



ENGINEERING & ENVIRONMENTAL SERVICES COMMITTEE

WEDNESDAY, MARCH 23, 2011 - 3:30 P.M.
CVRD Boardroom, 175 Ingram Street

AGENDA

		<u>PAGES</u>
1.	<u>APPROVAL OF AGENDA:</u>	1 - 2
2.	<u>ADOPTION OF MINUTES:</u>	
	M1 Minutes of the February 23, 2011 meeting of the Engineering & Environmental Services Committee.	3 - 6
3.	<u>BUSINESS ARISING FROM THE MINUTES:</u>	
4.	<u>DELEGATIONS:</u>	
	D1 Speaker: Joseph Gollner, Cameron Taggart Group Re: Studies on the proposed Eco Depot in Cobble Hill	7
5.	<u>CORRESPONDENCE</u> None	
6.	<u>REPORTS</u>	
	R1 Sentinel Ridge Drainage and Streetlighting Service Area Amendment Requests from Ocean Terrace Development. Manager, Water Management	8 - 11
	R2 Asit Mazumder, water quality research contract for Shawnigan Lake – Manger, Regional Environmental Policy.	12
	R3 Amendment of Bylaw No. 1958 – CVRD Garbage and/or Recyclable Materials Collection. Superintendent, Solid Waste Operations	13 – 16
	R4 Cowichan Bay Sewer Service Area Amendment Request. Manager, Water Management	17 - 20
	R5 Twin Cedars Sewer Transfer Agreement Amendment. Manager, Water Management	21 - 27
	R6 Planning Grants - Saltair Water System Modelling Study and Electoral Area A Water System Integration Study. Manager, Water Management Division	28 - 29
	R7 Amendment of Bylaw No. 2108 - Solid Waste Management Charges and Regulations Manager, Recycling & Waste Management	30 - 46
	R8 ROW Agreement and Honeymoon Bay Water Service Area Amendment Request from TimberWest. Manager, Water Management Division	47 - 69

7. **NEW BUSINESS:**

NB1 Motion referred from the Electoral Area Services Committee Discussion meeting of March 1, 2011. *"That the issue of drafting provisions to prohibit burning of construction materials be referred to the Engineering and Environmental Services Department for review"*.

8. **CLOSED SESSION** – No Closed Sessions Items

9. **ADJOURNMENT**

The next meeting of the Engineering & Environmental Services Committee will be held April 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, 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 February 23, 2011 at 3:40 p.m.

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

ABSENT: Director Cossey

ALSO PRESENT: W. Jones, CAO, CVRD
B. Dennison, P. Eng., General Manager, E & E
D. Leitch, ASCT., Manager, Water Management
B. McDonald, Manager, Recycling & Waste Management
K. Miller, Manager, Regional Environmental Policy
J. Adair, Superintendent, Solid Waste Operations
S. Moss, Manager, Financial Services
S. Hurcombe, Budget Coordinator, Financial Services
J. Bath, Recording Secretary

APPROVAL OF AGENDA

Item SNB2 was added to the Agenda:

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 January 26, 2011 regular Engineering & Environmental Services Committee meeting be adopted.

MOTION CARRIED

BUSINESS ARISING OUT OF MINUTES

No business arising.

DELEGATIONS

No delegations.

CORRESPONDENCE

No correspondence

REPORTS

R1

2011 Engineering & Environmental Services budgets

The Manager, Water Management Division provided the Committee with a summary of utility budgets as provided in staff report NB3.

The General Manager, Engineering & Environmental Services provided a summary of the Street lighting function budgets, advising that Shawnigan Lake Critical Street lighting will have a deficit in 2011 due to an inaccurate quote from BC Hydro. An AAP process is required for the Youbou Street lighting budget to increase the requisition due to rising costs in electricity.

It was moved and seconded that the 2011 Water, Sewer, Drainage and Street Lighting Function budgets be approved as presented.

MOTION CARRIED

Staff provided the Committee with a breakdown of 2011 curbside collection fees for each Electoral Area.

The Director for Electoral Area H asked staff to explore the option of paying to have the Chemainus First Nations include Electoral Area H in their in-house collection.

It was moved and seconded that the following budgets be approved as presented:

- **Function 515 – Curbside Collection**
- **Function 531 – South Cowichan Water Plan**
- **Function 576 – Utilities Control Budget**

MOTION CARRIED

R2

A staff report was considered regarding establishment of a service area for clean-out of Shawnigan Creek.

It was moved and seconded that it be recommended that an Alternative Approval Process be carried out to obtain consent of the voters to create a function and service area inclusive of the Shawnigan Lake North Water System, the Shawnigan Village Water System and the Shawnigan Lake waterfront properties in Electoral Area B, for the purposes of cleaning out Shawnigan Creek, allowing drainage and the restoration of the natural system; and further that an establishment bylaw be created for this service area.

MOTION CARRIED

R3

A staff report was considered regarding undertaking a District Energy Study for the Cowichan Bay Heights development.

Discussion took place regarding the feasibility of undertaking this study.

It was moved and seconded that the Board authorize staff to proceed with a District Energy Study for the Cowichan Bay Heights development and that the study be funded to a maximum amount of \$40,000, to be paid by equal contributions from the CVRD Electoral Area Feasibility Fund and the Cowichan Bay Heights developer.

MOTION DEFEATED

R4 A staff report was presented providing a management amendment bylaw for Twin Cedars Sewer System.

It was moved and seconded that "CVRD Bylaw No. 3464 – Twin Cedars Sewer System Management Amendment Bylaw, 2011" be forwarded to the Board for three readings and adoption

MOTION CARRIED

R5 A staff report was considered regarding approval to purchase of an Expanded Polystyrene Densifier prior to adoption of the 2011 Budget.

It was moved and seconded that it be recommended that the Board waive the CVRD Purchasing Policy and, prior to approval of the 2011 budget, authorize purchase of an Expanded Polystyrene (Styrofoam) Densifier for the Bings Creek Solid Waste Management Complex, in the amount of \$35,000.00.

MOTION CARRIED

INFORMATION

IN1 **UBCM Member release, February 2, 2011, Diking Authorities for New Dikes.**

The Committee discussed the policy statement developed by the Province..

NEW BUSINESS

NB1 Curbside Collection on snow days

The Director for Electoral Area D asked if there is has been any consideration given for provision of a make-up collection day, instead of waiting to the next scheduled one. Staff advised that it would be an additional cost to residents, but could be looked at in the next contract.

NB2 Construction Sites

The Director for Electoral Area D advised that the Lambourn water treatment plant was under construction over Christmas break, during which time materials were left along the roadside. She asked if the CVRD has any control over that?

Staff responded that it was CVRD staff that undertook that work and it should have been cleaned up.

**RESOLVE INTO
CLOSED SESSION
5:30 p.m.**

It was moved and seconded that the meeting be closed to the public in accordance with the Community Charter, Part 4, Division 3, Sections 90 {{(1) (c)} and (g)}.

MOTION CARRIED

**RISE FROM
CLOSED SESSION
5:46 p.m.**

It was moved and seconded that the Committee rise without report.

MOTION CARRIED

ADJOURNMENT

It was moved and seconded that the meeting be adjourned.

MOTION CARRIED

The meeting adjourned at 5:46 pm

Chair

Recording Secretary

Dated: _____

Request to Appear as a Delegation

Meeting Information

Request to Address:

CVRD Board

Committee

D1

If Committee, specify the Committee here:

E&ESC

Meeting Date: 03/23/2011

Meeting Time: 3:30 PM

Applicant Information

Applicant Name: Joseph Gollner

Representing: Cameron Taggart Group

(Name of organization if applicable)

As: Coordinator

(Capacity / Office)

Number Attending: 3

Applicant Contact Information

Applicant Mailing Address: 1401 Lovers Lane

Applicant City: Cobble Hill

Applicant Telephone: 250-743-6736

Applicant Fax: 250-743-6736

Applicant Email: pacwavecorp@telus.net

Presentation Topic and Nature of Request:

Topic:

The CVRD's, recently released to the public, studies in Final draft form, on the proposed ecodpot in Cobble Hill.

We, living near to the proposed site, want to present a balanced professional statement to the E & ESC Committee. A statement that will both challenge and refute some of the findings made in the 2010 CVRD commissioned studies on the Cameron Taggart Road proposed ecodpot.

We estimate that our statement will take fifteen minutes.



C.V.R.D

STAFF REPORT

R1

ENGINEERING AND ENVIRONMENTAL SERVICES COMMITTEE MEETING OF MARCH 23, 2011

DATE: February 23, 2011 FILE NO: 5430-30-SRD/09
FROM: Louise Knodel-Joy, Water Management, Engineering & Environmental Services
SUBJECT: Sentinel Ridge Drainage and Street Lighting Systems Service Area Amendment Requests from Ocean Terrace Developments

Recommendation:

That it be recommended to the Board:

- 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. 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.

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

Financial Impact: (Reviewed by Finance Division: [signature])

New users brought into the service area, will generate an increased assessment base, thereby improving the financial stability of these systems. The developer is responsible for all construction costs.

Background: These properties, described above, are called "Ocean Terrace Development" and are adjacent to the Sentinel Ridge Drainage and Street Lighting Service Areas. The owner is intending to build all the necessary drainage and street lighting infrastructure for this development. In a resolution (No. 08-232-5) ratified in April 2008, the CVRD Board provided approval in principle for takeover of the drainage system from Ocean Terrace Properties Ltd. for this 438 lot development. The owner is now requesting CVRD takeover of the drainage, as well as street lighting services.

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

Submitted by

[Signature of Louise Knodel-Joy]
Louise Knodel-Joy
Senior Engineering Technologist

LKJ/jlb

Bath: Z:\ESMemos\2010\SRD&SRSLServiceAreaAmdtMar232011.doc

Reviewed by:
Division Manager:

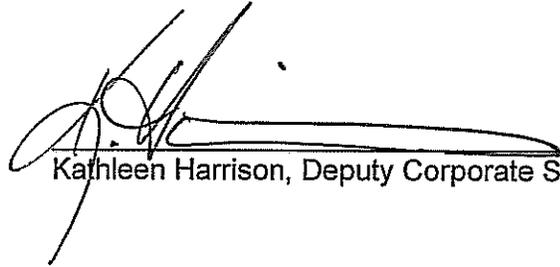
Approved by:
General Manager:



CERTIFICATE OF SUFFICIENCY

I hereby certify that the petition for inclusion into the *Sentinel Ridge Street Lighting Service Area* within a portion of Electoral Area A – Mill Bay / Malahat is sufficient pursuant to section 797.4 of the *Local Government Act*.

DATED at Duncan, British Columbia)
this 18th day of February, 2011)

) 
) Kathleen Harrison, Deputy Corporate Secretary

Sentinel Ridge Street Lighting Service Area

Total Number of Parcels Requesting Inclusion in Service Area:	3
Net Taxable Value of All Land and Improvements:	\$2,615,000.
Number of Valid Petitions Received:	3
Net Taxable Value of Petitions Received (Land and Improvements):	\$2,615,000.

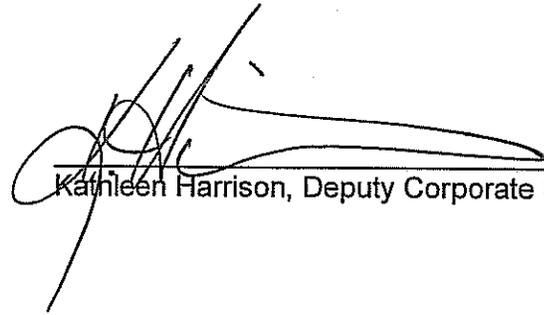


CERTIFICATE OF SUFFICIENCY

I hereby certify that the petition for inclusion into the *Sentinel Ridge Drainage Service Area* within a portion of Electoral Area A – Mill Bay / Malahat is sufficient pursuant to section 797.4 of the *Local Government Act*.

DATED at Duncan, British Columbia
this 21st day of February, 2011

)
)
)
)



Kathleen Harrison, Deputy Corporate Secretary

Sentinel Ridge Drainage Service Area

Total Number of Parcels Requesting Inclusion in Service Area:	3
Net Taxable Value of All Land and Improvements:	\$2,615,000.
Number of Valid Petitions Received:	3
Net Taxable Value of Petitions Received (Land and Improvements):	\$2,615,000.



**Cowichan
Valley
Regional
District**

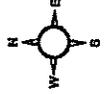
This map is compiled from various sources for general use and is designed for reference purposes only. The Regional District does not warrant the accuracy.

All persons making use of this compilation are advised that amendments have been considered for convenience and that conditions are representative.

