

REGULAR AGENDA

10/2013/R



The Corporation of the Village of Cumberland

Regular Council Meeting
March 25th, 2013 at 5:30 p.m.
Village Council Chambers

1. Approval of Agenda

- 1.1 Agenda for regular council meeting, March 25th, 2013.
Recommend THAT Council approve the agenda for the regular council meeting, March 25th, 2013.

2. Adoption of Minutes

- 2.1 Minutes of the council meeting held March 11th, 2013. 1
Recommend THAT Council approve the minutes of the council meeting held March 11th, 2013.
- 2.2 Minutes of the committee of the whole meeting held 9
March 11th, 2013.
Recommend THAT Council approve the minutes of the committee of the whole meeting held March 11th, 2013.

3. Delegations

- 3.1 Fabien Gendron, MNP 11
- The Corporation of the Village of Cumberland Audit Findings Report Year Ending December 31, 2012.
 - i) ***Recommend THAT Council receive the delegation of Fabian Gendron, MNP re: The Corporation of the Village of Cumberland Audit Findings Report Year Ending December 31, 2012; and***
 - ii) ***Recommend THAT Council approve the consolidated financial statements for the year ended December 31st, 2012.***
- 3.2 Linda Safford, Representative for the Council of Canadians, Comox Valley Chapter 47
- Phasing Out Bottled Water Sales in Municipal Facilities

- Council Resolutions July 9th, 2012.
Recommend THAT Council receive the delegation of Linda Safford, Representative for the Council of Canadians, Comox Valley Chapter re: Phasing Out Bottled Water Sales in Municipal Facilities.

4. Unfinished Business

- 4.1 LUSH Valley Roundtable on the Comox Valley Food System 53
Recommend THAT Council consider appointing a liaison to the Comox Valley Roundtable on the local food system.

5. Correspondence

- 5.1 Clinton Shane Ekdahl, Founder of “Day of the Honey Bee” 54
• British Columbia Day of the Honey Bee 2013
Recommend THAT Council receive the March 7th, 2013 correspondence from Clinton Shane Ekdahl, Founder of “Day of the Honey Bee” re: British Columbia Day of the Honey Bee 2013.
- 5.2 Debra Oakman, Chief Administrative Officer, Comox Valley Regional District 59
• Transit Future Plan – Terms of Reference
Recommend THAT Council receive the March 11th, 2013 correspondence from Debra Oakman, Chief Administrative Officer, Comox Valley Regional District re: Transit Future Plan – Terms of Reference.
- 5.3 Edwin Grieve, Chair, Comox Valley Regional District Board 70
• South Sewer Project – Initial Partner Meeting, March 26, 2013.
Recommend THAT Council receive the March 14th, 2013 correspondence from Edwin Grieve, Chair, Comox Valley Regional District Board re: South Sewer Project –Initial Partner Meeting, March 26, 2013.
- 5.4 George Hanson, President, Vancouver Island Economic Alliance 72
• 2013 Economic Summit – Host Community
Recommend THAT Council receive the March 19th, 2013 correspondence from George Hanson, President, Vancouver Island Economic Alliance re: 2013 Economic Summit.

- 5.5 Caroline Tymchuk, Treasurer, Cumberland and District Chamber of Commerce 74
- Annual Empire Week 2013 Market Day Event, Road Closures
- i) ***Recommend THAT Council receive the March 20th, 2013 correspondence from Caroline Tymchuk, Treasurer, Cumberland and District Chamber of Commerce re: Annual Empire Week 2013 Market Day Event.***
- ii) ***Recommend THAT Council allow the closure of Dunsmuir Avenue between First Street and Fourth Street on May 18th, 2013 from 7:00 am to 5:00 pm subject to Village of Cumberland receiving a copy of their insurance and staff being satisfied that the organizers have notified transit and emergency services regarding road closures.***
6. Reports
- 6.1 Lake Park: Contract Addendum 75
Prepared by Kevin McPhedran, Parks and Outdoor Recreation Coordinator
- i. ***Recommend THAT Council receive the Lake Park: Contract Addendum report.***
- ii. ***Recommend THAT Council enter into an addendum agreement with John E. Jones for the remaining term of the Lake Park contract ending December 31, 2014 for the purposes of clarifying terms and language regarding management and operation of the Cumberland Lake Park Campground and to authorize the Mayor and Chief Administrative Officer to execute the agreement.***
- 6.2 2013 Official Community Plan – Review & Revision: Status Report 96
Prepared by Judith Walker, Senior Planner
Recommend THAT Council receive the 2013 Official Community Plan – Review & Revision: Status Report.
- 6.3 Outstanding Action Items Report 98
Recommend THAT Council receive the Outstanding Action Items Report for information.
- 6.4 Electronic Funds and Cheque Register Report, February 2013 106
Recommend THAT Council receives the Electronic Funds and Cheque Register Report, February 2013 for information.

7. Bylaws

7.1 Carlisle Lane – 01-2012 Official Community Plan and Zoning Amendment Application 110

Prepared by Judith Walker, Senior Planner

- i) ***THAT “The Corporation of the Village of Cumberland Official Community Plan Amendment Bylaw No. 966, 2012” and “The Corporation of the Village of Cumberland Zoning Amendment Bylaw No. 967, 2012” be given first and second reading;***
- ii) ***THAT “The Corporation of the Village of Cumberland Phased Development Agreement (Carlisle Lane) Bylaw No. 983, 2013” be given first and second reading,***
- iii) ***THAT Council direct staff to refer the “The Corporation of the Village of Cumberland Official Community Plan Amendment Bylaw No. 966, 2012” to the following agencies:***
 - ☒ BC Assessment Authority
 - ☒ Agricultural Land Commission
 - ☒ Ministry of Community, Sport & Cultural Development
 - ☒ Ministry of Aboriginal Relations & Reconciliation
 - ☒ Ministry of Agriculture (Courtenay)
 - ☒ Ministry of Energy, Mines & Natural Gas
 - ☒ Ministry of Environment
 - ☒ Ministry of Forests, Lands & Natural Resource Operations (CR)
 - ☒ Ministry of Transportation and Infrastructure (Courtenay)
 - ☒ Environment Canada
 - ☒ Fisheries & Oceans Canada
 - ☒ VIHA (VI Health Authority)
 - ☒ K’omoks First Nations
 - ☒ City of Courtenay
 - ☒ Town of Comox
 - ☒ Comox Valley Regional District
 - ☒ School District No. 71
- iv) ***THAT Council directs staff to hold a public information meeting on Thursday April 11th, 2013 6:30-8pm in Council Chambers; and***
- v) ***THAT Council directs staff to schedule a public hearing on Monday April 29th, 2013 at 7pm. in Council Chambers.***

8. Consent Calendar

All matters listed here are considered to be routine and non-controversial and will be received by one motion. There will be no separate discussion of these items unless a member so requests, in which case the item will be

removed from the Consent Calendar and considered immediately after the adoption of the Consent Calendar.

- | | | |
|-----|--|-----|
| 8.1 | Lorne Finlayson & Mary Newcombe re: Backyard Chickens; | 174 |
| 8.2 | Elke Bibby re: Backyard Chickens petition; and | 175 |
| 8.3 | BC Mayors' Caucus re: BC Mayors' Caucus Terms of Reference | 180 |

Recommend THAT the Consent Calendar be received.

9. New Business

10. Notices, Motions and Amendments

Matters considered here may include notices or motions to hold a meeting of the Committee of the Whole, a Village Hall meeting, a public hearing, and notices of motion introduced by a council member.

- Official Community Plan Local Community Advisory Group meeting will be held on Wednesday, March 27th, 2013 at 5:00pm in the Village Council Chambers;
- Village of Cumberland Budget Open House will be held on Monday, April 15th, 2013 at 7:00pm in the Village Council Chambers.

11. Question Period

12. Closed Portion

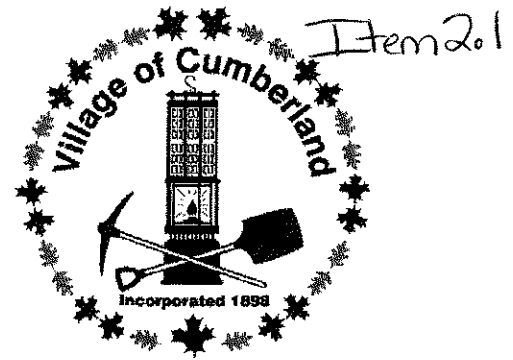
Recommend THAT pursuant to Section 90 (1) of the Community Charter Council close the meeting to the public to consider:

- Information that is prohibited, or information that if it were presented in a document would be prohibited, from disclosure under section 21 of the *Freedom of Information and Protection of Privacy Act*.

13. Adjournment

REGULAR MINUTES

08/2013/R



The Corporation of the Village of Cumberland

Regular Council Meeting
March 11th, 2013 at 5:30 p.m.
Village Council Chambers

Council Present:

Mayor Leslie Baird
Councillor Conner Copeman
Councillor Kate Greening
Councillor Roger Kishi
Councillor Gwyn Sproule

Staff Present:

Sundance Topham, Chief Administrative Officer
Michelle Mason, Financial Officer
Rob Crisfield, Manager of Operations
Rachel Parker, Deputy Corporate Officer
Judith Walker, Senior Planner

The meeting was called to order at 5:35 p.m.

1. Approval of Agenda

1.1 Agenda for regular council meeting, March 11th, 2013.

Motion 13-117

Greening/Sproule

THAT Council approve the agenda for the regular council meeting, March 11th, 2013 with the following amendments: addition to item 6.0, Schedule A site plan; item 7.2 correction to Bylaw 980; to *approve* item 9.2; and additional information to item 9.1.

Carried Unanimously

2. Adoption of Minutes

2.1 Minutes of the council meeting held February 25th, 2013.

Motion 13-118

Kishi/Sproule

THAT Council approve the minutes of the council meeting held February 25th, 2013.

Carried Unanimously

3. Delegations

3.1 Wendy Byrne, Manager of Financial Planning, Comox Valley
Regional District, Comox Valley Regional District Financial Plan Process

Motion 13-119

Copeman/Sproule

THAT Council receive the delegation of Wendy Byrne, Manager of Financial Planning Comox Valley Regional District re: Comox Valley Regional District Financial Plan Process

Carried Unanimously

- 3.2 Cynthia Fitton, Secretary for Board of Directors, LUSH Valley Food Action Society, Round Table on Comox Valley Local Food System.

Motion 13-120

Kishi/Greening

THAT Council accept the delegation of Cynthia Fitton, Secretary for Board of Directors, LUSH Valley Food Action Society re: Round Table on Comox Valley Local Food System.

Carried Unanimously

4. Unfinished Business

5. Correspondence

- 5.1 Jean Cameron, Chairperson, Cumberland Motorcycle Roundup Association, 5th Annual Cumberland Motorcycle Show & Shine and Poker Run, August 10 and 11, 2013

Motion 13-121

Greening/Sproule

THAT Council receive the December 17th, 2012 and the February 16th, 2013 correspondence from Jean Cameron, Chairperson, Cumberland Motorcycle Roundup Association re: 5th Annual Cumberland Motorcycle Show & Shine and Poker Run August 10 & 11, 2013.

Carried Unanimously

Motion 13-122

Greening/Sproule

THAT Council approve the following road closures for the 5th Annual Cumberland Motorcycle Show & Shine and Poker Run: on August 10, 2013 from 8 a.m. to 5 p.m. Dunsmuir Avenue from First Street to Fourth Street, Second Street from Derwent Avenue to the alley between Dunsmuir Avenue and Penrith Avenue, Third Street from Dunsmuir Avenue to Penrith Street; and on August 11, 2013 from 12 p.m. to 5 p.m. to reserve parking on Dunsmuir Avenue and Second Street, and to close Second Street from Dunsmuir Avenue to the alley between Dunsmuir Avenue and Penrith Avenue.

Carried Unanimously

Motion 13-123

Greening/Sproule

THAT Council approve an exemption to the noise bylaw on August 10, 2013 from 4 p.m. to 8 p.m. for a burnout pit at 2679 Beaufort Avenue for 5th Annual Cumberland Motorcycle Show & Shine and Poker Run and require that the Association provide advance notification to the surrounding residences of the increased noise and smoke during this time.

Carried Unanimously

- 5.2 Comox Valley Social Planning Society, Comox Valley Quality of Life Report Event

Motion 13-124

Sproule /Greening

THAT Council receive the March 6th, 2013 correspondence from the Comox Valley Social Planning Society re: Comox Valley quality of Life Report Event.

Carried Unanimously

6. Reports

- 6.0 Carlisle Lane – 01-2012 Official Community Plan and Zoning Amendment Application

Motion 13-125

Sproule /Kishi

THAT the Carlisle Lane staff report dated March 11, 2013, the Official Community Plan Amendment Bylaw No. 966 and the Zoning Amendment Bylaw No. 967 be received; THAT the Phased Development Agreement (PDA) Bylaw No. 983 with attached PDA be received.

Carried Unanimously

Motion 13-126

Sproule /Greening

THAT Council move into Committee of the Whole for informal discussion on Carlisle Lane – 01-2012 Official Community Plan, Zoning Amendment Application, and Phased Development Agreement.

Carried Unanimously

- 6.1 Comox Timber Limited Access Permit Report

Motion 13-127

Copeman/Kishi

THAT Council receives the Comox Timber Access Permit Report.
Carried Unanimously

Motion 13-128

Sproule /Kishi

THAT Council direct staff to enter into an agreement with Comox Timber Ltd. (commonly referred to as Hancock) for a period to the end of 2014 (approximately two years).

Carried Unanimously

6.2 Special Occasion Licence Workshop

Motion 13-129

Greening/Copeman

THAT Council receive the Special Occasion Licence Workshop Report for information.

Carried Unanimously

6.3 February 2013 Recreation Department Report

Motion 13-130

Copeman/Sproule

THAT Council receive the February 2013 Recreation Department Report for information.

Carried Unanimously

6.4 February 2013 Parks and Outdoor Recreation Report

Motion 13-131

Sproule/Copeman

THAT Council receive the February 2013 Parks and Outdoor Recreation Report for information.

Carried Unanimously

6.5 Protective Services Report, January and February 2013

Motion 13-132

Greening/Sproule

THAT Council receive the January and February 2013 Protective Services Report for information.

Carried Unanimously

6.6 February 2013 Operations Department Report

Motion 13-133

Sproule/Greening

THAT Council receives the February 2013 – Operations Department Report for information.

Carried Unanimously

- 6.7 February 2013 Administration Department Report
Motion 13-134

Sproule/Copeman

THAT Council receive the February 2013 Administration Department Report for information.

Carried Unanimously

- 6.8 February 2013 Chief Administrative Officer Report
Motion 13-135

Sproule/Kishi

THAT Council receive the February 2013 Chief Administrative Officer Report for information.

Carried Unanimously

- 6.9 Council Reports
6.9.1 Mayor Leslie Baird
6.9.2 Councillor Conner Copeman
6.9.3 Councillor Kate Greening
6.9.4 Councillor Roger Kishi
6.9.5 Councillor Gwyn Sproule
Motion 13-136

Greening/Sproule

THAT the Council reports be received.

Carried Unanimously

7. Bylaws

- 7.1 Corporation of the Village of Cumberland Council Remuneration
Amendment Bylaw No. 979, 213
Motion 13-137

Copeman/ Sproule

THAT Council give fourth reading and adoption to “The Corporation of the Village of Cumberland Council Remuneration Amendment Bylaw No. 979, 2013”.

Carried Unanimously

- 7.2 Corporation of the Village of Cumberland Development Procedures and Fees Amendment Bylaw No. 980, 2013.

Motion 13-138

Greening/Kishi

THAT Council give fourth reading and adoption to "The Corporation of the Village of Cumberland Development Procedures and Fees Amendment Bylaw No. 980, 2013".

Carried Unanimously

- 7.3 Corporation of the Village of Cumberland Water Improvements Loan Authorization Bylaw No. 981, 2013

Motion 13-139

Kishi/ Sproule

THAT Council give third reading to "The Corporation of the Village of Cumberland Water Improvements Loan Authorization Bylaw No. 981, 2013".

Carried Unanimously

- 7.4 Corporation of the Village of Cumberland Water Improvements Temporary Borrowing Bylaw No. 982, 2013.

Motion 13-140

Sproule/Greening

THAT Council give third reading to "The Corporation of the Village of Cumberland Water Improvements Temporary Borrowing Bylaw No. 982, 2013".

Carried Unanimously

8. Consent Calendar

All matters listed here are considered to be routine and non-controversial and will be received by one motion. There will be no separate discussion of these items unless a member so requests, in which case the item will be removed from the Consent Calendar and considered immediately after the adoption of the Consent Calendar.

- 8.1 Basia Ruta, Auditor General for Local Government re: Auditor General for Local Government – Audit Planning for 2013/14;
- 8.2 Danielle Hoogland re: Comox Valley literacy funding cuts template letter and information;
- 8.3 Bill Bennett, Minister of Community, Sport and Cultural Development re: City of Courtenay's boundary extension proposals.
- 8.4 Lynne Rozenboom, Comox Valley Unit, Canadian Cancer Society re: Annual April Daffodil Days;
- 8.5 Sharon Small re: Info on arguing the Raven Coal Mine and Bear Deposit expansion will be economically devastating to impacted communities;

- 8.6 John Neville, President, Federation of BC Naturalists (BC Nature) re: Cat Crisis in BC Municipalities – A Call to Action;

Motion 13-141

Sproule/Kishi

THAT the Consent Calendar be received.

Carried Unanimously

9. New Business

- 9.1 Creation of a Poultry Bylaw, Petition in Support of Backyard Chickens, Elke Bibby

Motion 13-142

Greening/Sproule

THAT Council receive the Petition in Support of Backyard Chickens from Elke Bibby.

Carried Unanimously

Motion 13-143

Sproule/Kishi

THAT Council direct staff to bring forward a report on the pros and cons of allowing backyard chickens in the Village.

Carried Unanimously

- 9.2 The Corporation of the Village of Cumberland 2013 Corporate Strategic Priorities.

Motion 13-144

Sproule/Kishi

THAT Council approve the Corporation of the Village of Cumberland 2013 Corporate Strategic Priorities document.

Carried Unanimously

10. Notices, Motions and Announcements

Matters considered here may include notices or motions to hold a meeting of the Committee of the Whole, a Village Hall meeting, a public hearing, and notices of motion introduced by a council member.

- Tuesday, March 19th from 5:00 to 8:00 pm - The 2nd Community Dialogue Workshop of the Official Community Plan Review and Revision is taking place at the Seniors Centre (lower level Cultural Centre) at First and Dunsmuir. Everyone is welcome and encouraged to participate to review policy alternatives to common Official Community Plan issues and to review potential revisions to the 2004 Official Community Plan.

- Thursday, March 21, 2013 9:00 am (all day) - Committee of the Whole: Budget meeting in Council Chambers.
- Monday, March 18, 2013 5:30 – 8:00 pm - Official Community Plan Local Community Advisory Group in the Council Chambers
- Library Vandalism, Councillor Greening verbal report

11. Question Period

Questions were received from the audience regarding the Trilogy application and the BMX track, whether the Fan House is safe, what can be done in support of chickens, and whether storm water from the proposed Carlisle Lane development could be used to irrigate green space; security plans for special events.

12. Closed Portion

Motion 13-145

Greening/Sproule

THAT pursuant to Section 90 (1) of the Community Charter Council close the meeting to the public to consider personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality; and the acquisition, disposition or expropriation of land or improvements, if the council considers that disclosure could reasonably be expected to harm the interest of the municipality.

Carried Unanimously

13. Adjournment

Motion 13-146

Greening/Sproule

THAT the meeting be adjourned at 8:55 p.m.

Carried Unanimously

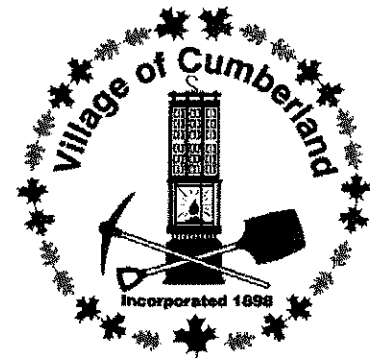
Certified Correct:

Mayor

Corporate Officer

C.O.T.W. MINUTES

08/2013/COTW



The Corporation of the Village of Cumberland

Committee of the Whole Meeting
Held within the Regular Council Meeting
March 11th, 2013 at 5:30 p.m.
Village Council Chambers

Council Present:

Mayor Leslie Baird
Councillor Conner Copeman
Councillor Kate Greening
Councillor Roger Kishi
Councillor Gwyn Sproule

Staff Present:

Sundance Topham, Chief Administrative Officer
Michelle Mason, Financial Officer
Rob Crisfield, Manager of Operations
Rachel Parker, Deputy Corporate Officer
Judith Walker, Senior Planner

1. Carlisle Lane, Official Community Plan and Zoning Amendment Application and Phased Development Agreement Bylaw No. 983

Ms. Walker reviewed the application and advised that the development is proposed to take place over three phases and it is estimated that the development would house 153 people. The applicant would contribute \$82,500 in amenity funds towards Village Park.

Ms. Walker explained the requirements for carriage houses in the development and noted that another six lots could potentially accommodate a carriage house other than the lots requiring laneway access or are a corner lot.

Councillor Greening asked for more description in the phased development agreement on the design style of residences. Ms. Walker advised that design is usually considered with design guidelines or with a development permit application.

Councillor Kishi asked about the timing of the phased development agreement and what happens if there are changes in the housing market. Ms. Walker advised that the 10 year term is the only timeline. All requirements for each phase must be complete before proceeding to another phase.

Councillor Greening asked if parkland dedication could be included in Phase 1. The applicant replied that yes, it could.

Ms. Walker recommended that a public information meeting be scheduled.

A question from the public was received regarding the appropriateness of the traffic impact study and that perhaps another study should be undertaken during peak transportation times.

A question from the public was received on the amount of greenspace per lot. Ms Walker advised that 35% of the lot can be covered with a building, there is a size limit on carriage houses, and confirmed that a lot can have both an attached suite and a carriage house suite.

A question from the public was received on the number of parking spaces required. Ms. Walker advised that a minimum of five parking spaces are required to accommodate vehicles for all residents including a space for a home based business.

Greening/Sproule

THAT the Committee return to the regular Council meeting.

Carried Unanimously

Certified Correct:

Mayor

Corporate Officer



**THE CORPORATION OF THE VILLAGE
OF CUMBERLAND**

AUDIT FINDINGS REPORT

Year Ending December 31, 2012

For presentation to the Mayor and Council

March 25, 2013

Members of the Mayor and Council of the Corporation of the Village of Cumberland

Dear Mayor and Council:

We are pleased to put forward this report to discuss the results of our audit of the financial statements of The Corporation of the Village of Cumberland ("the Village") for the year ended December 31, 2012. In this report, we cover those significant matters which, in our opinion, you should be aware of as members of the Mayor and Council.

We have completed our audit of the financial statements of the Village and are prepared to sign our independent auditors' report after the Mayor and Council's review and approval of the financial statements.

Our report will provide an unqualified opinion to the stakeholders and the Mayor and Council of the Village. A draft copy of our proposed independent auditors' report is included as Appendix A to this report.

We would like to express our appreciation for the excellent cooperation we have received from management and employees with whom we worked.

We appreciate having the opportunity to meet with you and to respond to any questions you may have about our audit, and to discuss any other matters that may be of interest to you.

Yours truly,



MNP LLP

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encs.

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1. MNP AUDIT PROCESS

As auditors, we report to the Mayor and Council on the results of our examination of the Village's financial statements. This report summarizes our audit process and discusses issues that are of relevance to the Mayor and Council of the Village.

- Our audit was carried out in accordance with Canadian generally accepted auditing standards.
- Our audit procedures included a review of all significant accounting and management reporting systems.
- Each material year-end balance, key transaction and other event considered significant to the financial statements was separately examined.
- Our audit process focused on understanding the controls utilized in management's reporting systems to the extent necessary to identify overall and specific financial reporting risks.
- This risk assessment enabled us to concentrate our audit procedures on the areas where differences were most likely to arise.
- Our assessment was not, nor was it intended to be, sufficient to conclude on the effectiveness or efficiency of internal controls.



- During the course of our audit, we have:
 - Examined, on a test basis, evidence supporting the amounts and disclosures in the financial statements;
 - Assessed the accounting principles used and significant estimates made by management;
 - Obtained an understanding of the Village and its environment, including management's internal controls (regardless of whether we relied on them for the purpose of the audit), sufficient to identify and assess the risks of material misstatement of the financial statements and to design and perform audit procedures;
 - Reviewed and assessed those accounting systems deemed necessary to support our audit opinion;
 - Evaluated the overall financial statement presentation;
 - Performed a subsequent events review with management;
 - Reviewed and assessed the status of contingencies, commitments and guarantees;
 - Reviewed and assessed exposure to environmental liabilities.
- We have obtained written representations from management in order to confirm oral representations given to us and reduce the possibility of misunderstanding. Specifically, we have obtained written confirmation of significant representations provided on matters that are:
 - Directly related to items that are material, either individually or in the aggregate, to the financial statements;
 - Not directly related to items that are material to the financial statements, but are significant, either individually or in the aggregate, to the engagement; and
 - Matters relevant to management judgments or estimates that are material, either individually or in the aggregate, to the financial statements.
- These representations are included as Additional Materials following this report.

2. SIGNIFICANT AUDIT FINDINGS

As a part of our commitment to providing superior client service we strive to maintain effective two-way communication. To aid the Mayor and Council in its role overseeing the financial reporting process, including its review and approval of the financial statements and reporting thereon to the Mayor and Council, we are pleased to provide you with the following significant findings:

AREAS OF AUDIT EMPHASIS

- The following lists the key areas of our audit emphasis for your Village:
 - Contingencies, lawsuits and commitments
 - Subsequent events
 - Financial statement presentation and disclosure
 - Tangible capital assets
 - Detailed information on Areas of Audit Emphasis is included as Appendix B to this report.

FINAL MATERIALITY

- Final materiality used to assess the significance of misstatements or omissions identified during the audit and determine the level of audit testing performed was \$60,000.

DIFFICULTIES ENCOUNTERED

- We have satisfactorily completed our audit procedures for each of the significant account balances and transaction streams. No significant limitations were placed on the scope or timing of our audit.

SIGNIFICANT DEFICIENCIES IN INTERNAL CONTROL

- While our review of controls was not sufficient to express an opinion as to their effectiveness or efficiency, no significant deficiencies in internal control have come to our attention. However, we may not be aware of all the significant deficiencies in internal control that do, in fact, exist.

IDENTIFIED OR SUSPECTED FRAUD

- No incidents of fraud, or suspected fraud, came to our attention in the course of our audit.

IDENTIFIED OR SUSPECTED NON-COMPLIANCE WITH LAWS AND REGULATIONS

- Nothing has come to our attention that would suggest there is non-compliance with laws and regulations that would have a material effect on the financial statements.

MATTERS ARISING IN CONNECTION WITH RELATED PARTIES

- All related party transactions identified were in the normal course of business.

GOING CONCERN

- We have not identified any material uncertainties related to events or conditions that may cast significant doubt on the entity's ability to continue as a going concern.

SIGNIFICANT ACCOUNTING POLICIES

- The accounting policies used by the entity are appropriate and have been consistently applied.
- No new accounting policies or changes in accounting policies were noted.

SIGNIFICANT MANAGEMENT ESTIMATES

- The preparation of the financial statements is subject to significant accounting estimates made by management. All significant management estimates were reviewed for the current period and no material differences were noted.
- The following is a summary of significant management estimates and provisions:
 - Allowance for doubtful accounts – specific account identification
 - Inventory measurement – net realizable value determined as the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated selling costs.
 - Provision for legal contingencies – no provision deemed necessary.

- Amortization period of tangible capital assets – amortized over the estimated useful life of the respective assets. For assets amortized under the straight-line method, the rates ranged from 5 to 100 years.
- Estimated liability pertaining to post employment benefits - calculated using specific parameters and criteria developed by management.

MATTERS ARISING FROM MANAGEMENT DISCUSSIONS

- We would like to formally acknowledge the excellent cooperation and assistance we received from the management and staff.
- There were no disagreements with management, significant difficulties or other irregularities encountered during the course of our audit.

SIGNIFICANT DIFFERENCES

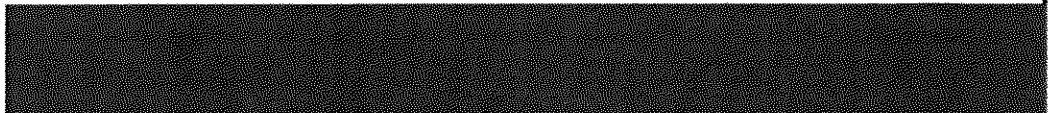
- One significant difference was proposed to management with respect to the December 31, 2012 financial statements.
- A description of this significant difference is included as Appendix C to this report.

MODIFICATIONS TO THE INDEPENDENT AUDITORS' REPORT

- Our independent auditors' report will provide an unqualified opinion to the Mayor and Council.
- No emphasis of matter, or other matter, paragraphs were included in the independent auditors' report.

INDEPENDENCE

- We confirm to the Mayor and Council that we are independent of the Village.
- Our letter to the Mayor and Council discussing our independence is included as Additional Materials following this report.



APPENDIX A: DRAFT INDEPENDENT AUDITORS' REPORT

To the Mayor and Council of the Corporation of the Village of Cumberland:

We have audited the accompanying consolidated financial statements of the Corporation of the Village of Cumberland, which comprise the consolidated statement of financial position as at December 31, 2012, the consolidated statements of operations and accumulated surplus, change in net financial assets (net debt), and cash flows and related schedules for the year then ended, and a summary of significant accounting policies and other explanatory notes.

Management's Responsibility for Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with Canadian Public Sector Accounting Standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe the audit evidence obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Corporation of the Village of Cumberland as at December 31, 2012 and its operations, change in net financial assets (net debt), and its cash flows for the year then ended in accordance with Canadian Public Sector Accounting Standards.

Courtenay, BC

467 Cumberland Road

Chartered Accountants

APPENDIX B: AREAS OF AUDIT EMPHASIS

Contingencies, lawsuits and commitments

Audit Procedures:

- ♦ We made detailed inquiries of management and reviewed both minute books and legal files to identify contingencies, lawsuits and commitments. No items not already brought to our attention and/or disclosed in the notes to the financial statements were noted.
- ♦ We have received all relevant legal letters and Management's Representation Letter attesting to the completeness of issues of this nature.

Accordingly, we concluded that financial statement disclosures pertaining to the aforementioned areas are complete and appropriate.

Fraud and error

Audit Procedures:

- ♦ Obtained from Management an assessment of the entity's susceptibility to material misstatements arising from fraud or error.
- ♦ Discussed with Management the entity's susceptibility to material misstatements arising from fraud or error.
- ♦ Obtained Management representations concerning fraud and error.

We concur with Management's assessment that the Village's susceptibility to material misstatements arising from fraud or error is reasonably low.

Subsequent events

Audit Procedures:

- ♦ We have reviewed, with management, the existence of events that would impact the financial statements subsequent to December 31, 2012. Given there were no material events of this nature disclosed to us or identified throughout our audit procedures, we concur with management's conclusion that no further financial statement disclosure was required.

Accordingly, we concluded that financial statement disclosures pertaining to the aforementioned areas are complete and appropriate.

Management's financial statement presentation and disclosure

Audit Procedures:

- ♦ We have reviewed the financial statements and concluded that the corresponding presentation and disclosure is in accordance with Canadian public sector accounting standards.
- ♦ We have participated in discussions with management on all significant transactions during the course of the past 12 months, and have assisted in ensuring appropriate treatment and disclosure.

Tangible capital assets

Audit Procedures:

- ♦ We completed substantive testing to gain assurance over the items recorded as capitalized costs. Our procedures, applied on a sample testing basis, included:
 - Vouching to the original invoice and evidence of payment;
 - Assessing whether the amount was capital in nature;
 - Determining if the amount has been appropriately and accurately recorded; and,
 - Reviewing capitalized general and administrative amounts to ensure such capitalization was in accordance with Public Sector Accounting Standards and best practices for municipalities.

We concluded that the amounts capitalized by management are fairly stated.

APPENDIX C: SUMMARY OF DIFFERENCES

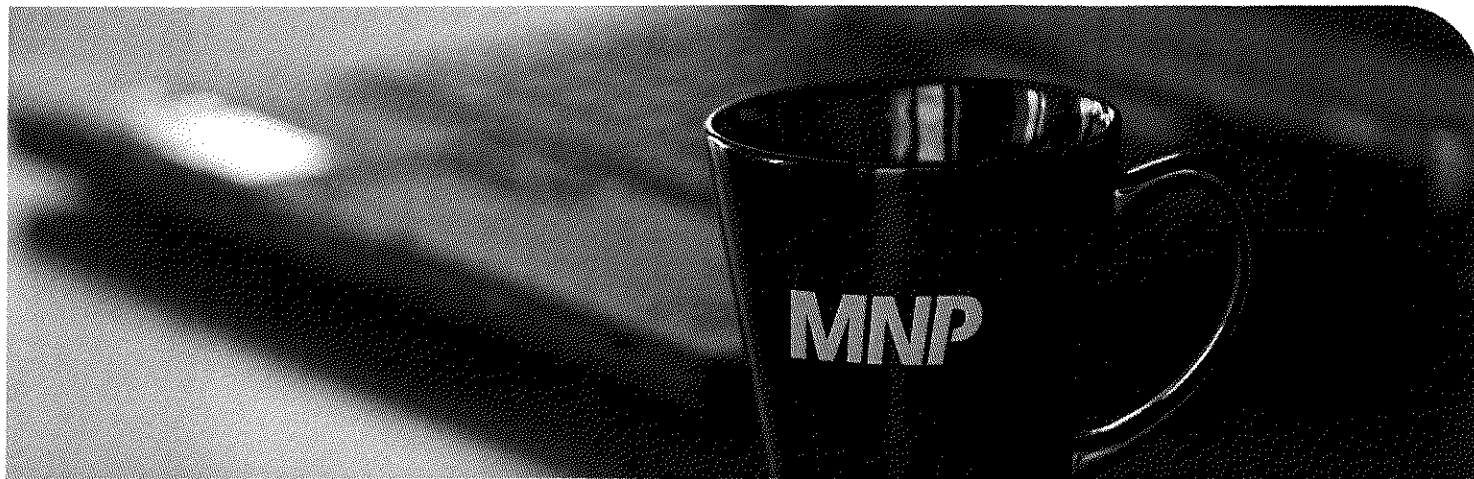
SIGNIFICANT UNADJUSTED DIFFERENCES

DIFFERENCES NOTED	FINANCIAL STATEMENT ITEMS(S) AFFECTED	POSSIBLE ADJUSTMENT TO STATEMENT OF FINANCIAL POSITION	POSSIBLE ADJUSTMENT TO STATEMENT OF OPERATIONS
Significant, but not material credit balances that exist in accounts receivable should be reclassified to accounts payable (Total difference noted was \$20,901; No effect on annual surplus).	Understatement of accounts receivable, understatement of accounts payable	-	-
TOTAL UNADJUSTED DIFFERENCES (INCOME EFFECT)			-

There were no other differences noted in the course of our audit work.

ADDITIONAL MATERIALS

We have included our independence letter, which formally confirms in writing MNP's independence.



ABOUT MNP

MNP is one of the largest chartered accountancy and business consulting firms in Canada. For more than 65 years, we have proudly served and responded to the needs of our clients in the public, private and not-for-profit sectors. Through partner-led engagements, we provide a cost-effective approach to doing business and personalized strategies to help you succeed.

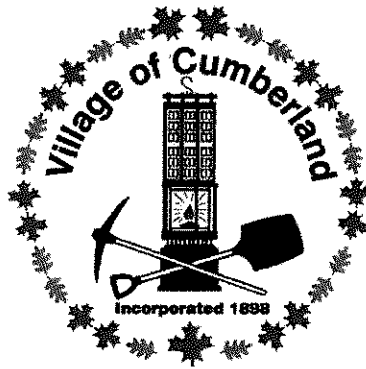
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**THE CORPORATION OF THE
VILLAGE OF CUMBERLAND**

**CONSOLIDATED
FINANCIAL STATEMENTS**

DECEMBER 31, 2012

THE CORPORATION OF THE VILLAGE OF CUMBERLAND

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MANAGEMENT'S RESPONSIBILITY

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SCHEDULES

- 1 Tangible Capital Assets
- 2 Debenture and Long-Term Debt
- 3 Segment Disclosure
- 4 Segment Disclosure with Budget Information

To the Mayor and Council of the Corporation of the Village of Cumberland:

Management is responsible for the preparation and presentation of the accompanying consolidated financial statements, including responsibility for significant accounting judgments and estimates in accordance with Canadian Public Sector Accounting Standards and ensuring that all information in the annual report is consistent with the statements. This responsibility includes selecting appropriate accounting principles and methods, and making decisions affecting the measurement of transactions in which objective judgment is required.

In discharging its responsibilities for the integrity and fairness of the consolidated financial statements, management designs and maintains the necessary accounting systems and related internal controls to provide reasonable assurance that transactions are authorized, assets are safeguarded and financial records are properly maintained to provide reliable information for the preparation of financial statements.

The Mayor and Council are composed entirely of individuals who are neither management nor employees of the Village. The Mayor and Council are responsible for overseeing management in the performance of its financial reporting responsibilities, and for approving the financial information included in the annual report. The Mayor and Council fulfill these responsibilities by reviewing the financial information prepared by management and discussing relevant matters with management and external auditors. The Mayor and Council are also responsible for appointing the Village's external auditors.

MNP LLP, an independent firm of Chartered Accountants, is appointed by the Mayor and Council to audit the consolidated financial statements and report directly to them; their report follows. The external auditors have full and free access to, and meet periodically with, both the Council and management to discuss their audit findings.

March 25, 2013



Michelle Mason, CGA
Corporate Financial Officer

STATEMENT A

THE CORPORATION OF THE VILLAGE OF CUMBERLAND
Consolidated Statement of Financial Position
As at December 31, 2012

	<u>2012</u>	<u>2011</u>
Financial Assets		
Cash and cash equivalents	\$ 5,845,705	\$ 4,271,128
Property taxes receivable	329,275	258,946
Accounts receivable (Note 2)	1,419,703	1,026,976
	<u>7,594,683</u>	<u>5,557,050</u>
Liabilities		
Accounts payable and accrued liabilities (Note 3)	769,668	489,891
Trust and other deposits (Note 4)	209,186	196,615
Deferred revenue (Note 6)	3,483,577	2,266,245
Debenture and long term-debt (Note 8, Schedule 2)	2,843,069	3,016,378
	<u>7,305,500</u>	<u>5,969,129</u>
Net Financial Assets (Net Debt)	<u>289,183</u>	<u>(412,079)</u>
Non-financial Assets		
Tangible capital assets (Schedule 1)	35,624,005	33,811,540
Inventories	80,235	88,574
Prepaid expenses	4,306	3,576
	<u>35,708,546</u>	<u>33,903,690</u>
Accumulated Surplus	<u><u>\$ 35,997,729</u></u>	<u><u>\$ 33,491,611</u></u>
Contingent liabilities (Note 7)		

See accompanying notes to the consolidated financial statements

Approved by:

 Leslie Baird
 Mayor

 Michelle Mason
 Corporate Financial Officer

THE CORPORATION OF THE VILLAGE OF CUMBERLAND
Consolidated Statement of Operations and Accumulated Surplus
For the Year Ended December 31, 2012

	2012 Actual	2012 Budget Unaudited	2011 Actual
		(Note 13)	(Note 17)
Revenues			
Taxes	\$ 1,926,723	\$ 1,927,496	\$ 1,843,557
Grants in lieu of taxes	50,651	50,730	47,193
Frontage taxes	171,862	171,850	170,027
Sale of services	1,031,936	1,005,310	924,230
Transfers from other governments	784,991	1,206,984	1,229,582
Services to other governments	246,880	264,420	239,179
Other revenue	378,618	541,785	241,286
Development cost charges	871,946	1,179,850	189,219
Loss on disposal of tangible capital assets	(754)	-	(16,465)
Contributed assets	1,208,793	-	-
	<u>6,671,646</u>	<u>6,348,425</u>	<u>4,867,808</u>
Expenses			
General government services	622,808	653,660	591,128
Transportation services	966,246	1,020,405	802,663
Protective services	405,383	429,185	382,898
Environmental health services	1,232,551	1,409,095	1,135,013
Public health services	31,776	30,240	18,007
Environmental planning and development services	328,738	506,000	333,234
Recreation and cultural services	578,026	631,860	575,504
	<u>4,165,528</u>	<u>4,680,445</u>	<u>3,838,447</u>
Annual Surplus	2,506,118	1,667,980	1,029,361
Accumulated Surplus, Beginning Of Year	<u>33,491,611</u>	<u>33,491,611</u>	<u>32,462,250</u>
Accumulated Surplus, End Of Year	<u>\$ 35,997,729</u>	<u>\$ 35,159,591</u>	<u>\$ 33,491,611</u>

Please see accompanying notes to the consolidated financial statements.

STATEMENT C

THE CORPORATION OF THE VILLAGE OF CUMBERLAND
Consolidated Statement of Change in Net Financial Assets (Net Debt)
For the Year Ended December 31, 2012

	2012 Actual	2012 Budget Unaudited	2011 Actual
		(Note 13)	
Annual Surplus	\$ 2,506,118	\$ 1,667,980	\$ 1,029,361
Amortization of tangible capital assets	782,032	729,340	728,822
Proceeds on disposal of tangible capital assets	-	-	17,000
Change in supplies inventories	8,339	-	(15,642)
Change in prepaid expense	(730)	-	(1,422)
Loss on disposal of tangible capital assets	754	-	16,465
Acquisition of tangible capital assets	(2,595,251)	(2,069,745)	(1,175,545)
Change In Net Financial Assets (Net Debt)	701,262	327,575	599,039
Net Debt, Beginning Of Year	(412,079)	(412,079)	(1,011,118)
Net Financial Assets (Net Debt), End Of Year	<u>\$ 289,183</u>	<u>\$ (84,504)</u>	<u>\$ (412,079)</u>

Please see accompanying notes to the consolidated financial statements.

