



ENGINEERING & ENVIRONMENTAL SERVICES COMMITTEE

WEDNESDAY, JULY 28, 2010 - 3:30 P.M.

CVRD BOARDROOM, 175 INGRAM STREET

AGENDA

PAGES

1. **APPROVAL OF AGENDA:** i – ii
2. **ADOPTION OF MINUTES:**
M1 Minutes of June 23, 2010 Engineering & Environment Committee meeting. 1 – 4
3. **BUSINESS ARISING FROM THE MINUTES:**
4. **DELEGATIONS:** - No delegations
5. **REPORTS**
 - R1 Douglas Hill Water System Management Bylaws and Utility Transfer Agreement 5 – 56
 - R2 Lambourn Estates Sewer System Management Amendment Bylaw 57 – 61
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 - R4 Environmental Initiatives Establishment Bylaw No. 3359. 64 – 67
 - R5 Shawnigan Lake Water Quality Research Project 68
 - R6 Cowichan Bay Waterworks Planning Study Grant Application. 69 – 70
 - R7 Styrofoam recycling options. 71 – 73
 - R8 Shawnigan Lake School Agreement 74 – 89
6. **NEW BUSINESS:**
7. **CLOSED SESSION**

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

 - SSR1 Sub {(1) (j)} – FOIPPA 90 – 92
 - SSR2 Sub {(1) (g)} – Potential Litigation 93 - 94
 - SSR3 Sub {(1) (i)} – Legal Opinion 95 - 99

8. **NEXT MEETING:** August 25, 2010

9. **ADJOURNMENT:**

Distribution:

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

As Well As:

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

Agenda Cover Only:

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

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

Minutes of the regular meeting of the Engineering & Environmental Services Committee held in the CVRD Boardroom, 175 Ingram Street, Duncan, on June 23, 2010 at 3:30 p.m.

PRESENT: Director Kuhn, Vice-Chair
Directors Dorey, Duncan, Giles, Burgess, Haywood, Iannidinardo, Kent, Marcotte, Morrison, T. Walker (4:20 pm)

ABSENT: Director Cossey

ALSO PRESENT: B. Dennison, P. Eng., General Manager, E & E
D. Leitch, AScT., Manager, Water Management
W. Jones, CAO (arrived 4:20 pm)
B. McDonald, Manager, Recycling & Waste Management
K. Miller, Manager, Regional Environmental Policy
J. Adair, Superintendent, Solid Waste Facilities
H. Huffman, Cat Wilson, C. Ross, Solid Waste
D. Freer, Recording Secretary

APPROVAL OF AGENDA

1. SSR1 was deleted
2. NB1- Cowichan Bay eelgrass beds
3. NB2- Sutton Creek Water System

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 May 26, 2010 regular Engineering & Environmental Services Committee meeting be adopted.

MOTION CARRIED

BUSINESS ARISING OUT OF MINUTES

No business arising

DELEGATIONS

No delegations

REPORTS

R1

Kerry Village Water and Sewer System Service Area Amendment of Bylaw to expand servicing to include an additional parcel.

It was moved and seconded

1. That the *Certificates of Sufficiency*, confirming that sufficient petitions requesting inclusion into the Kerry Village Water and Sewer System Service Areas be received.
2. That the boundaries of the Kerry Village Water and Sewer System service areas be extended to include "Lot A, Section 2, Range 7, Shawnigan Land District, Plan 45532".

3. That "CVRD Bylaw No. 2491 – Kerry Village Water System Service Establishment Bylaw, 2004", be amended to include Lot A, and be forwarded to the Board for consideration of three readings and adoption.
4. That "CVRD Bylaw No. 2489 – Kerry Village Sewer System Service Establishment Bylaw, 2004", be amended to include Lot A, and be forwarded to the Board for consideration of three readings and adoption, and further
5. That inclusion be limited to one connection only.

MOTION CARRIED

R2

A staff report was considered regarding a requisition increase for Electoral Area B – Shawnigan Lake Critical Streetlighting.

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

1. That "CVRD Bylaw No. 2138 - Electoral Area B - Shawnigan Lake Critical Location Streetlighting Service Establishment Bylaw, 2010", be amended to increase the maximum requisition limit from \$1,000. to \$3,000.
2. That amendment Bylaw No. 3403 be forwarded to the Board for consideration of three readings and, following provincial and voter approval, be considered for adoption.
3. That voter approval for adoption of Bylaw No. 3403 be obtained through an Alternative Approval Process.

MOTION CARRIED

R3

Use of Clear Bags for waste disposal.

Discussion ensued over the use of clear bags as a requirement for all garbage disposal when developing the new curbside collection program.

It was moved and seconded that this report be received for information purposes.

MOTION CARRIED

R4

Bings Creek Reserve Fund Amendment Bylaw.

It was moved and seconded that "CVRD Bylaw No. 3396 – Bings Creek Solid Waste Management Complex Reserve Fund Amendment Bylaw, 2010", be forwarded to the board for consideration of three readings and adoption.

MOTION CARRIED

R5

Bylaw 2020 – Formation of Stakeholder's Group

It was moved and seconded

- 1) That a working group be formed to review the implementation and enforcement of CVRD Bylaw No. 2020 –

Landclearing Management Regulation Bylaw, 2009, and to assist in the development of a backyard burning regulation applying to small hand-piled fires not regulated under CVRD Bylaw No. 2020 – Landclearing Management Regulation Bylaw, 2009; and further

- 2) That the working group consist of representatives from the following stakeholder groups:
- Local improvement Districts (3 members);
 - CVRD Electoral Areas (3 members);
 - CVRD Environment Commission (1 member); and
 - Fire commissioner as a technical advisor (1)
 - Community members at large (6 members)
 - CVRD staff to be available, but not members of committee

MOTION CARRIED

R6 Community Energy and Greenhouse Gas Emissions Inventory Data

It was moved and seconded that the report be received for information purposes.

MOTION CARRIED

4:50 pm Directors Walker and Giles left meeting
4:55 pm Director Haywood left meeting
4:56 pm Director Giles returned to meeting

R7 Invasive Species Management.
Bob McDonald, Manager Recycling and Waste Management, discussed the problem of disposal of invasive species. This issue will be discussed at a future Committee meeting.

NEW BUSINESS

NB1 Director Iannidinardo voiced concern regarding boats moored illegally on commercial buoys and damaging eelgrass beds in Cowichan Bay and the need to develop regulations in conjunction with water use regulations with the Cowichan Tribes. It was agreed that this problem is not limited to Cowichan Bay and has become a main environmental concern. Derelict vessels will be discussed at UBCM in future.

NB2 Director Morrison relayed the news that the Sutton Creek Water System recently was connected to the CVRD's Honeymoon Bay Water System and a boil water advisory was lifted for the first time in 15 years!

**RESOLVE INTO
IN CAMERA
5:14 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) (j)}.

MOTION CARRIED

RISE FROM
IN CAMERA
5:16 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 5:17 p.m.

Chair

Recording Secretary

Dated: _____



STAFF REPORT

R1

ENGINEERING & ENVIRONMENTAL SERVICES COMMITTEE MEETING OF JULY 28, 2010

DATE: July 7, 2010

FILE NO: 5600-30-DHW/01

FROM: Gord Bonekamp, Senior Engineering Technologist

SUBJECT: Douglas Hill Water Management Bylaws and Utility Transfer Agreement

Recommendation:

1. That the Board accept the Utility Transfer Agreement between the CVRD and Douglas Hill Water System for CVRD takeover of the water system in Electoral Area C, and further that the Chair and Corporate Secretary be authorized to sign the Utility Transfer Agreement.
2. That the following bylaws be forwarded to the Board for consideration of three readings and adoption:
 - .1 CVRD Bylaw No. 3406 – Douglas Hill Water System Management Bylaw, 2010
 - .2 CVRD Bylaw No. 3407 – Douglas Hill Water Capital Reserve Bylaw, 2010
 - .3 CVRD Bylaw No. 3408 – Douglas Hill Water Parcel Tax Bylaw, 2010

Purpose: To review the Utility Transfer agreement for CVRD takeover of the Douglas Hill Water System and introduce bylaws for management of it.

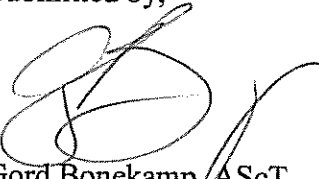
Financial Implications: All costs for operating this system will be borne by customers in the service area.

Interdepartmental/Agency Implications: not applicable.

Background:

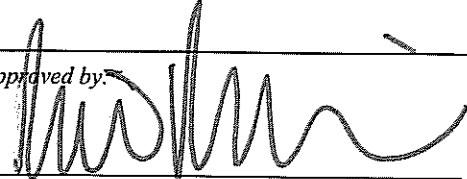
The Establishment and Loan Authorization bylaws have been approved by the Ministry and adopted at the July 14, 2010 meeting of the CVRD Board for this utility. Therefore, staff have now prepared the "Utility Transfer Agreement" for the Board's consideration, which transfers all assets of the water system to the CVRD. It is recommended that the attached agreement be signed and management bylaws be forwarded to the Board for consideration of three readings and adoption. Proposed takeover of the water system is September 1, 2010.

Submitted by,



Gord Bonekamp, AScT.,
Senior Engineering Technologist
Water Management Division

Approved by:



Brian Demison, General Manager
Engineering & Environmental Services

WATER UTILITY TRANSFER AGREEMENT

THIS AGREEMENT made this day of , 2010

BETWEEN:

DOUGLAS AND MOTH WATERWORKS LIMITED
(Inc. No. BC0116814)

5191 Koksilah Road
Duncan, B.C.
V9L 6V6

and

DOUGLAS AND MOTH LIMITED
(Inc. No. BC0079933)

5191 Koksilah Road
Duncan, B.C.
V9L 6V6

[collectively the "Owner"]

OF THE FIRST PART

AND:

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

[the "Regional District"]

OF THE SECOND PART

WHEREAS:

- A. The Owner owns and operates a water utility (the "**Water Utility**") under a Certificate of Public Convenience and Necessity ("CPCN") issued under the former *Public Utilities Act*, as amended by CPCN Nos. 492, 603, 633, 688, 918, and 1125 issued under the *Water Utilities Act*, that distributes and supplies water to all and singular those parcels or tracts of land and premises in the Douglas Hill Subdivision area (Electoral Area C - Cobble Hill), and the Jims Crescent

Subdivision area (Electoral Area D - Cowichan Bay), situated in the Cowichan Valley Regional District in the Province of British Columbia, more particularly known and described as:

Lot 1 - 50, Sec 19, Range 6, Shawnigan District, Plan 26775
Lot 1- 10, Sec 20, Range 6, Shawnigan District, Plan VIP 61448
Lot 1 - 22, Sec 20 Range 6, Shawnigan District, Plan 46075
Lot 1 - 3, Sec 20, Range 5, Shawnigan District, Plan 48834
Lot 1 - 2, Sec 19, Range 6, Shawnigan District, Plan 30471
Lot 1 - 29, Sec 20, Range 6, Shawnigan District, Plan 39846
Lot 1, Sec 19, Range 6, Shawnigan District, Plan 4472
Lot 1 - 13, Sec 2, Range 5, Cowichan District, Plan 16041
Lot 1 - 3, Sec 2, Range 5, Cowichan District, Plan 24750
Lot 1 - 3, Sec 2, Range 5, Cowichan District, Plan 24340
Lot A, Sec 2, Range 5, Cowichan District, Plan 25696

- B. The Regional District may, by bylaw, and pursuant to subsection 796 of the *Local Government Act*, establish and operate any service that the Board considers necessary or desirable for all or part of the Regional District;
- C. The Regional District has the power under Section 176(1)(d) of the *Local Government Act* to acquire, hold, manage and dispose of land, improvements, personal property or other property and any interest or right in or with respect to that property;
- D. The Owner has agreed to allow the Regional District to take over the Water Utility and the Regional District desires to do so on the terms and conditions hereinafter appearing;
- E. The Owner has agreed to transfer its rights in and to the Water Utility including the Utility Lands, the Statutory Right of Way and the Works to the Regional District for the effective operation of the Water Utility on the terms and conditions set out in this Agreement.

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

1.0 INTERPRETATION

1.1 In this Agreement,

"Statutory Right of Way" means the statutory right of way in the name of the Owner, Douglas and Moth Waterworks Limited, that is registered in the Land Title Office under No. B80466 against the title to the lands legally described as PID 002-657-121, Lot 3, Sections 18 and 19, Range 6, Shawnigan District, Plan 25720 (the said lands being hereafter described as the "Right of Way Lands").

"Utility Lands" means the parcel of land legally described as PID 002-426-382, Lot 1, Sect 19, Range 6, Shawnigan District, Plan 26775.

"Water Utility" includes all of the Owner's interest in the Utility Lands, the Statutory Right of Way, the Works and any or all other equipment, machinery, chattels, rights, entitlements, cash, accounts receivable or other obligations due and owing to the Owner that are necessary for the operation of the Water Utility.

"Works" means a system of operative waterworks and all appurtenant pipes, pumps, fittings, valves, meters, treatment works and storage reservoirs installed and constructed by the Owner and employed by or in connection with the Water Utility, and more particularly described in Schedule "B" to this Agreement.

2.0 PURCHASE PRICE

- 2.1 The purchase price for the Water Utility shall be the sum of One Hundred and Thirty Seven Thousand (\$137,000.00) Dollars, payable by the Regional District to the Owner on the Completion Date as hereinafter defined, and does not include any Goods and Services Tax, Harmonized Sales Tax, Property Transfer Tax or like taxes payable in respect of the transactions contemplated herein.

3.0 COMPLETION DATE

- 3.1 The Completion Date shall be November 1, 2010 or such other date prior to November 1, 2010 that the Owner and the Regional District agree to (the "Completion Date").

4.0 TRANSFER OF INTEREST

- 4.1 As of the Completion Date, the Owner hereby agrees to sell, assign and transfer to the Regional District all of its right, title and interest in the Water Utility, including:
- (a) the fee simple interest in and to the Utility Lands;
 - (b) the Statutory Right of Way;
 - (c) the Works;
 - (d) the Water Utility; and
 - (e) Reserve Funds in the amount of approximately \$52,000.00 from the Owner's Replacement Trust Reserve Fund and Deferred Capacity Trust Fund.
- 4.2 The Owner agrees that prior to the Completion Date it shall:

- (a) execute a Contract of Sale of Goods with respect to the Works in the form attached hereto as Schedule "C";
 - (b) execute and deliver to the Regional District the assignment of the Statutory Right of Way in the form attached hereto as Schedule "A";
 - (c) execute and deliver to the Regional District a Form A transfer of the fee simple interest in the Utility Lands, transferring the Owner's interest in those Utility Lands to the Regional District free and clear of all charges and encumbrances except the exceptions and reservations under the terms of the original Crown grant, and except for the legal notations and charges, liens and encumbrances noted on the title search for the Utility Lands that is attached to this Agreement as Schedule "D".
- 4.3 The Regional District shall be responsible for the costs of preparing and registering the documents required to complete the transactions contemplated under this Agreement.
- 4.4 On or before the Completion Date the parties shall agree to an allocation of the Purchase Price as among the Utility Lands, the Works and the other interests in the Water Utility being transferred to the Regional District under the terms of this Agreement.
- 4.5 The Owner further agrees that, on or before the Completion Date, it shall make arrangements for release of the Reserve Funds as referred to in section 4.1(e) to the Regional District.
- 4.6 It is a condition precedent to the obligations of the Regional District to complete the transactions contemplated under this Agreement that on or before the Completion Date:
 - (a) the Vancouver Island Health Authority Permit to Operate a Drinking Water System for the Water Utility be transferred to the Regional District, which condition may be waived by the Regional District in its sole discretion;
 - (b) the Board of the Regional District shall have adopted the Cowichan Valley Regional District Douglas Hill Water Service Establishment Bylaw No. 3382 and the Cowichan Valley Regional District Douglas Hill Water Service Loan Authorization Bylaw No. 3383, which condition may not be waived.
- 4.7 The parties acknowledge and agree that the Regional District is purchasing the Water Utility including the Utility Lands, the Statutory Right of Way and the Works on an "as is where is" basis and that except as provided under section 5.1 of this Agreement the Owner makes no warranties or representations with respect to the fitness or condition of the Water Utility including the Utility Lands,

the Statutory Right of Way or the Works being transferred pursuant to this Agreement.

5.0 REPRESENTATIONS AND WARRANTIES

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

- (a) the Owner has the power and capacity to own and dispose of the Water Utility including the Works, the Utility Lands, and the Statutory Right of Way and to carry on the Water Utility now being conducted by it and to enter into this Agreement and carry out its terms to the full extent;
- (b) the execution and delivery of this Agreement and the completion of the transaction contemplated by this Agreement has been duly and validly authorized by all necessary corporate action on the part of the Owner, and this Agreement constitutes a legal, valid and binding obligation of the Owner enforceable against the Owner in accordance with its terms;
- (c) neither the execution and delivery of this Agreement, nor the completion of the purchase and sale contemplated by this Agreement will give any person the right to remove the Works, or any part thereof;
- (d) the Owner owns and possesses and has a good marketable title to the Water Utility including the Utility Lands, the Statutory Right of Way and the Works free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances or other claims, except in the case of the Utility Lands the legal notations, charges, liens and interests referred to in section 4.2(c) herein;
- (e) the Owner has no indebtedness to any person, firm or corporation which might by operation of law or otherwise now or hereafter constitute a lien, charge or encumbrance upon the Water Utility including the Utility Lands, the Statutory Right of Way and the Works;
- (f) there is no litigation or administrative or governmental proceeding or inquiry pending, or to the knowledge of the Owner, threatened against or relating to the Water Utility including the Utility Lands, the Statutory Right of Way and the Works or any part thereof, nor does the Owner know of or have reasonable grounds that there is any basis for such action, proceeding or inquiry;
- (g) all governmental licenses, permits and certificates required for the Water Utility have been obtained and are in good standing and such uses are not

in breach of any statute, bylaw, regulation, covenant, restriction, plan or permit.