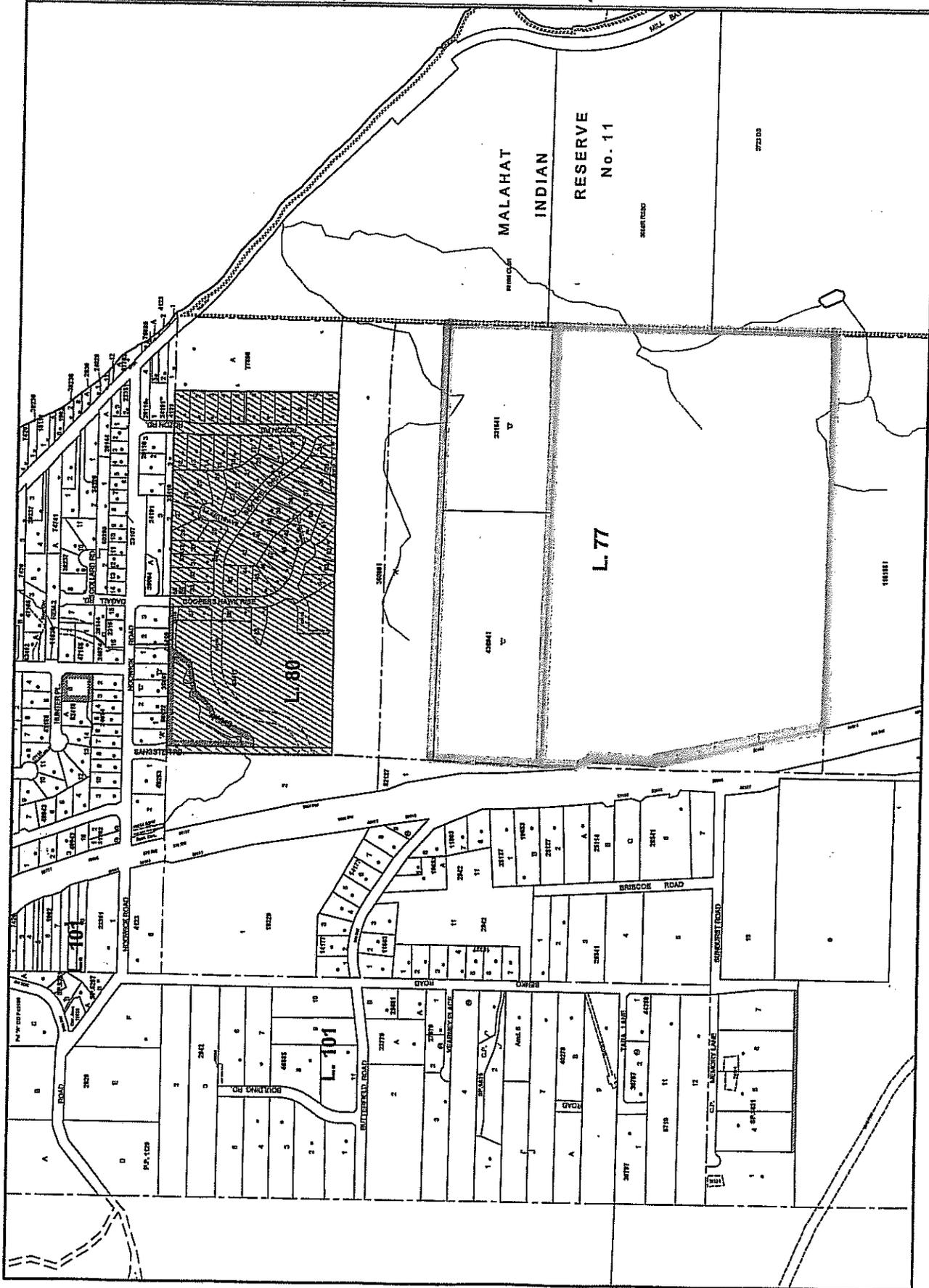
The original Bylaws should be consulted for all purposes or interpretations and applications of the Bylaws.

Printed: January 20, 2011

**Sentinel Ridge
Street Lighting
Service Area**



Scale: 1:10,000



Schedule A



C·V·R·D

R2

STAFF REPORT

ENGINEERING AND ENVIRONMENT COMMITTEE MEETING
OF MARCH 23, 2011

DATE: March 2, 2011

FROM: Kate Miller, M.Sc. MCIP, LEED AP, Manager Regional Environmental Policy Division

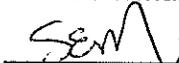
SUBJECT: Asit Mazumder, water quality research contract for Shawnigan Lake

Recommendation/Action:

That it be recommended to the Board that the Chair and Corporate Secretary be authorized to sign the "Climate Impacts and Adaptations for Waterborne Pathogens and Sustainable Clean and Healthy Water for Communities" five year contract with Dr. Asit Mazumder.

Relation to the Corporate Strategic Plan:

This is a core component of the strategic objective to provide reliable and essential services with an action of completing and implementing the South Cowichan Water Management Plan.

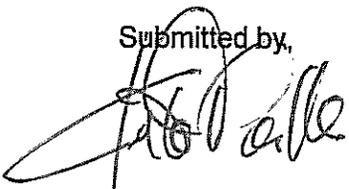
Financial Impact: (Reviewed by Finance Division: )

Funding for this five year research program is provided by the South Cowichan Water Study function with funding from Electoral Areas A, B, C and D. The value of the contract with Dr Mazumder is \$25,000 annually over five years, with CVRD staff costs valued to a maximum of \$15,000 annually. The 2011 contract and associated costs are currently reflected in the 2011 annual budget.

Background:

The electoral area directors for areas A, B, C and D provided direction in 2010 to support Dr. Mazumder's research at Shawnigan Lake. CVRD staff have subsequently provided support to Dr. Mazumder's NSERC research proposal and the continuation of the Research Chair position at the University of Victoria. A research contract was developed in consultation with Dr. Mazumder in May of 2010, with the assumption that the contract would be undertaken in 2010. Dr. Mazumder has recently returned his signed contract to us and we are now in a position to provide formal CVRD authorization for the program. CVRD staff have been collecting core water quality data since last summer and providing it to his lab for research purposes. Dr Mazumder is expected to provide quarterly reports to the CVRD on Shawnigan Lake water quality, as well as an interim and final report on the characterization, assessment and modeling of climate impacts on the quality of source and tap water and associated health risks under changing land use scenarios.

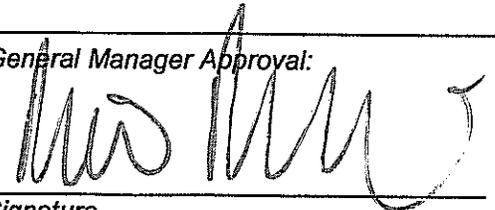
Submitted by,



Kate Miller, Manager
Regional Environmental Policy Division

KM:Jlb

General Manager Approval:



Signature



C·V·R·D

R3

STAFF REPORT

ENGINEERING & ENVIRONMENTAL SERVICES COMMITTEE MEETING
OF MARCH 23, 2011

DATE: March 9, 2011 FILE NO: 2320-20-G&R
FROM: Jason Adair, Superintendent, Solid Waste Operations
SUBJECT: Amendment of Bylaw No. 1958 – CVRD Garbage and/or Recyclable Materials
Collection

Recommendation/Action:

That it be recommended that "CVRD Bylaw No. 3477 – Cowichan Valley Regional District Garbage and/or Recyclable Materials Collection Amendment Bylaw, 2011" be forwarded to the Board for three readings and adoption.

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

Financial Impact: (Reviewed by Finance Division: SEM)

In 2011 the Curbside-Garbage/Recycling budget has increased by \$281,239.00. This is due to an increase of \$235,000.00 in contractor expenses and a \$46,239.00 increase in all other expenses. The increased expense will be recovered by an increase to user fees as outlined in the current 2011 budget.

The following rates for curbside collection will be implemented in 2011

Electoral Area	Contractor	Service	2010 Rate	2011 Rate
A - Mill Bay/Malahat	BFI	Recycling	\$30.00	\$45.00
B - Shawnigan Lake	BFI	Recycling	\$30.00	\$45.00
C - Cobble Hill	Sun Coast	Recycling	\$37.00	\$49.00
D - Cowichan Bay	BFI	Garbage & Recycling	\$115.00	\$152.00
E - Cowichan Stn./Sahtlam/Glenora	BFI	Garbage & Recycling	\$115.00	\$152.00
F - Cowichan Lk. South/Skutz Falls	BFI	Garbage & Recycling	\$135.00	\$178.00
G - Saltair/Gulf Islands	BFI	Garbage & Recycling	\$115.00	\$152.00
H - North Oyster/Diamond	Sun Coast	Recycling	\$37.00	\$49.00
I - Youbou/Meade Creek	BFI	Garbage & Recycling	\$135.00	\$178.00

Background:

In May 2010, the CVRD entered into a one year extension for curbside collection services resulting in an increase to curbside rates. There were also a number of small increases to the administration costs of the 515 budget. As a result of this the user fees have been increased, as approved in the 2011 budget, in order to accommodate increases to the garbage and recycling collection contracts and increased administration costs.

.../2

The current contract extension expires on May 1, 2011, and staff will be recommending another service extension while other curbside options are being explored. Should the extension go forward, based on preliminary discussions with the contractors, a rate increase is not expected.

Submitted by,



Jason Adair, Superintendent
Solid Waste Operations

JA:jlb
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Reviewed by: Division Manager:

Approved by: General Manager:




C·V·R·D

COWICHAN VALLEY REGIONAL DISTRICT

BYLAW NO. 3477

**A Bylaw to amend Bylaw No. 1958 – Cowichan Valley Regional District
Garbage and/or Recyclable Materials Collection Bylaw**

WHEREAS the Board of Directors of the Cowichan Valley Regional District established collection rates for the collection of garbage and/or recyclable materials under the provision of Bylaw No. 1958, cited as "CVRD Bylaw No. 1958 – Cowichan Valley Regional District Garbage and/or Recyclable Material Collection Bylaw, 1999";

AND WHEREAS the Board of Directors of the Cowichan Valley Regional District deems it desirable to amend the fee structure for Recycling and Garbage Collection Rates;

NOW THEREFORE the Board of Directors 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. 3477 – Cowichan Valley Regional District Garbage and/or Recyclable Materials Collection Amendment Bylaw, 2011**".

2. AMENDMENT

- a) That Schedule A to Bylaw No. 1958 be deleted its entirety and replaced with Schedule A attached hereto and forming part 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



SCHEDULE A

TO BYLAW NO. 1958

RECYCLING AND GARBAGE COLLECTION RATES

1.

Electoral Area	Frequency of Garbage Collection Service	Maximum Number of Garbage Containers Collected per Service	Frequency of Recycling Collection Service	Basic Rate (Per Annum)
A	None	None	Bi-weekly	\$ 45.00
B	None	None	Bi-weekly	\$ 45.00
C	None	None	Bi-weekly	\$ 49.00
D	Bi-weekly	2 with bi-weekly service	Bi-weekly	\$ 152.00
E	Bi-weekly	2 with bi-weekly service	Bi-weekly	\$ 152.00
F	Bi-weekly, (Weekly June 15 – Oct. 15)	2 with bi-weekly service 1 with weekly service	Bi-weekly	\$178.00
G	Bi-weekly	2 with bi-weekly service	Bi-weekly	\$ 152.00
H	None	None	Bi-weekly	\$ 49.00
I	Bi-weekly, (Weekly June 15 – Oct. 15)	2 with bi-weekly service 1 with weekly service	Bi-weekly	\$ 178.00

2. Tags for disposal of extra **Garbage** allows for setting out additional **Garbage Containers** over and above those permitted under Item 1, but limited to the maximum specified under Section 5 (1)(a) (vi).

\$2.50 per **Garbage Container**



C·V·R·D

R4

STAFF REPORT

ENGINEERING AND ENVIRONMENTAL SERVICES COMMITTEE MEETING OF MARCH 23, 2011

DATE: March 3, 2011 FILE NO: 5430-30-CBS/09
FROM: Louise Knodel-Joy, Water Management, Engineering & Environmental Services
SUBJECT: Cowichan Bay Sewer Service Area Amendment Request from Cowichan Bay Estates Development

Recommendation:

That it be recommended to the Board:

1. That the *Certificate of Sufficiency*, confirming that sufficient petitions requesting inclusion into the Cowichan Bay Sewer Service Area be received.
2. That the boundaries of the Cowichan Bay Sewer 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 No. 2128 – Cowichan Bay Sewer System Establishment Bylaw, 2000", 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, and that the amended bylaw be forwarded to the Board for consideration of three readings and adoption.

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

Financial Impact: (Reviewed by Finance Division: Jm)

New users brought into the service area, will generate additional user fees, thereby improving the financial stability of these systems. The property owners are responsible for all construction costs. The Cowichan Bay Sewer System 2011 budget reflects inclusion of these properties.

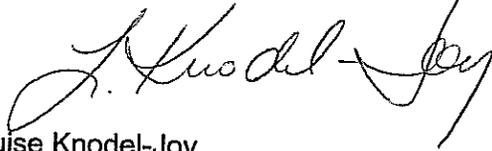
Background:

The Cowichan Bay Sewer System is currently at capacity with no Joint Utility Board Sewer units available. CVRD Bylaw No. 3461 was created to provide authorization for a phased development agreement for this development known as "Cowichan Bay Estates. The agreement proposes purchase of 36 sewer capacity units from North Cowichan and 90 sewer capacity units from the Eagle Heights Sewer System. The owner is required to build the necessary sewer collection system for this development and pay connection fees to Cowichan Bay Sewer System.

