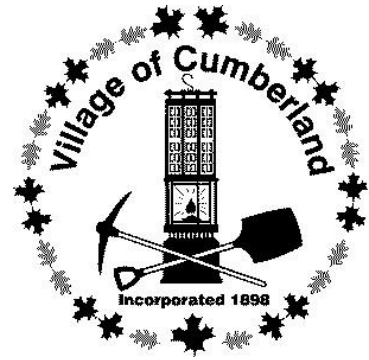


REGULAR AGENDA

2/2015/R



The Corporation of the Village of Cumberland

Regular Council Meeting
January 12th, 2015 at 5:30 p.m.
Village Council Chambers

1. Approval of Agenda

- 1.1 Agenda for regular council meeting, January 12th, 2015.
Recommend THAT Council approve the agenda for the regular council meeting, January 12th, 2015.

2. Adoption of Minutes

- 2.1 Minutes of the committee of the whole meeting held December 5th, 2014 1
Recommend THAT Council approve the minutes of the committee of the whole meeting held December 5th, 2014.
- 2.2 Minutes of the council meeting held December 8th, 2014 5
Recommend THAT Council approve the minutes of the council meeting held December 8th, 2014.
- 2.3 Minutes of the village hall meeting held January 5th, 2015 11
Recommend THAT Council approve the minutes of the village hall meeting held January 5th, 2015.

3. Delegations

4. Unfinished Business

5. Correspondence

6. Reports

- 6.1 Coal Valley Estates Phase 5a and 6 Environmental and Wildfire Development Permit for Subdivision 13
Prepared by Joanne Rees, Planner

- i) Recommend THAT Council receive “Coal Valley Estates Phases 5a and 6 Environmental Protection and Wildfire Urban Interface Development Permit for Subdivision” dated January 3, 2015.*
- ii) Recommend THAT Council grant the Development Permit (File 2014-03-DP) for ONLY THAT PART OF property legally described as District Lot 24, Nelson District, Except Parts in Plans 21RW, 522E, 3130, 3268, 4222, 4661, , 4824, 4869, 6793, 6794, 11068, 12569, 13409, 13580, 13640, 14028, 15750, 23224, 19381, 19382, 19383, 20746, 21025, 22199, 23092, 23237, 23600, 23685, 24001, 24314, 24868, 25906, 26084, 26131, 26455, 26629, 26885, 27337, 27857, 29860, 30068, 30809, 32692, 35790, 36785, 35098, 50021, VIP64656, VIP65968, VIP65482, VIP67269, VIP71673, and except Parcel A (DD 27356N) and Parcel B (DD M7897) and except Parts in Plans VIP72020, VIP72022, VIP73804, VIP74156, VIP75434, EPP15708, EPP17313, EPP18594, and EPP20118 AS SHOWN ON THE SCHEDULES A AND B AS PHASES 5A AND 6 to the draft Development Permit dated January 7, 2015. (CVE Estates) ONLY for the purposes of subdivision and related residential development of Phase 5a (32 lots) and Phase 6 (27 lots), acknowledging that future development permits continue to be required for other parts of the Lands and for other purposes, respectively. The development will be substantially in the form of the attached draft Development Permit.*
- iii) OR recommend THAT Council review the report and subsequent to this review, table the Development Permit (File 2014-03-DP) for ONLY THAT PART OF property legally described as District Lot 24, Nelson District, Except Parts in Plans 21RW, 522E, 3130, 3268, 4222, 4661, , 4824, 4869, 6793, 6794, 11068, 12569, 13409, 13580, 13640, 14028, 15750, 23224, 19381, 19382, 19383, 20746, 21025, 22199, 23092, 23237, 23600, 23685, 24001, 24314, 24868, 25906, 26084, 26131, 26455, 26629, 26885, 27337, 27857, 29860, 30068, 30809, 32692, 35790, 36785, 35098, 50021, VIP64656, VIP65968, VIP65482, VIP67269, VIP71673, and except Parcel A (DD 27356N) and Parcel B (DD M7897) and except Parts in Plans VIP72020, VIP72022, VIP73804, VIP74156, VIP75434, EPP15708, EPP17313, EPP18594, and EPP20118 AS SHOWN ON THE SCHEDULES A AND B AS PHASES 5A AND 6 to the draft Development Permit dated January 7, 2015. (CVE Estates)*

ONLY for the purposes of subdivision and related residential development of Phase 5a (32 lots) and Phase 6 (27 lots), and refer this Permit to the next meeting of the Advisory Planning Commission for their comments.

- 6.2 The Waverly Hotel & Pub: Application for Heritage Alteration Permit & Development Variance Permit 39
Prepared by Judy Walker, Senior Planner
Recommend THAT Council refer the above application to the Advisory Planning Commission and the Heritage Commission.
- 6.3 Carlisle Land Subdivision – Naming the Park 41
Prepared by Joanne Rees, Planner
i) Recommend THAT Council receive the “Carlisle Lane Subdivision – Naming the Park” report dated December 15, 2014.
ii) Recommend THAT Council accept the Developer’s chosen name of “Ravenwood” for the park dedicated as part of subdivision EPP39735 (Carlisle Lane Phase 1).
- 6.4 Skatepark Park Project: Province of BC Job Creation Partnership Funding Opportunity 44
Prepared by Kevin McPhedran, Parks and Outdoor Recreation Coordinator
i) Recommend THAT Council receive the “Skateboard Park Project: Province of BC Job Creation Partnership Funding Opportunity” report for information.
ii) Recommend THAT Council commit to covering any shortfalls in funding required for the Skateboard Park Project: Province of BC Job Creation Partnership 2015 funding opportunity, up to \$102,000.
iii) Recommend THAT these funds come from the applicable investment interest associated with the skateboard park project reserve fund and landfill host community agreement amenity funds.
- 6.5 Sidewalk Café Report 54
Prepared Judy Walker, Senior Planner
i) Recommend THAT Council receive the Sidewalk Café Report for information.

- ii) Recommend THAT Council direct staff to develop a policy to permit sidewalk cafés including application, permit and conditions based on this report and to proceed with public consultation of the policy.*
- iii) Recommend THAT Council refer the report to the Advisory Planning Commission and the Heritage Commission.*
- iv) Recommend THAT Council direct staff to bring back the policy for consideration with a summary of feedback, incorporating any proposed changes deemed necessary.*

- | | | |
|-----|---|-----|
| 6.6 | TimberWest Road Use Agreement
Prepared by Rob Crisfield, Manger of Operations | 62 |
| | <ul style="list-style-type: none"><i>i) Recommend THAT Council receive the TimberWest Road Use Agreement report.</i><i>ii) Recommend THAT Council approve a five year Road Use Agreement with TimberWest allowing the Village to travel over their land in order to access our lands beyond.</i><i>iii) Recommend THAT Council approve the Village entering into a similar agreement allowing TimberWest to travel over our land in order to access their lands beyond.</i> | |
| 6.7 | Multi Materials BC Contract Renewal
Prepared by Rob Crisfield, Manager of Operations | 86 |
| | <ul style="list-style-type: none"><i>i) Recommend THAT Council receive the Multi Materials BC Contract Renewal report.</i><i>ii) Recommend THAT Council approve a three year term with Multi Material BC starting April 1, 2015 and expiring March 31, 2018.</i> | |
| 6.8 | Liquid Waste Management Plan Status Update
Prepared by Sundance Topham, Chief Administrative Officer | 106 |
| | <ul style="list-style-type: none"><i>i) Recommend THAT Council receive the Liquid Waste Management Plan (LWMP) Status Update report for information.</i><i>ii) Recommend THAT upon resolution of the Village of Cumberland's participation in the South Regional Sewer Project that the Village of Cumberland re-establish the LWMP Public Advisory Committee (PAC), Technical Advisory Committee (TAC) and Steering Committees.</i> | |

- 6.9 December 2014 Recreation Department Report 117
Prepared by Leah Knutson, Manager of Recreation
• December 2014 Parks and Outdoor Recreation Report
Recommend THAT Council receive the December 2014 Recreation Department Report for information.
- 6.10 December 2014 Protective Services Report 121
Prepared by Mike Williamson, Manager of Protective Services
• December 2014 Bylaw Enforcement Summary Report
Recommend THAT Council receive the December 2014 Protective Services Report for information.
- 6.11 December 2014, Operations Department Report 127
Prepared by Rob Crisfield, Manager of Operations
• Planning Report for December 2014
• Public Works Report for December 2014
Recommend THAT Council receives the December 2014 – Operations Department Report for information.
- 6.12 December 2014, Administration Department Report 136
Prepared by Michelle Mason, Financial Officer
Recommend THAT Council receive the December 2014 Administration Department Report for information.
- 6.13 December 2014, Chief Administrative Officer Report 140
Prepared by Sundance Topham, Chief Administrative Officer
Recommend THAT Council receive the December 2014 Chief Administrative Officer Report for information.
- 6.14 Council Reports
6.14.1 Mayor Leslie Baird 142
6.14.2 Councillor Jesse Ketler 144
6.14.3 Councillor Roger Kishi 145
6.14.4 Councillor Gwyn Sproule
6.14.5 Councillor Sean Sullivan 146
Recommend THAT the Council reports be received.
7. Bylaws
- 7.1 Revenue Anticipation Borrowing Bylaw No. 1014, 2015 147
i) **Recommend THAT Council receive the “Revenue Anticipation Borrowing Bylaw No. 1014, 2015” report for information.**

ii) Recommend THAT Council give first, second and third reading to the "Revenue Anticipation Borrowing Bylaw No. 1014, 2015".

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.

9. New Business

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.

- Business Licenses for the 2015 license year can be renewed at the Village office.
- 2015 Dog Licences are available at the Village office for all dogs over three months of age.
- Skatepark Open House on January 15th, 2015 at 6:00 p.m. at the old junior school.

11. Question Period

12. Closed Portion

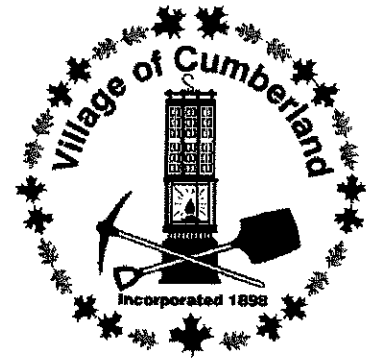
Recommend THAT pursuant to Section 90 (1) of the Community Charter Council close the meeting to the public to consider:

- negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of the council, could reasonably be expected to harm the interests of the municipality if they were held in public;
- 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.

13. Adjournment

C.O.T.W. MINUTES

30/2014/COTW



The Corporation of the Village of Cumberland

**Committee of the Whole Meeting
December 5, 2014 at 9 a.m.
Village Council Chambers**

Council Orientation

Council Present:

Mayor Leslie Baird
Councillor Jesse Ketler
Councillor Roger Kishi
Councillor Gwyn Sproule
Councillor Sean Sullivan

Staff Present:

Sundance Topham, Chief Administrative Officer
Michelle Mason, Financial Officer
Rob Crisfield, Manager of Operations
Leah Knutson, Manager of Recreation
Rachel Parker, Deputy Corporate Officer
Mike Williamson, Manager of Protective Services

The meeting was called to order at 9:02 a.m.

1. Approval of Agenda

1.1 Agenda for the Committee of the Whole meeting of December 5, 2014.

Sproule/Kishi

THAT the Committee approve the agenda for the Committee of the Whole meeting of December 5, 2014.

Carried

2. Background Briefing

- (a) Welcome and Introductions
- (b) *Local Government in British Columbia, A Community Effort, 2012*
(UBCM, LGMA, Ministry of Community, Sport and Cultural Development)

The orientation session gave a general overview of governance responsibilities of the Council and gave information in order for members to become familiar with policies and procedures on the following matters:

3. Governance

- (a) *A Handbook for Municipal Councils*, November 2008 (Staples, McDannold, Stewart).
- (b) Municipal Purposes and Fundamental powers (*Community Charter*)
- (c) Cumberland Boards, Commissions, Committees:
 - (i) Board of Variance
 - (ii) Advisory Planning Commission
 - (iii) Heritage Commission
 - (iv) Maple Lake Park Fundraising Committee
 - (v) Coal Creek Historic Park Advisory Committee
 - (vi) No. 6 Heritage Park Volunteers/Committee
 - (vii) Accessibility Select Committee
 - (viii) Homelessness/Affordable Housing Select Committee
- (d) Cumberland Regulatory and Administrative Bylaws Index
- (e) Council Policies Index
- (f) Strategic Planning and Budget Process
- (g) Staff, Committee and Public Communications to Council Policy
- (h) Invitations
- (i) Relationship with Comox Valley Regional District
- (j) Association of Vancouver Island Coastal Communities (AVICC) & Union of British Columbia Municipalities (UBCM)
- (k) Council Indemnification Bylaw
- (l) Council Remuneration Bylaw
- (m) Travel Expense Policy

4. Role of Administration

- (a) Organizational Structure
- (b) Role of Chief Administrative Officer & Statutory Officers
 - (i) Officers Bylaw
 - (ii) Delegation
 - (iii) Purchasing Policy
- (c) Financial Administration
- (d) Operations and Public Works
- (e) Planning and Development
- (f) Protective Services (Bylaw Enforcement Policy)
- (g) Parks and Recreation

5. Council Meetings

- (a) Meeting Schedule
- (b) Acting Mayor Appointments:
 - Councillor Ketler December 2014 to March 2015
 - Councillor Kishi April to June 2015
 - Councillor Gwyn July to September 2015
 - Councillor Sullivan October to December 2015
- (c) Distribution of Council Agendas and In Camera Agendas
- (d) Procedure Bylaw & Robert's Rules of Order
- (e) How to Add an Item to an Agenda
- (f) Making and Adopting Motions
- (g) Monthly Council Member and Staff Reports
- (h) Outstanding Action Items
- (i) Cheque Register
- (j) Confidentiality and Closed Meetings

6. Legal Briefing

- (a) Confidentiality
- (b) Conflict of Interest
 - (i) *Community Charter*
 - (ii) Financial Disclosure
 - (iii) Shlenker Decision on Societies
 - (a) UBCM/LGMA Information Bulletin
 - (b) Young Anderson Bulletin

7. Overview of Current Ongoing Issues and Upcoming Policy Decisions

- (a) Lake Park Contract
- (b) South Sewer Project
- (c) Building Canada Infrastructure Fund: Inflow and Infiltration Project (Sewer and Storm Drain Separation)
- (d) Water Services Upgrades
- (e) Recreation Program Services and Facility Review
- (f) Streets and Traffic Bylaw
- (g) Parking Fees Policy and Patio/Café Policy
- (h) Highway Welcome Sign Design
- (i) Cumberland/Bevan Road Rebuild – Public Consultation
- (j) Skatepark Design – Public Consultation
- (k) Fees Bylaw, including parks and recreation fees update

8. Closed Portion

Mr. Williamson left the meeting at 3 p.m.

