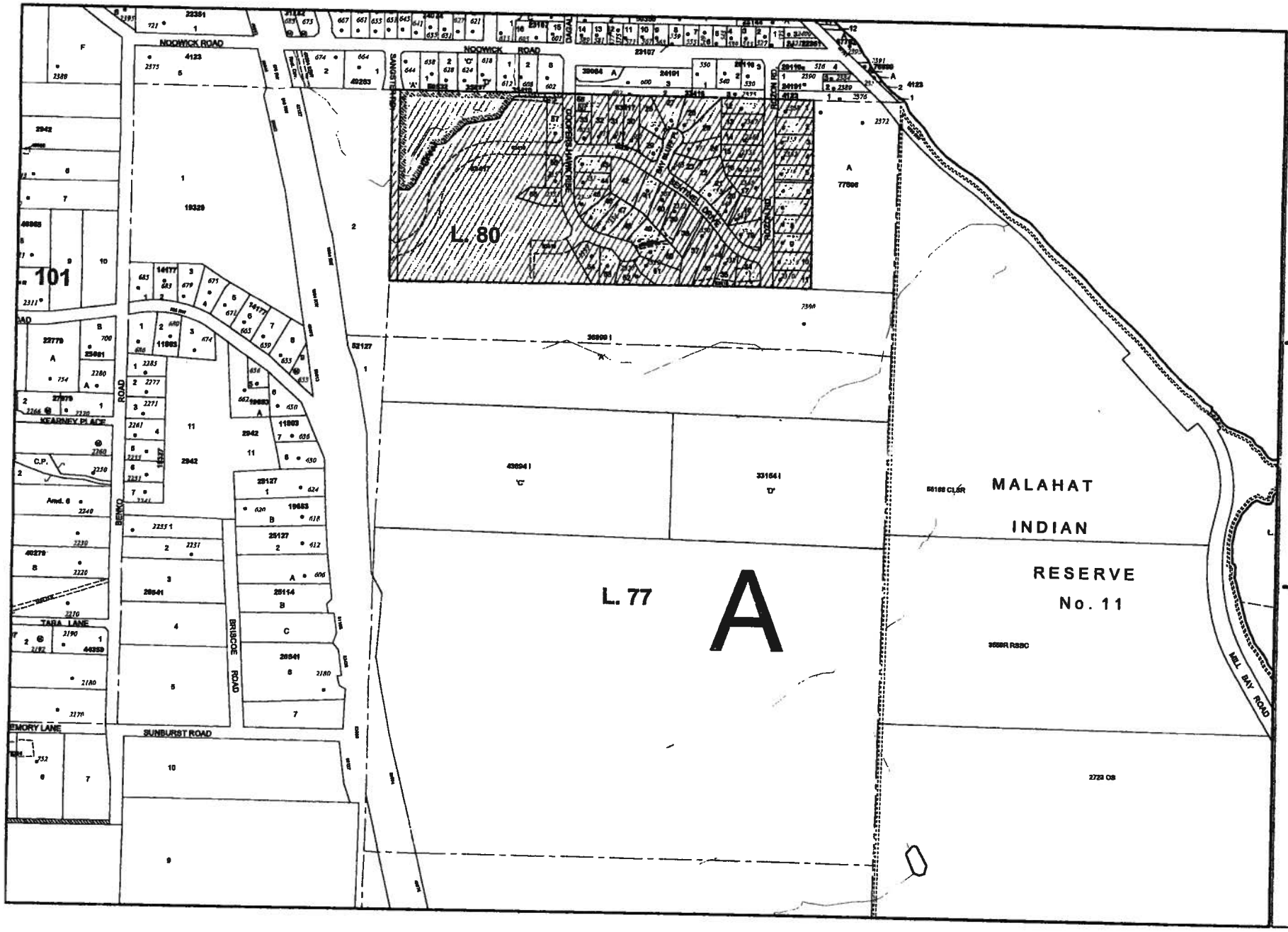
L. Knodel-Joy

Louise Knodel-Joy
Senior Engineering Technologist

Reviewed by:
Division Manager:

Approved by:
General Manager:

LKJ/jlb
Bath: Z:\ESMemos2010\OTD&OTSLServiceAreaMay252011.doc



Cowichan Valley Regional District

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

The Regional District does not warrant the accuracy.

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

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

Printed: April 28, 2011

Streetlighting & Drainage Service Areas

N W E S

Scale: 1:8,500

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R1

STAFF REPORT

ENGINEERING AND ENVIRONMENTAL SERVICES COMMITTEE MEETING OF JUNE 22, 2011

DATE: June 14, 2011 **FILE NO:** 5340-30-SBE/01

FROM: David Leitch, AScT., Manager, Water Management Division

SUBJECT: Shawnigan Beach Estates Sewer System
Upgrades and Short Term Borrowing Requirements

Recommendation:
That it be recommended that the Board authorize short-term borrowing for an amount not to exceed $33,000 towards capital upgrades to the Shawnigan Beach Estates Sewer pump stations, to be paid back over five years, under the Liabilities Agreement Section 175 of the Community Charter.

Relation to the Corporate Strategic Plan: Provides a reliable essential service.

Financial Impact: *(Reviewed by Finance Division:* SEM)
The estimated annual debt retirement cost on $33,000 will be $7,165. The capital project and debt payments have been budgeted in the Shawnigan Beach Estates Sewer System 2011 Budget.

Background:
$275,000 was budgeted in the 2011 budget for sewer pump station upgrades and UV disinfection, with two-thirds of the funding provided through the Community Works Gas Tax Fund and the other one-third borrowed through MFA long -term funding. The immediate scope of work has been reduced so that this project can be completed in the summer months, while inflow and infiltration to the system are at a minimum.

Submitted by

Dave Leitch, AScT., Manager,
Water Management Division

Reviewed by:
Division Manager:

Approved by:
General Manager

LKJ:jlb

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R2

STAFF REPORT

ENGINEERING & ENVIRONMENTAL SERVICES COMMITTEE MEETING OF JUNE 22, 2011

DATE: June 6, 2011 **FILE NO:** 5280-02-01

FROM: Rob Williams, Environmental Technologist II

SUBJECT: Backyard Burning Bylaws

Recommendation/Action:
That staff proceed with a public awareness campaign and consultation process in order to gain public comment regarding the draft CVRD Electoral Area backyard burning bylaws.

Relation to the Corporate Strategic Plan:
The backyard burning bylaw initiative falls under the *Healthy Environment* strategy and, more specifically, the objective of *Protecting the Environment from Harm.*

Financial Impact: *(Reviewed by Finance Division:)*
It is anticipated that the total cost of the public awareness campaign and consultation process, as well as legal fees for enforcement during the first year of implementation will not exceed $10,000. This expense has been included in the 2011 budget under the advertising and legal services accounts.

Background:
At its meeting of April 27, 2011, the Engineering & Environmental Services Committee resolved that staff proceed with the drafting of two backyard burning bylaws, one banning all burning in Electoral Areas A, B, C, D; and a burning control bylaw similar to the District of North Cowichan's Fire Protection Bylaw for Electoral Area E. Electoral Areas F, G, H & I have been included in the draft control bylaw for the Committee's consideration.

Staff recently completed a draft of each of the proposed bylaws and will be consulting with the fire chiefs at their quarterly meeting on June 15, 2011. It is anticipated that consultation with the general public regarding these bylaws will commence later this spring followed by a notification process and full implementation of the bylaws expected to take place in early fall. A condensed timeline is possible, however this may cause resistance and backlash from the public.

An awareness campaign will be launched to inform the general public and businesses about the draft bylaws. The campaign will include access to the bylaws through the CVRD website, as well as having copies of the bylaw available at the CVRD main office and south Cowichan recreation centre's. There will also be newspaper advertisements encouraging public comments regarding the draft bylaws.

A summary of the main comments/issues will be presented to the Engineering & Environmental Services Committee following the public consultation process for consideration.

Submitted by,

Rob Williams, Environmental Technologist
Recycling & Waste Management Division

Reviewed by:
Division Manager

Approved by:
General Manager

RW:jlb
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COWICHAN VALLEY REGIONAL DISTRICT

BYLAW NO. 3512

A Bylaw to Regulate Residential Backyard Burning

WHEREAS the Board of the Cowichan Valley Regional District established a service for *Control and Regulation of Air Pollution* under the provision of CVRD Bylaw No. 3258, cited as "CVRD Bylaw 3258 – Air Pollution Control Service Establishment Bylaw, 2009", for the control and regulation of pollution, nuisances, unwholesome or noxious materials, odours and disturbances within the electoral areas of the Cowichan Valley Regional District;

AND WHEREAS the Board of the Cowichan Valley Regional District deems it desirable to provide additional wild fire prevention and protection of the environment;

AND WHEREAS the Cowichan Valley Regional District wishes to address the concerns of residents whose health and well-being are adversely affected by smoke pollution;

NOW THEREFORE the Cowichan Valley Regional District, in open meeting assembled, enacts as follows:

1. **CITATION:**

   This bylaw may be cited for all purposes as **"CVRD Bylaw No. 3512 – South Cowichan Residential Backyard Burning Bylaw, 2011".**

2. **DEFINITIONS:**

   "Bylaw Enforcement Officer" means the person designated by the Board to administer and enforce bylaws within the Cowichan Valley Regional District.

   "Debris" means disturbed or undisturbed vegetative matter targeted for management or disposal by open burning.

   "Domestic Waste Materials" means household material and food waste, but does not include newspaper and cardboard.

   "Construction-Demolition Waste" means any material resulting from or produced by the complete or partial construction, destruction, or tearing down of any structure.

.../2

"Enforcement Officer" means an Officer(s) of the Royal Canadian Mounted Police.

"Fire Chief" means the Chief of the Fire Department in the jurisdiction where the ***Open Burning*** is occurring, or his authorized designate.

"Garbage" means all household and commercial waste or refuse, whether it contains the remains of edible food or not.

"Garden Refuse" means leaves, foliage, prunings, weeds, crops or stubble for domestic purposes or in compliance with the *Weed Control Act.*

"Incinerator" means a combustion device specifically designed for controlled high temperature burning of waste materials and equipped with a stack or chimney for discharge of contaminants (smoke) to the atmosphere.

"Noxious Material" includes tires, rubber products, drywall, construction-demolition waste, paint, special waste, animal organic waste, vegetable waste, food waste, biomedical waste, tar, asphalt products, battery boxes, plastic materials, waste petroleum products, all of which may produce heavy black smoke or noxious odours.

"Open Burning (or Open Fires)" means the combustion of material without control of the combustion air and without a stack or chimney to vent the emitted products of combustion to the atmosphere. Open burning includes burning of garden refuse in a domestic incinerator operated outdoors, but it does not include charcoal fires contained within barbecues and hibachis for the purpose of cooking food.

"Recreational Fire Pit" means an enclosure or surround of non-combustible material, such as iron rings or stone masonry, no larger than one (1) meter in diameter, and is equipped with a tight-fitting lid of perforated metal or wire screen having openings not more than 1 cm^2 in area; and where one small open fire is contained that burns hand piled dry clean wood waste only and does not exceed 0.5 m^3 in volume.

"Smoke" means the gases, particulate matter and products of combustion emitted into the atmosphere when debris is subjected to ***Open Burning***.

3. APPLICATION

1) This bylaw applies to Electoral Areas: A - Mill Bay/Malahat; B - Shawnigan Lake; C - Cobble Hill; and D - Cowichan Bay within the Cowichan Valley Regional District.

2) This bylaw applies to all ***Open Burning***.

3) This bylaw does not apply to:

   a) persons carrying out "normal farm practices" within the meaning of the *Farm Practices Protection Act* (British Columbia);

   b) a "forest practice" as defined by the *Forest and Range Practices Act* (British Columbia); and

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c) lands classed as Property Assessment Class 7 by the *BC Assessment Authority.*

4. GENERAL REGULATIONS

1) No person shall start or maintain an ***Open Fire*** or cause or allow an ***Open Fire*** to be started or maintained.

2) No person shall burn ***Garbage***, ***Garden Refuse***, and/or ***Noxious Material*** in an open fire, in a domestic ***Incinerator***, or in any other similar device.

3) ***Recreational Fire Pits*** must:

   a) only be ignited or maintained for cooking, warmth, or ceremonial purposes;

   b) not exceed .05 m^3 in volume;

   c) be contained within a fire pit made of non-combustible material and must rest on a non-combustible foundation;

   d) be located not less than 2 metres from a property line and not less than 5 metres from a building, or flammable or combustible material;

   e) be completely extinguished with water or by smothering with mineral soils.

4) A person who ignites a ***Recreational Fire Pit*** shall ensure that an effective means of extinguishing the fire, *by means of water or smothering with mineral soils*, is available immediately adjacent to the fire pit at all times while the fire is maintained.

5) No more than one (1) ***Recreational Fire Pit*** may be ignited or burning at a time on a property.

6) No person shall obstruct or prevent a ***Bylaw Enforcement Officer, Enforcement Officer***, or ***Fire Chief*** from carrying out inspections or enforcing the regulations of this Bylaw.

7) In the event of a conflict between a provision of this Bylaw and a provision of the *National Fire Code of Canada,* the *Forest Practices Code and Regulations (British Columbia)*, the *Forest Act (British Columbia)*, the provisions of the *National Fire Code of Canada*, the *Forest Practices Code and Regulations*, or the *Forest Act (British Columbia)* as applicable, will prevail.

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5. INSPECTIONS, ORDERS AND REMEDIAL ACTION

1) A ***Bylaw Enforcement Officer*** is authorized at all reasonable times to enter onto any property for the purposes established by 268 and 314.1 of the *Local Government Act*, and any other authority to enter a property granted in the *Local Government Act*, the *Community Charter* or another *Act* in accordance with subsections 16(1) to (5) of the *Community Charter* or other conditions of entry if any, set out in the *Local Government Act*, the *Community Charter*, or another *Act*.