6.0 INDEMNITY

6.1 The Owner covenants to save harmless and indemnify the Regional District from and against:

- (a) any indebtedness or liability arising before the Completion Date to any person, firm or corporation which might by operation of law or otherwise now or hereafter constitute a lien, charge, mortgage, security interest or encumbrance upon the Water Utility including the Utility Lands, the Statutory Right of Way and the Works, save and except any such indebtedness or liability created or caused by the Regional District; and
- (b) any and all actions, suits, proceedings, demands, assessments, judgments, costs and legal and other expenses arising out of or from its Ownership or operation of the Water Utility before the Completion Date.

7.0 SURVIVAL OF WARRANTIES

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

8.0 FURTHER ASSURANCES

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

8.0 TERMINOLOGY

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

9.0 BINDING AGREEMENT

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

10.0 HEADINGS

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

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

Douglas and Moth Waterworks Limited by)
its authorized signatory:

_____)
)
)
)

Douglas and Moth Limited by its)
authorized signatory:

_____)
)
)
)

Cowichan Valley Regional District by its)
authorized signatories

_____)
)
Gerry Giles, Chair)
)
)
)
Joe Barry, Corporate Secretary)

SCHEDULE "A"

ASSIGNMENT OF STATUTORY RIGHT OF WAY

FORM C (Section 233) CHARGE

LAND TITLE ACT
FORM C (Section 233) CHARGE

GENERAL INSTRUMENT - PART 1 - Province of British Columbia

PAGE 1 OF 3 PAGES

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

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

STAPLES MCDANNOLD STEWART
BARRISTERS AND SOLICITORS
2ND FLOOR, 837 BURDETT AVENUE
VICTORIA BC V8W 1B3

File No. 130 273 PJ/lg
Tel. No. (250) 380-7744

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

002-657-121 LOT 3, SECTIONS 18 AND 19, RANGE 6, SHAWNIGAN DISTRICT, PLAN 25720

Deed or LTA Fees? Yes ☒

STC? YES ☐

3 NATURE OF INTEREST

Transfer of Charge

CHARGE NO.
B80466

ADDITIONAL INFORMATION

Transfer of Statutory Right of Way

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

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

(b) ☒ Access Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 5 or in a schedule annexed to this instrument.

5 TRANSFEROR(S)

DOUGLAS AND MOTH WATERWORKS LIMITED (INC. NO. BC0116814)

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

COWICHAN VALLEY REGIONAL DISTRICT

175 INGRAM STREET
DUNCAN

V9L 1N8

BRITISH COLUMBIA
CANADA

Incorporation No
Nil

7 ADDITIONAL OR MODIFIED TERMS

N/A

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

Officer Signature(s)

Execution Date		
Y	M	D
10		

Transferor(s) Signature(s)

Douglas and Moth Waterworks
Limited by its authorized signatory:

John Angus Macaulay

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Land Title Act*, RSBC 1996 c 250, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

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Version 1.0.0

Thomasine + Bowman + Wang September

(Transferee) -
Cowichan Valley Regional District by its
authorized signatories;

Gerry Gilos, Chair

Joseph Barry, Chief Corporate Officer

CONFLICT OF INTEREST STATEMENT

Your signature constitutes a representation that you are a sole trader, company director or other person authorized by the *Landlord Act, R.S.B.C.* (page 133) to take affidavits for use in British Columbia and certifies the mortgage set out in Part 8 of the *Good Title Act* as their priority to the extent of the endorsement.

TERMS OF INSTRUMENT, PART 2

W H E R E A S:

- A. The Grantor is the registered owner of Right of Way No. B80466 (the "Right of Way") registered against title to the following property:

(PID)	(Legal Description)
002-657-121	Lot 3, Sections 18 and 19, Range 6, Shawnigan District, Plan 25720

- B. The Grantee is Cowichan Valley Regional District.
- C. The Grantor agrees to assign to the Grantee all of its rights, interest and title to the Right of Way.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises, the covenants hereinafter contained and the further other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Grantor does hereby assign to the Grantee all its rights, title and interest in and to the Right of Way and the Grantee hereby accepts this assignment.

THIS AGREEMENT shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto hereby acknowledge that this Agreement has been duly executed and delivered by the parties executing Form C attached hereto.

SCHEDULE "B"

The Works

1. Distribution Works:

All appurtenant pipes, hydrants, fittings, valves installed and constructed by the Owner upon the Utility Lands and the Right of Way Lands and employed by or in connection with the Water Utility, and further including the asbestos cement and pvc piping, and ten fire hydrants, located within St. Catherines Drive, Judge Drive, Inverness Place, Ellison Place, Highland Place, Canterbury Place, Chelsea Place, Douglas Vale, and Jim's Crescent that deliver water to 112 homes in the Douglas Hill Subdivision as well as to 20 homes in the Jim's Crescent Subdivision, and further including the 150 mm pvc transmission main connecting the Douglas Hill and Jim's Crescent Subdivisions.

2. Wells and Reservoir:

The two wells, and all pipes and equipment associated with the two wells, and the concrete building situate over Well No. 1, installed and constructed by the Owner and employed by or in connection with the Water Utility and located on the Right of Way Lands.

The 92,000 Imperial gallon concrete reservoir and all pumps, pipes and equipment installed and constructed by the Owner and employed by or in connection with the Water Utility, and located on the Utility Lands.

SCHEDULE "C"

CONTRACT OF SALE OF GOODS (ABSOLUTE)

THIS CONTRACT dated the day of 2010.

IN PURSUANCE OF THE "SALE OF GOODS ACT"

BETWEEN:

DOUGLAS AND MOTH WATERWORKS LIMITED
(Inc. No. BC0116814)

5191 Koksilah Road
Duncan, B.C.
V9L 6V6

and

DOUGLAS AND MOTH LIMITED
(Inc. No. BC0079933)

5191 Koksilah Road
Duncan, B.C.
V9L 6V6

(collectively the "**Seller**")

OF THE FIRST PART

AND:

Cowichan Valley Regional District

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

(the "Buyer")

OF THE SECOND PART

WHEREAS the Seller:

- (a) is possessed of the goods and specified goods hereinafter described, and
- (b) has agreed with the Buyer for the absolute sale to it of the same upon the terms and conditions and for the consideration hereinafter set forth.

NOW THIS INDENTURE WITNESSES:

In consideration of and for the sum of Ten Dollars (\$10.00) of lawful money of Canada, and other good and valuable consideration, paid by the Buyer to the Seller at or before the sealing and delivery of this Contract, the receipt whereof the Seller hereby acknowledges, the Seller hereby sells, assigns, transfers and sets over all and singular the goods and specific goods (hereafter collectively called the "said goods"), hereinafter described in Schedule "1" attached hereto and all the right, title, interest, property, claim and demand of the Seller thereto and therein, unto the Buyer, to and for its sole and only use forever.

1. The Seller hereby covenants, promises and agrees to and with the Buyer:
 - (a) that all of the said goods are now in the possession of the Seller as defined in the *Sale of Goods Act*;
 - (b) that the Seller is now rightfully and absolutely possessed of and entitled to the said goods hereby sold and assigned, and to all and every part of them;
 - (c) that the Seller now has good right to sell and assign the said goods unto the Buyer in the manner aforesaid and according to the true intent and meaning of this Contract;
 - (d) that the goods are free and clear of all charges and encumbrances of every nature and kind whatsoever;
 - (e) that the Seller will indemnify and save harmless the Buyer from any and all charges and encumbrances not so set forth and described in Schedule "1" attached hereto;
 - (f) that the Buyer shall and may from time to time, and at all times hereafter, peaceably and quietly have, hold, possess and enjoy the said goods hereby sold and assigned, and all and every part of them, to and for its own use and benefit without any manner of hindrance, interruption, molestation, claim or demand whatsoever of, from or by the Seller, or any person whomsoever;
 - (g) that the Seller shall and will from time to time, and at all times hereafter, upon every reasonable request of the Buyer, but at the expense of the

Buyer, make, do and execute, or cause or procure to be made, done and executed, all such further acts, deeds and assurances for the more effectual assignment and assurance of the said hereby sold and assigned goods unto the Buyer, in the manner aforesaid, and according to the true intent and meaning of this Contract, as shall be reasonably required by the Buyer.

2. The parties to this agreement hereby covenant and agree as follows:
- (a) that the said goods hereby sold are sold on an as is, where is basis and that the Seller makes no representations or warranties to the Buyer of any nature whatsoever regarding the condition of the said goods;
 - (b) that the Buyer shall pay any and all taxes, duties, rates and charges that may be imposed by any federal, provincial, state or local government as a result of this sale, and that they Buyer will indemnify and save the Seller harmless from any liability for any such tax, duty, rate or charge.

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

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

Cowichan Valley Regional District)
by its authorized signatories)

_____))
Gerry Giles, Chair)

_____))
Joe Barry, Corporate Secretary)

Douglas and Moth Waterworks Limited by)
its authorized signatory:)

_____))
Name: John Angus Macaulay)

Douglas and Moth Limited)
by its authorized signatory:)

_____))
Name: John Angus Macaulay)

Schedule 1 to Contract of Sale of Goods (Absolute)

The Works

1. Distribution Works:

All appurtenant pipes, hydrants, fittings, valves installed and constructed by the Owner upon the Utility Lands and the Right of Way Lands and employed by or in connection with the Water Utility, and further including the asbestos cement and pvc piping, and ten fire hydrants, located within St. Catherines Drive, Judge Drive, Inverness Place, Ellison Place, Highland Place, Canterbury Place, Chelsea Place, Douglas Vale, and Jim's Crescent that deliver water to 112 homes in the Douglas Hill Subdivision as well as to 20 homes in the Jim's Crescent Subdivision, and further including the 150 mm pvc transmission main connecting the Douglas Hill and Jim's Crescent Subdivisions.

2. Wells and Reservoir:

The two wells, and all pipes and equipment associated with the two wells, and the concrete building situate over Well No. 1, installed and constructed by the Owner and employed by or in connection with the Water Utility and located on the Right of Way Lands.

The 92,000 Imperial gallon concrete reservoir and all pumps, pipes and equipment installed and constructed by the Owner and employed by or in connection with the Water Utility, and located on the Utility Lands.

SCHEDULE "D" Utility Lands – Title Search

EC DocId:34462309

04/06/2009 09:32 AM

Date: 03-Jun-2010
Requestor: (PJ)973851
Page: 130 273

TITLE SEARCH PRINT
STAPLES MCDONALD STEWART
TITLE - J116953A

Time: 09:32:01
Page 001 of 001

VICTORIA LAND TITLE OFFICE TITLE NO: J116953A
FROM TITLE NO: J314717

APPLICATION FOR REGISTRATION RECEIVED ON: 21 NOVEMBER, 1980
ENTERED: 06 DECEMBER, 1980

REGISTERED OWNER IN THE SIMPLE:
DOUGLAS AND MOTH LIMITED, (INC. NO. 79,933)
68 STATION STREET
DUNCAN, B.C.

TAXATION AUTHORITY:
NANAIMO/COWICHAN ASSESSMENT AREA

DESCRIPTION OF LAND:
PARCEL IDENTIFIER: 002-426-382
LOT 1, SECTION 19, RANGE 6, SHAWNIGAN DISTRICT, PLAN 25725

LEGAL NOTATIONS:

THIS CERTIFICATE OF TITLE MAY BE AFFECTED BY THE AGRICULTURAL LAND
COMMISSION ACT: SEE AGRICULTURAL LAND RESERVE PLAN NO. 2, DEPOSITED
27TH MAY, 1974, R.E. HOOVER, REGISTRAR, PER: C.L.C.

HERETO IS ANNEXED EASEMENT B23312 OVER PART OF LOT 2, PLAN 25720

CHARGES, ITEMS AND INTERESTS:

NATURE OF CHARGE

CHARGE NUMBER	DATE	TIME
---------------	------	------

RESTRICTIVE COVENANT

B80085	1971-08-22	00:00
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REGISTERED OWNER OF CHARGE:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
B80085

"CAUTION - CHARGES MAY NOT APPEAR IN ORDER OF PRIORITY. SEE SECTION 76, L.T.A."

DUPLICATE INDEFEASIBLE TITLE:

ISSUED: 1980-11-21 FILING REFERENCE: 6263
TO: JAMES L. WHITTON, SEE APPLICATION

TRANSFERS: NONE

PENDING APPLICATIONS: NONE

*** CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN ***

<http://www.bccol.ca/bccol>

Page 1 of 1



COWICHAN VALLEY REGIONAL DISTRICT

BYLAW NO. 3406

A Bylaw for the Regulation and Management of the Douglas Hill Water System

WHEREAS the Board of the Cowichan Valley Regional District established the Douglas Hill Water System Service Area under the provision of CVRD Bylaw No. 3382, cited as "CVRD Bylaw 3382 - Douglas Hill Water System Service Establishment Bylaw, 2010", for the purpose of providing water services to a defined portion of Electoral Area C – Cobble Hill;

AND WHEREAS it is deemed necessary and expedient that provisions be made for the regulation and management of the Douglas Hill Water System and for terms and conditions upon which water services may be provided, and for a tariff of charges for such services;

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. 3406 - Douglas Hill Water System Management Bylaw, 2010**".

2. DEFINITIONS

In this bylaw, unless the context otherwise requires:

"Allotment" means the maximum amount of water that may be used by a classification of user to which the minimum user charge for a specific billing period is applied.

"Applicant" means an owner or his agent making application for water services and from whom the District may expect to receive revenue on a continuing basis for this service.

"Building Service" means a water pipe extending from the property line to the plumbing system at the building or buildings on the subject property whether for domestic, or fire use.

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"Capable of Connection" means that the parcel of land abuts a street, lane, public water right-of-way or easement, upon or under which there is a main water pipe with excess capacity and that the service connection will have adequate cover at the property line.

"Committee" means a standing committee, comprised of representatives from the **Regional Board**, which the Engineering and Environmental Services Department reports to.

"Consumer" means the **Owner** or occupant of property which is serviced by, connected to and uses **District Water**.

"District" means the Cowichan Valley Regional District.

"District Water" means water carried by the **Douglas Hill Water System Service Area**.

"Douglas Hill Water System" means the water system currently servicing the **Douglas Hill Water System Service Area**, including all **District** water supply plants, intakes, wells, outlets, equipment, water storage tanks and reservoirs, water supply lines, pumping stations, watermains, appurtenances, water service connections, water meters and all other waterworks designated for the supply and distribution of water together with all other works related to the operation of the system, including electrical pumps and components, control systems and signal cable and all lands appropriated for such purposes and uses.

"Douglas Hill Water System Service Area" means the service area established and defined by bylaw within which the **District** manages and operates a Community Water System.

"Extension" means an extension to the main water pipe forming part of the **Douglas Hill Water System**.

"Main Water Pipe" means a pipe forming part of the public distribution system.

"Manager" means the person duly appointed General Manager of the Engineering and Environmental Services Department by the **Regional Board**, or his designate.

"Metered Water" means **District Water** supplied to **Consumers** through meters.

"Owner" means the person or persons holding a fee simple or equitable interest in land.

"Parcel Tax" means an annual tax levied on each parcel of land within the **Douglas Hill Water System Service Area** and as established by a separate bylaw.

"Private Water Supply System" means an assembly of pipes, fittings, valves, equipment and appurtenances that supplies water from a private source.

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

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"Treasurer" means the person duly appointed Treasurer by the Regional Board, or his duly appointed delegate.

"Unit" means an "area within" a building which is segregated and self-contained and, in the case of multiple units, the units may be owned or rented by different persons or organizations.

"Unmetered Fire Line" means a *Water Service* supplying *Unmetered Water* directly to *Consumers* for purposes of fire protection and does not include a watermain serving fire hydrants owned and maintained by the *District*.

"Unmetered Water" means *District Water* supplied to *Consumers* without the use of meters.

"Water Charges" means the charges set out in Schedules A, B, C, D, E, F, and G to this bylaw.

"Water Meter" means a device used for measuring water consumption and used for revenue purposes by the *District*.

"Water Rates" means the rates set out in Schedules A, B, C, D, E, F, and G to this bylaw.

"Water Service" means the conduit connecting a watermain, which is part of the *Douglas Hill Water System*, to a building or buildings whether for domestic or fire purposes and such conduit shall consist of a *Water Service Connection* and a *Building Service*.

"Water Service Connection" shall mean the water pipe and its integral appurtenances that are placed (and generally at right angles thereto) from the watermain to near the *Owner's* property line or edge of statutory right-of-way and includes the curb stop and meter.

"Water Service Connection Charge" means the charges as set out in Schedule A.

3. ADMINISTRATIVE POLICY

1. (a) The responsibility for the construction, operation and maintenance of the *Douglas Hill Water System* is hereby vested in the *Manager* who shall operate the same under the established policy of the *Regional Board*.
- (b) No construction, operation or maintenance work of any kind or nature not specifically authorized by this bylaw shall be performed on the whole or any part of the *Douglas Hill Water System* except as authorized in writing by the *Manager*.
- (c) Ownership Of Water System - All water pipes, connections, appurtenances or facilities required for water distribution to the *Owner's* property line which are constructed, whether at the *Owner's* expense or *District* expense in present or future public highways or within *District* right-of-way or property, shall be the property of the *District*.

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2. (a) The *District* may supply *District Water* as circumstances, equipment and water supply permit.

(b) No *District Water* shall be supplied to any parcel of land or buildings outside of the *Douglas Hill Water System Service Area* except by special agreement with the *District*.