Sproule/Kishi

THAT Council close the meeting to the public to discuss the following matters under section 90(1) of the *Local Government Act*:

- (a) the acquisition, disposition or expropriation of land or improvements, if the council considers that disclosure could reasonably be expected to harm the interests of the municipality,
- (b) negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of the council, could reasonably be expected to harm the interests of the municipality if they were held in public;

Carried

9. Adjournment

The meeting was adjourned at 5:14 p.m.

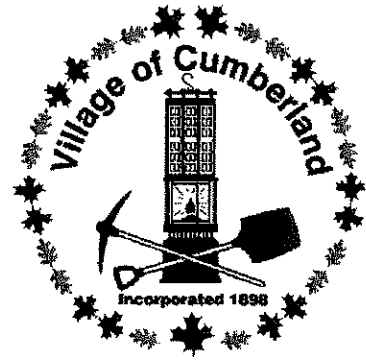
Certified Correct:

Mayor

Corporate Officer

REGULAR MINUTES

31/2014/R



The Corporation of the Village of Cumberland

Regular Council Meeting
December 8th, 2014 at 5:30 p.m.
Village Council Chambers

Council Present:

Mayor Leslie Baird
Councillor Jesse Ketler
Councillor Roger Kishi
Councillor Gwyn Sproule
Councillor Sean Sullivan

Staff Present:

Sundance Topham, Chief Administrative Officer
Rachel Parker, Deputy Corporate Officer
Rob Crisfield, Manager of Operations

The meeting was called to order at 5:30 p.m.

1. Approval of Agenda

- 1.1 Agenda for regular council meeting, December 8th, 2014.

Motion 14-609

Sproule/Kishi

THAT Council approve the agenda for the regular council meeting,
December 8th, 2014.

Carried Unanimously

2. Adoption of Minutes

- 2.1 Minutes of the council meeting held November 24th, 2014

- 2.2 Minutes of the inaugural meeting held December 1st, 2014

Motion 14-610

Kishi/Ketler

THAT Council approve the minutes of the council meeting held October
November 24th, 2014 and the minutes of the inaugural meeting held
December 1st, 2014.

Carried Unanimously

3. Delegations

- 3.1 Ian De Lisle, RPF Area Manager, NW Division, Hancock Forest Management, Timber Harvesting Operations
Motion 14-611

Sproule/Kishi

THAT Council receive the delegation of Ian De Lisle, RPF Area Manager, NW Division, Hancock Forest Management re: Timber Harvesting Operations.

Carried Unanimously

4. Unfinished Business

None

5. Correspondence

- 5.1 Union of BC Municipalities, News Release dated November 19, 2014, Vessel Pollution and Dangerous Chemical Consultation
Motion 14-612

Sproule/Ketler

THAT Council receive the correspondence from Union of BC Municipalities, News Release dated November 19, 2014 re: Oil Spill Council Seeks New Members.

Carried Unanimously

Motion 14-613

Ketler/Kishi

THAT Council direct staff to write a reply to Transport Canada to state that the Village of Cumberland has concerns regarding the potential changes to the Vessel Pollution and Dangerous Chemical Regulation in regards to the removal of the requirement for double-hulled oil and chemical tankers and the inspection of foreign tankers only at their first port of call in Canada.

Carried Unanimously

6. Reports

- 6.1 Service Providers Insurance, Building Inspection Services
Motion 14-614

Kishi/Sproule

THAT Council receive the Service Providers Insurance, Building Inspection Services report.

Carried Unanimously

Motion 14-615

Sproule/Ketler

THAT Council enter into a service provider agreement with Glen Grieve for the provision of liability insurance by the Village of Cumberland.

Carried Unanimously

6.2 Maple Lake Fundraising Policy Amendment

Motion 14-616

Sproule/Kishi

THAT Council receive the Maple Lake Fundraising Policy Amendment report.

Carried Unanimously

Motion 14-617

Sullivan/Sproule

THAT Council amend the Maple Lake Fundraising Policy.

Carried Unanimously

6.3 Snow and Ice Removal Policy

Motion 14-618

Kishi/Sproule

THAT Council receive the Snow and Ice Removal Policy report.

Carried Unanimously

Motion 14-619

Ketler/Sproule

THAT Council rescind the Snow and Ice Control Policy dated January 17, 2000 and adopt Policy 11.6, Snow and Ice Removal Policy.

Carried Unanimously

6.4 Comox Valley Regional District – Royston Water Agreement report

Motion 14-620

Kishi/Sproule

THAT Council receive the Comox Valley Regional District – Royston Water Agreement report.

Carried Unanimously

Motion 14-621

Sproule/Ketler

THAT the Corporation of the Village of Cumberland enter into the Royston Water Agreement with the Comox Valley Regional District.

Carried Unanimously

- 6.5 November 2014 Recreation Department Report
Motion 14-622

Kishi/Sproule

THAT Council receive the November 2014 Recreation Department Report for information.

Carried Unanimously

- 6.6 November 2014 Protective Services Report
Motion 14-623

Sproule/Kishi

THAT Council receive the November 2014 Protective Services Report for information.

Carried Unanimously

- 6.7 November 2014, Operations Department Report
Motion 14-624

Sproule/Kishi

THAT Council receives the November 2014 – Operations Department Report for information.

Carried Unanimously

- 6.8 November 2014, Administration Department Report
Motion 14-625

Kishi/Sproule

THAT Council receive the November 2014 Administration Department Report for information.

Carried Unanimously

- 6.9 November 2014, Chief Administrative Officer Report
Motion 14-626

Sproule/ Kishi

THAT Council receive the November 2014 Chief Administrative Officer Report for information.

Carried Unanimously

- 6.10 Council Reports

- 6.10.1 Mayor Leslie Baird
- 6.10.2 Councillor Jesse Ketler
- 6.10.3 Councillor Roger Kishi
- 6.10.4 Councillor Gwyn Sproule
- 6.10.5 Councillor Sean Sullivan

Motion 14-627

Ketler/ Sullivan

THAT the Council reports be received.

Carried Unanimously

7. Bylaws

None

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 Vancouver Island Regional Library re: November 22, 2014 from the Board Table.

Motion 14-629

Sproule/Kishi

THAT the Consent Calendar be received.

Carried Unanimously

9. New Business

None

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.

- Holiday Solid Waste Schedule – Wednesday, December 24th, 2014 unlimited organics and recycling; Wednesday, December 31st, 2014 unlimited organics and one can of garbage.
- Business Licenses for the 2015 license year can be renewed at the Village office.
- 2015 Dog Licences are available in Mid December at the Village office for all dogs over three months of age.

- 2014 Village property taxes and utilities will begin accruing interest on January 1st, 2015.
- Cumberland Fire Department Christmas tree burn and bonfire at the Village Park parking lot from 10 a.m. to 7 p.m. on Sunday January 4th, 2015.
- John Bannerman, Cumberland pioneer is celebrating his 100th birthday in December 2014

11. Question Period

Questions were received regarding the new crosswalk lights on Fourth Street, and the sale of Comox Timber lands to Trilogy.

12. Closed Portion

Motion 14-630

Sproule/Kishi

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; negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of the council, could reasonably be expected to harm the interests of the municipality if they were held in public.

Carried Unanimously

13. Adjournment

Motion 14-631

Sproule/Kishi

THAT Council adjourn the meeting at 8 p.m.

Carried Unanimously

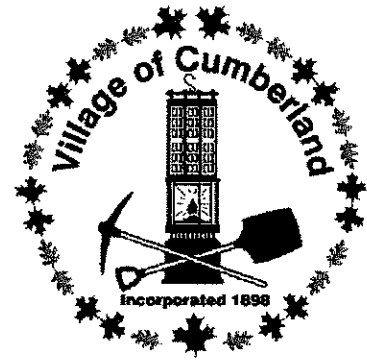
Certified Correct:

Mayor

Corporate Officer

VILLAGE HALL MINUTES

1.2015.VH



The Corporation of the Village of Cumberland

Village Hall Meeting
January 5, 2015 at 7:00 p.m.
Village Council Chambers

Council Present:

Mayor Leslie Baird
Councillor Jesse Ketler
Councillor Roger Kishi
Councillor Gwyn Sproule
Councillor Sean Sullivan

Staff Present:

Sundance Topham, Chief Administrative Officer
Michelle Mason, Financial Officer
Rachel Parker, Deputy Corporate Officer
Rob Crisfield, Manager of Operations
Leah Knutson, Manager of Recreation

The meeting was called to order at 7:05 p.m.

1. Approval of Agenda

1.1 Agenda for Village Hall Meeting, January 5th, 2015.

Kishi/Ketler

THAT the Committee approve the agenda for the Village Hall Meeting, January 5th, 2015.

Carried

2. Reports

None

3. New Business

4.1 Village Hall Meeting Topics for Discussion

Sproule/Sullivan

THAT the Committee receive and discuss the following items with members of the public:

4.1.1 Items brought forward by local residents

Carried

The following matters were discussed:

- Action to change bylaws to allow for the keeping of chickens

- Regulation and licensing of cats
- Maple Lake land acquisition
- Trilogy purchase of lot 3A, property assessment value, and payment of amenity funds
- Conservation of the No. 5 fan house on Coal Valley Estates property
- Storm water runoff from Coal Valley Estates property
- Well water quality and quantity
- Seismic upgrade of Stevens Lake and No. 2 dam
- Comox Lake Road repairs and option for bicycle lanes and speed control
- Bicycle lane on Cumberland Road
- Sewer treatment plans and leachate treatment at the landfill
- Multifamily development at Coal Valley Estates
- Forestry slash burning on Bevan Road, winter air quality
- Public access to wood waste
- Litter collection on Bevan Road
- Location of future fire hall
- Emergency plan and preparation
- Skatepark, tennis court and basketball design open house on January 15, 2015
- Village Park jump park and potential expansion into ecogift lands
- Recreation program review and facility review

4. Adjournment

Kishi/Sproule

THAT the Committee adjourn the meeting at 8:35 p.m.

Carried

Certified Correct:

Mayor

Corporate Officer

COUNCIL REPORT



REPORT DATE: January 8, 2015

MEETING DATE: January 12, 2015

TO: Mayor and Councillors

FROM: Joanne Rees, Planner

SUBJECT: Coal Valley Estates Phase 5a and 6
Environmental and Wildfire Development Permit for Subdivision

FILE: 2014-03-DP

OWNERS Coal Valley Estates Ltd. Inc. No. 0708223

AGENT: Bob Hudson, P.Eng., McElhanney Consulting Services Ltd.

FOLIO No.: 516 000394.545

PID: 008-634-264

LEGAL

DESCRIPTION: District Lot 24, Nelson District, Except Parts in Plans 21RW, 522E, 3130, 3268, 4222, 4661, , 4824, 4869, 6793, 6794, 11068, 12569, 13409, 13580, 13640, 14028, 15750, 23224, 19381, 19382, 19383, 20746, 21025, 22199, 23092, 23237, 23600, 23685, 24001, 24314, 24868, 25906, 26084, 26131, 26455, 26629, 26885, 27337, 27857, 29860, 30068, 30809, 32692, 35790, 36785, 35098, 50021, VIP64656, VIP65968, VIP65482, VIP67269, VIP71673, and except Parcel A (DD 27356N) and Parcel B (DD M7897) and except Parts in Plans VIP72020, VIP72022, VIP73804, VIP74156, VIP75434, EPP15708, EPP17313, EPP18594, and EPP20118 **BUT ONLY IN RELATION TO THAT PART AS SHOWN ON THE SCHEDULES A AND B AS PHASES 5A AND 6** to the draft Development Permit dated January 7, 2015.