2) If, in the opinion of a ***Bylaw Enforcement Officer, Enforcement Officer***, or ***Fire Chief*** *there is an unsafe situation or* pollution is occurring from ***Open Burning***, the ***Bylaw Enforcement Officer, Enforcement Officer***, or ***Fire Chief*** may:

   a) require that the ***Open Burning*** cease immediately;

   b) require that no further material be added to the fire;

   d) require the owner or person carrying out the burning to take whatever actions or measures they consider necessary to combat, control, or suppress the ***Open Burning***.

3) Where an owner or occupier fails to comply with a requirement under subsection (2) or (3), the Cowichan Valley Regional District may carry out the required action in accordance with section 269 of the *Local Government Act*.

6. OFFENCE

1) Any person who violates any of the provisions of this bylaw, or who suffers or permits any act or thing to be done in contravention of this bylaw, or who refuses or omits or neglects to fulfill, observe, carry out or perform any duty imposed by this bylaw, shall be liable, on summary conviction, to a fine not exceeding Ten Thousand Dollars ($10,000.00).

2) Each day on which a contravention of this bylaw occurs constitutes a separate offence.

7. SEVERABILITY

1) If any section or lesser portion of this bylaw is held to be invalid, by a Court, such invalidity shall not affect the remaining portions of this bylaw.

8. EXEMPTIONS

1) The following are exempted from the provisions of this bylaw:
   a) burning done or fires set by employees of the Cowichan Valley Regional District or fire services personnel in the course of their duties; and

   b) firefighters who light fires for training purposes.

.../5

READ A FIRST TIME THIS _____ day of _____, 2011.

READ A SECOND TIME THIS _____ day of _____, 2011.

READ A THIRD TIME THIS _____ day of _____, 2011.

ADOPTED THIS _____ day of _____, 2011.

_____ _____

Chairperson Corporate Secretary

C·V·R·D

COWICHAN VALLEY REGIONAL DISTRICT

BYLAW NO. 3513

A Bylaw to Control Fires and Regulate Residential Backyard Burning

WHEREAS the Board of the Cowichan Valley Regional District established a service for the *Control and Regulation of Air Pollution* under the provision of CVRD Bylaw No. 3258, cited as "CVRD Bylaw 3258 – Air Pollution Control Service Establishment Bylaw, 2009", for the control and regulation of pollution, nuisances, unwholesome or noxious materials, odours and disturbances within the electoral areas of the Cowichan Valley Regional District;

AND WHEREAS the Board of the Cowichan Valley Regional District deems it desirable to provide additional fire prevention during periods of high and extreme wild fire risk for protection of the environment;

AND WHEREAS the Cowichan Valley Regional District wishes to address the concerns of residents whose health and well-being are adversely affected by smoke pollution;

NOW THEREFORE the Cowichan Valley Regional District, in open meeting assembled, enacts as follows:

1. CITATION:

This bylaw may be cited for all purposes as **"CVRD Bylaw No. 3513 – Fire Control and Residential Backyard Burning Bylaw, 2011".**

2. DEFINITIONS:

"Bylaw Enforcement Officer" means the person designated by the Board to administer and enforce bylaws within the Cowichan Valley Regional District.

"Category 1 Fire (Recreational Fire Pit)" means one small open fire contained in a fire pit that burns hand piled dry, clean wood waste only and does not exceed 0.5 m^3 in volume.

"Category 2 Fire (Open Burning)" means one hand piled open fire per property that only burns dry clean wood waste from the property at which it is burned and does not exceed two (2) metres in diameter and two (2) metres in height.

.../2

"Enforcement Officer" means an Officer(s) of the Royal Canadian Mounted Police.

"Fire Chief" means the Chief of the Fire Department in the jurisdiction where the ***Open Burning*** is occurring, or his or her authorized designate.

"Open Burning" means the combustion of material with or without control of the combustion air and without a stack or chimney to vent the emitted products of combustion to the atmosphere.

"Recreational Fire Pit" means an enclosure or surround of non-combustible material, such as iron rings or stone masonry, no larger than one (1) meter in diameter, and is equipped with a tight-fitting lid of perforated metal or wire screen having openings not more than 1 cm^2 in area; and where one small open fire is contained that burns hand piled dry clean wood waste only and does not exceed 0.5 m^3 in volume.

"Smoke" means the gases, particulate matter and products of combustion emitted into the atmosphere when debris is subjected to ***Open Burning***.

"Venting Index" means the Meteorological Service of Environment Canada forecast Ventilation Index which provides regional information on airflow venting.

3. APPLICATION

1) This bylaw applies to Electoral Areas: E - Cowichan Station/Sahtlam/Glenora; Electoral Area F – Cowichan Lake South/Skutz Falls; G – Saltair/Gulf Islands; H - North Oyster/Diamond; and I – Youbou/Meade Creek, within the Cowichan Valley Regional District.

2) This bylaw applies to all:

   a) ***Category 1 Fires***; and

   b) ***Category 2 Fires***.

3) This bylaw does not apply to:

   a) persons carrying out "normal farm practices" within the meaning of the *Farm Practices Protection Act* (British Columbia);

   b) a "forest practice" as defined by the *Forest and Range Practices Act* (British Columbia); and

   c) lands classed as Property Assessment Class 7 by the *BC Assessment Authority*.

4. GENERAL REGULATIONS

1) No person shall start or maintain a ***Category 1 Fire*** or ***Category 2 Fire*** except in accordance with the following regulations:

   a) only dry, untreated natural wood and brush may be burned;

.../3

b) burning of garbage or refuse, plastic, oil, fertilizer, grass, leaves, tires, drywall, demolition waste, construction waste, paint, special waste, tar paper, treated lumber, railway ties, manure, rubber, asphalt, asphalt products, fuel and lubricant containers, biomedical waste, tar, shingles, batteries, and any other substances or materials that produce smoke, noxious odours or toxic residues is strictly prohibited;

c) ***Open Burning*** must be carried out in such a manner so as to not produce heavy ***Smoke*** or fumes, interfere with the normal use or enjoyment of life or property, endanger the health, safety, or welfare of persons or animals, or damage plants or property;

d) ***Open Burning*** may only occur when the ventilation index, as reported by the Meteorological Service of Environment Canada's Ventilation Index, is rated "good" on the day the burn is started and forecast to be "good' or "fair" the following day;

e) all fires shall, from the time they are ignited until they are completely extinguished, be kept under control and supervised by a competent adult person; and ensure enough equipment and labour are available where the fire is located to effectively control it from spreading, cause damage, or become dangerous to life or property.

2) In the event of a conflict between a provision of this Bylaw and a provision of the *National Fire Code of Canada,* the *Forest Practices Code and Regulations (British Columbia)*, the *Forest Act (British Columbia)*, the provisions of the *National Fire Code of Canada*, the *Forest Practices Code and Regulations*, or the *Forest Act (British Columbia)* as applicable, will prevail.

3) No person shall obstruct or prevent a ***Bylaw Enforcement Officer, Enforcement Officer,*** or ***Fire Chief*** from carrying out inspections or enforcing the regulations of this Bylaw.

5. CATEGORY 1 FIRES (Recreational Fire Pits)

1) Shall only be ignited or maintained for cooking, warmth, or ceremonial purposes.

2) Shall not exceed .05 m^3 in volume.

3) Must be contained within a fire pit made of non-combustible material and must rest on a non-combustible foundation.

4) Must be located not less than 2 metres from a property line and not less than 5 metres from a building, flammable, or combustible material.

5) All ***Category 1 Fires*** must be completely extinguished with water or by smothering with mineral soils.

6) A person who ignites a ***Category 1 Fire*** shall ensure that an effective means of extinguishing the fire, *by means of water or smothering with mineral soils*, is available immediately adjacent to the fire pit at all times while the fire is maintained.

.../4

7) No more than one (1) fire may be ignited or burning at a time on a property.

6. CATEGORY 2 FIRES (Open Burning)

1) Open burning of ***Category 2 Fires*** is only permitted March 15 to April 15 and October 15 to November 15.

2) All material burned must originate from the property where it is being burned.

3) Fires must be lit and maintained during daylight hours only.

4) A person who lights, fuels or makes use of a ***Category 2 Fire*** to burn accumulations of dry, untreated natural wood and brush that do not exceed 2 metres in height and 2 metres in diameter must do so in accordance with the following conditions:

   a) before ignition, all combustible material must be removed at least one (1) metre in every direction from the perimeter of the material to be burned;

   b) fires must be located at least:

      i) four (4) metres from all buildings, structures, and other combustible or flammable materials; and

      ii) ten (10) metres from all property lines.

   c) during ignition and until all fires are extinguished there must be at least one adult person at the burn area who actively patrols to prevent the fire from escaping, and who is equipped with the following:

      i) a round nose shovel;

      ii) either an axe or a Pulaski; and

      ii) a pail containing at least eighteen (18) litres of water, or a means of water delivery that is at least equivalent to an eighteen (18) litre pail of water.

5) No more than one (1) fire may be ignited or burning at a time on a property.

7. INSPECTIONS, ORDERS AND REMEDIAL ACTION

1) A ***Bylaw Enforcement Officer*** is authorized at all reasonable times to enter onto any property for the purposes established by 268 and 314.1 of the *Local Government Act*, and any other authority to enter a property granted in the *Local Government Act*, the *Community Charter* or another *Act* in accordance with subsections 16(1) to (5) of the *Community Charter* or other conditions of entry if any, set out in the *Local Government Act*, the *Community Charter*, or another *Act*.

.../5

2) If, in the opinion of a ***Bylaw Enforcement Officer, Enforcement Officer,*** or ***Fire Chief*** *there is an unsafe situation or* pollution is occurring from ***Open Burning***, the ***Bylaw Enforcement Officer, Enforcement Officer,*** or ***Fire Chief*** may:

   a) require that the ***Open Burning*** cease immediately;

   b) require that no further material be added to the fire;

   c) by public notice or written instruction, or both, order that the ***Open Burning*** be suspended on a ***Parcel of Land*** for a specified period of time;

   d) require the owner or person carrying out the burning to take whatever actions or measures they consider necessary to combat, control, or suppress the ***Open Burning***.

3) An owner or occupier of real property shall eliminate the contaminating of the atmosphere through the emission of ***Smoke*** where the ***Smoke*** results from the burning of ***Category 1 Fires*** or ***Category 2 Fires*** contrary to this bylaw.

4) Where an owner or occupier fails to comply with a requirement under subsection (2) or (3), the Cowichan Valley Regional District may carry out the required action in accordance with Section 269 of the *Local Government Act*.

8. OFFENCE

1) Any person who violates any of the provisions of this bylaw, or who suffers or permits any act or thing to be done in contravention of this bylaw, or who refuses or omits or neglects to fulfill, observe, carry out or perform any duty imposed by this bylaw, shall be liable, on summary conviction, to a fine not exceeding Ten Thousand Dollars ($10,000.00).

2) Each day on which a contravention of this bylaw occurs constitutes a separate offence.

9. SEVERABILITY

1) If any section or lesser portion of this bylaw is held to be invalid, by a Court, such invalidity shall not affect the remaining portions of this bylaw.

READ A FIRST TIME THIS _____ day of _____, 2011.

READ A SECOND TIME THIS _____ day of _____, 2011.

READ A THIRD TIME THIS _____ day of _____, 2011.

ADOPTED THIS _____ day of _____, 2011.

_____ _____

Chairperson Corporate Secretary

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STAFF REPORT

ENGINEERING AND ENVIRONMENTAL SERVICES COMMITTEE MEETING OF JUNE 22, 2011

DATE: June 6, 2011 **FILE NO:** 2240-20-Arb. Estates

FROM: Louise Knodel-Joy, Senior Engineering Technologist Water Management Division

SUBJECT: Utility Transfer Agreement for the Arbutus Ridge Water, Sewer & Drainage Systems

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Recommendation:
That it be recommended that the Board accept the Utility Transfer Agreement between the CVRD and CRC Canadian Retirement Corporation and The Owners, Strata Plan VIS1601 for CVRD takeover of the water, sewer and drainage systems for Arbutus Ridge in Electoral Area C, and further that the Chair and Corporate Secretary be authorized to sign the Utility Transfer Agreement.

Relation to the Corporate Strategic Plan: Provides a reliable essential service.

Financial Impact: *(Reviewed by Finance Division:* _____)
The CVRD has been operating and managing the water, sewer and drainage systems since 2010. There are no changes to the 2011 budget.

Background:
Establishment and Management Bylaws for the above utilities were adopted in May 2010. The attached "*Utility Transfer Agreement*" was held up due to ongoing negotiations with all three parties, but is now ready for the Board's consideration. This agreement transfers all assets of the utility systems to the CVRD.

Submitted by

Louise Knodel-Joy
Senior Engineering Technologist

Reviewed by:
Division Manager:

Approved by:
General Manager:

LKJ:jlb

UTILITY TRANSFER AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2011.