.../2

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

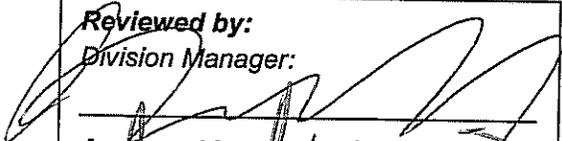
Submitted by



Louise Knodel-Joy
Senior Engineering Technologist
Water Management Division

LKJ/jlb

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Reviewed by: Division Manager:	
Approved by: General Manager:	

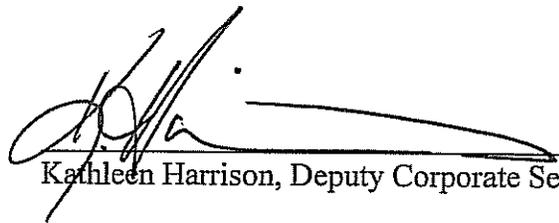


CERTIFICATE OF SUFFICIENCY

I hereby certify that the petition for inclusion in the *Cowichan Bay Sewer 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 2nd day of March, 2011

)
)
)
)


Kathleen Harrison, Deputy Corporate Secretary

Cowichan Bay Sewer System Service Area

Total Number of Parcels requesting inclusion in Service Area:	2
Net Taxable Value of All Land and Improvements of Parcels requesting inclusion in the Service Area:	\$3,748,000.00
Number of Petitions received:	2
Net Taxable Value of Petitions received (Land and Improvements):	\$3,748,000.00



C.V.R.D

R5

STAFF REPORT

**ENGINEERING AND ENVIRONMENTAL SERVICES COMMITTEE MEETING
OF MARCH 23, 2011**

DATE: March 4, 2011 **FILE NO:** 2240/20/TWS
FROM: Louise Knodel-Joy, Water Management, Engineering & Environmental Services
SUBJECT: Twin Cedars Sewer Transfer Agreement Amendment

Recommendation:

That it be recommended that the Board accept the Utility Transfer Agreement Amendment between the CVRD and the developers of the Twin Cedars development, Harbour City Ventures Corp, and Elise Holdings Ltd., and further that the Chair and Corporate Secretary be authorized to sign the Utility Transfer Agreement Amendment.

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

Financial Impact: (Reviewed by Finance Division: Sen)

The developer will fund deficiencies to the system, as reflected in the 2011 Annual Budget.

Background:

Further to CVRD take over the Twin Cedars Sewer System in 2007, and execution of the original transfer of assets agreement, staff and the developers have negotiated an amendment agreement to include the following items, due to problems that have arisen with the wastewater treatment plant and a request from the developer for a 1 lot subdivision.

- CVRD agrees to release a "no-build" covenant on three lots held by the CVRD as surety that the disposal fields operate as designed.
- The Developer agrees to pay to the CVRD the repair costs and electrical upgrade costs to the Wastewater Treatment Plant (the "WWTP").
- The Developer agrees to construct, at its own cost, a sanitary sewer service connection from the WWTP to the Evergreen Independent School property line.
- The Developer agrees to construct, at its own cost, a sewer effluent re-use pipe system, which is to run from the WWTP to Watson Road in Cobble Hill, and be used for community irrigation purposes.
- The Developer agrees to provide a security in the amount of \$19,000.00 to the CVRD for performance of the obligations set out in the Amendment Agreement.
- The Developer agrees to build, at its own cost, a bio-filter for odour control at the intake screen of the WWTP.
- The CVRD agrees to permit the Developer to subdivide out a parcel from the Utility Lands prior to transferring the Utility Lands to the CVRD.

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- The Developer agrees to do all things necessary, including obtaining the necessary approvals, and to pay all costs associated with the subdivision of the Utility Lands.
- The Developer further agrees that concurrently with the subdivision of the Utility Lands to transfer the title of the remainder of the Utility Lands to the CVRD.

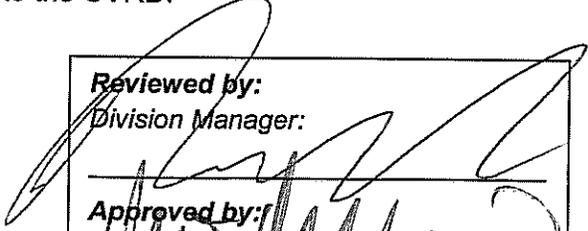
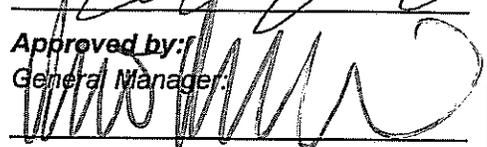
Submitted by



Louise Knodel-Joy, Senior Engineering Technologist
Water Management Division
Engineering and Environmental Services

LKJ/jlb

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Reviewed by: Division Manager:	
Approved by: General Manager:	

AMENDMENT OF UTILITY TRANSFER AGREEMENT

THIS AGREEMENT dated for reference the 2 day of March, 2011

BETWEEN:

HARBOUR CITY VENTURES CORP.
(Inc. No. BC0667057)
980 Dogwood Road
Victoria, BC V8L 5Z9

And

ELISE HOLDINGS LTD.
(Inc. No. BC0184354)
4098 Lochside Drive
Victoria BC V8X 2C8

(collectively the "Owners")

AND:

OF THE FIRST PART

COWICHAN VALLEY REGIONAL DISTRICT
175 Ingram Street
Duncan BC V9L 1N8

(the "Regional District")

OF THE SECOND PART

WHEREAS:

- A. The parties entered into a Utility Transfer Agreement (the "Transfer Agreement") attached hereto as Schedule "A", dated February 22, 2008, in which the Owners agreed to transfer ownership of the Utility Lands to the Regional District, among other things.
- B. As of the Completion Date in the Transfer Agreement, the Owners did not transfer the Utility Lands and therefore the parties have agreed to extend the Completion Date in order to facilitate the transfer of the Utility Lands, subject to the amendments provided for in this Amendment Agreement.
- C. The parties have further agreed to amend the requirements under section 8.0 of Transfer Agreement [Further Assurances] by adding certain additional obligations

to be performed by each party under that section as provided for in this Amendment Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Amendment Agreement, the parties covenant and agree each with the other as follows:

1.0 COMPLETION DATE

1.1 For the purpose of the matters referred to herein, the Completion Date set out in section 3.1 of the Transfer Agreement is extended to the 1st day of June, 2011.

2.0 TRANSFER OF INTEREST

2.1 The Regional District agrees to permit the Owner to subdivide out a parcel from the Utility Lands prior to transferring the Utility Lands to the Regional District as required by section 4.1 of the Transfer Agreement, the boundaries of which parcel are generally as shown in red on the map attached hereto as Schedule "B", and the precise boundaries of which as shown on the subdivision plan shall first be approved by the Regional District.

2.2 The Owner agrees to do all things necessary, including obtaining the necessary approvals, and to pay all costs associated with the subdivision of the Utility Lands in accordance with subsection 2.1 of this Amendment Agreement.

2.3 The Owner further agrees that concurrently with the subdivision of the Utility Lands as referred to in section 2.2 herein, to transfer the title of the remainder of the Utility Lands to the Regional District on the terms provided for in section 4.1 of the Transfer Agreement and to do so by not later than December 31, 2011.

3.0 FURTHER ASSURANCES

3.1 Subject to the Developer first providing the security required under section 3.5 of this Agreement, and paying to the Regional District the amounts referred to in section 3.2, all within thirty (30) days of this Amendment Agreement, the Regional District agrees to release the Covenant registered under Land Title Office Registration No. FB151977 from the title to the following lots:

PID 027-427-005

Lot 73 Section 12, Range 6, Shawnigan District, Plan VIP84630

PID 027-427-013

Lot 74 Section 12, Range 6, Shawnigan District, Plan VIP84630

PID 027-427-021

Lot 75 Section 12, Range 6, Shawnigan District, Plan VIP84630

- 3.2 The Owner agrees to pay to the Regional District the repair costs and electrical upgrade costs to the Waste Water Treatment Plant (the "WWTP") as outlined in Schedule "C", attached hereto, within thirty (30) days of the execution of this Amendment Agreement.
- 3.3 The Owner agrees to construct at its own cost a sanitary sewer service connection from the WWTP to the Evergreen Independent School, as shown on Focus Drawing 101, in Schedule "B", such work to be completed in accordance with Regional District standards and to the satisfaction of the Regional District and to be completed no later than June 1, 2011.
- 3.4 The Owner agrees to build at its own cost a sewer effluent re-use pipe system, which is to run from the WWTP to Watson Road in Cobble Hill, as shown on Focus Drawing 101, in Schedule "B", and be used for community irrigation purposes, such work to be completed in accordance with Regional District standards and to the satisfaction of the Regional District and to be completed no later than June 1, 2011.
- 3.5 As security for the due and proper performance of the obligations set out in sections 3.3 and 3.4 of this Amendment Agreement within thirty (30) days of the execution of this Amendment Agreement, the Owners shall deposit with the Regional District cash or an irrevocable letter of credit issued by a Bank or Financial Institution that is acceptable to the Regional District, and that is in a form and on terms acceptable to the Regional District in the amount of \$19,000.00.
- 3.6 The Owner agrees to build at its own cost a bio-filter for odor control at the intake screen of the WWTP, such work to be completed in accordance with Regional District standards and to the satisfaction of the Regional District and to be completed no later than June 1, 2011.
- 4.0 **TIME**
- 4.1 Time shall be of the essence of this Amendment Agreement.
- 5.0 **RATIFICATION**
- 5.1 Except as expressly amended by this Amendment Agreement, the parties ratify and confirm the Transfer Agreement. The Transfer Agreement and this Amendment Agreement shall be read and construed as one document.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year above written.

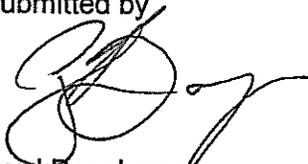
SCHEDULE "A"

Transfer Agreement, dated the 22nd day of February 2008

**SCHEDULE 'A' IS AVAILABLE AT THE
ENGINEERING & ENVIRONMENTAL SERVICES
OFFICE – PLEASE ADVISE STAFF IF YOU
WISH TO HAVE A COPY**

Staff wish to submit these applications to the Ministry of Community, Sport and Cultural Development Infrastructure Planning Grant Program for the next round of applications in 2011, with award priority being given to the application for an Engineering assessment on the feasibility of integration of small water systems in Electoral Area A.

Submitted by



Gord Bonekamp,
Senior Engineering Technologist
Water Management Division

Reviewed by:

Division Manager:

Approved by:

General Manager:

GB:jlb

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STAFF REPORT

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**ENGINEERING & ENVIRONMENTAL SERVICES COMMITTEE MEETING
OF MARCH 23, 2011**

DATE: March 2, 2011 **FILE NO:** Bylaw 2108
FROM: Kathleen Milward, Environmental Technologist
SUBJECT: Bylaw No. 2108 Amendment – Solid Waste Management and Regulation Charges.

Recommendation/Action:

That it be recommended to the Board:

- 1. That CVRD Bylaw No. 3476 – Solid Waste Management Charges and Regulations Amendment Bylaw, 2011 be forwarded to the Board for consideration of three readings and adoption.**
- 2. That "CVRD Bylaw No. 3490 – Solid Waste Remediation Reserve Fund Establishment Bylaw, 2011" be forwarded to the Board for three readings and adoption.**

Relation to the Corporate Strategic Plan: Responsible waste management - continuing to work towards full implementation of the Solid Waste Management Plan.

Financial Impact: (Reviewed by Finance Division: SEM)

A \$2.00 per tonne tipping fee increase will result in estimated additional revenue of \$56,000 annually towards future remediation projects as set out in the 2011 annual budget process. The monies acquired through the proposed increase in refuse tipping fees for remediation works would include assessment, cleanup and monitoring costs associated with landfills, ashfills and solid waste facilities within the CVRD.

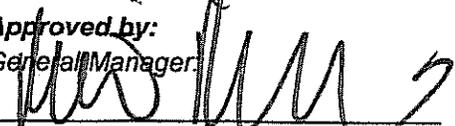
Background:

CVRD Bylaw No. 2108 (Solid Waste Management and Regulation Charges) regulates the disposal of solid waste at CVRD facilities. This proposed amendment will reflect an increase in refuse tipping from \$135.00 / tonne to \$137.00 / tonne, effective May 1, 2011. The revenue will be dedicated to 'Solid Waste disposal remediation measures' to help address clean-up and/or monitoring costs associated with CVRD landfills, ashfills and solid waste management facilities. Included in the proposed amendment is the addition of Styrofoam as a recyclable material as the CVRD now offers free recycling of Styrofoam at all CVRD drop-off depots. Once this practice has been well established, the intention is to eventually ban Styrofoam from disposal.

Further administrative changes to Bylaw No. 2108 relate to products now falling under Provincial product stewardship recycling regulations. Additionally, waste sharps have been re-categorized from a Prohibited Waste to a Controlled Waste, as the CVRD now accepts this waste through our Safe Needle Disposal Program.

Submitted by,

Kathleen Milward
Environmental Technologist

<p><i>Reviewed by:</i> Division Manager:</p> 
<p><i>Approved by:</i> General Manager:</p> 



C·V·R·D

COWICHAN VALLEY REGIONAL DISTRICT

BYLAW No. 3476

**A Bylaw to Amend Bylaw No. 2108 – Solid Waste Management
Charges and Regulations Bylaw.**

WHEREAS the Board of Directors of the Cowichan Valley Regional District established a scale of charges for its solid waste disposal facilities under the provisions of Bylaw No. 2108, cited as "CVRD Bylaw No. 2108 – Solid Waste Management Charges and Regulations Bylaw, 2000";

AND WHEREAS the Board deems it desirable and expedient to amend and expand Section 2 - Definitions and revise Schedule B – Charges For Solid Waste, Controlled Waste and Recyclable Materials;

NOW THEREFORE the Board of Directors 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. 3476 – Solid Waste Management Charges and Regulations Amendment Bylaw, 2011**".