CIVIC ADDRESS: Adjacent to Kendal and Penrith Avenues

OCP

DESIGNATION

Mixed Land Use **ZONE:** Comprehensive Development Mixed Use Six (CDMU-6)

RECOMMENDATION

- i) THAT Council receive "Coal Valley Estates Phases 5a and 6 Environmental Protection and Wildfire Urban Interface Development Permit for Subdivision" dated January 3, 2015.
- ii) THAT Council grant the Development Permit (File 2014-03-DP) for **ONLY THAT PART OF** property legally described as District Lot 24, Nelson District, Except Parts in Plans 21RW, 522E, 3130, 3268, 4222, 4661, , 4824, 4869, 6793, 6794, 11068, 12569, 13409, 13580, 13640, 14028, 15750, 23224, 19381, 19382, 19383, 20746, 21025, 22199, 23092, 23237,



Approximate location
of Phases 5a and 6 of
subdivision

23600, 23685, 24001, 24314, 24868, 25906, 26084, 26131, 26455, 26629, 26885, 27337, 27857, 29860, 30068, 30809, 32692, 35790, 36785, 35098, 50021, VIP64656, VIP65968, VIP65482, VIP67269, VIP71673, and except Parcel A (DD 27356N) and Parcel B (DD M7897) and except Parts in Plans VIP72020, VIP72022, VIP73804, VIP74156, VIP75434, EPP15708, EPP17313, EPP18594, and EPP20118 **AS SHOWN ON THE SCHEDULES A AND B AS PHASES 5A AND 6** to the draft Development Permit dated January 7, 2015. (CVE Estates) **ONLY** for the purposes of subdivision and related residential development of Phase 5a (32 lots) and Phase 6 (27 lots), acknowledging that future development permits continue to be required for other parts of the Lands and for other purposes, respectively. The development will be substantially in the form of the attached draft Development Permit.

OR

- iii) That Council review the report and subsequent to this review, table the Development Permit (File 2014-03-DP) for **ONLY THAT PART OF** property legally described as District Lot 24, Nelson District, Except Parts in Plans 21RW, 522E, 3130, 3268, 4222, 4661, , 4824, 4869, 6793, 6794, 11068, 12569, 13409, 13580, 13640, 14028, 15750, 23224, 19381, 19382, 19383, 20746, 21025, 22199, 23092, 23237, 23600, 23685, 24001, 24314, 24868, 25906, 26084, 26131, 26455, 26629, 26885, 27337, 27857, 29860, 30068, 30809, 32692, 35790, 36785, 35098, 50021, VIP64656, VIP65968, VIP65482, VIP67269, VIP71673, and except Parcel A (DD 27356N) and Parcel B (DD M7897) and except Parts in Plans VIP72020, VIP72022, VIP73804, VIP74156, VIP75434, EPP15708, EPP17313, EPP18594, and EPP20118 **AS SHOWN ON THE SCHEDULES A AND B AS PHASES 5A AND 6** to the draft Development Permit dated January 7, 2015. (CVE Estates) **ONLY** for the purposes of subdivision and related residential development of Phase 5a (32 lots) and Phase 6 (27 lots), and refer this Permit to the next meeting of the Advisory Planning Commission for their comments.

SUMMARY

A subdivision application has been received on the subject property to subdivide an area of northwest Cumberland into 32 lots which requires a Development Permit. The applicant has also included a future phase of 27 lots but has not made an application for subdivision for this next phase as yet. Both areas represent only a portion of the property and development permit applications have not been made for the remaining portions; under current bylaws, they are required for further subdivision and development.

Pursuant to the 'Official Community Plan Bylaw No. 990, 2014' the proposed development is subject to an Environmental Protection Area Development Permit (DPA #1), and an Wildfire Urban Interface Development Permit (DPA #4) as it is located on a property which is identified as an EPA and is affected by the Wildfire Urban Interface.

BACKGROUND

Site Description

Proposed subdivision phases 5a and 6 are situated near the western outskirts of the Village of Cumberland. Phase 5a is approximately 2.6hectares in size and Phase 6 approximately 1.8hectares. Established residential areas are present east of these portions of the subject

property, while heavily disturbed areas occur immediately to the north and west. Adjacent areas to the south of the site include young and mid-seral¹ forest interspersed with regenerating stands.

The sites possess a very subdued topography, with elevations within a few metres of the 180metres contour, placing it within the Very Dry Maritime Variant of the Coastal Western Hemlock biogeoclimatic Zone. The nearest sizeable freshwater lake, Maple Lake, is approximately 2.0kilometres to the northeast, while the nearest sizeable wetland is found roughly 500metres to the south, near the headwaters of Maple Creek.

Virtually the entire Phase 5A site has been cleared or otherwise disturbed, and no treed cover remains here. Similarly, the majority of the Phase 6 site (roughly 90%) encompasses disturbed ground. About two-thirds of the Phase 6 site, primarily in its central part, is comprised of disturbed and sparsely vegetated ground (Figure 2). This area, which averages about 50.0metres in width, is predominantly broken rock and stockpiled overburden. It supports a thin cover of weedy, pioneering forbs and shrub seedlings. The western end of the Phase 6 area is mostly Disturbed Grassland/Shrubland. This area features a relatively dense cover of invasive plants (e.g. Scotch Broom, Foxglove, Canada Thistle) interspersed with patches of native plants (e.g. Salal, Trailing Blackberry, and Bracken Fern).

Less than 10 % of the Phase 6 area supports Young Coniferous Forest. This plant community is restricted to the eastern and southern margins of the site. It occurs as a band ranging from 3.0metres to 10.0metres in width. Tree cover within this band is dominated by Western Red Cedar trees ranging up to 30.0centimetres in diameter and 16.0metres in height, with the occasional small Western Hemlock and White Flowering Dogwood tree. The understorey is comprised of juvenile conifers growing in association with Salal, Bracken Fern, and Dull Oregon Grape. Snags and large recumbent logs are largely absent from this forested remnant.²

Development Permit Guidelines

In the following pages, staff has prepared a list of the Development Permit guidelines as well as a description on how the Development Permit will meet or exceed the DP requirements. Note that the review is not for the entirety of the parent legal parcel but rather only the proposed subdivision Phases 5a and 6 areas; future development permits continue to be required for other parts of the Lands, and for purposes other than subdivision, alteration and construction of single family residential development for Phases 5a and 6 of the Coal Valley Estates residential development.

The black italicized text is the guideline from the OCP, the next column is staff comments along with recommendations on whether or not the proposal meets or exceeds the intent of the guideline.

¹ **Mid-seral:** shade intolerant species, primarily Douglas-fir trees and vine maple shrubs. These species typically follow the early seral species in natural succession. It should be noted that vine maple is not a native to Vancouver Island.

² Terrestrial Assessment for Proposed Phase 6 and 5a of Coal Valley Estates Development, Cumberland, prepared by Ursus Environmental Wildlife & Environmental Resource Consulting dated October 10, 2014

DP Language (<i>italic text</i>)		Discussion of how the clause meets or exceeds OCP guidelines	DP Condition #
10.1.5a	DPA#1 EP Guidelines—General requirements		
The primary function of the Environmental Protection Development Permit Area designation is to ensure that natural resources are protected, connectivity restored and maintained, and development impacts mitigated, including by allowing decision makers to have the ability to secure the necessary information and be able to place conditions on development.			
1.	Before any land clearing takes place, and before development design begins, an application for a development permit requires a biological site inventory (bio-inventory) according to the procedures described in <u>Develop with Care 2012–Environmental Guidelines for Urban and Rural Land Development in British Columbia</u> , Appendix B and amendments thereto, prepared by the Ministry of Forest Lands and Natural Resource Operations.	Prior to 2006, the subject lands were owned by a numbered BC Company who had removed all merchantable timber from the site. Subsequent to this, the property was purchased by Coal Valley Estates who made application to rezone to permit a multi-purpose development. Over the past several years the owners of the property have cleared and blasted in several areas in preparation for these next phases. At the time of the land clearing, it was determined that no ESA Development Permit was required as there was an exemption for developments which had a Comprehensive Development Agreement in place, as this one did. The new OCP which was adopted in June of 2014, added that an ESA DP as well as an Urban Wildfire Interface DP were required. A biological site inventory was conducted by Joe Materi, RPBio at Ursus Environmental and is summarized in his report dated October 10, 2014. (copies available from Planning) The investigation was done in accordance with the <u>Develop with Care 2014 Guidebook</u> (Ministry of FLNRO) and included an owl call playback survey. Ursus Environmental did find evidence of Western Screech-owl southwest of Phase 6 and recommends habitat improvements in the green-space of phases of the remainder of this development. No DP conditions were recommended within the Phase 5a and 6 areas.	N/A
2.	The bio-inventory should be prepared by a qualified professional biologist together with other professionals of different and relevant expertise, as the project warrants.	Meets intent of the OCP see information below	N/A

DP Language (<i>italic text</i>)		Discussion of how the clause meets or exceeds OCP guidelines	DP Condition #
10.1.5a	DPA#1 EP Guidelines—General requirements		
	<i>If wetlands and riparian areas exist within the development area, hydrologists and hydro-geologists should be consulted to ensure the proper hydrological function is maintained within these ecosystems.</i>	None exist in these Phases 5A and 6	N/A
	<i>A professional geoscientist should be consulted if there is erosion potential or slope instability.</i>	No potential for significant erosion potential or slope instability exists in these Phases 5A and 6. Geotech will confirm	N/A
	<i>The consultant or team of consultants should have an understanding of wildlife biology—especially for species at risk, geomorphology, environmental assessment, and development planning in British Columbia, specific expertise in the wildlife species, wildlife habitat, and ecosystems of the West Coast region is highly preferred.</i>	The following supporting documents were prepared by qualified professionals: Joe Materi, RPBio at <i>Ursus Environmental</i> conducted a terrestrial assessment • Qualified biologist Cindy Hannah, RPBio at <i>Strategic Natural Resource Consultants</i> conducted an aquatic ecosystems assessment • A geotechnical review was conducted by <i>Lewkowich Geotechnical Engineering Ltd</i> in 2006/2007. • A Stormwater Management Plan (SWMP) by <i>McElhanney Consulting Services Ltd (MCSL)</i> October 2014. This meets the intention of the guideline.	N/A
3.	<i>The bio-inventory shall:</i>		
a)	<i>Be in accordance with <u>Develop with Care 2012: Environmental Guidelines for Urban and Rural Land Development in British Columbia</u> (DWC) or most current edition, and with reference to Appendix B: Bio-inventory Terms of Reference.</i>	IN DWC it says to “enhance” not just replace. A memo received from Strategic Natural Resource Consultants Inc. dated December 19, 2014 outlined the areas for potential tree replacement replanting. This meets the intention of the guideline.	See 3(e)(ii)
b)	<i>Locate the parcel relative to watershed area(s) and describe the hydrological features of the parcel—including water shedding, collecting and conveyance areas.</i>	Geodetic elevation of the subject property ranges from approximately 160m to 211m. Although the property contains numerous undulations, a height of land generally bisects the property northwest by southeast. This height of land segregates overland flows to the Northern Upland and Southern Drainage Areas, as defined in the Village's 2000 Stormwater Management Plan. Present day overland flows from the area defined in this study as "existing catchment no. 1" have historically been tributary to the Northern Upland Drainage Area. Existing catchments 3, 4, and 5a form the	Catchment described in 3(f)(i), conveyance designed at subdivision

DP Language (<i>italic text</i>)		Discussion of how the clause meets or exceeds OCP guidelines	DP Condition #
10.1.5a	DPA#1 EP Guidelines—General requirements		
		headwaters of the Village's southern drainage area, and existing catchment no. 2 drains in a northwesterly direction, and is eventually intercepted by Perseverance Creek, and ultimately Comox Lake.³ An updated Stormwater Management Plan dated November 24, 2014 has been provided which describes the collecting and conveyance areas. Meets the intention of this guideline for these Phases 5A and 6.	
c)	<i>Examine the natural environmental features within the parcel—including rare and threatened plant communities, endangered species listed under the Provincial Wildlife Act and the Federal Species At Risk Act (SARA) and any identified critical habitats for those species, and other important habitat features.</i>	The Ursus Environmental report dated October 10, 2014 detected Western Screech Owl (an at-risk species) detections on the parent parcel. The detections were in excess of 200m (breeding setback) from the present phases 5A and 6. Meets the intention of this guideline.	N/A
d)	<i>Provide a description and map(s) showing the boundaries of Environmentally Sensitive Areas—including 30.0metres from the natural boundary of terrestrial areas, and 30.0metres from the natural boundary of watercourses, wetlands and lakes, and 30.0metres from the top of the bank of a watercourse, where a bank is within 15.0metres of the natural boundary of the watercourse). Determine the restricted development and buffer zones on the parcel through an explanatory, reference or legal survey plan prepared by a BC Land Surveyor that shows these boundaries (refer to Section 4, Table 4.1 <u>Develop With Care</u> for recommended target buffer distances for biodiversity conservation).</i>	None within these Phases 5A and 6.	N/A
e)	<i>Examine the impact of the proposed development on the soils, vegetation, watercourses, wildlife, and hydrology in all restricted development and buffer zones; and provide development pattern and servicing recommendations to minimize these impacts.</i>	None within these Phases 5A and 6.	N/A