STATEMENT D

THE CORPORATION OF THE VILLAGE OF CUMBERLAND
Consolidated Statement of Cash Flows
For the Year Ended December 31, 2012

	2012	2011
Cash Flows From Operating Activities		
Annual surplus	\$ 2,506,118	\$ 1,029,361
Non-cash items		
Amortization	782,032	728,822
Contributed assets	(1,208,793)	-
Loss on disposal of tangible capital assets	754	16,465
Change in prepaid expense	(730)	(1,422)
Change in inventories	8,339	(15,642)
Change in deferred revenue	1,217,332	78,604
Change in working capital		
Change in property taxes receivable	(70,329)	35,663
Change in accounts receivable	(392,727)	(218,972)
Change in accounts payable	279,777	(6,626)
Change in trust and other deposits	12,571	25,158
Cash provided by (applied to) operating activities	<u>3,134,344</u>	<u>1,671,411</u>
Cash Flow From Investing Activities		
Purchase of tangible capital assets	(1,386,458)	(1,175,545)
Proceeds on disposal of tangible capital assets	-	17,000
Cash applied to capital transactions	<u>(1,386,458)</u>	<u>(1,158,545)</u>
Cash Flow From Financing Activities		
New debt issued	27,752	480,364
Long-term debt repaid and actuarial reduction	(201,061)	(135,309)
Cash provided from financing activities	<u>(173,309)</u>	<u>345,055</u>
Increase in Cash and Cash Equivalents	1,574,577	857,921
Cash and Cash Equivalents, Beginning Of Year	<u>4,271,128</u>	<u>3,413,207</u>
Cash and Cash Equivalents, End Of Year	<u><u>\$ 5,845,705</u></u>	<u><u>\$ 4,271,128</u></u>
Interest Included In Operating Activities		
Interest received in the year	\$ 61,540	\$ 36,684
Interest paid in the year	<u>\$ (114,754)</u>	<u>\$ (82,816)</u>

Please see accompanying notes to the consolidated financial statements.

**The Corporation of the Village of Cumberland
Notes to Consolidated Financial Statements
Year Ended December 31, 2012**

The Corporation of the Village of Cumberland was incorporated in 1898 under the provisions of the *British Columbia Municipal Act*. Its principal activities are the provision of local government services to the residents of the Municipality.

1. SIGNIFICANT ACCOUNTING POLICIES

- a) It is the Municipality's policy to follow Canadian public sector accounting standards.
- b) In accordance with the recommendations of the Public Sector Accounting Board of the Canadian Institute of Chartered Accountants, the Municipality has implemented the consolidation of all funds. The consolidated financial statements reflect the removal of internal transactions and balances.

The Municipality follows the normal practice for local government accounting according to the principle of fund accounting. Funds are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions or limitations.

- c) Financial instruments consist of cash and cash equivalents, accounts receivable, accounts payable and accrued liabilities, trusts and other deposits, debenture and long-term debt. Unless otherwise noted, it is management's opinion that the Municipality is not exposed to significant interest, currency or credit risk arising from these financial instruments.
- d) Tangible capital assets and other non-financial assets are accounted for as non-financial assets by the Municipality because they can be used to provide municipal services in future periods. These assets do not normally provide resources to discharge liabilities unless they are sold.
- e) Cash and cash equivalents include short-term deposits held with the Municipal Finance Authority in the Money Market Fund and are carried at cost, which approximates market value.
- f) Inventories are valued at the lower of cost and replacement value.
- g) Tax revenues are recognized in the year that they are levied. Government transfers are recognized as revenues in the period in which the events giving rise to the transfer occur, providing the transfers are authorized, any eligibility criteria have been met and reasonable estimates of the amounts can be made. Restricted grants are recognized when the related expenses are incurred and when collection is reasonably assured. Sewer and water fees are recognized when the commodity has been received by the customer. Other sales of services and other revenue from own sources are recognized when the service is provided or the amount is earned and when the amount can be estimated and collection is reasonably assured. Restricted revenues from collections of development cost charges are deferred and then recognized as revenue in the year that an expense, authorized by bylaw, is incurred.
- h) Expenses are recorded in the period in which the goods or services are acquired and a liability is incurred.
- i) The preparation of financial statements in conformity with Canadian generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements, as well as the reported amounts of revenue and expenditures during the reporting period. Significant areas requiring the use of estimates include the ability to collect property taxes receivable and accounts receivable, obsolete or damaged inventory, amortization of tangible capital assets and post employment benefits.

The Corporation of the Village of Cumberland
Notes to Consolidated Financial Statements
Year Ended December 31, 2012

Actual results may vary from the estimates and adjustments, if any, will be reported and reflected in operations as they become known.

- j) The Municipality recognizes the expenses relating to employee benefits in the period in which the employees render the services in return for the benefits, including compensated employee absences that accumulate but do not vest. Absences due to employee illness are paid when an injury or illness occurs, but entitlement to such compensation arises as employees render service. Entitlement to compensated absence due to illness or injury is measured as the expected future utilization of this benefit.
- k) Tangible capital assets are recorded at cost which includes all amounts that are directly attributable to acquisition, construction, development or betterment of the asset. The cost, less residual value, of the tangible capital assets are amortized on a straight-line basis over their estimated useful lives as follows:

Buildings	25-40
Equipment and vehicles	5-15
Water and waste water plant and networks	
Underground networks	60-100
Plants and lift stations	50-100
Pumping stations and reservoirs	100
Other infrastructure	50-100
Transportation	
Road surfaces	15-25
Road base structure	75
Poles and luminaries	100
Parks and other	
Land improvements	10-40
Playing fields and trails	15-20
Parking lots	10-20

One half year of amortization is booked in the year of acquisition and in the year of disposal. Assets under construction are not amortized until the asset is available for productive use.

Contributions of tangible capital assets are recorded as an asset at their fair value at the date of receipt and as revenue.

Leases are classified as capital or operating leases. Leases which transfer substantially all of the benefits and risks incidental to ownership of property are accounted for as capital leases and the associated asset is recorded at the lower of the present value of future minimum lease payments or fair value.

- l) The Municipality capitalizes interest on interim financing for capital construction projects. In 2012 \$0 was capitalized (2011 - \$23,768).
- m) In February 2010, the Public Sector Accounting Board (PSAB) issued PS 3510 *Tax Revenue* to provide guidance on how to account for and report tax revenue in The Corporation of the Village of Cumberland financial statements. This section establishes recognition, measurement, presentation and disclosure requirements for tax revenue. PS 3510 is effective for fiscal years beginning on or after April 1, 2012. The Corporation of the Village of Cumberland has not yet determined the effect of the new section on its consolidated financial statements.
- n) In March 2011, the Public Sector Accounting Board replaced and revised existing section PS 3410 *Government Transfers* with a newly amended section PS 3410. Newly issued PS 3410

The Corporation of the Village of Cumberland
Notes to Consolidated Financial Statements
Year Ended December 31, 2012

establishes standards on how to account for and report government transfers to individuals, organizations and other governments from both a transferring government and a recipient government perspective. This section permits a recipient government to recognize government transfers as revenue when the transfer is authorized by the transferring government, unless the transfer creates a liability for the recipient. A liability is created as a result of the recipient government not yet meeting eligibility criteria or the existence of stipulations in the transfer agreement. When a government transfer results in recognition of a liability, revenue is recognized by a recipient government as the liability is settled. A transferring government recognizes an expense when the transfer is authorized and the recipient has met all eligibility criteria.

Newly revised and issued PS 3410 may be applied prospectively or retroactively and is effective for fiscal years beginning on or after April 1, 2012; however, earlier adoption is encouraged. PS 3410 will be applied retroactively but The Corporation of the Village of Cumberland has not yet determined the effect of the newly issued section on its consolidated financial statements.

2. ACCOUNTS RECEIVABLE

Accounts receivable is comprised of the following:

	2012	2011
Due from federal government	\$225,634	\$215,492
Due from provincial government	700,065	528,851
Due from other government	105,294	130,661
Other receivables	388,710	151,972
	<u>\$1,419,703</u>	<u>\$1,026,976</u>

3. ACCOUNTS PAYABLE AND ACCRUED LIABILITIES

Account payable is comprised of the following:

	2012	2011
Due to federal government	\$6,302	\$4,420
Due to provincial government	50,036	38,643
Due to other government	23,676	25,251
Salaries, wages and benefits payable	313,154	240,762
Other payables	376,500	180,815
	<u>\$769,668</u>	<u>\$489,891</u>

4. TRUST AND OTHER DEPOSITS

Trust and other deposits are securities and deposits held by the Municipality to ensure performance of requirements under contract or for approval of development or subdivision applications, or to safeguard against damages to facilities and infrastructure. The balance includes deposits collected for building, plumbing and development permits, subdivision and landscaping performance bonds, lien holdbacks and park and facility rentals.

The Corporation of the Village of Cumberland
Notes to Consolidated Financial Statements
Year Ended December 31, 2012

5. BANK INDEBTEDNESS

The Village has an available unsecured line of credit of \$750,000 from the First Line Credit Union bearing interest at prime. No balance was drawn on the line of credit as at December 31, 2012 (2011 – nil).

6. DEFERRED REVENUE

	Balance		Adjustments			
	31-Dec-11	Collections	To DCC Receivable	Recognized As Revenue	Interest Income	Balance 31-Dec-12
Deferred Revenue – DCC						
Storm Drainage	\$208,184	14,926	29,852		2,442	\$255,404
Sanitary Sewer	531,378	73,803	147,605	(47,426)	6,499	711,859
Waterworks	136,136	790,827	346,500	(822,170)	4,759	456,052
Roads	239,617	18,417	36,833		2,853	297,720
Parks	36,298	21,034	42,070	(2,350)	589	97,641
	1,151,613	919,007	602,860	(871,946)	17,142	1,818,676
Other Deferred	1,114,632	1,231,978		(692,298)	10,589	1,664,901
	2,266,245	2,150,985	602,860	(1,564,244)	27,731	3,483,577

7. CONTINGENT LIABILITIES

- a) The Municipality's loan agreements with the Comox Valley Regional District and the Municipal Finance Authority provide that if at any time the scheduled payments required are not sufficient to meet obligations in regards to borrowings, the resulting deficiency becomes a joint and several liability of the Municipality and the other member Municipalities.
- b) The Municipality is involved with a number of legal actions, the outcomes of which cannot be determined at this time. Management has determined that any potential liabilities arising from these outstanding claims are not significant.
- c) The Municipality is statutorily obligated to collect and transmit the tax levies of the following bodies:
 - i. Provincial Government – Schools;
 - ii. Provincial Government – Police;
 - iii. Comox Valley Regional District;
 - iv. Regional Hospital District of Comox Strathcona;
 - v. British Columbia Assessment Authority;
 - vi. Municipal Finance Authority; and
 - vii. Vancouver Island Regional Library.

Such levies are not included in the revenues of the Municipality.

- d) As at December 31, 2012, there were various assessment appeals pending with respect to properties. The outcome of those appeals may result in adjustments to property taxes receivable for the current and prior years. The Municipality makes a provision against property taxes receivable where the results of a specific appeal are reasonably determinable.

The Corporation of the Village of Cumberland
Notes to Consolidated Financial Statements
Year Ended December 31, 2012

- e) The Municipality is a Subscribed member of the Municipal Insurance Association of British Columbia (the "Exchange") as provided by Section 3.02 of the Insurance Act of the Province of British Columbia. The main purpose of the Exchange is to pool the risks of liability so as to lessen the impact upon any Subscriber. Under the Reciprocal Insurance Exchange Agreement the Municipality is assessed a premium and specific deductible for its claims based on population. The obligation of the Municipality with respect to the Exchange and/or contracts and obligations entered in to by the Exchange on behalf of its Subscribers in connection with the Exchange are in every case several, and not joint and several.

8. LONG-TERM DEBT

- a) The Municipality is party to several capital leases financed through the Municipal Finance Authority for the acquisition of vehicles and operating equipment. Lease terms are five years or less. The vehicles and equipment under capital leases have a carrying value of \$510,488 (2011 - \$590,557) and are recorded as non-financial assets in the statements.

The following is a schedule of future minimum lease payments under the capital leases with various expiry dates to 2017 together with the balance of the obligations under capital lease, which is included in the debenture and long-term debt as detailed in Schedule 2:

2013	\$120,034
2014	122,637
2015	74,504
2016	28,591
2017	<u>5,372</u>
Total minimum lease payments	351,138
Less: amount representing interest	<u>(10,716)</u>
Obligations under capital lease	<u>\$340,422</u>

- b) Principal payments on debenture and long-term debt over the next five years are as follows:

2013	\$89,092
2014	92,742
2015	96,542
2016	100,499
2017	104,619
Thereafter	<u>2,019,152</u>
	<u>\$2,502,647</u>

The Corporation of the Village of Cumberland
Notes to Consolidated Financial Statements
Year Ended December 31, 2012

9. DEPOSITS AND RESERVES – MUNICIPAL FINANCE AUTHORITY

Under borrowing arrangements with the Municipal Finance Authority (MFA), the Village is required to lodge security by means of demand notes and interest-bearing cash deposits based on the amount of the borrowing. As the debt principal is retired, demand notes are released and the cash deposits are refunded and recorded as operating income in the period received.

As a condition of these borrowings, a portion of the debenture proceeds is withheld by the MFA as a debt reserve fund. These deposits, which are contingent in nature, are held by the MFA to act as security against the possibility of debt repayment default, and together with the demand notes are not recorded in the accounts. If the debt is repaid without default, the deposits are refunded to the Village. Details of the cash deposits and contingent demand notes are as follows:

	2012	2011
Cash deposits	\$31,903	\$30,968
Contingent demand notes	63,964	63,964
	<u>\$95,867</u>	<u>\$94,932</u>

10. UNFUNDED LIABILITY

Employee Benefits

Employees who retire qualify for a one time payout of up to 72 days of their accumulated unused sick leave bank after 10 years of service. The Village calculates the value of this liability for employees based on review of the total vested and non-vested accrued time to date. Probabilities of 10 – 90% are assigned based on years of service and length of time to retirement. At December 31, 2012, the value of sick leave for all vested employees is calculated at \$79,378 (2011 - \$52,025). The total estimated employee retirement benefit liability at December 31, 2012 is \$163,116 (2011 - \$136,689). An accrual is also made for severance, calculated as the potential benefit applicable to each employee as at December 31, 2012 multiplied by a probability factor for a total of \$36,601 (2011 - \$20,888). The total employee benefit accrual is \$199,718 (2011 - \$157,577). Employee retirement and severance benefit payments are being funded by accounting charge on sick time accrued during the year.

11. PENSION LIABILITY

The municipality and its employees contribute to the Municipal Pension Plan (the Plan), a jointly trusted pension plan. The Board of trustees, representing Plan members and employers, is responsible for overseeing the management of the Plan, including investment of the assets and administration of benefits. The pension plan is a multi-employer contributory pension plan. Basic pension benefits provided are defined. The Plan has about 176,000 active members and approximately 67,000 retired members. Active members include approximately 35,000 contributors from local governments.

Every three years an actuarial valuation is performed to assess the financial position of the Plan and the adequacy of Plan funding. The most recent valuation as at December 31, 2009 indicated an unfunded liability of \$1.024 billion for basic pension benefits. The next valuation will be as at December 31, 2012 with results available in 2013. The actuary does not attribute portions of the surplus to individual employers. The Corporation of the Village of Cumberland paid \$104,964 (2011 - \$104,464) for employer contributions while employees contributed \$89,523 (2011 - \$87,225) to the plan in fiscal 2012.

The Corporation of the Village of Cumberland
Notes to Consolidated Financial Statements
Year Ended December 31, 2012

12. TRUST FUNDS

The following assets are held in trust by the Village for cemetery care. Neither the assets nor related liability have been recorded in the financial statements.

	<u>2012</u>	<u>2011</u>
Cash and cash equivalents	\$43,414	\$41,880

13. ANNUAL BUDGET

Budget figures are based on the *Corporation of the Village of Cumberland 2012-2016 Financial Plan Bylaw No. 960, 2012* approved by Council in May of 2012 as amended. Figures are presented on the basis used for actual results and were adjusted as follows to comply with financial statement presentation:

Surplus per 2012 – 2016 Financial Plan	\$ -
Remove proceeds from borrowing	(30,350)
Remove principal payments on debt	202,415
Add back amortization	(729,340)
Remove capital acquisitions	2,069,745
Transfer to reserves	<u>155,510</u>
Surplus restated for financial statement purposes	<u>\$1,667,980</u>

14. ENVIRONMENTAL REGULATIONS

The Municipality makes every reasonable effort to comply with all environmental regulations that apply to its operations. These regulations may require future expenditures to meet applicable standards. Amounts required to meet these obligations will be charged to operations when incurred or set aside as future reserves when they can be reasonably estimated.

The Corporation of the Village of Cumberland
Notes to Consolidated Financial Statements
Year Ended December 31, 2012

15. FEDERAL GAS TAX AGREEMENT FUNDS

Gas Tax Agreement funding is provided by the Government of Canada. The use of the funding is established by a funding agreement between the local government and the Union of British Columbia Municipalities. Gas Tax Agreement funding may be used towards designated public transit, community energy, water, wastewater, solid waste and capacity building projects, as specified in the funding agreements.

The Municipality received the first contribution of Gas Tax Funding in 2005 and reports the balance in the Deferred Revenue until it is used to fund the specified projects outlined in the funding agreement.

Following is a schedule of Gas Tax receipts and disbursements received in 2012 with comparatives to 2011.

	<u>2012</u>	<u>2011</u>
Opening Balance of Unspent Funds	\$401,080	\$348,969
Add:		
Amounts received during the year	161,341	161,341
Interest earned	5,248	2,669
Less:		
Amount spent on projects	(111,656)	(111,899)
Closing balance of unspent funds	<u>\$456,013</u>	<u>\$401,080</u>

16. SEGMENTED INFORMATION

The Municipality is a diversified local government institution that provides a wide range of services to its citizens, including the provision of water, sewer, garbage disposal, recreation, parks, and cemetery services. The services and functions of the Municipality have been segregated or grouped based on factors such as delivery method, similarity in regulations, restrictions or cost recovery and the nature of the service as voluntary or essential services. Consideration has been given to comparability to other Municipal bodies.

The segments are categorized and described as follows:

General Government

This segment includes activities pertaining to the general administration and governance of the organization and those services that are provided on a centralized basis for all other segments and departments of the organization. Council, management, corporate and financial services are included as are other general costs which are not easily allocated to individual activity areas.

Transportation Services

This segment includes general road way maintenance and upgrade, street lighting, sidewalk and other general duties of the Public Works department. The Department is responsible to ensure transportation infrastructure is safe and well maintained.

Protective Services

This segment includes fire protection services, emergency preparedness, bylaw enforcement and animal control. The function's mandate is to ensure the safety of the lives and property of citizens and preserve peace and good order.

**The Corporation of the Village of Cumberland
Notes to Consolidated Financial Statements
Year Ended December 31, 2012**

Environmental Health Services

The Water and Waste segment consists of three distinct utilities: sewerage and drainage, water, and solid waste disposal. The department provides collection and treatment of sewage and storm water, treatment and delivery of drinking water and contracts garbage collection and recycling services. Ensuring environmental and public safety standards are the key concern for the functions within this segment.

Public Health Services

The Municipality owns and/or operates three cemeteries. Although some of the maintenance activities are similar to those provided in the Parks function, a larger portion of the cost and activity is specific to performing cemetery services. The function has been segregated due to the unique regulatory requirements and because these services would be delivered as a separate business function in the private sector. The administrative and maintenance services for this function are divided between two departments but costs for administration are not substantial nor easily attributed to this function and are, therefore, not reallocated from General Government.

Environmental Planning and Development Services

The Planning Department manages land use planning, building and development functions. The department is responsible for ensuring that these functions are planned and managed to address environmental and building regulations, heritage matters and community and public concerns.

Recreation and Cultural Services

This segment captures all activities relating to the health and well being of the citizens and community. The function includes recreational services such as a fitness centre and gym, facilities rentals and contributions to community and cultural events as well as provision and maintenance of parks and park facilities. The services in this category are not considered essential services but are important for economic and community development.

For each reported segment, revenues represent both amounts that are directly attributable to the segment and amounts that are allocated on a reasonable basis. Property taxes, payments in lieu and the small community grant funds are apportioned based on budget with any variance in actual revenue being attributed back to General Government. All other revenues can be directly attributed to a particular segment. With the exception of some general fiscal services and centralized supply and services charged directly to the General Government function, all other costs are instigated for and charged directly to the specific segments when incurred.

17. COMPARATIVE FIGURES

Certain comparative figures have been reclassified to conform with current year presentation.

THE CORPORATION OF THE VILLAGE OF CUMBERLAND
Tangible Capital Assets
For the Year Ended December 31, 2012

Cost

	Land	Building	Equipment / Furniture / Vehicles	Water	Engineering Structures Sewer / Drainage	Roads	Land Improvements	Assets Under Development	2012 Total	2011 Total
Opening balance	\$ 3,697,459	\$ 1,401,072	\$ 2,652,549	\$ 8,896,369	\$ 14,680,749	\$ 19,037,142	\$ 1,228,758	\$ 188,956	\$ 51,783,054	\$ 50,734,866
Add: Additions	649,090	-	106,662	482,127	437,632	248,874	27,229	662,864	2,614,478	1,940,830
Less: disposals	-	-	(1)	-	(5,660)	-	-	(19,227)	(24,888)	(892,642)
Closing balance	4,346,549	1,401,072	2,759,210	9,378,496	15,112,721	19,286,016	1,255,987	832,593	54,372,644	51,783,054

Accumulated Amortization

Opening balance	-	1,358,462	1,005,596	2,193,929	1,822,327	10,763,259	827,941	-	17,971,514	17,336,584
Add: amortization	-	4,140	186,565	98,629	156,714	299,205	36,779	-	782,032	728,822
Less: disposals	-	-	(1)	-	(4,906)	-	-	-	(4,907)	(93,892)
Closing balance	-	1,362,602	1,192,160	2,292,558	1,974,135	11,062,464	864,720	-	18,748,639	17,971,514

Net Book Value, December 31, 2012

\$ 4,346,549	\$ 38,470	\$ 1,567,050	\$ 7,085,938	\$ 13,138,586	\$ 8,223,552	\$ 391,267	\$ 832,593	\$ 35,624,005
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Net Book Value, December 31, 2011

\$ 3,697,459	\$ 42,610	\$ 1,646,953	\$ 6,702,440	\$ 12,858,422	\$ 8,273,883	\$ 400,817	\$ 188,956	\$ 33,811,540
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THE CORPORATION OF THE VILLAGE OF CUMBERLAND
Debenture and Long-Term Debt
As at December 31, 2012

	<u>2012</u>	<u>2011</u>
General Capital Fund		
Capital asset leases with various expiry dates to 2017, interest charged at prime less 1%, secured by equipment with carrying value of \$510,488 (2011 - \$590,557)	<u>\$ 340,422</u>	<u>\$ 428,144</u>
Water Capital Fund		
Debenture Debt Water Bylaw #702, due 2017, interest charged at 6.9%, annual principal payment of \$4,143	<u>47,595</u>	<u>55,798</u>
Sewer Capital Fund		
Debenture Debt Sanitary Sewer Improvements Bylaw #781, interest charged at 4.43%, annual principal payment of \$15,797	781,216	800,436
Sanitary Sewer Improvements Bylaw #914, interest charged at 3.25%, annual principal payment of \$58,164	1,673,836	1,732,000
	<u>2,455,052</u>	<u>2,532,436</u>
Total Debenture and Long-Term Debt	<u><u>\$ 2,843,069</u></u>	<u><u>\$ 3,016,378</u></u>

SCHEDULE 3

THE CORPORATION OF THE VILLAGE OF CUMBERLAND
Segment Disclosure
For the Year Ended December 31, 2012

	General government services		Transportation	services	Protective	services	Environmental health services		Public health services		Environmental planning and development services		Recreation and cultural services		Total	
	2012	2011	2012	2011	2012	2011	2012	2011	2012	2011	2012	2011	2012	2011	2012	2011
Revenue																
Tax revenue	\$ 477,431	\$ 584,348	\$ 698,020	\$ 478,840	\$ 263,250	\$ 241,601	\$ 171,862	\$ 170,027	\$ 3,190	\$ 5,187	\$ 133,930	\$ 183,904	\$ 401,553	\$ 396,870	\$ 2,149,236	\$ 2,060,777
Sale of services	-	-	-	-	103,517	97,235	1,081,560	980,084	16,060	14,020	-	-	77,679	72,070	1,278,816	1,163,409
Transfer from other governments	133,602	128,134	160,789	118,230	79,015	67,005	275,972	762,581	972	556	45,494	71,493	89,147	81,583	784,991	1,229,582
Other revenues and contributions	58,340	32,119	340,341	35,253	28,861	16,174	1,204,076	169,067	12,135	87	128,589	114,124	686,251	47,216	2,458,603	414,040
Total revenues	669,373	744,601	1,199,150	632,323	474,643	422,015	2,733,470	2,081,760	32,357	19,860	308,023	369,521	1,254,630	597,740	6,671,646	4,867,808
Expenses																
Wages, salaries and benefits	382,546	348,297	303,593	265,160	218,956	210,581	455,860	369,375	19,835	11,310	171,038	173,270	302,700	298,845	1,854,528	1,676,837
Good and services	222,912	225,580	297,527	183,213	125,482	113,634	363,624	405,647	10,039	4,795	157,700	159,964	236,929	241,403	1,414,213	1,334,236
Debt expense	3,216	3,431	6,199	5,518	3,533	4,103	101,807	85,499	-	-	-	-	-	-	114,755	98,551
Amortization	14,134	13,820	358,927	348,772	57,412	54,580	311,260	274,492	1,902	1,902	-	-	38,397	35,256	782,032	728,822
Total Expenses	622,808	591,128	966,246	802,663	405,383	382,898	1,232,551	1,135,013	31,776	18,007	328,738	333,234	578,026	575,504	4,165,528	3,838,447
Annual Surplus (Deficit)	\$ 46,565	\$ 153,473	\$ 232,903	\$ (170,340)	\$ 69,260	\$ 39,117	\$ 1,500,919	\$ 946,746	\$ 581	\$ 1,843	\$ (20,715)	\$ 36,287	\$ 676,604	\$ 22,236	\$ 2,506,118	\$ 1,029,361

SCHEDULE 4

THE CORPORATION OF THE VILLAGE OF CUMBERLAND
Segment Disclosure With Budget Information
For the Year Ended December 31, 2012

	General government services		Transportation services		Protective services		Environmental health services		Public health services		Environmental planning and development services		Recreation and cultural services		Total	
	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
		Unaudited		Unaudited		Unaudited		Unaudited		Unaudited		Unaudited		Unaudited		Unaudited
Revenue																
Tax revenue	\$ 477,431	\$ 477,673	\$ 698,020	\$ 698,278	\$ 263,250	\$ 263,362	\$ 171,862	\$ 171,850	\$ 3,190	\$ 3,191	\$ 133,930	\$ 134,005	\$ 401,553	\$ 401,717	\$ 2,149,236	\$ 2,150,076
Sale of services	-	-	-	-	103,517	121,420	1,081,560	1,063,640	16,060	12,070	-	-	77,679	72,600	1,278,816	1,269,730
Transfer from other governments	133,602	133,602	160,789	166,762	79,015	78,952	275,972	541,640	972	972	45,494	163,410	89,147	101,646	784,991	1,206,984
Other revenue and contributions	58,340	32,675	340,341	169,995	28,861	13,111	1,204,076	1,211,205	12,135	12,097	128,599	178,585	686,251	103,967	2,458,603	1,721,635
Total revenue	669,373	643,950	1,199,150	1,055,035	474,643	476,845	2,733,470	2,988,335	32,357	28,330	308,023	476,000	1,254,630	679,930	6,671,646	6,348,425
Expenses																
Wages, salaries and benefits	382,546	394,710	303,593	313,540	218,956	244,160	455,860	501,870	19,835	10,900	171,038	188,010	302,700	306,750	1,854,528	1,959,940
Good and services	222,912	241,530	297,527	351,595	125,482	126,845	363,624	530,545	10,039	17,430	157,700	317,990	236,929	289,760	1,414,213	1,875,695
Debt expense	3,216	3,600	6,199	6,490	3,533	3,600	101,807	101,780	-	-	-	-	-	-	114,755	115,470
Amortization	14,134	13,820	358,927	348,780	57,412	54,580	311,260	274,900	1,902	1,910	-	-	38,397	35,350	782,032	729,340
Total expenses	622,808	653,660	966,246	1,020,405	405,383	429,185	1,232,551	1,409,095	31,776	30,240	328,738	506,000	578,026	631,860	4,165,528	4,680,445
2012 Annual Surplus (Deficit)	\$ 46,565	\$ (9,710)	\$ 232,903	\$ 34,630	\$ 69,260	\$ 47,660	\$ 1,500,919	\$ 1,579,240	\$ 581	\$ (1,910)	\$ (20,715)	\$ (30,000)	\$ 676,604	\$ 48,070	\$ 2,506,118	\$ 1,667,980

**Village of Cumberland
December 31, 2012
PSAB Financial Indicators
Executive Summary**

Sustainability

The degree to which a government can maintain its existing financial obligations both in respect of its service commitments to the public and financial commitments to creditors, employees and others without increasing the debt or tax burden relative to the economy within which it operates.

Assets to liabilities ratio is greater than 1 but decreased to 5.9 from prior year of 6.6. It is still a healthy indicator as the Village has more assets than debt.

Financial assets to liabilities has increased to 1.04 mark from 0.93 mark for the prior year. With this indicator being just over 1.0, it means that no future revenues are required to pay for past transactions and events. While the margin is small, this indicator has consistently improved since 2010 and this indicating a move towards a more sustainable position.

When compared to the prior year, expenses in each functional area as a percentage of total expenses have remained consistent. Revenues from transfers from other government have decreased, but sale of services, other revenue, development cost charges brought into revenue and contributed assets have all increased significantly. Note that, even without the contributed assets of \$1.2 million, revenue would still be higher than last year by approximately \$500,000.

Net financial assets (net debt) to total annual revenue went from a net debt position of 8% of annual revenue in prior year, to a net financial assets position of 4% of annual revenue in 2012; this indicates a trend towards moving away from future revenues being necessary to pay for past transactions.

We can conclude that financial sustainability of the Village is trending in a positive direction.

Flexibility

The degree to which a government can change its debt or tax burden on the economy within which it operates to meet its existing financial obligations both in respect of its service commitments to the public and financial commitments to creditors, employees and others.

Public debt charges (i.e., interest) compared to revenue was remained constant at the 1.7% mark. This is due to a proportional increased in costs of debt and in revenue during the year.

Own-source revenues to taxable assessment has remained steady at around the 54% mark this year. With minor change in the tax base, this ratio has remained static, indicating that you don't have reduced flexibility (on the other hand, given the assumptions involved in this calculation, it doesn't necessarily mean that you have flexibility in tax rates).

Carrying value (or depreciated value) of capital assets has remained steady at around 66% of the original cost. This means that while there are significant older assets owned by the Village, there is some value in some newer assets and reflects that future costs of capital are remaining steady.

We can conclude that flexibility indicators are remaining level.

Vulnerability

The degree to which a government is dependent on sources of funding outside its control or influence or is exposed to risks that could impair its ability to meet its existing financial obligations both in respect of its service commitments to the public and financial commitments to creditors, employees and others.

The ratio of government transfers to total revenues has decreased considerably compared to the past three years due to a scale back of large capital projects. The ratio for 2012 was 12% of revenues compared to 25% in 2011 and 40% in both 2010 and 2009.

We can conclude that vulnerability and dependence on other funding sources is now moderate.



Re: Phasing out Bottled Water Sales in Municipal Facilities

According to a recent City of Nanaimo staff report, municipal tap water is highly regulated to ensure quality and costs less than one tenth of a cent/litre to provide (\$1.00/cubic metre).

Promoting the use of municipal tap water supports the reduction of Green House Gas (GHG) emissions. The GHG gases required to make plastic containers, produce the bottle of water, and ship it to Vancouver Island is far greater than the GHG's needed to get the same volume of water from Town of Comox/Village of Cumberland taps.

The production and use of plastic single serve water bottles has unnecessarily added tonnes of plastic to our recycling efforts and landfills.

We commend the vision shown by the Town/Village of *** in recognizing the problems associated with bottled water and deciding to take action.

On (date) the Town/ Village of (name) passed the attached resolutions and was subsequently designated a Blue Community. We are interested in learning what steps the Town/Village plans to take as they move towards banning bottled water and would like to offer information about steps that are being taken in other communities.

Three main areas affected by transitioning from the sale of bottled water to promoting tap water are:

1. Concessions in municipal facilities or parks that are contracted or leased by the Town/ Village. Staff assistance would be needed to make a complete inventory.
2. Concessions in Town/Village facilities or parks that are operated by community groups. Staff assistance would be needed to identify these.
3. Special event vendors that participate in large community events including ~~Nautical Days, Filberg Festival~~/Empire Days, Chinese New Year, Music Festival, *Big Time Out.*

Implications of Bottled Water Ban

The most important implication involved in the promotion of drinking tap water is public education which will focus on the following:

1. The safety and quality of Comox/Cumberland drinking water;
- ✓ 2. Why the water from fountains and taps does not need to be filtered and re-treated;
3. Why using fountains and/or re-usable water bottles are better than using plastic;
4. Where water bottles can be re-filled (with infrastructure in place); and
5. The safe options available for re-usable water bottles.

There are, of course, financial implications to the banning of bottled water. In order to meet user needs, there may need be a need to upgrade and/or add water fountains

able to fill re-usable water bottles in some Parks, Recreation and Culture facilities. In some cases this will be affordable and fairly easy through the addition of spigots to existing fountains. In other cases, water fountains or dispensers may need to be added. The link below might be useful in this regard.

http://www.insidethebottle.org/Municipalities_Resources_files/Retrofitting%26Upgrading.pdf

Staff would need to research whether the Town/Village has existing contracts with beverage companies. There is also a potential loss of income to the municipality from bottled water sales. This would also have to be researched by staff.

As budget planning proceeds over the next weeks, we hope that the Town/Village will consider what can be accomplished this year and what might be added to the Five Year Plan.

Possible Implementation Plan

When the City of Nanaimo passed the resolutions needed to become a Blue Community, staff was asked to prepare a three year implementation plan which we have summarized below. Our hope is that it will offer a basis for discussion as you move forward.

IMPLEMENTATION PLAN:

Spring/summer 2013: Concessions in Town/Village facilities or parks contracted or leased by the Town/Village

1. Make improvements to drinking water accessibility by retrofitting or replacing water fountains as needed to allow for re-usable water bottle refilling.

*2. Work with vendors and Concessionaires to ban the sale of bottled water in Town/Village managed recreation and park facilities and promote tap water by providing cups and water to patrons (eg ~~Water Pure and Simple~~)

3. Install signage near concessions and vending machines to promote the use of Town/Village drinking water and to indicate location of nearest fountain.

Summer/Fall 2013-Concessions in City facilities or parks operated by community groups)

4. Work with community groups currently selling bottled water at community-run concessions to promote Town/Village tap water.

*5. Promote the use of municipal tap water with operators and managers of community facilities on Town/Village property (eg ????).

2014- Special Events

6. Promote the use of municipal tap water with organizers of special events held at Town/Village venues.

7. Evaluate the use of a community water wagon to be used a special events and community events.

Staff will present an evaluation report to Council in the fall of 2013 evaluating the successes and challenges of the municipal tap water education program.

SUMMARY

To satisfy the criteria for becoming a Blue Community, it is important that the Village/Town of *** develop and implement a plan to transition from selling bottled water to promoting and using municipal tap water in Town of Comox/ Village of Cumberland Parks, Recreation and Culture facilities.

- 4.1 Comox Valley Chapter of the Council of Canadians, re: Blue Communities Project, Resolutions for Consideration
- Jim Goetz, President, Canadian Beverage Association, Sale of Bottled Water
 - John B. Challinor, Director of Corporate Affairs, Nestle Waters, Sale of Bottled Water

Motion: 12-476

KISHI/SPROULE

Water as a Human Right

WHEREAS the United Nations in July 2009 passed a resolution affirming the right of all persons to access clean drinking water and water for sanitation in order to meet fundamental needs;

THEREFORE BE IT RESOLVED that the Village of Cumberland recognizes and affirms that access to clean water is a fundamental human right; and

BE IT FURTHER RESOLVED that this Council calls on the federal and provincial governments to enshrine water as a human right in federal and provincial laws; and

BE IT FINALLY RESOLVED that this Council calls on the Government of Canada to support the recognition of water as a human right in international law.

UNANIMOUS

Motion: 12-477

KISHI/SPROULE

Publically Owned Water & Waste Water Infrastructure

WHEREAS public health depends on equitable access to clean water supplies; and

WHEREAS public ownership & operation of drinking water & wastewater treatment systems have improved access & quality over the past century;

THEREFORE BE IT RESOLVED that the Village of Cumberland is committed to public water & wastewater systems; and

BE IT FURTHER RESOLVED that the Village of Cumberland lobby the federal & provincial governments to fulfill their responsibilities to support municipal infrastructure by investing in infrastructure funding that would address the growing need to renew existing water & wastewater infrastructure & build new systems; and

BE IT FINALLY RESOLVED that this resolution be forwarded to FCM for circulation to members.

Motion: 12-478

SPROULE/GREENING

THAT Council amend the motion to remove the reference to wastewater.

UNANIMOUS

Main motion as amended:

Publically Owned Water Infrastructure

WHEREAS public health depends on equitable access to clean water supplies; and

WHEREAS public ownership & operation of drinking water treatment systems have improved access & quality over the past century;

THEREFORE BE IT RESOLVED that the Village of Cumberland is committed to public water systems; and

BE IT FURTHER RESOLVED that the Village of Cumberland lobby the federal & provincial governments to fulfill their responsibilities to support municipal infrastructure by investing in infrastructure funding that would address the growing need to renew existing water infrastructure & build new systems; and

BE IT FINALLY RESOLVED that this resolution be forwarded to FCM for circulation to members.

UNANIMOUS

Motion: 12-479
KISHI/SPROULE

Bottled Water Restriction

WHEREAS the Village of Cumberland operates and maintains a regulated water system that meets stringent water quality requirements; and

WHEREAS the Village of Cumberland delivers very affordable water to its residents & businesses; and

WHEREAS Cumberland tap water is safe, healthy and more sustainable than single use bottled water; and

WHEREAS Cumberland tap water is readily accessible at most public facilities;

THEREFORE BE IT RESOLVED that the Village of Cumberland wishes to set a positive example to the community on environmental matters; and

BE IT FURTHER RESOLVED that the Village of Cumberland re- enforces its current practice of providing municipal tap water at its meetings; and

BE IT FINALLY RESOLVED that the Village of Cumberland move towards the elimination of the sale of single- use bottled water in any Village owned or administered concessions, vending machines or public facilities where access to municipal tap water exists.

IN FAVOUR: BAIRD
COPEMAN
KISHI
SPROULE

OPPOSED: GREENING

CARRIED



Item 4.1

Dear Cumberland Village Council,

March 1, 2013

I am writing to you on behalf of a collective of food organizations and private businesses that are supporting the formation of a roundtable on Comox Valley's local food system. We are committed to creating a roundtable to work collectively towards a strong and sustainable local food system in Comox Valley.

This roundtable will employ a collective decision making process and use comprehensive methods in identifying, assessing and implementing food initiatives. A holistic perspective will be employed covering short term relief, participation/transition, and system redesign.

Issues that identify the need for a roundtable on the local food system, include:

- Competition and overlap of services.
- Increasing demand on short term relief services.
- Barriers for growth in the local food economy.
- Population health concerns with chronic disease management and prevention.
- Pollution to our local and global environment.

A roundtable will provide opportunity for collective impact on the local food system, we could together envision a secure and sustainable local food system in Comox Valley bringing together the efforts of multi-stakeholders and provide a means to effectively restructure the local food system.

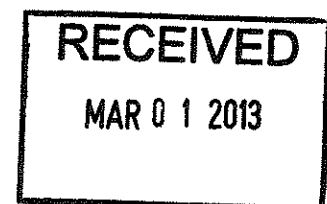
This is a list of organizations who are currently committed to supporting the formation of a roundtable on Comox Valley's local food system:

Comox Valley Family Services Association	Comox Valley Farmers Market
Comox Valley-Lazo Women's Institute	Comox Valley Seed Savers and Growers
Valley Transition Town	Comox Valley Farmers Institute
Neighborhood Connections	LUSH Valley Food Action Society
Tree Island Gourmet Yogurt	Merville Organics
Innisfree Farm	Vancouver Island Health Authority

Please consider your organizations participation. I am available for presentations and discussions to answer your questions. **The first roundtable meeting will be: 12:30 pm – 2pm Friday March 22nd, at the Courtenay Library.**

Kindest regards,

Cynthia Fitton, RN, BScN, MA Community Development Student
Secretary for Board of Directors, LUSH Valley Food Action Society



March 7, 2013

Good day Your Worship and Councillors:

I have a vision of a future that requires change, but that change will not be possible without your continued support. Over four years ago, I began an epic campaign to change the world and to transform the way people viewed their place in it. This is the fourth time I have written to this Council; and I hope that you will continue to be a part of the change I speak of. I write again of the Honey Bee.

Many people still do not realise how important Honey Bees are to our way of life. This is troubling because Honey Bees are responsible for a third of all food we eat. Honey Bees are responsible for 70 percent of our food crop pollination. They are a keystone species; the very cornerstone to the sustainability of our agriculture and the primary basis of stability for our fragile environment. This issue is ever more severe because Honey Bees continue to die at alarming and catastrophic rates in Canada and in every country where they are raised.