(c) All reasonable efforts will be made to ensure a supply of *District Water* to the consumer; however, the *District* does not guarantee to the *Consumer* an uninterrupted supply of *District Water* or that any standard of water pressure, water quantity or water quality will be met or maintained nor shall any failure to provide an uninterrupted supply of *District Water* or to meet any such standard be construed as neglect on the part of the *District*.
3. Any person authorized by the *Manager* shall have free access at all reasonable times, and upon reasonable notice being given to all parts of every building, chamber or other facility to which *District Water* is supplied, to inspect, observe, measure, sample and test any *Building Service* and its appurtenances within or without the building in order to ascertain whether or not the provisions of this bylaw are being obeyed.
4. (a) The *Manager* may upon reasonable notice shut off water within all or any part of the *Douglas Hill Water System*, however, in emergency situations, notice may not be given.

(b) The *District* is not liable for damages caused by the breaking of any *Water Service*, watermain or appurtenance.
5. In the event of water shortage, the *Manager* may prescribe restrictions on the consumption, hours of consumption, and use of *District Water*.
6. Any person(s) before proceeding with, or authorizing, any construction which is proposed to be located under, across or along any watermain or other water works forming part of the *Douglas Hill Water System* shall notify the *Manager* in writing of his intention to proceed with the same, and if, in the opinion of the *Manager*, it becomes necessary to support or relocate such watermain or other water works, the cost of supporting or relocating the watermain or other water works shall be charged against that person and the *Manager* shall have the power to supervise and direct the supporting or relocating of such watermain or other water works.
7. Any person(s) who has proceeded with, or who has authorized any construction which is located under, over, across or along any watermain or other water works forming part of the *Douglas Hill Water System* shall be liable for any damage caused by such construction. If the damage is not remedied to the satisfaction of the *Manager* in a reasonable time as determined by him, the *Manager* may have such damage repaired, upon giving notice to such person(s), and the cost of the repairs shall be borne by such person(s).

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4. WATER RATES, CHARGES AND REVENUES

1. (a) Revenues for the *Douglas Hill Water System* may be raised by *Water Rates*, *Water Charges* and *Parcel Taxes*.
- (b) If in any fiscal year the revenues generated by the rates and charges set out in subsection (a) do not meet the expenditures of the *Douglas Hill Water System Service Area*, the deficit may be covered by a duly authorized increase in any or all of the charges set out in subsection (a) for the succeeding fiscal year.
- (c) All revenue raised by the methods herein described or authorized shall be applied to the *Douglas Hill Water System*.
2. (a) *Consumers* of *Metered Water* shall be billed on the basis of their consumption of *District Water* and shall be charged *Water Rates* in accordance with Schedule B.
- (b) *Consumers* of *Unmetered Water* shall pay the *Water Charges* set out in Schedule C.
- (c) *Consumers* with *Unmetered Fire Lines* shall pay the *Unmetered Fire Line Rates* set out in Schedule D.
- (d) Persons requiring the miscellaneous services set out in Part VII of this bylaw shall pay the *Water Charges* set out in Schedule G for such services.
- (e) No charge will be made for the volume of *Unmetered District Water* used for fire protection purposes or the testing of fire protection equipment.
3. (a) The Rates and Charges set out in Schedules A, B, C, D, E, F and G shall be subject to periodic review by the *Manager* and the Electoral Area Services *Committee* may make recommendations on the revision of the said Schedules to the *Regional Board*.
- (b) Schedules A, B, C, D, E, F and G may be revised by bylaws enacted by the *Regional Board*.

5. METERED WATER SERVICE

1. (a) All *Water Services* shall be metered unless otherwise directed by the *Manager*.
- (b) All *Consumers* shall be responsible for providing suitable plumbing for the installation of a *Water Meter*.
- (c) The *Water Meter* shall be installed on the *Water Service Connection* in a readily accessible location in close proximity to the property lines or location approved by the *Manager*.
- (d) The rates shall be due and payable at the offices of the *District* on or before the date shown in Schedule E of this bylaw.

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- (e) When a new *Water Service Connection* is installed, the water rate levied shall be prorated in accordance with appropriate charges set out in Schedule B and shall be computed from the month following the month in which the *Water Service Connection* is completed or one month after the water application is completed.
 - (f) *Water Meters* shall be installed, sealed, maintained, repaired and disconnected only by employees or agents of the *District*, or other persons duly authorized by the *Manager*.
 - (g) The *District* shall not be responsible for any damage to buildings or property occasioned by, or in the course of, the installation, maintenance, repair or disconnection of any *Water Meter* or *Water Service Connection* provided that reasonable care has been taken by the employees or agents of the *District*, or other persons duly authorized by the *Manager*, in the course of such installation, maintenance, repair or disconnection.
 - (h) Where a metered *Water Service* is in use, all *District Water* consumed on the property shall pass through the *Water Meter* authorized by the *District* for use on the property unless the water in question is authorized by this bylaw for unmetered use.
 - (i) Where an *Unmetered Fire Line* is provided, no water shall be taken other than for fire protection or testing of the fire protection system unless authorized by the *Manager*.
 - (j) Only one *Water Meter* shall be installed on a *Water Service* whether the *Water Service* serves a single building or a number of buildings on a lot, parcel or block of land unless otherwise approved by the *Manager*. For the purposes of this section, each half of a semi-detached dwelling and each unit of street townhouses or street link houses is to be considered a single building.
 - (k) If a *Consumer* now receiving *Unmetered Water* requests that a *Water Meter* be installed on his building service, the *Manager* may, at his discretion, comply with such request with all related cost to be borne by the *Consumer*.
 - (l) At the time of applying for an Application for *Water Service*, the *Applicant* shall deposit an amount equal to the *Water Service Connection Charge* plus the *Manager's* estimated cost of providing the *Water Service Connection*.
2. (a) If the *Manager* directs that the *Water Meter* be installed in a meter chamber, the meter chamber shall be constructed and maintained by the *Consumer* in a manner satisfactory to the *Manager* and shall be kept accessible and safe to the employees or agents of the *District*.
- (b) The *Consumer* shall pump all water from the meter chamber if required by the *Manager*.

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- (c) The size of *Water Meters* to be installed shall be approved by the *Manager*.
 - (d) Unless otherwise approved by the *Manager*, no pipe connection shall be made to a *Water Service* other than after the outlet side of a *Water Meter*, except where required by the *Manager*, properly valved and sealed by-passes around the *Water Meter* shall be provided by and at the expense of the *Consumer*.
 - (e) The *Manager* may replace the valve on the inlet side of a *Water Meter* with a full port corporation valve and install a full port corporation valve on the outlet side during the replacement of the *Water Meter*.
 - (f) *Consumers* shall immediately notify the *Manager* of any breakage, stoppage or irregularity in a *Water Meter* and/or a *Building Service* and/or the plumbing system or fixtures within the building or buildings.
3. (a) All *Water Meter* readings shall be performed under the co-ordination and control of the *Manager*.
- (b) *Water Meter* readings may be performed by duly authorized employees or agents of the *District* who must carry with them, while performing *Water Meter* reading duties, identification designating them as employees or agents of the *District*.
 - (c) *Consumers* shall provide to the duly authorized employees or agents of the *District* access to buildings, chambers or other facilities in which *Water Meters* are situated at all reasonable hours and shall facilitate such access in all reasonable ways.
 - (d) *Water Meters* shall be read annually, semi-annually, quarterly, bi-monthly, monthly or at any interval deemed necessary by the *Manager*.
 - (e) The *Treasurer* may estimate the quantity of water used by the *Consumer* since the date of the last accurate meter reading, or the last satisfactory estimate of consumption, and bill the *Consumer* accordingly, under circumstances where:
 - (i) the *Water Meter* is broken, stopped or irregular;
 - (ii) the *Water Meter* or meter seal has been disconnected, altered or tampered with in any way;
 - (iii) the *Water Meter* has been incorrectly read;
 - (iv) the *Water Meter* reading has been incorrectly recorded;
 - (v) a *Water Meter* by-pass has been used or the by-pass seal has been disconnected, altered or tampered with;
 - (vi) the person duly authorized to do so has been unable to obtain a *Water Meter* reading;
 - (vii) it is deemed necessary by the *Treasurer* for any other circumstances.

- (f) Where the quantity of water used by a *Consumer* has been estimated pursuant to subsection (e), the *Treasurer* may, at the time of the first accurate meter reading subsequent to such estimate, make a new estimate of the quantity of water used by the *Consumer* and increase or decrease the billing to the *Consumer* accordingly.
 - (g) Under circumstances where it is in the opinion of the *Manager* expedient to allow a *Consumer* to run water continuously, the *Manager* may authorize such usage and in such cases the *Treasurer* may adjust the *Consumer's* metered billing to conform with the *Consumer's* normal pattern of water use.
4. (a) A *Consumer*, upon written application to the *Manager* may have his *Water Meter* tested.
- (b) Every application for testing shall be accompanied by a deposit of the fee for testing *Water Meters* set out in Schedule G.
 - (c) If the *Water Meter* is shown by the test to measure the flow of water within AWWA specifications, the *Consumer* shall be charged the fee for the test set out in Schedule G and the deposit set out in Section 1 shall be credited against that charge.
 - (d) If the *Water Meter* is shown by the test to measure the flow of water outside AWWA specifications, whether high or low, no fee shall be charged for the test, the *Consumer's* deposit shall be returned and the *Consumer's* water bill adjusted in an amount to be determined by the *Treasurer* and the *Water Meter* shall be replaced or repaired at the cost of the *District*.

6. WATER SERVICE CONNECTION

1. (a) A person desiring *District Water* and who owns or occupies a building(s) on lands within the *Douglas Hill Water System Service Area*, which abuts a watermain that is a part of the *Douglas Hill Water System*, shall apply to have his building(s) connected to the watermain.
- (b) No connection shall be made to the *Douglas Hill Water System* until an Application for *Water Service* has been completed and approved by the *Manager*.
 - (c) An Application for *Water Service* shall be completed on a form provided by the *Manager*, and the information shall be certified to be correct and signed by the *Applicant* or his agent, and shall be completed and approved at least three weeks prior to the date by which connection to the *Douglas Hill Water System* is requested, or as deemed a reasonable time by the *Manager*.

- (d) Where a *Water Service Connection* is to be installed as part of an *Unmetered Fire Line*, or for any use other than single family residential use, or where the proposed *Water Service Connection* is greater than 25 mm in diameter, detailed plans of the *Water Service* or *Unmetered Fire Line* acceptable to the *Manager* shall be submitted with each Application for *Water Service*.
 - (e) An Application for *Water Service* shall be accompanied by a payment equal to the *Water Service Connection* charge plus a deposit in accordance with the conditions and requirements as set out in Schedule A. The deposit shall be applied against the actual cost of the *Water Service Connection* installation.
 - (f) The *Manager* may refuse approval of an Application for *Water Service* where, in his opinion, the *Douglas Hill Water System* may be adversely affected, where, in his opinion, there is insufficient water supply available or where a watermain does not abut the *Applicant's* lands.
 - (g) Every *Water Service Connection* shall be installed prior to installation of the *Building Service*. The *District* shall not be responsible for meeting the location or for connecting to an existing *Building Service* installed prior to the installation of the *Water Service Connection*.
2. An Application for *Water Service* must be completed prior to connecting the *Building Service* to the *Water Service Connection* for each separate *Water Service Connection* in housing developments built on lands subject to registered plans of subdivision where the *Water Service Connection* has been provided by the subdivider. The Application for *Water Service* will be issued at a charge set forth in Schedule A to the subdivider under these circumstances.
3. (a) Where the *Owner* of property wishes to re-use an abandoned *Water Service Connection* that previously served a building on the *Owner's* property, the *Owner* shall apply to re-use the *Water Service Connection* and such application shall require the inspection of the *Water Service Connection*. The *Owner* shall pay the inspection fee set out in Schedule A, expose the *Water Service Connection* and prepare it for inspection, and the *Manager* may, upon inspecting such *Water Service Connection*, refuse to allow the re-use of it if it is in the *Manager's* opinion defective. The *Manager's* opinion on this matter shall be final.
- (b) Where the *Manager* has deemed an abandoned *Water Service Connection* defective, the *Owner* shall apply for a new *Water Service Connection* and pay the charge or deposit as set out in Schedule A.

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4. (a) **Building Services** shall be installed in accordance with the requirements of the British Columbia Plumbing Code, as amended from time to time, and shall be constructed by the **Owner** entirely at the **Owner's** expense.
- (b) The **Building Service** shall be maintained and repaired by the property **Owner** at his sole expense. Whenever a malfunction occurs in the **Building Service** or **Water Service Connection**, the **Owner** or occupier of the premises served shall first determine that the failure is not located in the **Building Service** before notifying the **Manager** who shall, as soon as practicable, arrange to have the **Water Service Connection** restored to serviceable condition.
5. (a) All work involved in the installation and maintenance of **Water Service Connections** shall be performed only by duly authorized employees or agents of the **District**.
- (b) Every **Water Service Connection** is to be laid, as nearly as practicable, in a generally straight line and at a right angle to the watermain.
- (c) Where the **Applicant** for a **Water Service Connection** indicates in his application a desired location for the **Water Service Connection**, the **Water Service Connection** will be located as indicated providing the proposed location is approved by the **Manager**.
- (d) Where the **Applicant** for a **Water Service Connection** does not indicate in his application a desired location for the **Water Service Connection**, the **Water Service Connection** will be located as determined by the **Manager** and if the **Applicant** subsequently requires a relocation of the **Water Service Connection**, such relocation shall be at the expense of the **Applicant**.
- (e) No **Water Service** shall be installed in, over or across the property of another person or located on an easement in favour of one **Owner** to another except by the written consent of the **Owners** concerned and the approval of the **Manager**.
- (f) Only one **Water Service** shall be installed for each lot, block or parcel of land unless otherwise approved by the **Manager**.
- (g) A **Water Service** shall be installed to each unit of semi-detached buildings, street townhouses and street link houses, except for townhouses registered under the British Columbia Strata Property Act.
- (h) Where more than one lot, block or parcel of land under separate ownership are served by a single **Water Service**, the **Manager** may order the affected **Consumers** to disconnect from the single **Water Service** and to conform to Item f above, and all costs including those for installing new **Water Service Connections** shall be borne by the **Consumers**.

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6. When a *Consumer* requires the *Water Service Connection* to his land or premises to be replaced, the existing *Water Service Connection* shall be disconnected and the cost of disconnecting the *Water Service Connection* as set out in Schedule A, shall be borne by the *Consumer*.
7. When the *Manager* determines that a *Water Service Connection* is no longer required and can be abandoned, the *Water Service Connection* shall be disconnected at the watermain and the cost of the disconnection, as set out in Schedule A, shall be borne by the *Owner* of the lot, block or parcel of land, which the *Water Service Connection* served, or was intended to serve or as otherwise directed by the *Manager*.
8. (a) The *Consumer* is responsible for the repair or replacement of a leaking or defective *Building Service* or appurtenance and if, after written notice, it is not remedied in reasonable time, the water supply may be temporarily interrupted until the necessary repairs are completed to the satisfaction of the *Manager* and the cost of such repair or replacement shall be borne by the *Consumer*.
- (b) The *Manager* may turn off or restrict the supply of water to any building in which any leaking or defective pipe, tap or fixture, or any cross connection exists and shall require that the pipe, tap or fixture be repaired or replaced by the *Consumer* in such manner as the *Manager* may approve before the water is turned fully on again.

7. USE OF WATER SERVICE FOR FIRE PROTECTION

1. (a) No person other than duly authorized employees or agents of the *District* or Local Fire Department shall operate or use any *District* or private fire hydrant.
- (b) The *Manager* may, by means of a "Hydrant Permit" issued by him, authorize the use of a specified *District* or private hydrant for a specified time under specified conditions, including the supervision of such use by the *Manager*, at the charges set out in Schedule F.
2. (a) The *Manager* may approve the supply of *District Water* to *Consumers* within the *Douglas Hill Water System Service Area* who have *Unmetered Fire Lines* for fire protection purposes and such water may serve private fire hydrants, automatic sprinkler systems and standpipes.
- (b) An *Unmetered Fire Line* shall be separate from the domestic *Water Service*. An *Unmetered Fire Line* and a *Water Service Connection* may be combined within a public road allowance or easement providing separation takes place within the public road allowance or easement and providing a valve is installed on each branch within the public road allowance or easement.

- (c) An *Unmetered Fire Line* whether separate or combined with a domestic *Water Service* as in (b), shall be isolated to prevent back flow in accordance with the current British Columbia Building Code and the British Columbia Plumbing Code and other applicable regulations.
- (d) No *Private Water Supply System* shall be interconnected with the *Douglas Hill Water System*.
- (e) Private fire hydrants shall be maintained by the *Consumers* thereof to the satisfaction of the *Manager* and such *Owners* may be required from time to time to establish to the satisfaction of the *Manager* that such hydrants are sound, do not leak and are in good operating order.
- (f) *Unmetered fire lines* shall be utilized for no other purpose than fire fighting without written permission from the *Manager*.

8. MISCELLANEOUS SERVICES AND REQUIREMENTS

1. (a) The *Manager* shall at the request of a *Consumer* turn the *Consumer's* supply of *District Water* "off" or "on" and the *Consumer* shall pay a fee for this service as prescribed in Schedule G.
- (b) A *Consumer* who has had his supply of *District Water* turned off shall not be required to pay the *Water Charges* while such supply is turned off, provided the "water off" charges as described in Schedule G have been paid.
2. The *Treasurer* shall, upon written request in respect to each separate parcel of land or buildings, furnish any *Applicant* with a written verification showing the arrears of *Water Charges* due on, or in respect of, any parcel of land or buildings up to the date to which such water charges were last computed, the duration of the last billing period, and the net amount billed during that period.
3. In the event of a *Building Service*, an *Unmetered Fire Line* located on private property, or a private fire hydrant becoming frozen, the *Consumer* shall notify the *Manager* and shall take steps to have such *Building Service*, Fire Line or hydrant thawed. The repair costs for damages caused by the thawing operation shall be assumed by the *Consumer*.
4. (a) Anti-tampering devices shall be installed on hydrants when deemed necessary by the *Manager*.
- (b) Where anti-tampering devices are installed on hydrants in new developments such as industrial or residential subdivisions, the cost of purchasing, installing and maintaining such devices shall be borne by the developer or *Owner*.