³ McElhanney report dated June 27, 2008 pg17 of 27

DP Language (<i>italic text</i>)		Discussion of how the clause meets or exceeds OCP guidelines	DP Condition #
10.1.5a	DPA#1 EP Guidelines–General requirements		
f)	<i>Examine pre-development water quality and quantity on the site and provide mitigation and enhancement strategies to maintain pre development water quality and quantity for the restricted development zones and buffer areas.</i>	There are no restricted development zones or buffer areas in these Phases 5A and 6.	N/A
g)	<i>Examine the impact of the proposed development on the larger watershed area(s) including watercourses,</i>	The Stormwater Management Plan meets the guideline as it describes impacts on Maple and Perseverance watersheds.	N/A
	<i>habitat connectivity,</i>	This is not applicable as Phases 5A and 6 are outside the proposed biodiversity corridors identified in Map 5a: CVCS Priority Ecological Areas for Conservation: Lands of the Comox Valley Conservation Strategy-Nature Without Borders document 2nd ed.	N/A
	<i>water quality and quantity upstream and downstream,</i>	The Stormwater Management Plan meets the guideline as it recommends Low Impact Development (LID) strategies to promote onsite capture of runoff and groundwater recharge.	See DP 3(f)(i) & 3(f)(ii)
	<i>and possible cumulative hydrological impacts that may result;</i>	The Stormwater Management Plan meets the guideline as it recommends LID strategies to promote onsite capture of runoff and groundwater recharge.	N/A
	<i>and provide development pattern and servicing recommendations to minimize them.</i>	The development pattern was set prior to report.	N/A
h)	<i>Recommend appropriate timing of works associated with development in order to minimize impacts to wildlife during migration, breeding, birthing, and rearing seasons.</i>	Ursus Environmental did not identify any wildlife nesting or habitat within these phases. However, they did report detecting calls from Western Screech owls (breeding season is Mar15 to Aug31), however no nests were noted. Phases 5a and 6 are just outside the recommended 200m buffer zone for nests in rural areas.	N/A
4.	<i>The detailed bio-inventory is used to create the site plan. The site plan and development design must include:</i>		
a)	<i>Detailed drawings or plans clearly describing the proposed structures and the materials and type of construction to be employed, including a cross section of the proposed structure and its layout on the ground;</i>	A preliminary site plan has been provided as Schedules A & B of the draft Development. Further details will be provided at Building Permit stage. The current DP application is for subdivision and residential development within Phases 5a and 6 only, and further subdivisions will require additional development permit applications.	N/A

DP Language (<i>italic text</i>)		Discussion of how the clause meets or exceeds OCP guidelines	DP Condition #
10.1.5a	DPA#1 EP Guidelines—General requirements		
b)	<i>A detailed description of existing structures near the proposed structure or area of work;</i>	No structures were identified within the subject phases, however, there is the “fan house” on the adjacent lands which the Village is working to protect through the use of a section 219 of the <i>Land Title Act</i> covenant.	N/A
c)	<i>A detailed drawing or plan clearly describing any area of the removal of rock, gravel, or soil;</i>	Although land clearing and grubbing has been done, we assume that there will be further works before Final Grade is achieved. Final grading plans will be provided at subdivision.	N/A
d)	<i>The reason and purpose of the work;</i>	Purpose of the DP is for subdivision and residential development within Phases 5a and 6 only.	N/A
e)	<i>The name of the contractor, if any, who will do the work;</i>	Various contractors	N/A
f)	<i>Time required for completion in calendar days;</i>	The date for completion was not provided.	N/A
g)	<i>Any further information required by the Village to ensure compliance with this bylaw, including construction design or structural details of any part of the proposed works;</i>	No additional information requested.	N/A
h)	<i>A description of how environmental protection DPA requirements will be met, and how any issues identified in the bio-inventory will be mitigated, and how recommended mitigation measures will be achieved;</i>	See DP conditions.	N/A
i)	<i>Any replanting prescription for vegetation in disturbed areas that is prescribed by the bio-inventory report;</i>	A memo received from Strategic Natural Resource Consultants Inc. dated December 19, 2014 outlined the areas for potential tree replacement replanting.	See DP 3(e)(ii)
j)	<i>A copy of any applicable federal and provincial approvals.</i>	None noted	N/A
5.	<i>As a condition of the development permit and in accordance with the bio-inventory for the project, the Village may require monitoring of the development by a qualified professional such as a professional engineer or biologist.</i>	Monitoring during construction is not required given the conclusions that there is "low potential for rare flora and fauna" in the bio-inventory (terrestrial) assessment by <i>Ursus Environmental</i> .	N/A

DP Language (<i>italic text</i>)		Discussion of how the clause meets or exceeds OCP guidelines	DP Condition #
10.1.5a	DPA#1 EP Guidelines–General requirements		
6.	<i>Should damage occur to an environmentally sensitive area during development, the Village shall require, at the developer's cost:</i>		
	a)	<i>A Professional assessment and report on the damage incurred along with recommended mitigations;</i>	N/A
	b)	<i>Full mitigation and rehabilitation of the impacted ESA.</i>	
7.	<i>Development design must reflect the objectives and guidelines of the Standards and Best Practices for Instream Works, Land Development Guidelines for the Protection of Aquatic Habitat, Stormwater Management: A Guidebook for British Columbia, Develop with Care Environmental Guidelines for Urban and Rural Land Development in British Columbia (Section 3 - Guidelines for Ecosystems and Species Protection and Section 4), Access Near Aquatic Areas: A Guide to Sensitive Planning, Design and Management and other best management practices guides produced by the provincial government.</i>		N/A
8.	<i>Plan, design, and implement land development and subdivision in a manner that:</i>		
	a)	<i>Supports the maintenance and restoration of natural system functions including watercourse-and groundwater recharge; hydrology</i>	See DP 3(f)(i)
	b)	<i>Preserves natural features including soil, watercourses , groundwater, and native shrubs, groundcover and tree cover;</i>	See DP 3(f)(vi)(1-2)
	c)	<i>Maintains connectivity and linkages with adjacent sensitive ecosystems and other habitat areas and minimizes fragmentation;</i>	N/A

DP Language (<i>italic text</i>)		Discussion of how the clause meets or exceeds OCP guidelines	DP Condition #	
10.1.5a	DPA#1 EP Guidelines—General requirements			
	d)	<i>Protects endangered, threatened, or vulnerable species or plant communities by avoiding disturbance to sites where rare plants are growing and where rare natural plant communities occur;</i>	No such plants noted in 2007 report within these Phases 5a and 6.	N/A
	e)	<i>Maintains critical habitat structures such as old trees, snags, trees with cavities, and ephemeral wetlands.</i>	No wetlands in these Phases 5a and 6.	N/A
9.	<i>Retain mature vegetation wherever possible and incorporate it into the design of the project.</i>		There was no noted mature vegetation to retain within Phase 5a and Phase 6 boundaries. The subject property was previously a working forest, cleared by a previous and the current owner. However the memo received from Strategic Natural Resource Consultants Inc. dated December 19, 2014 outlined the areas for potential tree replacement replanting.	See DP 3(e)(ii)
10.	<i>Demonstrate that a diligent effort has been made in site design to:</i>			
	a)	<i>Preserve both the natural vegetation and tree ; or</i>	The proposed site design does not preserve the existing vegetation which is predominantly invasive weeds.	N/A
	b)	<i>Restore historical forest densities and hydrological function.</i>	The existing hydrologic function mimics pre-development conditions through the use of stormwater BMP strategies, to promote on-site capture of runoff and groundwater recharge. Properly employed, this approach will mitigate peak runoff rates, and provide qualitative treatment of runoff, prior to discharge.	See DP 3(f)(i) & DP 3(f)(ii)
11.	<i>Prevent disturbance of nesting sites and breeding areas. Animals must have access to the habitat that supports their reproduction in order to ensure future generations.</i>		There were no noted nesting sites and breeding areas within Phase 5a and Phase 6 boundaries. However, Western Screech owls (breeding season is Mar15 to Aug31), were detected although no nests noted.	N/A
12.	<i>Schedule work during times when impacts to wildlife will be minimal, including:</i>			
	a)	<i>Outside of known wildlife migration seasons;</i>	Not applicable to these Phases 5a and 6; requires in depth review for remaining portions of Lands.	N/A
	b)	<i>Outside of breeding, birthing, and rearing seasons (refer to Section 4 of 2012 <u>Develop with Care</u> Manual for breeding season least risk windows).</i>		

DP Language (<i>italic text</i>)		Discussion of how the clause meets or exceeds OCP guidelines	DP Condition #
10.1.5a	DPA#1 EP Guidelines—General requirements		
13.	<i>Preserve existing and potential connections to adjacent Terrestrial, Aquatic and Connectivity Areas by maintaining native shrub, groundcover and tree cover between habitats.</i>	This guideline will be largely achieved outside these phases and will be addressed in the future subdivision and/or development of the remainder of the Lands (which contains riparian and forested areas).	N/A
14.	<i>Prevent foreign material from entering into any restricted development areas, including—without limitation—greases, oils, gasoline, sediments, and other contaminants during and after the construction phase of the proposed development.</i>	There are no restricted development areas in Phase 5a and Phase 6, so special provisions are not anticipated to prevent introduction of foreign materials. However, sediment and erosion control will be required, monitored and enforced during construction and after. During construction through the Subdivision process and after during the building permit process.	See DP 3(f)(viii)
15.	<i>Design lighting on developments to provide the minimum necessary for safety purposes and to avoid light intrusion throughout the parcel.</i>	Ornamental streetlighting required as per Section 4(a)(i)(7) of the Village of Cumberland Subdivision and Development Bylaw No. 948, 2012 is required to meet dark sky specifications.	See DP 3(f)(ix)
16.	<i>Any fencing should be designed according to the guidelines described in <u>A Landowners Guide to Wildlife Friendly Fences: How to Build Fence with Wildlife in Mind</u>, Montana Fish Wildlife and Parks.</i>	The boundaries for Phase 5a and Phase 6 are outside the identified wildlife corridors and are not within a riparian area.	N/A
17.	<i>Manage rainwater in accordance with the Water Balance Model or the most recent integrated watershed management or rainwater policy and design manual. This includes managing rainwater on site and maintaining pre-development drainage flows.</i>	MCSL has prepared a Stormwater Management Plan (SWMP) that manages rainwater based on British Columbia Stormwater Planning Guidebook (BCSWPG) and <u>Beyond the Guidebook</u> .	N/A
18.	<i>Encroachment into the DPA by all development activities will not exceed that indicated in the site plan approved in the development permit. All development activities will avoid or minimize disturbance in the DPA beyond the building footprint. This may mean adjusting conventional practices with respect to locating machinery and stockpiles relative to excavations, use of hand labour as opposed to machinery, etc.</i>	The development area includes a 20m setback line from the west side of the Phase 5a and Phase 6 boundary to delineate the boundary for construction activity, as well as a temporary ditch to intercept surface runoff from the west.	See DP 3(b)

DP Language (<i>italic text</i>)		Discussion of how the clause meets or exceeds OCP guidelines	DP Condition #
10.1.5a	DPA#1 EP Guidelines—General requirements		
19.	<i>Prior to any development activity, the boundaries of restricted development and buffer zones identified in the bio-inventory will be clearly marked with a bright orange or other highly visible temporary fence with a minimum height of 1.2metres and supported by poles a maximum distance of 2.5metres from one another. This fence will remain in place throughout clearing, site preparation, construction, or any other form of disturbance.</i>	There are no restricted development boundaries identified to fence with high visibility temporary fencing.	N/A
20.	<i>Ensure that the roots of trees are protected during construction. The roots of mature trees typically extend from 1–3 times the height of the tree from the tree’s trunk and are found within 30.5a–38.1centimetres of the soil surface. Damage to these roots (especially in mature trees) can impede the tree’s ability to obtain water and nutrition and can cause it to fall or blow over. Communicate tree protection plans to everyone involved in the project.</i>	There are trees present at the south end of Phase 6 are proposed to be removed to provide building areas. During clearing, an arborist will identify those trees or root systems to be protected within the proposed Park area. In addition, the existing trees along the east boundary of Phase 5a and Phase 6, adjacent to the existing Phase 4 residential development, will be suitably marked for protection and retained during construction within a 3.0metre buffer.	See DP 3(e)(i)
21.	Any trail or pathway development must:		
	a) Minimize the impacts of recreational use on restricted development zones and adjacent natural areas and systems;	There are two proposed pedestrian walkways through Phase 5a and Phase 6 development, where one will be an emergency vehicle access route. None of these pathways encroach upon a sensitive area.	N/A
	b) Adhere to the Village’s trail and pathway design and construction practices for ESADP Areas;		
	c) Be designed to prevent motorized vehicle use to the maximum extent possible.		
22.	When establishing watercourse and riparian buffer zones, consider the needs of all species and not just fish. For example, SPEAs established using the Riparian Areas Regulation methodology focus on the needs of salmon and trout and may not adequately protect other species such as amphibians, birds, and small mammals.	The Phase 5a and 6 subdivision is not within the area of requirement for Riparian Area Regulation (RAR) methodology.	N/A

DP Language (italic text)		Discussion of how the clause Meets or Exceeds OCP Guidelines	DP Condition #
10.1.6.3	DPA#1 EP Guidelines– Connectivity Areas		
The Village boundaries have significant natural areas that support important plants and animal habitat and that sustain human health and social well-being. Some of these areas have been identified by various agencies in the form of inventories. This Development Permit Area is intended for the protection, conservation, and restoration of sensitive ecosystems that are fragile remnants of specialized ecosystems with high biodiversity. These areas are necessary to conserve and enhance ecosystem services, to sustain quality of life in the community, and to maintain and restore habitat connectivity for species movement.			
1.	The following requirements apply to all development permit applications in all Connectivity Areas.		
a)	Locate development within the parcel where it will cause the least impact to natural habitat and the movement of native fauna between adjacent areas.	The development parcel is adjacent to the existing residential development and will cause the least impact to native fauna movement between adjacent habitats. The development is outside the proposed biodiversity corridors identified in Map 5a: CVCS Priority Ecological Areas for Conservation: Lands of the Comox Valley Conservation Strategy-Nature Without Borders document 2nd ed.	N/A
b)	New road development within Connectivity Areas should be avoided to the maximum extent possible.	The extension of Kendal Avenue will be 20m wide as it is considered a “connector road” and Road E will be 18m.	N/A
c)	If new road development cannot be avoided, the length and width of road development must be minimized and:		
i)	Appropriate wildlife crossing infrastructure as determined by the mitigation measures described in the bio-inventory must be designed and installed, using best practices for mitigating the effects of roads on local species;	The bio-inventory did not identify wildlife crossing or mitigation measures for road crossing(s).	N/A
ii)	Establish Wildlife Traffic Zones with appropriate traffic warning signage and reduced speeds to mitigate dangers to the public and wildlife mortality threats.		
d)	The location of recreational trails and pathways shall be in accordance with current Best Management Practices in British Columbia, including but not limited to <u>Develop with Care 2012–Environmental Guidelines for Urban and Rural Land Developments in British Columbia</u> and <u>Environmental Best Management Practices for Urban and Rural land</u>	There are two pedestrian walkways planned for these phases 5a and 6. See #21 General Conditions in the table above.	N/A