There are many explanations offered to illuminate or shed light on the cause or causes of Honey Bee disappearances; foremost and most sinister among them being irresponsible pesticide use, such as neonicotinoids: clothianidin, thiamethoxam and imidacloprid. This is a matter that is currently both a source of passionately emotional and scientifically paramount debate between Canadian Beekeepers and Federal and Provincial Governments. Yet, the average person continues to be left in the dark regarding these concerns which have direct and profound impact on the health of not only wildlife but all citizens of this country. Bernard Vallat, the Director-General of The World Organisation for Animal Health, warned, that "Bees contribute to global food security, and their extinction would represent a terrible biological disaster." Indeed, the demise of the Honey Bee would ensure the extinction of thousands of dependant animal and plant species, bring about the collapse of the food chain and guarantee the destruction of sustainable agriculture, our economy and the environment. As Honey Bees continue to perish, this represents a severe threat to the security of our Nation.

According to the Canadian Honey Council, “The value of honey bees to pollination of crops is estimated at over \$2 billion annually.” The Canadian Association of Professional Apiarists (CAPA) suggests that Canada sustained a national average of honey bee deaths of 29.3% in 2011. Another source indicates that in 2012 almost 99,000 hives died or became unproductive. This amount of loss is greater than what is considered sustainable. Alarmingly, Honey Bees have been disappearing at percentages considered unsustainable for over a decade. Yet, the average person is largely unaware of this threat or what it represents.

That is why that primary of all known solutions is education, awareness and active governmental participation in a resolution to this crisis. Without understanding that there is a problem, we have seen that the general public will take for granted the severity of this global crisis. It is for this reason that I began my campaign in 2009. While it proudly originated in Saskatoon Saskatchewan, it did not end until it spread from coast to coast and found root in distant countries. I had an inspired dream that if municipal governments across Canada were to be unified by a collective, singular proclamation in dedication to the Honey Bee, that more people, through media attention, would be made aware of their alarming decline... ..And resolve to take more necessary action to save this critically important creature and prevent the permanent loss of color and vitality on our wondrous planet.

Imagine a world without blueberries, apples, oranges, broccoli, herbs, almonds, peaches, pears, and over 90 other food crops! Alternatively, imagine a world where only the rich can afford to eat a grape or a peanut! There are Billions of people around the world that already have difficulty finding nourishment in the meagre food they have. Imagine a world where even the middle-class cannot afford fruits and vegetables... ..the lower class will cease to exist and no one will be privileged enough to donate produce to food banks. The poor will starve and there will be chaos; however, this fate is still preventable. It is not yet too late; and you can be an asset in turning aside my terrible predictions. Inform your citizenry of this crisis and with your authority, call on your Provincial Government and our Federal Government to give answer to our collective appeal.

In 7 provinces across Canada and with the support of over 70 municipal governments, May 29, 2010 was recognised as the first annual “Day of the Honey

Bee”. It was officially recognised in declaration by three provincial governments — Saskatchewan, Manitoba and British Columbia and recorded in the Legislative Assembly Hansard of Alberta. The Standing Committee on Agriculture and Agri-Food Canada suggested, “That the Government (of Canada) follow in the footsteps of the Province of Saskatchewan... ..by proclaiming May 29, 2010 as the National Day of the Honey Bee and that this be reported to the House.” As a result, “Day of the Honey Bee” is currently a Motion in the House of Commons, submitted by Mr. Alex Atamanenko, Member of Parliament for BC Southern Interior, currently serving on the Standing Committee for Agriculture and Agri-Food Canada.

In 2011, this special day was endorsed for a second time by Saskatchewan, Manitoba and British Columbia; and supported by 163 municipal governments across Canada.

In 2012, I once more sent thousands of letters. Last year “Day of the Honey Bee” was again celebrated by three provinces; and 179 municipal governments; while many were issued in perpetuity. The national average of support for “Day of the Honey Bee” is just over 25% of the population of Canada! “Day of the Honey Bee” has even been celebrated in The United Kingdom and Turkey. I dearly hope that this year, that you may add to this amazing success.

Furthermore, because of this amazing support, more people learned about the plight of Honey Bees. All across Canada and abroad, beekeepers, apiarists, beekeeping associations, farmer’s markets, postsecondary institutions, municipal groups and other concerned individuals planned activities and events on May 29th and the week surrounding this date, to educate and inform the public. The potential that this day possesses to stimulate the local economy, farmer’s markets and fairs; and produce revenue for local beekeepers, as well as generate research funding, if given official support by this Council, is as overwhelming as it is undeniable.

Nonetheless, even though more than a quarter of the population of Canada has supported the establishment of this day, I have not been able to gain the same level of success with many other Provincial Governments or the Federal

Government of Canada. It is my hope that with my words, you may contribute to this continued success with wisdom and the authority your station affords.

And now therefore, I do humbly request:

- (a) That your Worship and Council, on behalf of your citizenry, resolve to proclaim May 29th, 2013 as the fourth annual “Day of the Honey Bee;” and (if bylaw allows) that this proclamation be issued in perpetuity;
- (b) That in the event proclamations are not issued as a matter of policy, that your Worship and Council please consider, for the purposes of educational awareness, making an exemption to that policy in order to greater serve the broader public interest;
- (c) That in the event there is a municipal ban on beekeeping within your influence, that in collaboration with your provincial apiarist and / or local beekeepers and respecting provincial regulations, that your Worship and Council resolve to antiquate this ban and formally sanction “backyard” or hobbyist beekeeping within your jurisdiction;
- (d) That your Worship and Council resolve to endorse the establishment of a recognised “Day of the Honey Bee” by your Provincial Government, by writing a letter of support to your respective Member of the Legislative Assembly, your respective Provincial Minister of Agriculture and your respective Provincial Apiarist.
- (e) That your Worship and Council resolve to endorse the establishment of a recognised “National Day of the Honey Bee” by the Federal Government of Canada, by writing a letter of support to all respective Members of Parliament of your jurisdiction and to Alex Atamanenko, Member of Parliament for BC Southern Interior.
alex.atamanenko.a1@parl.gc.ca; atamaa@parl.gc.ca.
- (f) That your Worship and Council resolve to endorse the establishment of a recognised “National Day of the Honey Bee” by the Federal Government of Canada, by writing a letter of support to the Honourable Gerry Ritz, Minister of Agriculture and Agri-Food Canada:

The Honourable Gerry Ritz
Agriculture and Agri-Food Canada
1341 Baseline Road
Ottawa, Ontario K1A 0C5

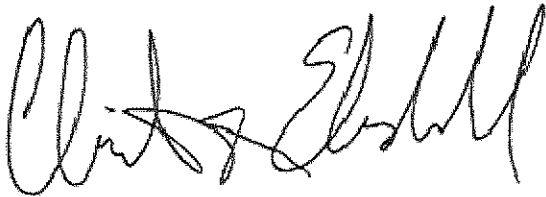
Fax: 613-773-1081

(g) And that in the event a proclamation, endorsement and or response are issued, that the original be sent to the address and contact information provided in this correspondence below; for the purpose of keeping accurate tally and record; and that if copies of your response are to be sent to apiarists or beekeeper-groups that they be given copies.

By these requests, it is my goal that through collective proclamation, more of the populace will be made aware of the dire threats facing the Honey Bee; not only in your region but your province, across Canada and the world.

I thank you for your time and your considerations,

Sincerely,

A handwritten signature in black ink, appearing to read 'Clinton Ekdahl', with a stylized, cursive script.

Clinton Shane Ekdahl
Founder of "Day of the Honey Bee"
129 Avenue E South
Saskatoon, Saskatchewan, S7M 1R7
1 (306) 651 – 3955
cccsseee@hotmail.co.uk

Office of the Chief Administrative Officer

600 Comox Road, Courtenay, BC V9N 3P6

Tel: 250-334-6000 Fax: 250-334-4358

Toll free: 1-800-331-6007

www.comoxvalleyrd.ca



File: 8500-01

March 11, 2013

Sent via email only: stopham@cumberland.ca

Mr. Sundance Topham
Chief Administrative Officer
Village of Cumberland
2673 Dunsmuir Ave., Box 340
Cumberland, BC V0R 1S0

Dear Sundance:

Re: Transit future plan – terms of reference

At its February 26, 2013 meeting the Comox Valley Regional District board of directors adopted the following resolution:

“THAT the Comox Valley transit future plan terms of reference, including the public engagement and communications strategy, be approved;

AND FURTHER THAT the Comox Valley transit future plan terms of reference be forwarded to the City of Courtenay, Town of Comox and Village of Cumberland for their information.”

Therefore, please find attached the Comox Valley transit future plan terms of reference for your information.

If you have any questions regarding the terms of reference, please contact Michael Zbarsky, manager of transit and sustainability, at 250-334-6037 or via email at mzbarsky@comoxvalleyrd.ca.

Sincerely,

D. Oakman

Debra Oakman, CMA
Chief Administrative Officer

Enclosure: Comox Valley transit future plan terms of reference

Comox Valley Transit Future Plan

Terms of Reference

1.0 Introduction

BC Transit, in collaboration with the Comox Valley Regional District, is developing a Transit Future Plan, which establishes the 25-year transit network vision for the region. It also describes the services, infrastructure and investments required, and outlines the implementation strategy to achieve the vision. The plan will support local community goals and objectives, such as strengthening the link between transportation and land use in order to support sustainable growth.

The Transit Future Plan includes a public engagement and communications strategy to inform the project, enhance transit's image and ridership, and build community support for transit improvements.

1.1 Summary of Key Project Objectives

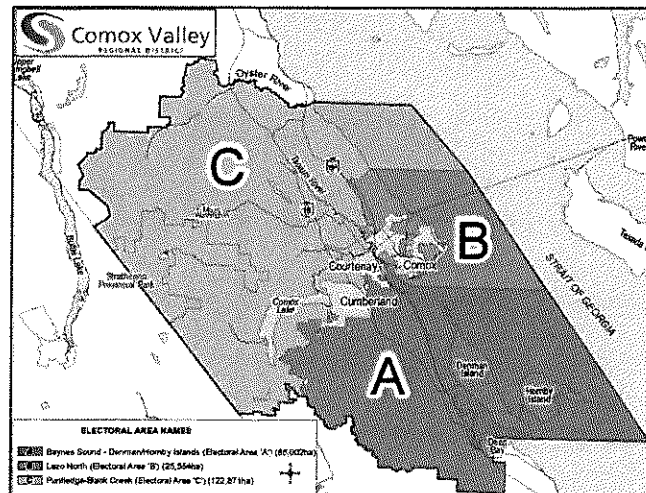
To create a long term vision for transit in Comox Valley that:

- Supports the Comox Valley Regional Growth Strategy, local municipalities' Official Community Plans and other local planning initiatives
- Supports BC Transit's Strategic Plan by:
 - Increasing integration with other types of sustainable travel
 - Influencing and supporting land use and development patterns
 - Identifying priority corridors for transit
 - Enhancing existing partnerships and develop new ones
 - Increasing our environmental, social and economic accountability
- Supports the Provincial Transit Plan's (PTP) strategy for expanding fast, reliable, green transit to increase transit ridership and travel mode share
- Describes the transit service, fleet and infrastructure required to achieve the Transit Future Vision, and establishes a prioritized implementation strategy to evolve transit over the next 25 years
- Build community understanding of the value of transit and support for increased transit investment

2.0 Scope of Work

2.1 Transit Future Plan Study Area

The Comox Valley Transit Future Plan study area includes all municipalities, towns and populated areas within the Regional District, both with and without existing transit service. There are three principal population centers: the City of Courtenay, the Town of Comox and the Village of Cumberland, in addition to several core settlement areas such as Komoks First Nation, Saratoga Beach and Mt. Washington. This does not preclude identifying connector services from adjacent Regional Districts to the Comox Valley.



2.2 Project Phases

2.2.1 Confirm project structure and public engagement strategy

- Review and confirm the project scope, study area, and management structure (as presented in this document).
- Develop and confirm the project's public engagement and communications strategy.

2.2.2 Context and analysis

- Gather and analyze relevant plans, policies and objectives in the Comox Valley that includes, but is not limited to the Regional Growth Strategy, Comox Valley Sustainability Strategy, Official Community Plans, Area Development Plans and Transportation Plans for Courtenay, Comox, Cumberland and the Regional District.
- Review and document historical transit data, and collect new data where required for all services within the defined Transit Future Plan project area. This includes taking inventory of existing transit infrastructure and conventional and custom system performance.
- If available, gather and analyze existing and projected travel patterns, both geographical and temporal, and identify existing and future destinations and travel markets.
- Document historical, existing, and projected contextual data including demographics, land use, and traffic patterns.

2.2.3 Vision and goals

- Lead the creation of a unified vision statement and goals for transit in the region over the next 25 years that aligns with provincial and local strategic direction.
- Establish transit performance guidelines.
- Establish a 25 year ridership and mode share goal for conventional transit.

2.2.4 Transit Future Network

- a. Develop the 25-year transit network vision for the region that is composed of service layers tailored to compliment future land use plans.
- b. Determine the transit infrastructure required to support the future network including but not limited to the operations and maintenance center, transit stations and exchanges, park and ride facilities, transit priority measures and passenger information technologies.
- c. Identify the conventional and custom resources (fleet and service hours) required to fulfill the vision.
- d. Benchmark the future conventional transit network to other comparable communities.

2.2.5 Implementation strategy

- a. Develop a prioritized list of service packages to be implemented in order to incrementally reach the 25 year vision, including identification of “quick win” improvements to be considered for immediate implementation. These service packages will estimate the required service hours and fleet. Each package may take several years to implement depending on budget allocations.
- b. Develop a prioritized list of facilities required to support transit service including but not limited to transit maintenance and operations centers, transit stations and exchanges, park and ride facilities, priority measures and passenger information technologies.

2.2.6 Create final report

- a. The final report will describe the planning process, results and recommendations in addition to an Executive Summary tailored to a non-technical audience, that clearly highlights the key findings of the plan.

2.3 Updating the Plan

The Comox Valley Transit Future Plan will be updated every five years to help ensure the plan best meets the needs of a changing and growing Region.

3.0 Roles and Responsibilities

The overall goal of the planning process is to foster an atmosphere of co-operation and collaboration with the respective municipalities during the planning process to ensure a successful outcome. The following section outlines the roles and responsibilities of groups and individuals and describes the roles in contributing to the plan's success.

- 3.1 Approving Authorities** include the BC Transit Board and the Comox Valley Regional District Board. Together they hold all of the decision making authority for the Comox Valley Transit Future Plan. Upon approval by the Working Committee, the CVRD will receive updates at key milestones (as identified below) and may provide feedback to ensure the plan meets the goals and direction desired for the region. At the conclusion of the planning process, both approving authorities will be asked to endorse the plan as the guiding document for transit investment in the Comox Region for the next 25 years. Approving the plan will not have direct budget implications.

3.1.1 Key milestones include:

- *Draft 25 – Year vision, goals, targets and the Transit Network Vision*
- *Draft implementation strategy*
- *Draft Transit Future Plan*

3.2 The Working Committee is the Transit Management Committee (TMAC) which is composed of staff members from each of the local municipalities. Led by BC Transit, this committee will develop all plan elements in a collaborative fashion; coordinate and facilitate the public engagement process; and ensure plan development is complimentary to local and provincial planning initiatives. Members are expected to provide information regarding traffic, current and projected transportation demand, current and future land use, demographics and other pertinent data to BC Transit to ensure the robustness and accuracy of the plan. This committee plays an advisory role and does not have direct decision making authority.

3.3 Local Government Responsibilities

Recognizing that it is in the best interest of each local partner to maximize public input, it is expected that local partners assist in the public engagement process by:

- Communicating project development with fellow staff members and elected officials, and consulting with various internal departments as needed. All internal feedback should be communicated to the Working Committee members;
- Gathering contact information for key stakeholders;
- Coordinating the logistics of public meetings and open houses;
- Assisting BC Transit with staff and supplies as needed to help set-up and facilitate public meetings and open houses;
- Advertising public engagement opportunities through local media sources, which may include the local partner's website, mailings, or newsletters. The local government will also assist in recommending advertising locations. BC Transit will coordinate formal advertising on the BCT website, newspapers, and radio.

3.4 Technical Team consists primarily of the Operating Company's staff including drivers, supervisors, management and other specialty departments as necessary. The Technical Team will lend their expertise and insight as needed throughout the entire process.

4.0 Meetings

4.1 Frequency

- 4.1.1** Meetings will be held on an as needed basis in a timely fashion. The frequency of the meetings may increase or decrease depending on the level of project planning involved or the timing and complexity of decisions required.
- 4.1.2** All Working Committee members are expected to attend all scheduled meetings. If a member is unable to attend in person they can attend via conference call, or alternatively send a designate.

4.2 Format/Locations

- 4.2.1 In person meetings will be held in the Comox Valley.
- 4.2.2 Depending on the subject matter, meetings may be held via teleconference or webinar. BC Transit will provide the conference call information.

5.0 Sharing of Information

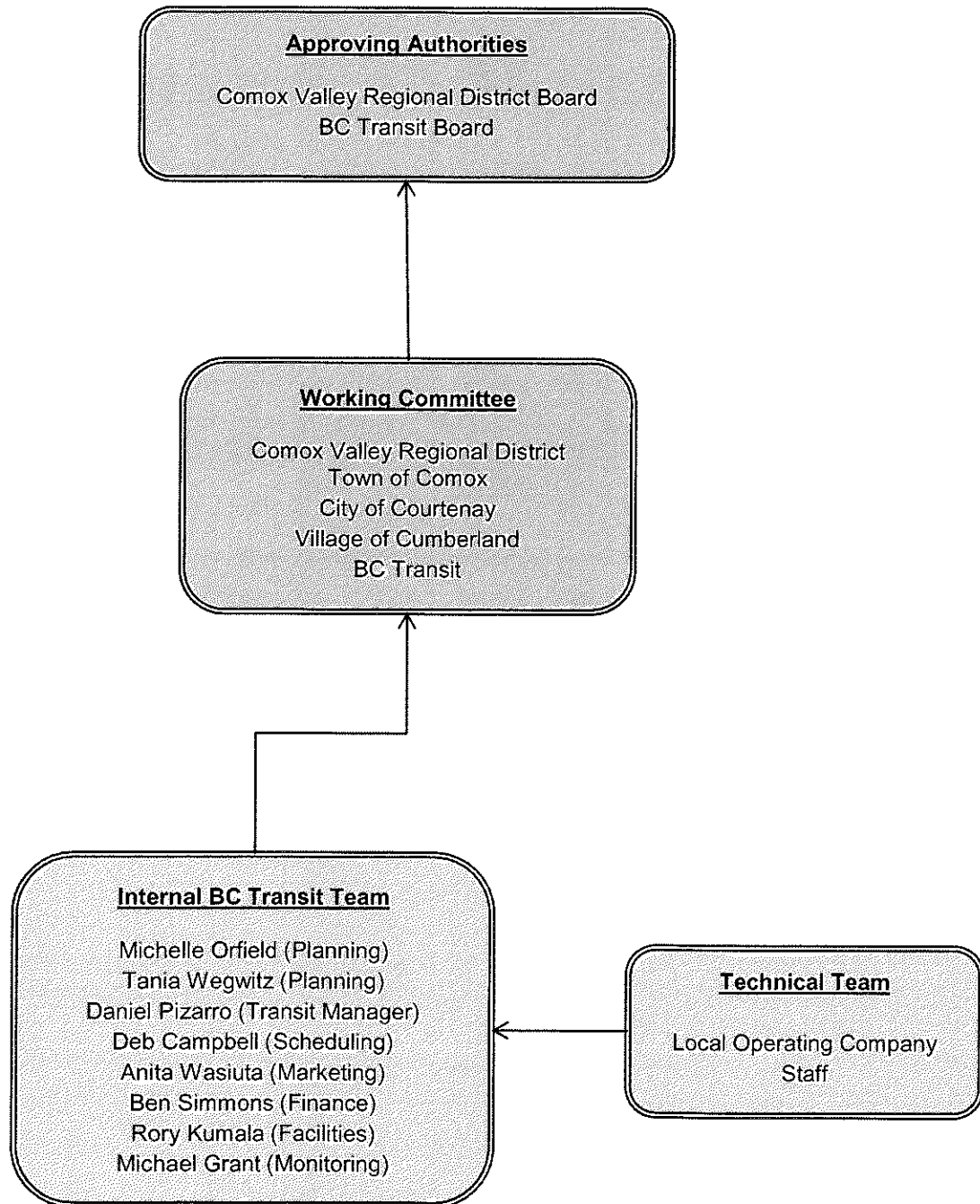
5.1 Confidentiality

- 5.1.1 All members of the Working Committee and are expected to respect the confidentiality of information shared within meetings while recognizing that all finalized meeting minutes, project plans, emails and other transmittals are subject to public inquiry under the Freedom of Information Act.

5.2 Mayor and Council

- 5.2.1 Council and Board decisions may be required for the planning process to advance. Local staff members of the Working Committee are responsible for preparing the necessary staff reports to advise Mayor and Council or the Board of the relevant issues and offer recommendations endorsed by the Working Committee.

6.0 Project Reporting Structure



7.0 Public Engagement & Communication Strategy

A key part of achieving the Transit Future Plan objectives depends on effectively engaging the community in the plan's development and consistently communicating project progress. This strategy describes the objectives, tools and methods that will be used to foster public engagement.

7.1 Public Engagement Objectives

The objectives of local government, stakeholder and public engagement with the Comox Valley Transit Future Plan are:

- a. To communicate to local government elected officials and staff, transit staff, stakeholders, and the public the purpose and objectives of the Transit Future Plan in order to enable their participation;
- b. To listen to and incorporate the opinions, suggestions and needs of stakeholders, local government, and current and potential customers;
- c. To ensure that concerns and issues regarding transit are aired and addressed through the Transit Future Plan process;
- d. To ensure that the Transit Future Plan process and outcomes have widespread support within BC Transit and the local government partners;
- e. To positively enhance the transit system's image and community partnerships; and,
- f. To act as an opportunity to build knowledge, skills, and capacity of participants.

7.2 Public Engagement Approach

The Transit Future Plan will employ a two-phased approach to engage the public:

- **Phase I** is referred to as the “**Listening**” stage. The objective of this phase is to discover how the current system performs and to what degree it meets or does not meet the needs of the region and each community. Short term, community specific input will also be gathered to better inform the Implementation Strategy.
- **Phase II** is titled “**Echoing Back.**” This phase will present the draft 25-year Transit Future Network and Implementation Strategy for review and comment.

The Transit Future Plan will also solicit targeted feedback from key stakeholders in the region. Stakeholders include organizations, institutions, major employers, community associations, etc. Local government partners will be responsible for identifying the stakeholders.

In order to more effectively involve and inform local elected officials, the Transit Future Plan will include an Elected Officials forum.

7.3 Communication Tools

The aim is to use a range of tools that will maximize opportunities for public/ stakeholders input within time and resource limitations. Involvement techniques will include both “structured” input, organized around key technical issues (e.g., focus groups, feedback forms, response to service options), and more open meetings to allow for free flowing opinions and suggestions on existing or proposed services. Listed below are some of the types of tools to be used:

7.3.1 Online

The BC Transit Transit Future website (<http://www.bctransit.com/transitfuture/>) will be used to house project information with links to the site from the BC Transit websites for the Comox Valley transit system. The Transit Future site will contain documents as they become available, advertisements for public input opportunities, community input results, and general project updates. It will also feature opportunities for engagement in various forms including but not limited to the Game Plan public engagement tool, surveys, open box comment forms and email contacts. These tools will be used throughout the process as detailed in the Action Plan. It will also be asked of each Municipality to provide links to the project's website on their home page.

7.3.2 Print

Posters located on buses, at major exchanges, in Municipal Halls, and other Community destinations will help notify the public of the project, the project's website and public engagement opportunities. Newspapers and local newsletters will also help reach a wider audience. Various types of print media will also be vital to the process of open houses and workshops.

7.3.3 Mobile Outreach

BC Transit's recently created Transit Future bus offers opportunities for mobile open houses and outreach. The bus (a 1991 New Flyer that was one of the first low-floor accessible buses in service in North America) has been converted to showcase the benefits of transit and gather specific information about transit systems and Transit Future Plan proposals.

7.3.4 Media Outreach

Press releases, media backgrounders and media advisories will be used to alert local newspapers and radio stations to public involvement and outreach opportunities.

Please note that media queries related to the project should be directed to Meribeth Burton, Corporate Spokesperson, BC Transit at 250-995-5720 (Cell: 250-507-8145) or meribeth_burton@bctransit.com.

7.3.5 Audible

In order to reach a diverse audience, efforts will be made to utilize local news and radio stations to help advertise public input opportunities.

7.3.6 Formal

Project updates including information and summaries of received public input will be presented to each municipality and Regional District for final comment near the end of each major phase. Each update will specify the method to provide official comment and the timeframe in which the comment is to be received.

8.0 Communication and Public Engagement Action Plan

Phase I Listening		
Objectives	• Raise awareness of the Transit Future Plan • Gather a wide array of opinions on current system performance • Ascertain unmet needs • Listen to the community	
Advertising	• Interior bus cards • Newspaper ads • Posters for placement around community and at all exchanges. • Ads on BC Transit and local government's websites	
Passive Communication	• Online Survey	
Active Consultation	• Stakeholders Advisory Group (SAG) • On-bus survey	Dates and Locations TBD
Phase II Echoing Back		
Objectives	• Present & receive feedback on Transit Future Network Vision • Present & receive feedback on Implementation Strategy	
Advertising	• Interior bus cards • Newspaper ads • Posters for placement around community and at all exchanges. • Ads on BC Transit and local government's websites	
Passive Communication	• Online viewing of open house materials • Online survey	
Active Consultation	• Stakeholders Advisory Group (SAG) • Open houses	Dates and Locations TBD

9.0 Project Timeline

Date	Activity
November 2012 – February 2013	Review and confirm project Terms of Reference
January – April 2013	Collect and document data
March – May 2013	Public engagement
May - June 2013	Vision and goals development
July - August 2013	Transit Future Network Vision
September – October 2013	Implementation Strategy
November – December 2013	Public engagement
January – May 2014	Prepare draft Transit Future Plan
May – June 2014	Comox Valley Transit Future Plan approval

10.0 Approvals

The undersigned agree to the Terms of Reference as outline above, and are in support of further work to develop the long range plan:

X _____

Chief Administrative Officer
Comox Valley Regional District

X _____

Vice President Business & Development
BC Transit

Item 5.3

Office of the Chair

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



File: 5330-20/South Sewer

March 14, 2013

Sent via email only: stopham@cumberland.ca

Mayor and Council
Village of Cumberland
2673 Dunsmuir Avenue, Box 340
Cumberland, BC V0R 1S0

Sent via courier

Chief and Council
K'ómoks First Nation
3320 Comox Road
Courtenay, BC V9N 3P8

Dear Mayor and Council, and Chief and Council:

Re: South sewer project - initial partner meeting

With the recent federal grant funding announcement for the south sewer project, we are excited to be moving forward with this project.

As a partner, you are invited to participate in a preliminary discussion on governance and process for the project. This meeting has been set for:

Tuesday, March 26, 2013
1:00 p.m. to 3:00 p.m.
Comox Valley Regional District boardroom – 550 Comox Road

We encourage you and your senior staff to join me, Area 'A' Director Bruce Jolliffe, and our senior staff at this meeting.

Please RSVP to Teresa Warnes, executive assistant, via email at twarnes@comoxvalleyrd.ca or via telephone at 250-334-6008.

Sincerely,

A handwritten signature in black ink, appearing to read 'Edwin Grieve', with a stylized, cursive script.

Edwin Grieve
Chair

cc: Director Bruce Jolliffe, Electoral Area 'A'
Sundance Topham, chief administrative officer, Village of Cumberland
Melinda Knox, band manager, K'ómok's First Nation

Enclosure: March 26, 2013 agenda

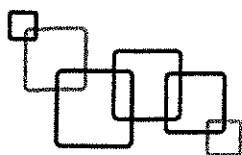
Notice of meeting of the
South Sewer Project Partners
Tuesday, March 26, 2013
Boardroom, 550B Comox Road
1:00 p.m. – 3:00 p.m.

A. Project Overview 1:00 – 2:00pm

1. Overview of each partners project interest
 - CVRD Electoral Area M. Rutten
 - Village of Cumberland Cumberland
 - K'ómoks First Nation KFN
2. Project timeline/key milestones M. Rutten

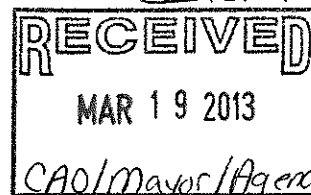
B. Next Steps 2:00 – 3:00pm

1. Governance Director Jolliffe
 - Proposed south sewer partner committee
 - Membership
 - Terms of reference
2. Resources K. Lorette, D. Oakman,
S. Topham, M. Knox
 - Project management
 - Communication



VIEA

VANCOUVER ISLAND
ECONOMIC ALLIANCE



March 19, 2013

Village of Cumberland
Mayor Leslie Baird
2673 Dunsmuir Ave.
Cumberland, BC, V0R 1O5

Dear Mayor Baird,

On behalf of the Vancouver Island Economic Alliance, I wish to thank you for your continuing support. According to our records, your membership is due for renewal as of January, 2013.

As you well know, VIEA's role is to support Vancouver Island's regional economic development strategy, facilitate discussion, encourage participation and coordinate activities. A regional economic strategy requires broad participation amongst jurisdictions. The more groups participate in a regional economic development strategy, the stronger and more effective it will be.

The Vancouver Island Economic Alliance is a proactive, facilitative, independent body. Our revenues are driven from entrepreneurial activity from three main sources: Membership, Contract Management and our annual events Linking Island Business and State of the Island Economic Summit. Revenues generated are reinvested into projects to benefit all Vancouver Island Businesses and Stakeholders. Current initiatives include:

- Linking Island Business -- (Just completed the 3rd annual event in partnership with the Parksville & District Chamber of Commerce.)
- Convening for Action on Vancouver Island -- a continuing partnership with CAVI to encourage an inter-regional approach to water shed management.
- Attracting Foreign Investment to Vancouver Island -- (Watch for updates. We're hoping to launch this program in 2013.)
- Economic Gardening to help grow Island businesses -- (Watch for updates. We're planning to launch this program in 2013.)
- Major Projects Portal -- Pilot program in partnership with BC Hydro, Campbell River Chamber of Commerce & VI Construction Association in support of the John Hart project.
- Industry Speed Dating for the North Island Hospitals Project -- In partnership with VIHA and others -- (Watch for updates. This initiative will be launched in May 2013.)

The 2012 Economic Summit last October was a huge success—raising the national and international economic profile of Vancouver Island by featuring Mark Carney, Governor of the Bank of Canada addressing well over 500 business, community and government leaders. The

2013 Economic Summit will be held October 29 and 30. The program outline is available to review on our website – www.viea.ca.

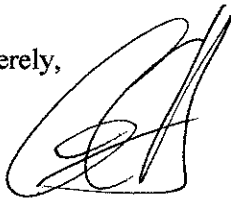
The VIEA Board of Directors is also continuing the practice of holding open board meetings and making presentations in communities across the Island:

- November 2012 – Royal Roads University – Victoria
- January 2013 – Vancouver Island Real Estate Board – Nanaimo
- February 2013 – Community Futures Mount Waddington – Port McNeill
- March 2013 – Parksville Community and Conference Centre
- April 2013 – Association of VI and Coastal Communities Annual Conference - Sooke
- April 2013 – Tofino Chamber of Commerce
- May 2013 – Cowichan lake Chamber of Commerce
- June 2013 – AGM – TBD

Attached with this letter is an invoice for your VIEA membership renewal. You can pay by cheque and mail to P.O. Box 76, Station 'A', Nanaimo, BC, V9R 5K4 or you can go on-line at www.viea.ca and renew your membership along with registering to attend the 2013 Economic Summit, October 29/30.

Again, thank you for your continued support.

Sincerely,



George Hanson, M.Sc., President
Vancouver Island Economic Alliance

We're thinking of holding
our AGM in the Comox
Area. Might the Village
like to host this?



CUMBERLAND CHAMBER OF COMMERCE

Village of Cumberland
Box 340
Cumberland BC
V0R 1S0



On behalf of the Cumberland and District Chamber of Commerce I am writing to request the Village of Cumberland's permission to present our annual Empire Week Market Day event, Saturday May 18, 2013. The format will follow past years' events in that the primary focus will be on the street market itself, featuring local arts & crafts and products from Cumberland based retailers & restaurants. Plans include other activities such as the traditional Pancake Breakfast, performances, and interactive arts projects for children and families in the Village Square.

The schedule for this year's Market Day would necessitate closure of Dunsmuir Ave between First Street and Fourth Street between the hours of 7:00 am and 5:00 pm on May 18. The Chamber will notify affected businesses and residents, BC Transit, Cumberland Fire Department, Cumberland Ambulance Service and the RCMP of the road closure and events.

Permission is also requested for the use of Village Square and access to the electrical available in this space. Use of the Village of Cumberland's street barricades would be most appreciated. I will contact the Village Office in early May to make arrangements for pick up and return of the street barricades.

Should there be specific regulations set by the Village of Cumberland governing the physical set up of the street vendors, please forward these details to me and I will ensure that our on-site crew is aware of them.

If there are any questions or concerns surrounding this event please do not hesitate to get in touch with me at the contacts above.

We thank you in advance for your support!

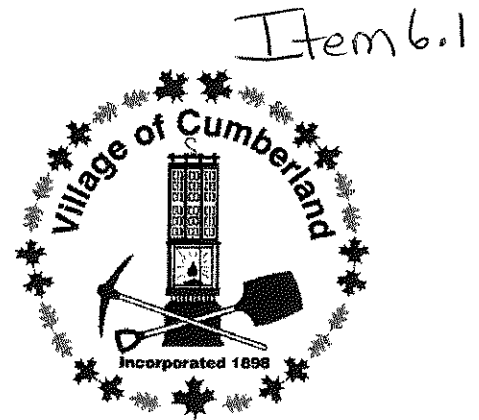
Sincerely,

A handwritten signature in black ink, appearing to read "Caroline Tynchuk".

Caroline Tynchuk, Treasurer

Cumberland and District Chamber of Commerce

COUNCIL REPORT



REPORT DATE: March 18th, 2013
MEETING DATE: March 25th, 2013

File No.: Lake Park 2013

TO: Mayor and Councillors
FROM: Kevin McPhedran, Parks and Outdoor Recreation Coordinator
SUBJECT: Lake Park: Contract Addendum

RECOMMENDATION

- i. THAT Council receive the *Lake Park: Contract Addendum* report.
- ii. THAT Council enter into an addendum agreement with John E. Jones for the remaining term of the Lake Park contract ending December 31, 2014 for the purposes of clarifying terms and language regarding management and operation of the Cumberland Lake Park Campground and to authorize the Mayor and Chief Administrative Officer to execute the agreement.

SUMMARY

Village staff have recently responded to several management issues at Lake Park. In responding to these issues, it has been determined that the Contractual Agreement between the Village and the Contractor needs clarification. Furthermore, important changes in both Village capacities (through the hiring of a *Parks and Outdoor Recreation Coordinator*) and Lake Park operations (e.g. a new water treatment system, the planned operation of a Group Campsite) have occurred following the signing of the Contract in March 2012. In order to recognize these changes and rectify any concerns or omissions in the Contract, Village staff have drafted an Addendum to the Contractual Agreement. This Addendum is to serve as a supplement to the Contractual Agreement dated March 13, 2012; its intention is to clarify language and terms regarding management and operation of Cumberland Lake Park Municipal Campground.

BACKGROUND

The provision of services, operation, and management of Cumberland Lake Park Municipal Campground is currently contracted out by the Village to John Jones. The term of this Contract is March 13, 2012 to December 31st, 2014. Recently, several management and operational issues have come forward that have required a response from the Village. In response to a review of the existing Contract, Village staff have drafted an Addendum that provides several updates, clarifications and additional language that will provide greater clarity to both the

Village and the Contractor regarding Lake Park management. This Addendum will be supplementary to the Contractual Agreement and will assist both the Village and the Contractor in improving services and public safety standards, creating outdoor recreation opportunities, and better managing for ecological integrity at Lake Park.

Village staff have worked with the Contractor throughout the process of drafting this Addendum including hosting several meetings to ensure both parties are in support of the additions, revisions and changes. The Contractor is supportive of the amendment to the Contract through the addition of the Addendum to the Contractual Agreement.

Key issues and changes that are identified and clarified in the Addendum include:

- Operation of the former Water Ski Club as a Group Campsite in the 2013 and 2014 operating seasons
- Hazard/wildlife tree management
- Firewood sourcing
- Water and sewer system- clarifications on roles and responsibilities, including added language on reporting requirements
- Improved language on Village and Contractor maintenance responsibilities
- Definition of important language such as *off season* and *Protected Wilderness Area*
- Improved overall reporting procedures
- Improved language regarding the establishment of partnership agreements for recreation opportunities and trail stewardship
- Policy regarding non-recreational use, e.g. park use for military training

The Village would like to amend the Contract to include the addition of the Addendum to the Contractual Agreement for the remainder of the term, from March 31, 2013 to December 31, 2014.

FINANCIAL IMPLICATIONS

Revenue collected will increase through the provision of a new fee-based service- the operation of a Group Campsite at the former Water Ski Club Site. As per the terms of the Contractual Agreement, the Village will obtain 10% (gross) of this revenue, while the Contractor will retain the remaining 90%. Village staff are working with the Contractor on Group Campsite operations policy including the creation of a fee schedule.

The Village has not been active in the management of the former Water Ski Club Site in the past and future investments in infrastructure are required at this site to improve safety and service standards; these investments will need to be accounted for in overall capital spending on Lake Park infrastructure.

STRATEGIC OBJECTIVE

Ongoing projects are in line with *Goal J: Develop ecotourism plan* of the 2013 Corporate Strategic Priorities.

ATTACHMENTS

- A. Cumberland Lake Park Campground: Addendum to Contractual Agreement
- B. Existing Contract

CONCURRENCE

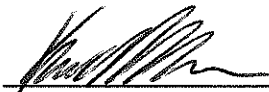
Rob Crisfield
Manager of Operations 

Michelle Mason
Financial Officer 

OPTIONS

1. The Corporation of the Village of Cumberland amend the Contractual Agreement with John E. Jones, Cumberland Lake Park Municipal Campground Operator, to include the Addendum as a supplement to the Contract.
2. Any other action deemed appropriate by Council.

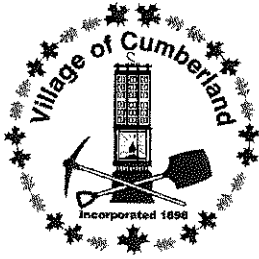
Respectfully submitted,



Kevin McPhedran
Parks and Outdoor Recreation Coordinator



Sundance Topham
Chief Administrative Officer



Corporation of the Village of Cumberland

2673 Dunsmuir Avenue
P.O. Box 340
Cumberland, BC V0R 1S0
Telephone: 250-336-2291
Fax: 250-336-2321
cumberland.ca

Cumberland Lake Park Campground: ADDENDUM TO CONTRACTUAL AGREEMENT

This Addendum dated the _____ day of March, 2013.

This document serves as an Addendum to the Contractual Agreement dated the 13th day of March, 2012, between:

The Corporation of the Village of Cumberland
PO Box 340, 2673 Dunsmuir Avenue, Cumberland, BC, V0R 1S0
(hereinafter called the "Village")

AND

John E. Jones
P.O. Box 904, 3338-2nd Street, Cumberland, BC, V0R 1S0
(hereinafter called the "Contractor")

This purpose of this addendum is to serve as a supplement to the Contractual Agreement dated March 13, 2012 and is intended to clarify language and terms regarding management and operation of Cumberland Lake Park Municipal Campground.

1. Off Season Roles and Responsibilities:

The Contractor and the Village agree to the definition of the *off season* as: the dates in which the Campground is not in operation, typically scheduled as October 1 to April 30. (Contractor can exercise an option to open the Campground early or close late, as agreed upon in the Contractual agreement.)

While the primary off season duty of the Contractor is to perform security checks, the Village would like to clarify that other off-season responsibilities may exist, including, but not limited to:

- Creating and promoting outdoor recreation opportunities
- Providing park access to organizations such as outdoor education groups, military training groups, and other special interest groups
- Maintenance of roadways and major trails, including the clearing of windfalls
- Monitor and empty off-season garbage receptacles located throughout the day use area of Lake Park

2. Group Campsite:

The Village and the Contractor agree that the former Water Ski Club Site is to be operated during the 2013 and 2014 operating season as a Group Campsite that is accessible for use by the public through a reservation system.

Contractor Responsibilities:

- The Contractor agrees to present to the Village an operating plan for this Group Campsite no later than April 15th, 2013; this plan shall include, but not be limited to, the following:
 - Details regarding the reservation system
 - Maximum length of stay policy
 - Minimum and maximum number of site occupants
 - Fees
 - Accessibility regulations of the site, including gate access
- The Contractor agrees to operate the Group Campsite in the 2013 and 2014 operating season subject to policies as mutually agreed upon by the Village
- The Contractor agrees to maintain the facilities at the campsite, including pit toilet sewage pumping services as required
- The Contractor agrees to make the Group Campsite available for youth outdoor recreation programming in the off-season

Village Responsibilities:

The Village agrees to provide the following:

- Assist with the creation of policy regarding the management of the Group Campsite
- Grading of the Group Campsite access road as required and mutually agreed upon throughout the operating season, free of charge

3. Provision of Recreational Opportunities and Establishment of Partnership Agreements:

Beginning in late 2012, and after the signing of the Contractual Agreement, the Village hired a *Parks and Outdoor Recreation Coordinator*. The Village would like to clarify that the Parks and Outdoor Recreation Coordinator will work with the contractor to reach mutually agreeable solutions to management issues at Lake Park and part of this role will be to work with the Contractor to assist in facilitation of outdoor recreation opportunities with like organizations.

Contractor Responsibilities:

The Contractor agrees to enter into formal agreements with like community groups to ensure that Lake Park is available for the provision of outdoor recreational programming.

Village Responsibilities:

The Village agrees to assist the contractor in facilitating agreements with like organizations for the use of Lake Park. As part of this, the Village agrees to assist in the creation of a "Use Agreement" template for the Contractor to use.