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5. Plants, shrubs, trees, hedges, fences and other structures shall not be so close to a meter box, hydrant or valve box as to obstruct the siting of, or access to, the hydrant, air relief, *Water Meter*, or valve box by duly authorized employees or agents of the *District*.
6. A driveway shall be constructed no closer than 1 metre from a hydrant.

9. BILLING & COLLECTING WATER RATES & WATER CHARGES

1. (a) All *Water Rates* and *Water Charges* shall be payable for water consumed and services provided and shall be due and payable when rendered.
- (b) Regular billings for *Water Charges* may be rendered annually, semi-annually, quarterly, bi-monthly, monthly or at any other periodic interval as set out in Schedule E, or as determined by the *Manager*.
- (c) The *Treasurer* may with reasonable notice advance or delay any regular billing of *Water Rates* or *Water Charges*.
- (d) To protect the *District* against potential losses from unpaid water billings, the *Treasurer* may, at his discretion, demand in writing, a security deposit by way of cash, certified cheque, letter of credit or guarantee from an *Owner* from whom delinquent charges and fees can not be applied to property taxes.
- (e) The amount of the security deposit shall be no less than an amount equal to a *Consumer's* estimated water bill for a period of 180 days.
2. All *Water Rates* or *Water Charges* set out in Schedule B and Schedule C are established in amounts that reflect a discount for prompt payment in the percentages set out in Schedule E.
3. (a) All water bills shall be distributed to the *Consumer* by ordinary, prepaid mail or by any other means as deemed expedient and necessary by the *Treasurer*.
- (b) *Water Rates* and *Water Charges* may at the discretion of the *Treasurer* be charged and billed to:
 - (i) the person requesting that water services be provided, or
 - (ii) the person in occupation of the building serviced by the *Douglas Hill Water System*, or
 - (iii) the *Owner* of the building served by the *Douglas Hill Water System*.

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- (c) All *Water Rates* and *Water Charges* for services rendered to buildings having multiple units shall be charged and billed to the *Owner* of the property unless otherwise directed in writing by the *Treasurer*.
- (d) All *Water Rates* and *Water Charges* for services rendered to buildings registered under The Condominium Act shall be billed to the Condominium Corporation unless otherwise directed in writing by the *Treasurer*.
- (e) Payment may be made, with no additional service charge, by personal cheque through the mail, by personal cheque, cash or debit in person at the *District* office or at any location or via internet or telephone banking as directed by the *Treasurer*.

10. EXTENSIONS TO THE LOCAL SERVICE (WATER SUPPLY) AREA

1. (a) Applications and Fees:

Where, after a review of a request for servicing, the *Manager* has determined the need for an *Extension* to the *Douglas Hill Water System* in order to provide *District Water* to property located within the boundaries of the Douglas Hill Water System Service Area, the *Owner* of the property shall make written application for an *Extension* to the *Manager*.

The application shall be accompanied by the fee as set out in Schedule A.

(b) Approval:

Following a review of the proposed *Extension* of the *Douglas Hill Water System* the *Manager* shall advise the *Applicant* in writing if the *Extension* is approved or denied.

(c) Conditions:

An approved *Extension* to the *Douglas Hill Water System* may proceed provided the *Applicant* complies with the following conditions:

- i. The *Applicant* shall complete a *Water Service Connection* Application for each and every *Unit* or parcel of land to be serviced together with the applicable *Water Service Connection Charge*.
- ii. Where the *Manager* concludes the *Extension* will be undertaken by the *District*, the *Applicant* shall deposit with the *District* monies in the amount of the estimated cost of both the *Extension* and the required *Water Service Connection* as determined by the *Manager*.

- iii. Where the *Manager* grants a request by the *Applicant* for an *Extension* to be undertaken by others considered in the opinion of the *Manager* to be professionally competent, then the *Applicant* shall ensure that the work complies with the plans and specifications submitted by the *Applicant* and approved for construction by the *Manager*. Following completion of the *Extension* and other related work, the *Applicant* shall submit "As Constructed" drawings in a format acceptable to the *Manager* together with written verification that the completed work complies with the requirements of the *District*. The *Applicant* shall guarantee the work for a period of two years from the date this work is accepted by the *Manager*. The *Manager* may require certification of the above by a Professional Engineer registered in the Province of British Columbia.
- iv. The pipe size of the *Extension* shall not have less than a 150 mm inside diameter and shall include all appurtenances as determined by the *Manager*, including, but not limited, to main line valving and fire hydrants. The *Manager* may allow a 100 mm inside diameter *Extension* on a cul-de-sac, which in the opinion of the *Manager* has fire protection.
- v. The point at which the *Extension* may connect to the *Douglas Hill Water System* shall be determined by the *Manager*.
- vi. The *Extension* to the *Douglas Hill Water System* shall extend to a point opposite the furthest boundary of the last property to be serviced by the *Extension* unless otherwise approved in writing by the *Manager*.
- vii. The final cost to the *Applicant* shall include all costs directly or indirectly associated with the *Extension* including, but not limited to the following items:
 - design
 - preparation of drawings, specifications and tender documents
 - approval applications to other agencies
 - survey and layout
 - legal fees
 - supervision and inspection
 - site restoration
 - upgrade of the Service Area to accommodate the proposed development.
 - testing, disinfection and sampling.

11. OFFENCES AND SANCTIONS

1. Every person who:
 - (a) hinders or interrupts, or causes or procures to be hindered or interrupted, the *District*, or any of its officers, contractors, employees or agents, in the exercise of any of the powers conferred by this bylaw;
 - (b) lets off or discharges water so that the water runs to waste out of the *Douglas Hill Water System* unless duly authorized to do so, in writing, by the *Manager*;

- (c) being a consumer, tenant, occupant, or inmate of any house, building or other place supplied with water from the ***Douglas Hill Water System***, lends, sells, or disposes of the water, gives it away, permits it to be taken or carried away, uses or applies it to the use or benefit of another, or to any use and benefit other than his own, increases the supply of water agreed for, or improperly wastes the water;
 - (d) without lawful authority, opens or closes or tampers with any hydrant, valve, curb stop or other appurtenances or obstructs the free access to any hydrant, valve, service box, chamber, pipe, or hydrant-chamber or other appurtenances by placing on it any building material, rubbish, or other obstruction;
 - (e) throws or deposits any injurious, noxious or offensive matter into the water of the ***Douglas Hill Water System***, or upon the ice, if the water is frozen, or in any way fouls the water or commits any damage, or injury to the works, pipes, or water, or encourages the same to be done;
 - (f) removes or alters any ***Water Meter*** or meter seal or opens any ***Water Meter*** by-pass placed upon any ***Building Service*** or connected therewith, within or without any building or other place, so as to lessen or alter the amount of water registered;
 - (g) lays or causes to be laid any pipe or main to communicate with any pipe or main of the ***Douglas Hill Water System***, or in any way obtains or uses the water without the written consent of the ***Manager***;
 - (h) obstructs or refuses entry to any employee or agent of the ***District*** in the discharge of any duty under this bylaw;
 - (i) establishes, maintains or uses any connection to any part of the ***Douglas Hill Water System*** whereby foreign matter, non-potable water, or water from a ***Private Water Supply System*** may enter the ***Douglas Hill Water System***;
 - (j) fails to notify the ***Manager*** of any breakage, stoppage or irregularity in any ***Water Meter*** for which he is responsible;
 - (k) fails to obey any restriction on consumption, hours of consumption and use of water pursuant to Part II, Section 5; or
 - (l) contravenes any section of this bylaw, is guilty of an offence and on summary conviction is liable to a fine of not more than \$2,000.00 or may be imprisoned, without the option of a fine, for a term of not more than one month.
2. In addition to all other sanctions and remedies provided in this bylaw, the ***Manager*** may turn off or restrict the supply of water to any ***Consumer*** where such ***Consumer*** has violated any of the provisions of this bylaw and may refuse to restore normal service until the violation complained of has been terminated or remedied.

3. That pursuant to the Local Government Act, any rates, charges and/or fees which remain unpaid after December 31 in any year shall be deemed to be taxes in arrears on the property concerned, with interest on those taxes in arrears calculated in accordance the Local Government Act.

12. REMAINDER OF BYLAW TO REMAIN INTACT:

In the event that any portion of this bylaw is declared *ultra vires* by a Court of competent jurisdiction, then such portion shall be deemed to be severed from the bylaw to the intent that the remainder of the bylaw shall continue in full force and effect.

READ A FIRST TIME this _____ day of _____, 2010.

READ A SECOND TIME this _____ day of _____, 2010.

READ A THIRD TIME this _____ day of _____, 2010.

ADOPTED this _____ day of _____, 2010.

Chairperson

Corporate Secretary



SCHEDULE A

TO CVRD BYLAW NO. 3406

WATER SERVICE CONNECTION CHARGES

1. **Water Service Connection**

.1 **EXISTING LOT** (permits servicing of one unit or building).

- (a) An application for *Water Service* shall be accompanied by a payment equal to the *Water Service Connection Charge* of:

19-mm diameter connection	\$300.00
25-mm diameter connection	\$300.00

plus a deposit in the amount of the *Manager's* estimate to complete such works. The above charges and deposit must be received by the Cowichan Valley Regional District before the work can be scheduled. The deposit will be applied against the actual cost of the *Water Service Connection* installation.

- (b) Where the *Water Service Connection* has been installed by the subdivider entirely at his cost and the *Water Service Connection Charge* for each connection has been prepaid, the *Applicant* for *Water Service* shall not be required to pay any additional fees.

.2 **EXISTING LOT TO BE SUBDIVIDED:**

- (a) **Lot presently serviced:**

- *First lot exempt.....	n/a
- Each additional lot created.....	\$3,500.00

*Where the existing *Water Service Connection* is not utilized, the *Subdivider* will pay a *Water Service Connection Charge* of \$300.00

- (b) **Lot not presently serviced:**

- First lot.....	\$300.00
- Each additional lot created.....	\$3,500.00

- (c) Pre-installed Water Connection – where the *Water Service Connection* has been installed by the subdivider entirely at his own cost, but the *Water Service Connection Charge* has not been prepaid, then the *Applicant* for *Water Service* shall be required to pay the *Water Service Connection Charge* of \$3,500.00.

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.3 WATER SERVICE CONNECTION TO ADDITIONAL UNITS OR BUILDINGS:

Where a ***Water Service Connection*** is to be installed to additional ***Units*** or buildings on an existing lot and the lot is:

- (a) **Vacant:** First ***Unit*** or building.....n/a
 (included under Sub-Section 1.1)
 Each additional unit or building.....\$3,500.00
- (b) **Presently Occupied and Serviced**
 Each additional ***Unit*** or building.....\$3,500.00

2. Disconnection of a *Water Service Connection*

Where a ***Water Service Connection*** is to be abandoned and must be disconnected as determined by the ***Manager***, the cost to the ***Owner*** of the property serviced shall be based on the actual cost to complete the work required, **plus a 10% administration charge.**

3. Re-use of Abandoned *Water Service Connection*

Inspection fee of previously abandoned or disused ***Water Service Connection***: \$50.00

4. Extension to Service Area

Where an ***Extension*** to the ***Douglas Hill Water System*** is required, the ***Owner*** of the property to be serviced shall, upon application for an ***Extension***, pay the fee as calculated below:

- .1 **Applications to Serve Residential Developments:**
 - A fee of \$500.00 plus \$50.00 per dwelling unit to be created by the development.
- .2 **Applications to Serve Industrial and Commercial Developments:**
 - A fee of \$500.00 plus \$100.00 per hectare (or part thereof) of land proposed to be serviced.



SCHEDULE B

TO CVRD BYLAW NO. 3406

METERED WATER RATES AND CHARGES

Water Rates and Charges

The *Consumer of District Water* supplied through *Water Meters*, shall pay the minimum charge set out in subsection (b) below. A 10% discount will be applied for timely payment.

Water Rates and Charges per Classification per six (6) month period:

CLASSIFICATION	USER CHARGES				
	Water Use	Charge			
Group A Single Family Dwelling: Per Dwelling Laundromat: Minimum charge for each washing machine Elementary/Middle School: Minimum charge per 20 students or portion thereof	0 - 200 m ³	\$ 125.00			
	201 - 300 m ³	\$ 125.00	+	1.00 per m ³ over	200 m ³
	301 - 400 m ³	\$ 225.00	+	1.25 per m ³ over	300 m ³
	over 400 m ³	\$ 350.00	+	2.25 per m ³ over	400 m ³
Group B Apartment: Per Unit Mobile/Modular Home Park: Per Unit	0 - 160 m ³	\$ 93.75			
	161 - 240 m ³	\$ 93.75	+	1.00 per m ³ over	160 m ³
	241 - 320 m ³	\$ 173.75	+	1.25 per m ³ over	240 m ³
	over 320 m ³	\$ 273.75	+	2.25 per m ³ over	320 m ³
Group C Commercial: Minimum charge for each 10 employees or portion thereof per shift	0 - 130 m ³	\$ 75.00			
	131 - 195 m ³	\$ 75.00	+	1.00 per m ³ over	130 m ³
	196 - 260 m ³	\$ 140.00	+	1.25 per m ³ over	195 m ³
	over 260 m ³	\$ 221.25	+	2.25 per m ³ over	260 m ³
Group D Continuing Care Facility: Minimum charge for each bed	0 - 100 m ³	\$ 62.50			
	101 - 150 m ³	\$ 62.50	+	1.00 per m ³ over	100 m ³
	151 - 200 m ³	\$ 112.50	+	1.25 per m ³ over	150 m ³
	over 200 m ³	\$ 175.00	+	2.25 per m ³ over	200 m ³
Group E RV Trailer Park/Campground-Site Connected to Sewer: Per service pad or Site Restaurant: Per 10 seats or patrons, or portion thereof Hotel/Motel: per housekeeping unit	0 - 67 m ³	\$ 41.67			
	68 - 100 m ³	\$ 41.67	+	1.00 per m ³ over	67 m ³
	101 - 133 m ³	\$ 74.67	+	1.25 per m ³ over	100 m ³
	over 133 m ³	\$ 115.92	+	2.25 per m ³ over	133 m ³

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CLASSIFICATION	USER CHARGES				
	Water Use		Charge		
Group F Bed & Breakfast House: includes the minimum charge for a single family dwelling unit as defined in Group A above, plus a minimum charge per each Guest Group	0	- 40 m ³	\$ 41.67		
	41	- 60 m ³	\$ 41.67	+ 1.00	per m ³ over 40 m ³
	61	- 80 m ³	\$ 61.67	+ 1.25	per m ³ over 60 m ³
	over 80	- m ³	\$ 86.67	+ 2.25	per m ³ over 80 m ³
Group G RV Trailer Park/Campground-Site not Connected to Sewer: - Per service pad or Site	0	- 20 m ³	\$ 12.50		
	21	- 30 m ³	\$ 12.50	+ 1.00	per m ³ over 20 m ³
	31	- 40 m ³	\$ 22.50	+ 1.25	per m ³ over 30 m ³
	over 40	- m ³	\$ 35.00	+ 2.25	per m ³ over 40 m ³
Group H High School: Minimum charge per 20 students or portion thereof per shift	0	- 270 m ³	\$ 156.25		
	271	- 405 m ³	\$ 156.25	+ 1.00	per m ³ over 270 m ³
	406	- 540 m ³	\$ 291.25	+ 1.25	per m ³ over 405 m ³
	over 540	- m ³	\$ 460.00	+ 2.25	per m ³ over 540 m ³
Group I Hotel/Motel: per room or suite	0	- 50 m ³	\$ 31.25		
	51	- 75 m ³	\$ 31.25	+ 1.00	per m ³ over 50 m ³
	76	- 100 m ³	\$ 56.25	+ 1.25	per m ³ over 75 m ³
	over 100	- m ³	\$ 87.50	+ 2.25	per m ³ over 100 m ³
Group J Licensed Premises: Per 10 seats or portion thereof	0	- 83 m ³	\$ 50.00		
	84	- 125 m ³	\$ 50.00	+ 1.00	per m ³ over 83 m ³
	126	- 167 m ³	\$ 92.00	+ 1.25	per m ³ over 125 m ³
	over 167	- m ³	\$ 144.50	+ 2.25	per m ³ over 167 m ³

UNDETECTED LEAKS

User Charges will be adjusted on a one-time forgiveness basis where an undetected leak on the consumer's property has resulted in water usage greatly exceeding typical usage of water, according to the applicable classifications(s), and where there is no indication that water was knowingly allowed to run to waste. Additionally, a cap of \$1,500.00 per owner is in place for subsequent leaks after the first "forgiveness" of a water overage charge. Written verification from the *Consumer* describing the nature of the leakage and the action taken to rectify the problem must be received by the *Manager* before the one-time forgiveness will be granted. The leakage problem must be rectified by the *Consumer* within 30 days upon discovery or notification of the problem.

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USER CLASSIFICATION DESCRIPTIONS**Single Family Dwelling:**

Applies to any connection servicing a single segregated self-contained residential dwelling used for, or intended for, the domestic use of one or more individuals as a single housekeeping unit with cooking, living, sleeping and sanitary facilities including, but not limited to, a townhouse, semi-detached residential home, duplex or a cabin.

Apartment:

Applies to any connection servicing a multiple occupancy residential building(s) with self-contained and segregated units consisting of two or more rooms used for, or intended for the domestic use of one or more individuals as a single housekeeping unit with cooking, living, sleeping and sanitary facilities.