DP Language (italic text)		Discussion of how the clause Meets or Exceeds OCP Guidelines	DP Condition #
10.1.6.3	DPA#1 EP Guidelines– Connectivity Areas		
		<i>Development (Section 3 Site Development and Management and Fact Sheet #5a-Parks).</i>	
e)	<i>To the maximum extent possible, the distribution and intensity of native vegetation and cover should be maintained throughout the property. The use of native and drought tolerant vegetation will be encouraged.</i>	The use of native and drought tolerant vegetation is required in public areas and encouraged in private areas.	See DP 3(f)(iii) & 3(f)(v)
f)	<i>Conserve trees in communities (groups of trees along with their associated understory) rather than isolating individual specimens. Groups of trees form a larger intact ecosystem and are more likely to maintain the important characteristics of the ecosystem over time than a few scattered trees. However, some ecosystems are characterized by or may contain some isolated trees and their conservation as well is important.</i>	Only 10% of the proposed development is currently forested, in the southern part of Phase 6, and it is young coniferous forest with bands depth ranging from 3m to 10m, and 30cm diameter. The memo received from Strategic Natural Resource Consultants Inc. dated December 19, 2014 outlined the number of trees and areas for potential tree replacement replanting.	See DP 3(e)(ii) & 3(f)(v)
g)	<i>Restore native vegetation where it has been disturbed. The Village encourages applications that restore and enhance disturbed sensitive ecosystems to a natural condition.</i>	The memo received from Strategic Natural Resource Consultants Inc. dated December 19, 2014 outlined the number of trees and areas for potential tree replacement replanting.	See DP 3(e)(ii) & 3(f)(v)

DP Language (italic text)		Discussion of how the clause Meets or Exceeds OCP Guidelines	DP Condition #
10.4.5a	Wildfire Guidelines		
<i>This Development Permit Area is applicable to lands that may be susceptible wildfire.</i> <i>The Village contains large forested areas. These tracts of forest create an interface with adjacent residential, areas, and most areas are actively used for recreation. There are many residential properties that are immediately adjacent or very close to the forested areas on public lands/parks. Some neighbourhoods also have limited road systems and access and evacuation routes could be affected.</i> <i>The lands identified as Interface Wildfire Risk are designated a hazardous condition development permit area in order to protect buildings and properties near interface boundaries from heat radiation, direct flame contact or airborne embers produced by interface wildfires.</i> <i>Lands that have the potential to be susceptible to wildfire are identified in the Plan area. The development of land may create potential danger to lives and property as well as environmental damage. In order to minimize the hazard potential of these areas and to minimize environmental damage, the construction of buildings or structures or the subdivision or significant alteration of land requires regulation.</i>			
1.	A Development Proposal shall be submitted with a Development Permit application and should generally include the following information, in the form of plans or written documents:		
a)	A detailed site plan identifying areas susceptible to Wildfire Urban Interfaces;	The attached plan Schedule B shows a site plan underlain to show the existing Wildfire Urban Interfaces, as well as the location of watercourses, existing natural vegetation and on-site topography as of October 2014. There are no existing buildings within the proposed Phases 5a and 6. The proposed residential lot layout is shown and the buildings will conform to zoning setbacks. The assessment of the existing natural vegetation, including identification of areas where tree removal or alteration of land may occur as a result of development, are presented in biological site inventory prepared by Joe Materi, RPBio at Ursus Environmental. The variance rationale to reduce the FireSmart Priority Zone 1 clearing requirements to 7.0m from 10.0m at the north and south ends of the proposed Phase 5a and Phase 6 are presented in the letter from K. Lefebvre, RPF at Strategic Natural Resource Consultants, dated November 14, 2014.	See DP Schedule B
b)	The location of watercourses, existing natural vegetation and, on-site topography;		None within these phases
c)	An assessment of existing natural vegetation, including identification of areas where tree removal or alteration of land may occur as a result of development;		See Ursus Report
d)	A detailed site plan illustrating existing and proposed buildings and structures.		No buildings at this time

DP Language (italic text)		Discussion of how the clause Meets or Exceeds OCP Guidelines	DP Condition #
10.4.5a	Wildfire Guidelines		
2.	<i>The assessment shall include recommendations on mitigation strategies with respect to the hazard.</i>	The mitigating strategies to reduce threat of wildfire are in accordance with the DPA#4 document.	See DP 3(f)(vi)(1-10)
3.	<i>The guidelines in the Homeowners FireSmart Manual, BC Edition, 2004, Province of British Columbia, as the same may be amended or replaced from time to time shall apply to the Wildfire Urban Interface Areas identified on Map H as follows:</i>		
a)	<i>In Priority Zones 1 (within 10.0metres from structures), remove fuel and convert vegetation to fire resistance species to produce an environment that does not support combustion;</i>	Setbacks from structures for Priority Zone 1, are shown on the attached Schedule B. The property north is private land that is forested and the proposed land use at the south end of Phase 6 is zoned for a park/green space, thus a professional forester at <i>Strategic Natural Resource Consultants</i> (SNRC) was consulted. Their assessment indicates that the investigated adjacent “wildlands” were at low risk for wildfire spread and the development was designed for quick emergency response and several preventative measures to mitigate risk of wildfire spread. SNRC supports the variance to reduce the FireSmart Priority Zone 1 provided that the 7m radius around the constructed home is converted to manicure lawn, concrete or other non-combustible materials. The clearing and pruning requirements for Priority Zones 2 and 3 were removed, due to the assessed low risk, with the recommendation the interface be revaluated when the canopy closure in the conifer stand occurs. They also highlight that there is a large slash pile on the adjacent private property to the north that should be disposed of in a safe manner; and the developer is making arrangements to remove the pile from their neighbours' property.	See DP 3(f)(vi)(2)
b)	<i>In Priority Zones 2 (10.0–30.0metres from structures), increase fuel modified area by reducing flammable vegetation through thinning and pruning and produce an environment that will only support low-intensity surface fires;</i>		None this phase
c)	<i>In Priority Zones 3 (30.0–100.0metres or greater from structures), eliminate the potential for a high-intensity crown fire through thinning and pruning, thereby slowing the approach of a fire approach towards structures;</i>		None this phase
d)	<i>Class ‘A’ or ‘B’ Fire resistant roofing materials are required as a minimum standard;</i>		See DP 3(f)(vi)(3)
e)	<i>Non-combustible siding materials are required on building façades that directly face interface areas</i>		See DP 3(f)(vi)(4)
f)	<i>Roof vents should be closed in and screened;</i>		See DP 3(f)(vi)(5a)
g)	<i>Heavy timber construction, fire-retardant treated materials and other non-flammable materials are required for decks and railings that directly face interface areas;</i>		See DP 3(f)(vi)(6)
h)	<i>Chimneys should have approved spark arrestors;</i>		See DP 3(f)(vi)(7)
i)	<i>Vegetation should be cleared 3.0metres back from power lines and propane tanks.</i>		See DP 3(f)(vi)(8)

DP Language (italic text)		Discussion of how the clause Meets or Exceeds OCP Guidelines	DP Condition #
10.4.5a	Wildfire Guidelines		
4.	<i>Subdivisions should be designed to provide adequate access for evacuation and fire control including the movement of emergency response vehicles. The number of access points and their capacity should be based upon the potential vehicle and housing density of the subdivision and lands beyond.</i>	The proposed asphalt road and connections to existing road network are adequate for evacuation and access for emergency response vehicles. There is access to the existing gravel roads on the site. Paved turnarounds will be required at the ends of each of “stub” ends of roads in each of Phases 5a and 6. Within this phase the continuation of Kendal Avenue is proposed to loop to join with Penrith Avenue during later phases of the subdivision. At the present time, the “road” has been gravelled and will be used for emergency use only. It currently has a locked gate at the southern end. This meets the intention of the guideline.	See DP 3(f)(iv)
5a.	<i>Wherever possible, pursue opportunities for large setbacks (10.0metres minimum) between new buildings and forested areas (urban-interface boundary).</i>	The zoning setbacks from most of the proposed lots would place buildings further than the required 10.0m to the forest interface. However there are eight lots at the north end of Phase 5a that are closer than the 10.0m setback to the forest interface, and there are two lots at the south end of Phase 6, whose side lots are closer than the 10.0metre setback to a forest interface.	See Schedule B
		1. The report from <i>Strategic Natural Resource Consultants</i> recommends a 7.0metre setback is suitable on these lots given certain conditions.	
		a) A 7.0m radius around the constructed home shall be lawn, concrete or other non-combustible materials.	See DP 3(f)(v)(2)
		b) All requirements in the OCP	See DP 3(f)(v)(3-8)
		2. Due to the low risk rating of the adjacent undeveloped property, no pruning or thinning is recommended at this time for Priority Zones 2 and 3.	No condition required
		3. The large slash pile 50m to the north of the Phase 5A development is to be disposed/removed in a safe manner that does not put the surrounding area at risk of	See DP 3(f)(v)(9)

DP Language (italic text)		Discussion of how the clause Meets or Exceeds OCP Guidelines	DP Condition #
10.4.5a	Wildfire Guidelines		
		wildfire (i.e. transporting the debris to an alternate site, chipping, burning in accordance with the Open Burning Smoke Control Regulation, etc).	
		4. The Wildland Interface Wildfire Threat is to be re-evaluated by a Qualified Registered Professional when canopy closure occurs in the conifer stands adjacent to the north end of the Phase 5a development and the south end of the Phase 6 development.	See DP 3(f)(v)(9)
6.	<i>Direct road access should be provided to forested lands abutting new subdivisions to provide both access for emergency response vehicles and offer a fuel break between the forested lands and the subdivision. Fire hydrants should be located in close proximity to forested lands abutting subdivisions.</i>	The ends of proposed road will allow for access the abutting forested lands, and fire hydrants will be in close proximity to the ends of the road.	See DP 3(a)(iv)
7.	<i>The sequence and timing of development approved by the permit may be specified in the permit to ensure the development does not occur during periods of high fire hazard.</i>	The timing of the development has not been determined, though construction in the Priority 1 variance zone shall be limited during periods of high fire hazard.	See DP 3(f)(vi)(1)
8.	<i>A fuel hazard assessment including recommendations for mitigating these hazards should be prepared. These recommendations should be applied to the permit for these properties including specifying areas that must remain free of development.</i>	A fuel hazard assessment was conducted K. Lefebvre, RPF at <i>Strategic Natural Resource Consultants</i> , and is presented in the attached letter from dated November 14, 2014. They concluded that the adjacent forested lands indicates there at low risk for wildfire spread and the development was designed for quick emergency response and several preventative measures to mitigate risk of wildfire spread.	None required

FINANCIAL IMPLICATIONS

Peer review

Pursuant to Bylaw 1008, a fee to reimburse the Village (at cost) for Peer Review of (such as but not limited to) legal, engineering, environmental, architectural plans, studies, and/or documents. The owner has been advised in writing of the amount outstanding and has provided with an accounting of the costs incurred. Payment of these fees will be a condition that will be met prior to granting the permit. The amount of this charge is \$184.63 as of December 31, 2014.

STRATEGIC OBJECTIVE

Undertake Comprehensive Community Planning.

ATTACHMENTS

Copy of draft Development Permit.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS

Public Notification

1. Pursuant to the requirements of Bylaw No. 1008, the applicant's agent held a Public Meeting on December 5a, 2014. The meeting was advertised in a local paper and notices were hand-delivered and mailed to owners and occupiers. Eleven people attended. Written comments received have been paraphrased below. A copy of the meeting notes is available upon request.
 - Create a walkway/wildlife corridor/fire road/drainage area between Westwood subdivision and proposed subdivision (received from 3 people)
 - More areas for parking for new houses
 - Community parks in new areas
 - Covenants to keep big trees especially on new lots
 - Green space (buffer) at property lines
 - A hydrology report as requested by last Council. Drainage has been a problem since logged, must be resolved
 - Mature tree roots must be adequately protected
 - Green space left undeveloped (not grass)
 - Drainage concerns at the base of the hill, how is CVE protecting the downhill residents from flooding?
 - Wants assurance that the mature trees will be protected during blasting and construction
 - Wants assurance that all greenspace agreements are honoured
 - Wants natural terrain incorporated into development
 - Wants downlighting on streets
 - Asks where community parks are within the new development
 - Wants secondary access for emergency services
 - Lots are too small to accommodate the average vehicle/RV needs
2. Pursuant to the requirements of the *Local Government Act*, notice of Council consideration of this Development Permit was mailed to adjacent landowners on December 3, 2012 and at the time of writing this report, no comments or concerns had been received by staff.

3. Referral

Council may:

- a) Further to the section 5a of the *Advisory Planning Commission Bylaw No 999, 2014*, Council may wish to refer this application to the APC for their comments.
- b) Further to the section 8 of the *Corporation of the Village of Cumberland Heritage Commission Bylaw No. 824, 2006*, Council may wish to refer this application to the Heritage Commission for their comments.