4. Use of Lake Park for Military Training Exercises and Other Non-Recreational Uses:

The Contract lacks specific language regarding military and other non-recreational access to Lake Park for the purpose of conducting training exercises and other uses. Where an application for use of Lake Park is not for the purposes of recreational use (e.g. military requests), the Village will continue to receive the request and make the final decision with regards to approval. If an application is approved by the Village it will be forwarded on to the Contractor who will be responsible for coordinating access.

5. Danger/Wildlife Tree Management:

With respect to the management of danger/wildlife trees, the Village would like to clarify the roles and responsibilities of the Contractor and the Village:

The Contractor shall:

- Hold a valid Wildlife/Danger Tree Assessor certificate- Parks and Recreation Module OR have an employee of the Contractor hold valid Wildlife danger/tree assessor certification OR hire a contractor with appropriate certification
- Do an annual assessment of danger/wildlife trees in the park (targeting campsites, roadways, day use areas, picnic sites, parking lots, trails, toilets) and submit reports and assessments to the Village. This assessment is to occur in the spring of each year, prior to the Campground opening
- Notify the Village if any hazard trees require modification or removal prior to or during the campground operating season
- Upon receiving approval from the Village, have any tree removal or modification completed by a worker with appropriate certification as per Work Safe BC regulations

The Village shall:

- Review annual assessments submitted by the Contractor in a timely manner
- Provide written consent for any hazard tree work required, including the falling of trees

6. Provision of Services: Firewood Sales

The Contractor shall:

- Not source firewood from within Lake Park unless the firewood is obtained from windfall that lands on a park road or campsite
- Not fall or remove any trees, standing or windfall, from Lake Park for the purpose of sourcing firewood, unless approved by the Village

7. Trail Maintenance and Development:

All new trail construction and improvements must first be approved by the Village.

Contractor Responsibilities:

The Contractor agrees to enter into formal agreements with volunteer trail building and maintenance groups to ensure that Lake Park trails in the Protected Wilderness Areas are developed appropriately and sustainably.

Village Responsibilities:

The Village agrees to assist the contractor in facilitating agreements with like trail building and maintenance groups at Lake Park. As part of this, the Village agrees to assist in the creation of a "Trail Stewardship Agreement" template for the use of the Contractor.

8. Definition of Protected Wilderness Area:

The Contract contains language pertaining to the *Protected Wilderness Area*. The Village would like to define the location of this area as follows:

The *Protected Wilderness Area* shall include all areas within the park to the south of Comox Lake Road, to the south of the parking area adjacent to the Campground office, to the south of the campground road accessing the Group Campsite, and to the south and west of the Group Campsite.

9. Water Testing:

As new water treatment infrastructure has recently been installed, the Village would like to update the language of the Contract (found on page 6) pertaining to water system management to the following:

Contractor Responsibilities:

Overarching responsibilities: (Contractor shall) Provide day-to-day operation and maintenance of all aspects and areas of Cumberland Lake Park Municipal Campground including, but not limited to: Water supply and distribution (including daily monitoring of the automatic chlorination system (Hach®) and daily chlorine residual testing, including daily record keeping.)

Furthermore, with respect to the water system, the Village is adding the following language to the *Overarching responsibilities* section of the Contract on page 6:

(Contractor shall) maintain required Small Water System Operators certification; maintain a Water Emergency Plan; and display water license provided by the Village, as per Vancouver Island Health Authority (VIHA) regulations.

And finally, with respect to the water system, the Village is adding the following language to the *Overarching responsibilities* section of the Contract on page 6:

(Contractor shall) notify Village of Cumberland Public Works staff immediately if chlorine residual (Hach®) test read below 0.2 or above 1.0.

Village Responsibilities:

With regards to the operations of the water treatment system, the Village agrees to the following roles and responsibilities:

- Start-up of the chlorination treatment system prior to the opening of the Campground each season
- Shut-down of the chlorination treatment system at the end of the Campground operating season
- Weekly monitoring of the water and chlorination treatment system

10. Village Inspections:

The Village would like to clarify the language found on page 3 of the Contractual agreement regarding Village inspections to include:

- The Contractor shall have all areas of the park, including facilities, trails roads, the Group Campsite, and all documentation and records such as chlorine residual, hazard tree and other records, accessible for inspection by the Village at all times.

- The Village would also like to provide notice to the Contractor that evaluations of the Contractor's performance may take place at any time throughout the year, and include site visits by Village staff.

11. Annual Reporting:

Village Responsibilities:

The Village agrees to provide the Contractor with a template to be used for the annual report. This template will assist both the Contractor and the Village in ensuring the necessary information is reported in the Yearly Report. This template will be made available to the Contractor by October 1st, 2013.

12. Preventative Maintenance versus Capital Upgrades:

The Village and the Contractor feel as though further clarification is necessary to the section of the concerning overarching maintenance responsibilities found on page 6 of the Contract.

Contractor Responsibilities: the Contractor will be responsible for

- Preventative maintenance activities: these activities include things such as clearing culverts of debris, painting and staining, using Septic tank enzyme products to increase longevity of septic system, cleaning of all facilities and surfaces
- Minor repairs and upgrades: e.g. pothole repairs on roads, replacing picnic tables and their components

Village Responsibilities: the Village will be responsible for

- Capital upgrades: replacement of structures or major components of structures (e.g. roofs, walls, beams, decks, etc.) or new construction of any structure (buildings, storage sheds, pit toilets, picnic shelters, etc.)
- Capital upgrades to major services such as sewage treatment system, water treatment system, roadways (e.g. paving, replacing bridges, culverts)

13. Maintenance of the Septic System

As requested by the Contractor, further clarification is required regarding the roles and responsibilities of the Contractor and the Village insofar as the maintenance of the sewage treatment system.

Contractor Responsibilities: the Contractor will be responsible for

- Ensuring that the septic tanks are pumped out in a timely manner.
- Ensuring that filters in the upper tanks are cleaned on a regular basis
- Ensuring the ground above the septic field is kept clear and is mowed as required
- Ensuring that the appropriate protocols are followed when the alarm is activated, and ensuring the Village is notified if such a situation occurs
- Ensuring that, during the "pump-outs," all tank pump baffles are cleaned adequately

Village Responsibilities: the Village will be responsible for

- Capital repairs and upgrades that do not result from inadequate maintenance of sewage treatment infrastructure

IN WITNESS WHEREOF the Parties have caused their corporate seals to be hereunto affixed by and under the signature of its proper signing officers in that behalf on the date first above written.

THE CORPORATION OF THE VILLAGE OF CUMBERLAND

Per
Leslie Baird
Mayor

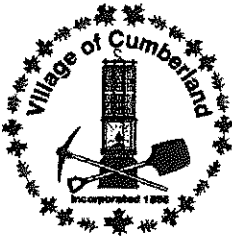
Per.....
Sundance Topham
Chief Administrative Officer

JOHN E. JONES

Per.....
John E. Jones
Principal Contractor

WITNESS

Per.....
Rob Crisfield
Manager of Operations



Corporation of the Village of Cumberland

2673 Dunsmuir Avenue
P.O. Box 340
Cumberland, B.C.
V0R 1S0
Telephone: 250-336-2291
Fax: 250-336-2321

THIS CONTACT dated the 13th day of March, 2012.

BETWEEN:

The Corporation of the Village of Cumberland
P.O. Box 340, 2673 Dunsmuir Avenue, Cumberland, B.C. V0R 1S0
(hereinafter called the "Village")

OF THE FIRST PART

AND:

John E. Jones
P.O. Box 904, 3338-2nd Street, Cumberland, B.C. V0R 1S0
(hereinafter called the "Contractor")

OF THE SECOND PART

WHEREAS:

- A. The Contractor is in the business of Managing, Operating and Maintaining municipal campground facilities;
- B. The Village wishes to enter into this Contract to ensure the orderly Management, Operation and Maintenance of Cumberland Lake Park Municipal Campground;

NOW THEREFORE this Contract witnessed that in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the Parties hereto agree with each other as follows:

TERM

The term of this Contract shall be from the 13th day of March, 2012 to the 31st day of December, 2014.

OVERVIEW

The Corporation of the Village of Cumberland (the Village) is located in the central Vancouver Island region of British Columbia. The Village was built in 1898 to support the coal mining industry. Major residential, commercial and industrial expansion is expected to take place within and about the Village over the next 5 to 10 years. Adjoining Cumberland the 53.8 acre Cumberland Lake Park Municipal Campground was acquired in 1935, and is located at Comox Lake. Activities such as recreational and world class boating, fishing, canoeing, kayaking, skiing,

mountain and rock climbing, biking and hiking trails form part of the Cumberland Lake Park campground experience.

The Campground currently has a total of 62 sites; 18 sites with 30 amp power, and 44 sites with no services. All sites have picnic tables and fire pits. Located within the park is a concession, shower facility, caretaker's residence, picnic shelters, play structure, water ski area, parking area and boat ramp. A swimming area and diving platform have been cordoned off with a boom stick. There has been pressure to expand the number of campsites during peak season.

DEFINITIONS

Cumberland Lake Park Municipal Campground – the complete municipal property located at Comox Lake at the western end of Comox Lake Road, to include all lands, structures and facilities within the legal title.

PREAMBLE

Insofar as the Village is not in the business of operating the lakepark and campground, by this agreement the Village agrees to contract the Contractor for the overall management and operation of Cumberland Lake Park Municipal Campground (the "Lake Park") from March 13, 2012 to December 31st, 2014.

SCOPE OF WORK

The Village requires that the municipal Campground be managed, operated and maintained to support a positive experience for Campground and day visitors.

The Contractor is to provide general management, operation and maintenance services for the municipal Campground as outlined below.

Upon acceptance of this agreement Contractor acknowledges and agrees to the following conditions and responsibilities:

STANDARD

- The Contractor will dispose of all garbage, weekly, at a licensed landfill site and shall dispose of all recyclable materials in compliance with all applicable laws and regulations.
- The Contractor will be required to clean up any solid waste or recycling spilled within the Lake Park area.
- The Contractor will answer all complaints promptly, with courtesy, and will inform the Village of such complaints and the Contractor will maintain a written record of all

complaints and subsequent outcomes.

- The Contractor will employ, at its own expense, such labour and provide such equipment as may be required to properly carry out and perform its duties under this proposal.
- The Contractor will have day use vehicles, washrooms, kitchen stove, kitchen appliances washed, cleaned, and disinfected and will meet the requirements of the Ministry of Health Inspector.
- The Contractor will have all equipment and facilities accessible for inspection by the Village at all times.
- The Contractor will, at all times, ensure that the collection of garbage does not interfere needlessly with the free flow of traffic in the Lake Park area.
- The Contractor will create partnerships with like organizations to promote outdoor recreation activities.
- The Contractor will report to the Village, upon request by the Village, but not less than once per month: the problems, if any, encountered by the Contractor in the performance of this Agreement; the complaints, if any, received by the Contractor since the last report, and the Contractor's response to same; and such other matters as the Village may request.
- The Contractor shall carry out the directions which may be given by resolution of the Village from time to time.
- All work must be performed in accordance with the current Worker's Compensation Act of the Province of British Columbia and acceptable safety industry standards. The Contractor shall provide annually to the Village a statement from WorkSafeBC indicating they are in good standing.
- The Contractor shall not assign this Agreement in whole or part without the express written consent of the Village.
- The Contractor shall provide to the Village biannual (June/December) fuel type and consumption reporting, for tracking Village carbon emissions (for Village carbon tax refund).
- The Contractor is to supply the name and location of the recycling facility, and is to supply biannual data regarding recycling tonnage.

- The Contractor may be required to collect survey information on behalf of the Village from time-to-time.
- The Contractor WILL NOT enter into any agreements with any organization or entity that provides exclusive access to any area of the Cumberland Lake Park Municipal Campground without the expressed written consent of the Village.

YEARLY PLAN

- The Contractor will provide a yearly Campground Plan which demonstrates the use of good judgment, forward thinking, and commitment. The Plan is the Contractors primary communicative tool, with the Village, that the Campground is being professionally, responsibly, and innovatively operated. The Plan is to be provided to Council by October 31 annually.
- The Plan will address maintenance issues and will include a schedule of daily, monthly, and seasonal tasks. Also identified in the Plan will be the procedures for fee collection, firewood provision and sales, reservations, and communications. The Contractor will explain how they will enable existing Lake Park community events (Snow to Surf race et al) and other recreation programs, and explain how the Campground will be efficiently, effectively and safely operated to meet all operational and customer service standards, such as operating a concession or mini store for the selling of ice, and other basic camping needs.

Contained within the yearly Campground Plan the Contractor must:

- Name key personnel and describe their duties, responsibilities and experience;
- List the number of full-time and part-time employees, and staffing schedule;
- List all equipment, including vehicles to be used;
- Include a Business Plan that itemizes the anticipated revenue and costs for the Campground;
- Expenditures are to be balanced against anticipated revenues; and,
- Describe the proposed advertising and promotional plan for the Campground.

The Contractor will identify in the Yearly Plan all value-added services which:

- Enhance Campground user satisfaction and experience;
- Increase Campground revenue;
- Decrease Campground expenses; and,
- Create efficiencies in Campground operations (Expanding Operating Season).

DIVIDEND

The Contractor will be entirely compensated from the following revenue sources, less a dividend of 10% (gross), for the entire park operation, and 5% (gross) for the concession operation. The dividend is to be paid to the Village of Cumberland monthly.

- Campground fees
- Concession revenues
- Sale of store supplies
- Boat ramp fees
- Recreation program fees
- Sale of fire wood

All dividends are to be remitted monthly within ten (10) business days to the Village.

LAWS OF THE JURISDICTION

This Contract will be governed by and will be interpreted in accordance with the laws of the Province of British Columbia.

INDEMNITY

The Contractor shall indemnify the Village, and use due care in the performance of the obligations under the Agreement to ensure that no person is injured, no property is damaged or lost, and no rights are infringed. Without limiting any other rights or remedies of the Village against the Contractor or any other person, the Contractor shall be solely responsible for:

- a) Any injury to persons (including death), damage or loss to property or infringement of rights caused by, or related to, the performance of the Contract or the breach of any term or condition of the Contract by the Contractor, or the officers, employees or its agents;
- b) Any omission or wrongful or negligent act of the Contractor, or of the officers, employees or agents of the Contractor; and,
- c) Shall save and hold harmless and indemnify the Village, its officers, employees and agents from and against all claims, liabilities and demands with respect to clauses (a) and (b), together with all costs, expenses and fees associated therewith.

INSURANCE

The Contractor is to provide the Village with a Certificate of Insurance.

- Comprehensive (Commercial) General Liability - In an amount of \$5,000,000 inclusive per occurrence insuring against bodily injury and property damage and including liability assumed under the contract.
- Automobile Liability - on all vehicles owned, operated or licensed in the name of the Operator, or used in the management, operation and maintenance of the Campground, in an amount of not less than \$5,000,000.

SOFTWARE

It is the Contractors responsibility to ensure they have all applicable licenses required for any software that may be used as part of the Contract.

DELIVERABLES

Reporting to the Manager of Community Services, or equivalent, for the Village of Cumberland, the Campground Operator (CO) is responsible to undertake, manage, maintain and fund the following; included but not limited to:

Overarching responsibilities:

- Provide day-to-day operation and maintenance of all aspects and areas of Cumberland Lake Park Municipal Campground including, but not limited to:
 - Water supply and distribution (including water testing and hand-chlorination as per the direction of the Village engineer)
 - Sewage collection and treatment (including pumping of septic system)
 - Public washrooms and showers
 - Roadways, parking, paths and trails
 - Electrical system and supply
 - Storm drainage and control
 - Swimming floatation
 - Facilities and structures (including repair and replacement of tables, and painting and staining of buildings, facilities and furniture)
 - Off-season security checks
 - Staffing (including staff training to complete regulated WHIMIS, Food Safe and other such regulated certificate courses)

With respect to the Office:

- Operate an office from 7.00 a.m. to 11.00 p.m. on a 7 day/week basis.
- Operate an "in person" telephone system to receive calls during open house with an appropriate telephone voice mail capability for non-operating hours.

- Operate a computer system for the purpose of keeping records, producing reports, notices and necessary paperwork for the administration of the Lakepark.
- Receive reservations for camping; register camping guests; collect fees for boat launch; firewood and sale of store supplies (including ice).
- Receive questions from campers and the general public.
- Maintain a professional display of tourist information relating to the Village of Cumberland, Comox Valley and Vancouver Island.
- Provide information on recreational opportunities and activities within the Lakepark and Comox Valley. Offer and widely advertise a comprehensive program of outdoor recreational activities.

With respect to the Campground:

- Open and operate the campground no later than May 1st and continuously thereafter until September 30th. Contractor can open sooner and close later.
- Operate the Lakepark on a 24 hour/day and 7 day/week basis during which time Lakepark is open to the public.
- Provide all materials, supplies, maintenance equipment and resources necessary for the operation, management and maintenance of the campground.
- Operate an "in person" telephone reservation system with an appropriate telephone voice mail capability during non-operating hours.
- Establish reasonable rates for the campground, considering the rental rates levied in neighboring campgrounds. The Village will support a maximum of 25% of lots, which are not all prime, to be used for long term stays.
- Register camping guests and collect all camping fees at rates agreeable to both the Contractor and the Village.
- Gather the following information from every registered party of guests and have available for review when requested:
 - Name
 - Mailing address
 - Telephone numbers
 - Vehicle licence plate number
 - Number of persons in camping party

- Number of camping nights
 - Reason for choosing this campground
- Deny vehicle entry to Lakepark from 11.00 p.m. to 7.00 a.m. daily and closed to the public at 10.00 p.m.
- Submit any changes in campground regulations to the Village.
- Disseminate the approved camping regulations to camping guests through appropriate written notices and signage.
- Clean all public access facilities to Public Health standards on a regular basis, or as required.
- Submit to Village all copies of Public Health inspection reports.
- Clean and rake all campsites after use and before allocating the site to incoming camping guests.
- Patrol the campground and public area on a regular basis and report any circumstances beyond the control of personnel to either Jones or R.C.M.P. Detachment in Courtenay.
- Including supply of all materials and supplies necessary for a safe operation of the above noted facilities and/or improvements.
- Manage all aspects of solid waste disposal, including a commercial waste receptacle in a convenient location for both campers and public.
- Maintain a detailed written record of all injuries sustained by persons within the boundaries of Lakepark to include:
 - Name, address and telephone number of injured person(s)
 - Name, address and telephone of any witness(s).
 - Details and reason for injuries and how it occurred.
 - Follow-up on injured person(s)
- Maintain appropriate first aid equipment and trained personnel for care of employees and guests in accordance with St. John Ambulance and Work Safe standards.
- Make a reasonable amount of firewood available at camper's expense.
- Be responsible for camp site realignments when necessary.

With respect to Swimming Area:

- To ensure that a swimming area extending, within the controlled boom logs, extending from close to the boat docks to the mouth of the creek, is clearly designated for swimming only and that boat access to the beach, in any way, is denied.
- Provide signage along the sandy beach areas that clearly states that persons are swimming at their own risk and that lifeguards are not provided.
- Provide signage and ensure that dogs and others animals do not enter the swimming area at any time.
- Provide clean sand to the popular swimming areas and grade on a regular basis.
- Perform any necessary repairs to the swimming booms.
- Raking and maintenance of the day-use area.

With respect to the Boat Launch Area:

- Collect boat launch fees at rates mutually agreed upon with the Village. Provide daily and seasonal rates with receipts or stickers.
- Provide signage showing boat ramp launch rates and regulations required for use of the facilities.
- Maintain safe and efficient public access to the boat ramp area from 7.00 a.m. to 10.00 p.m. daily.
- Operate and maintain the boat ramp and wharf system in a safe, environmentally friendly way.
- Complete any necessary repairs to the boat launch and docks.

With respect to the Food Concession:

- Operate a food concession, in the existing building and equipment provided, with the Lakepark.
- Responsible for obtaining all necessary operating permits and inspections associated with bringing the food concession into compliance with Public Health regulations. Copies of all permits and inspections given to Village.

- Interior completely clean and painted at the start and conclusion of seasonal business.
- Exhaust hoods are to be annually cleaned and inspected, grease traps cleaned and disposed in approval receptacle for removal.
- Fire extinguishers and system inspected and tested annually.
- Maintenance of equipment (including but not limited to ice cream cooler, fridge)

With respect to Protected Wilderness area:

- Maintain, clear and safe existing trails.
- No increase to number, length or width of existing trails without prior approval of Village.
- Ensure that no activities or events occur that will detract from or lessen the tranquility and serenity of the area.

PERFORMANCE REPORTING

Within ten (10) business days of the preceding month, the Contractor will be required to submit a monthly statistics report to the Village summarizing the activities of the campground, boat ramp, the gathering and selling of fire wood, recreational programs, concession, parking/traffic flow fees, partnerships, or any other income generation and maintenance information deemed necessary by the Contractor.

Within one month following the end of the operating season, the Contractor will be required to submit a detailed annual report summarizing the activities for the operating season, including discussion on possible improvements, upgrades and suggested capital projects to enhance the campground, along with other information deemed necessary by the Contractor.

CONTRACT

- The Village shall immediately notify the Contractor of any proposed amendments to the Contract.
- The Village is in the first instance, the interpreter of the Contract and the judge of its performance. Orders or instructions given to the Contractor by the Village shall be consistent with the contract or be reasonably inferable there from and shall be obeyed, performed and complied with promptly, efficiently and to the satisfaction of the Village. In the event that the Contractor's services are unsatisfactory for any reason, including but not limited to poor service, or failure to provide general management, operation and maintenance services to the Village's satisfaction, the Village shall advise the Contractor in writing of the problem and the Contractor shall take immediate steps to

correct the situation. In the event that the problem is not corrected within five days following written notification, the Village reserves the right to cancel the Contract by giving written notice to the Contractor. The Contractor agrees that termination of the contract under such circumstances shall not furnish grounds to the Contractor for claiming compensation, and furthermore shall not release the Contractor from damages or liability resulting from his actions.

- In the event the Village cancels the Contract; the Village shall be entitled to recover from the Contractor any and all expenses, damages or losses caused by such failure, neglect or refusal on the part of the Contractor.
- Either party may terminate this agreement by providing the other party with written notice by November 1st for the coming year. In the event of termination, the Contractor shall remove all of his property from the site within thirty days of receiving or issuing notice.
- Any notice required to be given shall be made in writing, shall be sent by registered mail addressed to the Party at the address set forth above and shall be deemed to be duly given and received on the third business day following the day of mailing.
- In the event of any dispute between the Parties in respect of this Contract, such dispute shall be determined by a single arbitrator appointed pursuant to the provisions of the British Columbia Commercial Arbitration Act, and the decision of the arbitrator shall be final and binding upon the Parties.

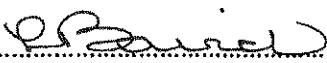
VILLAGE RESPONSIBILITIES

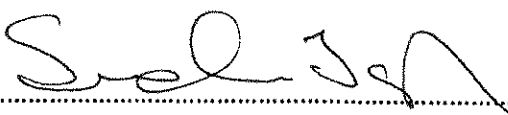
- The Village in conjunction with the Contractor will prepare and prioritize the annual Lake Park capital budget (as approved by Council in the Annual Budget).
- The Village will undertake all major repairs to Lake Park infrastructure. All other repair work, besides routine maintenance tasks not requiring the use of machinery, may be undertaken by the Contractor upon receiving written consent from the Village Public Works Foreman. Subcontracting may be allowed as a condition of the Contract with prior written approval of the Village. Subcontractors and their liability coverage must be listed and approved by the Village.
- The Contractor shall not fall any trees within the Cumberland Lake Park Municipal Campground without the prior written consent of the Village.
- Annually prior to opening the Lake Park, Village Public Works will meet with the Contractor to prepare the Lake Park for opening. All work is to be listed and preapproved by Village Administration, unless it is Capital in nature which must be approved by Village Council. The preopening work, undertaken by Village Public Works, is to be paid by the Contractor.
- Village staff will meet with the Contractor monthly to review Lake Park issues.

- The Village will oversee water quality testing.

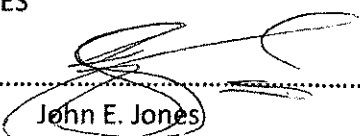
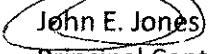
IN WITNESS WHEREOF the Parties have caused their corporate seals to be hereunto affixed by and under the signature of its proper signing officers in that behalf on the date first above written.

THE CORPORATION OF THE VILLAGE OF CUMBERLAND

Per 
.....
Leslie Baird, Mayor

Per 
.....
Sundance Topham
Chief Administrative Officer

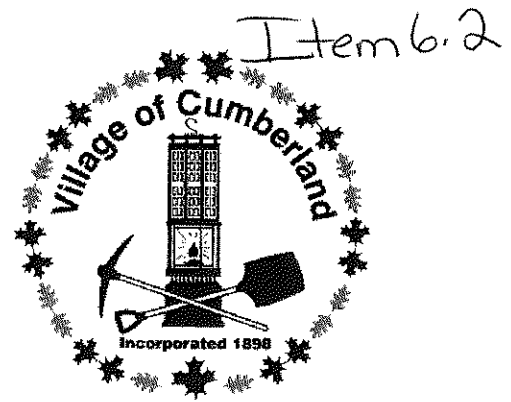
JOHN E. JONES

Per 
.....

John E. Jones
Principal Contractor

WITNESS

Per 
.....
Michelle Mason
Financial Officer

COUNCIL REPORT



REPORT DATE: March 21, 2013

MEETING DATE: March 25, 2013

TO: Mayor and Councillors

FROM: Judith Walker, Senior Planner

SUBJECT: 2013 Official Community Plan – Review & Revision: Status Report

RECOMMENDATION

- i) THAT Council receive the 2013 Official Community Plan – Review & Revision: Status Report.

SUMMARY

During the OCP Review & Revision process, staff will provide regular status reports on the ongoing activities and offer clarification and information as requested by Council. In April, a report on the Local Community Advisory Group work to date will be presented.

BACKGROUND

OCP Activities: Public Engagement Strategy

The OCP process is now in Stage 2 of the engagement strategy. The second Local Community Advisory Group met on March 18, 2013 to begin the review of the draft policy alternatives and workbook. On March 19, 2013 the second community dialogue was held with 35-45 participants. At the workshop, Stantec provided background information panels for the public to review, a summary of the engagement results to date and policy alternatives summarized with the opportunity to “vote” by agreement level for the various alternatives. A brief presentation by Stantec on the development of the policy alternatives was provided and a question and answer period followed.

Next Events

The next public event is the **Roving Kiosk** in early April. The times and locations in the Village will be posted on the Village website, as well as on *PlaceSpeak*.

An **Online Survey**, available on the Village’s website and on PlaceSpeak, will be launched soon. Those citizens wishing a paper copy of the survey can pick it up at the Village office during regular hours. Stantec and the Village encourage online participation due to the time-consuming data analysis required for the paper copies. The surveys will be due at the office by **4pm on Monday April 15th**.

The **Kitchen Table Talks** were launched at the March 19th Community Dialogue. These are self-facilitated groups of friends and neighbours that are encouraged to gather together to review the

OCP policy alternatives in the workbook. The community has asked for opportunities outside of formal meetings where they could chat and discuss the OCP, and forward their input. The workbooks provide a focus for such input and can be totally or partially filled in, depending on areas of interest. The workbooks are available, one per group, at the Village office. Smaller, paper copies are available for background preparation reading and the workbook will be available online at the Village website and on *PlaceSpeak*.

The next LCAG meeting is Wednesday March 27th from 5:30-8pm in Council Chambers. The next community dialogue will occur in May and will be well-advertised.

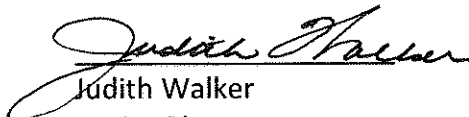
FINANCIAL IMPLICATIONS

There are no financial implications outlined in this report.

OPTIONS

- i) THAT Council receive the 2013 Official Community Plan – Review & Revision: Status Report;
or
- ii) Any other action deemed appropriate by Council.

Respectfully submitted,


Judith Walker
Senior Planner


Sundance Topham
Chief Administrative Officer

Council Motions - Outstanding Action Items

March 20, 2013

Please note: In-camera action items and motions from minutes yet to be approved by Council are not included

#	RESOLUTION	STAFF	STATUS
12.20	THAT the Village of Cumberland Purchase of Goods and Services Policy be reviewed by staff and that a new Purchase of Goods and Services Policy be brought to Council for consideration.	Michelle & Rachel	In Process
12.21	THAT the Village of Cumberland Staff, Committee and Public Communications to Council Policy be amended to reflect the changes discussed during the December 29, 2011 Committee of the Whole Meeting and that these changes be incorporated into a new Staff and Council Communications Policy to be brought to Council for consideration.	Rachel	In Process
12.43	THAT Staff invite Staff Sergeant Andrew Isles to come to a Council meeting to discuss the Village of Cumberland Fireworks Bylaw No. 712, 1997.	Rachel	Spring 2013
12.64	THAT Council approve the expenditure of up to \$22,000 for the installation of a bus shelter and waste receptacles on Dunsmuir Avenue.	Judy	Bus shelter location TBD
12.67	THAT the Village of Cumberland explore the pros and cons of establishing other park operating models for the Lake Park, such as creating Corporations within Corporations, during the time frame of the current agreement, January 20 th , 2012 to December 31 st , 2014.	Kevin	Fall 2013
12.111	THAT staff review Development Cost Charge Bylaw No. 934 in 2012 and include Commercial Development Cost Charge fees as a major amendment to the Bylaw, and that as part of the review staff ensure that the Bylaw receives more than the required public consultation as part of the process.	Engineering	Spring 2013
12.113	THAT Council approve the expenditure of up to \$15,000, to be funded 99 per cent through a contribution from the Sanitary Sewer Development Cost Charge Reserve, with a 1 per cent contribution from the Sanitary Sewer Operating Accumulated Surplus Reserve; for the municipal engineer to design an engineering and implementation plan that will allow the municipality to move forward on its Inflow & Infiltration reduction targets.	Engineering	2013
March 12, 2012			
12.186	THAT Advisory Planning Commission be formed	Judy	Dec 2013

Item 6.3

March 26, 2012

12.218	THAT Staff re-establish the Cumberland Liquid Waste Management Public Advisory Committee and as part of the process confirm the existing members and determine whether additional members are needed, and upon reestablishment of the Public Advisory Committee that the Public Advisory Committee review the March 20 th , 2012 Liquid Waste Management Plan Status Update report prepared by Bob Hoffstrom, P.Eng., Village Engineer & Dan Hooper, P.Eng., McElhanney Consulting and report back to the Steering Committee.	Sundance Rob	Deferred
12.226	THAT staff research and report back to Council on the possibility of parking fees at Cumberland Lake Park and Cumberland Recreation Institute.	Rob & Rachel	Spring 2013

April 10, 2012

12.248	THAT Staff bring forward a Smoke Free Outdoor Public Place Bylaw for outside municipal buildings.	Rachel	Fall 2013
12.281	THAT Council request staff to get more clarification regarding Coal Valley Estates' responsibility in regards to the runoff from their proposed development adjacent to Camp Road in relation to the Official Community Plan section that states development needs to keep 90 per cent of rain on their development properties.	Rob	To be considered at Subdivision

April 23, 2012

12.291	THAT the Council of the Corporation of the Village of Cumberland: Agrees to participate in the current CVRD funding application for the proposed south regional sewage treatment system and authorizes staff to finalize the details of such application; and Directs that such participation in the south regional sewage treatment system is conditional upon the finalized and approved LWMP Stage 2 Supplemental Report supporting the selection of the south regional sewage treatment system as Cumberland's preferred long range strategy for sewage treatment and disposal, and is further conditional upon addressing financing and governance issues to the satisfaction of Cumberland.	Sundance Rob	In Process
12.305	THAT the Village of Cumberland continue to fund the municipal yard waste collection program until the end of 2016, and that the dates for this program be adjusted to begin earlier in the spring and end earlier in the fall, with no net cost increase.	Rob	Complete: yard waste collection resumes April 10, 2013
12.309	THAT Staff arrange a Village Hall Youth meeting at Cumberland Junior Secondary with Grade 9 students and create a formal agenda for that meeting.	Rachel	Waiting for response

May 14, 2012

12.335	THAT Council direct staff to put back up the <i>no motorized vehicles</i> signage in Coal Creek Historic Park and THAT Council direct staff to research costs to erect other signage reflecting park rules and regulations, including <i>no camping</i> signage	Kevin M.	Spring 2013
12.351	THAT Council direct staff to implement Phase 1 traffic calming measures for Kendal Avenue, and , if Phase 1 measures do not prove effective, provide Council with recommendations for implementing additional measures, including speed humps as noted in Phase 2; and THAT Council adopt as a policy, the requirement for considering traffic calming measures in the developers' traffic analysis report for new developments where warranted.	Judy	Signs installed. Neighbourhood meeting held.

June 11, 2012

12.406	THAT Council refer the correspondence from Meaghan Cursons, Executive Director, Cumberland Museum and Archives re: Initiatives related to the space outside the Museum facility to staff.	Rob	Spring 2013
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June 25, 2012

12.449	THAT Council forward the May 31 st , 2012 correspondence from Imogene Lim, Vancouver Island University re: Parks Canada, Commemorations (current & future) to the Heritage Commission.	Rachel	Fall 2013
12.458	THAT Council direct staff to prepare a report on block party policies for consideration by Council.	Rachel	Spring 2013

July 9, 2012

12.491	THAT Council direct staff to bring forward a report on the consequences of not purchasing carbon offsets and a resolution reflecting such action at a future meeting of council.	Rob	Fall 2013
12.509	THAT Council direct staff to prepare a report on the economic development potential of the industrial lands and schedule a Committee of the Whole meeting in the fall of 2012.	Sundance	Fall 2013
12.512	THAT Council move forward on the tree bylaw and direct staff to revise the bylaw to apply it to all lands in Cumberland, reduce the fees, and address the significant tree list.	Judy	In Process

July 23, 2012

12.536	THAT Council directs staff to incorporate recommendations from the Active Transportation Consultant meeting notes dated July 4, 2012 in drafting the active transportation plan for the Village.	Judy	Fall 2013
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August 13, 2012

12.560	THAT Council direct staff to conduct further research to more fully address how the Village could provide funding to acquire, maintain and upgrade municipal parking areas.	Jo	Fall 2013
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September 10 2012

12.581	THAT Council direct staff to provide a report on the concept of green burials at the Cumberland Cemetery.	Rachel	2013 Budget - Master Plan
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October 9, 2012

12-621	THAT Council table consideration of the September 20, 2012 correspondence from Edwin Grieve, Chair, Comox Valley Regional District re: Approval of the solid waste management plan pending discussion with the Comox Valley Regional District.	Trisha	Complete
12-629	THAT Council direct staff to investigate and negotiate a Phased Development Agreement as requested by the applicant for the OCP and Zoning Amendment application for Carlisle Lane property (Lot 1, District Lot 24, Nelson District, plan 23314, Except Part in Plan 31165) and bring the agreement back for consideration by Council.	Judy	In Process – Council March 25
12-631	THAT Council direct staff to proceed to retain, fence and sign the No. 5 fan house.	Judy	In Process
12-635	THAT Council direct staff to continue to collect data through 2013 for utility consumption billing to start in 2014, to issue mock billing in August 2013, and to present a bylaw to Council for implementation of water consumption billing in 2014.	Michelle	Aug 2013
12-653	THAT Council direct staff to host a Special Occasion Liquor Licensing Workshop for Beer Gardens with the RCMP and staff present and to report back to Council.	Margaret	Complete

October 22, 2012

12.667	THAT Council direct staff to initiate the completion of the Village Park Master Plan according to the following process: 1. Meet with consultant(s) to discuss reinstating the master plan; 2. Consultant to develop minimum of two options with recommended uses and site layout, with BMX track not included in any option; 3. Consultant to hold public meeting for public input on the options, options also posted on website and input requested; 4. Consultant provides recommendations based on public input and draft a composite option based on the public input; 5. Staff report to Council with public input comments and composite option; 6. Revisions or approval recommended by Council;	Judy	Complete
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	Consultant to complete final report and drawing.		
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November 13, 2012

12.689	THAT Council defer consideration of the re-establishment of the Cumberland Liquid Waste Management Plan Public Advisory Committee until it is determined whether the South Regional Sewage Collection, Treatment & Discharge Project, 2012 Application under the "Gas Tax Agreement's General Strategic Priorities Fund (GSPF) and Innovations Fund (IF) has been successful.	Sundance Rob	Deferred
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December 10, 2012

12-750	THAT Council direct staff to develop a Village policy, along with an accompanying fee schedule, including a lease, for any gardens created by the public on Village-owned lands, based on the Community Gardens Report.	Judy	In Process
12-752	THAT Council move forward with the organics composting pilot project through the Comox Valley Regional District with the co-mingled waste container option.	Judy	June 2013

January 28, 2013

13.40	THAT Council direct staff to bring forward an amendment to the Council remuneration bylaw to annual adjust council member remuneration by the provincial consumer price index.	Rachel	Complete
13.41	THAT Council direct staff to bring forward an amendment to the Travel Expense Policy to include a major city meal allowance.	Rachel	Complete
13.48	THAT Council direct staff to prepare a report on an Official Community Plan amendment application policy during the OCP Review for consideration at the next regular council meeting.	Judy	Complete

February 12, 2013

13.60	THAT Council adopt a policy that it is Council's desire to fully evaluate official community plan decisions in light of the ongoing current review and therefore amendment applications, while still permitted to be made in law, are likely to be considered premature in light of the current review, although recognizing that Council is empowered and obligated to consider each application that is made; AND THAT Council consider each amendment application at an early stage and, if it would rather leave consideration as part of the Official Community Plan Review and Revision, then each time decide not to advance the application further; AND THAT Council, in order to consider each application at an early stage, amend the Development Procedures Bylaw to permit staff to bring the application to Council during the	Judy	Complete
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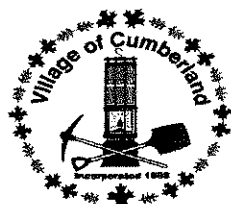
	Official Community Plan Review and Revision, upon receipt.		
13.62	THAT Council approve the proposed parks and recreation facility user fees in principle and direct staff to prepare amendments to the applicable bylaws; AND THAT Council approve the Parks and Recreation Fee Grant-In-Aid Policy with consideration of applications in November each year; and AND THAT Council approve an annual parks and recreation fee grant-in-aid budget of \$2500 and consider applications for 2013 special events retroactive to January 1, 2013 based on the fees approved-in-principle.	Rachel	In Process Complete Complete
13.64	THAT Council submit the following resolution to the Association of Vancouver Island Coastal Communities: WHEREAS many owners of private managed forest land are planning for its sale for residential and commercial development rather than committing to long-term forest production; AND WHEREAS the land is under valued by BC Assessment; THEREFORE BE IT RESOLVED that the provincial government be called upon to review the method of land valuation of private managed forest land intended for development and to impose a duty on owners of private managed forest land to consult with the local government in which the land is located.	Rachel	Complete
- 10 13.65	THAT Council submit the following resolution to the Association of Vancouver Island Coastal Communities: Underground Aquifer Mapping for Proposed Mining Projects WHEREAS there are concerns that mining projects can negatively affect surrounding aquifers; AND WHEREAS many people rely on these aquifers for drinking water; THEREFORE BE IT RESOLVED that the provincial government conduct comprehensive mapping and modeling of aquifers that may be affected by proposed mines before approving mine projects.	Rachel	Complete
13.66	THAT Council submit the following resolution to the Association of Vancouver Island Coastal Communities: Canada-European Comprehensive Economic and Trade Agreement WHEREAS Canadian municipalities have expressed growing concerns with trade agreements and their potential impacts on municipal procurement policies which favour local suppliers; THEREFORE BE IT RESOLVED that the provincial government negotiate a clear, permanent exemption for local governments from CETA.	Rachel	Complete

13.68	THAT the Council approve the attached Climate Action Revenue Incentive (CARIP) Public Report for 2012 for posting on the Village of Cumberland website and submission to the Province.	Michelle	Complete
13.76	THAT Council support the mayor's business networking breakfast through staff attendance and staff time to receive RSVPs and to coordinate payment.	Michelle	Complete

February 25, 2013

13.84	THAT Council refer the 2012 Update, 2013 Overview & Budget Request from the Cumberland Museum to the 2013 budget process.	Michelle	Complete
13.86	THAT Council refer the 2012 Business Community Survey results from the Cumberland Chamber of Commerce to the 2013 Official Community Plan Local Citizens Advisory Group.	Judy	Complete
13.87	THAT Council refer the implementation of the Corporate Energy Plan to the 2013 budget process.	Rob	Complete
13.89	THAT Council provide a letter of support to the Comox Valley Regional District for the 2012 Solid Waste Management Plan as per the Ministry of Environment requirements.	Sundance	Complete
13.91	THAT Council send a letter of thanks to Lian Jianyong, Mayor of Putian Municipal People's Government and send a letter to Timberwest acknowledging the company's efforts and present Timberwest with a special gift.	Rachel	In Process
13.92	THAT Council send a letter to municipalities that have received delegations on the proposed Putian Sister City program acknowledging that it is not a Village of Cumberland mandated project and invite the group to make a presentation to the Village of Cumberland Council.	Rachel	Complete
13.94	THAT Council refer the February 9 th & 10 th , 2013 correspondence from Micheal Razberry, Film Producer re: The 100 th Anniversary of the Great Vancouver Island Coal Miners Strike of 1913 to the Chamber of Commerce and the Cumberland Museum and Archives.	Rachel	Complete
13.97	THAT Council approve the Village Park Master Plan dated February 4, 2013 as presented with the addition of a basketball hoop to be added at a future date.	Rob	Complete
13.99	THAT Council remain in non-compliance with section 866 of the Local Government Act in regards to including a regional context statement in the Village of Cumberland official community plan and attempt to be in compliance by the end of 2013 and, if appropriate, write to the Lieutenant Governor in Council to request an extension to this requirement due to the current official community plan review.	Judy	Complete
13.101	THAT Council approve the amended Travel Expense Policy to add a daily travel allowance and meal allowance for major cities.	Rachel	Complete
13.103	THAT Council direct staff to complete a water rate analysis based on a quarterly billing cycle;	Rob	Aug 2013