Mobile/Modular Home Park:

Applies to a connection servicing land used or occupied for the purposes of providing space for the accommodation of mobile homes either on a rental or ownership basis. A mobile home means any structure containing one dwelling whether ordinarily equipped with wheels, or not, that is designated, constructed or manufactured to be moved from one place to another by being towed, or carried, but not including travel trailers, campers, or other vehicles exempt from the provisions of the Mobile Home Act.

RV Trailer Park/Campground:

Applies to any connection servicing land used or temporarily occupied for the purpose of providing space for the accommodation of recreational vehicles or recreational structures. A recreational vehicle or recreational structure means a vehicle, trailer, coach, tents, structure, or conveyance designed to travel, or be transported on a highway and constructed and equipped to be used as temporary living or sleeping quarters for travellers.

Where individual spaces for the above accommodations are connected directly to a *Sanitary Sewer* disposal system, the minimum charge shall be based on the charges set forth in the applicable schedule(s).

Where individual spaces or sites are not serviced directly by an individual and/or separate *Sanitary Sewer* disposal system, but have the use of common or centrally located sanitary facilities, the minimum charge shall be based on the charges set forth in the applicable schedule(s).

Hotel/Motel:

Applies to any connection servicing a building or structure that contains sleeping units for the overnight accommodation of transient paying guests. Auxiliary assembly, commerce, entertainment, or restaurant uses as well as areas licensed to service alcoholic beverages and staff accommodation shall pay the charges according to the classification set forth in the applicable schedule(s).

Where units contain cooking facilities, the minimum charge shall be based on the charges set forth in the applicable schedule(s) per housekeeping or kitchenette unit.

Where units contain sleeping and sanitary facilities only, the minimum charge shall be based on the charges set forth in the applicable schedule(s) per room or suite.

Restaurant:

Applies to any connection servicing a building or structure, or segregated self-contained unit used for, or intended to be used for, the commercial sale of refreshments, prepared or assembled food, and/or meals together with non-alcoholic beverages for sale to the public.

Licensed Premises:

Applies to the connection servicing a licensed beverage establishment as governed by the Liquor Licensing Board of British Columbia, and includes, but is not limited to pubs, restaurants, eateries, lounges, cafeterias and private clubs where alcoholic beverages are served.

Laundromat:

Applies to a connection servicing a building, self-contained unit, or separately owned business entity where washing machines are available for public use for a fee or charge.

Commercial:

Applies to a connection servicing a complex, facility, or parcel of land used to manufacture, sell, repair goods, or provide a service including, but not limited to, retail stores, offices, convenience stores, service establishments, and light industrial uses.

Elementary School and High School:

Applies to a connection servicing an institution of learning, or teaching facility, as defined by the School Act.

Continuing Care Facility:

Applies to a connection servicing a multiple occupancy complex providing long-term care, and living accommodations that include residents requiring full-time professional care, including living, sleeping, cooking, and sanitary facilities, but not including an acute care facility.

Bed & Breakfast:

Applies to any connection servicing a single family dwelling, with an accessory use for overnight accommodation for transient paying guests in which breakfast is the only meal served.

Rooming House:

Applies to any connection servicing a single family dwelling with an accessory use of rooms for rent by individuals for living and sleeping, but with common cooking and sanitary facilities shared by the occupants.



SCHEDULE C

TO CVRD BYLAW NO. 3406

UNMETERED WATER CHARGES

Water Rates:

The *Consumer of Unmetered District Water* shall pay the charges set out below.

Water Rates and Charges per Classification per six (6) month period:

Group	Classification	Charge	10% Discount	Discounted Amount
A	Single Family Dwelling:	\$ 125.00	\$ 12.50	\$ 112.50
	Laundromat	\$ 125.00	\$ 12.50	\$ 112.50
	Elementary/Middle School	\$ 125.00	\$ 12.50	\$ 112.50
B	Apartment	\$ 93.75	\$ 9.38	\$ 84.37
	Mobile Home Park:	\$ 93.75	\$ 9.38	\$ 84.37
C	Commercial: Minimum charge for the first 10 employees or portion thereof per shift	\$ 75.00	\$ 7.50	\$ 67.50
D	Continuing Care Facility: Minimum charge for each bed	\$ 62.50	\$ 6.25	\$ 56.25
E	RV Trailer Park / Campground: Site Connected to Sewer: per serviced pad or site	\$ 41.67	\$ 4.17	\$ 37.50
	Restaurants: Minimum charge for the first 10 seats or patrons or portion thereof	\$ 41.67	\$ 4.17	\$ 37.50
	Hotel / Motel- Housekeeping Unit:	\$ 41.67	\$ 4.17	\$ 37.50
F	Bed & Breakfast / Rooming House: The minimum charge for such facility shall include the minimum charge for a single family dwelling unit plus a minimum charge for each and every guest room	\$ 41.67	\$ 4.17	\$ 37.50
G	RV Trailer Park / Campground: Site Not Connected to Sewer: per pad or site	\$ 12.50	\$ 1.25	\$ 11.25
H	High School Minimum charge for the first 20 students or portion thereof	\$ 156.25	\$ 15.63	\$ 140.62
I	Hotel / Motel Per room or suite	\$ 31.25	\$ 3.13	\$ 28.12
J	Licensed Premises: Minimum charge for the first 10 seats or patrons or portion thereof	\$ 50.00	\$ 5.00	\$ 45.00

Other:

The minimum charge and the volume of water to be apportioned for a six (6) month period for other types of developments that, in the opinion of the **Manager**, do not fall within the above classifications shall be determined by the **Manager** and his decision shall be final.

Aggregate Allotment:

Where more than one of the above classifications including "**Other**" is in use, or intended for use, then the applicable charges shall be applied to each and every classification.

Single Family Dwelling

Applies to any connection servicing a single segregated self-contained residential dwelling used for, or intended for the domestic use of one or more individuals as a single housekeeping unit with cooking, living, sleeping and sanitary facilities including, but not limited to a townhouse, semi-detached, residential home, duplex and a cabin.

Apartment:

Applies to any connection servicing a multiple occupancy residential building(s) with self-contained and segregated units consisting of two or more rooms used for, or intended for the domestic use by one or more individuals as a single housekeeping unit with cooking, living, sleeping and sanitary facilities.

Mobile/Modular Home Park:

Applies to a connection servicing land used or occupied for the purposes of providing space for the accommodation of mobile homes either on a rental or ownership basis. A mobile home means any structure containing one dwelling whether ordinarily equipped with wheels, or not, that is designated, constructed or manufactured to be moved from one place to another by being towed, or carried, but not including travel trailers, campers, or other vehicles exempt from the provisions of the Mobile Home Act.

RV Trailer Park/Campground:

Applies to any connection servicing land used, or temporarily occupied for the purpose of providing space for the accommodation of recreational vehicles or recreational structures. A recreational vehicle or recreational structure means a vehicle, trailer, coach, tents, structure, or conveyance designed to travel, or be transported on a highway and constructed and equipped to be used as temporary living or sleeping quarters for travellers.

Where individual spaces for the above accommodations are connected directly to a sanitary sewer disposal system, the minimum charge shall be based on the **Allotment** of water as set forth in the applicable schedule(s).

Where individual spaces or sites are not serviced directly by an individual and/or separate sanitary sewer disposal system, but have the use of common or centrally located sanitary facilities, the minimum charge shall be based on the **Allotment** of water as set forth in the applicable schedule(s).

Hotel/Motel:

Applies to any connection servicing a building or structure, which contains sleeping units for the overnight accommodation of transient paying guests. Auxiliary assembly, commerce, entertainment, or restaurant uses as well as areas licensed to service alcoholic beverages and staff accommodation shall pay the charges according to the classification set forth in the applicable schedule(s).

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Restaurant:

Applies to any connection servicing a building or structure, or segregated self-contained unit used for, or intended use for the commercial sale of refreshments, prepared or assembled food, and/or meals together with non-alcoholic beverages for sale to the public.

Licensed Premises:

Applies to a connection servicing a licensed beverage establishment as governed by the Liquor Licensing Board to British Columbia, and includes, but is not limited to pubs, restaurants, eateries, lounges, cafeterias and private clubs where alcoholic beverages are served.

Laundromat:

Applies to a connection servicing a building, self-contained unit, or separately owned business entity where washing machines are available to public use for a fee or charge.

Commercial:

Applies to a connection servicing a complex, facility, or parcel of land used to manufacture, sell, repair goods, or provide a service including, but not limited to retail stores, offices, convenience store, service establishment, and light industrial.

Elementary School and High School:

Applies to a connection servicing an institution of learning, or teaching facility, as defined by the School Act.

Continuing Care Facility:

Applies to a connection servicing a multiple occupancy complex providing long-term care, and living accommodations that include for residents requiring full-time professional care that include living, sleeping, cooking, and sanitary facilities, but not including an acute care facility.

Bed & Breakfast:

Applies to any connection servicing a single family dwelling, with an accessory use for overnight accommodation for transient paying guests in which breakfast is the only meal served.

Rooming House:

Applies to any connection servicing a single family dwelling with an accessory use of rooms for rent by individuals for living and sleeping, but with common cooking and sanitary facilities shared by the occupants.



SCHEDULE D
TO CVRD BYLAW NO. 3406
UNMETERED FIRE LINES

(a) The *Consumers* with an *Unmetered Fire Line* shall pay the rates set out in subsection (b) below:

(b) Fire Line Size (mm)	Rates (dollars per month)
25 mm	3.00
38 mm	7.50
50 mm	12.00
75 mm	30.00
100 mm	48.00
150 mm	22.00
200 mm	96.00
300 mm	144.00



SCHEDULE E

TO CVRD BYLAW NO. 3406

METER READING DATES, DUE DATES AND DISCOUNTS

(a) **Meter Reading Dates and Due Dates**

Metered Water connections serving a residential property shall normally be read during regular CVRD business hours, biannually in the Spring and the Fall, as determined by the *Manager*, with the respective payments payable on the due date specified on the invoice.

Metered Water connections servicing *Consumers* with high usage and charges may normally be read during regular CVRD business hours quarterly each year, at the discretion of the *Manager* with the respective payment due as specified on the invoice.

In the event the last day of the month falls on a Saturday, Sunday, or Statutory Holiday, the due date shall then be the last business day before the Saturday, Sunday, or the Statutory Holiday.

(b) **Discounts**

The water consumption rates and charges outlined in Schedules "B" and "C" shall be discounted by 10% if payment in full is received on or before the due dates at the designated business office of the CVRD, or other approved locations.

(c) **Transfer to Taxes**

Amounts remaining outstanding at the close of business on December 31 of each calendar year, shall be added to the property taxes and shall be deemed taxes in arrears on the property in question.



SCHEDULE F
TO CVRD BYLAW NO. 3406
HYDRANT PERMIT

The charge for drawing *District Water* from hydrants for purposes other than fire protection shall be as follows:

A deposit of \$300.00 per permit and refundable if the hydrant and appurtenances used in the opinion of the *Manager* have not been damaged.

The minimum charge shall be \$200.00 or the charge when the consumption rate is applied to the amount of water used whichever is the greater.

Consumption Rate:	\$4.00 per cubic metre
--------------------------	-------------------------------

A hydrant permit shall be permitted at the discretion of the *Manager*.

The *Manager* shall determine and designate which hydrant, if any, shall be used.

Only the designated hydrant may be used unless otherwise approved by the *Manager*.

The *Manager* reserves the right to terminate the use of the hydrant permit at any given time.

Where the actual amount of water used is unknown, the *Manager* may estimate the quantity used and charge accordingly.



SCHEDULE G
TO CVRD BYLAW NO. 3406
MISCELLANEOUS CHARGES

1. Testing of Water Meter

An application for testing the *Water Meter* shall be accompanied by a deposit in the amount of: \$50.00

2. Charge to Customer

Where the *Water Meter* is found to measure the flow of water accurately:\$50.00

3. Turning *Water Service* on each time: \$25.00

Turning *Water Service* off each time: \$25.00

Note:

The charges for "turn on" or "turn off" shall **not** be levied where:

1. it is necessary to interrupt the supply of water so as to permit the consumer to correct faults on the building service.
2. the water is to be "turned on" for newly installed or water service connection.



SCHEDULE H

TO CVRD BYLAW NO. 3406

2010 FLAT RATE CHARGE

A flat rate parcel tax of \$300 day will be invoiced to ALL properties within the service area boundary of the Douglas Hill Water System, pro-rated for the period of the CVRD takeover date to December 31, 2010.

This flat rate charge will be applied on a “one time” basis and will be replaced in 2011 by the application of the Parcel Tax Roll.



COWICHAN VALLEY REGIONAL DISTRICT

BYLAW NO. 3407

A Bylaw to Establish a Capital Reserve Fund for the Douglas Hill Water System

WHEREAS the Board of the Cowichan Valley Regional District established the *Douglas Hill Water System Service Area* under the provisions of the CVRD Bylaw No. 3382, cited as "CVRD Bylaw No. 3382 – Douglas Hill Water System Service Establishment Bylaw, 2010";

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 Capital Reserve Fund to be used for the purposes of constructing, altering, extending, replacing and/or upgrading the works of the Douglas Hill Water System;

NOW THEREFORE the Board of the Cowichan Valley Regional District enacts as follows:

1. CITATION

This bylaw may be cited for all purposes as "CVRD Bylaw No. 3407 – Douglas Hill Water System Capital Reserve Fund Establishment Bylaw, 2010".

2. ESTABLISHMENT OF FUND

A Capital Reserve Fund to be known as the "Douglas Hill Water System Capital Reserve Fund" is hereby established.

3. PAYMENTS INTO FUND

Money from current revenues or, as available, from general revenue surplus or as otherwise provided by law may be paid into the Capital Reserve Fund.

4. EXPENDITURES FROM FUND

- a) Money in the Capital Reserve Fund, and interest earned on it, shall only be used for expenditures relating to constructing, altering, extending, replacing and/or upgrading the work in the Douglas Hill Water System Service Area.

- b) The expenditures of funds in the Capital Reserve Fund shall be authorized by bylaw.

READ A FIRST TIME this _____ day of _____ , 2010.

READ A SECOND TIME this _____ day of _____ , 2010.

READ A THIRD TIME this _____ day of _____ , 2010.

ADOPTED this _____ day of _____ , 2010.

Chairperson

Corporate Secretary



COWICHAN VALLEY REGIONAL DISTRICT

BYLAW No. 3408

A Bylaw to Authorize the Preparation of a Parcel Tax Roll for the Douglas Hill Water System

WHEREAS the Board of the Cowichan Valley Regional District established the *Douglas Hill Water System Service Area* under the provisions of CVRD Bylaw No. 3382, cited as "CVRD Bylaw No. 3382 – Douglas Hill Water System Service Establishment Bylaw, 2010";

AND WHEREAS the Board of the Cowichan Valley Regional District is empowered under Section 803 of the *Local Government Act* and Section 5 of CVRD Bylaw No. 3382 to recover annual servicing costs by imposing a parcel tax on lands within the service area;

AND WHEREAS it is deemed desirable and expedient to impose a parcel tax on land benefiting from such service to meet such costs;

AND WHEREAS pursuant to Section 201(3) of the *Community Charter*, the Board wishes to provide service area participants with the option of paying, up front, their portion of borrowing costs pursuant to CVRD Bylaw No. 3383.

AND WHEREAS for the purpose of imposing a parcel tax the Board must, pursuant to Section 806.1(b) of the *Local Government Act*, provide for the preparation of a parcel tax roll for the service area;

NOW THEREFORE the Board of the Cowichan Valley Regional District enacts as follows:

1. CITATION

This bylaw may be cited as "**CVRD Bylaw No. 3408 – Douglas Hill Water System Parcel Tax Roll Bylaw, 2010.**"

2. DEFINITIONS

In this bylaw, unless the context otherwise requires:

"Financial Administration Officer" means the officer assigned the responsibility of financial administration pursuant to Section 199 of the *Local Government Act*.

"Parcel" means any lot, block or other area in which land is held or into which it is subdivided, but does not include a highway.

3. PREPARATION OF PARCEL TAX ROLL

Beginning in the year 2011 and annually thereafter, a parcel tax roll shall be prepared in accordance with Division 4 of Part 7 of the *Community Charter* and will include all parcels of land within the boundary of the Douglas Hill Water System Service Area.

4. BASIS OF PARCEL TAX

- (a) The said parcel tax shall be imposed on the basis of a single amount for each parcel.
- (b) Notwithstanding Section 4(a), any person may have the parcel tax reduced by making a one-time payment in cash equal to the portion of costs for long term borrowing in relation to CVRD Bylaw No. 3383, provided payment is received in accordance with the written instructions of the Financial Administration Officer.

READ A FIRST TIME this _____ day of _____, 2010.

READ A SECOND TIME this _____ day of _____, 2010.

READ A THIRD TIME this _____ day of _____, 2010.

ADOPTED this _____ day of _____, 2010.

Chairperson

Corporate Secretary



R2

STAFF REPORT

ENGINEERING & ENVIRONMENTAL SERVICES COMMITTEE MEETING OF WEDNESDAY, JULY 28, 2010

DATE: July 7, 2010 **FILE NO:** 5600-30-LES/01
FROM: Louise Knodel-Joy, Senior Engineering Technologist
SUBJECT: Lambourn Estates Sewer System Management Amendment Bylaw

Recommendation:

That it be recommended that "CVRD Bylaw No. 3409 – Lambourn Estates Sewer System Management Amendment Bylaw, 2010" be forwarded to the Board for three readings and adoption.

Purpose: To revise the Management Bylaw to replace Schedule C.

Financial Implications: In order to stay consistent with the sewer connection charges as developed in the Lambourn Estates Sewer latecomers fee assessment, an increase in the sewer service connection charge from \$4,000 per unit to \$10,000 per unit is recommended. This increase will assist in funding the second construction phase of the sewer treatment plant.