CONCURRENCE

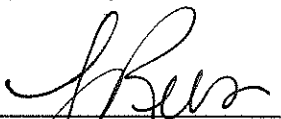
Rob Crisfield, Manager of Operations

Michelle Mason, Chief Financial Officer

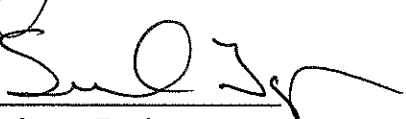
OPTIONS

- i) Grant the Permit as attached.
- ii) Table the Permit and refer it to the Advisory Planning Commission.
- iii) Deny the Permit (reasons required to allow applicant to know how to make revisions to obtain approval).
- iv) Any other action deemed appropriate by Council.

Respectfully submitted,



Joanne Rees
Planner



Sundance Topham
Chief Administrative Officer



OWNER: Coal Valley Estates Ltd. Inc. No. 0708223

OF: #2 – 45953 Airport Road, Chilliwack, BC V2P 1A3

1. This Development Permit (2014-03-DP) is issued subject to compliance with all of the bylaws of the Village of Cumberland applicable thereto, except as supplemented by this permit for the purposes of subdivision and alteration and construction of single family development for Phases 5a and 6 of the Coal Valley Estates residential development identified in the attached Schedules A & B.
2. This Development Permit applies to and only to a portion of those lands within the Village of Cumberland described below:

Legal Description: District Lot 24, Nelson District, Except Parts in Plans 21RW, 522E, 3130, 3268, 4222, 4661, , 4824, 4869, 6793, 6794, 11068, 12569, 13409, 13580, 13640, 14028, 15750, 23224, 19381, 19382, 19383, 20746, 21025, 22199, 23092, 23237, 23600, 23685, 24001, 24314, 24868, 25906, 26084, 26131, 26455, 26629, 26885, 27337, 27857, 29860, 30068, 30809, 32692, 35790, 36785, 35098, 50021, VIP64656, VIP65968, VIP65482, VIP67269, VIP71673, and except Parcel A (DD 27356N) and Parcel B (DD M7897) and except Parts in Plans VIP72020, VIP72022, VIP73804, VIP74156, VIP75434, EPP15708, EPP17313, EPP18594, and EPP20118, **BUT ONLY THAT PART AS SHOWN ON THE SCHEDULES A AND B AS SHOWN ON THE SCHEDULES A AND B AS PHASES 5A AND 6** to the of this Permit dated January 7, 2015.

Folio: 516 000394.545 (portion)

PID: 008-634-264 (portion)

Civic Address: Kendal Avenue

3. The land described herein shall be developed strictly in accordance with the following terms and conditions and provisions of this permit:
 - a) The subdivision of Phases 5a and 6 must be completed substantially in compliance with Schedules A and B dated January 7, 2015 attached to this Permit.
 - b) The development area includes a 20.0metre setback line from the west side of the Phase 5a and Phase 6 boundary to facilitate construction activity (see Schedule B) as well as a temporary ditch to intercept surface runoff from the west. The development activities must not exceed this boundary.

- c) The subdivision design shall provide adequate access for evacuation and fire control including the movement of emergency response vehicles.
- d) Direct road access should be provided to forested lands abutting new subdivisions to provide both access for emergency response vehicles and offer a fuel break between the forested lands and the subdivision. Fire hydrants shall be located in close proximity to ends of the roads in these subdivision Phases 5a and 6.
- e) **Required before Permit is issued:**
 - i) Prior to construction of the subdivision of that phase, the existing trees along the east boundary of Phase 5a and 6 shall be suitably marked for protection and retained during construction within a 3.0metre buffer with a high visibility type of fencing. Those properties affected are highlighted on Schedule B of this Permit.
 - ii) A tree replacement and implementation plan shall be prepared to the satisfaction of the Village in accordance with the memo provided by Strategic Natural Resources dated December 19, 2014.
- f) **Required after Permit is issued:**
 - i) Each lot in each phase must be investigated by a registered professional for the feasibility of installing the infiltration drainage systems contained in the Stormwater Management Plan prepared by McElhanney dated November 24, 2014.
 - ii) Catchbasins in each phase will have the infiltration drainage and silt catchment systems contained in the Stormwater Management Plan prepared by McElhanney dated November 24, 2014.
 - iii) The use of native and drought tolerant vegetation is required in public areas and encouraged in private areas.
 - iv) There are trees present at the south end of Phase 6 that are proposed to be removed to provide building areas. Prior to clearing, an arborist will identify those trees or root systems to be protected within the proposed Park area.
 - v) The tree replacement plan will be implemented within Phases 5a and 6 to the satisfaction of the Village.
 - vi) The Priority 1 FireSmart setback to a forest interface is reduced to 7.0metres for lots identified as being Phase 1 Lots 15, 16, 25-32 and Phase 6 Lot 1 and highlighted in red on the attached Schedule B. The following conditions apply:
 - 1) Construction shall be limited during periods of high fire hazard;
 - 2) A 7.0m radius around the constructed home shall be manicured lawn, concrete or other non-combustible material;

- 3) Class 'A' or 'B' Fire resistant roofing materials are required as a minimum standard;
 - 4) Non-combustible siding materials are required on building façades that directly face interface areas;
 - 5) Roof vents should be closed in and screened;
 - 6) Heavy timber construction, fire-retardant treated materials and other non-flammable materials are required for decks and railings that directly face interface areas;
 - 7) Chimneys should have approved spark arrestors;
 - 8) Vegetation should be cleared 3.0metres back from power lines and propane tanks.
 - 9) The large slash pile 50.0metres to the north of the Phase 5a and 6 development is to be disposed/removed of in a safe manner that does not put the surrounding area at risk of wildfire (i.e. transporting the debris to an alternate site, chipping, burning in accordance with the *Open Burning Smoke Control Regulation*, etc).
 - 10) The Wildland Interface Wildfire Threat is to be re-evaluated by a Qualified Registered Professional when canopy closure occurs in the conifer stands adjacent to the north end of the Phase 5a development and the south end of the Phase 6 development.
- vii) Each lot must provide 300.0millemetres of amended topsoil to their lots prior to occupancy as per the following:
- 1) Lawn areas: topsoil should meet or exceed MMCD specification for growing medium with the organic component to be 8%; and
 - 2) Planters, shrub, and groundcover areas: topsoil should meet or exceed MMCD specification for growing medium with the organic component to be 8% to 15%.
- viii) Sediment and erosion control will be required, monitored and enforced during construction and after. During construction through the Subdivision process and after, during the building permit process.
- ix) Ornamental streetlighting required as per Section 4(a)(i)(7) of the Village of Cumberland Subdivision and Development Bylaw No. 948, 2012 is required to meet dark sky specifications.
- g) All other development activities may require additional development permits, in accordance with applicable laws and bylaws.

4. Security

None required

5. Expiry

Subject to the terms of the permit, if the Owner of this Development Permit does not substantially start any construction with respect to which the permit was issued within 2 years after the date it is issued, the permit lapses.

6. Timing and Sequencing of Development

This development is under the auspices of a Phased Development Agreement registered on title as document CA3256825 which expires in 2028.

7. List of Reports or Plans attached as Schedules

McElhanney report in support of Rezoning Application and OCP Amendment Required Background Studies dated June 27, 2008 pg17 of 27

Terrestrial Assessment for Proposed Phase 6 and 5a of Coal Valley Estates Development, Cumberland, prepared by Ursus Environmental Wildlife & Environmental Resource Consulting dated October 10, 2014

Stormwater Management Plan Remainder DL 24, Nelson District prepared by McElhanney dated November 24, 2014.

Rationale to Vary the Village of Cumberland's Development Permit Area Guidelines DPA#4 Wildfile Urban Interface prepared by *Strategic Natural Resource Consultants* dated November 14, 2014

Coal Valley Estates Phases 5a and 6 Aquatic Ecosystems prepared by *Strategic Natural Resource Consultants* dated October 7, 2014

8. Contaminated Sites Regulation

This permit is issued pursuant to the requirements of the *Environmental Management Act*, whereby the Owner has completed a "Site Declaration" for the subject property.

9. This Permit is not a Building Permit.

CERTIFIED as the **DEVELOPMENT PERMIT** granted by resolution of the Council of the Corporation of the Village of Cumberland on the ____ day of ____, 2015 and issued on the ____ day of ____, 2015 (*the Council grants the permit, and senior staff shall issue the permit when all the conditions have been met, such as the landscaping bond, etc*)

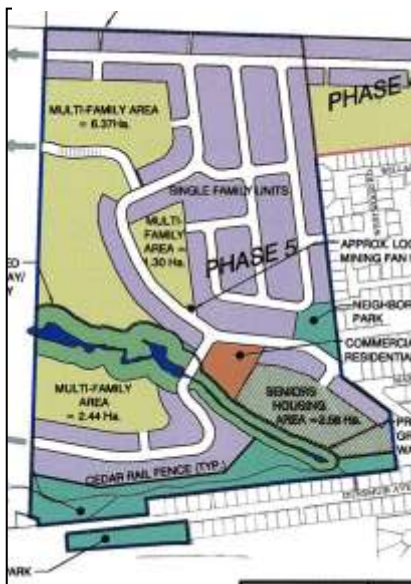
Corporate Officer

Schedule A

Phase 5a

Phase 6

Map of Concept Plan of
Development from CDA

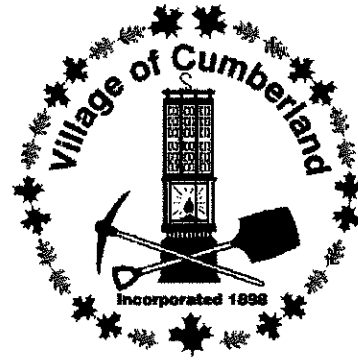


Drawing date January 7, 2015

Schedule B



COUNCIL REPORT



REPORT DATE: January 6, 2015
MEETING DATE: January 12, 2015

TO: Mayor and Councillors
FROM: Judith Walker, Senior Planner
SUBJECT: The Waverley Hotel & Pub:
Application for Heritage Alteration Permit & Development Variance Permit

RECOMMENDATION

- i) THAT Council refer the above application to the Advisory Planning Commission and the Heritage Commission.

SUMMARY

The current application includes a Heritage Alteration Permit to permit an addition to the Waverley Hotel & Pub (2692 Dunsmuir Avenue) and includes a Development Permit requesting a variance to the parking requirements. The addition proposes to include a new kitchen and storage space for the hotel and pub, and new ground level commercial space (on Dunsmuir) and two upper storey residential/office units. The applicant is expecting the application to be considered by Council as soon as possible as construction is proposed for spring of 2015. Council must direct staff if they wish the application to be referred to the Advisory Planning Commission and/or the Heritage Commission, according to the respective bylaws.

The applicant must receive approval of the HAP and DVP prior to proceeding with a building permit.

BACKGROUND

Advisory Planning Commission

According to Section 5 of the *Advisory Planning Commission Bylaw No. 999, 2014*, Council may choose to refer this application to the APC.

The APC (five members) has been established but has not met. The first meeting is scheduled for January 19th as an orientation workshop conducted by Lui Carvello, planner and lawyer. No business is expected to occur at that workshop and a date will need to be arranged as soon as possible to review this application, if Council directs. Comments from the APC will then be incorporated into the staff report to Council for their consideration of the HAP and the DVP at a future meeting.

Heritage Commission

According to Section 8 of the *Corporation of the Village of Cumberland Heritage Commission Bylaw No. 824, 2006*, Council may wish to refer this application to the Heritage Commission for their comments.

The Heritage Commission was established in 2014. The next scheduled meeting is January 19th, for a planning workshop conducted by Lui Carvello. No business is expected to occur at that workshop and the next regular meeting date would be Monday February 2. Comments from the HC will then be incorporated into the staff report to Council.

Please note that depending on members' availability, it may be difficult to schedule meetings of the APC and the HC and receive comments for inclusion into staff reports prior to mid to late February.

CONCURRENCE

Rachel Parker, Deputy Corporate Officer



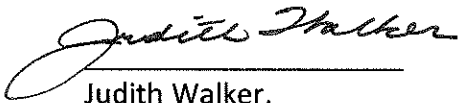
STAFF RECOMMENDATION

Due to the fact that the Waverley proposal would be a significant addition in the Heritage Conservation Area of the Village, staff recommends that the Heritage Alteration Permit and the Development Variance Permit application be referred to the Advisory Planning Commission and the Heritage Commission.

OPTIONS

- ii) THAT Council refer the above application to the Advisory Planning Commission and the Heritage Commission, and direct staff to carry the referral out; or
- iii) Any other action deemed appropriate by Council.

Respectfully submitted,

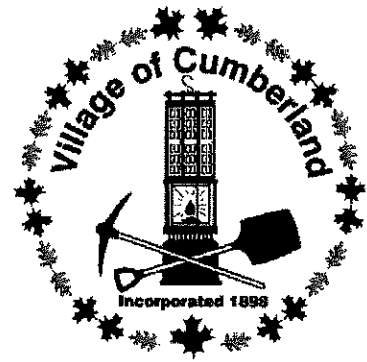


Judith Walker,
Senior Planner



Sundance Topham
Chief Administrative Officer

COUNCIL REPORT



REPORT DATE: December 15, 2014

MEETING DATE: January 12, 2015

TO: Mayor and Councillors

FROM: Joanne Rees, Planner

SUBJECT: Carlisle Lane Subdivision – Naming the Park

FILE: 2013-04-SV

DEVELOPER: Dale and Shirley Querin

OWNER: Village of Cumberland

CIVIC ADDRESS: 2917 Ulverston Avenue

RECOMMENDATION

- i) THAT Council receive the "Carlisle Lane Subdivision – Naming the Park" report dated December 15, 2014.
- ii) THAT Council accept the Developer's chosen name of "Ravenwood" for the park dedicated as part of subdivision EPP39735 (Carlisle Lane Phase 1).