2. **AMENDMENT**

a) That Section 2 – Definitions be deleted in its entirety and replaced with the following:

2. **DEFINITIONS**

In this Bylaw unless the context otherwise requires:

"Aggregate" means reusable or recyclable inert granular construction fill material.

"Aluminum foil" means all clean household aluminum containers such as pie plates, tart containers, TV dinner trays, and household **Aluminum foil**, but does NOT include tubes, or laminated products such as cigarette foil and snack food bags.

"Asbestos cement" means shingles, tiles, siding, board or pipe containing asbestos material tightly bound within a solid matrix not easily crumbled by hand, but which is easily crumbled and friable by equipment during landfill disposal.

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"Ash & Soof" means the carbonaceous residue created by the thorough combustion of organic matter.

"Asphalt" means a petroleum by-product, mixed with gravel, crushed rock etc., used for paving roadways, driveways, parking areas etc.

"Asphalt roofing" means **Asphalt**-based roofing materials including: duroid roofing shingles, tarpaper, and tar and gravel roofing, but does NOT include torch-on membrane roofing and shingle wrapping paper.

"Beverage Containers" means a product that falls under the *Recycling Regulation* (B.C. Reg. 449/2004) and all amending regulations under the Environmental Management Act.

"Bin area" means that area of the **Disposal facility** that has been designated to receive **Refuse** or **Recyclable materials** brought to the **Disposal facility** in **Small loads**.

"Biomedical waste" means that which is described as by the provincial *Hazardous Waste Regulation* (B.C. Reg. 63/88), and further includes materials used in the provision of medicine or medical care, including, but not limited to: materials such as sheets, dressings, cleaning or sanitizing sponges or pads, tubing used for fluids, syringes with or without sharps, and fluids, generated from operating rooms or bedside medical care. **"Biomedical waste"** does NOT include materials generated by the provision of comfort, housing, food services or office administration.

"Bulk plastic material" means clean **Plastic material**, but does NOT include items not marked with a Society of Plastic Industries (SPI) code, items marked with a #3 SPI code, or items that are deemed by the **Engineer** as too large to fit into the receptacle at the **Disposal facility**.

"Bulky waste" means a material over 1.25 metres (4 feet) in any dimension or over 100 kilograms (220 pounds) in weight.

"Cell phone" means a product that falls under the 'Electronic and Electrical Product Category' of the *Recycling Regulation* (B.C. Reg. 449/2004) and all amending regulations under the Environmental Management Act.

"CFC appliances" means refrigeration or heating appliances designed to operate with a coolant or refrigerant containing Chlorofluorocarbon (CFC).

"Commercial quantities of demolition waste" means **Loads** of construction or demolition waste not able to be contained in a pick-up sized truck or utility trailer, **Loads** containing **Bulky waste**, or **Loads** containing **Hazardous waste**. **Commercial quantities of demolition waste** does NOT include **Scrap lumber and wood products**.

"Commercial organic waste" means commercial or institutional compostable organic waste including, but not limited to: food wastes, including fruits and

vegetables, meat, fish, shellfish, poultry, bones, dairy products, cooked foods and other food items; food-soiled paper products, including, but not limited to: paper towels, paper napkins, paper cups and paper plates; **Waxed paper fibre products**; and plant or organic matter; but does NOT include organic material in consumer packaging intended for sale or post-consumer organic waste. **Commercial organic waste** may originate from, but is not limited to: establishments serving food, grocers selling food, and nursery or farming operations.

"**Composite wood waste**" means wood that has been manufactured into dimensional lumber using glue and/or adhesives, such as particleboard, strand board, plywood etc.

"**Concrete**" means a hardened mixture of cement with sand and gravel.

"**Confidential files/reports**" means any information stored in an electronic or paper format that is not intended for public disclosure.

"**Contaminated soil**" means soil, sediment or fill material containing substances in quantities greater than or equal to those described in Column IV, Schedule 7 of the provincial *Contaminated Sites Regulation* (B.C. Reg. 375/96).

"**Contamination or contaminated**" means, based on the policy of **Zero Tolerance**, the presence of another material in **Source-separated waste**, which includes, but is not limited to: the commingling of different **Recyclable materials** (excluding **Glass containers** and **Non-commercial organic waste**); the commingling of different **Controlled waste** materials; or the commingling of **Refuse** and/or **Recyclable materials** (excluding **Glass containers** and **Non-commercial organic waste**) and/or **Controlled Waste** and/or **Prohibited waste** materials

"**Controlled Waste**" means **Source-separated waste** which is approved for acceptance at the **Disposal facility** but which, because of its inherent nature and quantity, may require special handling and storage techniques to avoid creating health hazards, nuisances or environmental pollution, including, but not limited to:

- a) **Cell phones**
- b) **CFC appliances**
- c) **Disposable batteries**
- d) **Dusty material**
- e) **Fibreglass insulation**
- f) **Fluorescent lamp ballasts**
- g) **Fluorescent tubes**
- h) **Gasoline**
- i) **Gypsum board or drywall**
- j) **Lead-acid batteries**
- k) **Non-refillable propane tanks**
- l) **Paint products**
- m) **Pesticide products**
- n) **Refillable propane tanks**
- o) **Rechargeable Batteries**

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- p) **Scrap Tires**
- q) **Sewage screenings**
- r) **Solvents and flammable liquids**
- s) **Thermostats**
- t) **Used anti-freeze**
- u) **Used oil**
- v) **Used oil containers**
- w) **Used oil filters**
- x) **Waste Sharps**

"**Covered solid waste**" means **Loads** of **Solid waste** secured and covered on the **Vehicle** by a tarpaulin or other overlay used to confine the load to the **Vehicle** so that it cannot blow off or fall off while in transit.

"**CVRD**" means the Cowichan Valley Regional District.

"**Dead animals and parts**" means any deceased pets, wildlife, livestock or slaughter remains or offal thereof, including: bones, feather, skin, blood and hair.

"**Designated tipping area**" means specified areas at the **Disposal facility** where **Solid waste** is accepted for disposal or recycling.

"**Directories**" means paper books including, but not limited to alphabetical or classified listings of names, telephone numbers, addresses or locations, which are used and distributed primarily by telephone companies and real estate boards.

"**Disposable batteries**" means a product that falls under the 'Electronic and Electrical Product Category' of the *Recycling Regulation* (B.C. Reg. 449/2004) and all amending regulations under the Environmental Management Act.

"**Disposal facility**" means Bings Creek Solid Waste Management Complex, or Peerless Road Recycling Drop-off Depot, or Meade Creek Recycling Drop-off Depot, more particularly described in Appendix "1" attached hereto.

"**Dusty material**" means material that can become airborne when being deposited or managed at the **Disposal facility** and subsequently pose a health risk or impair visibility.

"**Electronic Products**" means a product that falls under the *Recycling Regulation* (B.C. Reg. 449/2004) and all amending regulations under the Environmental Management Act.

"**Engineer**" means the Manager, Engineering Services Department of the **CVRD**, or his/her authorized designate.

"**Fibreglass insulation**" means an insulative material made of glass in a fibrous form.

"**Fluorescent lamp ballasts**" means the device that serves to limit the amount of current flowing in fluorescent lamps.

"Fluorescent tubes" means a product that falls under the 'Electronic and Electrical Product Category' of the *Recycling Regulation* (B.C. Reg. 449/2004) and all amending regulations under the Environmental Management Act.

"Gas cylinders" means a refillable or non-refillable metal container rated at a capacity of less than 46 kilograms (101 pounds) which is used to contain flammable hydrocarbon gases used as fuel.

"Gasoline" means that which falls under the 'gasoline product category' of the *Recycling Regulation* (B.C. Reg. 449/2004) and all amending regulations.

"Glass containers" means all clear and coloured **Glass containers** used to hold consumer products, but does NOT include: window glass, laminated glass, safety or tempered glass, mirrored glass, automotive glass, fibreglass, Plexiglas, light bulbs, fluorescent tubes, kitchenware, ceramics, or containers that have contained **Hazardous waste**.

"Gypsum board or drywall" means waste or material containing any amount of **Gypsum board or drywall** including, but not limited to: off-cuts or scraps from new construction; and old **Gypsum board or drywall** that has been painted, covered in wallpaper, vinyl or ceramic tiles. **Gypsum board or drywall** does NOT include **Gypsum board or drywall** that is **Contaminated**, forms part of a composite material that renders it unsuitable as a **Recyclable material**, or that contains asbestos.

"Hazardous or reactive chemicals" means gaseous, liquid or solid waste that:

- a) is explosive, oxidizing or so unstable that it readily undergoes a violent change in the presence of air or water;
- b) generates toxic gases, vapours or fumes by itself or when mixed with water; or
- c) is polymerized in whole or in part by chemical action and causes damage by generating heat or increasing in volume.

"Hazardous waste" means gaseous, liquid or solid waste that, because of its inherent nature and quantity, may require special handling and storage techniques to avoid creating health hazards, nuisances or environmental pollution. **Hazardous waste** includes, but is not limited to: toxins, poisons, corrosives, irritants, strong sensitizers, flammables, **Ignitables**, infectious wastes, condemned foods, etc.

"Ignitable" means having the properties of:

- a) flammable gas;
- b) flammable liquid; or
- c) flammable solids, substances liable to spontaneous combustion or substances that on contact with water emit flammable gases.

"Industrial waste" means any waste originating from an industrial operation including, but not limited to: forestry, pulp and paper, mining, or fisheries.

"Landclearing debris" means any root mats, branches, brush, logs, vegetation, or other woody debris more than 75 mm (3 inches) in diameter. **Landclearing debris**

does NOT include stumps.

"Lead-acid batteries" means an electro-chemical cell contained in a plastic case consisting of lead and lead oxide plates and containing a sulphuric acid, which is used to supply an electric power source.

"Liquids or sludges" include:

- a) water containing soil, sand, gravel, other non-hazardous solids, trace levels of petroleum products or grease, including:
 - i) pumpings from parking lot drainage sumps
 - ii) pumpings from domestic and municipal sewage treatment plants and sand filters and pump stations
 - iii) pumpings from domestic septic tanks
 - iv) pumpings from laundry lint traps
 - v) pumpings from grease or oil traps
 - vi) pumpings from sumps which collect runoff from **Vehicle** washing facilities as well as pumpings from facilities used for maintenance or lubrication or automobile components or where solvents or sandblasting are employed for removal of paint, grease or oil
 - vii) spent charcoal from water purification plants
- b) waste sludge from sewerage treatment plants and pump stations
- c) condemned foods
- d) food processing wastes
- e) rainwater/natural precipitation
- f) fluids originating from or with residential or commercial **Solid waste**

"Load" means **Solid waste** that arrives at the **Disposal facility** in a **Vehicle**.

"Marketable" means materials that can be managed through existing recycling programs and for which a commercial market exists.

"Metal containers" means any food or beverage container made of aluminum or tin-plated steel.

"Mixed waste paper" means **Newspaper** and inserts; office paper, including white and coloured ledger paper, computer paper, photocopy paper, writing pads, business forms, phone message notes, file folders, reports, envelopes, non-thermal fax paper, no carbon required (NCR) paper, calculator tape, 'post-it' type notes, business cards, and paper index cards; boxboard, including paper egg cartons, laundry and cereal boxes; junk mail; gift wrapping paper; packing paper; magazines; catalogues; calendars; **Directories**; postcards; and shredded paper. **Mixed waste paper** does NOT include paperback and hardcover books; **Waxed paper fibre products**; carbon paper; materials that are impregnated with blood, grease, oil, chemicals, or food residue; materials that have polyethylene, polystyrene, foil or other non-paper liners or attachments; and materials that are contaminated with a material that will render the **Mixed waste paper** not **Marketable**.

"Newspaper" means ground wood paper.

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"Non-commercial organic waste" means compostable organic material from residential generators that includes, but is not limited to: food wastes, including fruits and vegetables, meat, fish, shellfish, poultry, bones, dairy products, cooked foods and other food items; food-soiled paper products, including, but not limited to: pizza boxes, paper towels, paper napkins, paper cups and paper plates; **Waxed paper fibre products**; and plant or organic matter. **Non-commercial organic waste** does NOT include **Yard and garden waste, Sewage screenings, septage, sludge or biosolids, or any plastic or metal materials.**

"Non-refillable propane tanks" means a disposable tank of up to 1 litre capacity, that is typically used for camping purposes and does not allow for refuelling, as it is not equipped with a manual valve.

"Old corrugated cardboard" means fibrous corrugated packaging materials that do not have contaminants such as plastic coatings, or are not impregnated with contaminants such as grease or food. **"Old corrugated cardboard"** does NOT include **"Waxed paper fibre products"**.

"Out-of-area Solid waste" means **Loads**, or a portion thereof, of **Solid waste** that originates from outside the administrative boundaries of the **CVRD**.

"Paint Products" means a product that falls under the 'Paint Product Category' of the *Recycling Regulation* (B.C. Reg. 449/2004) and all amending regulations under the Environmental Management Act.