Interdepartmental/Agency Implications: n/a

Background:

The Lambourn Estates Sewer Treatment Plant has recently been replaced and the necessary upgrades are nearing completion. The CVRD has received many requests from developers to join this service area, however Phase 1 of this plant is at capacity.

The proposed increase in Sewer Service Connection Charge is supported by staff and area director.

Submitted by,

Louise Knodel-Joy
Senior Engineering Technologist

Approved by:

Brian Dennison, General Manager,
Engineering and Environmental Services

LKJ:jlb

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COWICHAN VALLEY REGIONAL DISTRICT

BYLAW No. 3409

A Bylaw to Amend the Lambourn Estates Sewer System Management Bylaw No. 3098

WHEREAS the Board of the Cowichan Valley Regional District established the management of the *Lambourn Estates Sewer System* pursuant to CVRD Bylaw No. 3098, cited as "CVRD Bylaw No. 3098 – Lambourn Estates Sewer System Management Bylaw, 2008";

AND WHEREAS the Board of the Cowichan Valley Regional District deems it desirable to amend Schedule C.

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. 3409 - Lambourn Estates Sewer System Management Amendment Bylaw, 2010**".

2. **AMENDMENT**

That Schedule C be deleted in its entirety and replaced with Schedule C attached to and forming part of this bylaw.

READ A FIRST TIME this _____ day of _____, 2010.

READ A SECOND TIME this _____ day of _____, 2010.

READ A THIRD TIME this _____ day of _____, 2010.

ADOPTED this _____ day of _____, 2010.

Chairperson

Corporate Secretary



SCHEDULE C

TO CVRD BYLAW NO. 3098

1. Parcel Tax Being Paid

The *Sewer Service Connection Charges* for property, which has been paying the annual Parcel Tax, are outlined below:

.1 EXISTING LOT (permits servicing of one unit or building).

- (a) An application for *Sewer Service* shall be accompanied by a payment equal to the *Sewer Service Connection Charge* of:

100-mm or 150-mm diameter connection.....\$300.00

plus a deposit in the amount of the *Manager's estimate* to complete such works. The above charges and deposit must be received by the Cowichan Valley Regional District before the work can be scheduled. The deposit will be applied against the actual cost of the *Sewer Service Connection* installation.

- (b) Where the *Sewer Service Connection* has been installed by the subdivider entirely at his cost and the *Sewer Service Connection Charge* for each connection has been prepaid, the *Applicant* for *Sewer Service* shall only be required to complete a Sewer Connection Application.

.2 EXISTING LOT TO BE SUBDIVIDED:

- (a) Lot presently serviced:

- *First lot exempt.....n/a
- Each additional lot created\$10,000.00

*Where the existing *Sewer Service Connection* is not utilized, the *Subdivider* will pay a *Sewer Service Connection Charge* of \$300.00

- (b) Lot not presently serviced:

- First lot.....\$300.00
- Each additional lot created\$10,000.00

- (c) Pre-installed Sewer Connection – where the *Sewer Service Connection* has been installed by the subdivider entirely at his own cost, but the *Sewer Service Connection Charge* has not been prepaid, then the *Applicant* for *Sewer Service* shall be required to complete a *Sewer Service Connection* Application and pay the *Sewer Service Connection Charge* of \$10,000.00.
- .3 SEWER SERVICE CONNECTION TO ADDITIONAL UNITS OR BUILDINGS:
Where a *Sewer Service Connection* is to be installed to additional *Units* or buildings on an existing lot and the lot is:
- (a) Vacant: First *Unit* or building.....n/a
(included under Sub-Section 1.1)
Each additional unit or building.....\$10,000.00
- (b) Presently Occupied and Serviced
Each additional *Unit* or building.....\$10,000.00
2. **Parcel Tax Not Being Paid**
- .1 EXISTING LOT:
(permits servicing of one *unit* or *building*)\$10,000.00
- .2 EXISTING LOT TO BE SUBDIVIDED:
Each and every newly created *Lot*\$10,000.00
- .3 SEWER SERVICE CONNECTION TO ADDITIONAL UNITS OR BUILDINGS:
Where a *Sewer Service Connection* is to be installed to additional *Units* or buildings on an existing lot and the lot is:
- (a) Vacant: First *Unit* or building..... n/a
(Included under Section 2.1 above)
Each additional *Unit* or building.....\$10,000.00
- (b) Presently Occupied and Serviced
Each additional *Unit* or building.....\$10,000.00

3. **High Flow Rates**

The above *Sewer Service Connection Charge* shall be levied where applicable; however, where in the opinion of the *District*, the flow rates from the intended use or from a change in use of a *Lot*, *Unit* or *Building*, exceeds maximum daily flow of 2.5 cubic metres per day (550 Imperial gallons per day), then the *Applicant* may be required to pay additional *Sewer Service Connection Charges* in proportion to the flow rates as determined by the *District*, and/or complete an application of a Waste Discharge Permit. The decision of the *District* shall be final.

4. Other

The above Sewer Service Connection Charge shall be levied where applicable, however, where in the opinion of the *District*, the flow rates from the intended use or change in use of a *Lot, Unit* or *Building* may be limited, temporary or seasonal, the *Applicant* may submit a detailed report for review by the District to determine if the *Sewer Service Connection Charge* may be adjusted to suit the intended use. The decision of the *District* shall be final.

5. Disconnection of a Sewer Service Connection

Where a *Sewer Service Connection* is to be abandoned and must be disconnected as determined by the *Manager*, the cost to the *Owner* of the property serviced shall be based on the actual cost to complete the work required plus a 10% Administration charge.

6. Re-use of Abandoned Sewer Service Connection

Inspection fee of previously abandoned, or disused,
Sewer Service Connection -----\$50.00, plus the actual cost of a video inspection



R3

STAFF REPORT

ENGINEERING & ENVIRONMENTAL SERVICES COMMITTEE MEETING OF JULY 28, 2010

DATE: July 16, 2010

FILE NO: 5430-30-LES/09

FROM: Louise Knodel-Joy, Senior Engineering Technologist

SUBJECT: Lambourn Estates Sewer System Service Establishment Amendment Bylaw

Recommendation:

That it be recommended to the Board:

1. That the *Certificate of Sufficiency*, confirming that a sufficient petition, requesting inclusion into the Lambourn Estates Sewer System Service Area, be received.
2. That the boundaries of the Lambourn Estates Sewer System Service Area be amended to include "*PID 006-578-608, Parcel A (DD K20395) Section 4, Range 7, Cowichan District, Plan No. 2454 except that part in Plan 45929*".
3. That "CVRD Bylaw No. 3052 – Lambourn Estates Sewer System Service Establishment Bylaw, 2008", be amended to include *PID 006-578-608, Parcel A (DD K20395) Section 4, Range 7, Cowichan District, Plan No. 2454 except that part in Plan 45929*, and that the amended bylaw be forwarded to the Board for consideration of three readings and adoption.

Purpose: To obtain approval to proceed with the extension to the boundaries of the Lambourn Estates Sewer System Service Area to include one additional property.

Financial Implications: New users brought into the service area will generate user fees, which will reduce overall charges to the existing customers. The property owners are responsible for all construction costs.

Interdepartmental/Agency Implications: A service amendment bylaw would require the approval of the service area voters before it can be adopted. In cases where a sufficient petition for services has been received, voter approval may be obtained by the Area Director consenting, in writing, to the adoption of the Bylaw. Engineering and Environmental Services are responsible for the operation and administration of this service. A valid and sufficient petition for Services has been received.

Background: In July 2007, Mr. Chandler Sharma, requested inclusion of this property into the Lambourn Estates Sewer System Service Area. The property is already within the Lambourn Estates Water Service Area. The CVRD assumed responsibility for the sewer system in September 2008, but was unable to expand the service area until upgrades of the sewer treatment plant were completed. The owners have paid sewer connection fees and are proposing a 3-lot subdivision on this property, subject to approvals required by current zoning and from other agencies.

Submitted by

Louise Knodel-Joy
Senior Engineering Technologist

Approved by:

Brian Dennison, General Manager,
Engineering and Environmental Services

LKJ:jlb

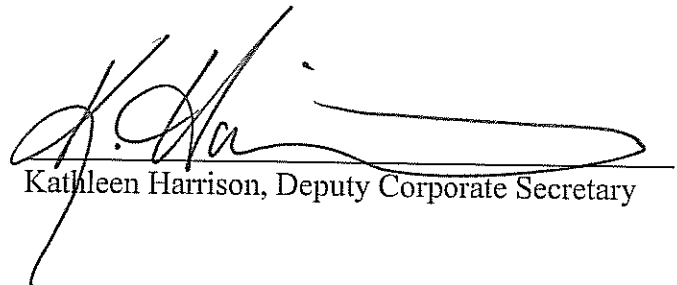
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CERTIFICATE OF SUFFICIENCY

I hereby certify that the petition for inclusion in the *Lambourn Estates 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 13th day of July, 2010)
)
)



Kathleen Harrison, Deputy Corporate Secretary

Lambourn Estates Sewer System Service Area

Total Number of Parcels requesting inclusion in Service Area:	1
Net Taxable Value of All Land and Improvements of Parcels requesting inclusion in the Service Area:	\$423,000.
Number of Petitions received:	1
Net Taxable Value of Petitions received (Land and Improvements):	\$423,000.



C·V·R·D

R4

STAFF REPORT

ENGINEERING AND ENVIRONMENTAL SERVICES COMMITTEE MEETING OF JULY 28, 2010

DATE: July 9, 2010 **FILE NO:** Bylaw No. 3359
FROM: Kate Miller, Manager, Regional Environmental Policy
SUBJECT: Environmental Initiatives Establishment Bylaw

Recommendation:

1. That CVRD Bylaw No. 3359 –Environmental Initiatives Service Establishment Bylaw, 2010 be forwarded to the Board for consideration of three readings, and following provincial and voter approval, be adopted.
2. An Alternate Approval Process be carried out to obtain consent of the voters for establishment of the Environmental Initiatives Service function.

Purpose: To present Bylaw No. 3359 – Environmental Initiatives Service Establishment Bylaw, 2010 to establish a Regional Environmental Initiatives function.

Financial Implications: The annual cost of providing this service is to be recovered through property value taxes to be requisitioned and collected on the basis of the net taxable value of land and improvements within the proposed service area. The maximum amount of money that may be requisitioned annually in support of this service shall be the greater of \$590,000 or an amount equal to the amount that could be raised by a property value tax of \$.04715 per \$1,000 of net taxable value of land and improvements within the service area. It is important to note that this includes all lands including industrial, commercial and non residential properties within the CVRD and does not directly correlate to a calculation on home values directly. A calculation per \$100,000 valuation on a home equates to \$3.98 of which currently \$3.11 is included in general government costs.

This service establishment would result in an overall reduction of the current CVRD administrative budget which currently includes these activities.

Interdepartmental/Agency Implications: Before an establishment bylaw can be adopted, the Inspector of Municipalities and service area electors must give their approval. This bylaw has been reviewed for compliance with applicable Provincial Statutes by the Ministry of Community and Rural Development and found to be acceptable.

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Background:

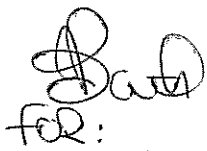
The following resolution was ratified by the Board at its regular meeting of February 10, 2010:

"That staff proceed with the steps to establish a regional environmental initiatives function with sufficient flexibility for a variety of environmental initiatives; and further that this function include the costs currently attributable to the Environmental Policy Division."

This bylaw will establish a service for the purpose of developing and maintaining environmental initiatives and programs that restore, rehabilitate and enhance the natural environment, encourage economic and social development compatible with environmental stewardship, protect the environment from harm and support the work of delivering the initiatives and programs for the whole of the Cowichan Valley Regional District.

On the direction of the committee, staff met with Area H Director and community members to discuss a variety of Engineering and Environmental Department programming, including; but not limited to, this proposed bylaw, open burning, recycling and waste management in general. While the discussion and perspectives were varied, there was overall support for the Environmental Policy Division programming and the "12 Big Ideas" framework and little support for the provision of incentives requested by the Board. The proposed bylaw was also provided to the Engineering Departments of North Cowichan, Ladysmith, City of Duncan and the Town of Lake Cowichan. North Cowichan staff responded that they do not support the provision of incentives programming as a component of the bylaw, as they felt it would not mesh well with similar programs being offered by the Regional District. As such that component has been removed from the proposed bylaw.

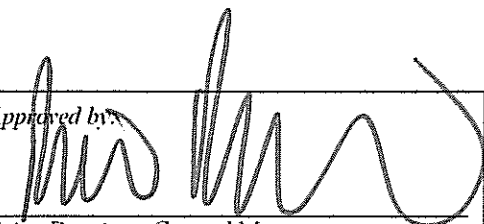
Submitted by,


for:

Kate Miller, Manager
Regional Environmental Policy

KM:jlb

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Approved by: 
Brian Dennison, General Manager,
Engineering and Environmental Services



COWICHAN VALLEY REGIONAL DISTRICT

BYLAW No. 3359

A Bylaw to Establish and Operate a Service for Environmental Initiatives and Programs for the Whole of the Cowichan Valley Regional District.

WHEREAS pursuant to Sections 796 and 800 of the *Local Government Act*, a regional district may, by bylaw, establish and operate any service that the Board considers necessary or desirable for all or part of the regional district;

AND WHEREAS the Board of the Cowichan Valley Regional District wishes to establish a service for the purpose of developing, operating and maintaining environmental initiatives and programs that restore, rehabilitate and enhance the natural environment, encourage economic and social development compatible with environmental stewardship, protect the environment from harm and support the work of delivering the initiatives and programs for the whole of the Cowichan Valley Regional District;

AND WHEREAS the Board of the Cowichan Valley Regional District has obtained the approval of the service area electors in accordance with the *Local Government Act* and the *Community Charter*;

NOW THEREFORE the Board of Directors of the Cowichan Valley Regional District enacts as follows:

1. **CITATION**

This bylaw may be cited for all purposes as "**CVRD Bylaw No. 3359 – Environmental Initiatives Service Establishment Bylaw, 2010**".

2. **SERVICE BEING ESTABLISHED**

The service being established under the authority of this bylaw is a service for the purpose of developing, operating, maintaining and delivering environmental initiatives and programs for the whole of the Cowichan Valley Regional District. The service shall be known as the "Environmental Initiatives Service".

3. **SERVICE AREA BOUNDARIES**

The boundaries of the service area are the boundaries of the whole of the Cowichan Valley Regional District.

.../2

4. PARTICIPATING AREA

The participating area for this service is the whole of the Cowichan Valley Regional District comprised of the: City of Duncan; District of North Cowichan, Town of Lake Cowichan; Town of Ladysmith; and Electoral Areas A – Mill Bay/Malahat; B – Shawnigan Lake; C – Cobble Hill; D – Cowichan Bay; E – Sahtlam/Glenora/Cowichan Station; F – Cowichan Lake South/Skutz Falls; G – Saltair/Gulf Islands; H – North Oyster/Diamond; and I – Youbou/Meade Creek.

5. METHOD OF COST RECOVERY

The annual cost of providing this service shall be recovered by one or more of the following:

- (a) property value taxes requisitioned and collected on the basis of the net taxable value of land and improvements within the service area;
- (b) the imposition of fees and other charges that may be fixed by separate bylaw; and
- (c) revenues raised by other means authorized by the *Local Government Act* or another Act.

6. MAXIMUM REQUISITION

The maximum amount of money that may be requisitioned annually in support of this service shall be the greater of \$590,000. or an amount equal to the amount that could be raised by a property value tax of \$.04715 per \$1,000. of net taxable value of land and improvements within the service area.

READ A FIRST TIME this _____ day of _____, 2010.

READ A SECOND TIME this _____ day of _____, 2010.

READ A THIRD TIME this _____ day of _____, 2010.

I hereby certify this to be a true and correct copy of Bylaw No. 3359 as given Third Reading on the _____ day of _____, 2010.

Corporate Secretary

Date

APPROVED BY THE INSPECTOR OF MUNICIPALITIES this _____ day
of _____, 2010.

ADOPTED this _____ day of _____, 2010.

Chairperson

Corporate Secretary



C·V·R·D

R5

STAFF REPORT

**ENGINEERING & ENVIRONMENTAL SERVICES COMMITTEE MEETING
OF JULY 28, 2010**

DATE: July 28, 2010

FILE NO: 5600-30-SL/05

FROM: Kate Miller, Manager, Regional Environmental Policy Division

SUBJECT: Shawnigan Lake Water Quality research project

Recommendation:

That the CVRD Chair and Corporate Secretary be authorized to sign a 5-year contract to enter a partnership with Asit Mazumder to undertake a research project for Shawnigan Lake water quality entitled "Climate Impacts and Adaptation for Waterborne Pathogens and Sustainable Clean and Healthy Water for Communities".

Purpose: To obtain Board authorization for the contract noted above.

Financial Implications: This program will be fully funded from the South Cowichan Water study function, which covers Electoral Areas A,B,C and D. It is for a five-year research contract. The funds are entirely derived from the function. The total value of the contract is a cash contribution of \$125,000 over the five years, as well as an estimated \$15,000 annually of CVRD staff in-kind contributions. This funding and in-kind contribution will be used to leverage an additional (minimum) \$200,000 in National Sciences and Engineering Research Council of Canada (NSERC) value to our regional project.

Interdepartmental/Agency Implications: This research program meshes with a number of water and land based programs currently ongoing and proposed.

Background: This ongoing program is a core component of the South Cowichan Water Study

Submitted by,

for:

Kate Miller, Manager
Regional Environmental Policy Division

General Manager Approval:

Brian Dennison, P. Eng.,
Engineering & Environmental Services

KM:jlb

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R6

**ENGINEERING & ENVIRONMENTAL SERVICES COMMITTEE MEETING
OF JULY 28, 2010**

DATE: July 16, 2010 **FILE NO:** 1855-03-CowBayWaterworks
FROM: Louise Knodel-Joy, Senior Engineering Technologist
SUBJECT: Application for Infrastructure Study Grant on behalf of Cowichan Bay Waterworks District

Recommendation:

That it be recommended to the Board that the Cowichan Valley Regional District approve submission of a Provincial Infrastructure Study Grant Application, on behalf of Cowichan Bay Waterworks District, subject to a higher priority being assigned to CVRD applications.