SUMMARY

In accordance with the Parks & Greenways Parks Master Plan Bylaw No. 998, 2014, "*parkland dedicated as a result of subdivision may be named by the developer/owner, subject to the approval of Council.*" The Developer of the Carlisle Lane subdivision is proposing that the park be named Ravenwood, for the number of ravens that inhabit the park.

BACKGROUND

In addition to the presence of ravens, "Ravenwood" is also a name found in the Cumbria area of northern England's "lakes district". This name is consistent with the current names of most streets in the Village, which are also from the same area.

For these reasons, staff recommends that Council adopt the name "Ravenwood" as the park dedicated as part of the Phase 1 of the Carlisle Lane subdivision.

FINANCIAL IMPLICATIONS

None

STRATEGIC OBJECTIVE

None

ATTACHMENTS

1. Map of Plan EPP39735 showing park location – For information only

CONCURRENCE

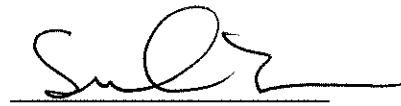
Rob Crisfield, Manager of Operations

OPTIONS

- i) Receive the "Carlisle Lane Subdivision – Naming the Park" report dated December 15, 2014.
- ii) Accept the Developer's chosen name of "Ravenwood" for the park dedicated as part of subdivision EPP39735 (Carlisle Lane Phase 1).
- iii) Any other action deemed appropriate by Council.

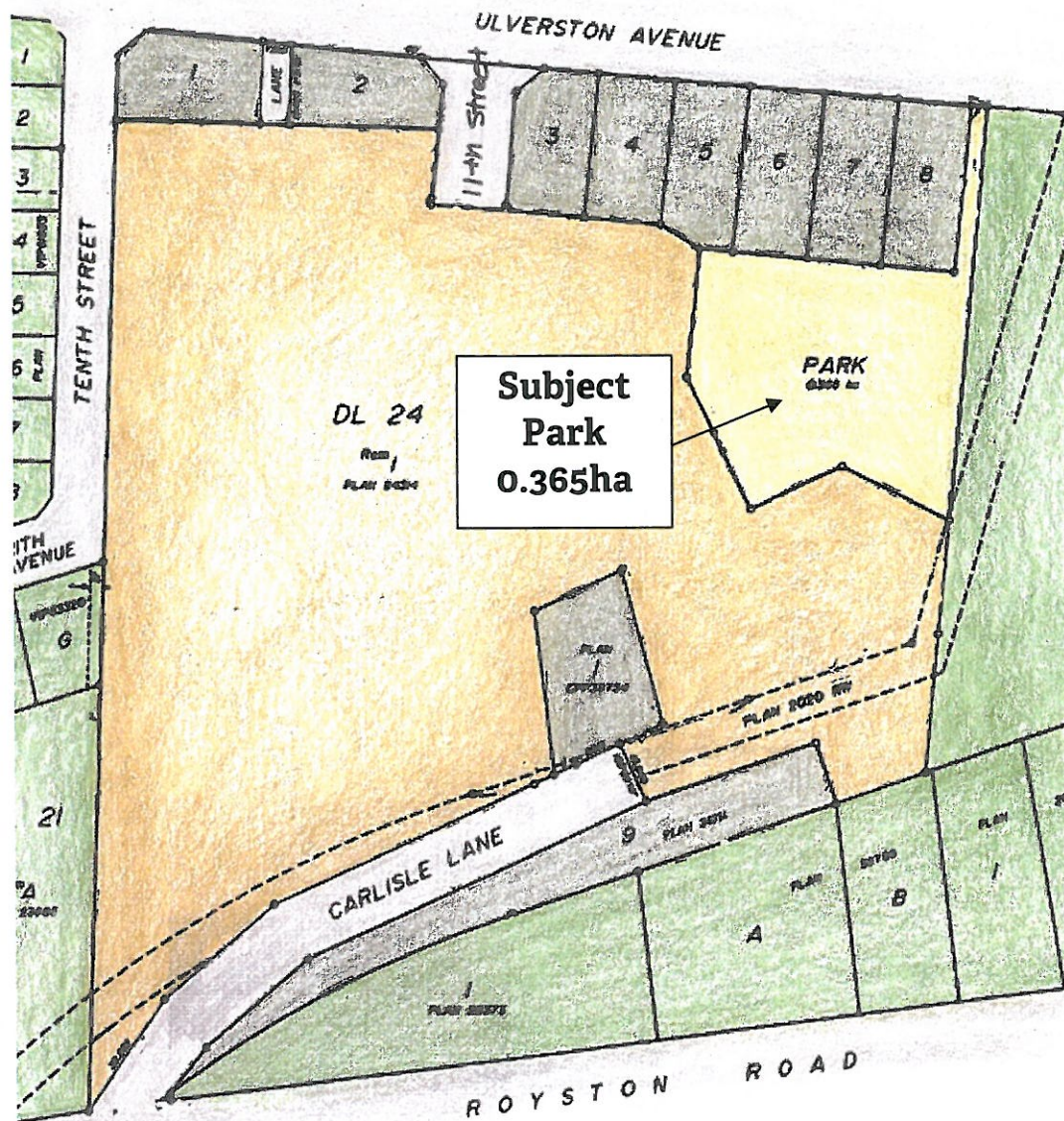
Respectfully submitted,



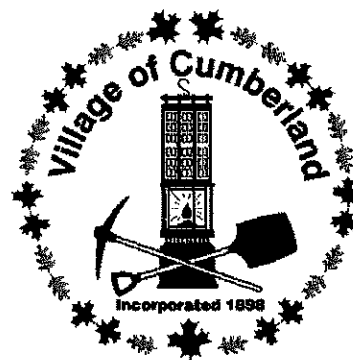
Joanne Rees
Planner

Sundance Topham
Chief Administrative Officer

Park Location – Carlisle Lane Phase 1



COUNCIL REPORT



REPORT DATE: January 5th, 2015
MEETING DATE: January 12th, 2015

TO: Mayor and Councillors
FROM: Kevin McPhedran, Parks and Outdoor Recreation Coordinator
SUBJECT: Skateboard Park Project: Province of BC *Job Creation Partnership* Funding Opportunity

RECOMMENDATION

- i) THAT Council receive the "Skateboard Park Project: Province of BC *Job Creation Partnership* Funding Opportunity" report for information.
- ii) THAT Council commit to covering any shortfalls in funding required for the Skateboard Park Project: Province of BC *Job Creation Partnership* 2015 funding opportunity, up to \$102,000;
- iii) AND THAT these funds come from the applicable investment interest associated with the skateboard park project reserve fund and landfill host community agreement amenity funds.

SUMMARY

The Cumberland Community Schools Society has an opportunity to apply for up to \$160,000 in capital funding from the Province of BC for the skatepark, tennis and basketball court project in Village Park. However, this funding is conditional on project construction being completed in 2015. Current project cost estimates are approximately \$600,000. With the additional \$160,000 in potential provincial grant funding, on top of the existing \$338,000 allocated to date, an additional \$102,000 in funding is required in order to meet the fundraising goal. This number would be offset by ongoing fundraising and potential in kind donations. Should the Village commit now to covering this funding shortfall during the 2015 budgeting process, the provincial grant application process may proceed, which – if successful – would result in a high likelihood that construction of the new skatepark, tennis and basketball facilities would proceed in 2015.

BACKGROUND

The Village is currently working with Outlook Land Design and Spectrum Skateparks to develop detailed plans and engineered construction drawings for new skateboard, tennis and basketball facilities in Village Park. The Village has partnered with the Cumberland Community Schools Society (CCSS) – who have formed an internal Skatepark Committee – for the project, with the fall 2013 Memorandum of Understanding outlining the structure, roles, and responsibilities in the partnerships (see attached).

As part of their contribution to the project, the CCSS has been actively fundraising, including by hosting community fundraising initiatives and applying for available grants. One such grant the CCSS is in pursuit of, with Village support, is the Province of BC's *Job Creation Partnership* program. While the program, and associated funding opportunities, is complex, it can be summarized as follows:

- The overall purpose of the program is to provide employment and skill development opportunities for British Columbians by funding wages for eligible "clients";
- Where projects that meet the program's eligibility requirements require additional capital funding to proceed, the program may also contribute capital funds.

For the skatepark project, it is the CCSS's intention to submit a final application whereby they will employ "clients" in the program on youth and skatepark-related projects, including construction labour. As a component of the application, \$160,000 has been requested (the maximum allowed under the grant restrictions) for capital costs in order to ensure the project proceeds within the employment timelines of the "clients" work experience. The capital funding would then be turned over to the Village as per terms of the MOU, while the development of work plans and supervision of work experience participants would remain the responsibility of the CCSS. The Village will also need to work closely with the CCSS to ensure that employment experience opportunities are provided for the JCP clients in park construction (i.e. ensuring that construction tenders issued have clauses that require the prime contractor to fulfill such commitments).

Recent discussions with the province's grant administrators indicate that they require certainty that construction will proceed in 2015 prior to approving the grant, thereby ensuring the candidates have an opportunity to gain the construction experience and skills as outlined in the CCSS's application. Furthermore, in order to rationalize the \$160,000 capital grant, the province is requesting that two JCP clients begin an eight month term early in 2015 (approximately early March) with these clients focusing on youth programming (including skatepark programming) and raising the profile of the project. Meanwhile, an additional two JCP clients would work for three months during the construction of the facilities for a total of 22 months of cumulative employment opportunities created by the project.

Based on the best available estimates at this juncture in the design process, the current construction budget is estimated to be \$600,000. With the existing \$338,000 in project funding in place, in addition to the potential \$160,000 in provincial grant money, an additional \$102,000 in funding is required in order for construction to proceed. If Council chooses to commit to allocating an additional \$102,000 to the project during the 2015 budget process, subject to the province granting the CCSS \$160,000 in capital funds, staff would be in a position to issue a tender for construction in spring 2015, with construction proceeding in summer or early fall.

Funding and Budgetary Details

The \$600,000 preliminary budget estimate is based on the latest project costs as per information that has become available during the ongoing design process. Note that detailed project budget estimates will be provided by Outlook Land Design as one of their deliverables of their design and engineering contract, scheduled for completion in March 2015.

While earlier in the project staff were using the *2013 Village Park Master Plan* estimate of \$482,000 as a project fundraising goal, new information has become available that has resulted in higher estimates. Most importantly, a geotechnical analysis of the site has been conducted, resulting in new information regarding the existing subsurface materials – imported, geotechnically unsound fill (including burnt organics, coal waste and miscellaneous materials such as glass and metal) – explaining why the existing basketball and tennis facilities are uneven and cracked. As a result of this finding, significant amounts of structural (engineered) fill will have to be imported to the site to ensure the new facilities are constructed on stable material and to a suitable standard. Directly related to this is higher estimates have resulted from a decision to construct a new tennis court (as opposed to refurbish the existing court as per the master plan). This decision was based on the rationale that it would be unwise to invest in resurfacing an existing facility that is built on the unsuitable fill (with a strong likelihood of slumping and cracking in the short term).

A summary of the current status of project funding and budgeting is as follows:

<u>Amount</u>	<u>Details</u>
\$20,000	Recreation Society donation
\$150,000	Allocated by Council in 2013 (landfill host community funds)
\$150,000	Allocated by Council in 2014 (landfill host community funds)
\$5,000	Allocated by Council in 2014 (general developer amenity funds)
\$10,000	Donation from CCSS (Vancouver Foundation grant)
\$3,000	Approximate 2014 donation from CCSS (Thunderballs and other community fundraising initiatives)
\$338,000	Total project funding in place to date (in Village reserves or 2014 Parks Budget)
\$160,000	<i>Potential</i> funding from Province of BC JCP Grant
\$498,000	<i>Subtotal</i>
\$600,000	Overall fundraising target
\$102,000	Funding Shortfall (subject to receiving provincial grant)

If the CCSS is to have success with their final application to the JCP program (and acquire the \$160,000 in capital funds), a commitment to the project proceeding to construction in 2015 must be made. In order for this to occur, an additional \$102,000 in funding must be obtained; Council could commit to funding up to \$102,000 in the 2015 Budget (to be allocated during the upcoming financial planning process), which would hypothetically allow for the project to proceed in the 2015. However, it is important to note that this is the maximum amount of funding that the Village would have to commit as numerous other funding sources may be pursued in the interim, each of which would reduce this figure. Some of these sources include:

- Ongoing CCSS community fundraising campaigns (including the proceeds from the Cumberland Mountain Film Festival in April and another planned “Thunderballs” event in May)
- Future grant opportunities
- In kind donations including potential donations of materials, labour, equipment, etc. (The CCSS has plans in place to pursue such support upon completion of the final design.)

As there are no guarantees that the JCP program will be renewed in future years, should Council choose not to commit to providing this funding now, it is possible that this source of provincial funding may not be available in the future. If the \$160,000 in JCP funds is not acquired, the total funds in place to date would remain at about \$338,000 (56% of the overall target), leaving an additional approximately \$262,000 in funds to be raised prior to construction proceeding.

FINANCIAL IMPLICATIONS

Financial resources required for the project to proceed to the construction phase in 2015 will be required to be committed to now and allocated during 2015 budget planning. Potential sources include:

- Landfill Host Community Agreement Amenity Funds (2015 approximate balance \$380,000)
- General Developer Amenity Funds (2015 approximate balance \$300,000)
- Community Works Funds (2015 approximate balance \$180,000)
- General Tax Revenues

The existing \$300,000 in the Skatepark Project reserve has accrued interest in 2014 of approximately \$8,000 in addition to what would be accrued in 2015 prior to project expenditure use. If Council wishes to commit the additional \$102,000 needed in the 2015 budget in order to qualify for the JCP program funding, staff recommend that Council give direction to use investment interest and amenity funds (either landfill or general developer) as the source of these funds. A budget amendment will come forward to Council later in 2015 to amend this funding once other revenue sources are confirmed for the project.