"Pesticide products" means that which falls under the 'pesticides' product category of the *Recycling Regulation* (B.C. Reg. 449/2004) and all amending regulations.

"Petroleum by-products" means **Used lubricating oil** that is **Contaminated** with any other products, and any fluid or **Liquids or sludges** containing fuel or petroleum-based products.

"Pharmaceutical products" means that which falls under the 'pharmaceuticals' product category of the *Recycling Regulation* (B.C. Reg. 449/2004) and all amending regulations.

"Plastic material" means clean items made from any of a variety of organic synthetic or processed materials that are mostly thermoplastic or thermosetting polymers of high molecular weight and made into objects, films or filaments either marked with a Society of Plastic Industries (SPI) code #1, #2, #3, #4, #5, #6, #7, or unmarked. **Plastic Material** includes clean film plastics, plastic wrap, and plastic sheets, but does NOT include Styrofoam, polystyrene items, or items that have contained **Hazardous waste**.

"Prohibited Waste" means gaseous, liquid or solid waster not accepted at the **Disposal facility** including, but not limited to:

- a) **Asbestos cement**
- b) **Asphalt**
- c) **Beverage containers**
- d) **Biomedical waste**

- e) **Bulky waste**
- f) **Commercial quantities of demolition waste**
- g) **Concrete**
- h) **Confidential files/reports**
- i) **Contaminated soil**
- j) **Dead animals and parts**
- k) **Gas cylinders**, except as permitted in this bylaw
- l) **Hazardous or reactive chemicals**
- m) **Hazardous waste**, except as permitted in this bylaw
- n) **Ignitable materials**, except as permitted in this bylaw
- o) **Industrial waste**
- p) **Landclearing debris**
- q) **Liquids or sludges**
- r) **Loads** containing materials that are smoldering or on fire
- s) **Petroleum by-products**
- t) **Pharmaceuticals**
- u) **Radioactive material**
- v) **Rubble**
- w) **Strong, offensive smelling loads**
- x) **Tight-head barrels**
- y) **Waste asbestos**

"**Radioactive material**" means waste containing a prescribed substance as defined in the *Atomic Energy Control Act* (Canada) in sufficient quantity or concentration to require a license for possession or use under that Act and regulations made under that Act.

"**Rechargeable batteries**" means a product that falls under the 'Electronic and Electrical Product Category' of the *Recycling Regulation* (B.C. Reg. 449/2004) and all amending regulations under the Environmental Management Act.

"**Recyclable materials**" means *Marketable, Source-separated* waste, including, but not limited to:

- a) **Aluminum foil**
- b) **Asphalt roofing**
- c) **Bulk plastic material**
- d) **Cell phones**
- e) **CFC appliances**
- f) **Commercial organic waste**
- g) **Directories**
- h) **Disposable batteries**
- i) **Electronic products**
- j) **Fluorescent lamp ballasts**
- k) **Fluorescent tubes**
- l) **Gasoline**
- m) **Glass containers**
- n) **Gypsum board or drywall**
- o) **Lead-acid batteries**
- p) **Metal containers**
- q) **Mixed waste paper**

- r) **Newspaper**
- s) **Non-commercial organic waste**
- t) **Non-refillable propane tanks**
- u) **Old corrugated cardboard**
- v) **Paint Products**
- w) **Pesticide products**
- x) **Plastic material**
- y) **Rechargeable batteries**
- z) **Refillable propane tanks**
- aa) **Scrap lumber and wood products**
- bb) **Scrap metal**
- cc) **Scrap tires**
- dd) **Solvent and flammable liquids**
- ee) **Styrofoam**
- ff) **Thermostats**
- gg) **Used antifreeze**
- hh) **Used oil**
- ii) **Used oil containers**
- jj) **Used oil filters**
- kk) **White goods**
- ll) **Yard and garden waste**

"**Recycling area**" means that area of the **Disposal facility** that has been designated to receive **Recyclable materials**.

"**Refillable propane tanks**" means a certified tank with a refuelling valve in place. Such tanks are date stamped with an expiry date after which they cannot be refilled.

"**Refuse**" includes, but is not limited to: **Glass Containers, Non-commercial organic waste, Styrofoam; Unmarketable** combustibles such as plastic, leather, wood and paper; non-combustibles such as crockery, glass dirt, street sweepings; all arising from domestic, commercial, institutional or municipal activities, but does NOT include **Industrial Waste**.

"**Regional Board**" means the Board of the Cowichan Valley Regional District.

"**Rubble**" means a mixture of gravel, brick, **Concrete, Asphalt**, and rock originating from demolition or construction sites.

"**Scrap lumber and wood products**" means any clean wood waste including stumps, dimensional lumber and **Composite** wood waste, that is contained in a pick-up sized truck or utility trailer, but does NOT include treated wood products, wood products treated with lead-based paint, or wood anchored to any non-wood products (excluding laminate) such as arborite, linoleum etc.

"**Scrap metal**" means recyclable ferrous and non-ferrous metallic materials, including, but not limited to: sheet metal, siding, roofing, rebar, flashings, pipes, window frames, doors, furnaces, duct work, wire, cable, bathtubs, fencing, bicycle frames, automotive body parts, machinery, garbage cans, metal furniture, tire rims

and *White goods*.

"Scrap Tires" means the outer pneumatic rubber covering of wheels of passenger vehicles, light service trucks and motorcycles with an inner diameter of 43 centimeters (17") or less, on or off rims; must also be a product that falls under the *Recycling Regulation* (B.C. Reg. 449/2004) and all amending regulations under the Environmental Management Act.

"Service Personnel" means any persons performing work at the *Disposal facility* under contract with the **CVRD**.

"Sewage screenings" means the material retained by a preliminary screen at a sewage treatment facility. Generally, this material is made up of non-soluble pieces of paper, plastic, rubber and organic matter and is greater in size than 3 millimetres. **Sewage screening** may contain some fecal matter.

"Site regulations" means regulations as described in Schedule A attached hereto, which must be adhered to by any person using the *Disposal facility*.

"Small load" means *Solid waste* that arrives at the *Disposal facility* in a *Vehicle* having a maximum Gross Vehicle Weight of 5,500 kilograms (12,125 pounds).

"Solid Waste" means *Controlled waste*, *Recyclable materials* (excluding *Glass containers* and *Non-commercial organic waste*) and *Refuse* suitable for depositing at the *Disposal facility* as *Source-separated waste*. *Solid waste* also includes *Out-of-area Solid waste* but does NOT include *Prohibited waste*.

"Solvents and Flammable liquids" means that which falls under the 'solvents and flammable liquids' product category of the *Recycling Regulation* (B.C. Reg. 449/2004) and all amending regulations.

"Source-separated waste" means *Solid waste* that arrives at the *Disposal facility* and which is separated by means of barriers or placement in containers into clearly distinguishable accumulations of individual *Recyclable materials* (excluding *Glass containers* and *Non-commercial organic waste*), *Refuse* and *Controlled waste*, as applicable. The **CVRD** has adopted a policy of **Zero Tolerance** with regard to *Source-separated waste* that is deposited at the *Disposal facility*.

"Styrofoam" means clean items made from a lightweight foam product formed from Polystyrene plastic. All forms and densities of Styrofoam are accepted; does NOT include blue and pink sheets of insulation. Items must be dry and contaminate-free.

"Thermostat": means a product that falls under the 'Electronic and Electrical Product Category' of the *Recycling Regulation* (B.C. Reg. 449/2004) and all amending regulations under the Environmental Management Act.

"Tight-head barrels" means any metal container with a non-removable top.

"Tire Products" means a product that falls under the 'tire' product category of the

Recycling Regulation (B.C. Reg. 449/2004) and all amending regulations.

"**Treasurer**" means the General Manager, Corporate Services Department of the **CVRD** or his authorized designate.

"**Unmarketable**" means materials that cannot be managed through existing recycling programs.

"**Used antifreeze**" means a liquid, such as ethylene glycol or alcohol, that may be mixed with water and has been used as a radiator fluid, but does not contain lubricating oil or petroleum products.

"**Used Oil**" means that which falls under the 'lubricating oil' product category as defined in the *Recycling Regulation* (B.C. Reg. 449/2004)

"**Used Oil Containers**" means any plastic container, as defined under 'empty oil containers' under the *Recycling Regulation* (B.C. Reg. 449/2004) and all amending regulations, with a capacity of less than 30 litres that was manufactured to hold lubricating oil.

"**Used Oil Filters**" means that which falls under the 'oil filters' product category of the *Recycling Regulation* (B.C. Reg. 449/2004) and all amending regulations.

"**Vehicle**" means a **Vehicle** as defined by the provincial *Motor Vehicle Act*.

"**Visitor**" means a person who arrives at the **Disposal facility** for purposes other than to deposit **Solid waste**.

"**Waste asbestos**" means waste containing friable asbestos fibres or asbestos dust greater than 1% either at the time of manufacture, or as determined using a method specified in Section 40(1) of the provincial *Hazardous Waste Regulation* (B.C. Reg. 63/88).

"**Waste sharps**" means needles, syringes, blades or other materials capable of causing punctures or cuts, originating from residential, agricultural or commercial generators.

"**Waxed paper fibre products**" means paper fibre products to which a wax coating has been applied, and includes, but is not limited to: waxed cardboard, waxed boxboard, waxed paper milk or beverage cartons, waxed paper cups, waxed paper liners and other packaging, etc.

"**White goods**" means metal appliances and fixtures such as residential clothes washers, dishwashers, clothes dryers, ranges, stoves, microwave ovens, hot water tanks, bathtubs and sinks, but does NOT include **CFC appliances** unless properly certified as having refrigerants professionally removed.

"**Yard and garden waste**" means biodegradable, **Source-separated waste**, including, but not limited to: grass, lawn and hedge clippings, flowers, weeds, leaves, vegetable stalks, shrubs, and shrub and tree branches less than 75 millimetres (3 inches) in diameter, but do NOT include stumps.

"Zero tolerance" means those materials defined as **Solid waste** must not contain any **Contamination** as judged by and at the discretion of the **Engineer**.

b) Delete Condition 3 (j) in its entirety and replace with the following:

"Recyclable materials" (excluding **Glass containers, Non-commercial organic waste and Styrofoam**) brought to the **Disposal facility** in **Small loads** will be accepted at the **Disposal facility** at no charge, unless:

- i) such materials are specified in Schedule B of this Bylaw, in which case those charges will apply, or
- ii) the **Recyclable materials** (excluding **Glass containers, Non-commercial organic waste and Styrofoam**) are not **Source-separated wastes** in which case the charges set out in Section 4 of this bylaw shall be payable, or
- iii) the **Recyclable materials** are listed as **Prohibited waste** in Section 2 of this bylaw.

c) That Schedule B to Bylaw No. 2108 be deleted in its entirety and replaced with Schedule B attached hereto and forming part 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



C·V·R·D

SCHEDULE B

TO CVRD BYLAW NO. 2108

**CHARGES FOR SOLID WASTE,
CONTROLLED WASTE AND RECYCLABLE MATERIALS**

1. The charge for depositing *Solid Waste, Controlled Wastes and Recyclable Materials* at the *Disposal facility* is:

ITEM	#	DESCRIPTION	IN-AREA CHARGE	OUT-OF-AREA CHARGE
REFUSE	1a	As measured by weight on the scale provided at the <i>Disposal facility</i> by the <i>CVRD</i> ; or	\$137.00/tonne	\$500.00/tonne
	1b	As a minimum charge for <i>Loads</i> weighing not more than 25 kilograms (55 pounds) and delivered by a <i>Vehicle</i> .	\$5.00/load	\$50.00/load
ASPHALT ROOFING	2	As measured by weight on the scale provided at the Bings Creek Solid Waste Management Complex <i>Disposal facility</i> by the <i>CVRD</i> .	\$110.00/tonne	Not Accepted
CFC APPLIANCES	3a	No charge for <i>CVRD</i> residents or non-profit groups for quantities up to 1 unit.	No Charge	Not Accepted
	3b	No charge for <i>CVRD</i> residents or non-profit groups for quantities greater than 1 unit if the units have had all CFCs removed by a certified professional and have been labelled as such.	No Charge	Not Accepted
	3c	Per unit charge for quantities greater than 1 unit if the units have not had CFCs removed.	\$15.00/unit	Not Accepted
COMMERCIAL ORGANIC WASTE	4	As measured by weight on the scale provided at the Bings Creek Solid Waste Management Complex <i>Disposal facility</i> by the <i>CVRD</i> .	\$95.00/tonne	Not Accepted
FLUORESCENT LAMP BALLASTS	5a	No charge for <i>CVRD</i> residents or non-profit groups for quantities up to 6 units weighing not more than 2 kilograms (4.4 pounds) each..	No Charge	Not Accepted
	5b	Commercial generator/collector fees will apply to units weighing greater than 2 kilograms (4.4 pounds) each.	\$5.00/unit	Not Accepted
FLUORESCENT TUBES	6a	No charge for <i>CVRD</i> residents or non-profit groups for quantities up to 16 tubes and 16 compact fluorescents per day.	No Charge	Not Accepted
	6b	Commercial generator/collector fees: <ul style="list-style-type: none"> • Straight Fluorescent Lights (any length), U-Tubes and Compact Fluorescents • Mercury, High-Pressure and Sodium Vapour Lamps 	\$0.50/unit \$3.00 /unit	Not Accepted