	THAT Council approves the expenditure of up to \$17,000 plus tax from the Community Works Funds prior to final adoption of the 2013 budget, to engage a rate specialist to assist staff with analysis of water consumption data and to work with staff and Council on an appropriate water rate structure; THAT Council direct staff to develop a wastewater (sewer) rate structure based on a percentage of the new water rate structure, with consideration for a reduced summer time rate to reflect outside water usage, on the same billing cycle as water; and THAT Council direct staff to include solid waste collection fees on a quarterly basis with the same bill for water and wastewater, beginning in 2014.		
13.105	THAT Council hold a Committee of the Whole meeting on March 21, 2013 at 9 a.m.; and THAT Council hold a budget open house on April 15, 2013 at 7 p.m.	Rachel	Complete - Scheduled
13.115 - 105 -	THAT Council adopt the PROPOSED Raven Underground Coal Mine resolution and send it to the premier. THEREFORE BE IT RESOLVED THAT THE Village of Cumberland advise the elected representatives and the appropriate agencies of the Federal and Provincial governments that it is opposed to the further processing of this application until the Province of British Columbia conduct a comprehensive aquifer mapping of the aquifers that could be affected by the Raven Underground Coal Mine Project; and THAT THE Province of British Columbia conduct an independent baseline study of the Baynes Sound intertidal and subtidal benthic infauna community adjacent to the proposed Raven Underground Coal Mine Project; and THAT the Federal Minister of the Environment refer the environment assessment of the Raven Underground Coal Mine Project to an independent review panel with public hearings.	Rachel	Complete



The Corporation of the Village of Cumberland
Electronic Funds and Cheque Register
From , February 1st 2013 to February 28th , 2013

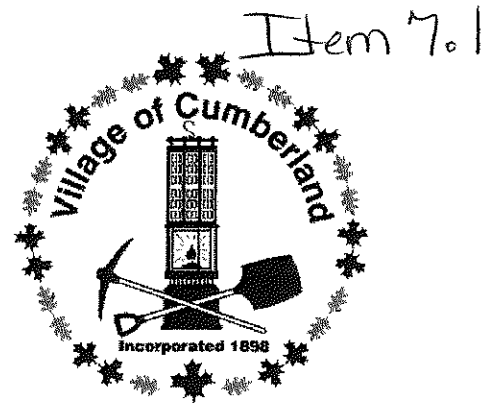
Document Date	Vendor Name	Document Number	Document Amount
2/13/13	Acevedo, Javier	031083	\$100.00
2/13/13	AlSCO Nanaimo	031084	\$208.79
2/13/13	Baird, Laurie	031085	\$75.00
2/13/13	Bartle & Gibson Co. Ltd.	031086	\$426.43
2/13/13	Benson Juliette	031087	\$45.50
2/13/13	BFI Canada - Comox	031088	\$542.19
2/13/13	Carvello Law Corporation	031089	\$7,788.76
2/13/13	Clark Industries Ltd.	031090	\$750.00
2/13/13	Coastal Mountain Fuels	031091	\$981.61
2/13/13	Coopers Gov't Surplus	031092	\$886.76
2/13/13	Corix Water Products Limited Partnership	031093	\$3,503.19
2/13/13	Crisfield, Robert	031094	\$12.50
2/13/13	Cumberland General Store	031095	\$174.82
2/13/13	Cupe Local 556	031096	\$707.97
2/13/13	Dialect Communications Group	031097	\$126.00
2/13/13	Diamond Municipal Solutions	031098	\$638.40
2/13/13	E.B. Horsman & Son	031099	\$109.49
2/13/13	F.A.S. Delivery Ltd.	031100	\$22.27
2/13/13	Fire Chiefs Association, Comox Valley	031101	\$200.00
2/13/13	Fire Rescue Society, Cumberland	031102	\$4,000.00
2/13/13	Footprints Security Patrol Inc.	031103	\$218.40
2/13/13	Gagnier Livia	031104	\$204.00
2/13/13	Gourmet Girls Local Kitchen & Catering	031105	\$420.00
2/13/13	Grieve, Glen	031106	\$1,164.32
2/13/13	Hartman Auto Supply 1996 Ltd.	031107	\$345.40
2/13/13	Hyland Precast Inc.	031108	\$1,315.08
2/13/13	IBS of Coastal British Columbia	031109	\$27.94
2/13/13	iCompass Technologies	031110	\$561.75
2/13/13	J.R. Edgett	031111	\$417.20
2/13/13	Jeff's Installation	031112	\$252.00
2/13/13	Jim & Don Investments Ltd.	031113	\$242.67
2/13/13	Justice Institute of British Columbia	031114	\$656.68
2/13/13	Konica Minolta	031115	\$1,105.17
2/13/13	Kyte Delivery Service	031116	\$10.64
2/13/13	Lee Mac Electric Ltd.	031117	\$87.39
2/13/13	Lordco Auto Parts	031118	\$2,010.52
2/13/13	McElhanney Consulting Services Ltd.	031119	\$2,035.60
2/13/13	Minister of Finance-Queen's Printer	031120	\$863.10
2/13/13	Monk Office	031121	\$248.07
2/13/13	New Heritage Arborists	031122	\$1,092.00
2/13/13	North Island Laboratories Ltd.	031123	\$434.00

Document Date	Vendor Name	Document Number	Document Amount
2/13/13	Northern Ropes & Industrial Supply Ltd.	031124	\$27.60
2/13/13	OnDeck Systems Inc.	031125	\$258.05
2/13/13	Oyster River Volunteer Fire Rescue Association	031126	\$840.00
2/13/13	Pilon Tool Rentals (1972) Ltd.	031127	\$2,136.49
2/13/13	Purin, Paul	031128	\$100.00
2/13/13	Receiver General - GST/HST	031129	\$6,302.03
2/13/13	Receiver General For Canada	031130	\$17,979.19
2/13/13	Refrigeration & Air Conditioning Ltd., Comox Valley	031131	\$453.60
2/13/13	Regional District, Comox Valley	031132	\$572.25
2/13/13	Regional Library, Vancouver Island	031133	\$29,787.00
2/13/13	Rideout Construction Ltd.	031134	\$4,200.43
2/13/13	Roffey, Sheri	031135	\$147.28
2/13/13	Shaw Cablesystems G.P.	031136	\$134.18
2/13/13	Shields Ind Services (2004) Ltd.	031137	\$849.85
2/13/13	Slegg Construction Materials Ltd./Slegg Lumber	031138	\$1,094.93
2/13/13	Softchoice Corporation	031139	\$749.28
2/13/13	SPCA, Comox Valley	031140	\$100.00
2/13/13	Telus Mobility	031141	\$553.34
2/13/13	Vanherwaarden, Jennifer	031142	\$100.00
2/13/13	WFR Wholesale Fire & Rescue Ltd.	031143	\$355.39
2/13/13	Williamson, Michael	031144	\$199.08
2/13/13	Windsor Plywood	031145	\$177.77
2/13/13	Zolner Toffie	031146	\$45.00
2/27/13	ABC Printing	031147	\$104.16
2/27/13	Acevedo, Javier	031148	\$50.00
2/27/13	Acklands-Grainger Inc.	031149	\$2,292.27
2/27/13	Allen, Mickayla	031150	\$42.50
2/27/13	Alsco Nanaimo	031151	\$208.77
2/27/13	Association of Vancouver Island & Coastal Communities	031152	\$443.52
2/27/13	Baird's First Aid Service	031153	\$450.00
2/27/13	Baird, Laurie	031154	\$56.25
2/27/13	Benson Juliette	031155	\$156.00
2/27/13	Camp Melissa	031156	\$42.50
2/27/13	Carmie's Café	031157	\$311.37
2/27/13	Chung, Kathryn	031158	\$345.00
2/27/13	Coal Valley Estates	031159	\$15,680.00
2/27/13	Columbia Fuels	031160	\$612.57
2/27/13	Courtenay Auto Supply Ltd.	031161	\$92.83
2/27/13	Cumberland Mini Mart	031162	\$89.82
2/27/13	Cumberland Museum & Archives	031163	\$250.00
2/27/13	Cupe Local 556	031164	\$739.97
2/27/13	Executive Intelligence	031165	\$6,328.00
2/27/13	FASTENAL CANADA LTD.	031166	\$154.25
2/27/13	Fisher's Regalia	031167	\$97.01
2/27/13	Footprints Securitiy Patrol Inc.	031168	\$218.40
2/27/13	FORTISBC-Natural Gas	031169	\$4,301.22
2/27/13	Gagnier Livia	031170	\$204.00

Document Date	Vendor Name	Document Number	Document Amount
2/27/13	Gledhill Peter	031171	\$49.50
2/27/13	Great West Equipment	031172	\$2,078.37
2/27/13	Harmison Chris	031173	\$750.00
2/27/13	IBS of Coastal British Columbia	031174	\$64.51
2/27/13	Industrial Plastics & Paints	031175	\$79.25
2/27/13	Iron Mountain	031176	\$53.73
2/27/13	Lacourse, Megan	031177	\$75.00
2/27/13	Life and Casualty Company, BC	031178	\$2,464.53
2/27/13	LineSTAR Utility Supply Inc.	031179	\$1,344.84
2/27/13	Mar's Restaurant	031180	\$309.33
2/27/13	Mastercard, Credit Union	031181	\$1,571.61
2/27/13	McElhanney Consulting Services Ltd.	031182	\$27,290.39
2/27/13	Meyers Norris Penny LLP	031183	\$8,232.00
2/27/13	Monk Office	031184	\$845.15
2/27/13	North Island Communications Inc.	031185	\$320.32
2/27/13	O.A.P.O. BR. #51 CUMBERLAND	031186	\$100.00
2/27/13	Ono Trading Courtenay	031187	\$209.89
2/27/13	Pacific Blue Cross	031188	\$3,980.65
2/27/13	Planet Clean	031189	\$106.77
2/27/13	Purin, Paul	031190	\$50.00
2/27/13	Quickscribe Services Ltd.	031191	\$205.80
2/27/13	Receiver General For Canada	031192	\$18,936.19
2/27/13	Regional District, Comox Valley	031193	\$5,177.75
2/27/13	Revenue Services of British Columbia	031194	\$2,468.50
2/27/13	Roffey, Sheri	031195	\$303.27
2/27/13	Rogers Communications Inc.	031196	\$130.32
2/27/13	Savage, Graham	031197	\$765.00
2/27/13	Sears Carpet and Upholstery Cleaning	031198	\$537.60
2/27/13	Share Canada	031199	\$255.36
2/27/13	Shaw Cablesystems G.P.	031200	\$252.88
2/27/13	Speedpro Signs Courtenay	031201	\$756.82
2/27/13	Strathcon Industries	031202	\$37.53
2/27/13	Sun Coast Waste Services	031203	\$8,335.04
2/27/13	ThyssenKrupp Elevator	031204	\$956.19
2/27/13	UBCM (Union of BC Municipalities)	031205	\$2,480.77
2/27/13	Van Houtte Coffee Services	031206	\$307.66
2/27/13	Vanherwaarden, Jennifer	031207	\$130.00
2/27/13	Vega Flory Francia	031208	\$50.00
2/27/13	Vranjes, David	031209	\$280.00
2/27/13	Walker, Judith	031210	\$73.19
2/27/13	Wandering Moose Cafe, The	031211	\$107.25
2/27/13	Water & Waste Association, BC	031212	\$35.00
2/27/13	Waters, John	031213	\$13.00
2/27/13	White's Diesel Power & Marine Inc.	031214	\$336.93
2/27/13	Wiebe, Geraldine	031215	\$14.25
2/01/13	Municipal Pension Plan	CASH	\$8,204.64
2/15/13	Municipal Pension Plan	CASH	\$8,333.19

Document Date	Vendor Name	Document Number	Document Amount
2/28/13	Municipal Pension Plan	CASH	\$8,271.55
2/28/13	Municipal Finance Authority	CASH	\$2,438.74
2/28/13	Municipal Finance Authority	CASH	\$2,119.50
2/28/13	Municipal Finance Authority	CASH	\$1,053.12
2/28/13	Municipal Finance Authority	CASH	\$873.72
2/28/13	Municipal Finance Authority	CASH	\$869.06
2/28/13	Municipal Finance Authority	CASH	\$867.83
2/28/13	Municipal Finance Authority	CASH	\$662.04
2/28/13	Municipal Finance Authority	CASH	\$617.83
2/28/13	Municipal Finance Authority	CASH	\$544.81
2/28/13	Municipal Finance Authority	CASH	\$525.29
2/28/13	Municipal Finance Authority	CASH	\$227.57
2/13/13	Telus Communications	REMIT000000C	\$0.00
		Total	<u><u>\$263,975.79</u></u>

COUNCIL REPORT



REPORT DATE: March 21, 2013

MEETING DATE: March 25, 2013

TO: Mayor and Councillors

FROM: Judith Walker, Senior Planner

SUBJECT: Carlisle Lane – 01-2012 OCP & Zoning Amendment Application

FILE:	01-2012-OCP & RZ		
AGENT:	Bob Hudson, McElhanney Consulting Services Ltd. (Courtenay)	OWNER:	954651 BC Ltd.
FOLIO No.:	516 00696.020	PID:	003-012-522
LEGAL DESCRIPTION:	Lot 1, District Lot 24, Nelson District, Plan 24314 Except Part in Plan 31165		
CIVIC ADDRESS:	Carlisle Lane		
EXISTING OCP DESIGNATION	Agriculture	PROPOSED DESIGNATION:	Residential
EXISTING ZONE:	Rural Three (RU-3)	PROPOSED ZONE:	Residential Four (R-4)

RECOMMENDATION

- i) THAT the Official Community Plan Amendment Bylaw No. 966 and Zoning Amendment Bylaw No. 967 be given first and second reading, when they appear later in the agenda,
- ii) THAT the PDA Bylaw No. 981 be given first and second reading, when it appears later in the agenda,

iii) THAT Council directs staff to refer the OCP bylaw as outlined in the report:

This referral will be sent to the following agencies:

☒ BC Assessment Authority	☒ Ministry of Environment	☒ K'omoks First Nations
☒ Agricultural Land Commission	☒ Ministry of Forests, Lands & Natural Resource Operations (CR)	☒ City of Courtenay
☒ Ministry of Community, Sport & Cultural Development	☒ Ministry of Transportation and Infrastructure (Courtenay)	☒ Town of Comox
☒ Ministry of Aboriginal Relations & Reconciliation	☒ Environment Canada	☒ Comox Valley Regional District
☒ Ministry of Agriculture (Courtenay)	☒ Fisheries & Oceans Canada (Comox)	☒ School District No. 71
☒ Ministry of Energy, Mines & Natural Gas	☒ VIHA (VI Health Authority)	

- iv) THAT Council directs staff to hold a public information meeting on Thursday April 11th 6:30-8pm in Council Chambers; and
- v) THAT Council directs staff to schedule a public hearing on Monday April 29th, 2013 at 7pm. in Council Chambers.

SUMMARY

The owners of a 10 acre property on Carlisle Lane made application for an Official Community Plan and Zoning bylaw amendments to permit the development of 33 residential single family lots. This report presents:

1. OCP Amendment Bylaw No. 966, 2012 and Zoning Amendment Bylaw No. 967, 2012 for consideration of first and second reading that would permit this change in land use; and
2. The Phased Development Agreement (PDA) bylaw, and the PDA, for consideration of first and second reading that would approve the agreement.

BACKGROUND

The Property

The subject property is a 3.93ha (9.7 acres) site that was formerly the Jaro Nursery site, and located between Ulverston Avenue and Carlisle Lane. The property contains some mature conifers, and some overgrown nursery stock but was mostly vegetated with *Alnus rubra* (Red alder) as the reclamation species after the close of the nursery. The topography is relatively flat and the soils appear to be gravelly till with some clay.

The site has a house and had several outbuildings in various stages of collapse. A large pond was created and used for irrigation of the nursery, as evident from the old pump house and water distribution pipes and ditches on the property.

LAND USE BYLAWS

The Proposed Development

The Village received the application for the OCP amendment and rezoning for the above property on May 15, 2012. The applicant proposes to amend the "Village of Cumberland Official Community Plan, Bylaw 786, 2004" to change the designation of the subject property to permit residential single family dwellings. The proposed number of lots is 33. A fee of \$3,000 for the OCP/rezoning application and \$15,000 for the peer review account has been received. The subject property is not within a Comprehensive Planning Area (CPA) and does not require a Comprehensive Development Agreement.

The owner and agent held a neighbourhood meeting on January 31, 2012, prior to making application and the minutes of that meeting are attached (Appendix A). At that meeting a proposed site layout was displayed along with drawings of the type of houses that are proposed to be built. As per the Development Procedures and Fees Bylaw No.956 the applicant is required to hold a neighbourhood meeting, after the Village has received the application, and another neighbourhood meeting was held on August 7, 2012. The notes from that meeting are attached in Appendix A.

The owner and his son propose to be the sole builders of the proposed development. The development is proposed to be accomplished in three phases approximately as shown in the proposed site layout in the Phased Development Agreement. The residential development is proposed to include single family homes, with the ability for both secondary suites within the houses and, in some instances, to include carriage houses. The goal is to create a quality single-family neighbourhood with the ability for homeowners with small and professional home based businesses to utilize the carriage house for business use. The secondary suites and carriage house units provide opportunities for rental opportunities. The option exists for the owner of the property to build an attached garage to the principal residence, while still permitting a carriage house, depending on lot size and configuration.

Carriage Houses

Carriage houses are similar to secondary suites, except carriage houses are detached from the principal residence within a separate but smaller unit usually located at the rear of a lot with access via a lane or road. The main floor can function as garage/workshop or office space but cannot be converted to living space. The upstairs contains the living quarters.

The lane portion of the proposed development results in the ability for the houses fronting on 10th Street to retain the same character as the existing homes across the street, without garages being dominating the streetscape. The lanes permit access to the carriage house at the rear of the property. The only other lots permitting carriage houses are those with double frontage or corner lots, so that the carriage house can be accessed separate from the driveway to the main house or on lots more than 850 m² in area. This minimum lot size is to ensure there can be landscape area as well as adequate area for the main dwelling and the carriage house and the necessary driveways and on-site parking spaces. No other lots are permitted to have carriage houses.

Currently secondary buildings to the principal building, such as cottages, or small detached single family, single storey residential units, are not being considered in this proposal.

Regional Growth Strategy (RGS) & Comox Valley Sustainability Strategy (CVSS)

This proposed development meets many of the goals of the RGS and the CVSS including:

- Directing growth into new and existing core settlement area
- increasing the diversity, mix and design quality of housing within town centres
- permitting and encouraging secondary suites and accessory dwelling units in residential areas
- increasing the amount of live/work spaces

The subject property is within walking distance to the downtown core and is on a bus route (Royston Road). The density proposed is increased from single family homes but retains the single family character. It is a transition to a higher density than regular single family housing but integrates into the adjacent single family neighbourhoods (Ulverston Avenue and on 10th Street). A key RGS key goal is to concentrate serviced housing in the already serviced municipal cores and to not create sprawl with its expensive infrastructure construction to be inherited by local governments.

Official Community Plan

In the OCP the following land use management principles are supported by the proposed development:

- Avoid urban sprawl and ensure that development takes place where adequate public facilities exist
- Create settlement patterns that encourage walking, bicycling and efficient use of public transit and minimize the use of automobiles;
- Encourage economic development that supports the unique character of our Community
- Encourage affordable and appropriate housing.

Reports and Assessments

Reports and assessments have been submitted as part of the application. It should be noted that this application for OCP and zoning amendment is to consider if the proposed **land use** can be accommodated and is appropriate for the site. At other stages of the approvals process, such as at subdivision and building permit, there will be additional requirements to provide more details (refer to PDA for requirements and timing). The following reports and studies have been submitted:

- Stormwater Management Design Brief
- Geotechnical Site Assessment
- Traffic Impact Design Brief
- Arborist Report

Servicing

Water: Anticipated potable water demand has been calculated based on MMCD design guidelines and required fire flows based on Fire Underwriter Survey methodology. The total design population, based on Village of Cumberland population per unit type, is 154 (22 SF lots + secondary suites @ 4 persons/lot = 88 persons; 11 SF + secondary + carriage @ 6 persons/lot = 66 persons, Total 88+66=154). Servicing and traffic impact assessment will be assessed based on this total.

Sewerage: Approximately two-thirds of the site is potentially tributary to the southern trunk sewer line and the remaining one third drains naturally to the Ulverston Avenue trunk sewer. The entire site is serviceable via gravity collection. Anticipated sewerage loading will be calculated based on the Village's design population as above.

Currently the main sewer line is located under Carlisle Lane and crosses the property at the south east corner to continue on the adjacent property to Ulverston Avenue. The Village will require the applicant to locate, survey and possibly dedicate additional ROW if needed. A SRW will be required to be registered by the applicant to accommodate a future twinning of the sanitary trunk main at the east end of Carlisle Lane.

It is the Village's policy to restrict new connections to the sanitary sewerage collection and treatment system unless a documented reduction of inflow and in infiltration is provided. This may be a DCC project.

Stormwater (Rainwater) Management Plan. The OCP promotes the use of green infrastructure and promotes innovation in developing properties. Staff supports a rainwater management plan which utilizes tools such as rain gardens, infiltration trenches, increased topsoil depths etc. to increase the infiltration of the water to the ground at source. "Zero Net Impact" on existing natural drainage systems is an objective in the OCP which will influence surfacing options for the project. The geotechnical and groundwater assessment required by staff will provide the information on the capabilities of such infiltration techniques – not all soils are created equal for infiltration capacity. A professional engineering will provide a drainage and rainwater management report which recognizes and conforms to the OCP and to the design criteria of Master Municipal Construction Documents (MMCD) adopted by Council.

Fire Protection

The Fire Chief has reviewed the concept plan and offers the following comments.

Fire Hydrants: There may be concern with distance between fire hydrants and Carlisle Lane will require two fire hydrants. This will be confirmed by the owner with the engineering plans submitted for the project.

Road Issues: Engineering plans need to confirm street width with regards to access for emergency vehicles. Street parking may be an issue due to the increased population density. Turning radius on the corners of Ulverston Avenue and Penrith Street must meet FCM standards for emergency vehicles.

Firesmart: Greenspace that is not managed for fuel loading is a concern for fire protection.

Hydro Power

Currently there are 3-phase overhead power lines on the south side of Ulverston Avenue, fronting the proposed development. These lines provide power to the industrial zoned properties on Ulverston Avenue and Royston Road and power to the homes (via overhead wires) on the northern side of Ulverston Avenue. The applicant does not propose to underground that portion of the powerlines due to the high cost to bury 3-phase power lines. The remaining servicing of the proposed development will be underground.

Traffic Impact Assessment

Staff, using the Village's population projections for housing units, calculates the 33 lots to equate to a potential additional 153 people. This is based on the following projections:

<i>2.5 persons per single family unit (33 lots)=</i>	<i>82.5 persons</i>
<i>1.5 persons per secondary suite (33 lots)=</i>	<i>49.5 persons</i>
<i>1.5 persons per carriage house (estimate 14 lots)=</i>	<i>21 persons</i>
<i>Total</i>	<i>153 persons</i>

The traffic impact design brief used a slightly higher count of 2.0 persons per carriage house unit rather than the 1.5 persons per carriage house unit documented above. It was noted during COTW on March 11, 2013 that the traffic impact study occurred over a long weekend in the summer and may not reflect average traffic flows. McElhanney, the author of the report, has not responded to date regarding this concern.

An assessment of the impact the traffic will have on the adjacent roadways is required, including parking. The applicant will upgrade the surface (chip seal) of Ulverston Road from the development to Royston Road, due to the potential impact of increased traffic.

Parking is of concern to staff due to the historical high numbers of cars per household in similar subdivisions and subsequent loss of urban greenspace necessary not only for aesthetics but for critical rainwater management. The potential, based on Village projections, for there to be 5.5 persons residing per carriage house lot translates easily to 3-6 cars per lot, not including recreational vehicles and boats. It will be required of the applicant to meet the zoning bylaw on-site parking requirements so as not to create problems with off-site parking.

Engineering staff has indicated that Carlisle Lane will require a turnaround where it meets the eastern property boundary and an intersection improvement at Dunsmuir Avenue. The assessment will confirm and determine the geometry of those requirements. Staff has requested that the applicant show access for the lots fronting the chicane on Ulverston Avenue, at subdivision of those lots.

Due to the residential nature of the proposed plan including the proposed road widths and layout, and due to the trail connections north to Ulverston Avenue and south to Carlisle Land and Dunsmuir Avenue, internal bike lanes are not recommended by staff.

Tree Management Plan

An arborist report has been provided and is a schedule in the PDA. Currently there is no tree cutting bylaw for the Village so there are no permits required to remove trees on private property. The applicant has removed the young alders on the site and species (*Pseudotsuga menziesii*) identified in the report as compromised by *Laminated Root Rot* and *Fomes anosus* and Pine species as compromised by pitch maggot. A management report is required to outline how the healthy trees will be retained and managed, during and after construction. Some of the nursery stock has been proposed to be relocated to retain greenspace such as the area surrounding the pond. The report will identify the species and trees that most likely could survive such relocation, as well as phasing of the relocation. The report also is required to include certification by a qualified person that the proposed additional tree removal will not create any adverse impacts including flooding, erosion or contamination of a watercourse.

The older conifer trees along 10th Street, that the public often cites as worthy of retention, have already had their roots impacted by the construction and servicing of 10th Street roadway and further degraded by people excavating under the roots and removing soil, and replacing with yard waste. In addition there has been construction of play structures under and among the trees to further stress their precarious health. Most tree roots are within the top one metre of soil and are very susceptible to any grade change and any reduction in their ability to exchange oxygen with the soil surface.

Park & Greenspace

The OCP includes several references to green space and vegetation such as:

- To retain trees;
- To continue the Wellington Colliery Rail trail;
- To encourage walking and cycling;
- To protect sensitive ecosystems and watersheds; and
- To integrate green spaces and provide links.

The pond is not considered park dedication as it is part of the drainage/rainwater plan for the project. The land surrounding the pond, greenways and trail connections are considered eligible for park dedication in order to meet the LGA requirements (Section 941 Park Dedication). Trails are proposed to be constructed of compacted crushed gravel to create permeable, easily travelled surfaces to link through the development around the stormwater pond and to Ulverston Avenue. This will provide a pedestrian and cycle path though to Dunsmuir Avenue from Ulverston Station and surrounding neighbourhoods.

The OCP (Parks & Greenways Master Plan Bylaw No. 923) indicates a pocket park and trails (proposed .4ha) within the property and the continuation of the Wellington Colliery Rail ROW as a greenway. The proposed park surrounding the pond and the trails meet the Master Plan requirements. Carlisle Lane will have a sidewalk in the last phase of the development to provide pedestrian access along side of the greenway, which is a valuable treed wetland-rainwater storage area and is not suitable for trail construction. The proposed concept plan includes a park

surrounding the stormwater pond, trail corridors, and the greenway on the south side of Carlisle Lane.

Staff has not recommended acquiring park space for a tot lot within this proposed development due to the proximity to Village Park and the need for replacement of the playground equipment at Village Park, which the amenity contribution may fund.

The applicant has proposed that the boulevards be planted with street trees which will be required as a condition of subdivision. This separation of the sidewalk from the road edge creates a comfortable pedestrian experience and clearly separates the trees within the public right of way.

Amenity Contributions

Amenities are defined very broadly as a feature that a local government views as in the best interest of its constituents, given the impact that a proposed development might have on the community. The applicant is proposing an amenity contribution of \$2,500 per lot for a total of \$82,500 towards the Village Park playground upgrades, including replacement of the adventure playground structure.

Development Permit Area

The *Local Government Act (LGA)* S.919.1 (1)(e) enables local governments to designate development permit areas in the OCP for the “establishment of objectives for the **form and character** of intensive residential development”. The *LGA* does not define “intensive residential” but it is open to interpretation by the jurisdiction. Due to the density potential for the Carlisle Lane subdivision to include single family homes, carriage houses and secondary suites on urban lots, the Village proposes that the OCP be amended to include the addition of Development Permit Area #6- Intensive Residential , including the guidelines, and that Carlisle Lane proposed development be designated DPA#6- Intensive Residential.

Official Community Plan Referrals

According to the *LGA* S.879, a local government “must provide one or more opportunities it considers appropriate for consultation with persons, organizations and authorities it considers will be affected”, and the consultation “should be early and ongoing”. The following is staff’s recommendation for formal referral of the Village of Cumberland Official Community Plan Amendment Bylaw No. 966, 2012:

This referral will be sent to the following agencies:

- | | | |
|---|---|--|
| ☒ BC Assessment Authority | ☒ Ministry of Environment | ☒ K'omoks First Nations |
| ☒ Agricultural Land Commission | ☒ Ministry of Forests, Lands & Natural Resource Operations (CR) | ☒ City of Courtenay |
| ☒ Ministry of Community, Sport & Cultural Development | ☒ Ministry of Transportation and Infrastructure (Courtenay) | ☒ Town of Comox |
| ☒ Ministry of Aboriginal Relations & Reconciliation | ☒ Environment Canada | ☒ Comox Valley Regional District |
| ☒ Ministry of Agriculture (Courtenay) | ☒ Fisheries & Oceans Canada (Comox) | ☒ School District No. 71 |
| ☒ Ministry of Energy, Mines & Natural Gas | ☒ VIHA (VI Health Authority) | |

PHASED DEVELOPMENT AGREEMENT AND BYLAW

Given that the proposed development is not required to enter into a Comprehensive Development Agreement with the Village and that the Village requires certainty regarding details as to how the development will proceed, the Village and the applicant propose to enter into a Phased Development Agreement (PDA). A PDA is a voluntary agreement and ensures a steady regulatory environment and certainty for both developers and local government through the build-out phase of multi-phase development projects. A carefully negotiated Phased Development Agreement can facilitate a comprehensive development and enable a community to engage in sustainability-based comprehensive planning with an increased prospect that the plan is achievable. A notice of the PDA is filed with the Registrar of Land Titles (same procedure as for DP notice). The PDA does not “run with the land” as a Section 219 covenant does, but the terms of the PDA can include assignment to subsequent landowners.

A PDA may include, but is not limited to: inclusion of specific features in the development, provision of amenities, phasing and timing of the development, registration of S. 219 covenants, amount and location of park land. “Specific features” can include design guidelines for the development which provides a better mechanism for local government than statutory building schemes.

On October 9, 2012 Council approved staff to investigate and negotiate a PDA with the developer, which is presented in this report, attached as a schedule to Bylaw No. 981, 2013, Phased Development Agreement – Carlisle Lane. This PDA includes details of phasing, financial contribution, park area, tree management, highway improvements, stormwater management and geotechnical considerations

Following the COTW meeting, Clause 4.4 in the Terms and Termination section of the PDA has been added to include a breach clause for the agreement. Also note that the issue of improvements to Ulverston Avenue in Phase 1 requires a one time contribution of \$15,000 towards the cost to for the Village to chipseal the road surface (PDA 1.2h)6)aa) due to the impact of any additional traffic caused by the subdivision.

FINANCIAL IMPLICATIONS

Due to the proposed impact that the development may have on the community, the amenity contribution can be considered for Village Park enhancement.

ATTACHMENTS

Appendix A: Notes from neighbourhood meetings: January 31, 2012 and August 7, 2012

CONCURRENCE

Rob Crisfield, Manager of Operations 

OPTIONS

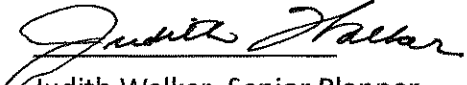
1. THAT the OCP Amendment Bylaw No. 966 and Zoning Amendment Bylaw No. 967 be given first and second reading, when they appear later in the agenda, and
2. THAT the PDA Bylaw No. 981 be given first and second reading, when it appears later in the agenda,
3. THAT Council directs staff to refer the OCP bylaw as outlined in the report:

This referral will be sent to the following agencies:

☒ BC Assessment Authority	☒ Ministry of Environment	☒ K'omoks First Nations
☒ Agricultural Land Commission	☒ Ministry of Forests, Lands & Natural Resource Operations (CR)	☒ City of Courtenay
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☒ Ministry of Agriculture (Courtenay)	☒ Fisheries & Oceans Canada (Comox)	☒ School District No. 71
☒ Ministry of Energy, Mines & Natural Gas	☒ VIHA (VI Health Authority)	

4. THAT Council directs staff to hold a public information meeting on Thursday April 11th 6:30-8pm in Council Chambers; and
5. THAT Council directs staff to schedule a public hearing on Monday April 29th, 2013 at 7pm. in Council Chambers; or
6. Any other action deemed appropriate by Council.

Respectfully submitted,


Judith Walker, Senior Planner


Sundance Topham, Chief Administrative Officer



February 1, 2012

Our Files: 2211-47203-0

Village of Cumberland
2673 Dunsmuir Avenue
Box 340, Cumberland, BC V0R 1S0

Attention: Ms. Judy Walker, Planning Department

Dear Madam,

**CIVIL ENGINEERING AND LEGAL SURVEY SERVICES FOR
LOT 1, Plan 24314 – CARLISLE LANE DEVELOPMENT**

We attach copies of the sign in and comments sheets from the neighbourhood meeting held at the Cumberland Cultural Centre January 31, 2012, for the above noted development. 23 people signed in (two sign in sheets), and there are 10 comment sheets.

Below are the ideas that were presented on the "What Are Your Ideas" sheet:

- Community garden space – ditto! Ditto!
- Environmentally friendly building materials.
- Neighbourhood geothermal.
- Creekside style non-car based community.
- Save the trees along 10th Street – please – at least some of them.
- Children's park.
- No road punched through off Penrith (connecting to Royston Road/Dunsmuir, or any other part of development).
- Like tin town in the trees.
- I like your idea of a tree buffer around the property.
- Community garden around existing pond to allow for irrigation and possible polyculture of fish?
- Some ideas of sustainability please.
- You say retention of tree buffers – does that mean on 10th Street?
- Single-family houses only please – no condos/patio homes.
- Lanes.
- Low energy consumption = "future proof".
- Set your product apart from e.g. Coal Valley.

Yours truly,

MC ELHANNEY CONSULTING SERVICES LTD.

A handwritten signature in black ink, appearing to read 'Bob Hudson'.

Bob Hudson, P.Eng.

BH/njg



495 Sixth St
Courtenay BC
Canada V9N 6V4

Tel 250 338 5495
Fax 250 338 7700
www.mcelhanney.com/mcsl

August 16, 2012

Our Files: 2211-47203-0

Village of Cumberland
2673 Dunsmuir Avenue
Box 340, Cumberland, BC V0R 1S0

Attention: Ms. Judy Walker, Planning Department

Dear Judy,

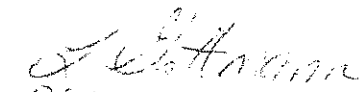
**LOT 1, PLAN 24314 – CARLISLE LANE DEVELOPMENT
NEIGHBORHOOD MEETING – AUGUST 7, 2012**

Please find attached copies of all written comments provided at RJ Construction's neighborhood meeting of August 7, 2012. The meeting was not well attended; we estimate a total of approximately 20 people inquired via phone, or attended in person. A copy of the sign in sheet from the meeting is attached for reference.

Given the limited number of responses received, we have not summarized comments. We trust this is satisfactory. Should you have any questions, please contact our office.

Yours truly,

McELHANNEY CONSULTING SERVICES LTD.


P.E.
Bob Hudson, P.Eng.

BH:ldg

cc: Dale Querin, RJ Construction

COMMENT SHEET

NEIGHBOURHOOD MEETING

For

PROPOSED CARLISLE LANE DEVELOPMENT

R.J. CONSTRUCTION LTD.

Name & Address:

Comments Welcome:

As per conversations - Appreciate the fact that
you have modified plans from previous presentations -
Keeping options open for water catchment
& solar power is a plus - happy to see
a substantial green/water space - Please
save a few big beauties! (Trees) -

August 7, 2012

COMMENT SHEET

NEIGHBOURHOOD MEETING
For

PROPOSED CARLISLE LANE DEVELOPMENT

R.J. CONSTRUCTION LTD.

Name & Address

Comments Welcome:

- Houses look much better than last meeting -
- storm water - would be nice to be kept on the property as much as possible 'not drained away (will cost for storm water flow for sewage)
- keeping as much trees as there are on existing property (but moved) is great.
- possible. Driveways would be good.
- dark sky lighting? lights shine down -
- trail - bike trail is nice.
- hardiplank & shingles ^{wood} - timber is great.

August 7, 2012

Corporation of the Village of Cumberland

Official Community Plan Amendment Bylaw No. **966**, 2012

STATUS

TITLE: Corporation of the Village of Cumberland Official
Community Plan Amendment Bylaw No. 966, 2012

APPLICANT: R-J Construction Ltd. (Dale & Shirley Querin)

PURPOSE: To amend the designation of the subject property from
'Agriculture' to 'Residential'.
To designate development permit area #6, with guidelines.



COUNCIL: **Date:**
Decision:

COUNCIL: **Date:**
Decision:

REFERRALS TO AGENCIES: **Date:**

PUBLIC HEARING: **Date:**

COUNCIL: **Date:**
Decision:
Decision:

CORPORATION OF THE VILLAGE OF CUMBERLAND

BYLAW NO. 966

**A BYLAW TO AMEND THE
‘VILLAGE OF CUMBERLAND OFFICIAL COMMUNITY PLAN BYLAW NO. 786, 2004’**

The Council of the Corporation of the Village of Cumberland, in open meeting assembled, enacts the following amendments to the ‘Village of Cumberland Official Community Plan Bylaw No. 786, 2004’:

PART A TEXT AMENDMENT

The ‘Village of Cumberland Official Community Plan Bylaw No. 786, 2004’ is amended by adding a new Section 5.6 Carlisle Lane Intensive Residential Development Permit Area (DPA No. 6) as set out in Schedule ‘A’ attached, with respect to the area shown as highlighted with thick black outline and hatched on Schedule ‘B’ attached.

PART B DESIGNATION

That property known as Lot 1, District Lot 24, Nelson District, Plan 24314 Except Part in Plan 31165, shown as highlighted with thick black outline and hatched on Schedule ‘B’ attached, is hereby re-designated from ‘Agriculture’ to ‘Residential’ on Map A of the Official Community Plan;

PART C MAP AMENDMENT

- a) Map A of the ‘Village of Cumberland Official Community Plan Bylaw No. 786, 2004’ entitled “Official Community Plan” shall incorporate the changes more particularly described in Part B DESIGNATION of this Bylaw and indicated on Schedule ‘B’ of this bylaw, attached hereto.
- b) Map B of the ‘Village of Cumberland Official Community Plan Bylaw No. 786, 2004’ entitled “Development Permit Areas” shall incorporate the changes more particularly described in Part A TEXT AMENDMENT of this Bylaw.

PART D TITLE

This Bylaw may be cited for all purposes as the ‘Corporation of the Village of Cumberland Official Community Plan Amendment Bylaw No. 966, 2012’.

READ A FIRST TIME THIS

DAY OF

READ A SECOND TIME THIS

DAY OF

PUBLIC HEARING HELD THIS

DAY OF

READ A THIRD TIME THIS

DAY OF

ADOPTED THIS

DAY OF

Mayor

Corporate Officer

I hereby certify the foregoing to be a true and correct copy of the 'Corporation of the Village of Cumberland Official Community Plan Amendment Bylaw No. 966, 2012' as adopted by the Village Council on the _____ day of _____.

Corporate Officer

Schedule 'A'

**Development Permit No. 6
Intensive Residential Areas**

1. Area

Pursuant to the *Local Government Act* and amendments thereto, the Village designates the area shown on the "Corporation of the Village of Cumberland Official Community Plan Bylaw No. 786, 2004" Map 'B' as Development Permit Area No. 6 in order to provide guidelines for the form and character of intensive residential developments, and to promote energy and water conservation.

2. Justification

Development Permit designation is warranted to promote a high standard of design in intensive residential projects and to guide the integration of new housing into the residential neighbourhoods for which they are proposed. These guidelines provide a statement of expectations for these developments that will aid the assessment of an individual project on a site-specific basis, thus promoting quality residential environments that maintain desirable relationships to their surrounding context.

3. Objectives

The development of carriage house in combination with secondary suites within a single family residential neighbourhood promotes increased density, efficient servicing, home-based businesses and rental opportunities within a single family neighbourhood context. However, high quality design, including form and character is important in order to ensure:

- privacy;
 - views;
 - solar access;
 - outdoor enjoyment for all; and
 - integration within the neighbourhood.
- a) The objectives of these guidelines are to:
- i) achieve a high degree of residential liveability;
 - ii) achieve development that considers site specific characteristics;
 - iii) achieve sensitive integration of the carriage house into the single family housing;
 - iv) promote a style of development that is compatible with the single family home and neighbourhood in terms of setbacks, landscaping and massing;
 - v) promote and encourage construction of quality housing; and
 - vi) accomplish the above in an energy-efficient, sustainable and responsible manner.

4. Guidelines

These Guidelines apply to the entire Carlisle Lane neighbourhood, with the guidelines specific to “carriage houses” and the properties on which they are permitted specifically noted.

a) Form and Scale

- i) New Buildings should:
 - 1) Create visual interest by providing variations in height, rooflines and massing and
 - 2) Avoid building plans that are repetitive.
- ii) Flat roofed buildings are not permitted.
- iii) Large blank walls must not dominate the buildings and where windows/dormers/bays are not possible, landscaping should be used to mitigate the blank walls.
- iv) Garage must not be visually prominent, mitigated through the use of staggered setbacks, and varied orientation, materials, scale, finishes and colours.
- v) The use of vinyl siding is not permitted.
- vi) Trim on windows, soffits and gables should complement the primary background colour of a building.
- vii) Large windows should not face directly onto adjacent properties.
- viii) Main entrances for principal dwellings should be prominent to the street.
- ix) The design and siting of carriage houses shall:
 - 1) be sensitive to the scale, mass and form of adjacent buildings;
 - 2) use building materials that reflect the character of the principal dwelling unit;
 - 3) not overlook and shadow adjacent properties; and
 - 4) utilize all habitable space opportunities such as building into the truss system of the unit.

b) Landscaping

All portions of a parcel used for intensive residential, exclusive of parking areas, driveways or sidewalks shall be landscaped with a balanced mix of grass, shrub beds and trees to create a pleasant livable environment by providing an appropriate amount of usable open space, screening and shading.