BETWEEN:

CRC Canadian Retirement Corporation,
a Company duly incorporated under the laws of the Province of British Columbia, (Inc. No. BC0715019),
1800 – 1030 West Georgia Street, Vancouver, B.C. V6E 2Y3

(hereinafter referred to as "**CRC**")

OF THE FIRST PART

AND:

The Owners, Strata Plan VIS1601,
600 Fairways Place, Cobble Hill, B.C. V0R 1L1

(hereinafter referred to as the "**Strata Corporation**")

OF THE SECOND PART

AND:

COWICHAN VALLEY REGIONAL DISTRICT
175 Ingram Street, Duncan, British Columbia, V9L 1N8

(hereinafter referred to as the "**Regional District**")

OF THE THIRD PART

WHEREAS:

A. CRC owns and operates a sewer utility (the "**Sewer Utility**") under the Ministry of Environment Permit number PE-7735 (the "**Permit**") that collects, treats and disposes sewage from all and singular parcels of land and premises on lands described as:

Strata Lot 1 – 641, Section 12-14, Range 9-10, Shawnigan District, Plan VIS1601

(the "**Strata Lands**")

P.I.D. 018-512-615 Lot 1, Section 12, Range 9, and Sections 12, 13 and 14, Range 10, Shawnigan District, Plan VIP57684, except part in Strata Plan 1601 (Phase 15), (Phase 16), (Phase 17), (Phase 18) and (Phase 19) ("**Lot 1**")

P.I.D. 015-933-369 Lot A, of Section 12, Range 9, and of Sections 11, 12 and 13, Range 10, Shawnigan District, Plan 50183 ("**Lot A**")

(Lot 1 and Lot A are collectively referred to as the "**CRC Lands**")

(all hereinafter collectively referred to as the "**Lands**");

B. CRC owns and operates a water utility (the "**Water Utility**") that provides water to the Lands in accordance with the Certificate of Public Convenience and Necessity under the Water Utility Act under Licence no. 1311706.

C. CRC owns and operates a drainage utility (the "**Drainage Utility**") that provides drainage services to the Lands;

D. The Regional District may, by bylaw, and pursuant to subsection 796 of the *Local Government Act*, establish and operate any service that the Board considers necessary or desirable for all or part of the Regional District;

E. The Regional District has the power under section 176(1)(d) of the *Local Government Act* to acquire, hold, manage and dispose of land, improvements, personal property or other property and any interest or right in or with respect to that property;

F. The Strata Corporation holds an option to purchase the Sewer, Drainage and Water Utilities (the **"Option"**), the terms of which Option are as set out in Easement No. EH126493 (the **"Easement"**), which Easement is registered in the Land Title Office against the title to the common property within Strata Plan VIS1601.

G. CRC and the Strata Corporation have agreed to allow the Regional District to take over the above referred to Sewer, Drainage and Water Utilities and the Regional District desires to do so on the terms and conditions hereinafter appearing.

H. In order to facilitate the transfer of the Sewer, Drainage and Water Utilities to the Regional District, the Strata Corporation has agreed to exercise the Option, and concurrently to assign to the Regional District the Strata Corporation's rights to acquire the Sewer, Drainage and Water Utilities under the terms of the Option.

I. In accordance with the terms of this Agreement, and the assignment referred to in Recital H, CRC and the Strata Corporation have agreed to transfer to the Regional District all of the works and infrastructure associated with the operation of the Utilities as described in Schedule "A".

J. The Strata Corporation has further agreed to grant to the Regional District such Statutory Rights of Way pursuant to s. 218 of the *Land Title Act* (British Columbia) as are necessary for the Regional District's operation of the Utilities.

NOW THIS AGREEMENT WITNESSES that in consideration of the covenants hereinafter provided, the parties covenant and agree each with the other as follows:

1.0 INTERPRETATION

1.1 In this Agreement,

"Drainage Utility" includes all of the drainage system works as more particularly described in Schedule "A" to this Agreement.

"Sewer Utility" includes all the sewer system works as more particularly described in Schedule "A" to this Agreement.

"Utilities" means, collectively, the Sewer Utility, the Drainage Utility, and the Water Utility, together with all other rights and interests being conveyed to the Regional District under this Agreement.

"Water Utility" includes all the water system works as more particularly described in Schedule "A" to this agreement.

"Works" means any system of operative utility service and all appurtenant equipment and works installed and constructed by CRC and employed by or in connection with the Utilities, and more particularly described in Schedule "A" to this Agreement.

2.0 EXERCISE OF OPTION AND ASSIGNMENT

2.1 The Strata Corporation hereby exercises its Option to purchase the Utilities under the terms of and subject to the conditions set out in the Easement, and CRC hereby acknowledges and accepts the terms of this Agreement as constituting written notice of the exercise of the Option for the purposes of the Easement.

2.2 In consideration of the payment of ONE ($1.00) DOLLAR by the Regional District to the Strata Corporation, the Strata Corporation hereby assigns to the Regional District all of the Strata Corporation's right, title and interest in and to the Option and the right of the Strata Corporation to purchase the Utilities under and subject to the terms of the Option, and the Regional District accepts such assignment on the terms and conditions set out herein.

2.3 CRC hereby acknowledges and, to the extent its consent may be required, consents to the assignment under section 2.2 of this Agreement.

2.4 Notwithstanding the terms of the Easement and the Option contained therein, each of the parties hereto agree as follows:

(1) Neither the Strata Corporation nor the Regional District shall be obliged, as a condition of the exercise of the Option, to accept an assignment of any water supply or utility supply arrangement or agreement made by CRC with the owner, from time to time, of the properties legally described on pages 9 and 10 of the Easement (the "**Cameron Agreement**"), it being understood and agreed by all parties that the Regional District's operation and management of the Utilities shall be conducted exclusively under the terms of the bylaws referred to in Article 6 herein, and that the Regional District shall not be obliged under the terms of this Agreement or by virtue of the assignment and exercise of the Option to provide services under or in respect of the Utilities to any property that is located outside of the service area established under the said bylaws, or on terms or conditions other than as set out in and authorized by the said bylaws;

(2) That the Regional District's obligation to complete the transactions contemplated herein is subject to the Regional District being satisfied with the terms of the Cameron Agreement, and accepting CRC's right to supply water under the terms of the Cameron Agreement as a permitted encumbrance that will continue to charge the Water Utility following the Completion Date;

(3) That concurrently with the closing of the transactions contemplated herein including the registration of the Statutory Rights of Way referred to in section 5.2 and 5.3 herein, CRC and the Strata Corporation shall register a discharge of the Easement, to the extent that the Easement benefits the Owner of Lot A, and the Owner of Lot 1 from time to time, together with a replacement easement in favour of the Owners of Lot A and Lot 1 from time to time, in the Victoria Land Title Office in the form attached as Schedule "E" such that the rights of the owner of the dominant tenement under the replacement easement are limited to rights of access over the servient tenement that will not interfere with the Regional District's ownership and operation of the Utilities; and

(4) That upon the closing of the transactions contemplated herein, CRC and the Strata Corporation shall each release the other from any and all obligations under a certain agreement made between them as of July 1, 1996 for the Strata Corporation's control, operation and maintenance of the Utilities.

3.0 PURCHASE PRICE

3.1 The purchase price for the Regional District's purchase of the Utilities from CRC shall be the sum of **ONE DOLLAR ($1.00)** payable by the Regional District to CRC on the Completion Date as herein defined.

4.0 COMPLETION DATE

4.1 The Completion Date shall be on or before August 2, 2011.

5.0 TRANSFER OF INTEREST

5.1 As of the Completion Date, CRC agrees to sell, assign and transfer to the Regional District all of its right, title and interest in the Utilities, including but not limited to its right, title and interest in and to the Works.

5.2 As of the Completion Date, CRC agrees to grant to the Regional District the statutory right of way over Lot A in the form attached as Schedule "C", in priority to all financial charges.

5.3 As of the Completion Date, the Strata Corporation agrees to grant to the Regional District the Statutory Right of Way over the common property within Strata Plan VIS1601 in the form attached as Schedule "D".

5.4 CRC further agrees that following the Completion Date, and at the request of the Regional District, CRC shall assign to the Regional District all of CRC's right, title to and interest in the statutory right of way that is registered against certain portions of the Lands under number S115327, in the event that the Regional District determines that the assignment of the said statutory right of way is necessary for the Regional District's operation of any of the sewer utility, water utility or drainage utility.

5.5 The Strata Corporation further agrees that following the Completion Date, it shall provide all reasonable assistance to the Regional District for the purpose of securing any further rights of way or easements over the Strata Lands as may be necessary for the Regional District's maintenance and operation of the Utilities, and without limitation and for that purpose the Strata Corporation, to the extent it may lawfully do so, shall provide the Regional District with access to any lands within Strata Plan VIS1601 over which the Strata Corporation holds an easement for utility purposes, such as (by way of illustration only) Easement Nos. ED18299 and ED18230.

6.0 CONDITIONS

6.1 The obligation of the Regional District, CRC and the Strata Corporation to complete the transactions contemplated hereunder is subject to the Board of the Regional District adopting the following bylaws on or before the Completion Date:

(a) CVRD Bylaw No. 3288 – Arbutus Ridge Sewer System Services Establishment Bylaw, 2009;

(b) CVRD Bylaw No. 3289 – Arbutus Ridge Sewer System Loan Authorization Bylaw, 2009;

(c) CVRD Bylaw No. 3286 – Arbutus Ridge Water System Services Establishment Bylaw, 2009;

(d) CVRD Bylaw No. 3287 – Arbutus Ridge Water System Loan Authorization Bylaw, 2009;

(e) CVRD Bylaw No. 3290 – Arbutus Drainage Sewer System Services Establishment Bylaw, 2009.

6.2 The obligation of the Regional District, CRC and the Strata Corporation to complete the transactions contemplated hereunder is further subject to:

(a) the Comptroller of Water Rights having approved the transfer of ownership of the Water Utility to the Regional District as well as the transfer to the Regional District of any and all licenses under the *Water Act* that are necessary for the operation of the Water Utility;

(b) the Regional District and CRC, with the approval of the Comptroller of Water Rights, having agreed to the appropriate disposition of any security, capital works fund or other monies that are currently held by the CRC or by the Comptroller in relation to the Water Utility, and in relation to the obligations of CRC for or in respect of the Water Utility; and

(c) CRC and the Regional District having agreed to appropriate arrangements for applying for and obtaining the transfer or assignment to the Regional District of Permit PE-7735 formerly issued to CRC under the provisions of the *Waste Management Act*, to the extent that such transfer or assignment may be necessary for the Regional District's operation of the Sewer Utility.

6.3 The obligation of the Regional District to complete the transactions contemplated herein is subject to the Regional District being satisfied, in its sole discretion, on and before the Completion Date, that there are no subsisting contracts, service agreements or rights of use in relation to the Utilities on the part of any third party other than any contract, service agreement or right of use that the Regional District may elect to accept and be bound by before the Completion Date, in its sole discretion, including without limitation the Cameron Agreement.

7.0 REPRESENTATIONS AND WARRANTIES

7.1 CRC represents and warrants to the Regional District as follows, with the intent that the Regional District shall rely on the representations and warranties in entering into this Agreement and in concluding the purchase and sale contemplated by this Agreement:

(a) CRC is a limited company duly incorporated, validly existing and in good standing under the laws of British Columbia, and has the power and capacity to own and dispose of the Works and to carry on the Sewer, Water, and Drainage Utilities, now being conducted by it and to enter into this Agreement and carry out its terms to the full extent;

(b) The execution and delivery of this Agreement and the completion of the transactions contemplated by this Agreement has been duly and validly authorized by all necessary corporate action on the part of CRC, and this Agreement constitutes a legal, valid and binding obligation of CRC enforceable against CRC in accordance with its terms;

(c) Neither the execution and delivery of this Agreement, nor the completion of the purchase and sale contemplated by this Agreement will give any person the right to terminate, cancel or remove the Works, or any part thereof;

(d) CRC owns and possesses and has a good marketable title to the Utilities and the Works free and clear of all mortgages, liens, charges, pledges, security interest, encumbrance or other claims, save and except the Option to Purchase.

(e) CRC has no indebtedness or obligation to any person, firm or corporation which might by operation of law or otherwise now or hereafter constitute a lien, charge or encumbrance upon any of the Utilities or the Works, and there are no contracts, service agreements or rights of use in respect of the Utilities that will survive the Completion Date, other than as specifically referred to in this Agreement.

(f) To the best of CRC's knowledge, there is no litigation or administrative or governmental proceeding or inquiry pending or threatened against or relating to the Sewer, Water, and Drainage Utilities, or the Works or any part thereof, nor does CRC know of or have any reasonable grounds to believe that that there is any basis for such action, proceeding or inquiry.

7.2 The Strata Corporation represents and warrants to the Regional District as follows, with the intent that the Regional District shall rely on the representations and warranties in entering into this Agreement and in concluding the purchase and sale contemplated by this Agreement:

(a) The Strata Corporation is a strata corporation validly existing under the provisions of the *Strata Property Act*;

(b) Neither the execution and delivery of this Agreement, nor the completion of the purchase and sale contemplated by this Agreement will give any person the right to terminate, cancel or remove the Works, or any part thereof;

(c) The Strata Corporation has no indebtedness or obligation to any person, firm or corporation which might by operation of law or otherwise now or hereafter constitute a lien, charge or encumbrance upon any of the Utilities or the Works, and there are no contracts, service agreements or rights of use in respect of the Utilities that will survive the Completion Date, other than as specifically referred to herein;

(d) To the best of the Strata Corporation's knowledge, there is no litigation or administrative or governmental proceeding or inquiry pending or threatened against or relating to the Sewer, Water, and Drainage Utilities, or the Works or any part thereof, nor does the Strata Corporation know of or have any reasonable grounds to believe that there is any basis for such action, proceeding or inquiry;

(e) To the best of the Strata Corporation's knowledge, all governmental licenses, permits and certificates required for the use to which the Works have been put have been obtained and are in good standing and such uses are not in breach of any statute, bylaw, regulation, covenant, restriction, plan or permit;

(f) The Strata Corporation's execution and delivery of this Agreement and the completion of the transactions contemplated by this Agreement has been duly and validly authorized by all necessary corporate action on the part of the Strata Corporation, and this Agreement constitutes a legal, valid and binding obligation of the Strata Corporation enforceable against the Strata

Corporation in accordance with its terms, subject to the general principles of equity (whether or not enforcement is considered in a proceeding in equity or at law), including the discretion exercisable by the Court with respect to equitable remedies such as specific performance and injunction and the concepts of materiality reasonableness, good faith and fair dealing in the performance and enforcement of a contract required by law of the party seeking its enforcement.