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ITEM	#	DESCRIPTION	IN-AREA CHARGE	OUT-OF-AREA CHARGE
GYPSUM BOARD OR DRYWALL	7	As measured by weight on the scale provided at the Bings Creek Solid Waste Management Complex Disposal facility by the CVRD .	\$180.00/tonne	Not Accepted
HOUSEHOLD/ DISPOSABLE BATTERIES	8a	No charge to CVRD residents or non-profit groups for quantities up to 24 units.	No Charge	Not Accepted
	8b	Commercial generator/collector fee (flat rate) will apply to a volume of material lesser than or equal to that which can be contained within a 23 litre (5 gallon) bucket.	\$120.00	Not Accepted
LUBRICATING OIL	9	No charge for CVRD residents or non-profit groups for quantities up to 20 litres.	No Charge	Not Accepted
NON-COMMERCIAL ORGANIC WASTE	10a	As measured by weight on the scale provided at the Bings Creek Solid Waste Management Complex Disposal facility by the CVRD ; or	\$95.00/tonne	Not Accepted
	10b	A minimum charge for Loads exceeding 23 litres (5 gallons) in volume, but weighing not more than 25 kg (55 pounds) and delivered by a Vehicle .	\$3.00/load	Not Accepted
	10c	For a volume of material lesser than or equal to that which can be contained within a 23-litre (5-gallon) bucket.	No Charge	Not Accepted
SCRAP LUMBER AND WOOD PRODUCTS	11	As measured by weight on the scale provided at the Bings Creek Solid Waste Management Complex Disposal facility by the CVRD .	\$85.00/tonne	Not Accepted
TIRE PRODUCTS	13	No charge for CVRD residents or non-profit groups for quantities up to 4 units, per day, with an inner diameter not exceeding 43 centimetres (17 inches) each.	No Charge	Not Accepted
USED ANTIFREEZE	14	No charge for CVRD residents or non-profit groups for quantities up to 4 litres.	No Charge	Not Accepted

2. The charge for depositing **Solid waste** that is not **Source-separated waste** at the **Disposal facility** is as outlined in Section 5 of this bylaw.
3. In the event that the scales provided are not operational, or in the event of traffic congestion, or at the discretion of the **Engineer**, weights of **Loads** and **Small loads** shall be as estimated by the **Engineer** and a fee shall be charged as outlined in Section 1 above.
4. Where the charge for depositing **Solid waste** at the **Disposal facility** is described under Section 4 of this bylaw, the charge payable shall be paid following the weighing of the empty **Vehicle** after the load is deposited and shall be based on the difference in weight between the loaded weight and the weight of the empty **Vehicle**.
5. Notwithstanding Section 5 hereof, any person depositing **Solid waste** at the **Disposal facility** on a regular basis may apply in writing to the **CVRD** for credit and if the **Treasurer** is satisfied of the credit worthiness of the person, he or she may grant credit to that person, in which case payment of the charge imposed under Section 4 shall be made and the credit extended on the conditions of the application.



COWICHAN VALLEY REGIONAL DISTRICT

BYLAW No. 3490

A Bylaw to Establish a Solid Waste Works Remediation Reserve Fund for the Solid Waste Management Local Service Area

WHEREAS the Board of the Cowichan Valley Regional District established the *Solid Waste Management Local Service Area* under the provisions of the CVRD Bylaw No. 1758, cited as "CVRD – Solid Waste Management Local Service Establishment Bylaw No. 22, 1996";

WHEREAS the *Local Government Act* and *Community Charter* empower regional districts to establish reserve funds for specified purposes;

AND WHEREAS the Board wishes to establish a Solid Waste Works Remediation Reserve Fund to be used for the purposes of assessment, cleanup and monitoring costs associated with remediation of landfills, ashfills and solid waste sites within the whole of the Cowichan Valley Regional District;

NOW THEREFORE the Board of Directors 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. 3490 – Solid Waste Works Remediation Reserve Fund Establishment Bylaw, 2011**".

2. **ESTABLISHMENT OF FUND**

A Remediation Reserve Fund to be known as the "Solid Waste Works Remediation Reserve Fund" is hereby established.

3. **PAYMENTS INTO FUND**

Money from the per tonne remediation tipping fee may be paid into the Solid Waste Works Remediation Reserve Fund.

4. **EXPENDITURES FROM FUND**

- a) Money in the Solid Waste Works Remediation Reserve Fund, and interest earned on it, shall only be used for assessment, cleanup and monitoring costs, and all things necessary in connection therewith without limiting the generality of the forgoing, associated with landfills, ashfills and solid waste facilities within the whole of the Cowichan Valley Regional District.

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- b) The expenditures of funds in the Solid Waste Works Remediation Reserve Fund shall be authorized by 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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R8

STAFF REPORT

ENGINEERING AND ENVIRONMENTAL SERVICES COMMITTEE MEETING OF MARCH 23, 2011

DATE: March 4, 2011 FILE NO: 2240/20/HBW
FROM: Louise Knodel-Joy, Water Management, Engineering & Environmental Services
SUBJECT: Right of Way Agreement and Honeymoon Bay Water Service Area Amendment
Request from TimberWest

Recommendation:

That it be recommended to that Board:

1. That the CVRD accept the Right of Way Agreement between the CVRD and TimberWest, and that the Chair and Corporate Secretary be authorized to sign the Agreement
2. That the *Certificate of Sufficiency*, confirming that a sufficient petition requesting inclusion into the Honeymoon Bay Water Service Area be received.
3. That the boundaries of the Honeymoon Bay Water System area be amended to include "PID 018-871-020 Lot 2, Section 38, Plan VIP 59274, Renfrew District (situate in Cowichan Lake District)".
4. That "CVRD Bylaw No. 1588 – Honeymoon Bay Local Service (Community Water Supply and Distribution) Establishment Bylaw No. 10, 1993", be amended to include PID 018-871-020 Lot 2, Section 38, Plan VIP 59274, Renfrew District (situate in Cowichan Lake District), and that the amended bylaw be forwarded to the Board for consideration of three readings and adoption.

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

Financial Impact: (Reviewed by Finance Division: AM)

Once this land is developed, the new users brought into the service area will generate additional user fees and parcel tax, thereby improving the financial stability of this system.

Background:

In 2009, the CVRD and TimberWest came to an agreement whereby the CVRD were granted permission to construct a road and power supply on TimberWest lands in exchange for inclusion of the above noted property into the Honeymoon Bay Service Area, providing future water service, as well as hook up to the CVRD's private hydro line. The following resolution (No. 09-267-3) was ratified by the CVRD Board at its regular meeting of May 13, 2009:

"That, once a formal agreement between the CVRD and TimberWest has been executed and a petition for inclusion into the Honeymoon Bay Water System Service area is received from TimberWest, a bylaw be prepared to amend "CVRD Bylaw No. 1588 – Honeymoon Bay Local Service (Community Water Supply and Distribution) Establishment Bylaw, 1983", by extending the boundaries of the service area to include the property described as "Lot 2, Section 38, Plan VIP59274 in Renfrew District (Situate in Cowichan Lake District)", and further that the amendment bylaw be forwarded to the Board for consideration of three readings and adoption."

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

Submitted by

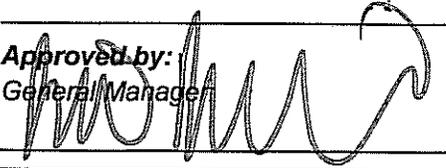

Louise Knodel-Joy
Senior Engineering Technologist
Water Management Division

LKJ/jlb

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Reviewed by:
Division Manager:

Approved by:
General Manager





Cowichan Valley Regional District

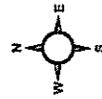
This map is compiled from various sources for internal use and is designed for reference purposes only.

The Regional District does not warrant the accuracy.

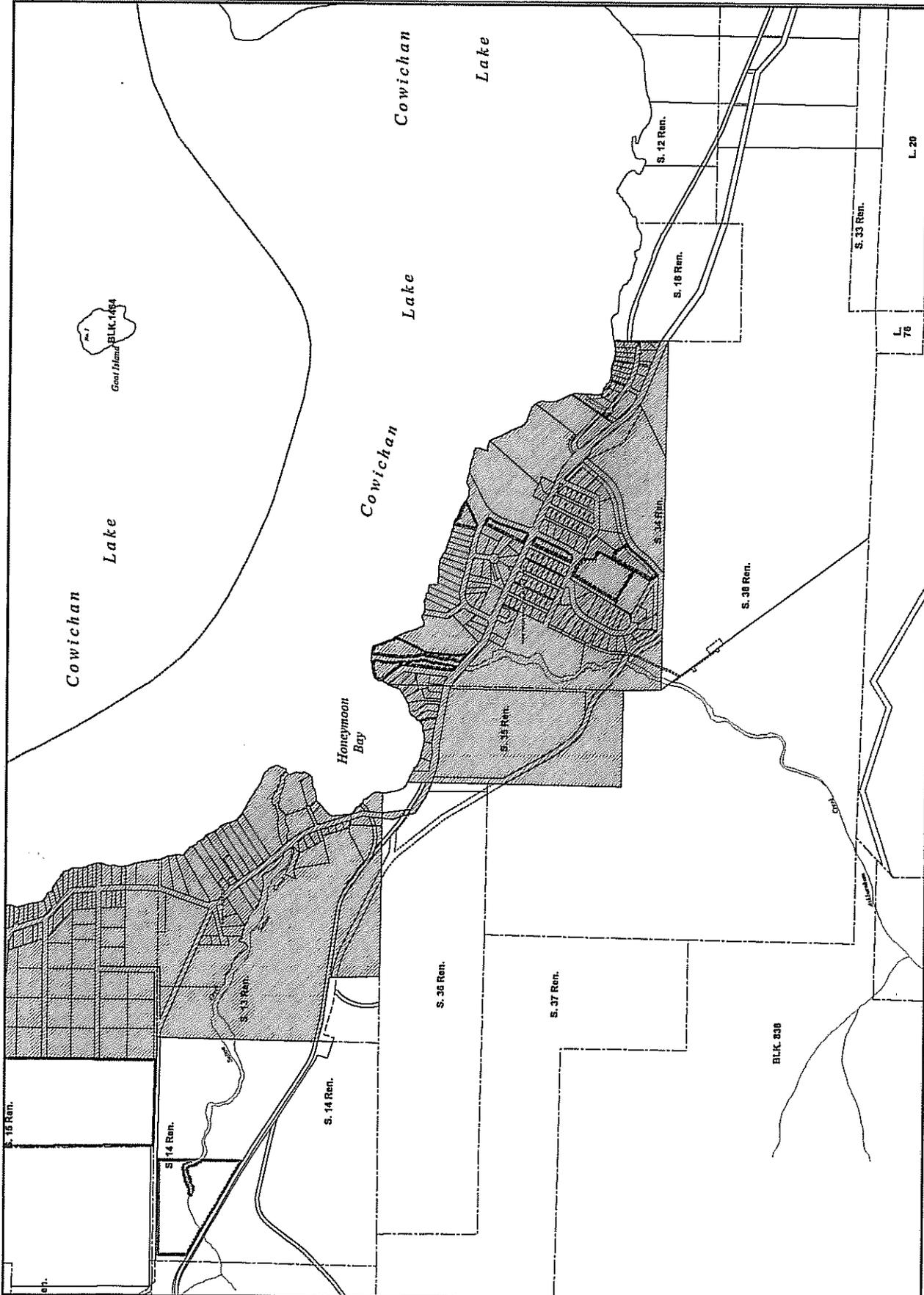
All persons making use of this compilation are advised that the boundaries shown are for convenience purposes only and that boundaries are representational.

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

Printed: March 4, 2011



Scale: 1:20,000



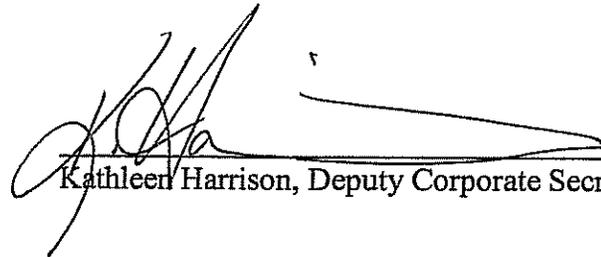


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**HONEYMOON BAY WATER SYSTEM
CERTIFICATE OF SUFFICIENCY**

I hereby certify that the petition for inclusion in the *Honeymoon Bay Water System Service Area* within a portion of Electoral Area F – Cowichan Lake South/Skutz Falls is sufficient, pursuant to section 797.4 of the *Local Government Act*.

DATED at Duncan, British Columbia)
this 9th day of March, 2010)

) 
)
)
) Kathleen Harrison, Deputy Corporate Secretary

Honeymoon Bay Water System Service Area

Total Number of Parcels Requesting Inclusion in Service Area:	1
Net Taxable Value of Land and Improvements Requesting Inclusion:	\$405,000.00
Number of Valid Petitions Received:	1
Net Taxable Value of Petitions Received (Land and Improvements):	\$405,000.00

THIS AGREEMENT dated for reference this _____ day of February, 2011.