- i) A landscape plan by a landscape professional, shall be prepared with the broad objectives of providing:
 - 1) vegetative screening on private lots to protect the privacy and to mitigate noise between occupants of adjacent properties; and

- 2) low height vegetation between adjacent driveways on private lots to mitigate the visual impact of paved surfaces.
 - 3) Aesthetic, social and natural benefits of street trees and plantings on public and common areas.
- ii) The use of drought-resistant plant species is encouraged in all landscaping.
- iii) Boulevard (common or public) landscaping will include street trees and grass or groundcovers.
- vii) Street trees of a type, spacing, and caliper size to be determined by the Village, shall located on the public right of way within the subject development. These works shall include root barriers and irrigation.
- iv) Enhancement and landscaping along an adjacent lane must not contain parking or driveways.
- vii) Landscaping Security
 - 1) A performance security in a form acceptable to the Village shall be provided in an amount which is equal to 120% of the cost of implementing the landscape plan.
 - 2) When the planting is completed the Owner will advise the Village and will request an inspection. When the plantings are in compliance with the planting plan by the Village, 80% of the performance security will be returned. A holdback of 20% will be retained for two full growing seasons to ensure viability of the plant stock. At the end of the two years, the owner will request an inspection, and if found in conformance with the plan, the holdback is returned.
- v) Private outdoor space for both the principal unit and the carriage house must not constitute the same space and must be separated through landscaping.
- vi) Mature trees must not be cut down or damaged, wherever possible. Any trees removed by the Owners and occupiers must be replaced to meet the principle of “no net loss” of significant plant material. Replacement plantings must be sufficient in number, size, type and maturity in order to off-set its removal; Subsequent owners and occupiers must not remove replacement plantings installed by the developer or previous owner.
- vii) All landscaping is to be installed, staked, and mulched according to BC Landscape and Nursery Association standards.
- viii) Garbage and recycling systems must be placed in predetermined locations within the lane, in a enclosed area, garage, or adjacent to parking areas. Garbage and recycling areas and containers must be secure from, and are not to attract, wildlife.

- ix) Fences must be constructed of wood. All wooden fencing and other wooden landscape components must not be left untreated unless the wood naturally has some preservative qualities (i.e. Western red cedar).

c) Driveways and Parking

- i) Paved driveway surfaces must not be wider than 5.0metres (16.4feet);
- ii) Where possible, parking for a carriage house must not be accessed from the frontage road, but rather a secondary access in order to disperse traffic associated with any single property;
- iii) Parking areas for all recreational vehicles, trailers and boats, including commercial or industrial vehicles (if permitted by bylaw), must be parked behind the front face of the primary dwelling unit. This requirement must be met whenever these vehicles are on the property; there is no “temporary” storage or parking areas permitted.

d) Outside Amenity Area

- i) A carriage house must have an outside amenity area in the form of a deck, dedicated yard, garden or similar feature. A parking area does not qualify as an outside amenity area;
- ii) The amenity area must not be narrower than 2.5metres (8.2feet) and most not be less than 10.0metres² (107.6feet²) in area;
- iii) Decks and balconies shall not overlook adjacent properties.

e) Safety Features

- i) The civic addressing for a carriage house must be visible from the primary street frontage.
- ii) A carriage house shall have a dedicated, unobstructed, hard surfaced path, not be less than 1.0metre (3.3feet) in width, that links the carriage house to public street or lane. The pathway shall be lighted in such a way as to not impact neighbouring properties. Vertical clearance must not contradict fire safety requirements and standards of the Village and maintenance must not contradict Village bylaws.

f) Energy and Water Conservation

- i) Building units must not use any appliances that are not Energy Star certified.
- ii) Building siting and landscaping should consider passive solar exposure in wintertime and the reduction of sun penetration in summer.
- iii) Solar energy systems or pre-plumbing for future installation should be considered.
- iv) Natural infiltration of rainwater into the ground must be incorporated into the lot drainage management system unless the engineering and geotechnical reports confirm that the soils are not suitable for on-site infiltration.

- v) Landscaping must not be developed without consideration of water-smart landscaping principles.

g) Lighting

- i) Lighting for parking areas must not spill into the neighbours property or on to other units on the same property.
- ii) Motion-activated security lights must not create any light spillage on neighbouring buildings.
- iii) Lights from parked cars must not affect adjacent properties, but rather must be effectively prevented by the use of screening/fencing and/or landscaping and/or fencing.

h) Stormwater

It is recognized that the clearing, grading and servicing of sites alters their natural hydrology patterns. In recognition of this fact, it shall be required that each development prepare a stormwater management plan that has as its goal the maintenance of post-development flows equivalent to those of pre-development flow patterns and volumes over the entire wet weather season. This stormwater plan shall be prepared by a Professional Engineer and may make use of such devices as wet or dry detention ponds, constructed wetlands, or other devices as deemed suitable and consistent with accepted engineering practice.

**Area Proposed to be designated
Residential and Intensive Residential
Development Permit Area (DPA No.6)**

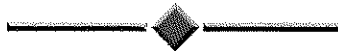


STATUS

TITLE: Corporation of the Village of Cumberland Zoning Amendment Bylaw No. 967, 2012

APPLICANT: R-J Construction Ltd. (Dale & Shirley Querin)

PURPOSE: To introduce a new Residential Four (R-4) zone that permits residential use including secondary suites and carriage houses subject to criteria, and to rezone the subject land to R-4.
To add definition and regulations for carriage houses.
Related consequential amendments.



COUNCIL:	Date:
	Decision:
COUNCIL:	Date:
	Decision:
PUBLIC HEARING:	Date:
COUNCIL:	Date:
	Decision:

THE CORPORATION OF THE VILLAGE OF CUMBERLAND

BYLAW NO. 967

A BYLAW TO AMEND THE 'VILLAGE OF CUMBERLAND ZONING BYLAW NO. 717, 1997'

The Council of the Corporation of the Village of Cumberland, in open meeting assembled, enacts the following amendments to the 'Village of Cumberland Zoning Bylaw No. 717, 1997':

SECTION 1 TEXT AMENDMENTS

- 1) The 'Village of Cumberland Zoning Bylaw No. 717, 1997' is amended by adding a new Section 5.9 Residential Four (R-4) as set out in Schedule 'A' attached to and forming part of this bylaw.

- 2) Part 3 is amended by the addition of 3.1.40 Residential Four Zone, R-4: Single family & carriage houses.

- 3) Part 2 INTERPRETATION is amended by the addition of the following definition of "Carriage House":

CARRIAGE HOUSE means an accessory residential dwelling unit located on the upper level of a two-storey detached accessory building, located on and part of a single family dwelling residential parcel all as a single real estate entity. (*Refer to Part 3 General Regulations Section 3.23 Carriage Houses*).

- 4) Part 2 INTERPRETATION is amended by the addition of the underlined portion below to the definition of "Building, Accessory":

BUILDING,
ACCESSORY means a building or structure, the use of which is ancillary to the principal permitted use of the lands, buildings or structures located on the same parcel, but specifically excludes buildings used for residential use (except in the case of a carriage house use where specifically permitted) and farm buildings where agricultural use is a permitted principal use.

- 5) Part 3 GENERAL REGULATIONS is amended by both:

(a) the addition of the underlined portion below to the Accessory Buildings and Use section 3.6(3), as follows:

3) No accessory structure shall be used for human habitation (except in the case of a carriage house use, where specifically permitted).

(b) the addition of a new Part 3.23 *Carriage House* section as follows:

"3.23 Carriage House:

Where a carriage house is permitted the following requirements shall apply:

- a) must only be located on:
 - i) a lot with lane access; or
 - ii) a lot with double frontage (corner lot); or
 - iii) a lot with minimum area of 850m² and a minimum frontage of 20 metres.

- b) the accessory building containing the carriage house shall be sited in accordance with principal building and structure setbacks, except in relation to the lane in which case accessory building setbacks apply;
 - c) the carriage house must occupy the entirety of the upper level of a two storey of a building accessory to, but detached from (and with no breezeway to) an existing single family dwelling (with or without secondary suite) on the subject property;
 - d) access to and egress from the carriage house must be distinct and separate from access to the grade level of the accessory building;
 - e) the floor area of the carriage house:
 - i) must not exceed 90.0 metres² (968.8 feet²);
 - ii) must be less than 75% of the total habitable floor space of the principal building;
 - f) the floor area of the grade level of the accessory building must not exceed the floor area of the carriage house by more than 20%;
 - g) the carriage house cannot be subdivided from the building or the lot of which it is part under the *Strata Property Act* and amendments thereto;
 - h) must provide one off-street parking space for the exclusive use of the carriage house;
 - i) must comply with all relevant building code requirements and constructions standards; and
 - j) for greater certainty, must not be used as, or part of, a bed and breakfast or tourist accommodation, or other accommodation for the traveling public.
- 6) Part 4 OFF-STREET PARKING AND LOADING AREA REQUIREMENTS, Section 4.4 Required Number of Off-street Parking Spaces, Subsection 1 RESIDENTIAL is amended by the addition of “Carriage house – 1 space per unit” as new paragraph 4.4(1)(c) and re-lettering the existing paragraphs thereafter accordingly.

SECTION 2 ZONING DESIGNATION

That property known as Lot 1, District Lot 24, Nelson District, Plan 24314 Except Part in Plan 31165, shown as highlighted with thick black outline and hatched on Schedule ‘B’, attached to and forming part of this bylaw, is hereby rezoned from Rural Two (RU-2) to Residential Four (R-4).

SECTION 3 MAP AMENDMENT

- 1) Schedule ‘B’ of the ‘Village of Cumberland Zoning Bylaw No. 717, 1997’ is amended to incorporate the amendments more particularly described in Section 2 Zoning Designation of this bylaw.
- 2) The map key for Schedule ‘B’ of the ‘Village of Cumberland Zoning Bylaw No. 717, 1997’ is amended to add ‘R-4 with a descriptor of ‘Residential Four’.

SECTION 4 TITLE

This Bylaw may be cited for all purposes as the 'Corporation of the Village of Cumberland Zoning Amendment Bylaw No. 967, 2012.'

READ A FIRST TIME THIS DAY OF 2013.

READ A SECOND TIME THIS DAY OF

PUBLIC HEARING HELD THIS DAY OF

READ A THIRD TIME THIS DAY OF

I hereby certify the foregoing to be a true and correct copy of the 'Corporation of the Village of Cumberland Zoning Amendment Bylaw No. 967, 2012' as given third reading by the Village Council on the _____ of _____, 2013.

Corporate Officer

ADOPTED THIS DAY OF 2013.

Mayor

Corporate Officer

I hereby certify the foregoing to be a true and correct copy of the 'Corporation of the Village of Cumberland Zoning Amendment Bylaw No. 967, 2012' as adopted by the Village Council on the _____ day of _____, 2013.

Corporate Officer

Schedule A

Part 5 RESIDENTIAL ZONES

5.9

RESIDENTIAL FOUR (R-4)

1) PERMITTED PRINCIPAL USES

On any lot:

- a) One single family dwelling;
- b) Utility use;
- c) Park use.

2) PERMITTED ACCESSORY USES

On any lot:

- a) Home occupation use;
- b) Accessory buildings and structures;
- c) One secondary suite subject to the conditions contained herein;
- d) One carriage house subject to the conditions contained herein.

3) SITING OF PRINCIPAL BUILDINGS AND STRUCTURES

The required yards are as follows:

- a) 3.0metres of a front lot line;
- b) 4.5metres of a rear lot line;
- c) 1.5metres of a side lot line, except where the side yard abuts a street, in which case the minimum yard distance shall be 3.5metres.

4) BUILDING HEIGHTS

- a) The height of principal buildings shall not exceed 9.0metres.

5) ACCESSORY BUILDINGS

Accessory buildings shall meet the following requirements:

- a) shall not exceed 4.5 metres (14.8 feet) in height, except in the case of one accessory building that includes a carriage house, in which case the maximum height is 6.5 metres;
- b) shall have a combined floor area not exceeding a size of 50.0metres² or 10% of the lot area, whichever is less, not including the accessory building which contains a carriage house;
- c) shall not be located in any required front and side yards;
- d) shall not be located within 1.5metres from a side and rear lot line, except where the side yard flanks a public road right-of-way, in which case the minimum yard distance shall be 3.5metres.

6) LOT COVERAGE

- a) The maximum lot coverage shall not exceed 35% of the total lot area.
- b) The maximum impermeable surface coverage, including the buildings, shall not exceed 60% of the total lot area.

Schedule A

7) MINIMUM LOT SIZE AND FRONTAGE

A lot shall have a minimum area of 650.0 metres² and a minimum frontage of 17.0 metres.

8) PARKING

- a) Notwithstanding Section 4.4 (1) each lot shall have a minimum of two off street parking spaces for use of the principal single family dwelling plus:
 - i) one off-street parking space for the exclusive use of the secondary suite, if permitted, plus
 - ii) one off street parking space for the exclusive use of the carriage house, if permitted, plus
 - iii) one off-street parking space for the exclusive use of a home based business, if approved.(Total potential on-site parking required is 5 spaces).
- b) Notwithstanding Section 4.1 (11) none of the vehicles, boats or trailers identified in 4.4(11)(b), (c), (d) or (e) may be parked or stored:
 - i) within the front yard setback;
 - ii) within any side yard; or
 - iii) within any other area of the lot that is not fully and suitably landscaped and screened to obscure such parking use.
- c) Notwithstanding Section 4.2 (5) (c) all parking spaces, aprons, entrances and access must be surfaced with permeable pavers, concrete driving strips, or other Village approved permeable surfaces, except the following areas shall be surfaced with asphalt, concrete or other dust-free material:
 - i) the two off street parking spaces, and their respective manoeuvring aisles, entrances and exits, intended for the principal residence,
 - ii) the apron off the lane an accessory building that contains a carriage house; and
 - iii) the required emergency pedestrian access to the carriage house access steps from the nearest highway.
- d) In addition to all other requirements and restrictions of this Part and Bylaw, no more than one recreation vehicle, to a maximum length of 8.0metres plus one boat trailer (with or without boat) to a maximum length of 8.0metres may be parked, stored or otherwise located on a lot.

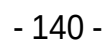
9) CONDITIONS OF USE

- a) A Development Permit shall be obtained prior to the commencement of any site development.

Schedule A

- b) Screening, buffering and landscaping shall be required as per the applicable Development Permit guidelines. In addition or for greater certainty, at least half of the minimum 40% impermeable area of each lot must be fully and suitably landscaped with vegetation.

End • R-4



Corporation of the Village of Cumberland

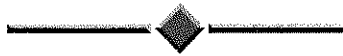
Phased Development Agreement (Carlisle Lane) Bylaw No. **983**, 2013

STATUS

TITLE: Corporation of the Village of Cumberland Phased Development Agreement (Carlisle Lane) Bylaw No. 983, 2013

APPLICANT: Corporation of the Village of Cumberland

PURPOSE: A bylaw to approve a Phased Development Agreement for the proposed Carlisle Lane development.



COUNCIL: **Date:**
Decision:

PUBLIC HEARING: **Date:**

COUNCIL: **Date:**
Decision:

COUNCIL: **Date:**
Decision:

CORPORATION OF THE VILLAGE OF CUMBERLAND

BYLAW NO. 983

**A bylaw to approve a Phased Development
Agreement for the proposed Carlisle Lane development.**

The Council of the Corporation of the Village of Cumberland, in open meeting assembled, enacts as follows:

1. This Bylaw shall be cited as the ‘Corporation of the Village of Cumberland Phased Development Agreement (Carlisle Lane) Bylaw No. 983, 2013.’
2. The Mayor and the Village’s Corporate Officer are authorized to execute the Phased Development Agreement:

- a) set out in the attached Schedule A,
- b) between the Village and 954651 BC Ltd, and
- c) that applies to the land legally described as:

Legal Description: Lot 1, District Lot 24, Nelson District, Plan 24314 Except part in Plan 31165

Folio: 51600696.020

PID: 003-012-522

Civic Address: 2882 Carlisle Lane

READ A FIRST TIME THIS	DAY OF	2013.
READ A SECOND TIME THIS	DAY OF	2013.
PUBLIC HEARING HELD THIS	DAY OF	2013.
READ A THIRD TIME THIS	DAY OF	2013.
ADOPTED THIS	DAY OF	2013.

Mayor

Corporate Officer

Schedule "A"
Carlisle Lane Phased Development Agreement

PHASED DEVELOPMENT AGREEMENT

This Agreement dated for reference the ____ day of _____, 2013.

AMONGST:

VILLAGE OF CUMBERLAND
2673 Dunsmuir Avenue, PO Box 340
Cumberland, BC
V0R 1S0
(the "**Village**")

AND:

954651 BC Ltd
201—467 Cumberland Road
Cumberland, BC
V9N 2C5
(the "**Developer**")

WHEREAS

A. The Developer is the registered owner of lands legally described as:

PID: 003-012-522

Legal Description: Lot 1, District Lot 24, Nelson District, Plan 24314 Except part in Plan 31165

(the "**Lands**")

B. The Developer is proposing subdivision and development of the Lands into thirty three (33) fee simple lots, primarily for single family residential homes, with some provision for secondary suites and carriage houses, and without further stratification;

C. The Developer has applied to the Village for an amendment to the Village's Official Community Plan Bylaw No. 786, 2004 (the "**OCP**") by way of OCP Amendment Bylaw No. 966, 2012 (the "**OCP Amendment Bylaw**"), and has applied for an amendment to the Village's Zoning Bylaw No. 717, 1997 (the "**Zoning Bylaw**") by way of Zoning Amendment Bylaw No. 967, 2012 (the "**Zoning Amendment Bylaw**"), to permit the development on the Lands;

D. The Developer has undertaken to provide certain amenities and features in conjunction with the development of the Lands and the parties wish to ensure that the provisions of the Zoning Amendment Bylaw continue to apply to the Lands for the period more particularly set out in this Agreement, that the Lands are developed in the phases and in the sequence identified herein, and that the amenities and features are provided in conjunction with the development of the Lands and in the sequence provided for in this Agreement.

E. The Council of the Village has, by bylaw, authorized the execution of this Agreement.

NOW THEREFORE in consideration of the mutual promises set out in this Agreement, the Developer and the Village agree pursuant to Section 905.1 of the *Local Government Act* as follows:

1. APPLICATION AND INTERPRETATION

- 1.1. This Agreement applies to the Lands, including all parcels created from the Lands, and to no other land.
- 1.2. In this Agreement:
 - a) **"Amenities and Features"** includes:
 - i) Financial Contribution of EIGHTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$82,500) for use by the Village for playground upgrades in the Village Park, and such other recreation matters as determined in its sole discretion, as detailed under Section 6.0 of the Agreement;
 - ii) Park Area, as detailed under Section 7.0 of this Agreement;
 - iii) Trails, as detailed under Section 8.0 the Agreement;
 - iv) Tree Management, as detailed under Section 9.0 of the Agreement;
 - v) Highway Improvements, as detailed under Section 10.0 of the Agreement;
 - vi) Stormwater Improvements, as detailed under Section 11.0 of the Agreement;
 - vii) Design Guidelines, as detailed under Section 12.0 of the Agreement;and all further reports, studies, plans, agreements and other work in relation to the above.
 - b) **"Design Guidelines"** means the restrictions and requirements for building, landscaping and use on the Lands as identified in Development Permit Area 6 of the Village's Official Community Plan;
 - c) **"Development"** means the development of the Lands as generally depicted on the Site Plan in accordance with the Zoning Amendment Bylaw.
 - d) **"Development Phase"** or **"Phase"** means a phase of the development, including all Amenities and Features specifically contemplated or required in connection with that Phase, and those Amenities and Features, works and services that are required for the whole Development (as applicable to the Phase, unless stated otherwise).
 - e) **"Force Majeure"** means any act reasonably beyond the control of the party seeking to invoke the benefit of Force Majeure under this Agreement including but without restricting the generality thereof, severe weather conditions, lightning, earthquakes, fires, floods and storms, strikes, lockouts and industrial disturbances, any acts, rules, regulations, order or directives of any government or agency thereof, civil disturbances, explosions, transportation embargoes, or failure or delays in transportation, breakdown or mechanical or operational

failure of any technical facilities, excessive electrical power fluctuations, excessive water pressure fluctuations, the order of any Court, or any other causes either herein enumerated or otherwise not reasonably within the control of such party; provided that financial incapacity, insolvency and general economic conditions do not in any event constitute or be deemed to constitute an event of Force Majeure.

- f) **“Highway Improvements”** means the on-and-off-site improvements required in accordance with Section 10.0 of this Agreement.
- g) **“PDA Bylaw”** means the bylaw authorizing the entering into of this Agreement, being the "Village of Cumberland Phased Development Agreement Bylaw No.981, 2013".
- h) **“Phasing Plan”** means the Site Plan, and:
 - i) **“Phase 1”** means proposed Lots 1-8 inclusive, and
 - 1) Provision of the Park Area in accordance with Section 7.0 of this Agreement, and chain link fence along the boundary of the park and pathways;
 - 2) Dedication of, statutory right of way (blanket or specific, to satisfaction of Village) for all areas that will include, or eventually include, trails, walkways and other Village or public access;
 - 3) Construction of all Park Trails lying within Phase 1, including portions of the Ulverston-Penrith Connector and Carlisle Lane-Dunsmuir Connector;
 - 4) Tree Management detailed report for all Lands, and other Tree Management requirements for Phase 1;
 - 5) Location of the sanitary sewermain within Right of Way Plan2020RW along the Carlisle Road frontage, and upgrading to service the Development;
 - 6) The following Highway Improvements:
 - aa) A onetime cash contribution of \$15,000 for grading and chip sealing an 8.0 metre wide surface on the unpaved section of Ulverston Avenue to Royston Road. The onetime cash contribution shall be made upon registration of the 8th new lot or 2 years from the date of adoption of the PDA Bylaw;
 - ab) access improvements for any lots fronting on the chicane on Ulverston Avenue;
 - ac) road dimensions, turning radii and on-street parking conditions sufficient to ensure access for emergency vehicles;
 - ad) construction of frontage improvements along Ulverston Avenue, including boulevards with trees;
 - ae) a temporary turnaround at the end of Carlisle Lane, until the permanent turnaround is established with Phase 3;

- 7) Prior to substantial completion of Phase 1, and prior to subdivision of the Lands other than for Phase 1, the Developer covenants and agrees to provide the following:
 - aa) Detailed Stormwater Management Plan for all Lands;
 - ab) Stormwater Improvements necessary for Phase 1
 - ac) detailed engineering as-built drawings signed and sealed by a professional engineer showing all Stormwater Improvements, and in particular the detention pond and outlet;
 - ad) comprehensive maintenance manual and schedule for annual maintenance and operation of all portions of the Stormwater Improvements located on parkland or other Village land;
 - ae) cost estimate for annual maintenance and operation of all portions of the Stormwater Improvements located on parkland or other Village land;
 - af) security in an amount equivalent to 10 years of annual maintenance and operation of all portions of the Stormwater Improvements located on parkland or other Village land; and

all to the satisfaction of the Village's Chief Administrative Officer.
- ii) **"Phase 2"** means proposed Lots 9-12 and 21-33 inclusive, and
 - 1) road dedication and construction of the extension of Penrith Avenue to connect to Ulverston Avenue;
 - 2) Tree Management requirements for Phase 2;
 - 3) The following Highway Improvements:
 - aa) construction of frontage improvements along Penrith-Ulverston connector, including boulevards with trees,
 - 4) Stormwater Improvements required for Phase 2 in accordance with the Stormwater Management Plan;
 - 5) Construction and dedication (or SRWs) of any Park Trails within Phase 2;
- iii) **"Phase 3"** means proposed Lots 13-20, inclusive, and all remaining Amenities and Features, Improvements, works and services not completed as part of previous phases further to this Agreement.
- iv) **"Park Area"** means that portion of the Lands no less than 5% of the total Land area, shown in green on the Site Plan and labeled "Park";
- v) **"Preliminary Arborists Report"** means the report prepared by New Heritage Arborists Ltd. entitled "2882 Carlisle Lane" (undated).
- vi) **"Preliminary Stormwater Report"** means the report prepared by McElhanney Consulting Services Ltd. entitled "Stormwater Management Plan for Lot 1, DL 24, Nelson District, Plan 24314 Except part in Plan 31165 – Carlisle Lane" dated September 27, 2012 (File 2211-47203-0).

- vii) **“Preliminary Geotech Report”** means the report prepared by Lewkowich Engineering Associates Ltd., entitled “Project: 33 Lot Residential Development, 2882 Carlisle Lane, Cumberland B.C. – Subject: Geotechnical Site Assessment” and dated September 7, 2012 (File F0254.01).
- viii) **“Qualified Professional”** means:
 - aa) in respect of environmental or landscaping matters, including trees, a Registered Professional Biologist, Agrologist or Arborist in good standing, as appropriate to the context;
 - ab) in the case of other services to the Development, Highway Improvements, Stormwater Improvements, or building in light of the Preliminary Geotechnical Report, a member of the Association of Professional Engineers and Geoscientists in good standing with experience in the design and construction of local government services, including highways, as appropriate to the context.
- ix) **“Site Plan”** means the plan prepared by McElhanney Consulting Services Ltd. entitled “Phase Lot Layout Option 1” and dated September, 2012 a reduced copy of which is attached as Schedule “A” to this Agreement.
- x) **“Specified Zoning Bylaw Provisions”** means all those provisions of the Village of Cumberland Zoning Bylaw No. 717, 1997 that are applicable to the Lands and that are adopted pursuant to Section 903 of the *Local Government Act*.

1.3 The following Schedules are attached to and form part of this Agreement:

- Schedule “A” – Site Plan
- Schedule “B” – Section 219 Covenant
- Schedule “C” – Preliminary Arborists Report
- Schedule “D” – Preliminary Traffic Impact Study
- Schedule “E” – Preliminary Stormwater Report
- Schedule “F” – Preliminary Geotech Report

1.4 The following interpretation rules apply to this Agreement:

- a) Unless otherwise provided, the terms in this Agreement are interpreted in accordance with the Village’s Zoning Bylaw.
- b) The headings and captions are for convenience only and do not form a part of this Agreement and will not be used to interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions.
- c) The word "including" when following any general term or statement is not to be construed as limiting the general term or statement to the specific items or matters set forth or to similar terms or matters but rather as permitting it to refer to other items or matters that could reasonably fall within its scope.
- d) A reference to currency means Canadian currency.
- e) A reference to a statute includes every regulation made pursuant thereto, all amendments to the statute or to any such regulation in force from time to time,

and any statute or regulation that supplements or supersedes such statute or any such regulation.

- f) A reference to time or date is to the local time or date in Cumberland, British Columbia.
- g) Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.
- h) A reference to approval, authorization, consent, designation, waiver or notice means written approval, authorization, consent, designation, waiver or notice.
- i) A reference to a section means a Section of this Agreement, unless a specific reference is provided to a statute.

- 1.5 This Agreement is construed in accordance with and governed by the laws applicable in the Province of British Columbia.

2.0 CONDITIONS PRECEDENT

- 2.1 The obligations of the parties under this Agreement are subject to the Village, in its sole and unfettered discretion, adopting both the OCP Amendment Bylaw and the Zoning Amendment Bylaw.
- 2.2 The parties agree the obligations of the Village in this Agreement are subject to the Developer registering and keeping registered (in priority to all financial encumbrances) the S.219 Covenant, in the form attached as Schedule "B" to this Agreement. The Developer must execute it prior to the adoption of the Zoning Amendment Bylaw and the OCP Amendment Bylaw, and must promptly register it against title to the Lands pursuant to Section 219 of the *Land Title Act* immediately upon adoption of the Zoning Amendment Bylaw and the OCP Amendment Bylaw.

3.0 SPECIFIED ZONING BYLAW PROVISIONS

- 3.1 For the Term of this Agreement, any amendment or repeal of the Specified Zoning Bylaw Provisions does not apply to the Land, subject to:
- a) the express limits set out at Section 905.1 of the *Local Government Act*;
 - b) the termination of this Agreement under Section 4; and
 - c) changes that the Developer agrees to, in writing, apply.
- 3.2 For certainty, the parties agree that this Agreement is limited to zoning considerations and is not intended to restrict or otherwise apply to:
- a) the application of Village Bylaws (current or future) relating to subdivision servicing standards; or
 - b) the authority of the Approving Officer in relation to the proposed or other subdivision of the Lands, except that the Developer covenants and agrees that Lands are not to be subdivided for more than 33 lots generally in accordance with

the Site Plan, and no lot created or building constructed will be further subdivided, including under the *Strata Property Act*.

4.0 TERM AND TERMINATION

- 4.1 The term of this Agreement is ten (10) years from the date of this Agreement.
- 4.2 The parties may terminate this Agreement at any time by written agreement.
- 4.3 If the Developer does not comply with any of the provisions of this Agreement, as determined in the Village's sole and unfettered discretion, the Village may at its option terminate this Agreement before the expiry of the Term by providing notice in writing to the Developer, provided that:
- a) in the case of a failure on the Developer's part to pay a sum of money or to provide security for an obligation, the Village has, at least ten (10) days prior to giving such notice, advised the Developer in writing of the alleged failure to pay or to provide the security (the "Default Notice") and the Developer has not corrected the failure to the reasonable satisfaction of the Village within that ten (10) day period;
 - b) in the case of any other failure on the Developer's part to comply with the provisions of this Agreement, the Village has, at least sixty (60) days prior to giving such notice, provided the Developer with a Default Notice in respect of such failure, and the Developer has not corrected the failure or deficiency in performance to the reasonable satisfaction of the Village, within that sixty (60) day period; or
 - c) if a failure or deficiency requires longer than sixty (60) days to remedy, the Developer has failed to substantially commence remedying such failure or deficiency within sixty (60) days after receipt of the Default Notice to the reasonable satisfaction of the Village and further has failed to diligently pursue remedying the failure or deficiency thereafter.
- 4.4 If the Developer does not register plan(s) of subdivision that complete the proposed 33 lot subdivision, and provide all the Amenities and Features, by 10 years less sixty (60) days from the date of this Agreement, the Developer shall be considered in breach of this Agreement, and the breach provisions of the S.219 Covenant shall apply, without further notice from the Village or formal termination in accordance with this section, and this breach and the S.219 Covenant shall survive the termination of this Agreement.

5.0 DEVELOPMENT AND DEVELOPMENT PHASING

- 5.1 The Developer covenants and agrees that it must not develop, build upon or use the Lands, disturb the surface of the Lands, cut or damage vegetation on the Lands or subdivide the Lands except in accordance with the terms of this Agreement.
- 5.2 The Developer covenants to subdivide, develop and construct the Development in the Phases shown in the Site Plan, such that:
- a) Phase 1 is substantially completed before the commencement of Phase 2;

- b) Phase 2 is substantially completed before the commencement of Phase 3; and
- c) Phase 3 (and, for certainty, the entirety of the Development) is substantially completed on or before the expiry of the Term.

Notwithstanding the phasing noted, upon mutual agreement by the Approving Officer and the Developer, Phase 3 may proceed in advance of Phase 2, provided all the Amenities and Features required as a condition of Phase 2 are concurrently provided.

- 5.3 For the purpose of this Agreement, "substantially completed" or "substantial completion" means that the Developer has completed and fulfilled all of the Developer's obligations with respect to:
 - a) subdivision,
 - b) servicing (on-site and off-site),
 - c) the provision of Amenities and Features, and
 - d) all to the satisfaction of the Village.
- 5.4 The Lands must not be subdivided for more than 33 lots and no lot created or building constructed may be further subdivided, including under the *Strata Property Act*. For greater certainty, the Developer acknowledges and agrees that:
 - a) Buildings are not permitted to be stratified;
 - b) Secondary Suites and the main portion of a Single Family Dwellings must remain under the same ownership;
 - c) Carriage Houses, where permissible, and the Single family Dwelling (with or without secondary suite), must remain under the same ownership;
 - d) All suites and units are intended to function in a landlord tenant relationship, where not occupied by members of the same family.
- 5.5 Except as expressly provided in this Agreement, nothing in this Agreement relieves the Developer from any obligation or requirement arising under any applicable statute, bylaw or regulation in respect of the subdivision and development of the Lands, and without limiting the generality of the forgoing:
 - a) the Developer remains fully responsible to ensure that the development of the Lands is in full compliance with all requirements of the bylaws of the Village respecting land development, zoning, subdivision and building construction;
 - b) in respect of any subdivision, the Developer must obtain the approval of the Approving Officer, and must comply with all applicable enactments and bylaws in connection with that subdivision.
- 5.6 The parties acknowledge that the Approving Officer is an independent statutory officer, and that nothing in this Agreement prejudices or affects the duties and powers of the Approving Officer in respect of any application to subdivide the Lands.

- 5.7 All utilities, sidewalks, highways and any infrastructure improvements must be constructed in accordance with Village Bylaws, the Master Municipal Construction Documents (“MMCD”) Standards or such other Village standards, as determined by the Village's CAO in his/her sole discretion, acting reasonably. No private utilities providing servicing infrastructure may be located on those portions of the Lands to be dedicated as road, park or otherwise transferred to the Village; such public lands are only to contain the usual public infrastructure.

6.0 AMENITY & FEATURE #1 – FINANCIAL CONTRIBUTION

- 6.1 The Developer covenants and agrees that immediately following the adoption of the OCP Amendment Bylaw and the Zoning Amendment Bylaw, it must provide the Financial Contribution of EIGHTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$82,500) to the Village's Reserve Fund, in accordance with this Section (the “**Funds**”).
- 6.2 Prior to the consideration of adoption of the OCP Amendment Bylaw, the Zoning Amendment Bylaw and the PDA Bylaw, the Developer will either:
- a) Deposit the Funds with the Village, on the understanding that the Funds will be returned if the bylaws are not adopted before December 31, 2013;
 - b) Provide the Village with a certified cheque or money order for the Funds to the reasonable satisfaction of the Village, to be deposited upon adoption of the bylaws; or
 - c) Deposit the Funds in trust with the Developer's Solicitor, and provide the Developer's Solicitor irrevocable instructions to provide undertakings to the Village's Solicitor that the Funds will be released to the Village forthwith upon (and no later than 5 days following) adoption of the bylaws.
- 6.3 The parties agree the funds are intended for use by the Village for playground upgrades in the Village Park, and such other recreation matters as determined in its sole discretion.

7.0 AMENITY & FEATURE #2 – PARK AREA

- 7.1 The Lands shall not be subdivided, built upon or used for any use unless the Park Area of the Lands is concurrently dedicated as park on a registered plan of subdivision or concurrently transferred, unencumbered, to the Village by the Developer.
- 7.2 The Developer agrees that such dedication or transfer to be at the Village's option in its sole discretion and to be at no cost to the Village.
- 7.3 The Park Area may include the stormwater detention pond designed as a natural feature, on the condition that any such area of the pond or related infrastructure does not count towards the minimum area required for the Park Area.

- 7.4 The Park Area must be counted towards the 5% park dedication requirement under section 941 of the *Local Government Act*, and any additional areas are to be considered an additional common area trail amenity under Section 8.0 of this Agreement, and may be provided either by dedication, transfer or solely by way of statutory right of way. The parties acknowledge and agree there is no intended non-compliance with section 905(4.1) of the *Local Government Act*.

8.0 AMENITY & FEATURE #3 – TRAILS

- 8.1 The Developer covenants and agrees that Lands may not be subdivided, built upon or used except in accordance with the provision, at its sole cost, of the Trails required under this Section.
- 8.2 The Developer must provide the trails and trail improvements on the Lands and on adjacent Village lands, including highways, in accordance with the remainder of this Agreement:
- a) Ulverston-Penrith Connector
 - b) Carlisle Lane – Dunsmuir Connector:
 - c) All trails constructions with compacted crushed gravel to create permeable, easily travelled surfaces through greenways and parks, and other customary Village standards,
- (collectively the "**Trails**"),
- the precise details, location, phasing and specifications of which to be agreed upon between the Developer and the Village's Chief Administrative Officer and failing agreement then as directed by the Village's Chief Administrative Officer acting reasonably on consideration of the additional reports and plans required under this Section.
- 8.3 Prior to substantial completion for any Phase for which Trails are required, the Developer must provide the following:
- a) detailed engineering design drawings signed and sealed by a professional engineer showing all Trails for that Phase; and
 - b) a cost estimate for the Trails required under this Section, certified by a professional engineer; and
- all to the satisfaction of the Village's Chief Administrative Officer.
- 8.4 Prior to issuance of a Building Permit for any building or work on any Phase for which Trails are required, the Developer must provide security in the form and amount required by the Village's Chief Administrative Officer, acting in accordance with the Village's customary practices.
- 8.5 The Developer covenants and agrees to complete all the required Trails for each Phase to the satisfaction of the Village's Chief Administrative Officer, prior to issuance of an occupancy permit for any building on that Phase.
- 8.6 For any Trails not located on lands dedicated as park or otherwise transferred to the Village, the Developer must provide, prior to or concurrent with a Phase that

includes such trail, a Statutory Right of Way under section 218 of the *Land Title Act*, to the benefit of and in a form acceptable to the Village (as determined in its sole discretion), providing perpetual public access and use for non-commercial recreational purposes.

9.0 AMENITY & FEATURE #4 – TREE MANAGEMENT

9.1 The Developer covenants and agrees that Lands may not be subdivided, built upon or used except in accordance with the provision, at its sole cost, of the Tree Management matters required under this Section.

9.2 Acknowledging that the Village is concerned about the natural environment within its community, and in consideration of the Preliminary Arborist's Report, the Developer must, prior to subdivision of the Lands, including to create Phase 1 lots:

- a) commission an environmental review by a Qualified Professional and further Tree Management Plan for the Lands, including in accordance with the following:
 - i) the Preliminary Arborist's Report,
 - ii) preparation of a vegetative management and maintenance plan that includes identification of healthy trees, trees to be protected, relocation of nursery stock to stormwater detention pond area, and removal of invasive species and plantings with native vegetation,
 - iii) preparation of a detailed landscape plan, including boulevard trees,
 - iv) detail the costs of landscaping matters, including labour and materials,
 - v) certification from a Qualified Professional that that the proposed tree removal, retention and above management will not create adverse impacts such as flooding, erosion, contamination of a watercourse or harm to habitat; and
- b) provide a copy of the report and plans required under this Section to the Village, whom the Developer agrees shall have the opportunity (but not the obligation) to review and provide comments within thirty (30) days, and
- c) revise the report and plans, as necessary to incorporate any reasonable comments and requirements identified by the Village,

the precise details, location, phasing and specifications of which to be agreed upon between the Developer and the Village's Chief Administrative Officer and failing agreement then as directed by the Village's Chief Administrative Officer acting reasonably on consideration of the additional reports and plans required under this Section.

9.3 Prior to issuance of a Building Permit for any building or work on any Phase for which Tree Management matters are required, the Developer must provide security in the form and amount required by the Village's Chief Administrative Officer, acting in accordance with the Village's customary practices.

- 9.4 The Developer covenants and agrees to complete all the required Tree Management matters for each Phase to the satisfaction of the Village's Chief Administrative Officer, prior to issuance of an occupancy permit for any building on that Phase.

10.0 AMENITY & FEATURE #5 – HIGHWAY IMPROVEMENTS

- 10.1 The Developer covenants and agrees that Lands may not be subdivided, built upon or used except in accordance with the provision, at its sole cost, of the Highway Improvements required under this Section.
- 10.2 The Developer acknowledges that the Lands require streetscape, highway, intersection and traffic improvements before subdivision and development, including as identified in the Preliminary Traffic Impact Study, and therefore, prior to subdivision of the Lands, including to create Phase 1 lots, the Developer must, at its sole cost:
- a) commission a highway servicing and traffic impact assessment of the Lands, in light of maximum use and density contemplated by the Zoning Amendment Bylaw (including consideration of recreational vehicles and boats), prepared by a Qualified Professional to determine the on-and-off-site streetscape, highway, intersection and traffic improvements, including but not limited to:
 - i) on and off-street parking provisions,
 - ii) details of the intersection improvements at Dunsmuir Avenue and Carlisle Lane,
 - iii) access options and details of improvements for any lots fronting on the chicane on Ulverston Avenue;
- 10.3 The Developer must provide the following on and off-site streetscape highway, intersection and traffic improvements:
- a) intersection improvements at Royston Road and Carlisle Lane,
 - b) A onetime cash contribution of \$15,000 for chip Seal paving of the graveled portion of Ulverston Avenue to Royston Road,
 - c) access improvements for any lots fronting on the chicane on Ulverston Avenue,
 - d) other improvements and dedications necessary to make the Development Area suitable for subdivision and development,
- (collectively the “**Highway Improvements**”, as further defined),
- the precise details, location, phasing and specifications of which to be agreed upon between the Developer and the Village's Chief Administrative Officer and failing agreement then as directed by the Village's Chief Administrative Officer acting reasonably on consideration of the additional reports and plans required under this Section.
- 10.4 Prior to issuance of a Building Permit for any building or work on any Phase for which Trails are required, the Developer must provide security in the form and amount required by the Village's Chief Administrative Officer, acting in accordance with the Village's customary practices.

- 10.5 The Developer covenants and agrees to complete all the required Highway improvements for each Phase to the satisfaction of the Village's Chief Administrative Officer, prior to issuance of an occupancy permit for any building on that Phase.
- 10.6 For certainty, the provisions of this Section do not preclude possible requirements for dedication and construction of additional public roads, or additions to or upgrading of existing roads, as imposed by the Approving Officer, the determination for which can only be made on consideration of a formal subdivision application.