Purpose:

To provide the Committee with information regarding submission of a Provincial Infrastructure Study Grant application, on behalf of Cowichan Bay Waterworks District.

Financial Implications: not applicable

Interdepartmental/Agency Implications: Ministry of Community Services and Cowichan Bay Waterworks District.

Background:

According to the Ministry of Community Services – Municipal Financial Services Branch, Improvement Districts are not eligible to receive Provincial Infrastructure Study Grants and therefore an application by Cowichan Bay Waterworks District must be submitted by the CVRD on their behalf.

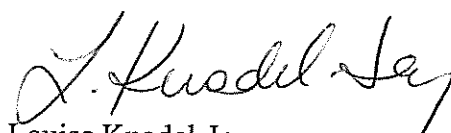
In the attached letter dated July 12, 2010, Cowichan Bay Waterworks are requesting that the CVRD submit, on their behalf, a the grant application for a \$7500 study grant in order to contract a consultant to prepare a Rate Review and Financial Plan.

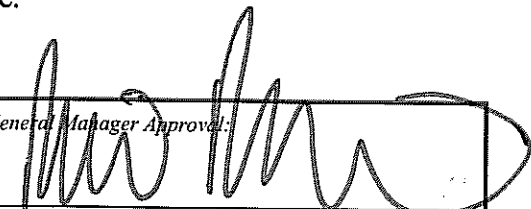
The CVRD has already applied for the following study grants for the August 11, 2010 intake:

- Honeymoon Bay Micro Energy Recovery Program
- Sylvania Water System Feasibility Study

The next intake is expected in December 2010. During the last grant intake, the CVRD submitted two applications for study grants, but was only awarded one.

Submitted by,


Louise Knodel-Joy
Senior Engineering Technologist


General Manager Approval:
Brian Dennison, P. Eng.
Engineering & Environmental Services



Cowichan Bay Waterworks District

1760 Pavenham Road, Cowichan Bay, British Columbia V9R 1N1

Ph: (250) 748-1687

Fax: (250) 748-1627

E-mail: cbwater@telus.net

July 12, 2010

JUL 16 2010

JUL 16 2010

Engineering &
Environmental Services
Cowichan Valley Regional District
175 Ingram Street
Duncan, BC V9L 1N8

ATTN: Mr. Brian Dennison, P. Eng.
Manager, Engineering Services

Original:	Copies to:
Board	BWDD
Comm (for s)	UKJ
Directed by:	Date:
File #	

RE: Local Government Infrastructure Planning Grant Application

Dear Mr. Dennison:

I am writing to you on behalf of the Board of Trustees for the Cowichan Bay Waterworks District.

Our District has recently completed a Tangible Capital Asset Inventory and Valuation review, developed an Asset Replacement Schedule, and a Five Year Financial Plan, in order to determine whether revenues through water tolls and taxes are sufficient to provide for infrastructure renewal in the coming years. The District now wishes to develop a new rate structure based on widely accepted best practices, with a focus on water conservation.

One approach to promoting water conservation involves price signaling. The District is interested in reviewing the rate structure in part to explore the potential for sending pricing signals to the different customer groups to promote and encourage economizing in certain instances of water use. While the District wishes to reduce consumption, any reduction in revenues should not be more than the cost saving incurred in producing less finished water. In order to complete this project the District would contract with a professional water solutions company specializing in rate modeling.

Under the Ministry of Community and Rural Development, Local Government Infrastructure Planning Grant Program, Cowichan Bay Waterworks District would like to apply for a \$7500 grant to undertake the above Review and Plan. We realize that as an Improvement District we are unable to make application directly to the Ministry. We are therefore respectfully requesting that the Cowichan Valley Regional District submit application on our behalf.

If you have any questions regarding this letter, please contact the undersigned. We would like to thank the CVRD Board of Directors for considering our application letter and look forward to hearing from you in the near future.

Yours truly,

Sandra Neilly

Sandra Neilly,
District Administrator

**R7**

STAFF REPORT

ENGINEERING & ENVIRONMENTAL SERVICES COMMITTEE MEETING OF JULY 28, 2010

DATE: July 22, 2010

FILE No: 5360-20-OPS/01

FROM: Christina Ross, Environmental Resource Assistant

SUBJECT: Evaluation of Styrofoam Recycling Options

Recommendation:

- 1) That the CVRD implement collection of Styrofoam for recycling at CVRD depots in the Fall 2010,
- 2) The CVRD offer collection of Styrofoam at no charge, and further
- 3) That the CVRD purchase the XT200 EPS densifier for the purpose of implementing a Styrofoam Recycling Program.

Purpose: To evaluate the feasibility of implementing Styrofoam recycling options at CVRD recycling depots.

Financial Implications: Capital investment of \$30,000, plus operating expenses. Potential cost savings of up to \$ 50, 612.24 annually.

Interdepartmental/Agency Implications: N/A

Background: There are several benefits to recycling Styrofoam, including, reducing the amount of Styrofoam we send to export each year, environmental responsibility as well as reducing a dependence on a non-renewable resource. Styrofoam recycling will support the Zero Waste Initiative adopted in 2002, set a standard for other regional districts and further strengthen the CVRD's position as a leader in solid waste management (SWM).

Styrofoam is a light-weight foam product formed from Polystyrene (#6 plastic), and is most commonly used in food and beverage containers and packaging products. There are two types of Polystyrene, rigid and expanded. Expanded Polystyrene is known as Styrofoam. For the majority of consumers, Styrofoam is regarded as a one-time use product, thus large quantities of it are disposed of on a regular basis. In the past, the light-weight nature of this product has made recycling difficult as significant quantities must be collected in order to achieve economies of scale.

According to the Solid Waste Composition Study, undertaken by the Capital Regional District (CRD) in 2004, all plastics make up about 14% (or 20,631 tonnes) of the waste received at the Hartland Landfill each year. This is comparable to research done at the Regional District of Nanaimo (RDN), which estimates that plastics comprise approximately 12% of the total waste stream. According to the CRD study about 1.8% of total plastics come from Polystyrene. CVRD staff estimate that approximately half of all Polystyrene received appears in its expanded form, thus Styrofoam is estimated to comprise approximately 0.9 % of Plastics exported to landfill.

Based on 2009 disposal figures, staff estimate that the CVRD exports approximately 31 tonnes of Styrofoam annually. The charge for shipping this Styrofoam to the landfill is estimated to be approximately \$ 50, 000 per year.

Although limited options for recycling Styrofoam do exist in the CVRD, there are currently none available to the broader public. Current recycling options include:

- The Cowichan Recyclists pick up limited quantities of Styrofoam for recycling from local homes and businesses under private contract;
- Walmart and London Drugs accept packaging from consumer products sold from their stores;
- UPS, and similar companies, accept packing chips for reuse.

Discussion: Offering Styrofoam collection at CVRD depots provides a convenient option for the diversion of this material to the general public and local businesses. Styrofoam diversion also provides good recycling 'optics' for the CVRD, as the material is highly visible in today's society and widely perceived as a problem by the general public. By implementing Styrofoam recycling we may have an opportunity to generate revenue through the sale of condensed Styrofoam piles as well as significantly reduce costs on shipping.

The most feasible option for implementing a Styrofoam recycling program is to purchase our own Styrofoam (EPS) densifier, to process the material in-house. Diverting Styrofoam from disposal as waste will result in significant savings in waste export costs.

The machine being considered is sold by RecycleTech, located in New Jersey. They offer the XT200 EPS densifier, which processes 90 kg per hour and costs approximately \$30,000. This model uses a method of extrusion and can densify Styrofoam at ratios of up to 90:1. Potential revenues are between 0.10 and 0.15 cents per pound. Table 1 shows the differences between possible diversion rates and the cost-savings potential if a diversion program is implemented.

Table 1: Styrofoam Feasibility Analysis				
With a 30% Diversion Rate	With a 50% Diversion Rate	With a 70% Diversion Rate	With a 100% Diversion Rate	Notes
31	31	31	31	Estimated Annual Tonnage of Styrofoam Shipped to Landfill ¹
30%	50%	70%	100%	Percentage of Styrofoam Diverted
\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	Shipping Costs per Trailer to Washington State (Flat Rate)
24.5	24.5	24.5	24.5	Average weight of Trailer (Tonnes)
9.3	15.5	21.7	31	Potential Tonnage Diverted ²
0.38	0.63	0.89	1.27	Annual Trailers Shipped Based on Weight ³
6.07	10.12	14.17	20.24	Annual Trailers Shipped Based on Volume ⁴
\$15,183.67	\$25,306.12	\$35,428.57	\$50,612.24	Annual Cost Savings Based on Volume ⁵

¹ Based on the average of CRD and NRD figures.

² Determined by taking the CVRD's annual tonnage for Styrofoam, which is approximately 31 tonnes, and dividing it by the percentage diverted.

³ Determined by taking the CVRD's potential tonnage diverted divided by an average trailers weight of 24.5 tonnes.

⁴ Determined by taking the CVRD's annual trailers shipped based on weight and multiplying it by the density of consumer Styrofoam which is approximately 16 kg/m³ (resulting in a Styrofoam vs Garbage ratio of, by volume, of 16:1).

⁵ Determined by taking the Annual trailers shipped based on volume and multiplying that by shipping costs per trailer to Washington State.

Table 2 illustrates potential costs associated to purchasing the equipment, labor, and annual maintenance. Compared to the potential savings through implementation of Styrofoam diversion, the related costs seem nominal, and capital costs can be obtained through the current Operations budget.

Table 2: Capital Costs	
Purchasing Equipment	\$30,000.00
1 ft. labourer assuming operation of equipment is 4x per month	\$726.40
Annual Maintenance	\$2,400.00
Total	\$33,126.40

If implemented, Styrofoam recycling will be offered at our depots in the same manner as other recycling options. Residents will travel to one of our depots and dispose of it in a container. When the bin is full a staff member will then sort the Styrofoam and process it through the machine. The product will be shipped out for processing; RecycleTech has expressed an interest for buying back this product at the aforementioned rate.

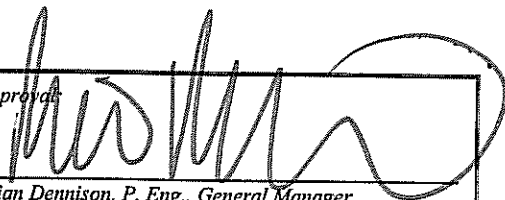
Implementation of this program could begin as early as fall 2010. Implementation will be accompanied by an initial focus on education for local residents and businesses, with associated emphases on the program to appear in regular CVRD advertising throughout the fall. Once the program is well established, the committee may wish to consider an amendment to Bylaw No. 2108 to ban Styrofoam from disposal as garbage. Such a ban could potentially be implemented within one to two years of the program start date.

Submitted by,

Christina Ross

Christina Ross
Environmental Resource Assistant

CR:jlb

Approval

Brian Dennison, P. Eng., General Manager,
Engineering & Environmental Services



C·V·R·D

STAFF REPORT

R8

ENGINEERING AND ENVIRONMENTAL SERVICES COMMITTEE MEETING OF JULY 28, 2010

DATE: July 21, 2010

FILE NO: 2240-20-SLSchoolCVRD

FROM: Gord Bonekamp, Senior Engineering Technologist

SUBJECT: Partnership Agreement – Shawnigan Lake School

Recommendation:

That it be recommended that the Board accept the Partnership Agreement between the Shawnigan Lake School and the CVRD, and further that the Board Chair and Corporate Secretary be authorized to sign the agreement.

Purpose: To review and ratify the Partnership Agreement between the CVRD and the Shawnigan Lake School, which covers the costs, ownership and usage of Well B located on Lot 1, Plan VIP81502 within the ROW Plan VIP69922.

Financial Implications: All costs for developing the well, designing, constructing the infrastructure, and bringing the well supply line to the edge of the schools property line will be paid for by the Shawnigan Lake School.

The remaining costs to tie the well supply line into the Ingot Road Water Treatment Plant from the School's property will be paid for by the Shawnigan Lake North Water system. These costs, which are estimated to be \$100,000 will be funded through the approved Community Works Funds projects, \$67,000 and \$33,000 from reserve funds.

Once completed and operational, all operation and maintenance costs will be incorporated as part of the Shawnigan Lake North Water System's operational budget.

Interdepartmental/Agency Implications: n/a

Background: The CVRD has statutory rights-of-way over two wells in Shawnigan, (Wells A and B), on property owned by Shawnigan Lake School. These rights-of-way provide the CVRD with ownership to the wells along with the ability to construct and develop the wells. Access to the wells was made possible at the time by way of Chickadee Road, which has since been closed and title turned over to Shawnigan Lake School, thereby rendering the wells landlocked to the CVRD and without legal access to the right-of-way.

CVRD staff have negotiated a partnership agreement with the Shawnigan Lake School, which would see the CVRD transfer ownership of the wells to the School. Under this agreement, Shawnigan Lake School will provide a statutory right-of-way to the CVRD over their property to provide access to the wells and pipe works to the north boundary of the property. This will allow the CVRD to supplement the water source supply for the Shawnigan Lake North Water System.

Under this agreement, Shawnigan Lake School will construct, install and develop and maintain the works, as well as deliver, without cost to the CVRD, untreated water that is in excess of Shawnigan's reasonable daily domestic requirements.

Of the first 86,000 gallons (U.S.) per day produced by the wells, Shawnigan Lake School will be entitled to two thirds and the CVRD one third of the total water. Of the next 172,000 gallons (U.S.) produced by the wells, Shawnigan Lake School will be entitled to three quarters and the CVRD to one quarter of the total. It is anticipated that this will meet the CVRD's water requirements at the Ingot Street water treatment building for the foreseeable future.

If water delivered to the CVRD under this agreement is interrupted or diminished below these levels, Shawnigan School will be required to immediately repair the works to restore water delivery to the CVRD.

In summary, this agreement provides a benefit for the Shawnigan Lake North Water System, as well as the Shawnigan Lake School, and provides a needed, cost-effective supplement to the water utility supply. By negotiating a right-of-way access to the well, the CVRD will continue to maintain access to the wells, should the School fail to fulfill its obligations under the agreement anytime in the future.

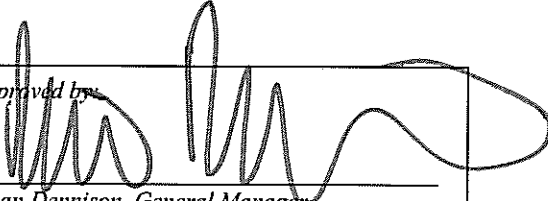
Submitted by,



Gord Benekamp
Senior Engineering Technologist

GB:jlb

File: Z:\Shawnigan Lake School Well\Shawnigan Well Agreement June 2010.doc



Approved by
Brian Dennison, General Manager
Engineering and Environmental Services

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

PAGE 1 OF 4 PAGES

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

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

STAPLES MCDANNOLD STEWART

Barristers & Solicitors

2nd Floor, 837 Burdett Avenue

Victoria

BC V8W 1B3

Tel: (250) 380-7744

Fax: (250) 380-3008

File: 130 0897/PJ/jr/(ads)

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

027-975-215

**LOT 1, SECTIONS 3, 4 AND 5, RANGES 2 AND 3, SHAWNIGAN DISTRICT,
 PLAN EPP3039**

Deduct LTSA Fees? Yes ☒

STC? YES ☐

3. NATURE OF INTEREST

SEE SCHEDULE

CHARGE NO.

ADDITIONAL INFORMATION

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

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

(b) ☒ Express Charge Terms Annexed as Part 2

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

5. TRANSFEROR(S):

SHAWNIGAN LAKE SCHOOL FOUNDATION (INC. NO. S-0034638)

ROYAL BANK OF CANADA (AS TO

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

COWICHAN VALLEY REGIONAL DISTRICT

175 INGRAM STREET

DUNCAN

V9L 1N8

BRITISH COLUMBIA

CANADA

7. ADDITIONAL OR MODIFIED TERMS:

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

Officer Signature(s)

Execution Date

Y	M	D

Transferor(s) Signature(s)

**SHAWNIGAN LAKE SCHOOL
 FOUNDATION by its authorized
 signatory(ies)**

Name: _____

Name: _____

(as to both signatures)

OFFICER CERTIFICATION:

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

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

PAGE 2 OF 4 PAGES

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Y M D

COWICHAN VALLEY REGIONAL
DISTRICT by its authorized signatories

Name:

(as to both signatures)

Name:

OFFICER CERTIFICATION:

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

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

PAGE 3 OF 4 PAGES

Officer Signature(s)

Execution Date

Y M D

Transferor / Borrower / Party Signature(s)

(as to priority)
ROYAL BANK OF CANADA by its
authorized signatory(ies)

Name:

(as to both signatures)

Name:

OFFICER CERTIFICATION:

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

LAND TITLE ACT
FORM E

SCHEDULE

PAGE 4 OF 4 PAGES

NATURE OF INTEREST

Statutory Right of Way

CHARGE NO.

ADDITIONAL INFORMATION

Over that part shown on Plan EPP7058

NATURE OF INTEREST

Priority Agreement

CHARGE NO.