BETWEEN:

COWICHAN VALLEY REGIONAL DISTRICT
175 Ingram Street, Duncan, B.C. V9L 1N8

(the "Regional District")

OF THE FIRST PART

AND:

TIMBERWEST FOREST II LIMITED
(Inc. No. BC459438) Third Floor, 856 Homer Street, Vancouver, B.C. V6B 2W5

("TF II")

AND:

TIMBERWEST FOREST CORP.
(Inc. No. BC872677) Third Floor, 856 Homer Street, Vancouver, B.C. V6B 2W5

("TFC")

(TF II and TFC are, together, the "Owners" and, each, an "Owner")

OF THE SECOND PART

WHEREAS:

- A. TF II is the registered owner in fee simple of the following lands within the Cowichan Valley Regional District:

PID: 018-871-020
Lot 2, Section 38
Renfrew District (Situates in Cowichan Lake District)
Plan VIP59274

("Lot 2");

- B. TFC is the registered owner in fee simple of the following lands within the Cowichan Valley Regional District:

- (1) PID: 000-204-706
Lot 21, Sections 34 and 35
Renfrew District (Situates in Cowichan Lake District)
Plan 40628
Except Part in Plan VIP67301

("Lot 21");

- (2) PID: 017-776-741
Lot A, Section 34
Renfrew District (Situates in Cowichan Lake District)
Plan VIP54256

("Lot A"); and

- (3) PID: 014 178 788
Lot 1, Section 34
Renfrew District
Plan 48657

("Lot 1"); and

- C. The Owners have agreed to grant to the Regional District a statutory right of way over a portion of Lot 2 and Lot 21, and TF II has agreed to grant the Regional District a covenant pursuant to section 219 of the *Land Title Act* (British Columbia) over Lot 2, subject to the terms and conditions set out in this Agreement.

NOW THIS AGREEMENT WITNESSES that in consideration of the sum of One (\$1.00) Dollar, now paid by each party to the other, and the mutual promises made in this Agreement, the sufficiency and receipt of which are hereby acknowledged, the parties covenant and agree each with the other as follows:

1.0 DEFINITIONS

1.1 In this Agreement:

- (a) "BC Hydro" means the British Columbia Hydro and Power Authority;
- (b) "Lands" means, collectively, Lot 2, Lot 21, Lot A and Lot 1;
- (c) "Right of Way" means the statutory right of way to be registered over a portion of Lot 2 and Lot 21 in substantially the form attached as Schedule "B";
- (d) "Right of Way Area" means the portion of Lot 2 and Lot 21 outlined in bold and identified as Area A and Area B on Plan EPP3558, a reduced-size copy of which is attached as "Schedule "A";

- (e) **"Section 219 Covenant"** means the covenant pursuant to section 219 of the *Land Title Act* (British Columbia) to be registered over Lot 2 in substantially the form attached as Schedule "C";
- (f) **"Section 219 Covenant Area"** means the portion of Lot 2 outlined in bold and identified as area A on Plan EPP3558, a reduced-size copy of which is attached as Schedule "A"; and
- (g) **"Works"** means, as the context requires:
 - (i) hydro electric works, including all related pipes, valves, fittings, facilities, equipment, pumps and appurtenants and all wires, utility poles, conduits and other facilities in connection therewith to be constructed by the Regional District within Area B as shown on Plan EPP3558; and
 - (ii) the waterworks and related hydro electric works, including all related pipes, valves, fittings, facilities, equipment, pumps and appurtenants and all wires, utility poles, conduits and other facilities in connection therewith to be constructed by the Regional District within Area A as shown on Plan EPP3558.

2.0 CONDITION

- 2.1 The obligations of the Regional District and the Owners under this Agreement are subject to the Board of the Regional District adopting a bylaw to extend the boundaries of the service area under Cowichan Valley Regional District Bylaw No. 1588 – Honeymoon Bay Local Service (Community Water Supply and Distribution) Establishment Bylaw, 1983 so as to include all of Lot 2. The foregoing condition must be satisfied by July 31, 2011.
- 2.2 In consideration of \$10.00 non-refundable now paid by each party to the other, the receipt and sufficiency of which are hereby acknowledged, the parties agree not to revoke the offer and acceptance of the terms of this Agreement while this Agreement remains subject to the foregoing condition. The parties agree that this Agreement will become an unconditional contract upon the satisfaction or the foregoing condition. If the foregoing condition is not satisfied within the time herein provided then this Agreement will terminate and each parties' duties and obligations as contemplated herein will be at an end.

3.0 GRANT OF RIGHT OF WAY

- 3.1 The Owners agree to grant to the Regional District the Right of Way over the Right of Way Area.
- 3.2 Within thirty days of satisfaction of the condition set out in section 2.1, the Regional District shall forward to the Owners execution copies of the Right of Way.

- 3.3 Forthwith after its receipt of the Right of Way as contemplated in section 3.2, the Owners shall execute and deliver the Right of Way to the Regional District in registrable form, and shall obtain the signature of any charge holders whose approval may be required for the purpose of granting priority to the Right of Way over any financial charges or encumbrances registered against title to Lot 2 or Lot 21.
- 3.4 The Regional District shall be responsible for the cost of preparing the Right of Way and Plan EPP3588, and for the payment of all Land Title Office registration fees.

4.0 GRANT OF SECTION 219 COVENANT

- 4.1 TF II agrees to grant to the Regional District the Section 219 Covenant over the Section 219 Covenant Area.
- 4.2 Within thirty days of satisfaction of the condition set out in section 2.1, the Regional District shall forward to TF II execution copies of the Section 219 Covenant.
- 4.3 Forthwith after its receipt of the Section 219 Covenant as contemplated in section 4.2, TF II shall execute and deliver the Section 219 Covenant to the Regional District in registrable form, and shall obtain the signature of any charge holders whose approval may be required for the purpose of granting priority to the Section 219 Covenant over any financial charges or encumbrances registered against title to Lot 2.
- 4.4 The Regional District shall be responsible for the cost of preparing the Section 219 Covenant and Plan EPP3558, and for the payment of all Land Title Office registration fees.

5.0 CONNECTION TO WORKS

- 5.1 In consideration for the grant of the Right of Way and the Section 219 Covenant, and notwithstanding any other provision in this Agreement, the Regional District agrees that following substantial completion of the Works, the Regional District will permit the Owners, or any successor in title to Lot 1, Lot 2 or Lot A, at the sole cost of such Owner or successor in title, at any time and from time to time to establish a connection to the hydro electric component of the Works for the sole purpose of providing electrical power to any or all of Lot 1, Lot 2 or Lot A or any legal parcel subdivided from Lot 1, Lot 2 or Lot A, provided that:
- (a) all such connection work must be completed by the Owner or its successor in title, as applicable, in a good and workmanlike manner, and in accordance with all applicable laws;
 - (b) the Regional District must be provided with advance written notice of any proposed connection work and detailed plans and specifications of any connection work proposed, and such work shall not proceed without the prior written approval of the Regional District, not to be unreasonably refused or delayed;

- (c) concurrently with such connection work the party carrying out such work must install such meter or meters as are required by BC Hydro for the purpose of metering all electrical power drawn through such connection or connections for the benefit of the parcel receiving the power;
- (d) the establishment of such connections shall not result in any direct or indirect financial cost to the Regional District, and that the Owners or their successors in title shall be solely responsible for any costs which the Regional District incurs directly or indirectly as a result of such connections being established and maintained;
- (e) the owner or occupier of the parcel receiving the power shall be solely responsible for the cost of any electrical power consumed through that connection as measured by the meter installed, and for that purpose such owner must enter into a service contract with BC Hydro for the supply of electrical power to that owner or occupier;
- (f) without limiting any of the foregoing, the Regional District shall not be obliged to approve any proposed connection work that may result in the capacity of the Works being exceeded, such capacity to be determined by reference to the Regional District's existing and future power requirements, as determined by the Regional District, acting reasonably, and by reference to the power required to service any parcels for which a connection has been established; and
- (g) in no event will the number of connections to the Works permitted pursuant to this section 5.1 at any time exceed 32 connections in total.

5.2 Additionally, in further consideration of the grant of the Right of Way, the Regional District shall provide the Owners or any successor in title to Lot 2, Lot A or Lot 1, with a credit in the amount the water service connection fee payable (whether under CVRD Bylaw No. 1607 – Honeymoon Bay Water System Management Bylaw, 1994, as amended from time to time, or any bylaw that replaces it) for the connection of any of Lot 2, Lot A or Lot 1, or any lot created by subdivision from Lot 2, Lot A or Lot 1, to the Honeymoon Bay Community Water Supply Service, up to a maximum of 32 connections in total), for all of Lots 2, Lot A and Lot 1, collectively, provided that the Owners shall remain responsible for the cost of any infrastructure or servicing required for the purpose of establishing that connection, whether on-site or off-site, or for extending the Honeymoon Bay Community Water Supply Service to such lots, and shall remain responsible to meet and fulfill all requirements and conditions for the establishment of such a connection under the Regional District's bylaws as amended from time to time. For certainty, the parties agree that the Owners' grant of the Right of Way and the grant by TimberWest Forest II Limited of the Section 219 Covenant, after taking into account the consideration provided by the Regional District under section 5.1 herein, have resulted in a net benefit to the Regional District's Honeymoon Bay Water Supply and Distribution Service, and that such benefit shall be treated by the Regional District as a pre-payment of the water service connection fees as aforesaid, to the maximum amount stated herein.

6.0 NO FETTERING

6.1 Nothing contained or implied in this Agreement shall prejudice or affect the rights and powers of the Regional District in the exercise of its functions under any public or private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if the Agreement had not been executed and delivered by the Owners.

7.0 NOTICE

7.1 It is hereby mutually agreed that any notice required to be given under this Agreement will be deemed to be sufficiently given:

- (a) if delivered, at the time of delivery; and
- (b) if mailed by prepaid registered mail from any government post office in British Columbia, 72 hours after the time of mailing, provided that if normal mail service is interrupted by strike, slow down, force majeure or other cause, then a notice sent by mail will not be deemed to be received until actually received, and the party sending the notice must deliver such notice in order to ensure prompt receipt thereof.

All notices, whether delivered or mailed, will be addressed as follows:

if to the Regional District:

175 Ingram Street
Duncan, B.C. V9L 1N8

if to TF II or TFC:

Third Floor, 856 Homer Street
Vancouver, B.C. V6B 2W5,

or to such other address as any party may advise the others in writing in accordance with this section 7.1.

8.0 TIME

8.1 Time is to be the essence of this Agreement.

9.0 BINDING EFFECT

9.1 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.

10.0 WAIVER

10.1 The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

11.0 HEADINGS

11.1 Section and paragraph headings are inserted for identification purposes only and do not form a part of the Agreement.

12.0 LANGUAGE

12.1 Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.

13.0 CUMULATIVE REMEDIES

13.1 No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.

14.0 LAW APPLICABLE

14.1 This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

15.0 RELATIONSHIP OF PARTIES

15.1 No provision of this Agreement shall be construed to create a partnership or joint venture relationship, an employer-employee relationship, a landlord-tenant or a principal-agent relationship.

16.0 AMENDMENT

16.1 This Agreement may not be modified or amended except by the written agreement of the parties.

17.0 ENTIRE AGREEMENT

17.1 This Agreement contains the entire agreement and understanding of the parties with respect to the matters contemplated in this Agreement and supersedes all prior agreements between the parties concerning the matters contemplated in this Agreement, whether written or oral.

18.0 SURVIVAL

18.1 All representations and warranties set forth in this Agreement and all provisions of this Agreement, the full performance of which is not required prior to a termination of this Agreement, shall survive any such termination and be fully enforceable thereafter.

19.0 NOTICE OF VIOLATIONS

19.1 Each party shall promptly notify the other party of any matter which is likely to continue to give rise to a violation of its obligations under this Agreement.

20.0 SEVERABILITY

20.1 Each article of this Agreement shall be severable. If any provision of this Agreement is held to be illegal or invalid by a Court of competent jurisdiction, the provision may be severed and the illegality or invalidity shall not affect the validity of the remainder of this Agreement.

21.0 COUNTERPARTS

21.1 This Agreement may be executed in counterpart with the same effect as if all parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date set out above.

COWICHAN VALLEY REGIONAL DISTRICT

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

TIMBERWEST FOREST II LIMITED

Per: *[Signature]*
Authorized Signatory

TIMBERWEST FOREST CORP.