7.3 Notwithstanding any other provision in this Agreement, or any ancillary agreement delivered by CRC in connection with this transaction, the Regional District acknowledges and agrees that CRC has made no representations or warranties concerning the physical location of the Utilities and, without limiting the generality of the foregoing, acknowledges that portions of the Utilities may be situated on the Strata Lands.

8.0 INDEMNITY

8.1 The Strata Corporation covenants to save harmless and indemnify the Regional District from and against:

(a) any indebtedness or liability of the Strata Corporation to any person, firm or corporation arising on or before the Completion Date which might by operation of law or otherwise now or hereafter constitute a lien, charge, mortgage, security interest or encumbrance upon any of the Works or the Utilities, save and except any such indebtedness or liability created or caused by the Regional District or CRC; and

(b) any and all actions, suits, proceedings, demands, assessments, judgments, costs and legal and other expenses arising out of or from the operation of the Sewer, Water and Drainage Utilities by the Strata Corporation.

9.0 SURVIVAL OF WARRANTIES

9.1 All representations, warranties, covenants and agreements made by CRC and by the Strata Corporation in this Agreement or under this Agreement shall, unless otherwise expressly stated, survive closing and any investigation at any time made by or on behalf of the Regional District shall continue in full force and effect for the benefit of the Regional District.

10.0 FURTHER ASSURANCES

10.1 The parties shall execute such further and other documents and do such further and other things as may be necessary to carry out and give effect to the intent of this Agreement.

11.0 TERMINOLOGY

11.1 Wherever the singular or the masculine are used in this Agreement, they shall be construed as meaning the plural or the feminine or the body corporate or politic where the context or parties require.

12.0 BINDING AGREEMENT

12.1 This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

13.0 HEADINGS

13.1 The headings in this Agreement are inserted for convenience and reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.

14.0 COUNTERPART

14.1 This Agreement may be executed in counterparts and when the counterparts have been executed by the parties, each originally executed counterpart, whether a facsimile, photocopy or original, will be affected as if one original copy had been executed by the parties to this Agreement.

IN WITNESS WHEREOF the parties hereto have set their hands and seals of the day and year first above written.

CRC Canadian Retirement Corporation,
by its authorized signatory(ies):)
)
_____)
Name:)
)
_____)
Name:)

The Owners, Strata Plan VIS1601
by its authorized signatory(ies):)
)
_____)
Signature of Council Member)
)
_____)
Signature of Second Council Member)

COWICHAN VALLEY REGIONAL DISTRICT)
by its authorized signatory(ies):)
)
_____)
Gerry Giles, Chair)
)
_____)
Joe Barry, Corporate Secretary)

SCHEDULE "A"

In this Schedule:

"Drainage Utility Works" means the drainage system works that provide drainage service for the Lands as more particularly described herein.

"Lands" means:

Lot 1 – 641, Section 12-14, Range 9-10, Shawnigan District,
Plan VIS1601
(the "**Strata Lands**")

P.I.D. 018-512-615 Lot 1, Section 12, Range 9, and Sections 12, 13 and 14, Range 10, Shawnigan District, Plan VIP57684, except part in Strata Plan 1601 (Phase 15), (Phase 16), (Phase 17), (Phase 18) and (Phase 19) ("**Lot 1**")

P.I.D. 015-933-369 Lot A, of Section 12, Range 9, and of Sections 11, 12 and 13, Range 10, Shawnigan District, Plan 50183 ("**Lot A**")

"Sewer Utility Works" means the sewer system works that are used in connection with the provision of sanitary sewer service for the Lands as more particularly described herein.

"Utility Lands" means the common property within Strata Plan VIS1601 and Lot A.

"Water Utility Works" means the water system works that are used in connection with the water utility operated under Certificate of Public Convenience and Necessity under the Water Utility Act under Licence no. 1311706 as more particularly described herein.

SEWER UTILITY WORKS

Collection: All appurtenant pipes, pumps, fittings, valves, treatment and disposal works installed and constructed by CRC upon the Utility Lands and employed by or in connection with the provision of sewage collection and disposal services for the Lands.

Sewage Treatment Plant: All equipment, structures and fittings associated with the sewage treatment plant installed and constructed by CRC on the Utility Lands and employed by or in connection with the provision of sewage collection and disposal services for the Lands.

Disposal Field: All appurtenant pipes, equipment, structures, and fittings associated with the disposal field installed and constructed by CRC on the Utility Lands and employed by or in connection with the provision of sewage collection and disposal services for the Lands.

WATER UTILITY WORKS

Distribution: All appurtenant pipes, hydrants, fittings, valves installed and constructed by CRC upon the Utility Lands and employed by or in connection with the Water Utility.

Water Treatment Plant: All equipment, structures and fittings associated with the water treatment installed and constructed by CRC and employed by or in connection with the Water Utility and located on the Utility Lands.

Wells and Reservoir: Reservoir and all pipes and equipment associated with the wells and reservoir, installed and constructed by CRC and employed by or in connection with the Water Utility and located on the Utility Lands.

DRAINAGE UTILITY WORKS

All drainage pipes, culverts, manholes, spillways, fencing and gates located within the Utility Lands and used in connection with the Drainage Utility.

EXCLUDED WORKS

Notwithstanding any contrary provision in this Schedule A, the parties agree that no utility works situated on Lot A which are used to service Lot A exclusively, or to supply water to the owners from time to time of P.I.D. 024-611-859 Lot A, Section 11, Range 9, Shawnigan District, Plan VIP69418 and P.I.D. 024-611-867 Lot B, Section 11, Range 9, Shawnigan District, Plan VIP69418, comprise any portion of the Drainage Utility Works, Sewer Utility Works or Water Utility Works.

SCHEDULE "B"

CONTRACT OF SALE OF GOODS (ABSOLUTE)

THIS CONTRACT dated as of the _____ day of _____, 2010, and made IN PURSUANCE OF THE *SALE OF GOODS ACT*

BETWEEN:

CRC Canadian Retirement Corporation,
a Company duly incorporated under the laws of the Province of
British Columbia, (Inc. No. BC0715019)
1800 – 1030 West Georgia Street, Vancouver, B.C., V6E 2Y3

(hereinafter called the "**Seller**")

OF THE FIRST PART

AND:

COWICHAN VALLEY REGIONAL DISTRICT
175 Ingram Street, Duncan, British Columbia, V9L 1N8

(hereinafter called the "**Buyer**")

OF THE SECOND PART

WHEREAS:

A. The Seller is possessed of the goods and specific goods hereinafter described; and

B. The Seller has agreed with the Buyer for the absolute sale to the Buyer of the same upon the terms and conditions and for the consideration hereinafter set forth.

NOW THIS INDENTURE WITNESSETH:

In consideration of the sum of ONE ($1.00) DOLLARS of lawful money of Canada, and other good and valuable consideration, paid by the Buyer to the Seller at or before the sealing and delivery of this Contract, the receipt whereof the Seller hereby acknowledges, the Seller hereby sells, assigns, transfers and sets over all and singular the goods and specific goods (hereafter collectively called the said "goods"), hereinafter described in the Schedule 1, attached hereto and all the right, title, interest, property, claim and demand of the Seller thereto and therein, unto the Buyer, to and for his sole and only use forever.

1. The Seller hereby covenants, promises and agrees to and with the Buyer:

(a) that all of the said goods are now in the possession of the Seller as defined in the *Sale of Goods Act*;

(b) the Seller is now rightfully and absolutely possessed and entitled to the said goods hereby sold and assigned, and to all and every part of them;

(c) that the Seller now has good right to sell and assign the said goods unto the Buyer in the manner aforesaid and according to the true intent and meaning of this Contract;

(d) that the goods are free and clear of all charges and encumbrances of every nature and kind whatsoever;

(e) that the Buyer shall and may from time to time, and at all times hereafter, peaceably and quietly have, hold, possess and enjoy the said goods hereby sold and assigned and all and every part of them, to and for its own use and benefit without any manner of hindrance, interruption, molestation, claim or demand whatsoever of, from or by him, the Seller, or any person whomsoever;

(f) that the Seller shall and will from time to time, and at all times hereafter, upon every reasonable request of the Buyer, but at the expense of the Buyer, make, do and execute, or cause or procure to be made, done and executed, all such further acts, deeds and assurances for the more effectual assignment and assurance of the said hereby sold and assigned goods unto the Buyer, in the manner aforesaid and according to the true intent and meaning of this Contract, as shall be reasonably required by the Buyer.

2. The parties to this Agreement hereby covenant and agree as follows:

(a) that all of the said goods hereby sold are sold on an as is, where is basis and that the Seller makes no representations or warranties to the Buyer of any nature whatsoever regarding the conditions of the said goods; and

(b) that the Buyer shall pay any and all taxes, duties, rates and charges that may be imposed by any federal, provincial, state or local government as a result of this sale, and that the Buyer will indemnify and save the Seller harmless from any and all liability for any such tax, duty, rate or charge.

3. This contract shall be governed by the laws of the Province of British Columbia.

IN WITNESS WHEREOF the parties hereto have set their hand and seal as for the day and year first above written.

Cowichan Valley Regional District)
by its authorized signatories:)
)
_____)
Gerry Giles, Chair)
)
_____)
Joe Barry, Corporate Secretary)

CRC Canadian Retirement Corporation)
by its authorized signatory(ies):)
)
_____)
Name:)
)
)
_____)
Name:)

Schedule 1 to Contract of Sale of Goods (Absolute)

In this Schedule:

"**Drainage Utility Works**" means the drainage system works that provide drainage service for the Lands as more particularly described herein.

"**Lands**" means:

Lot 1 – 641, Section 12-14, Range 9-10, Shawnigan District,
Plan VIS1601
(the "**Strata Lands**")

P.I.D. 018-512-615 Lot 1, Section 12, Range 9, and Sections 12, 13 and 14, Range 10, Shawnigan District, Plan VIP57684, except part in Strata Plan 1601 (Phase 15), (Phase 16), (Phase 17), (Phase 18) and (Phase 19) ("**Lot 1**")

P.I.D. 015-933-369 Lot A, of Section 12, Range 9, and of Sections 11, 12 and 13, Range 10, Shawnigan District, Plan 50183 ("**Lot A**")

"**Sewer Utility Works**" means the sewer system works that are used in connection with the provision of sanitary sewer service for the Lands as more particularly described herein.

"**Utility Lands**" means the common property within Strata Plan VIS1601 and Lot A.

"**Water Utility Works**" means the water system works that are used in connection with the water utility operated under Certificate of Public Convenience and Necessity under the Water Utility Act under Licence no. 1311706 as more particularly described herein.

SEWER UTILITY WORKS

Collection: All appurtenant pipes, pumps, fittings, valves, treatment and disposal works installed and constructed by the Seller upon the Utility Lands and employed by or in connection with the provision of sewage collection and disposal services for the Lands.

Sewage Treatment Plant: All equipment, structures and fittings associated with the sewage treatment plant installed and constructed by the Seller on the Utility Lands and employed by or in connection with the provision of sewage collection and disposal services for the Lands.

Disposal Field: All appurtenant pipes, equipment, structures, and fittings associated with the disposal field installed and constructed by the Seller on the Utility Lands and employed by or in connection with the provision of sewage collection and disposal services for the Lands.

WATER UTILITY WORKS

Distribution: All appurtenant pipes, hydrants, fittings, valves installed and constructed by the Seller upon the Utility Lands and employed by or in connection with the Water Utility,.

Water Treatment Plant: All equipment, structures and fittings associated with the water treatment installed and constructed by the Seller and employed by or in connection with the Water Utility and located on the Utility Lands.

Wells and Reservoir: Reservoir and all pipes and equipment associated with the wells and reservoir, installed and constructed by the Seller and employed by or in connection with the Water Utility and located on the Utility Lands.

DRAINAGE UTILITY WORKS

All drainage pipes, culverts, manholes, spillways, fencing and gates located within the Utility Lands and used in connection with the Drainage Utility.

EXCLUDED WORKS

Notwithstanding any contrary provision in this Schedule A, the parties agree that no utility works situated on Lot A which are used to service Lot A exclusively, or to supply water to the owners from time to time of P.I.D. 024-611-859 Lot A, Section 11, Range 9, Shawnigan District, Plan VIP69418 and P.I.D. 024-611-867 Lot B, Section 11, Range 9, Shawnigan District, Plan VIP69418, comprise any portion of the Drainage Utility Works, Sewer Utility Works or Water Utility Works.