11.0 AMENITY & FEATURE 6 – STORMWATER IMPROVEMENT

- 11.1 The Developer covenants and agrees that Lands may not be subdivided, built upon or used except in accordance with the provision, at its sole cost, of the Stormwater Improvements required under this Section.
- 11.2 The Village's OCP promotes the use of green infrastructure and innovation in developing properties through stormwater management tools such as rain gardens, infiltration trenches, increased topsoil depths and so on, to increase the infiltration of the water to the ground at source. "Zero Net Impact" on existing natural drainage systems is an important objective.
- 11.3 The Developer proposes to utilize the practice of "Net Zero Impact" for stormwater and therefore the Owner covenants and agrees to:
- a) determine and provide to the Village, to the CAO's reasonable satisfaction, the pre-development level of storm water drainage flows off the Lands, including without limiting the foregoing, into ditches and onto adjacent property and roadways, prior to or concurrent with the subdivision to create Phase 1 lots;
 - b) update such determination at each further Phase prior to the subdivision to create the further lots associated with each Phase;
 - c) at no time permit the stormwater drainage flows off the Lands to exceed pre-development flow levels up to, and including the return period defined as the mean annual rainfall (base determined in SWMP); and
 - d) determine and provide an assessment of flow levels on demand from the Village's CAO, acting reasonably, following commencement of the Development.
- 11.4 The Developer acknowledges these objectives and that the Lands require stormwater management and drainage improvements before subdivision and development, including as identified in the Preliminary Stormwater Report, and therefore, prior to subdivision of the Lands, including to create Phase 1 lots, the Developer must, at its sole cost:
- a) commission a detailed Stormwater Management Plan of the Lands, in light of the above objectives and maximum use and density contemplated by the Zoning Amendment Bylaw, prepared by a Qualified Professional to determine the on-and-off-site stormwater management improvements, including consideration of wet seasonal conditions;

- b) prepare and provide a detailed engineering and design plan for all Stormwater Improvements;
- c) provide a copy of the report and plans required under this Section to the Village, whom the Developer agrees shall have the opportunity (but not the obligation) to review and provide comments within thirty (30) days, and
- d) revise the report and plans, as necessary to incorporate any reasonable comments and requirements identified by the Village.
- e) provide improvements necessary to make the Development Area suitable for subdivision and development, and
- f) if necessary, statutory rights of ways and plans to the Village, registered in the form to the reasonable satisfaction of the Village

(collectively the "Stormwater Improvements", as further defined),

the precise details, location, phasing and specifications of which to be agreed upon between the Developer and the Village's Chief Administrative Officer and failing agreement then as directed by the Village's Chief Administrative Officer acting reasonably on consideration of the additional reports and plans required under this Section.

- 11.5 For greater certainty, acknowledging that the precise location of the Stormwater Improvements to be located on and through the Lands has yet to be specifically determined and surveyed, the Developer covenants and agrees that it will conduct surveys and provide the Village with the necessary Statutory Rights of Way pursuant to Section 218 of the *Land Title Act*, in the Village's customary form and to the reasonable satisfaction of the Village's CAO, and including ancillary access over the remainder of those parcels if necessary, as determined in the Village's sole discretion. The Developer is solely responsible for the cost of surveying, preparing and registering all statutory rights of way and right of way plans.
- 11.6 Prior to substantial completion for any Phase for which Stormwater Improvements are required, the Developer must provide the following:
 - a) Detailed engineering design drawings signed and sealed by a professional engineer showing all stormwater improvements, for that Phase,
 - b) A cost estimate for the works required under this region, certified by a professional engineer; and
 - c) A site servicing plan for that Phase;
 all to the satisfaction of the Village's Chief Administrative Officer.
- 11.7 Prior to issuance of a Building Permit for any building or work on any Phase for which Trails are required, the Developer must provide security in the form and amount required by the Village's Chief Administrative Officer, acting in accordance with the Village's customary practices.
- 11.8 The Developer covenants and agrees to complete all the required Highway improvements for each Phase to the satisfaction of the Village's Chief Administrative Officer, prior to issuance of an occupancy permit for any building on that Phase.

- 11.9 For certainty, the provisions of this Section do not preclude possible requirements for additional improvements as imposed by the Approving Officer, the determination for which can only be made on consideration of a formal subdivision application.

12.0 AMENITY & FEATURE #7 – DESIGN GUIDELINES

- 12.1 The Developer covenants and agrees that the Lands must not be built upon except in accordance with the Design Guidelines, such covenant an Amenity and Feature under this Agreement whether or not such guidelines are strictly enforceable under the development permit authority of s.919.1 and 920 of the *Local Government Act*.

13.0 GEOTECHNICAL CONSIDERATIONS

- 13.1 The Village is in an area of known mine workings and has other geotechnical considerations. The Developer has provided a Preliminary Geotechnical Report which identifies conditions to be implemented if the Land is to be considered safe for the intended use of thirty-three (33) single family residential lots. It is not clear whether the report considered that these lots may also have secondary suites and some may have carriage houses.
- 13.2 The investigations for the Preliminary Geotechnical Report were undertaken in August, 2012 and therefore do not reflect wet seasonal conditions. The Developer covenants and agrees to undertake further investigations during the wet season to establish realistic water table conditions, consider such in further recommendations, including Stormwater Improvements, and provide such supplementary information forthwith
- 13.3 The Developer covenants and agrees to provide a more detailed report to the Approving Officer in accordance with customary subdivision requirements under section 86 of the *Land Title Act*.
- 13.4 The parties agree that this Agreement does not preclude, nor obligate, the Village from using its statutory powers under section 56 of the *Community Charter* at the time of application for building permit.

14.0 INDEMNITY AND RELEASE

- 14.1 The Developer covenants and agrees to indemnify and keep indemnified the Village from any and all claims, causes of action, suits, demands, fines, penalties, costs, deprivation, expenses or legal fees whatsoever, whether based in law or equity, whether known or unknown, which anyone has or may have against the Village or which the Village incurs as a result of any loss, damage or injury, including economic loss or deprivation, arising out of or connected with this Agreement, including:
- a) the restrictions and requirements of this Agreement,
 - b) any breach by the Developer of any covenant in this Agreement, or
 - c) death, bodily injury, damage to or loss of any property or other incident or occurrence during the provision or construction of the Amenities and Features and the Development.

- 14.2 The Developer hereby releases, saves harmless and forever discharges the Village or its representatives of and from any claims, causes of action, suits, demands, fines, penalties, costs, deprivation, expenses or legal fees whatsoever which the Developer can or may have against the Village, whether based in law or equity, whether known or unknown, for any loss, damage or injury, including economic loss or deprivation, that the Developer may sustain or suffer arising out of or connected with this Agreement, including the restrictions and requirements of this Agreement, the provisions of the Amenities and Features and the development of the Lands as contemplated under this Agreement, or any breach by the Developer of any covenant in this Agreement.
- 14.3 For greater certainty, the Developer acknowledges and agrees to be responsible for the Village's legal fees (on a solicitor-client basis) for the preparation and subsequent interpretation of this Agreement during the Term of this Agreement, including but not limited to requests for extensions, minor amendments or other amendments, in relation to portions of the Lands held by the Developer.
- 14.4 The indemnity and release provisions of this Section survive the expiry or termination of this Agreement.

15.0 NO RECOVERY OF AMENITIES OR FEATURES

- 15.1 The Developer covenants and agrees that expiry of the Agreement and any termination in accordance with Section 4.0 or otherwise, does not entitle the Developer to recover any portion of the Amenities and Features provided prior to termination, or to seek restitution in relation thereto or in relation to any other obligation of the Developer as performed prior to such termination (and the Developer specifically agrees that the Specified Zoning Bylaw Provisions of this Agreement for the period prior to expiry or termination provides sufficient consideration for the Amenities and Features) and the release and indemnity provisions under Section 14.0 apply in this regard.
- 15.2 The Developer covenants and agrees it will not commence or advance a legal proceeding of any kind to seek to quash, set aside, hold invalid this Agreement, or the OCP Amendment Bylaw, or the Zoning Amendment Bylaw, or to recover any portion of the Amenities and Features provided under this Agreement, or seek restitution in relation to any of the Amenities and Features provided under this Agreement, and if the Developer does any of the foregoing, the Village may provide this Agreement to the Court as a full and complete answer.

16.0 DEVELOPMENT OF LAND FOLLOWING TERMINATION

- 16.1 Following termination of this Agreement, development of the Land is governed by the Section 219 Covenant attached as Schedule "B", subject however to more restrictive provisions in the Village's Zoning Bylaw.
- 16.2 Nothing in this Agreement is intended to provide any non-conforming use protection that may arise in connection with the subdivision and development of the Lands, including with respect to the doctrine of "commitment to use", if the Village terminates this Agreement under Section 4.0. If the Developer breaches this

Agreement, and it is terminated, the Developer agrees such is unequivocal evidence that it has abandoned its commitment to any intended use other than one single family residence (with no secondary suites or carriage houses) for the entirety of the Lands prior to termination, and the doctrine of "commitment to use" will no longer apply. The Village agrees that any lot transferred, constructed upon and occupied prior to Notice of Termination may also continue with one single family residence per lot on satisfaction of the Amenities and Features that pertain to that lot.

- 16.3 The provisions of this Section survive the expiry or termination of this Agreement.

17.0 ASSIGNMENT

- 17.1 The Developer covenants and agrees that:

- a) if Phase 2 is subdivided to create lots prior to the substantial completion of Phase 1, those Phase 2 lots must not be sold or otherwise transferred separately;
- b) if Phase 3 is subdivided to create lots prior to the substantial completion of Phase 1 and Phase 2, those Phase 3 lots must not be sold or otherwise transferred separately;

all except without the written consent of the Village.

- 17.2 Except as provided in this Section, the Developer may only assign this Agreement if:

- a) the Village consents in writing to the assignment; and
- b) the proposed assignee has executed and delivered to the Village a notice of assumption accepting all remaining obligations, and if required by the Village, entered into as Assignment/Assumption Agreement (which may include further agreements concerning the performance of the obligations).

- 17.3 To the extent that it may lawfully do so under the provisions of the *Local Government Act*, the Village agrees that its consent to an assignment will not be withheld unreasonably.

- 17.4 The parties agree that, in the limited circumstances where all Amenities and Features have been provided in respect of a lot created by subdivision, and the Developer sells that lot for occupancy by the new purchaser owner, and the new purchaser owner occupies a building on the lot (or, where no building has yet obtained an occupancy certificate, obtains the necessary permits and advances the construction on the lot within 6 months), this Agreement may be assigned without a written Assignment/ Assumption Agreement on the basis that the new purchaser owner has accepted the provisions of this Agreement in relation to the lot purchased.

18.0 MINOR AMENDMENTS

- 18.1 The parties may in writing agree to minor amendments to this Agreement, and for that purpose "Minor Amendment" means any amendments made to this Agreement which do not fall within the list of amendments under section 905.4(3) of the *Local Government Act*.

- 18.2 No amendment to this Agreement is effective unless it is made in writing and is duly executed by all parties.

19.0 DISPUTE RESOLUTION & REMEDIES

- 19.1 If a dispute arises between the parties in connection with this Agreement, the parties agree to use the following procedure as a condition precedent to any party pursuing other available remedies:
- a) either party may notify the other by written notice ("Notice of Dispute") of the existence of a dispute;
 - b) a meeting will be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute;
 - c) If, within seven (7) days after such meeting or such further period as is agreeable to the parties (the "Negotiation Period"), the parties have not succeeded in negotiating a resolution of the dispute, the parties are entitled to pursue any other remedies available at law.
- 19.2 The Developer covenants and agrees that the Park and Trail Areas are uniquely located and if the Developer fails to dedicate or transfer such lands to the Village in accordance with this Agreement, the Developer agrees the Village is entitled to an order for specific performance instead of or in addition to damages.
- 19.3 The Developer acknowledges that the Village may, despite any public law limitations on the withholding of development permits, building permits and occupancy permits, withhold development permits, building permits and occupancy permits for the purpose of ensuring compliance with and administering the terms of this Agreement.
- 19.4 Except as expressly set out in this Agreement, nothing in this Agreement prejudices or affects the rights and powers of the Village in the exercise of its powers, duties or functions under the *Community Charter* or the *Local Government Act* or any of its bylaws, all of which may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered to the Developer, subject only to Section 905.1 of the *Local Government Act*
- 19.5 For certainty, the provisions of this Section do not impede or affect the Village's authority to enforce its zoning and other regulatory bylaws.

20.0 NOTICE

- 20.1 Any notice permitted or required by this Agreement to be given to either party must be given to that party at the address set out above, or to any other address of which the party has given the other party notice in writing expressly for the purposes of this Agreement.

21.0 GENERAL

- 21.1 VILLAGE'S REPRESENTATIVE: Any opinion, decision, act or expression of satisfaction or acceptance of the Village provided for in this Agreement may be taken or made by the Chief Administrative Officer or his or her designate, unless expressly provided to be taken or made by another official of the Village.

- 21.2 CONFLICT: In the event of a conflict between the terms of this Agreement and the provisions of the Village Official Community Plan or Zoning Bylaw applicable to the Lands, the Official Community Plan or Zoning Bylaw will prevail, except insofar as Section 905.1(5) of the *Local Government Act* applies to a bylaw adopted after the date of execution of this Agreement by the Village.
- 21.3 TIME: Time is to be the essence of this Agreement, and will remain of the essence notwithstanding the extension of any dates.
- 21.4 BINDING EFFECT:
- a) This Agreement enures to the benefit of and is binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.
 - b) Subject to the terms of an assignment under Section 17.0, the Developer's obligations and rights under this agreement continue in effect notwithstanding any transfer of title to all or part of the Land.
- 21.5 WAIVER:
- a) No provision of this agreement is to be considered to have been waived by a party unless the party expresses the waiver in writing.
 - b) The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.
- 21.6 CUMULATIVE REMEDIES: No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.
- 21.7 RELATIONSHIP OF PARTIES:
- a) No provision of this Agreement may be construed to create a partnership or joint venture relationship, an employer-employee relationship, a landlord-tenant, or a principal-agent relationship.
 - b) The Developer is solely responsible for all costs and expenditures required to fulfill its obligations under this Agreement, whether those costs and expenses are specifically referred to in this Agreement.
- 21.8 ENTIRE AGREEMENT:
- a) This Agreement contains the entire agreement and understanding of the parties with respect to the matters contemplated by this Agreement and supersedes all prior and contemporaneous agreements between them with respect to such matters.
 - b) No representations, warranties or conditions, express or implied, oral or otherwise, have been made other than those expressed in this Agreement.

- 21.9 SURVIVAL: All representations and warranties set forth in this Agreement and all provisions of this Agreement, the full performance of which is not required prior to a termination of this Agreement, survives any such termination and be fully enforceable thereafter.
- 21.10 SEVERABILITY: Each article of this Agreement is severable. If any provision of this Agreement is held to be illegal or invalid by a Court of competent jurisdiction, the provision may be severed and the illegality or invalidity must not affect the validity of the remainder of this Agreement.
- 21.11 ACKNOWLEDGEMENT: The Developer acknowledges having read and fully understood all the terms and conditions of this agreement and confirm that this agreement has been entered voluntarily.
- 21.12 COUNTERPART: This Agreement may be executed in counterpart with the same effect as if both parties had signed the same document. Each counterpart is deemed to be an original. All counterparts are construed together and constitute one and the same Agreement.

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

VILLAGE OF CUMBERLAND

by its authorized signatories

Mayor

Chief Administrative Officer

)
)
)
)
)
)
)
)
)
)

THE DEVELOPER

by its authorized signatories

Name:

Name:

)
)
)
)
)
)
)
)
)
)

TERMS OF INSTRUMENT - PART 2

RECITALS:

- A. The Transferor is the registered owner in fee-simple of those lands with a current civic address of 2882 Carlisle Lane, more particularly described in Item #3 of Form C, in the Village of Cumberland in Province of British Columbia (the “**Lands**”).
- B. The Transferee is the Village of Cumberland (“**Transferee**” or “**Village**”).
- C. The Transferor intends to subdivide the Lands in three (3) Phases, and develop the Lands, in accordance with a Phased Development Agreement dated the ____ day of ____, 2013, (the “**Phased Development Agreement**”), a copy of which is attached as Schedule “1” to this Covenant.
- D. Section 219 of the *Land Title Act* gives authority for a covenant and indemnity, whether of a negative or positive nature, to be registered against the Lands and granted in favour of the Transferee with provisions:
- in respect of the use of land or the use of a building on or to be erected on land;
 - that land is to be built on in accordance with the covenant;
 - that land is not to be built on or subdivided except in accordance with the covenant;
 - that land is not to be used, built on or subdivided;
 - that parcels of land designated in the covenant and registered under one or more indefeasible titles are not to be sold or otherwise transferred separately; and
 - that land or a specified amenity in relation to it be protected, preserved, conserved, maintained, enhanced, restored or kept in its natural or existing state in accordance with the covenant and to the extent provided in the covenant.

NOW THEREFORE in consideration of the payment of the sum of \$10.00 by the Transferee to the Transferor (receipt and sufficiency acknowledged), the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the parties covenant and agree as to the following, including under Section 219 of the *Land Title Act*:

1. The terms used in this Covenant shall be interpreted in accordance with definitions provided, firstly, in the Schedule, and secondly, in the Village’s bylaws.

Restrictions and Requirements

2. The Lands must not be subdivided to create more than thirty-three (33) lots (including remainder), and those lots, or any building thereon, must not be further subdivided, either under the *Land Title Act (British Columbia)* or the *Strata Property Act (British Columbia)* or Regulations under those Acts or otherwise, without the express written consent of the Village (which consent may be withheld in the sole discretion of the Village).

Schedule B – Sec 219 Covenant

3. The Transferor covenants and agrees that:
 - (a) if Phase 2 is subdivided to create lots prior to the substantial completion of Phase 1, those Phase 2 lots must not be sold or otherwise transferred separately;
 - (b) if Phase 3 is subdivided to create lots prior to the substantial completion of Phase 1 and Phase 2, those Phase 3 lots must not be sold or otherwise transferred separately;all except without written consent of the Village.
4. The Transferor covenants with the Transferee that it will:
 - (a) not construct and cause to be constructed any building or structure on the Lands except in accordance with the Phased Development Agreement; and
 - (b) protect, preserve and conserve any natural amenities on the Lands in accordance with the Phased Development Agreement including but not limited to the Trees, and the obligation to dedicate or transfer to the Village the areas intended as park and trails.

Additional Restrictions and Requirements upon Breach

5. If the Transferor is in breach of an obligation under the Phased Development Agreement, or the Transferee terminates the Phased Development Agreement as a result of a breach of the Phased Development Agreement by the Transferor, the Transferor covenants and agrees that:
 - (a) it must not further subdivide the Lands, under the *Land Title Act (British Columbia)* or the *Strata Property Act (British Columbia)* or Regulations under those Acts without the consent of the Village (which consent may be withheld in the sole discretion of the Village);
 - (b) it must not construct any additional building or structure on the Lands except in accordance with this Covenant;
 - (c) if the Park and Trail Areas have not been dedicated or transferred to the Village in accordance with the Phased Development Agreement:
 - (i) it must not subdivide any portion of the Lands,
 - (ii) it must not use or build upon any portion of the Lands except for one single family residence (with no secondary suite or carriage house), and
 - (iii) it must not sell or otherwise transfer separately any parcel comprising part or all of the Lands that the owned by the same owner.
6. Despite the previous section, the Transferor may complete construction of any building:
 - (a) in respect of which the Transferor had poured footings prior to the date of breach or termination of the Phased Development Agreement by the Transferee, and
 - (b) that the Transferor had been diligently constructing at the date of breach or termination, as the case may be.

Schedule B – Sec 219 Covenant

Indemnity and Release

7. The Transferor covenants and agrees to indemnify and save harmless the Transferee from any and all claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees (on a solicitor-client basis) whatsoever, in law or equity, which anyone has or may have against the Transferee or which the Transferee incurs as a result of any loss, damage, deprivation, enrichment or injury, including economic loss, arising out of or connected with the restrictions or requirements of this Agreement, the breach of any covenant in this Agreement, or the use of the Lands contemplated under this Agreement.
8. The Transferor releases and forever discharges the Transferee of and from any claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees (on a solicitor-client basis) whatsoever, in law or equity, which the Transferor can or may have against the Transferee for any loss, damage, deprivation, enrichment or injury, including economic loss, arising out of or connected with the restrictions or requirements of this Agreement, the breach of any covenant in this Agreement, or the use of the Lands contemplated under this Agreement.

Registration

9. The restrictions and requirements in this Agreement are covenants running with the Lands in favour of the Transferee and intended to be perpetual, and continue to bind all of the Lands when subdivided.
10. At the Transferor's sole cost, the Transferor must do everything necessary to secure priority of registration and interest for this Agreement over all encumbrances of a financial nature.
11. The Transferor agrees to execute all other documents and provide all other assurances necessary to give effect to the covenants contained in this Agreement.
12. The Transferor, as a personal covenant between the parties, agrees to pay the legal fees and land title office costs of the Transferee in connection with the preparation and registration of this Agreement.

General

13. The Transferor covenants and agrees for itself, its heirs, executors, successors and assigns, that it will at all times perform and observe the requirements and restrictions set out in this Agreement.
14. It is mutually understood, acknowledged and agreed by the parties that the Transferee has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Transferor other than those contained in this Agreement.
15. Nothing contained or implied in this Agreement:
 - (a) prejudices or affects the rights, powers or discretion of the Transferee in the exercise of its functions under any public or private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if the Agreement had not been executed and delivered by the Transferor;

Schedule B – Sec 219 Covenant

- (b) imposes any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement or the breach of any provision in this Agreement; or
 - (c) imposes any public law duty, whether arising from the principles of procedural fairness or the rules of natural justice, on the Transferee with respect to its exercise of any right or remedy expressly provided in this Agreement or at law or in equity
- 16. The Transferor covenants and agrees that the Transferee may withhold development permits, building permits and other approvals related to the use, building or subdivision of land as necessary to ensure compliance with the covenants in this Agreement, and that the issuance of a permit or approval does not act as a representation or warranty by the Transferee that the covenants of this Agreement have been satisfied.
- 17. The Transferor covenants and agrees that:
 - (a) if the Transferee advises of a breach of this Agreement, as determined in its reasonable discretion, the Transferor must promptly remedy that breach at its sole cost;
 - (b) if the Transferor has not remedied the breach to the reasonable satisfaction of the Transferee within fifteen (15) days of notice or other time longer period specified by the Transferee, the Transferee may, but is under no obligation to, remove or rectify the breach at the expense of the Transferor without further notice; and
 - (c) any costs to the Transferee of such removal or rectification is a debt due from the Transferor to the Transferee together with interest at a rate of 3% per annum in excess of the Prime Lending Rate of the Royal Bank of Canada in effect from time to time, and:
 - (i) the Transferor must pay such costs and interest to the Transferee forthwith upon demand; and
 - (ii) failing payment, the Transferee may add such costs to property taxes for the Lands.
- 18. No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.
- 19. The waiver by a party of any breach of this Agreement or failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar, and no waiver is effective unless it is written and signed by both parties.
- 20. If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
- 21. This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

Schedule B – Sec 219 Covenant

Priority

22. _____ Incorporation No. _____ (the "**Chargeholder**") is the registered holder of a charge by way of MORTGAGE against the Lands, registered under No. _____ (the "**Charge**"), agrees with the Transferee, in consideration of the sum of Ten Dollars (\$10.00) paid by the Transferee to the Chargeholder (receipt and sufficiency acknowledged), that the Agreement must be an encumbrance upon the Lands in priority to the Charge in the same manner and to the same effect as if the Agreement had been dated and registered prior to the Charge.

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.



2882 Carlisle Lane

I believe I have looked over most of this property and there is so much regen and undergrowth it will be hard to tell what is salvageable until the regen is removed. Along with undergrowth the row of pines with pitch maggot and overcrowded row of spruce can also be removed. At that point it will be easier to tell if any of the old stock can be salvaged.

As far as large trees I have seen enough heavy blow down and snags on site. The Douglas fir have laminated root rot and there is Fomes anosus in the Grand fir. The cedar may be ok but Cumberland is notorious for a brown crumbly rot. When the ROWs are felled that can be checked out. For now though I will hope they can be retained around the water retention pond with perhaps some of the Sequoias added to fill in.

There was a interest in the 10 St. trees but only 10 of the 23 trees look OK at this time. Some may have suffered root loss during road construction but I also see several snags there so only smaller alternate species can be considered for possible long term trees on site.

My advice is in removal of all fir and their root systems. These trees are large and will literarily do tons of damage if they were to hit a house. For this reason I believe the trees should be felled in blocks not individual lots. Suggested blocks are

- 1) lots 1-2 and lots 26-33**
- 2) Lots 16-25**
- 3) Lots 13-15**

The Rows should be felled with the first block. Blocks can be felled singularly or combined.

Schedule C-Arborist's Report

**With careful falling some of the smaller trees may be able to be saved.
This can be addressed after the falling and stumps pulled has been
completed**

Yours truly



Charles Moore



DESIGN BRIEF

PREPARED BY: Joel Rabinovitz, P.Eng.
CHECKED BY: Bob Hudson, P.Eng.
TO: Village of Cumberland
DATE: September 27, 2012
FILE NO: 2211-47203-0
RE: TRAFFIC IMPACT STUDY FOR LOT 1, DL 24, NELSON DISTRICT, PLAN 24314, EXCEPT PART IN PLAN 31165 (CARLISLE LANE)

The following brief report presents trip generation estimates and analysis for the 33 lot RJ Construction residential development.

Background Volumes

Traffic counts for the area were conducted on July 31 (Ulverston Avenue / Dunsmuir Avenue) and August 1, 2012 (Ulverston Avenue / 10th Street) during the AM and PM peak periods. The peak hour was calculated at each intersection from the peak period counts.

Because of the modest size of this development, we have assumed construction will be completed by the end of Year 2013. To develop Year 2013 Background conditions (i.e. Opening Day), the existing counts were increased by 2%. Growth in the area has generally been around 2% per year.

A 10-year horizon was also developed. The Year 2023 Background volumes were calculated by taking the Year 2013 Background volumes and increasing them linearly by 2% per year for 10 years (a 20% increase over Year 2013 volumes).

Trip Generation

The proposed residential development consists of the following:

- 14 lots – single family home, second suite, carriage house (SFH_SS_CH)
- 19 lots – single family home, second suite (SFH_SS)

The Village of Cumberland has requested that the following unit rates be used to estimate the population of the development:

- SFH_SS_CH – 6 persons per unit
- SFH_SS – 4 persons per unit

To determine the number of trips per household, information for single-family detached housing (L.U. 210) provided in *Trip Generation, 8th Edition*, 2008, Institute of Transportation Engineers was utilized, as follows:

- Trips per person: AM – 0.21, PM – 0.28

Schedule D-Traffic Impact Study



McElhanney

The ratio of persons per unit for Village of Cumberland to ITE was multiplied by the number of units for each lot type to determine the total number of peak hour trips. The development is expected to generate 34 AM and 46 PM peak hour trips.

- Trips =

$$\text{Village of Cumberland rate (persons per unit)} \times \text{ITE Rate (trips per person)} \times \text{Number of units}$$

- AM: $6 \times 0.21 \times 14 + 4 \times 0.21 \times 19 = 34 \text{ trips}$

- PM: $6 \times 0.28 \times 14 + 4 \times 0.28 \times 19 = 45 \text{ trips}$

Trip Distribution

The following trip distribution was assumed:

- 80% to/from Courtenay and 20 % to/from the Village of Cumberland
- 65% to/from Royston Road to the east, 30% to/from Ulverston Avenue to the west, and 5% to/from Dunsmuir Avenue to the west

Intersection Analysis

Operations of roadway facilities are described in terms of Level of Service (LOS). LOS is a qualitative description of traffic flow based on factors such as speed, travel time, delay, and freedom to maneuver. Six service levels are defined ranging from LOS A, the best operating conditions, to LOS F, the worst operating conditions. LOS E corresponds to "at or near capacity" operations. When volumes exceed capacity, stop-and-go conditions result and operations are designated LOS F. The delay thresholds and corresponding LOS are presented in Table 1.

Table 1 Level of Service and Delay Criteria

LOS	Delay Criteria (sec/veh)	Description
	Unsignalized	
A	<10	Represents free flow. Individual users are virtually unaffected by others in the traffic stream.
B	>10 and <15	Stable flow, but the presence of other users in the traffic stream begins to be noticeable.
C	>15 and <25	Stable flow, but the operation of individual users becomes significantly affected by interactions with others in the traffic stream.
D	>25 and <35	Represents high-density, but stable flow.
E	>35 and <50	Represents operating conditions at or near the capacity level.
F	>50	Represents forced or breakdown flow.

Schedule D-Traffic Impact Study



An AM and PM peak hour analysis was performed at the Ulverston Avenue / Dunsmuir Avenue and Ulverston Avenue / 10th Street intersections for Year 2013 and Year 2023 Background conditions. The results of the analysis are shown in Table 2.

Table 2 Intersection Level of Service Results ¹

	Location	Year	Intersection	NB	SB	EB	WB
AM	Ulverston Avenue / Dunsmuir Avenue	2013	1 (A)	0.0 (A)	8.9 (A)	0.2 (A)	0.0 (A)
		2023	1 (A)	0.0 (A)	9.1 (A)	0.2 (A)	0.0 (A)
	Ulverston Avenue / 10 th Street	2013	7 (A)	7.0 (A)	7.1 (A)	7.1 (A)	6.4 (A)
		2023	7 (A)	7.0 (A)	7.1 (A)	7.2 (A)	6.4 (A)
PM	Ulverston Avenue / Dunsmuir Avenue	2013	1 (A)	0.0 (A)	9.7 (A)	0.1 (A)	0.0 (A)
		2023	1 (A)	0.0 (A)	10.0 (A)	0.1 (A)	0.0 (A)
	Ulverston Avenue / 10 th Street	2013	7 (A)	7.1 (A)	7.1 (A)	7.1 (A)	6.7 (A)
		2023	7 (A)	7.1 (A)	7.1 (A)	7.1 (A)	6.7 (A)

Notes:

1. 7.0 (A) – Delay per Vehicle (LOS)

As shown in Table 2, all intersections and approaches operate at LOS A.

The project would add less than 20 trips to any specific intersection movement, and the addition of the 34 AM peak hour and 45 PM peak hour trips to the roadway network would have little impact on roadway and intersection operation.

However, it should be noted that the project will add approximately 25 trips (two-way) to the unpaved section of Ulverston Avenue. This should be addressed with the Village of Cumberland to determine if this is acceptable.

Parking

A parking plan will be developed at the detailed design stage once the road cross section has been determined. Onsite parking requirements will be based on the road cross section and the designated land use, as well as any covenants or other parking restrictions. The applicant welcomes the opportunity to work with the Village to establish appropriate covenants, and provide the required (on street and private) parking to ensure road network functionality and emergency access are maintained.

Schedule E- Preliminary Stormwater Management Report



McElhanney

DESIGN BRIEF

PREPARED BY: Chris Durupt, EIT
CHECKED BY: Bob Hudson, P.Eng.
TO: Village of Cumberland
DATE: September 27, 2012
FILE NO: 2211-47203-0
RE: STORMWATER MANAGEMENT PLAN FOR LOT 1, DL 24,
NELSON DISTRICT, PLAN 24314, EXCEPT PART IN PLAN 31165
CARLISLE LANE

INTRODUCTION

This report is an update to McElhanney's April 25, 2012 Stormwater Management Plan (SMP) submitted with OCP and zoning bylaw amendment applications, prepared by McElhanney on behalf of R-J Construction Ltd. This update incorporates field saturated hydraulic conductivity as determined by Lewkowich Engineering Associates Ltd. in their Geotechnical Site Assessment report dated September 7, 2012, copy attached.

SITE DESCRIPTION

Post development site conditions have been modeled based on the attached lot plan. Field saturated hydraulic conductivity as determined by Lewkowich Engineering Associates ranges from 0.8 mm/hr to 59 mm/hr. Exfiltration galleries were only modeled for lots 13-25 which are located in the region of highest saturated hydraulic conductivity. Physical characteristics of the site are shown in Table 1:

Table 1: Physical Characteristics

Model Parameters	Pre Development	Post Development
Total Site Area	3.9 ha	3.9 ha
Average Grade	0.5%	0.5%
% Impervious	25%	65%
SCS Curve Number for Infiltration	65	61
Saturated Hydraulic Conductivity Area 4	56 mm/hr.	56 mm/hr.

PRE-DEVELOPMENT STORMWATER RUNOFF

To demonstrate the impact of development on rainwater runoff, hydrographs for pre and post-development scenarios, including the 24-hour MAR (Mean Annual Rainfall, 2mm/hr), 24-hour SCS Type 1A distribution (2 Year and 10 Year rainfall events), have been provided. These graphics are shown in figures 1, 2 and 3, respectively. The SCS Type 1A rainfall distribution was selected for this analysis as it most closely approximates rainfall patterns in the coastal areas of British Columbia.

Schedule E- Preliminary Stormwater Management Report



DESIGN CRITERIA

To mitigate the impact of development on downstream stormwater infrastructure, the on-site stormwater management system should be designed to mimic or decrease peak pre-development stormwater flows from the site (in terms of both intensity and total volume) up to a two year return rainfall event. Mitigation will be accomplished through the implementation of Low-Impact Development (LID) techniques, as described in the following section.

POST-DEVELOPMENT STORMWATER RUNOFF

A hydraulic model was developed using SWMM software to analyze site response to development. Simulations were completed for the 24-hour MAR (Mean Annual Rainfall, 2mm/hr) and 24-hour SCS Type 1A distribution (2 Year and 10 Year rainfall events). Post-development (unmitigated) and LID scenarios were considered. The results are as follows:

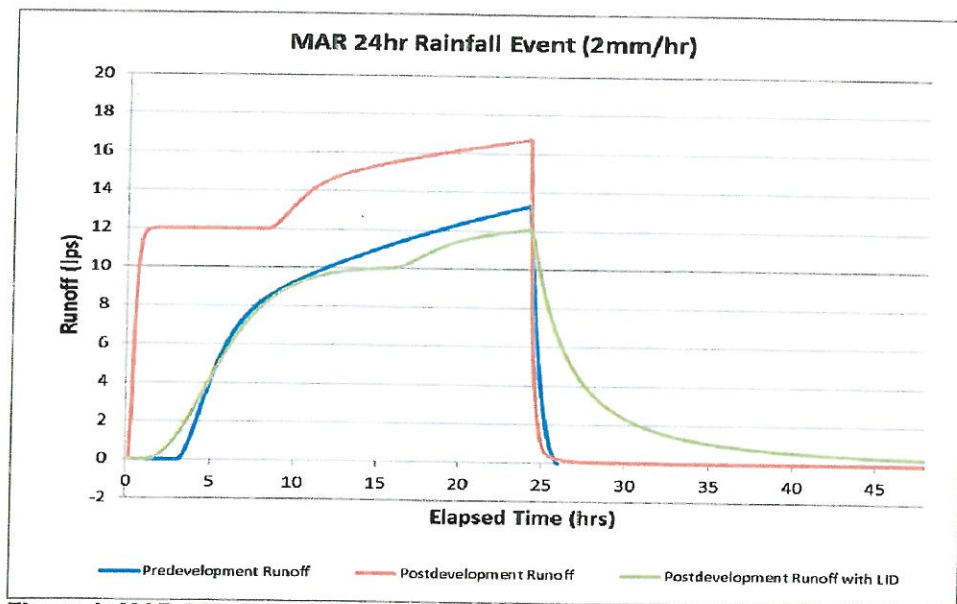


Figure 1: MAR 24hr Rainfall Event (2mm/hr)

Schedule E- Preliminary Stormwater Management Report

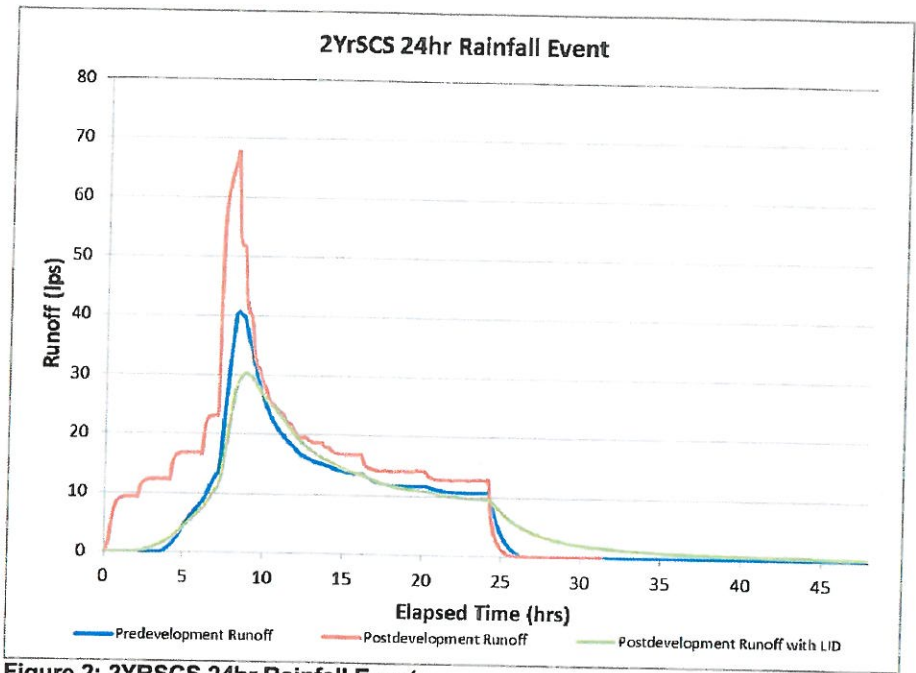


Figure 2: 2YRSCS 24hr Rainfall Event

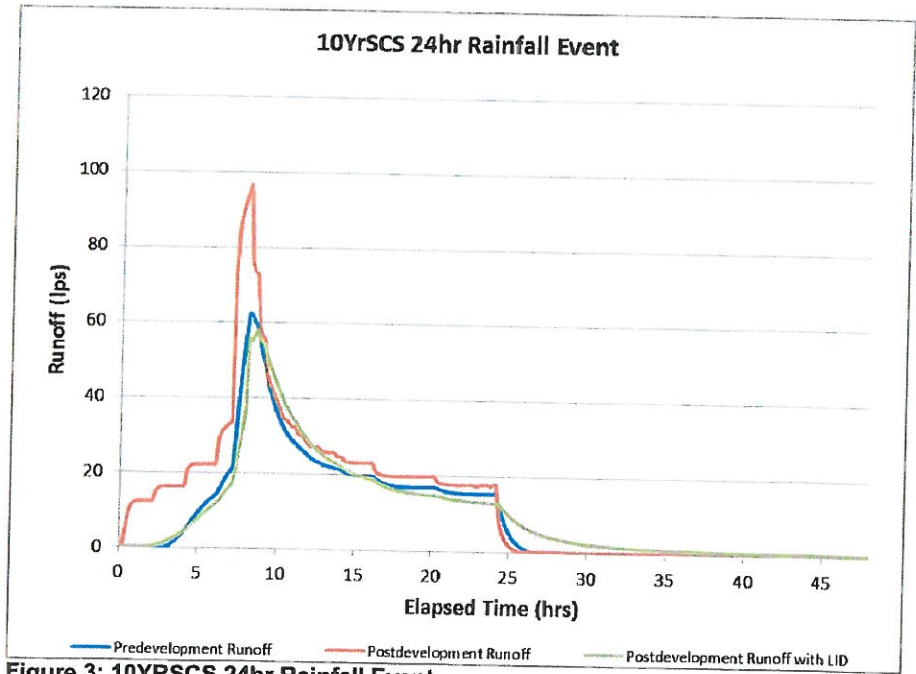


Figure 3: 10YRSCS 24hr Rainfall Event

Schedule E- Preliminary Stormwater Management Report



SITE DEVELOPMENT SWMP DESIGN ELEMENTS

To increase retention of stormwater, a 300mm depth of amended soil should be retained across the site or imported where necessary. In addition, roof leaders for lots 13-25 should be directed to underground exfiltration galleries to take advantage of the higher saturated hydraulic conductivity in this area. Exfiltration galleries from lots 21-25 will be less effective than those constructed on lots 13-25, based on in-situ soil conditions. These features will, however, allow for in-ground storage of runoff, as long as an overflow from each rock pit is provided to the on-site pond. Exfiltration galleries on lots 13-20 should be constructed with overflows to the existing ditch on Carlisle Lane. The remainder of the site's stormwater will be attenuated by the on-site pond. Note: the on-site pond may need to be reconfigured to provide the requisite storage volume.

Exfiltration galleries were modeled with a total effective storage volume of 60m³ for lots 13-20 and 30m³ for lots 21-25. A longevity factor of 0.75 was used in this analysis to account for plugging of pore spaces and degradation over time. The on-site pond was modeled with a total effective storage volume of 600m³ and controlled by a V-notch weir. To be conservative, evaporation and infiltration were not modeled for the on-site pond. The pond and exfiltration galleries will act as storage/detention facilities, and will benefit the site by reducing peak and overall runoff, while promoting ground water recharge.

Table 2: Runoff quantities

Distribution	Pre Development Runoff		Post Development Unmitigated		Post Development Runoff w/ LID	
	Total (m ³)	Peak (lps)	Total (m ³)	Peak (lps)	Total (m ³)	Peak (lps)
MAR	760	13	1230	17	810	12
2 Yr 24-hour Type 1A	1130	41	1670	68	1150	30
10 Yr 24-hour Type 1A	1680	62	2310	96	1720	58

As demonstrated in Table 2, peak flow rates and runoff volumes can be significantly reduced through the use of Low-Impact Development (LID) techniques. For each design storm considered, peak runoff rates are mitigated to pre-development levels while total runoff volumes are significantly reduced.

Rainfall events exceeding a 10-year return will be safely conveyed to the receiving system via overland grading and major flow paths within the existing road network.

CONCLUSION

We conclude that effective stormwater management can be provided for the development, based on the analysis herein.