Per: *[Signature]*
Authorized Signatory

SCHEDULE "B"
RIGHT OF WAY

TERMS OF INSTRUMENT - PART 2

W H E R E A S:

- A. The Transferor, TimberWest Forest II Limited, is the registered owner in fee simple of the following land in the Province of British Columbia:

PID: 018-871-020
Lot 2, Section 38
Renfrew District (Situat e in Cowichan Lake District)
Plan VIP59274

("Lot 2");

- B. The Transferor, TimberWest Forest Corp., is the registered owner in fee simple of the following land in the Province of British Columbia:

PID: 000-204-706
Lot 21, Sections 34 and 35
Renfrew District (Situat e in Cowichan Lake District)
Plan 40628
Except that Part in Plan VIP67301

("Lot 21" and, together with Lot 2, the "Lands");

- 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; and
- E. To facilitate the installation of a system of waterworks and related hydro electric works, including all related pipes, valves, fittings, facilities, equipment, pumps and appurtenants and all wires, utility poles, conduits and other facilities in connection therewith (collectively the "Works"), the Transferor has agreed to permit the construction by the Transferee of the Works on a portion of 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 GRANT OF RIGHT OF WAY

1.1 Subject to the terms and conditions of this Agreement, the Transferor 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 to the Transferee and its agents, workers, contractors and licensees to go upon, over, under and across that part of the Lands identified as Area A and Area B on Plan EPP3558 prepared by Gerald W. Lindberg, B.C.L.S, a reduced copy of which is attached as Schedule A hereto (the "Right of Way Area"), subject always to the limitation under section 1.2 of this Agreement, to:

- (a) lay down, install, erect, construct, entrench, operate, maintain, repair, inspect, alter, remove, replace, bury, cleanse, string, and otherwise establish the Works;
- (b) lay down, install, erect, construct, entrench, operate, maintain, repair, inspect, alter, remove, replace, bury, cleanse, string and otherwise establish one or more temporary systems of works, in the event of a breakdown or malfunction of the Works;
- (c) bring onto the Right of Way Area all machinery, vehicles, equipment and materials required or desired in connection with the exercise of the rights granted hereunder;
- (d) gain ingress to and egress from lands beyond the Right of Way Area that are used for or connected with the operation of a community water supply and distribution service operated by the Transferee;
- (e) carry away soil or other surface or subsurface materials and clear all trees, growth, buildings or obstructions now or hereafter in existence upon, over, under and across the Right of Way Area; and
- (f) do all acts and things which, in the reasonable opinion of the Transferee, are necessary or incidental to the foregoing.

1.2 As a limitation on the grant of the right of way under section 1.1 of this Agreement, the Transferee shall not lay down, install, erect, construct, encroach, generate or maintain any waterworks or related pipes, valves, fittings, facilities or pumps within Area B as shown on Plan EPP3558, so that (for certainty) Area B shall only be used by the Transferee for the Transferee's undertaking of operating and maintaining the Transferee's hydro electric works.

2.0 THE TRANSFEROR COVENANTS

- 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 Area within three metres of the Works other than as reasonably required by the Transferor in connection with any connections established by the Transferor to the hydro electric component of the Works with the prior written approval of the Transferee;
- 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 Area;
- 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 Area without the prior written consent of the Transferee, such consent not to be unreasonably withheld or delayed;
- 2.4 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, not to construct open drains or ditches along or across any of the Works installed in the Right of Way Area without the prior written consent of the Transferee, such consent not to be unreasonably withheld or delayed; and
- 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

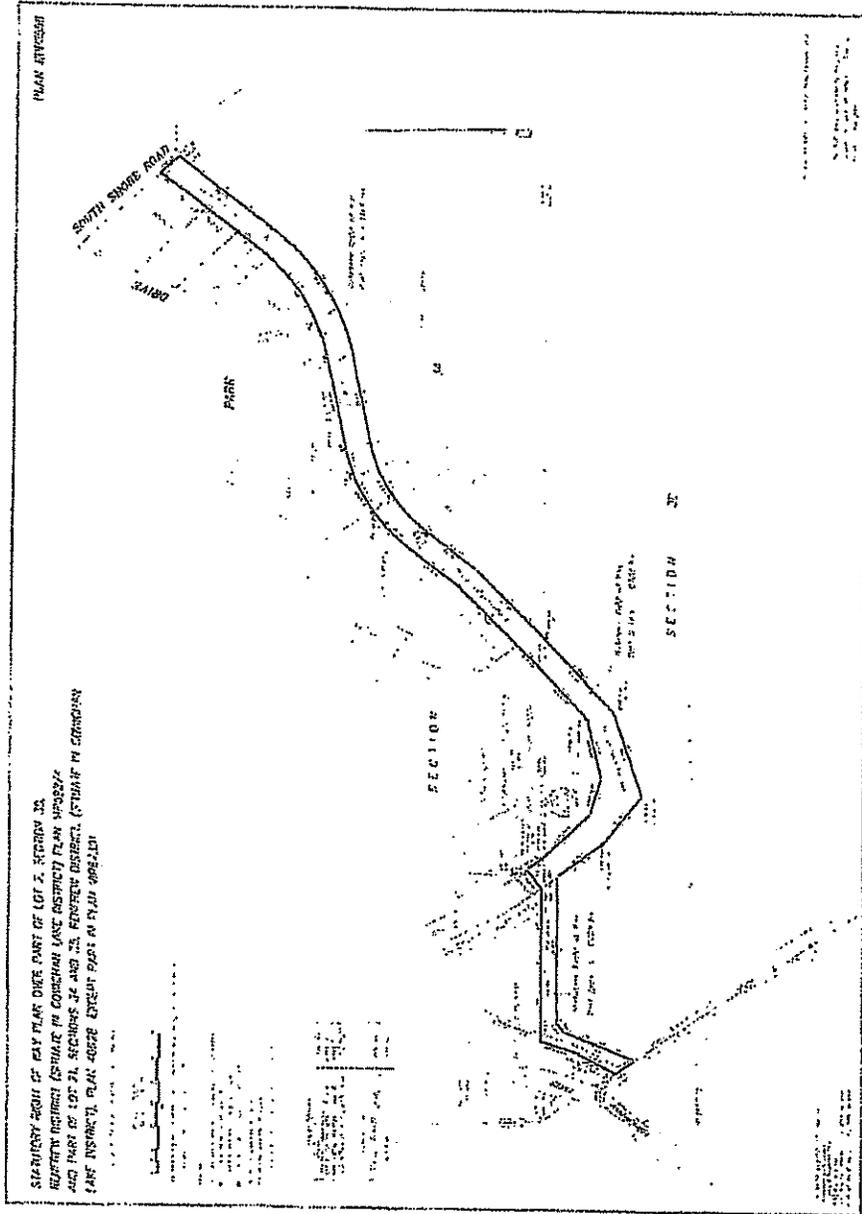
- 3.1 not to bury any debris or rubbish of any kind in excavations or backfill on the Right of Way Area, and to remove shoring and similar temporary structures as backfilling proceeds;
- 3.2 to thoroughly clean the Right of Way Area of all rubbish and construction debris created or placed thereon by the Transferee and to leave the Right of Way Area 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 Right of Way Area. This shall not require the Transferee to restore any trees or other surface growth, but the Transferee shall leave the Right of Way Area 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 Right of Way Area as possible;

- 3.5 to make good at its own expense damage or disturbance which may be caused to the Right of Way Area 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 Right of Way Area;
 - 3.7 that prior to commencing the installation of the Works, the Transferee will obtain the prior written approval of the Transferor to the plans and specifications for the Works, such consent not to be unreasonably withheld or delayed;
 - 3.8 that the Transferee hereby releases and agrees to fully indemnify and save harmless the Transferor, its related companies and its and their directors, officers, employees and agents, in respect of any loss, cost, damage or liability whatsoever, whether for property damage, personal injury, death or otherwise, in respect of the lawful exercise by any person or any of the rights granted under this Agreement, and that this section 3.8 will survive any release or termination of this Agreement;
 - 3.9 that the Transferee, upon receipt of a written request from the Transferor, will pay to the Transferor or as directed by the Transferor an annual amount equal to any increase in property taxes for the lands attributable to the value of the Works installed by the Transferee thereon or to the use or occupation by the Transferee thereof. The Transferor will include in any request to the Transferee under this section 3.9 a copy of the property tax notice indicating the increase in property taxes;
 - 3.10 that the Transferee will obtain and maintain insurance in an amount not less than Three Million Dollars (\$3,000,000) per occurrence during the term of this Agreement against such risks, hazards or perils as are reasonable and customary to be protected against by insurance, and to pay all premiums and sums of money necessary for such purpose as the same shall become due, unless the Transferee self insures and provides the Transferor with evidence satisfactory to the Transferor, acting reasonably, of such self-insurance; and
 - 3.11 that the Transferee, upon receipt of a written request from the Transferor, will execute and deliver to the Transferor, in registrable form, a release of this Agreement from that portion of the Right of Way Area identified as area B on the Plan attached as Schedule "A", if concurrently with such release that portion of the Right of Way Area will be dedicated as public road.
- 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 in accordance with applicable laws;

- 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 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 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 his 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, as the case may be, this Agreement shall nevertheless bind the Transferor to the full extent of his interest therein, and if he acquires 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, provided that covenants relating only to Lot 2 or Lot 21 will be deemed to be covenants of the registered owner of such legal parcel only;
- 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; and
- 4.8 Gender specific terms include both genders and corporations, and the singular and plural forms are interchangeable, according to the context.
- 5.0 PRIORITY AGREEMENT**
- 5.1 Bank of Montreal (the "Chargeholder"), as the registered holder of a charge by way of a mortgage and an assignment of rents against the Lands (together, the "Charges"), which Charges are registered in the Land Title Office at Victoria, British Columbia, under numbers FB247242 and FB247243, respectively, for and in consideration of the sum of One Dollar (\$1.00) paid by the Transferee to the Chargeholder (the receipt whereof is hereby acknowledged), agrees with the Transferee, its successors and assigns, that this Agreement shall be an encumbrance 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 date and registration of 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.

Schedule "A" to Right of Way



SCHEDULE "C"

Section 219 Covenant

TERMS OF INSTRUMENT - PART 2

WHEREAS:

- A. The Transferor is the registered owner in fee-simple of those lands and premises located within the Cowichan Valley Regional District, in the Province of British Columbia, more particularly described as:

PID: 018-871-020
Lot 2, Section 38
Renfrew District (Situata in Cowichan Lake District)
Plan VIP59274

(the "Lands");

- B. The Transferee is the Cowichan Valley Regional District;
- C. The Transferor acknowledges that it is in the public interest that the development and use of the portion of the Lands identified as area A on Plan EPP3558 prepared by Gerald W. Lindberg, B.C.L.S., a reduced copy of which is attached as Schedule A hereto (the "Covenant Area") be limited, and wishes to grant this covenant to the Transferee; and
- D. Section 219 of the *Land Title Act* provides that a covenant, whether of negative or positive nature, may be granted in favour of a municipality and may be registered as a charge against the title to that land.

NOW THEREFORE THIS AGREEMENT WITNESSES that under Section 219 of the *Land Title Act*, and in consideration of the premises and the mutual covenants and agreements contained herein, and the sum of ONE (\$1.00) DOLLAR of lawful money of Canada now paid to the Transferor by the Transferee (the receipt and sufficiency of which is hereby acknowledged), and for other good and valuable consideration the parties covenant and agree each with the other as follows:

1. The Transferor covenants and agrees with the Transferee that it shall not use or permit the use of the Covenant Area for any purpose, and that it shall not construct any building on the Covenant Area or subdivide the Covenant Area except in strict accordance with this Agreement.
2. The Transferor covenants and agrees that the Lands shall not be subdivided unless concurrently with that subdivision the Transferor transfers the Covenant Area in fee simple to the Transferee.

3. The Transferor shall:
 - (a) be solely responsible for the cost of subdividing the Covenant Area as required to create the Covenant Area as a separate parcel that is capable of being transferred to the Transferee, and for certainty the cost of subdivision includes the cost of surveying the Covenant Area, plan preparation, and the cost of preparing and registering at the Land Title Office all required plans and transfers; and
 - (b) transfer the Covenant Area to the Transferee free and clear of any rights of way, covenants, easements, financial charges or encumbrances, or other liens, charges or encumbrances of any kind, other than (i) charges that are approved in advance in writing by the Transferee in its sole discretion, and (ii) non-financial charges which are registered on title to the Lands as of the date of registration of this Agreement and which may appear on title to any new legal parcel comprising the Covenant Area.
4. The Transferor shall indemnify and save harmless the Transferee from any and all claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees whatsoever which anyone has or may have against the Transferee or which the Transferee incurs as a result of any loss or damage or injury, including economic loss, arising out of or connected with the Transferee's breach of any covenant in this Agreement.
5. At the Transferor's expense, the Transferor must do everything necessary to secure priority of registration and interest for this Agreement and the Section 219 Covenant it creates over all financial charges and encumbrances registered against title to the Lands.
6. Nothing contained or implied in this Agreement shall prejudice or affect the rights and powers of the Transferee in the exercise of its functions under any public or private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Covenant Area as if the Agreement had not been executed and delivered by the Transferor.
7. Time is of the essence of this Agreement.
8. The Transferor covenants and agrees for itself, its heirs, executors, successors and assigns, that it will at all times perform and observe the requirements and restrictions set out in this Agreement and they shall be binding upon the Transferor as personal covenants only during the period of its respective ownership of any interest in the Covenant Area.
9. It is mutually understood, acknowledged and agreed by the parties hereto that the Transferee has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Transferor other than those contained in this Agreement.

10. The Transferee shall pay its legal fees in connection with the preparation and registration of this Agreement.
11. The waiver by a party of any breach of this Agreement or failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar, and no waiver shall be effective unless it is in writing signed by both parties.
12. Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.
13. No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.
14. The restrictions and covenants herein contained shall be covenants running with the Covenant Area and shall be perpetual, and shall continue to bind all of the Covenant Area when subdivided, and shall be registered in the Victoria Land Title Office pursuant to section 219 of the *Land Title Act* as covenants in favour of the Transferee as a first charge against the Covenant Area.
15. The Transferor agrees to execute all other documents and provide all other assurances necessary to give effect to the covenants contained in this Agreement.
16. If any part of this Agreement is found to be illegal or unenforceable, that part will be considered separate and severable and the remaining parts will not be affected thereby and will be enforceable to the fullest extent permitted by law.
17. This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

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.

Schedule "A" to Section 219 Covenant