SCHEDULE "C"

Statutory Right of Way over

Lot A, Section 12, Range 9, Shawnigan District, Plan 50183

(document attached)

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)

STAPLES MCDANNOLD STEWART
Barristers & Solicitors
2nd Floor, 837 Burdett Avenue
Victoria BC V8W 1B3

Tel: (250) 380-7744
Fax:(250) 380-3008
File: 130 256/PJ/lg

Deduct LTO Fees? YES ☑

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]	[LEGAL DESCRIPTION]
015-933-369	**LOT A, OF SECTION 12, RANGE 9, AND OF SECTIONS 11, 12 AND 13, RANGE 10, SHAWNIGAN DISTRICT, PLAN 50183**

STC? YES ☐

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):

SEE SCHEDULE

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

COWICHAN VALLEY REGIONAL DISTRICT

175 INGRAM STREET
DUNCAN BRITISH COLUMBIA
V9L 1N8 CANADA

7. ADDITIONAL OR MODIFIED TERMS:

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)
				CRC CANADIAN RETIREMENT CORPORATION by its authorized signatory(ies):
				Name:
				Name:

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	
				COWICHAN VALLEY REGIONAL DISTRICT, by its authorized signatory(ies):
				Gerry Giles, Chair
(as to both signatures)				Joe Barry, Corporate Secretary

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	
				(as to priority) Burrard International Holdings Inc. 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	
				(as to priority) GolfBC Holdings Inc. by its authorized signatory(ies): Name:
(as to all signatures)				Name:

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	
				(as to priority) Hongkong Bank of Canada by its authorized signatory(ies): Name:
(as to all signatures)				Name:

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		Entire Document, except paragraphs 4.9, 4.10 and 4.11, page 11
Priority Agreement		Granting the Statutory Right of Way herein priority over EF40206, FB140521 and FB140522; paragraph 4.9, page 11
Priority Agreement		Granting the Statutory Right of Way herein priority over EF40207; paragraph 4.10, page 11
Priority Agreement		Granting the Statutory Right of Way herein priority over EF166465, modified by EJ53593, and EF166466, modified by EJ53594; paragraph 4.11, page 11
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

5. TRANSFERORS:

CRC CANADIAN RETIREMENT CORPORATION (Inc. No. BC0715019);

BURRARD INTERNATIONAL HOLDINGS INC., as to priority.

GOLFBC HOLDINGS INC., as to priority.

HONGKONG BANK OF CANADA, as to priority.

TERMS OF INSTRUMENT - PART 2

W H E R E A S:

A. The Transferor is CRC Canadian Retirement Corporation;

B. The Transferee is the Cowichan Valley Regional District;

C. This Right of Way is necessary for the operation and maintenance of the Transferee's undertaking as described in Recital D;

D. To facilitate the installation of one or more systems of sewerage, water works and drainage works including all related pipes, valves, fittings, facilities, equipment, power lines, utility poles, wires, pumps, buildings, kiosks, treatment plants, disposal works, outfalls, culverts, signage and appurtenants (the "**Works**"), the Transferor has agreed to permit the construction by the Transferee of the Works on the Lands and to grant for that purpose the Right of Way in Section 1.1.

NOW THEREFORE, in consideration of the sum of One ($1.00) Dollar of lawful money of Canada, now paid by the Transferee to the Transferor (the receipt and sufficiency of which is now acknowledged by the Transferor), and in consideration of the covenants and conditions agreed to be observed and performed by the parties and for other valuable consideration:

1.0 THE TRANSFERORS:

1.1 grants, conveys, confirms and transfers, in perpetuity, to the Transferee the full, free and uninterrupted right, license, liberty, privilege, easement, permission and right of way, at the Transferee's cost, to lay down, install, erect, construct, entrench, operate, maintain, repair, inspect, alter, remove, replace, bury, cleanse, string, and otherwise establish one or more systems of Works upon, over, under and across the Lands (the **"Right of Way Area"**);

1.2 covenants and agrees to and with the Transferee that the Transferee shall:

(a) for itself and its agents, workers, contractors and all other licensees of the Transferee;

(b) together with machinery, vehicles, equipment, and materials;

(c) upon, over, under and across the Right of Way Area;

(d) as may be necessary, useful, or convenient for the purposes in section 1.1; and

(e) in connection with the operations of the Transferee in relation to the Works or other works of the Transferee on adjacent land or other works of the Transferee on adjacent land;

be entitled at all times to enter, use, pass and repass, labour, construct, erect, install, dig, carry away soil or other surface or subsurface materials, and clear of all trees, growth, buildings or obstructions now or hereafter in existence upon, over, under and across the Right of Way Area;

1.3 transfers, assigns and conveys to the Transferee all right, title and interest in and to any Works that the Transferee, or the Transferor, has prior to this Agreement established or constructed or maintained or operated within the Right of Way Area or in relation to any similar Works previously constructed by any party whatsoever within the Right of Way Area, but excluding any works that are used to service the Lands exclusively, or to supply water to the owners from time to time of P.I.D. 024-611-859 Lot A, Section 11, Range 9, Shawnigan District, Plan VIP69418 and P.I.D. 024-611-867 Lot B, Section 11, Range 9, Shawnigan District, Plan VIP69418.

1.4 grants unto the Transferee the license, permission, easement and Right of Way to lay down, install, erect, construct, operate, maintain, repair, inspect, alter, remove, replace, cleanse, string, and otherwise establish one or more temporary systems of works upon the Lands of the Transferor, in the event of a breakdown or malfunction of the Works;

2.0 THE TRANSFERORS COVENANT:

2.1 not to do anything that unreasonably interferes with or damages or prevents access to or is likely to cause harm to the Works installed in or upon the Right of Way Area;

2.2 not to do or knowingly permit to be done any act or thing which will interfere with or injure the Works and in particular, without limitation, will not carry out any blasting on the Right of Way Area without the consent in writing of the Transferee, and consent shall not be unreasonably withheld;

2.3 not to substantially add to or diminish the soil cover over any of the Works installed in the Right of Way Area and in particular, without limitation, will not construct open drains or ditches along or across any of the Works installed in the Right of Way Area without the consent of the Transferee, and consent shall not be unreasonably withheld;

2.4 from time to time and at all times at the reasonable request and at the cost of the Transferee to do and execute or cause to be made, done or executed any further and other lawful acts, deeds, things, devices, conveyances and assurances in law required to ensure the Transferee of its rights under this Agreement;

3.0 THE TRANSFEREE COVENANTS:

3.1 not to bury any debris or rubbish of any kind in excavations or backfill on the Right of Way Area, and to remove shoring and similar temporary structures as backfilling proceeds;

3.2 to thoroughly clean all lands to which it has had access under this Agreement of all rubbish and construction debris created or placed on the Right of Way Area by the Transferee and to leave such lands in a neat and clean condition;

3.3 as soon as weather and soil conditions permit, and as often as it may exercise this right

of entry to the Right of Way Area, to replace the surface soil as nearly as may be reasonably possible to the same condition as it was prior to the entry, in order to restore the natural drainage to the Lands. This shall not require the Transferee to restore any trees or other surface growth, but the Transferee shall leave the Lands in a condition which will not inhibit natural regeneration of that growth;

3.4 as far as reasonably possible, to carry out all work in a proper and workmanlike manner so as to do as little injury to the Lands as possible;

3.5 to make good at its own expense damage or disturbance which may be caused to the Lands in the exercise by the Transferee of its rights under this Agreement except as permitted under this Agreement;

3.6 as far as reasonably possible, to restore any fences, lawns or flower beds, at its cost as nearly as may be reasonably possible to the same condition that they were in prior to any entry by the Transferee upon the Lands;

3.7 not to construct any new Works in the Right of Way Area after the registration of this Agreement without the consent of the Transferor, and consent will not be unreasonably withheld.

4.0 THE PARTIES COVENANT TO AND AGREE WITH EACH OTHER, as follows:

4.1 In spite of any rule of law or equity to the contrary, the Works brought on to, set, constructed, laid, erected in, upon or under the Right of Way Area by the Transferee shall at all times remain the property of the Transferee, even if the Works are annexed or affixed to the freehold, and the Works shall at any time and from time to time be removable in whole or in part by the Transferee;

4.2 In the event that the Transferee abandons the Works or any part of them, the Transferee may, if it so elects, leave the whole or any part of the Works in place and if so abandoned the Works, or part thereof, shall become the property of the Transferor;

4.3 No part of the title in fee simple to the Lands of the Transferor shall pass to or be vested in the Transferee under or by virtue of this Agreement, and the Transferor may fully use and enjoy all of the Lands of the Transferor subject only to the rights and restrictions in this Agreement;

4.4 The Transferor acknowledges that (a) these Covenants are enforceable against the Transferor and their successors in title, but (b) the Transferor is not personally liable for breach of these Covenants after the Transferor has ceased to be the owner of the Lands;

4.5 If at the date hereof the Transferor is not the sole registered owner of the Lands of the Transferor, this Agreement shall nevertheless bind the Transferor to the full extent of its interest therein, and if they acquire a greater or the entire interest in fee simple, this Agreement shall likewise extend to such after-acquired interests;

4.6 Where the expression "Transferor" includes more than one person, all covenants made by the Transferor shall be construed as being several as well as joint with respect to all

persons constituting the Transferor;

4.7 This Agreement shall continue to benefit and be binding upon the Transferor and Transferee, and their respective heirs, administrators, executors, successors and permitted assigns, as the case may be;

4.8 Gender specific terms include both genders and corporations, and the singular and plural forms are interchangeable, according to the context;

4.9 Burrard International Holdings Inc. (the **"Chargeholder"**), the registered holder of Mortgage EF40206, Mortgage FB140521 and Assignment of Rents FB140522 registered against the Lands in the Land Title Office at Victoria (collectively the **"Charges"**), for and in consideration of the sum of One ($1.00) Dollar paid by the Transferee to the Chargeholder (the receipt whereof is hereby acknowledged), agrees with the Transferee, its successors and assigns, that the within Statutory Right of Way shall be a charge upon the Lands in priority to the Charges in the same manner and to the same effect as if it had been dated and registered prior to the Charges.

4.10 GolfBC Holdings Inc. (the **"Chargeholder"**), the registered holder of Mortgage EF40207 registered against the Lands in the Land Title Office at Victoria (the **"Charge"**), for and in consideration of the sum of One ($1.00) Dollar paid by the Transferee to the Chargeholder (the receipt whereof is hereby acknowledged), agrees with the Transferee, its successors and assigns, that the within Statutory Right of Way shall be a charge upon the Lands in priority to the Charge in the same manner and to the same effect as if it had been dated and registered prior to the Charge.

4.11 Hongkong Bank of Canada (the **"Chargeholder"**), the registered holder of Mortgage EF166465, modified by EJ53593, and Assignment of Rents EF166466, modified by EJ53594 registered against the Lands in the Land Title Office at Victoria (collectively the **"Charges"**), for and in consideration of the sum of One ($1.00) Dollar paid by the Transferee to the Chargeholder (the receipt whereof is hereby acknowledged), agrees with the Transferee, its successors and assigns, that the within Statutory Right of Way shall be a charge upon the Lands in priority to the Charges in the same manner and to the same effect as if it had been dated and registered prior to the Charges.

The Transferor and Transferee acknowledge that this Agreement has been duly executed and delivered by the parties executing Forms C and D (pages 1 and 2) attached hereto.

END OF DOCUMENT

SCHEDULE "D"

Statutory Right of Way over Common Property

(document attached)

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)

STAPLES MCDANNOLD STEWART
Barristers & Solicitors
2nd Floor, 837 Burdett Avenue
Victoria BC V8W 1B3
Tel: (250) 380-7744
Fax:(250) 380-3008
File: 130 256/PJ/lg

Deduct LTO Fees? YES ☑

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

COMMON PROPERTY, STRATA PLAN VIS1601

STC? YES ☐

3. NATURE OF INTEREST | CHARGE NO. | ADDITIONAL INFORMATION

Statutory Right of Way | | Entire Document

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):

THE OWNERS, STRATA PLAN VIS1601

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

COWICHAN VALLEY REGIONAL DISTRICT

175 INGRAM STREET
DUNCAN BRITISH COLUMBIA
V9L 1N8 CANADA

7. ADDITIONAL OR MODIFIED TERMS:

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)
				THE OWNERS, STRATA PLAN VIS1601, by its authorized signatory (ies)
				Council Member
				Council Member

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	
				COWICHAN VALLEY REGIONAL DISTRICT, by its authorized signatory (ies)
				Gerry Giles, Chair
(as to both signatures)				Joe Barry, Corporate Secretary

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

W H E R E A S:

A. The Transferor is the Owners, Strata Plan VIS1601;

B. Under the provisions of section 80 of the *Strata Property Act* (British Columbia) the Transferor may grant a statutory right of way over the Common Property within Strata Plan VIS1601 (the "**Lands**"), provided the owners of the strata lots have approved the grant by a ¾ vote at an annual or special general meeting;

C. The Transferee is the Cowichan Valley Regional District;

D. This Right of Way is necessary for the operation and maintenance of the Transferee's undertaking as described in Recital E;

E. To facilitate the installation of one or more systems of sewerage, water works and drainage works including all related pipes, valves, fittings, facilities, equipment, power lines, utility poles, wires, pumps, buildings, kiosks, treatment plants, disposal works, outfalls, culverts, signage and appurtenants (the "**Works**"), the Transferor has agreed to permit the construction by the Transferee of the Works on the Lands and to grant for that purpose the Right of Way in Section 1.1.