ADDITIONAL INFORMATION

Granting the Statutory Right of Way with one registration number less than this priority agreement priority over Mortgage EX28271 and Assignment of Rents EX28272; paragraph 5.1, page 9

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

TERMS OF INSTRUMENT - PART 2

WHEREAS:

- A. The Transferor is the registered owner in fee simple of the following land in the Province of British Columbia:

PID 027-975-215

Lot 1, Sections 3, 4 and 5, Ranges 2 and 3, Shawnigan District, Plan EPP3039

(the "**Lands**")
- B. The Transferee is the Cowichan Valley Regional District;
- C. This Right of Way is necessary for the operation and maintenance of the Transferee's undertaking as described in Recital D;
- D. To facilitate the installation of a system of waterworks including all related pipes, valves, fittings, facilities, equipment, power lines, wires, pumps, buildings, kiosks, and appurtenants (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;
- E. The Transferor and the Transferee have as of this date executed an agreement with respect to the sharing and distribution of domestic water produced from a well located upon the Lands, a copy of which agreement is attached hereto as Schedule "A";

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

1.0 THE TRANSFEROR:

- 1.1 grants, conveys, confirms and transfers, in perpetuity, to the Transferee the full, free and uninterrupted right, license, liberty, privilege, easement, permission and right of way, at the Transferee's cost, to lay down, install, erect, construct, entrench, operate, maintain, repair, inspect, alter, remove, replace, bury, cleanse, string, and otherwise establish one or more systems of Works upon, over, under and across that part of the Lands shown outlined in bold on the Statutory Right of Way Plan prepared by Gerald W. Lindberg, BCLS, filed in the Land Title Office under Plan No. EPP7058, a reduced copy of which is attached to this Agreement as Schedule "B";

- 1.2 covenants and agrees to and with the Transferee that the Transferee shall:
- (a) for itself and its agents, workers, contractors and all other licensees of the Transferee;
 - (b) together with machinery, vehicles, equipment, and materials;
 - (c) upon, over, under and across the Right of Way;
 - (d) as may be necessary, useful, or convenient for the purposes in section 1.1; and
 - (e) in connection with the operations of the Transferee in relation to the Works or other works of the Transferee on adjacent land;

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

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 within 3 metres of the Works;
- 2.2 not to do anything that in any way interferes with or damages or prevents access to or is likely to cause harm to the Works installed in or upon the Right of Way;
- 2.3 not to do or knowingly permit to be done any act or thing which will interfere with or injure the Works and in particular, without limitation, will not carry out any blasting on the Right of Way without the consent in writing of the Transferee, and consent shall not be unreasonably withheld;
- 2.4 not to substantially add to or diminish the soil cover over any of the Works installed in the Right of Way and in particular, without limitation, will not construct open drains or ditches along or across any of the Works installed in the Right of Way without the consent of the Transferee, and consent shall not be unreasonably withheld;
- 2.5 from time to time and at all times at the reasonable request and at the cost of the Transferee to do and execute or cause to be made, done or executed any further and other lawful acts, deeds, things, devices, conveyances and assurances in law required to ensure the Transferee of its rights under this Agreement;

3.0 THE TRANSFEE COVENANTS:

- 3.1 not to bury any debris or rubbish of any kind in excavations or backfill on the Right of Way, and to remove shoring and similar temporary structures as backfilling proceeds;
- 3.2 except with the written consent of the Transferor, not to construct any Works (other than

such Works as may be necessary or convenient to permit the Transferee's access across the Right of Way with workers and equipment) within that part of the Right of Way lying to the south and east of the area of the Lands designated as Area "B" on Plan VIP84660 completed by Gerald W. Lindberg and deposited in the Victoria Land Title Office on March 11, 2008;

- 3.3 to thoroughly clean all lands to which it has had access under this Agreement of all rubbish and construction debris created or placed on the Right of Way by the Transferee and to leave such lands in a neat and clean condition;
- 3.4 as soon as weather and soil conditions permit, and as often as it may exercise this right of entry to the Right of Way, to replace the surface soil as nearly as may be reasonably possible to the same condition as it was prior to the entry, in order to restore the natural drainage to the Lands. This shall not require the Transferee to restore any trees or other surface growth, but the Transferee shall leave the Lands in a condition which will not inhibit natural regeneration of that growth;
- 3.5 as far as reasonably possible, to carry out all work in a proper and workmanlike manner so as to do as little injury to the Lands as possible;
- 3.6 to make good at its own expense damage or disturbance which may be caused to the Lands in the exercise by the Transferee of its rights under this Agreement except as permitted under this Agreement;
- 3.7 as far as reasonably possible, to restore any fences, lawns or flower beds, at its cost as nearly as may be reasonably possible to the same condition that they were in prior to any entry by the Transferee upon the Lands;

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

- 4.1 In spite of any rule of law or equity to the contrary, the Works brought on to, set, constructed, laid, erected in, upon or under the Right of Way by the Transferee shall at all times remain the property of the Transferee, even if the Works are annexed or affixed to the freehold, and the Works shall at any time and from time to time be removable in whole or in part by the Transferee;
- 4.2 In the event that the Transferee abandons the Works or any part of them, the Transferee may, if it so elects, leave the whole or any part of the Works in place and if so abandoned the Works, or part thereof, shall become the property of the Transferor;
- 4.3 No part of the title in fee simple to the Lands of the Transferor shall pass to or be vested in the Transferee under or by virtue of this Agreement, and the Transferor may fully use and enjoy all of the Lands of the Transferor subject only to the rights and restrictions in this Agreement;
- 4.4 The Transferor acknowledges that (a) these Covenants are enforceable against the Transferor and their successors in title, but (b) the Transferor is not personally liable for breach of these Covenants after the Transferor has ceased to be the owner of the Lands;

- 4.5 If at the date hereof the Transferor is not the sole registered owner of the Lands of the Transferor, this Agreement shall nevertheless bind the Transferor to the full extent of its interest therein, and if they acquire a greater or the entire interest in fee simple, this Agreement shall likewise extend to such after-acquired interests;
- 4.6 Where the expression "Transferor" includes more than one person, all covenants made by the Transferor shall be construed as being several as well as joint with respect to all persons constituting the Transferor;
- 4.7 This Agreement shall continue to benefit and be binding upon the Transferor and Transferee, and their respective heirs, administrators, executors, successors and permitted assigns, as the case may be;
- 4.8 Gender specific terms include both genders and corporations, and the singular and plural forms are interchangeable, according to the context;

5.0 PRIORITY AGREEMENT

- 5.1 Royal Bank of Canada, as the registered holder of charges by way of Mortgage and Assignment of Rents against the within described property, which said charges are registered in the Land Title Office at Victoria, British Columbia, under numbers EX28271 and EX28272, respectively, (collectively the "Charges") 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 the within Statutory Right of Way shall be a charge upon the Lands in priority to the Charges in the same manner and to the same effect as if it had been dated and registered prior to the Charges.

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

SCHEDULE "A"

THIS AGREEMENT dated the _____ day of _____, 2010.

BETWEEN:

SHAWNIGAN LAKE SCHOOL FOUNDATION, (Inc. No. S-0034638), 1975 Renfrew Road, Shawnigan Lake, British Columbia, V0R 2W1

(hereinafter called "**Shawnigan**")

OF THE FIRST PART

AND:

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

(hereinafter called "**the CVRD**")

OF THE SECOND PART

WHEREAS:

A. Shawnigan is the registered Owner in fee-simple of all and singular that certain parcel or tract of land and premises situated lying and being in the CVRD, and more particularly known and described as:

Parcel Identifier No. 027-975-215
Lot 1, Sections 3, 4 and 5, Ranges 2 and 3,
Shawnigan District, Plan EPP3039

(hereinafter called the "**Land**").

B. By statutory right of way ES26437 (the "**Right of Way**"), registered against the Land, all proprietary interest in certain well and water pipes located on the Land is confirmed to be in favour of the CVRD;

C. Shawnigan desires to develop, use and maintain, for the benefit of both Shawnigan and the CVRD, for domestic water use purposes, a well site situate on the Land;

D. As a term and condition of this Agreement and as a result of Shawnigan's covenants herein, the CVRD has agreed to deliver to Shawnigan a registerable release of the Right of Way;

E. As a further term and condition of this Agreement and as a result of the CVRD's covenants herein, Shawnigan has agreed to grant a statutory right of way over the Land on the terms attached to this Agreement, subject to and on the conditions set out herein;

F. Shawnigan and the CVRD have agreed to enter into this Agreement with respect to the development and maintenance of a domestic water well system on the Land, and for the delivery, without cost to the CVRD, of untreated water that is in excess of Shawnigan's reasonable daily domestic requirements.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the agreements herein contained and other good and valuable consideration (the receipt and sufficiency which is hereby

SRW Terms June1 CLEAN with sched.doc

acknowledged) the CVRD and Shawnigan do hereby covenant and agree as follows:

1. In this Agreement:
 - (a) "Well Area" means that portion of the Land designated in red as Area "B" on Plan VIP84660, completed by Gerald W. Lindberg and deposited in the Victoria Land Title and Survey Authority office on March 11, 2008, a reduced copy of which is attached hereto as Appendix A;
 - (b) "Well Works" means such water well, well houses and covers, water pipes and pipes and incidental equipment (including overhead or underground electrical and alarm systems to service the water system) as are now or hereinafter installed in on or under the Well Area;
 - (c) "Pipe Areas" means those portions of the Land on or in which Pipe Works are installed;
 - (d) "Pipe Works" means such water pipes and other pipes and incidental equipment as are now or hereinafter installed in, on or under the Pipe Areas;
 - (e) "Replacement Right of Way" means the statutory right of way pursuant to Section 218 of the *Land Title Act*, in recital E of which Replacement Right of Way this agreement is referred to, and to which a copy of this agreement is attached thereto as a schedule; and
 - (f) "Works" means collectively the Well Works and the Pipe Works.
2. Shawnigan will forthwith at its sole cost undertake all engineering, hydrological and other tests and studies as may be necessary to determine the potability, suitability and volume of flow of domestic water potentially available from the Wells. Shawnigan will forthwith upon receipt share with the CVRD the results of all such tests and studies, including of the Pipe Works to be installed for the purpose of delivering the water from the Wells to the CVRD.
3. Shawnigan shall be solely responsible for all costs relating to, and agrees to construct, maintain, repair, renew, restore, replace, remove, clean and otherwise service any or all of the Works located on the Land in order to allow and cause water to be delivered to and for the benefit of Shawnigan and the CVRD.
4. Shawnigan and the CVRD agree to share, and Shawnigan agrees to deliver, any domestic water to be pumped from the Wells pursuant to the following ratios:
 - (a) the first 86,400 gallons (U.S.) per day produced by the Wells shall be shared as follows:

Shawnigan:	2/3
CVRD:	1/3
 - (b) the next 172,800 gallons (U.S.) (for clarification, from 86,401 gallons (U.S.) per day to 172,800 gallons (U.S.) per day) produced by the Wells shall be shared as follows:

Shawnigan:	3/4
CVRD:	1/4
5. All water delivered by Shawnigan to the CVRD shall be untreated.
6. Shawnigan will cause to be installed on the Land a water pipe or water pipes and incidental equipment as may be necessary ("the delivery works") to ensure delivery of the water to be delivered to the CVRD pursuant to paragraph 4 of this agreement. The delivery works shall be placed in on or under the Land as Shawnigan may in its discretion determine, subject to compliance with paragraph 8 of this agreement, and shall deliver water to the CVRD to a location on the north boundary of the Lands mutually agreeable between and first determined by

Shawnigan and the CVRD.

7. If water being delivered to the CVRD is interrupted or diminished below levels required herein, other than by diminished flow volumes, Shawnigan will immediately repair or cause to be repaired the Works and the delivery works or any portion thereof as may be required to restore such water delivery, without any cost to or contribution from the CVRD.
8. Shawnigan shall construct, install, develop and maintain the Works only in a manner consistent with all applicable municipal, provincial or federal statutes, regulations and bylaws, and Shawnigan will first obtain any requisite permits or authorizations as may be required by any municipal, provincial or federal authority, including the provisions of the DWPA and regulations thereunder.
9. Upon the execution of this Agreement by Shawnigan and the CVRD, the CVRD shall cause to be registered in the Victoria Land Title and Survey Authority a registerable release and discharge of the Right-of-Way and to provide Shawnigan with confirmation of discharge in due course. Concurrently with the release and discharge of the Right of Way, Shawnigan agrees to grant and register in favour of the CVRD the Replacement Right of Way over the Land, in priority to all financial charges.
10. Shawnigan will not do, or fail to do, nor permit or allow any act or omission to occur on the Land, nor make use of the Land in any way which interferes with the rights of the CVRD under this Agreement, and further, Shawnigan will not make any use of the Land nor permit any act upon the Land which will cause contamination of the untreated water to be delivered to the CVRD hereunder. Notwithstanding the terms of the Replacement Right of Way, CVRD agrees that for so long as Shawnigan remains the owner of the legal and beneficial interest in and to the Land, and further so long as Shawnigan continues to fulfill and perform all of its obligations under this Agreement, the CVRD shall not enter upon the Land in order to exercise any of its rights under the Replacement Right of Way.
11. Shawnigan and the CVRD shall each, upon reasonable request of the other, make, do, execute or cause to be made done or executed all such further and other lawful acts, deeds and documents which may be reasonably necessary to give proper effect to the intent of this Agreement.
12. Shawnigan may continue to use the Land for all purposes not inconsistent with this Agreement.
13. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
14. This Agreement shall be interpreted according to the laws of the Province of British Columbia.
15. 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.
16. This Agreement may be executed in any number of original or fax counterparts, with the same effect as if both parties had signed the same document, and will become effective when one or more counterparts have been signed by all of the parties.

THIS AGREEMENT has been signed the day and year first above written.

SHAWNIGAN LAKE SCHOOL
FOUNDATION, by its authorized
signatory(ies):

Print Name: _____

Print Name: _____

COWICHAN VALLEY REGIONAL
DISTRICT, by its authorized
signatory(ies):

Print Name: _____

Print Name: _____

MS A : 331 03413238



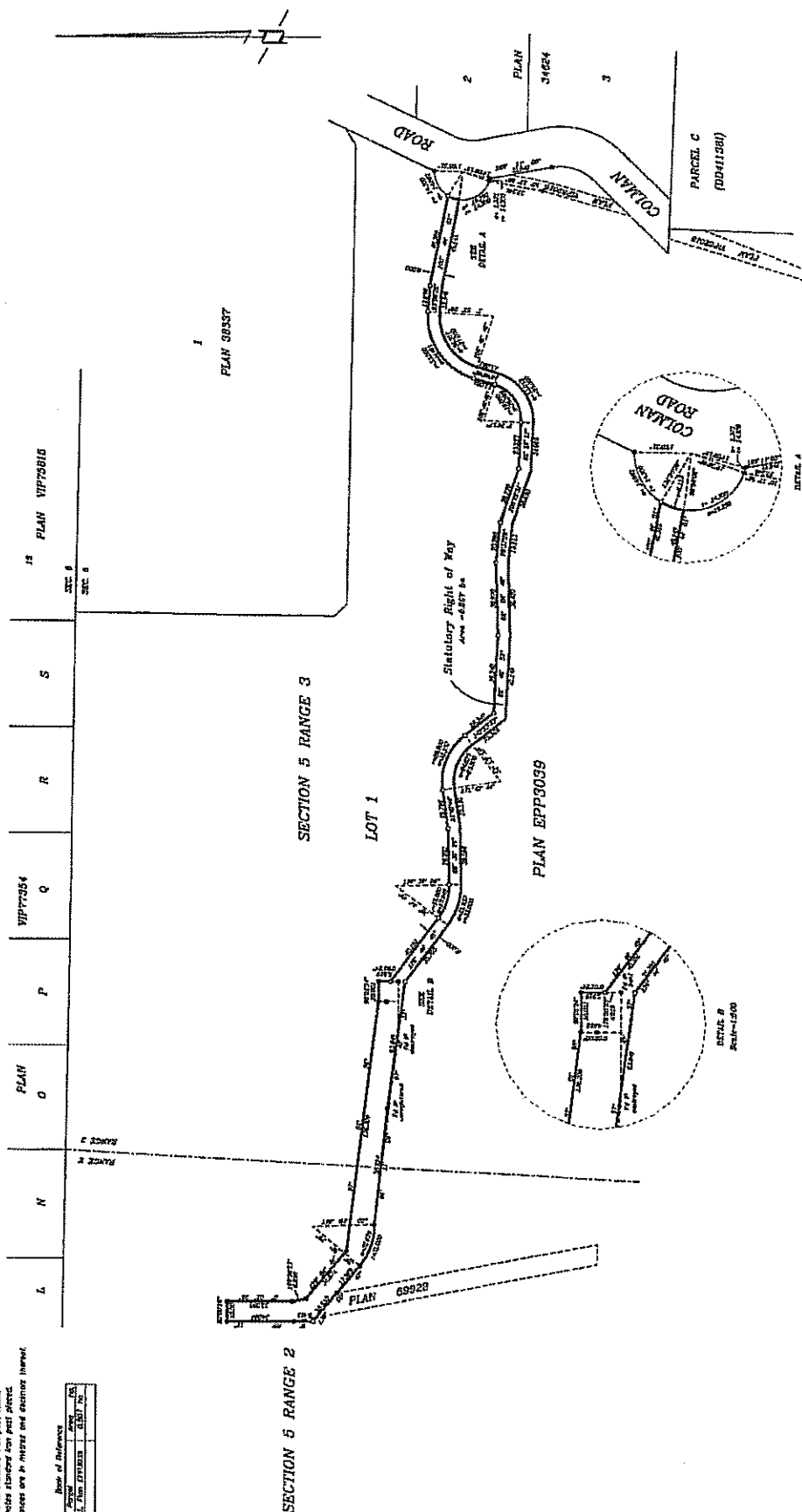
STATUTORY RIGHT OF WAY PLAN OF PART OF LOT 1, OF SECTIONS 3, 4 AND 5, RANGES 2 AND 3, SHAWNEGAN DISTRICT, PLAN EPP9039 Pursuant to Section 113 of the Land Title Act.

DRAFT PLAN



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