Schedule F-Geotechnical Report



R-J Construction Ltd
2407 Tutor Drive
Comox, B.C.
V9M 0A7

File: F0254.01
September 7, 2012

ATTENTION: DALE QUERIN

**PROJECT: 33 LOT RESIDENTIAL DEVELOPMENT, 2882 CARLISLE LANE,
CUMBERLAND, B.C.**

**LEGAL DESCRIPTION: LOT 1, DISTRICT LOT 24, NELSON DISTRICT,
PLAN 24314, EXCEPT PART & PLAN 31165**

SUBJECT: GEOTECHNICAL SITE ASSESSMENT

Dear Mr. Querin,

1. INTRODUCTION

Lewkowich Engineering Associates Ltd. (LEA) was retained to conduct a geotechnical assessment of the above referenced property. This report provides a summary of our findings and recommendations.

2. BACKGROUND

- a. LEA understands that the proposed development includes 33 single family residential lots with associated civil works, and roads.
- b. LEA performed a test pitting investigation on August 23, 2012, which included a subsurface investigation to assess soil conditions and a visual assessment of the property. LEA also performed soil percolation testing on August 28, 2012.

3. ASSESSMENT OBJECTIVES

- a. Our assessment, as summarized within this report, is intended to meet the following objectives:
 - i. Determine whether the land is considered geotechnically safe and suitable for the use intended (defined for the purposes of this report as the construction of 33 single family residential lots with associated civil works, and roads), with the probability of a

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geotechnical failure resulting in property damage of less than 10 percent (10%) in 50 years, with the exception of geohazards due to a seismic event which are to be based on a 2 percent (2%) probability of exceedance in 50 years, provided the recommendations in this report are followed.

- ii. Identify any geotechnical deficiency that might impact the design and construction of the development, and prescribe the geotechnical works and any changes in the standards of the design and construction of the development that are required to ensure the land, buildings, and works and services are developed and maintained safely for the use intended.
- iii. Provide geotechnically related recommendations with regard to soil bearing capacities, seismic site class, water table depths, and soil percolation.
- iv. Acknowledge that the Approving and/or Building Inspection Officer may rely on this report when making a decision on applications for the development of the land.

4. ASSESSMENT METHODOLOGY

- a. A visual reconnaissance and test pitting investigation were conducted on August 23, 2012. Test pitting was performed with a rubber tracked John Deer 50D excavator provided by the Client.
- b. A total of fourteen test pits were excavated. Soil profiles were determined and soil samples were collected from each test pit. Test pit logs detailing the soil profiles are appended to this report along with a site plan showing the location of the pits.
- c. The site and relevant infrastructure in the vicinity were visually assessed and recorded.
- d. Percolation testing was performed on August 29, 2012, to provide design data for storm water management design. Most tests were performed at a depth of 0.6m below the existing surface grade and measured at 2 minute intervals.

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- e. A review of available mine abandonment records was carried out to determine if the property is within the area of influence of abandoned coal mining works.

5. SITE CONDITIONS

5.1. General

- a. The subject site is located in a residential suburb of east Cumberland. It is bound by Ulverston Avenue to the north, 10th Street to the west, and Carlisle Lane to the south at civic address 2882 on Carlisle Lane. The subject site is an irregular, rectangle shaped property with an approximate area of 3.93ha (9.71acres).
- b. Existing infrastructure on the property includes a single family residence on the north side of Carlisle lane, a partially demolished greenhouse, and a barn/work shed. An active gas line bisects the lot from Ulverston Avenue to the residence on Carlisle Lane. A concrete sanitary sewer pipe traverses the south east portion of the property. The exact location of this sewer has not been determined.
- c. The relief of the property is generally flat with slight localized variations in grade. Surface drainage appears to flow to the south east third of the site towards a wooded area with a small creek and pond. Several piles of imported fill material were found in the north east quarter of the property.
- d. The northern two thirds of the site are vegetated with grass and bounded by mature deciduous and coniferous trees. The south west quarter of the lot was vegetated with mature coniferous trees, and well established grass and bushes. The south east portion of the lot was forested with mature deciduous and coniferous trees, and thick under brush. The north east area of the property contained planted rows of cedar trees parallel to Ulverston Avenue.

5.2. Soil Conditions

- a. Several soil profiles were encountered during the test pitting investigation. The property has

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been roughly divided into 4 regions of similar soil conditions (see Figure 1 appended to this report). The boundaries of these regions are approximate at best but will suffice for descriptive purposes in this report.

- b. Region 1: Three test pits were excavated in this area (TP12-01, TP12-02, and TP12-013). The general soil profile from surface grade to refusal is described below.
 - i. Sand with some silt and gravel - This upper stratum consisted of dry, compact sand with some silt and gravel to depths of 0.4m. The soils were generally very dry.
 - ii. Silt - This light brown stratum consisted of very hard silt with some sand and traces of gravel. The thickness of this layer was not determined as the density of the soil precluded any deeper excavation.
- c. Region 2: Five test pits were excavated in this area (TP12-03, TP12-04, TP12-05, TP12-12 and TP12-14). This region may have been a fluvial landform that drained towards the south east. Thicknesses and depths of soil strata varied, however refusal depths were approximately 2m. Abandoned percolation pipe and garbage fill was encountered in TP12-12, and TP12-14. The general soil profile from surface grade to refusal is described below.
 - i. Sand - This upper stratum consisted of compact to dense sand and gravel fill.
 - ii. Sandy organics - This layer was soft and wet with inclusions of clay, gravel, and decayed wood debris.
 - iii. Silt - This grey-brown stratum consisted of very hard silt with some sand and traces of gravel. The silt was very blocky and presented with a network of fractures in some areas. Light to moderate seepage was observed in the fracture network of this soil. This material was found at depths ranging from 1.1m to 1.8m below the existing surface grade.
- d. Region 3: Three test pits were excavated in this area (TP12-06, TP12-07, and TP12-11). The general soil profile from surface grade to refusal is described below. Thicknesses and depth

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of soil stratum varied.

- i. Sand - This upper stratum consisted of loose to compact sand with some silt and organics, and traces of gravel.
 - ii. Sand with organics - This layer was generally compact to dense and contained traces of gravel and silt.
 - iii. Silty sand - This very dense layer varied in colour from light brown to grey. Soil samples were blocky and damp to moist. This stratum increased in density with depth.
- e. Region 4: Three test pits were excavated in this area (TP12-08, TP12-09, and TP12-10). The general soil profile from surface grade to refusal is described below.
- i. Sand - Several layers of compact to dense sand were observed with varying gradations and textures ranging from coarse to very fine. These strata were well defined and horizontally stratified, indicating alluvial origins.
 - ii. Silty sand- This stratum was composed of very dense, blocky sand with high silt content. The colour of this soil was generally grey with orange lenses. This soil unit increased in density with depth to the point of refusal.
- f. Details of the soil profile descriptions can be found in the attached test pit logs (TP12-01 to TP12-14).
- g. Moderate seepage was observed in the fractured silt basement strata in Region 2. No seepage was observed in other regions of the property. Groundwater flows are subject to seasonal variation and are likely to increase during the winter months and spring run-off.

5.3. Soil Infiltration Conditions

- a. Percolation rates measured in Region 1 were initially very low and increased slightly with soil saturation. The lots in this region (Lots 2-9, 29) would not be suitable for storm water

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infiltration systems.

- b. The percolation rates measured in Region 2 were low due to the density of the upper soil layers, and the silt content. Soil conditions within this region may not be conducive to suitable storm water infiltration.
- c. The percolation rates measured in Region 3 were also very low due to the silt content. Infiltration rates increased slightly following soil saturation but may not be sufficient for storm water infiltration facilities.
- d. The sandy soils in Region 4 were very well drained with relatively high percolation rates. Soil conditions in Lots 13 through 25 should be adequate for storm water infiltration facilities.
- e. Soil conditions may vary from what has been outlined in this report. Uniformly graded sand strata with low fines content that are encountered during construction should be suitable for storm water infiltration facilities. A summary of percolation rates measured in the field are outlined in the table below.

Region	Field Saturated Hydraulic Conductivity, K_s
1	67.2 mm/day
2	19.9 mm/day
3	907.1 mm/day
4	1360.2 mm/day

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5.4. Review of Available Mine Information

- a. We have reviewed the available mine abandonment plans titled '*Plan of Part of the Village of Cumberland and the Underground Working of Part of No.5 and No. 6 Mines That Exist Beneath*', prepared by Robert Williams, B.C.L.S. in 2003, '*Cumberland, Tsable River, and Lantzville Coal Fields Composite Plan*', compiled by Island Geotechnical Services Ltd in April 1982, and '*Colliery Heritage Project: Exploration and Rehabilitation of Comox No.3 Mine as an Underground Educational Site*', authored by C.G. Cathyl-Bickford in 2001.
- b. There are conflicting records as to the exact location(s) of the underground workings in this area. The map produced by R. Williams does not cover area east of 9th Street. The density of the underground works on this boundary of the map would suggest that underground mining works extend beneath the subject property. The maps produced by Island Geotechnical Services Ltd show that the subject site is approximately 350m west and 670m south of the coal mine boundaries.
- c. The nearest depth measurement from surface grade to underground mining works is located near the intersection of Fifth Street and Maryport Avenue, approximately 500m west of the subject site. The approximate thickness of the strata over mine workings is 84.7m in this location. The second nearest depth measurement is located 750 west of the site, near Dunsmuir Avenue and Third Street. The approximate thickness of the strata over mine workings in this location is 70.1m.
- d. The records indicated that the nearest mine entrances were located approximately 1.34 km to the west and 1.28km to the north.

6. RECOMMENDATIONS AND CONCLUSIONS

6.1. General

- a. From a geotechnical point of view, the land is considered geotechnically safe and suitable for the use intended (defined for the purposes of this report as the construction of 33 single family residential lots with associated civil works, and roads), with the probability of a

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geotechnical failure resulting in property damage of less than 10 percent (10%) in 50 years, with the exception of geohazards due to a seismic event which are to be based on a 2 percent (2%) probability of exceedance in 50 years, provided the recommendations in this report are followed.

- b. No major seepage was observed at the time of the investigation, however, this may be subject to change during the wet season. Standard design and construction guidelines for drainage, as detailed in the most recent B.C. Building Code, should be adhered to.

6.2. Foundation Soils

- a. The silty sand basement layer observed in all of the test pits should provide suitable bearing for the proposed buildings and roads. This soil unit was dense to very dense and appeared to be glacially consolidated. This basement material may be assigned a working stress bearing capacity of 100kPa. Bearing grade for foundation footings and roads should be inspected by a qualified geotechnical engineer.
- b. The depth to suitable bearing in Region 1 is approximately 0.6m below existing surface. Depths to suitable bearing in Region 2 ranged from 1.5m to 2.2m. Depth to suitable bearing soil in Region 3 was approximately 1m. Depths to suitable bearing soil in Region 4 ranged from 0.9m to 1.6m.
- c. Based on the 2006 British Columbia Building Code, Division B, Part 4, Table 4.1.8.4.A, 'Site Classification for Seismic Response,' the basement soil materials observed during the investigation would be a 'Site Class D' (stiff soil), following excavation of any organic soils and other weak materials.
- d. We do not anticipate differential settlement to be greater than 20mm if the foundations are directly bearing on undisturbed, glacially consolidated soil.
- e. Prior to construction, all unsuitable materials should be removed to provide a suitable base of support. Unsuitable materials include any non-mineral material such as vegetation, topsoil,

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peat, fill or other materials containing organic matter, as well as any soft, loose, or disturbed soils. The Geotechnical Engineer is to confirm the removal of unsuitable materials and approve the exposed competent subgrade.

- f. It would be prudent to plan the foundation excavation drainage (for the future perimeter drains) during the excavation process. i.e. create shallow ditches from the high corner of the excavation, around the residence's foot print both ways to the point where the perimeter drain will be collected and then be directed to the storm sewer.

6.3. Undermining

- a. Based on our review of available mine information, it is very likely that the site lies over underground coal mine workings. These workings are estimated to be approximately 80m below the existing ground surface. LEA has not undertaken any subsurface investigations at the subject property to investigate undermining.
- b. Coal mining in this area was often carried out using the "room and pillar" type of operation, with pillars subsequently (partially) removed. This operation resulted in very wide effective mine openings. The use of "long-wall method" has also been documented in this region. This method involved the complete excavation of rectangular blocks without support pillars. The strength of the mine's working roof is partially dependent on the rock formation and pillar spacing. Artificial roof support was also provided by structural timbers. It is likely that the soil and rock overlying the workings would not be self-standing beyond a short time after mine abandonment.
- c. We believe that the risk of future ground disruption would be considered to be "low" given the estimated depth of nearby mine works. However, as a precautionary measure, we recommend that foundations for the proposed structures be provided with reinforcement to resist differential movement. This reinforcement is recommended because "fossil" tension cracks may be present. Such tension cracks could represent a plane of weakness in the subgrade soils, which in turn could result in reflection cracking, particularly under extreme

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seismic loading.

- d. Subgrades should be examined by the Geotechnical Engineer to determine whether any loose soils are present. The extent of reinforcement should be determined by the Structural Engineer in consultation with the Geotechnical Engineer once building designs are completed. For current guidance and planning, we would expect the extent of reinforcement as determined by the Structural Engineer, as a "worst case" scenario, should be capable of allowing footings to span a distance of at least 1.5m.

6.4. Structural Fill

- a. Structural fill should be inorganic sand and gravel. If structural fill placement is to be carried out in the wet season, material with a fines content limited to 5% passing the 75 μ m sieve should be used, as such a material will not be overly sensitive to moisture, allowing compaction during rainy periods of weather.
- b. Structural fill should be compacted to a minimum of 95% of Modified Proctor maximum dry density (ASTM D1557) in foundation and floor slab areas, and a minimum of 95% in paved roadway and parking areas.
- c. Structural fills under foundations should include the zone defined by a plane extending down and outward a minimum 0.5m from the outer edge of the foundation at an angle of 45 degrees from horizontal. Adequate subjacent support should be provided to the structural fill soils in the form of at least 0.6m of earth cover, extending horizontally at least 1.5m away from the foundation, then transitioning to a slope less than 2H:1V.
- d. Compaction of fill should include moisture conditioning as needed to bring the soils to the optimum moisture content and compacted using vibratory compaction equipment in lift thickness appropriate for the size and type of compaction equipment used.
- e. A general guideline for maximum lift thickness is no more than 100mm for light hand equipment such as a 'jumping-jack,' 150mm for a small roller and 200-300mm for a large

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roller or heavy (>500 kg) vibratory plate compactor, a backhoe mounted hoe-pac or a large excavator mounted hoe-pac, as measured loose. We recommend full-time monitoring by a qualified geotechnical engineer or technician, during any structural fill placement within the building envelope.

- f. LEA recommends limiting the use of backhoe mounted hoe-pacs or a large excavator mounted hoe-pacs for compaction of materials that are confined (in subcuts and trenches). We recommend using larger vibratory rollers for compaction of engineered fill laying proud of the surrounding grade.
- g. It should be emphasized that the long-term performance of buildings, slabs, and pavements is highly dependent on the correct placement and compaction of underlying structural fills. Consequently, we recommend that structural fills be observed and approved by the Geotechnical Engineer. This would include approval of the proposed fill materials and performing a suitable program of compaction testing during construction.

7. ACKNOWLEDGEMENTS

Lewkowich Engineering Associates Ltd. acknowledges that this report may be requested by the Building Inspector (or equivalent) of the Village of Cumberland as a precondition to the issuance of a development or building permit. It is acknowledged that the Approving Officers and Building Officials may rely on this report when making a decision on application for development of the land. We acknowledge that this report has been prepared solely for, and at the expense of the Client. We have not acted for or as an agent of the Village of Cumberland in the preparation of this report.

8. LIMITATIONS

The conclusions and recommendations submitted in this report are based upon the data obtained from a preliminary site investigation. The recommendations given are based on current construction techniques, and generally accepted engineering practices. No other

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warranty, expressed or implied, is made. If other soils are encountered, unanticipated conditions become known during construction, or other information pertinent to the structures become available, the recommendations may be altered or modified in writing by the undersigned.

9. CLOSURE

Lewkowich Engineering Associates Ltd. appreciates the opportunity to be of service on this project. If you have any comments, or if we can be of further service, please contact us at your convenience.

Respectfully Submitted,
Lewkowich Engineering Associates Ltd.

A handwritten signature in black ink, appearing to read 'Johannes Fischer'.

Johannes Fischer, E.I.T.



Darron Clark, P.Eng.
Project Engineer

Lewkowich Engineering Associates Ltd.

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TEST PIT LOG

File Number: F0254

TP12-01

Project: Subdivision

Location: 2882 Carlisle Lane, Cumberland, BC

Depth (m)	Soil Symbol	Description
0.0		Ground Surface
0.0-0.4m		Sand, some silt, compact, light brown, dry
0.4-1.0m		Silt with sand, very hard, light brown, dry
1.0m		End of test pit at 1.0m (effective refusal due to density of soil) No seepage observed
1.5		
2.0		
2.5		

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Date: August 23, 2012

Reviewed By: DGC

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Digging Method: John Deere 50D, Rubber Tracked Excavator

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TEST PIT LOG

File Number: F0254

TP12-02

Project: Subdivision

Location: 2882 Carlisle Lane, Cumberland, BC

Depth (m)	Soil Symbol	Description
0.0		Ground Surface
0.0-0.4m		Gravel (rounded, 100mm diameter), sand, compact, brown, damp
0.4-0.8m		Silt, some sand, very hard, light brown, dry
0.8m		End of test pit at 0.8m (effective refusal due to density of soil) No seepage observed
1.0		
1.5		
2.0		
2.5		

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TEST PIT LOG

File Number: F0254

TP12-03

Project: Subdivision

Location: 2882 Carlisle Lane, Cumberland, BC

Depth (m)	Soil Symbol	Description
0.0		Ground Surface
0.0-1.4m		Sand, some gravel, some organics, trace silt, compact, light brown, moist
1.4-1.8m		Peat, clay, sand, organics, soft, dark grey, wet
1.8-2.2m		Silt with sand, hard, blocky, grey, moist
2.2m		End of test pit at 2.2m (effective refusal due to limited reach of excavator) Fill material to 1.8m Minor seepage observed in cracks of fractured silt material below 1.8m
2.5		

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TP12-04

Project: Subdivision

Location: 2882 Carlisle Lane, Cumberland, BC

Depth (m)	Soil Symbol	Description
0.0		Ground Surface
0.0-1.1m		Sand and gravel, trace silt, compact, light brown, damp (fill)
0.5		
1.0		1.1-1.7m Silty sand and gravel, soft to compact, dark grey, wet (inclusions of coal and organics)
1.5		
1.7-1.8m		Organics (roots, peat), soft, brown, wet
1.8-2.4m		Silty sand with gravel, compact, light brown, wet
2.0		
2.4m		End of test pit at 2.4m (effective refusal due to limited reach) Fill material to 1.7m Moderate seepage at 1.8m
2.5		

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TEST PIT LOG

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TP12-05

Project: Subdivision

Location: 2882 Carlisle Lane, Cumberland, BC

Depth (m)	Soil Symbol	Description
0.0		Ground Surface
0.0-0.5m		Sand and gravel, trace silt, dense, light brown, dry
0.5-1.1m		Peat, sand, organics (decayed wood), trace gravel, soft, black, moist
1.1-1.6m		Silt (blocky), some sand, soft becoming harder with depth, grey-brown, moist to wet
1.6m		End of test pit at 1.6m (effective refusal) Seepage observed in cracks of fractured silt below 1.1m
2.0		
2.5		

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TP12-06

Project: Subdivision

Location: 2882 Carlisle Lane, Cumberland, BC

Depth (m)	Soil Symbol	Description
0.0		Ground Surface
0.0-0.3m		Sand, some silt and organics, loose, brown, damp to moist
0.3-0.4m		Sand and organics, compact, red, moist
0.4-0.7m		Sand, trace organics, dense, moist
0.7-0.9m		Silty sand, very dense, orange, damp (glacial till)
0.9m		End of test pit at 0.9m (effective refusal due to very dense soil) No seepage observed
1.0		
1.5		
2.0		
2.5		

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TEST PIT LOG

File Number: F0254

TP12-07

Project: Subdivision

Location: 2882 Carlisle Lane, Cumberland, BC

Depth (m)	Soil Symbol	Description
0.0		Ground Surface
0.0-0.35m		Sand, organics (roots, grass turf), trace gravel, loose, brown, dry
0.35-0.5m		Sand, organics (roots), compact, red, damp
0.5-0.8m		Sand (medium fine), dense, brown, damp
0.8-1.5m		Silty sand, very dense, blocky, grey with orange, dry to damp
1.5m		End of test pit (effective refusal due to density of soil) No seepage observed
2.0		
2.5		

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File Number: F0254

TP12-08

Project: Subdivision

Location: 2882 Carlisle Lane, Cumberland, BC

Depth (m)	Soil Symbol	Description
0.0		Ground Surface
0.0-0.6m		Sand, some silt, trace gravel, loose, red, dry
0.5		
0.6-0.9m		Sand (coarse) and gravel, very dense, dark grey, moist
0.9-1.1m		Sand (fine, poorly graded), dense, brown to grey, moist
1.0		
1.1-1.4m		Sand (very fine, poorly graded), very dense, horizontally stratified, blue-grey, moist to wet
1.4-2.0m		Silty sand, very dense, blocky, grey-blue, moist
1.5		
2.0		2.0m End of test pit at 2.0m (effective refusal due to reach of machine) No seepage observed
2.5		

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TEST PIT LOG

File Number: F0254

TP12-09

Project: Subdivision

Location: 2882 Carlisle Lane, Cumberland, BC

Depth (m)	Soil Symbol	Description
0.0		Ground Surface
0.0-0.6m		Sand, some silt, trace gravel, loose, red, dry
0.5		
0.6-0.7m		Silt, some sand, compact, red-orange, moist
0.7-0.95m		Sand (coarse), trace gravel, dense, dark grey, moist
1.0		
0.95-1.2m		Sand (fine), dense, grey, moist
1.2-1.4m		Silty sand, trace gravel, very dense, orange and grey, moist
1.4m		End of test pit at 1.4m (effective refusal) No seepage observed
1.5		
2.0		
2.5		

Logged By: JF

Date: August 23, 2012

Reviewed By: DGC

Sheet: 1 of 1

Digging Method: John Deere 50D, Rubber Tracked Excavator

Suite A - 2569 Kenworth Road
Nanaimo, British Columbia, V9T 3M4

Phone: (250) 756-0355

Fax: (250) 756-3831

Email: geotech@lewkowich.com

Schedule F-Geotechnical Report



**Lewkowich
Engineering
Associates Ltd.**

TEST PIT LOG

File Number: F0254

TP12-10

Project: Subdivision

Location: 2882 Carlisle Lane, Cumberland, BC

Depth (m)	Soil Symbol	Description
0.0		Ground Surface
0.0-0.7m		Sand, some gravel, some organics and roots, trace silt, compact to dense, light brown, damp
0.7-1.2m		Silty sand, very dense, light brown, moist to damp
1.2m		End of test pit at 1.2m (effective refusal due to dense soil)

Logged By: JF

Date: August 23, 2012

Reviewed By: DGC

Sheet: 1 of 1

Digging Method: John Deere 50D, Rubber Tracked Excavator

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Schedule F-Geotechnical Report



**Lewkovich
Engineering
Associates Ltd.**

TEST PIT LOG

File Number: F0254

TP12-11

Project: Subdivision

Location: 2882 Carlisle Lane, Cumberland, BC

Depth (m)	Soil Symbol	Description
0.0		Ground Surface
0.0-0.6m		Sand, organics (roots), loose to compact, light brown, dry
0.5		
0.6-0.8m		Sand, trace gravel, dense, red, damp
0.8-1.1m		Silty sand, very dense, light brown, moist
1.0		
1.1m		End of test pit at 1.1m (effective refusal due to soil density) No seepage observed
1.5		
2.0		
2.5		

Logged By: JF

Date: August 23, 2012

Reviewed By: DGC

Sheet: 1 of 1

Digging Method: John Deere 50D, Rubber Tracked Excavator

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Schedule F-Geotechnical Report



Lewkowich
Engineering
Associates Ltd.

TEST PIT LOG

File Number: F0254

TP12-12

Project: Subdivision

Location: 2882 Carlisle Lane, Cumberland, BC

Depth (m)	Soil Symbol	Description
0.0		Ground Surface
0.0-0.7m		Sand and gravel, trace silt, compact, reddish-brown, damp (fill)
0.5		
0.7-0.8m		Abandoned, perforated drain pipe in drain rock bedding
0.8-1.3m		Sand and gravel with organics, trace peat and coal, soft to compact, dark brown, moist
1.0		
1.3-1.6m		Silty sand, trace gravel, very dense, brown, moist
1.5		
1.6m		End of test pit at 1.6m (effective refusal) No seepage observed
2.0		
2.5		

Logged By: JF

Date: August 23, 2012

Reviewed By: DGC

Sheet: 1 of 1

Digging Method: John Deere 50D, Rubber Tracked Excavator

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Schedule F-Geotechnical Report



Lewkowich
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Associates Ltd.

TEST PIT LOG

File Number: F0254

TP12-13

Project: Subdivision

Location: 2882 Carlisle Lane, Cumberland, BC

Depth (m)	Soil Symbol	Description
0.0		Ground Surface
0.0-0.4m		Sand, some silt, compact, light brown, dry
0.4-1.0m		Silt with sand, very hard, light brown, dry
1.0m		End of test pit at 1.0m (effective refusal due to density of soil) No seepage observed
1.5		
2.0		
2.5		

Logged By: JF

Date: August 23, 2012

Reviewed By: DGC

Sheet: 1 of 1

Digging Method: John Deere 50D, Rubber Tracked Excavator

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Schedule F-Geotechnical Report



Lewkowich
Engineering
Associates Ltd.

TEST PIT LOG

File Number: F0254

TP12-14

Project: Subdivision

Location: 2882 Carlisle Lane, Cumberland, BC

Depth (m)	Soil Symbol	Description
0.0		Ground Surface
0.0-0.6m		Sand and gravel, dense, brown, dry (fill)
0.5		
0.6-1.0m		Inorganic garbage fill, wood debris
1.0		
1.0-1.4m		Clay, peat, sand, trace gravel, soft, dark brown, wet
1.5		
1.4-2.0m		Silt (blocky), some sand, soft, becoming hard with depth, light brown, moist to wet
2.0		
2.0m		End of test pit at 2.0m (effective refusal due to soil density) Moderate seepage observed at 1.5m
2.5		

Logged By: JF

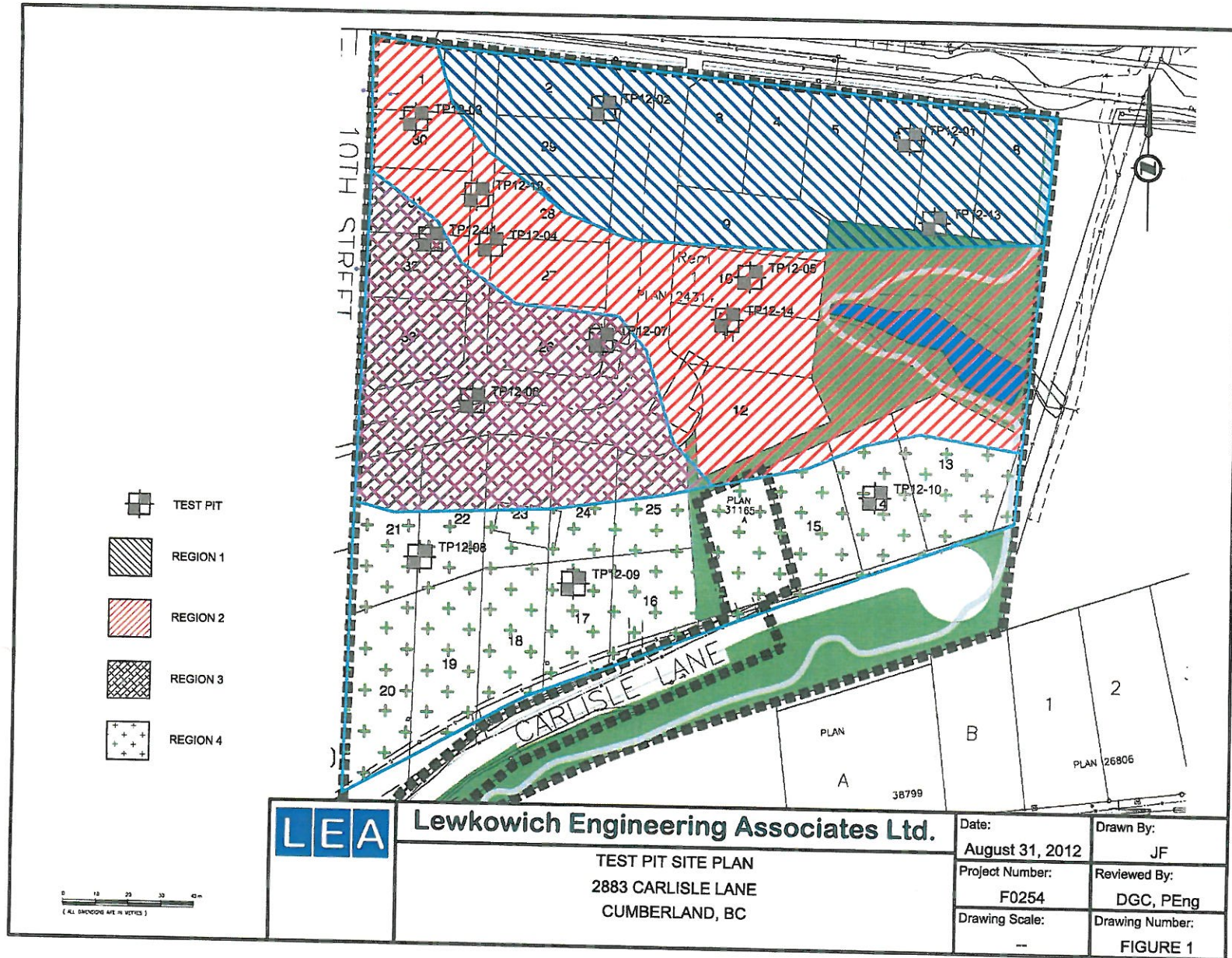
Date: August 23, 2012

Reviewed By: DGC

Sheet: 1 of 1

Digging Method: John Deere 50D, Rubber Tracked Excavator

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Nanaimo, British Columbia, V9T 3M4
Phone: (250) 756-0355
Fax: (250) 756-3831
Email: geotech@lewkowich.com



Trisha Stockand

From: Mary and Lorne
Sent: Wednesday, March 20, 2013 10:12 AM
To: info
Cc: Elke Bibby
Subject: Backyard Chickens

Box 1002
Cumberland, BC V0R 1S0
March 20, 2013

Mayor and Council
Village of Cumberland
Cumberland, BC V0R 1S0

Greetings:

We email in support of the petition circulated by Elke Bibby which asks council to bring forth a by-law to allow chickens to be kept in residential backyards.

Ms. Bibby's request is very sensible. She asks that a small number of hens be allowed, as pets and to provide food for their keepers. Roosters would not be allowed. The hens would be properly cooped and fenced and food would be kept out of the availability of scroungers like rats and raccoons. None of her requests are unreasonable.

At present, Ms. Bibby has two chickens which meet all the criteria above. We live next door to the chickens and find them to be very good neighbours. One would usually not even know that they are there. We get many hours of enjoyment watching their antics, especially how they come running to us , behind their fence of course, when we sprinkle a tiny bit of treats over the fence.

I have heard concern that the keeping of chickens would encourage an infestation of rats. Ms. Bibby has stipulated that food sources would be kept in a separate place and in tightly covered containers. This is her practice at present. Rats seem to be present in the Village, and else where , if there are chickens or not.

We would never consider banning dogs in the Village, yet dogs can be obnoxious through barking as well as harassing walkers and other dogs. As I type there is a program on CBC " The Current" where it was said that the average dog produces 275 pounds of excrement per year. Given the number of dogs in Cumberland, the total amount of dog excrement is phenomenal, as anyone who has stepped in this disgusting mess can attest.

Please join such progressive cities like Vancouver, Victoria and Nelson and allow the keeping of backyard chickens, as per Ms. Bibby's petition.

Sincerely,
Lorne Finlayson
Mary Newcombe

Item 8.2

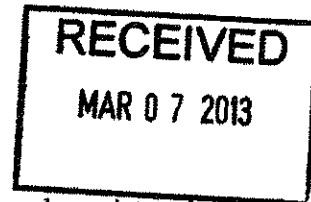
----- Original Message -----

From: BC Mayors' Caucus

To: mayor.baird@cumberlandbc.net

Sent: Thursday, March 07, 2013 8:37 AM

Subject: BC Mayors' Caucus Terms of Reference



Our thanks to all the mayors from across British Columbia who have already registered to participate in the upcoming BC Mayors' Caucus meeting in Prince George April 29 and 30. We have some exciting updates and we're very pleased to announce that on **Tuesday, April 30 the morning segment of the meeting will include a presentation by the newly appointed Municipal Auditor General, Basia Ruta, designed specifically for our group. Following the presentation she will take questions from the audience encouraging an important dialogue session.**

We are also happy to include the Terms of Reference, as drafted by the Steering Committee based on the discussions in both Penticton and Victoria, for the Mayors' Caucus, which will be discussed as part of the meeting on April 29th. We know that many of the mayors are interested in taking the Terms of Reference to their respective councils as information reports.

For any mayors still wishing to register for the April 29 and 30 meetings please use the attached form to register. Forward the completed registration form to: Carmen Bennett: Carmenb@lbmg.ca. For more information call: 604-637-6651.

BC MAYORS' CAUCUS

BRITISH COLUMBIA MAYORS' CAUCUS TERMS of REFERENCE

BC Mayors' Caucus Purpose:

The BC Mayors Caucus (BCMC) provides a forum for Chief Elected Officials of their respective corporations (British Columbia local governments) to share best practices and ideas; address common challenges; discuss policy options and develop shared views with respect to Provincial and Federal legislation, policies and programs that affect communities across British Columbia.

Under section 116 of the Community Charter the Responsibilities of Mayor are documented as follows:

116. (1) The Mayor is the head and chief executive officer of the municipality.

(2) In addition to the mayor's responsibilities as a member of council, the mayor has the following responsibilities:

- a) to provide leadership to the council, including by recommending bylaws, resolutions and other measures that, in the mayor's opinion, may assist the peace, order and good government of the municipality;
- b) to communicate information to the council;
- c) to preside at council meetings when in attendance;
- d) to provide, on behalf of the council, general direction to municipal officers respecting implementation of municipal policies, programs and other directions of the council;
- e) to establish standing committees in accordance with section 141;
- f) to suspend municipal officers and employees in accordance with section 151;
- g) to reflect the will of council and to carry out other duties on behalf of the council;
- h) to carry out other duties assigned under this or any other Act.

Aims:

The BCMC uses electronic and face-to-face means to allow Chief Elected Officials to meet to:

- Exchange best practices to enhance local government effectiveness;
- Discuss strategies that promote good governance;
- Share ideas to enhance personal leadership capacity;
- Discuss policy options and develop strategies to address emerging issues shared by municipalities;
- Provide input and recommendations on Provincial or Federal legislation, policies and programs; and
- Build networks of Mayors to address common community interests and challenges.

Principles:

The BCMC values:

- The independent decision-making authority of local governments;
- Working constructively with other orders of government;
- The ideal that one solution does not fit all by acknowledging differing local circumstances;
- Engaging in productive dialogue and debate; and
- Building consensus while respecting differing views.

Composition:

The BC Mayors Caucus is open to all Chief Elected Officials of municipalities in BC.

Mayors Caucus Steering Committee:

The activities of the BC Mayors' Caucus are organized by a coordination team called the BC Mayors' Caucus Steering Committee. This committee:

- Organizes BCMC meetings and/or activities, develops related agendas and undertakes all

necessary communications in relation to alerting BC Mayors about upcoming BCMC meetings and/or activities;

- Solicits and responds to suggestions for agenda item topics as proposed by BC's Mayors and their communities;
- Facilitates and ensures follow-up to agreed upon actions emanating from BCMC meetings and/or activities; and
- Organizes the communication of messages related to the outcomes of BCMC meetings and/or activities.

The Steering Committee will be composed of nine Mayors generally reflecting the broad geographic and population characteristics of BC municipalities.

The Steering Committee will:

- Solicit views from BC Mayors on topics of interest in relation to developing meeting agendas;
- Seek support for the location of proposed meetings/activities and the related agenda;
- Arrange required administrative support (secretariat) for promoting activities, financial management, record keeping, communication efforts and coordination team support;
- Establish means by which to raise any necessary in-kind and/or financial support for BCMC meetings and activities;
- Ensure fiscal accountability for BCMC revenues;
- Solicit in-kind and funding support for BCMC meetings and activities; and
- Undertake follow-up to directions that emanate from BCMC meetings and activities.

The Steering Committee will include:

- The Mayor of community that is hosting the next meeting of the BCMC plus eight additional Mayors. The Team will generally include mayors from small, medium and large municipalities (based on population) and from each geographic region of British Columbia;
- The Chair of the Committee will be the mayor of the municipality hosting the next BCMC meeting;
- The Committee will meet at the direction of the Chair and will typically meet by teleconference;
- Team members are responsible for their own expenses; and
- Generally three members the Team will be replaced annually, or as otherwise necessary, with the Team being responsible for recruiting Mayors to serve on the Team.

Responsibilities of the Mayor Hosting a Meeting of the BCMC:

The Mayor of the local government selected to host a meeting or activity of the BCMC will be responsible for:

- Arranging a venue for the meeting or activity; and
- Organizing equipment and food for the meeting or activity.

If financial support is required the Mayor of the host city will bring it to the attention of the Steering Committee who will be responsible for establishing an approach to obtain the necessary financial support.

Meetings and Activities:

The BCMC will typically meet in the spring and fall of each year (in conjunction with the meeting of the UBCM) and, at other times, if circumstances warrant.

External Communication:

The BCMC will attempt to establish common messages for BC Mayors. The Steering Committee will coordinate the development and dissemination of messages and information to Mayors.

BC MAYORS' CAUCUS

April 29th & 30th, 2013
Prince George Civic Centre

MEETING REGISTRATION FORM

REGISTRATION DR. MR. MRS. MS.

FIRST NAME	LAST NAME	
TITLE		
ADDRESS		
CITY		
POSTAL CODE	PHONE	FAX
EMAIL		

Agenda

Day 1

8:30am – 4:30pm – Full day shirtsleeve meeting highlighted with the following topics:
Update from Victoria and review of Mayors' Caucus Terms of Reference

Day 2

8:30am – 4:30pm – Full day shirtsleeve meeting highlighted with:
'TEDTalks' style economic development presentations and Forest Products Association of Canada presentation

Participation Fees

Fees for two days of meetings including breakfast, lunch networking reception, meeting space, logistics will be shared between participating Mayors at \$200.00.

To register for the BC Mayors' Caucus send a cheque for \$200.00 + HST payable to the conference organizers at Laura Ballance Media Group, or to pay by credit card please contact Carmen Bennett by phone at 604.637.6651 or email Carmenb@LBMG.ca.

Hotel A block of rooms has been reserved at The Coast Inn of the North for April 28th & 29th at a rate of \$105 per night. Call 1-800-663-1144 or book at www.coasthotels.com before April 1st to ensure your reservation. A limited number of complimentary upgrades are available with early booking.

2 ways to submit this form

1. Fax to: 1-604-638-0412 2. Scan and email to: Carmenb@LBMG.ca

Questions?

TEL: 1-604-637-6651

Email: Carmenb@LBMG.ca

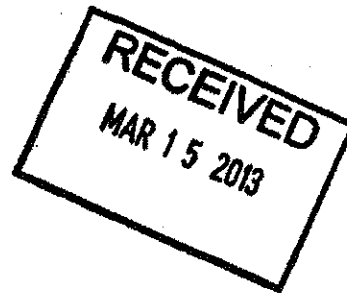
Laura Ballance Media Group Inc (LBMG)

Suite 602 – 134 Abbott Street Vancouver, BC V6B 2K4

Item 8.3

I, Elke Bibby, [REDACTED] submit an additional amount of signatures, 88 signatures, to the already 321 signatures which were submitted by me to the last council meeting (March 11th, 2013), in support of my petition allowing backyard chickens.

Elke Bibby



Deputy Corporate Officer's note:

This is to confirm that the petition received March 15, 2013 in support of allowing backyard chickens contains 89 signatures. Please note that not all petitioners provided their residential address and that some petitioners are not residents of the Village of Cumberland.

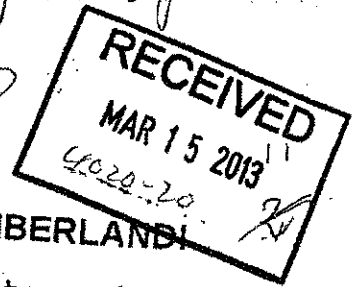
A copy of the full petition can be found in the Council reader file and may be viewed by the public upon request. The petition is not provided here in order to protect personal privacy as the full Council meeting agenda is published online.

Rachel Parker
Deputy Corporate Officer
Village of Cumberland
March 20, 2013

PLEASE CALL 250 [REDACTED] FOR PICK UP

ELKE BIBBY

JML



HELP MAKE BACKYARD CHICKENS LEGAL IN CUMBERLAND!

By signing this petition you are telling Council that we, the residents of the Village, care about our environment, our health, the humane treatment of animals and our right to access local food. We want Bylaw 893 changed to allow residents to keep a limited number of Backyard Hens (but no roosters!)

Backyard chickens provide families access to an affordable, sustainable, environmentally responsible food source. Chickens reduce the number of unwanted pests in the garden, in-turn decreasing the amount of harmful pesticides, and produce a nutrient rich fertilizer aiding in the growth of healthy plants.

Many Canadian urban centers including Victoria, Vancouver, and Nelson already allow residents to keep a limited number of Backyard chickens.

Thanks for your support!

CUMBERLAND RESIDENT