NOW THEREFORE, in consideration of the sum of One ($1.00) Dollar of lawful money of Canada, now paid by the Transferee to the Transferor (the receipt and sufficiency of which is now acknowledged by the Transferor), and in consideration of the covenants and conditions agreed to be observed and performed by the parties and for other valuable consideration:

1.0 THE TRANSFERORS:

1.1 grants, conveys, confirms and transfers, in perpetuity, to the Transferee the full, free and uninterrupted right, license, liberty, privilege, easement, permission and right of way, at the Transferee's cost, to lay down, install, erect, construct, entrench, operate, maintain, repair, inspect, alter, remove, replace, bury, cleanse, string, and otherwise establish one or more systems of Works upon, over, under and across the Lands (the **"Right of Way"**);

1.2 covenants and agrees to and with the Transferee that the Transferee shall:

(a) for itself and its agents, workers, contractors and all other licensees of the Transferee;

(b) together with machinery, vehicles, equipment, and materials;

(c) upon, over, under and across the Right of Way;

(d) as may be necessary, useful, or convenient for the purposes in section 1.1; and

(e) in connection with the operations of the Transferee in relation to the Works or other works of the Transferee on adjacent land or other works of the Transferee on adjacent land;

be entitled at all times to enter, use, pass and repass, labour, construct, erect, install, dig, carry away soil or other surface or subsurface materials, and clear of all trees, growth, buildings or obstructions now or hereafter in existence upon, over, under and across the Right of Way;

1.3 transfers, assigns and conveys to the Transferee all right, title and interest in and to any Works that the Transferee, or the Transferor has prior to this Agreement established or constructed or maintained or operated within the Right of Way or in relation to any similar Works previously constructed by any party whatsoever within the Right of Way, and without limiting the foregoing the Transferor confirms that under the terms of a Utility Transfer Agreement dated , all of the Transferor's right, title and interest in and to various utility works within the Right of Way Area, under an option to purchase set out in Easement No. EH126493, also registered against title to the Lands, has been assigned to the Transferee;

1.4 grants unto the Transferee the license, permission, easement and Right of Way to lay down, install, erect, construct, operate, maintain, repair, inspect, alter, remove, replace, cleanse, string, and otherwise establish one or more temporary systems of works upon the Lands of the Transferor, in the event of a breakdown or malfunction of the Works;

2.0 THE TRANSFERORS COVENANT:

2.1 not, and not to permit any other person, to erect, place, install or maintain any building, structure, addition to a building or structure, mobile home, paved driveway or patio, pipe, wire or other conduit on, over or under any portion of the Right of Way within 3 metres of the Works;

2.2 not to do anything that in any way interferes with or damages or prevents access to or is likely to cause harm to the Works installed in or upon the Right of Way;

2.3 not to do or knowingly permit to be done any act or thing which will interfere with or injure the Works and in particular, without limitation, will not carry out any blasting on the Right of Way without the consent in writing of the Transferee, and consent shall not be unreasonably withheld;

2.4 not to substantially add to or diminish the soil cover over any of the Works installed in the Right of Way and in particular, without limitation, will not construct open drains or ditches along or across any of the Works installed in the Right of Way without the consent of the Transferee, and consent shall not be unreasonably withheld;

2.5 from time to time and at all times at the reasonable request and at the cost of the Transferee to do and execute or cause to be made, done or executed any further and other lawful acts, deeds, things, devices, conveyances and assurances in law required to ensure the Transferee of its rights under this Agreement.

3.0 THE TRANSFEREE COVENANTS:

3.1 not to bury any debris or rubbish of any kind in excavations or backfill on the Right of Way, and to remove shoring and similar temporary structures as backfilling proceeds;

3.2 to thoroughly clean all lands to which it has had access under this Agreement of all rubbish and construction debris created or placed on the Right of Way by the Transferee and to leave such lands in a neat and clean condition;

3.3 as soon as weather and soil conditions permit, and as often as it may exercise this right of entry to the Right of Way, to replace the surface soil as nearly as may be reasonably possible to the same condition as it was prior to the entry, in order to restore the natural drainage to the Lands. This shall not require the Transferee to restore any trees or other surface growth, but the Transferee shall leave the Lands in a condition which will not inhibit natural regeneration of that growth;

3.4 as far as reasonably possible, to carry out all work in a proper and workmanlike manner so as to do as little injury to the Lands as possible;

3.5 to make good at its own expense damage or disturbance which may be caused to the Lands in the exercise by the Transferee of its rights under this Agreement except as permitted under this Agreement;

3.6 as far as reasonably possible, to restore any fences, lawns or flower beds, at its cost as nearly as may be reasonably possible to the same condition that they were in prior to any entry by the Transferee upon the Lands;

4.0 THE PARTIES COVENANT TO AND AGREE WITH EACH OTHER, as follows:

4.1 In spite of any rule of law or equity to the contrary, the Works brought on to, set, constructed, laid, erected in, upon or under the Right of Way by the Transferee shall at all times remain the property of the Transferee, even if the Works are annexed or affixed to the freehold, and the Works shall at any time and from time to time be removable in whole or in part by the Transferee;

4.2 In the event that the Transferee abandons the Works or any part of them, the Transferee may, if it so elects, leave the whole or any part of the Works in place and if so abandoned the Works, or part thereof, shall become the property of the Transferor;

4.3 No part of the title in fee simple to the Lands of the Transferor shall pass to or be vested in the Transferee under or by virtue of this Agreement, and the Transferor may fully use and enjoy all of the Lands of the Transferor subject only to the rights and restrictions in this Agreement;

4.4 The Transferor acknowledges that (a) these Covenants are enforceable against the Transferor and their successors in title, but (b) the Transferor is not personally liable for breach of these Covenants after the Transferor has ceased to be the owner of the Lands;

4.5 If at the date hereof the Transferor is not the sole registered owner of the Lands of the Transferor, this Agreement shall nevertheless bind the Transferor to the full extent of its

interest therein, and if they acquire a greater or the entire interest in fee simple, this Agreement shall likewise extend to such after-acquired interests;

4.6 Where the expression "Transferor" includes more than one person, all covenants made by the Transferor shall be construed as being several as well as joint with respect to all persons constituting the Transferor;

4.7 This Agreement shall continue to benefit and be binding upon the Transferor and Transferee, and their respective heirs, administrators, executors, successors and permitted assigns, as the case may be;

4.8 Gender specific terms include both genders and corporations, and the singular and plural forms are interchangeable, according to the context;

The Transferor and Transferee acknowledge that this Agreement has been duly executed and delivered by the parties executing Forms C and D (pages 1 and 2) attached hereto.

STRATA PROPERTY ACT

Form E

CERTIFICATE OF STRATA CORPORATION

(Sections 78, 79, 80, 100, 214, 257, 259, 261, 262, 263, 266, 269, 274, 283 of the Act and sections 17.20 to 17.22 of the Regulation)

Complete and file only the applicable form of certificate.

CERTIFICATE FOR SECTION 78, 79, 80, 214, 257, 259, 261, 262, 263, OR 266 OF THE ACT OR SECTION 17.20 OF THE REGULATION

The Owners, Strata Plan VIS1601 certify that a resolution referred to in section 80(2)(a) of the *Strata Property Act* was passed by a ☐ unanimous vote or ☒ ¾ vote at an annual or special general meeting held on _____, and that the attached instrument, schedule, plan or other document conforms to the resolution.

For the purposes of section 165(4)(f) of the *Land Title Act*, execution of the attached instrument has been approved by a resolution at an annual or special general meeting in accordance with the requirements of the *Strata Property Act* or the Strata Property Regulation, and the instrument conforms to the resolution.

_____
Signature of Council Member

_____
Signature of Second Council Member
(not required if council consists of only one member)

SCHEDULE "E"

Easement over Common Property

(document attached)

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)

Lynn Copeland, McCarthy Tétrault LLP
1300 - 777 Dunsmuir Street
Vancouver BC V7Y 1K2
Phone: (604) 643-5998
Client No. 010452
Doc. no. 10440192 (180627/335932)

Deduct LTSA Fees? Yes ☑

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

NO PID NMBR THE COMMON PROPERTY, STRATA PLAN VIS1601

STC? YES
Related Plan Number:

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):

THE OWNERS, STRATA PLAN VIS1601

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

CRC CANADIAN RETIREMENT CORPORATION

1800 - 1030 WEST GEORGIA STREET
VANCOUVER BRITISH COLUMBIA
V6E 2Y3 CANADA
Incorporation No
BC0715019

7. ADDITIONAL OR MODIFIED TERMS:
NIL

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)
	11			The Grantor: THE OWNERS, STRATA PLAN VIS1601, by its authorized signatory: Print Name:

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 Y	M	D	Transferor / Borrower / Party Signature(s)
	11			The Grantee: CRC CANADIAN RETIREMENT CORPORATION, by its authorized signatory: Print Name:

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
Easement		Registered Owner of PID: 018-512-615, Lot 1 Sec 12 Rge 9 and of Sec 12, 13 and 14 Rge 10 Shawnigan District Plan VIP57684 except part in Strata Plan VIS1601 (Phases 15, 16, 17, 18 and 19. Registered Owner of PID: 015-933-369, Lot A Sec 12 Rge 9 and of Sec 11, 12 and 13 Rge 10 Shawnigan District Plan 50183

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION

EASEMENT AGREEMENT - ACCESS

BETWEEN:

THE OWNERS, STRATA PLAN VIS1601
600 Fairways Place
Cobble Hill, B.C.
V0R 1L1

(the "**Strata Corporation**")

AND:

CRC CANADIAN RETIREMENT CORPORATION
1800 – 1030 West Georgia Street
Vancouver, B.C.
V6E 2Y3

(the "**Grantee**")

WHEREAS:

A. The Strata Corporation is responsible for the control, management and administration of the common property of a development (the "Development") located at Cobble Hill, British Columbia and known as "Arbutus Ridge", which is legally described as:

The Common Property of Strata Plan VIS1601

(the "**Common Property**");

B. The Grantee is the registered owner of those lands and premises listed in item 3 of the Form E (*Land Title Act*) Schedule attached hereto (the "**Grantee's Lands**");

C. The Strata Corporation has agreed to grant to the Grantee an easement over the Common Property (the "**Easement Area**"), in accordance with the terms and conditions of this Agreement;

D. Pursuant to section 80 of the *Strata Property Act* (British Columbia), a strata corporation may, by a resolution passed by a ¾ vote, direct the strata corporation to grant an easement burdening the common property included in a strata plan; and

E. A Certificate of Strata Corporation as to the resolution directing the Strata Corporation to grant the easement herein in Form E under the *Strata Property Act* (British Columbia) is attached as Schedule B hereto.

THEREFORE in consideration of the premises, the amount of $1.00 paid by the Grantee to the Strata Corporation and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.00 EASEMENTS OVER COMMON PROPERTY

1.01 Subject to the terms, conditions and limitations stated herein, the Strata Corporation hereby grants, transfers and conveys unto the Grantee, its successors and assigns and its and their respective contractors, subcontractors, employees, licensees, agents, servants, workmen and guests (collectively, excluding the Grantee, the "**Grantee's Representatives**"), for the benefit of and to be appurtenant to the Grantee's Lands, the non-exclusive, full, free and uninterrupted right, license, liberty, privilege, easement and right of way at all times hereafter, by night and by day, and at their will and pleasure to enter upon, go across, pass over and repass over within, upon and along the Easement Area, with or without vehicles or equipment, for the purpose of:

(a) enjoying a right of ingress to and egress from the Grantee's Lands; and

(b) generally doing all acts, things and matters necessary for or incidental to the exercise of the rights granted herein.

2.00 COVENANTS OF THE GRANTEE

2.01 The Grantee will:

(a) exercise its rights and carry out its duties hereunder in a reasonable manner, using all reasonable efforts to minimize any nuisance and inconvenience and not interfere with any reasonable use of the Easement Area; and

(b) exercise all reasonable care not to damage the Easement Area or any improvement on the Easement Area and if any such damage occurs, repair such damage with all reasonable dispatch.

3.00 COVENANTS OF THE STRATA CORPORATION

3.01 The Strata Corporation will:

(a) not do or permit to be done any act or thing which in the reasonable opinion of the Grantee may interfere with, injure or impair the operating efficiency of, or obstruct access to or the use of the easements granted in section 1.01; and

(b) permit the Grantee to peaceably hold and enjoy the easements granted in section 1.01.

4. 00 MISCELLANEOUS

4.01 The parties will at all times be reasonable in exercising their rights, forming their opinions and performing their duties hereunder.

4.02 This Agreement will be construed as running with and being a burden upon the Easement Area, but no part of the fee of the soil of the Easement Area will pass to or be vested in the Grantee under or by these presents.

4.03 The covenants of the Strata Corporation and the Grantee contained herein will be personal and binding upon the Strata Corporation and the Grantee only during their respective ownership of any interest in the Easement Area and the Grantee's Lands, but the Easement Area and the Grantee's Lands will nevertheless be and remain at all times charged herewith, to the intent that upon the transfer of all interest of the Strata Corporation or the Grantee in the Easement Area or the Grantee's Lands, respectively, the transferring party will be freed and discharged from the observance and performance thereafter of the covenants on its part in respect of the Easement Area or the Grantee's Lands, as the case may be, on its part to be observed and performed.

4.04 Waiver of any default by either party will not be deemed to be a waiver of any subsequent default by that party.

4.05 Whenever it is required or desired that either party serve a notice on the other, service will be deemed to be satisfactory and to have occurred:

(a) on the date of service, if that party has been served personally; or

(b) on the date received or on the sixth day after mailing in any Canadian post office, whichever is the earlier, if mailed by pre-paid registered mail, so long as the notice is mailed to the party at the most recent address shown on title to the Common Property or the Grantee's Lands, as the case may be, in the records of the Land Title Office for that party or to whatever address the parties from time to time in writing agree to.

4.06 Whenever the singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate as the context so requires.

4.07 The word "including", when following any general statement, will be construed to refer to all other things that could reasonably fall within the scope of such general statement, whether or not non-limiting language (such as "without limitation" or "without limiting the generality of the foregoing") is used with reference thereto.

4.08 Every reference to each party is deemed to include the successors, assigns, employees, agents, officers and invitees of such party wherever the context so requires or allows.

4.09 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

will be severed and the decision that is invalid will not affect the validity of the remainder of this Agreement.

4.10 This Agreement will enure to the benefit of and be binding on the parties hereto notwithstanding any rule of law or equity to the contrary.

4.11 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.

4.12 Nothing in this Agreement will be interpreted so as to restrict or prevent the Strata Corporation from using the Easement Area in any manner which does not unreasonably interfere with the exercise by the Grantee of its rights hereunder.

IN WITNESS WHEREOF the parties hereto have executed and delivered this Agreement by signing on the Form C above which form is part hereof.

SCHEDULE B

Form E

CERTIFICATE OF STRATA CORPORATION
(Sections 78, 79, 80, 100, 214, 257, 259, 261, 262, 263, 266, 269, 274, 283)

The Owners, Strata Plan NES1601 certify that a resolution referred to in section 80 of the *Strata Property Act* was passed by a 3/4 vote at a special general meeting held on _____, and that the attached instrument conforms to the resolution.

For the purposes of section 165(4)(f) of the *Land Title Act*, execution of the attached instrument has been approved by a resolution at an annual or special general meeting in accordance with the requirements of the *Strata Property Act*, and the instrument conforms to the resolution.

_____
Signature of Council Member

_____
Signature of Second Council Member

(not required if council consists of only one member)

- END OF DOCUMENT -

180627-335932
DOCS #9993894 v. 1

C·V·R·D

R4

STAFF REPORT

ENGINEERING AND ENVIRONMENTAL SERVICES COMMITTEE MEETING OF JUNE 22, 2011

DATE: June 6, 2011 **FILE NO:** 5225-06-CBE|WIL

FROM: Louise Knodel-Joy, Senior Engineering Technologist Water Management Division

SUBJECT: Wilmot Road Drainage Service Area Amendment Request

Recommendation:
That it be recommended to the Board:

1. **That the *Certificate of Sufficiency*, confirming that sufficient petitions requesting inclusion into the Wilmot Road Drainage Service Area be received.**
2. **That the boundaries of the Wilmot Road Drainage System area be amended to include *"PID 009-032-649, Parcel B (DD 47244I), Section 6, Range 4, Except parts in Plan 4159, 4307, 8219, 9529, 17353, 19696 and VIP 81664, Cowichan District and PID 005-167-841, Lot 1, Section 5, Range 4, Plan 10957 except that part of said lot shown outlined in red on plan 1659-R and parts in plans 15342, 16358, 18893 and VIP 81664".***
3. **That CVRD Bylaw 3509 – Wilmot Road Drainage Service Amendment Bylaw, 2011 be forwarded to the Board for consideration of 3 readings and adoption.**

Relation to the Corporate Strategic Plan: Provides a reliable essential service.

Financial Impact: *(Reviewed by Finance Division: GM)*
New users brought into the service area, will generate an increased assessment base, thereby improving the financial stability of this system. The property owners are responsible for all construction costs.

Background:
CVRD Bylaw No. 3461 - Phased Development Agreement Authorization Bylaw (Cowichan Bay Estates), 2011 requires the drainage management of these lands be managed by the CVRD through the Wilmot Road Drainage System. The owner is required to build the necessary infrastructure for this development.

Valid and sufficient Petitions for Services have been received. The *Certificates of Sufficiency* and a site plan are attached for consideration.

Submitted by

L. Knodel-Joy

Louise Knodel-Joy
Senior Engineering Technologist

Reviewed by:
Division Manager:

Approved by:
General Manager:

LKJ:jlb

C·V·R·D

WILMOT ROAD DRAINAGE SYSTEM
CERTIFICATE OF SUFFICIENCY

I hereby certify that the petitions for inclusion in the *Wilmot Road Drainage System Service Area* within a portion of Electoral Area D – Cowichan Bay is sufficient, pursuant to section 797.4 of the *Local Government Act.*

DATED at Duncan, British Columbia)
this 20th day of May, 2011)
)
) Kathleen Harrison, Deputy Corporate Secretary

Wilmot Road Drainage Service Area

Total Number of Parcels Requesting Inclusion in Service Area:	2
Net Taxable Value of All Land and Improvements:	$3,573,000
Number of Valid Petitions Received:	2
Net Taxable Value of Petitions Received (Land and Improvements):	$3,573,000

C·V·R·D

COWICHAN VALLEY REGIONAL DISTRICT

BYLAW NO. 3509

A Bylaw to Amend the Boundaries of the Wilmot Road Drainage Service Area

---

WHEREAS the Board of the Cowichan Valley Regional District established the *Wilmot Road Drainage Service Area* under the provisions of Bylaw No. 2853, cited as "CVRD Bylaw No. 2853 – Wilmot Road Drainage Service Establishment Bylaw, 2006";

AND WHEREAS the Board of the Cowichan Valley Regional District wishes to extend the boundaries of the service area to include the following two properties:

- PID 005-167-841, Lot 1, Section 5, Range 4, Cowichan District, Plan 10957, Except That Part of Said Lot Shown Outlined In Red On Plan 1659-R And Except Parts In Plans 15342, 16358, 18893 and VIP 81664; and
- PID 009-032-649, Parcel B (DD 47244I) Of Section 6, Range 4, Cowichan District, Except Parts In Plan 4159, 4307, 8219, 9529, 17353, 19696 and VIP 81664;

AND WHEREAS the owners of the above noted properties have petitioned the Regional District to have their property included in the service area;

AND WHEREAS the Director of Electoral Area D – Cowichan Bay has consented, in writing, to the adoption of this bylaw;

NOW THEREFORE the Board of the Cowichan Valley Regional District, in open meeting assembled, enacts as follows:

1. **CITATION**

   This bylaw may be cited for all purposes as **"CVRD Bylaw No. 3509 – Wilmot Road Drainage Service Amendment Bylaw, 2011"**.

2. **AMENDMENT**

   That Bylaw No. 2853 be amended by deleting Schedule A and replacing it with the Schedule A attached to this bylaw.

.../2

READ A FIRST TIME this _____ day of _____ , 2011.

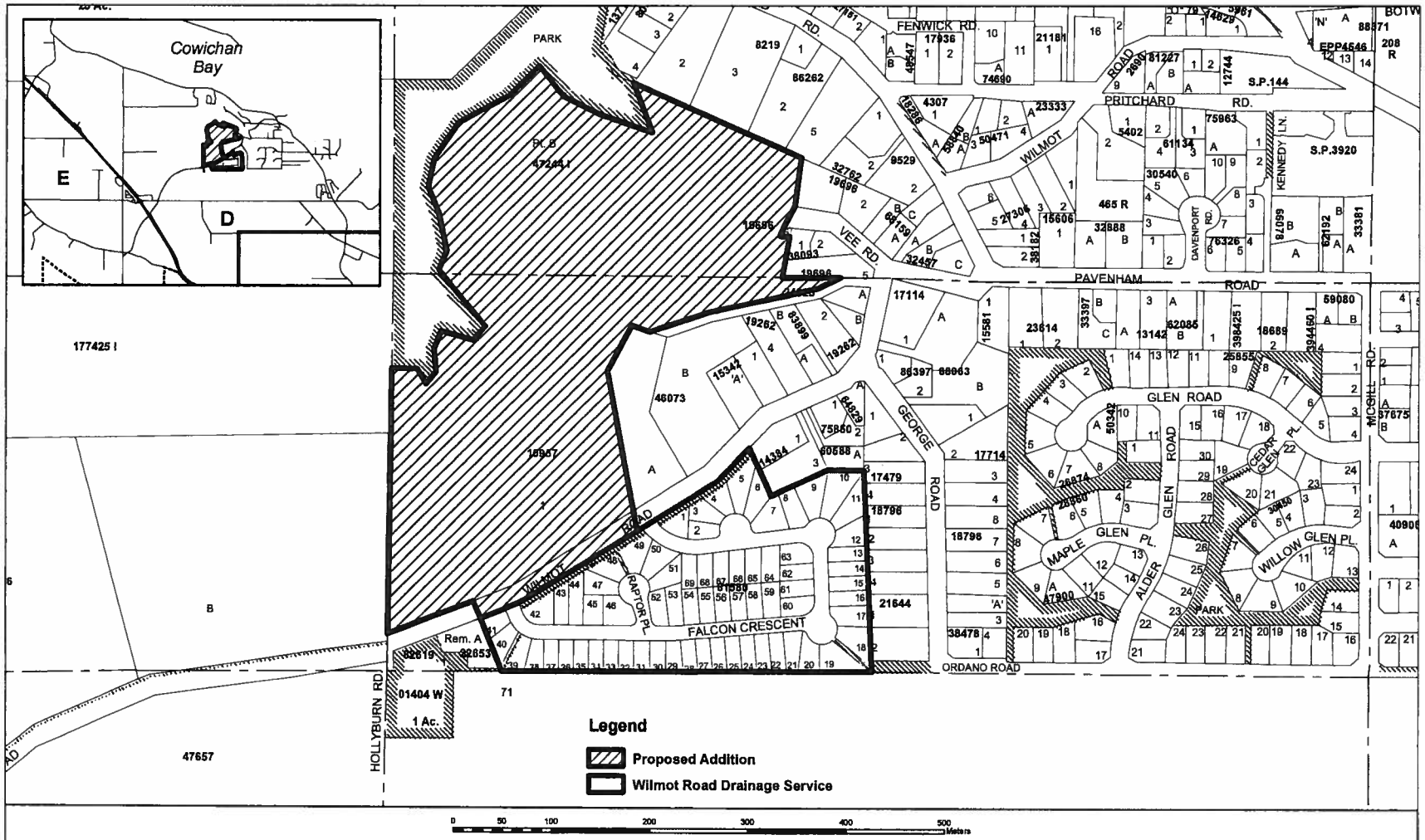
READ A SECOND TIME this _____ day of _____ , 2011.

READ A THIRD TIME this _____ day of _____ , 2011.

ADOPTED this _____ day of _____, 2011.

_____ _____

Chairperson Corporate Secretary



Schedule A to CVRD Bylaw No. 2853 – Wilmot Road Drainage Service Establishment Bylaw, 2006. As amended by Bylaw No. 3509. Adopted _____, 2011.

C·V·R·D

STAFF REPORT

R5

ENGINEERING & ENVIRONMENTAL SERVICES COMMITTEE MEETING OF JUNE 22, 2011

DATE: June 15, 2011 **FILE NO:** 1855-03-01-WTE

FROM: Bob McDonald, Manager, Recycling & Waste Management

SUBJECT: Tri-Regional Waste To Energy Study

Recommendation/Action:
That staff incorporate the findings of the Tri-Regional District Solid Waste Study into the Solid Waste Management Plan review process scheduled for 2012, and to continue dialogue with the Regional District of Nanaimo and the Capital Regional District on this issue.

Relation to the Corporate Strategic Plan: Responsible waste management.

Financial Impact: *(Reviewed by Finance Division:* SGM)
None at this time.

Background:
In spring 2010, the CVRD partnered with the Capital Regional District (CRD) and the Regional District of Nanaimo (RDN) on a study (available upon request) to evaluate the feasibility of a joint Waste to Energy (WTE) facility that would serve the three regions well into the future. The firm, AECOM, was retained to conduct the study as they have sound expertise in this area.

The study evaluates four facility locations, one representative location within each regional district and a fourth at Gold River, the location of a potential WTE facility to be developed by Covanta Energy. This facility is proposed to be built if waste can be secured from Metro Vancouver and other sources.

The technologies evaluated in the study include mass burn with electricity and district heat, gasification to liquid ethanol, and plasma gasification with electricity and district heat. Recovery of metals is included in all options. Greenhouse gas emissions (GHGs) are also evaluated for each option.

Technology Options
The technology for mass burn WTE facilities is well established worldwide with 800 facilities currently in operation. Such conventional combustion systems can handle a variable waste stream with no pre-processing; the system is relatively simple and modern mass burn facilities with sophisticated air pollution control systems have minimal impact on the environment. Mass burn facilities generally cost less to build and operate than most advanced systems, such as gasification or pyrolysis. It should be noted that this 'conventional' technology has evolved over many years to where it is today, but does carry a legacy of crude disposal and environmental impacts.

.../2

The gasification process involves the combustion of solid waste where a synthetic gas is created, cleaned and used for some other process, such as a chemical process to make ethanol or a thermal process to make electricity. Gasification facilities are usually built with a fixed capacity, with module sizes ranging from 40,000 to 100,000 tonnes. Because they have the potential for smaller sized units, they can be sited close to a feedstock source and used in decentralized applications. Gasification systems typically require homogeneous feedstock and therefore extensive front-end processing is required. Few full-scale gasification facilities are in operation; the only successful ones are in Japan. Three North American communities are pursuing gasification technologies to produce ethanol and heat, including Edmonton.

Plasma arc gasification processes are similar to gasification but use extremely high temperatures to gasify the waste. The process also produces a syngas, which can in turn be used to create electricity. The technology involves relatively high capital and operating costs. This technology is still at the developmental stage with only two commercial plants operational in Japan. Ottawa and Calgary are pursuing plasma arc gasification facilities for their municipal solid waste.

In consideration of the above factors and their application to our joint waste stream, the preferred technology on which the study is based is that of mass burn, with controlled air.

Financial Implications

A tri-regional WTE facility is projected to receive 200,000 tonnes per year of residual solid waste. This volume includes dried biosolids, and accounts for diversion of kitchen scraps and recyclables. The financial analysis indicates a fairly large variation in unit costs for the different technologies:

- Mass burn would cost $84 to $98 per tonne, depending on the extent of district heating.
- Gasification to ethanol would be $136 per tonne.
- Plasma ark gasification to electricity and district heat would be $152 to $155 per tonne; and
- Private mass burn facility in Gold River is estimated at $42 per tonne.

Transportation costs must be added to the above unit costs and have been estimated to be between $21 and $31 per tonne, depending on the facility location. Transportation costs have been assumed to be applied as a total system cost, shared equally by each regional district.

Because the majority of the waste is generated in the CRD, the most economical tri-regional option is a mass burn facility in the CRD at a site where district heating opportunities could be realized. Total system costs for this option are estimated at $105 per tonne, again, shared equally by each regional district.

Environmental Implications

The tri-regional study presents an analysis of the GHG emissions for each technology compared to landfilling. Even with landfill gas recovery and utilization, landfilling produces more GHG than WTE. The technologies that generate fuels used to offset fossil based natural gas or diesel, such as gasification and plasma gasification, present the greatest benefits. GHG emissions from transportation are not significant in any of the options.

Discussion:

Siting a tri-regional facility will ultimately depend on many factors, including political and social preference to be a host community, availability of land, transportation access, ability to utilize district heat and minimizing transportation costs and GHG emissions. Because the majority of the waste is generated in the CRD, the most economical tri-regional option is a mass burn facility in the CRD at a site where district heating opportunities could be realized.

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On a strictly financial basis, the potential of a tri-regional facility seems questionable at this point in time, given that current tipping fee costs in the CRD are estimated at $37 / tonne and in the RDN at $50 / tonne. The CRD is proposing to include the possibility of a tri-regional facility in their SWMP review process, although it would require a formal SWMP amendment should they actually pursue siting such a facility. Similarly, the RDN intends to continue to monitor the potential of such a facility given the ever-changing energy markets and other factors.

It is worth noting that although both jurisdictions have 20-30 year life capacity remaining in their existing landfills, any WTE facility requires a landfill for surplus volumes and residual ash disposal. As new landfills are difficult at best to establish, any decisions may need to go beyond a cost comparison to current practices.

The CVRD is in the least favourable position to consider development of our own facility. However, making use of the proposed Gold River facility is worth consideration as it may prove cost-effective.

Submitted by:

Bob McDonald
Manager, Recycling & Waste Management

Reviewed by:
Division Manager:

Approved by:
General Manager:

BMc:jlb

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STAFF REPORT

ENGINEERING & ENVIRONMENTAL SERVICES COMMITTEE MEETING OF JUNE 22, 2011

DATE: June 8, 2011 **FILE NO:** 5280-15-01

FROM: Kate Lindsay, Senior Environmental Analyst

SUBJECT: CVRD DRAFT Brownfield Registry

Recommendation/Action:
That the Board receive the Brownfield Registry and associated maps for information purposes and that staff update the registry and associated database as additional information becomes available; and further, that the Brownfield Registry be provided to member municipalities for their information and tracking.

Relation to the Corporate Strategic Plan:
This supports the strategic objective to "Restore, rehabilitate and enhance the natural environment" as outlined in the 2010 CVRD Corporate Strategic Plan as well as completion of the Environmental Policy Division's 2011 work plan action to develop a draft registry and maps.

Financial Impact: *(Reviewed by Finance Division: GM)*
None at this time. Staff costs to upload the GIS data will be covered by the Environmental Policy Division's core 2011 budget.

Background:
The Regional Environmental Policy Division partnered with a Vancouver Island University (VIU) Advanced Diploma GIS student to work on a brownfield mapping practicum. The project commenced in late January 2011 and the draft Brownfield Registry was completed in April 2011.

The project identifies known potential contaminated sites within the CVRD. Information was collected from a number of sources, including but not limited to; the federal registry, the BC contaminated sites registry, historical mining and forestry information and CVRD zoning maps.

The initial draft inventory has identified a total of 274 brownfield sites within the CVRD. These are categorized into the following; Facilities, Forest Operations, Industrial Activities, Major Transportation routes, Mines, Service Stations and Unknown Contaminants.

The identified brownfield sites have been captured spatially and can be added as a layer to our GIS mapping system. The map includes an associated database of information on contaminants, source and volume. We now have a substantive electronic CVRD Brownfield Registry with the potential to complete further analysis of brownfield sites as they relate to land use decisions.

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A preliminary analysis of potential impacts to groundwater resources has been done based on the recently completed groundwater vulnerability mapping project. The analysis is preliminary at this time and requires additional resources and testing to validate, which is outside of the current scope of programming.

Monitoring and approving the location and deposition of contaminated materials is currently outside of the CVRD's purview. Good planning, however, dictates that the CVRD and member municipalities have an understanding of the location and potential impacts of contaminated sites on the community's water and land resources in order to manage growth and development over time. Based on an analysis of cumulative impacts, this registry will enable the CVRD to communicate these issues with senior levels of government more effectively in the future.

Submitted by,

Kate Lindsay
Sr. Environmental Analyst
Regional Environmental Policy Division

Reviewed by:
Division Manager:

Approved by:
General Manager:

KL:jlb

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GIS Practicum Project for the Cowichan Valley District:

Identifying Contaminated Sites in the Cowichan Valley Regional District and Identifying the Risk to Groundwater

Emily Pallard

Vancouver Island University

ADGIS Program

GIS Practicum: Identifying Contaminated Sites in the Cowichan Valley Regional District and Identifying the Risk to Groundwater

This project has one main goal and a couple minor goals. This includes collecting the various data sources that have information on contaminated sites within the Cowichan Valley Regional District (CVRD), which will result in an inventory of contaminated sites for the region in MS Excel format. Another goal is to identify residential areas that are on septic. Then risk to water wells will be assessed using the locations of the contaminated sites and the septic areas as well as groundwater vulnerability. Further recommendations for this project will be made in the conclusion.

The main goal of this project is to identify the contaminated sites located within the CVRD and create an inventory. These sites include previous and current service stations, old mining sites and forest operation sites, current and previous facilities and many unknown sites. To gather these locations several datasets were used, including Federal and Provincial Contaminated Site Registries, Ministry of Forests, Lands and Mines and the Camp to Community Map from this website: http://www.camptocommunity.ca/english/map/index.html.\

All the datasets received for this project were in Excel format. All the Federal Registry data and the mill locations from the Ministry of Forests, Lands and Mines had to be entered into an excel table manually. In order to plot the locations of the sites, the latitude and longitude coordinates had to be in decimal degree format, not degrees, minutes, seconds. Using MS Excel I was able to format the geographic coordinates correctly then plot the points into ArcGIS. As the datasets were completed, they were merged together into one dataset in ArcGIS.

The data also had to be cleaned. This involved removing duplicate values, filling in additional information such as making assumptions on contaminants present at certain sites (eg. Service station contaminants are petroleum related). Many of the contaminated sites from the Provincial and Federal Registries provided little information. These sites were exported to a .kml file that opens in Google Earth. Ground-truthing was done and sites were placed into categories and sub-categories such as transport routes (rail, marine, and automobile), industrial activities, and unknown sites (urban, rural, freshwater and marine). The number of sites per category can be seen in Table 1 below.

Contamination Source	Number of Sites
Facilities	9
Forest Operations	24
Industrial Activities	41
Major Transport Routes	21
Mines	32

Service Stations	33
Unknown Contaminants	114
Total	274

Table 1 – Number of Contaminated Sites

Once this was done the sites were exported several times until they were in a useable MS Excel format. The MS Excel file was called "ContaminatedSitesInventory". The table was cleaned, columns were ordered and deleted. The additional mining column information from the BC Mining Atlas were placed into a new sheet within the same document called "Additional Mining Information".

Another aspect of this project is to identify risk posed to the wells in the CVRD. There were several steps to perform this task. Using the BC Wells data from GeoBC, the DRASTIC data from VIU and Ministry of Environment, and the identified contaminated sites, a risk value was assigned to each well. The BC Wells data has personal well information including location, well depths and the depth to water. The DRASTIC data is a vulnerability map showing areas where groundwater is highly vulnerable and areas that are less vulnerable. The DRASTIC data takes into account seven parameters: water depth, recharge rate, type of aquifer, type of overlying material, topography, hydraulic conductivity and the impact of the vadose zone. The contaminated sites provide the location of known areas that are contaminated.

Each well was assigned three values based on relation to the DRASTIC data, distance to the closest contaminated site and distance to the closest septic area. First values for wells were assigned in a column called "DRASTICRis". The DRASTIC data has values of 3 for highly vulnerable areas, 2 for medium vulnerability and 1 for low vulnerability. Each well value was assigned based on which DRASTIC classification it fell within in the map. Then, the distance to the contaminated sites was calculated using the "Near" function. Wells less than 1km from a contaminated site were given a value of 3, wells between 1 – 2km to a contaminated site were given a value of 2, and wells over 2km were given a value of 1. The farthest distance from a well to a contaminated site was 8km. The assigned values were placed in a column called "ContamRisk".

Although the inventory is not complete, it is a good start. More contaminated sites could always be found through local historians. It is also possible to do some further research to categorize the many unknown contaminated sites. Knowing the origins of the site might help identify contaminants that might be present. I have tried to investigate types of contaminants associated with certain activities, but unfortunately I had little luck.

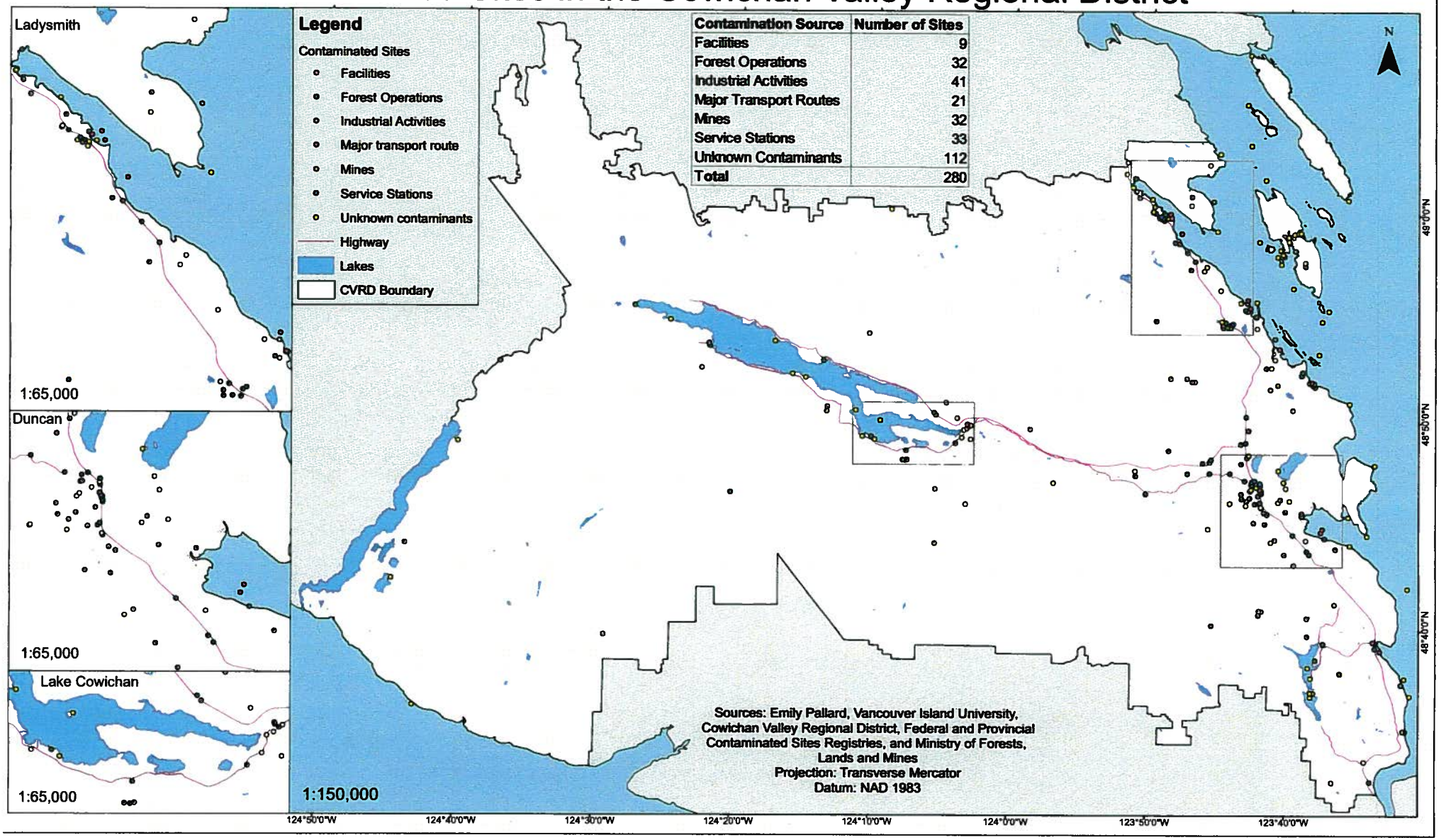
I also found during my studies that Zoe Allard, working for the Ministry of Forests, has access to information on previous forest operations within the CVRD, but the information is difficult to extract.

Unfortunately due to this factor these sites are not represented within the map or the inventory. For a more complete inventory of forestry sites this could be investigated at a later time.

It is also important to note that the risk mapping of the wells data is very basic. If there were more time, a more accurate assessment could be made. This approach could use a parameter that looks at how many contaminated sites fall within a certain distance of each well. The more contaminated sites/septic areas within a certain distance to a well, the more likely it will be contaminated, and the higher the potential accumulation of contaminants. A groundwater flow map could be made using elevation and the depth to water from the wells dataset. This would create slope and provide a direction of movement for water. Then areas likely to be contaminated from upstream areas could be assessed.

As illustrated above, this project is a good starting point. More research could be done to fill in blanks in the contaminated sites inventory, not only on the sites presently identified, but new sites as well. Risk to wells could be assessed in many different ways including the suggestions above. This project is only the beginning of all the kinds of analysis that can be carried out now that there is a contaminated sites inventory for the CVRD.

Contaminated Sites in the Cowichan Valley Regional District



Contamination Source	Number of Sites
Facilities	9
Forest Operations	32
Industrial Activities	41
Major Transport Routes	21
Mines	32
Service Stations	33
Unknown Contaminants	112
Total	280