STRATEGIC OBJECTIVE

Completion of design work for these improvements in Village Park aligns with the following objectives in Council’s 2014 Strategic Plan:

- Implement the Village Park Master Plan

CONCURRENCE

Michelle Mason, Financial Officer

Leah Knutson, Manager of Recreation



ATTACHMENTS

- A. Memorandum of Understanding between Village of Cumberland and Cumberland Community Schools Society (October 2013)

OPTIONS

1. THAT Council commit to covering any shortfalls in funding required for the Skateboard Park Project: Province of BC *Job Creation Partnership* 2015 funding opportunity, up to \$102,000;
2. AND THAT these funds come from the applicable investment interest associated with the skateboard park project reserve fund and landfill host community agreement amenity funds.
3. 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

MEMORANDUM OF UNDERSTANDING

BETWEEN: The Corporation of the Village of Cumberland
(hereinafter "the Village")

AND

Cumberland Community Schools Society
(hereinafter "the Society")

DATE: October 28, 2013

WHEREAS the Village of Cumberland and the Cumberland Community Schools Society wish to work in partnership to construct a skateboard park in Village Park.

1. BACKGROUND

- 1.1 This Memorandum of Understanding serves to provide clarity on terms, timelines, roles, responsibilities, and commitments of each party.
- 1.2 Entering into this partnership, and subsequently seeing through the fundraising for, and planning, design, and construction of a skateboard park, will serve to meet a mutual goal of both organizations: to provide a safe, recreational skateboard facility that caters to a wide variety of ages and skill levels in the Village of Cumberland.
- 1.3 For overarching guidelines and project planning, the 2013 Village Park Master Plan is to be followed; as per the Master Plan, the desired skateboard park facility is to be approximately 640m² (6900 ft²) upon completion.
- 1.4 For clarity, the "Skatepark Committee" is a committee of the Cumberland Community Schools Society, not of the Village of Cumberland.

2. TERM

- 2.1 The Agreement shall be in effect from the date of execution until the completion of the Skateboard Park or October 31, 2016, whichever comes first.

- 2.2 Either party shall have the option of extending the term of this Agreement if required, upon such terms and conditions as may be agreed to between the parties, provided that during the initial term of the Agreement, both parties agree that all terms and conditions of the Agreement have been met to their mutual satisfaction.

3. VILLAGE STAFF RESOURCES

- 3.1 The Village of Cumberland *Parks and Outdoor Recreation Coordinator* will be the lead and chief point of contact in the project for the Village.
- 3.2 It is understood that this project is one of many ongoing tasks contained in the Village *Parks and Outdoor Recreation Coordinator's* work plan; as such, other priority work will at times take precedent over work on this project.
- 3.3 It is understood that, while working in partnership, Village staff do not report to the Cumberland Community Schools Society Board of Directors or Skatepark Committee and will not take direction from the Board or the Committee.

4. OVERARCHING GOALS AND RESPONSIBILITIES

- 4.1 The Village and the Society agree to the following:
- 4.1.1 The Village shall be the project lead and have ultimate decision making authority throughout the project.
- 4.1.2 Upon project completion, the skatepark will become a park asset owned by the Village.
- 4.1.3 The Society shall be in a supporting role in the project, providing guidance to the Village as required and will represent the interests of the local skateboard community to ensure the skateboard park is constructed to the satisfaction of all users.
- 4.1.4 The Society shall be primarily responsible for fundraising for the Skatepark project; however, the Society understands that other park infrastructure changes must first take place in Village Park prior to the construction of the Skateboard Park and as such, the Skatepark Project may not be able to proceed until funding for these projects is first in place.

5. VILLAGE ROLES AND RESPONSIBILITIES

- 5.1 With respect to funding and fundraising, the Village commits to the following:
- 5.1.1 To seek out all available grant opportunities on a priority basis as determined by the Village.
- 5.1.2 To apply for grants when circumstances dictate it preferable for the Village, as opposed to the Society, to be the grant applicant.
- 5.1.3 On a case-by-case basis, as determined by the Village, to provide letters of support to the Society for the purpose of grant applications.

- 5.1.4 To consider skatepark related funding in annual budget planning.
- 5.1.5 To receive all funds raised by the Society and to hold them in an account that is restricted to skatepark-related expenditures only.
- 5.1.6 To support the Society through assisting in the facilitation of fundraising events using Village facilities and parks.
- 5.1.7 The Village will not provide receipts for income tax purposes for donations made to the Society.
- 5.2 With respect to project management, the Village commits to the following:
 - 5.2.1 To lead the project, including all required tendering processes, as per the Village's Purchasing Policy.
- 5.3 With respect to skateboard park planning and design, the Village commits to the following:
 - 5.3.1 To be open to all suggestions and guidance from the Society, and to be fully transparent with the Society with regards to all decision making.
 - 5.3.2 To assist in the facilitation of planning and community consultation meetings and make Village meeting space available as necessary.

6. SOCIETY ROLES AND RESPONSIBILITIES

- 6.1 With respect to fundraising, the Society commits to the following:
 - 6.1.1 To seek out all available grant opportunities.
 - 6.1.2 To apply for grants when circumstances dictate it preferable for the Society, as opposed to the Village, to be the applicant.
 - 6.1.3 On a case-by-case basis, to provide letters of support to the Village for the purpose of grant applications.
 - 6.1.4 To host community fundraising events.
 - 6.1.5 To transfer all monies raised to the Village of Cumberland Skateboard Park Fund prior to the Village issuing any Request for Proposals or other tenders.
 - 6.1.6 To be responsible and accountable for all funds donated to the Society and provide receipts.
- 6.2 With respect to project management, the Society commits to the following:
 - 6.2.1 To offer input into project management decisions, including tender processes and awarding of contracts, but with the understanding that the Village has final decision making authority.
- 6.3 With respect to community engagement, including skateboard park planning, design and consultation, the Society commits to the following:
 - 6.3.1 To lead all community engagement and consultation, and act as the chief liaison between the Village and the community.

- 6.3.2 To ensure that all members of the community, including individuals of various age and skill level, and various user groups including, but not limited to, skateboarders, non-motorized scooter users and BMX cyclists, are given equal opportunity to provide input into the skateboard park design.
- 6.3.3 To share the community's skatepark design preferences with Village as required.
- 6.3.4 To represent the best interests of the residents of the Village of Cumberland.
- 6.4 The Society will indemnify and save harmless the Village, its elected and appointed officials, its officers, employees and volunteers, from and against any and all claims whatsoever, including all damages, liabilities, expenses, costs, including legal or other fees, incurred in respect of any such claims or any actions or proceedings brought thereon arising directly or indirectly from or in connection with the Society's participation in the project.
- 6.4 The Society will hold, at the Society's cost, either:
 - a. Comprehensive general liability insurance in an amount not less than \$2 million per occurrence for the Society, for the lifetime of this agreement. Additionally, the Society will name the Village as an additionally insured when hosting fundraising events using Village facilities and parks; OR
 - b. Comprehensive general liability insurance in an amount not less than \$2 million per occurrence for the Society for each individual event using Village parks or facilities for the purpose of fundraising for the Skateboard Park. Additionally, the Society will name the Village as an additionally insured when hosting such events using Village facilities and parks.
- 6.6 The Society will hold, at the Society's cost, Directors and Officers liability insurance.

7. TERMINATION OF AGREEMENT

- 7.1 Either party may terminate this Agreement by giving thirty (30) days written notice of the intention to terminate to the other Party.

8. NOTICES

- 8.1 Any notice, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing addressed to the other party at the address as follows:

TO THE VILLAGE: Kevin McPhedran
 Parks and Outdoor Recreation Coordinator
 Village of Cumberland
 Box 340, Cumberland, BC
 V0R 1S0

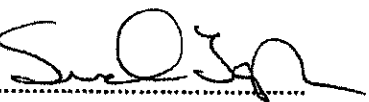
TO THE SOCIETY: Cameron Matthews
Chair
Cumberland Community Schools Society Skatepark Committee
3348 Mill St
Cumberland, BC
V0R 1S0

The Parties hereby agree to work together to reach mutual goals subject to the above terms.

THE CORPORATION OF THE VILLAGE OF CUMBERLAND

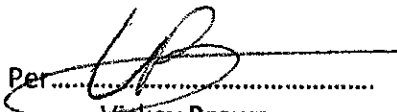
Per 
Leslie Baird
Mayor

Date October 30, 2013

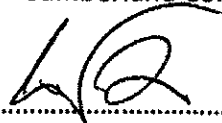
Per 
Sundance Topham
Chief Administrative Officer

Date October 30, 2013

CUMBERLAND COMMUNITY SCHOOLS SOCIETY

Per 
Vickey Brown
Chair
Cumberland Community Schools Society

Date November 5th, 2013

Per 
Cameron Matthews
Project Leader
Cumberland Community Schools Society Skatepark Committee

Date November 4th, 2013

COUNCIL REPORT



REPORT DATE: January 7, 2015

MEETING DATE: January 12, 2015

TO: Mayor and Councillors

FROM: Judith Walker, Senior Planner

SUBJECT: Sidewalk Café Report

RECOMMENDATION

- i) THAT Council receive the Sidewalk Café Report for information;
- ii) THAT Council direct staff to develop a policy to permit sidewalk cafés including application, permit and conditions based on this report and to proceed with public consultation of the policy;
- iii) THAT Council refer the report to the Advisory Planning Commission and the Heritage Commission;
- iv) THAT Council direct staff to bring back the policy for consideration with a summary of feedback, incorporating any proposed changes deemed necessary.

SUMMARY

At the regular meeting on September 29, 2014, Council made a motion for staff to report back on sidewalk cafés, including examples of other municipalities, parking issues, liability concerns, etc. This report provides that background and recommendations to be considered for permitting sidewalk cafes in the Village of Cumberland.

BACKGROUND

Sidewalk Cafés

A sidewalk café is an extension of an existing restaurant business into the public right-of way (ROW). All over the world, people enjoy eating and drinking outdoors in fine weather, to appreciate the fresh air and to participate in creating an active street. It is this kind of street activity that builds the “third place” importance. Ray Oldenburg, an urban sociologist developed the theory of “the third place” - we have homes and work places, but it is the “third place” where we socialize, relax and engage that makes communities thrive. Sidewalk cafes can play an important role in creating vibrant communities.

Design & Regulation Considerations

A sidewalk café can be as simple as the placement of a couple of chairs and a small table outside, against the building, or as large scale as taking over the parking spaces in front of the business and constructing a formalized and controlled outdoor seating area. For establishments wishing to

serve alcohol, there must be a controlled seating area which limits access. This is required by the Liquor Control Board (LCB) and is not within the Village of Cumberland's jurisdiction.

However there are Village bylaws (Streets & Traffic Bylaw No. 353) which provides restrictions on use of public rights of way for private uses. For signs that extend into the ROW, a Highway Encroachment Agreement is required. Whatever the form of encroachment is proposed (signs, building ramp, seating etc.), there must be an unobstructed travel lane for the use of pedestrians. This can be built out over the parking spaces on the street, or a portion of the existing sidewalk can be kept open for pedestrians.

Staff does not consider that the elimination of a parking space to create a sidewalk café is a significant issue. A staff report on parking in the Village is a separate report to Council that will be on the January 26th Council agenda.

Other Municipalities

Several other municipalities were examined for how their sidewalk cafés were regulated and how those regulations are enforced. Regulations varied, from simple permits through to sidewalk café bylaws. It is prudent to consider that the presence of sidewalk cafés greatly enhances street life and the economic viability of the area, so a balance should be struck that recognizes a municipality's responsibility for public health and safety while encouraging successful and vibrant communities. The municipalities vary in their conditions required, such as minimum unobstructed pedestrian corridor width, distance to the curb, liability protection, fixtures permitted (i.e. planters, umbrellas), fees etc.

City of Victoria

Victoria has updated a bylaw for Sidewalk Café Regulations so that the City may authorize the placement of temporary and semi-permanent structure on sidewalks with the City. The City includes *temporary* (included heated areas) and *enclosed* sidewalk cafés. An application is made to the Director of Engineering for a permit that contains conditions under which the applicant may operate. These conditions include:

- commercial liability insurance
- valid business permit, maintenance of sidewalk
- removal of all fixtures upon cancellation of the permit.

The City requires an unimpeded 2 metres of sidewalk. An application fee of \$50 is non-refundable and the annual permit fee is set out in the bylaw with rates varying from \$2.30-\$8.20 per square foot of sidewalk occupied (annually), depending on the area of the City and the type of sidewalk café.

Town of Sidney

Sidney has a bylaw to authorize the placement of temporary fixtures on sidewalks by permit within the Town. Conditions include:

- 2 metres unimpeded sidewalk be maintained on exterior section of sidewalk (on most streets)
- Sidewalk café removed when business is closed
- Owner responsible for disposal of all garbage generated by their business

A permit is required, for a \$50 fee, and requires that conditions be met for the operation of the temporary sidewalk café.

Town of Qualicum Beach

Qualicum has a bylaw (since 1993) to provide for sidewalk cafes in the Town. Conditions include:

- 1.5m unimpeded sidewalk
- Annual permit is for April 1- last Sunday in October
- Ability for the Town to request removal with 48 hours notification (utility service, emergency etc.)
- Liability insurance
- Maintenance of the sidewalk area

The initial application fee is \$10 and an occupancy fee of \$2.00 per square foot of sidewalk occupied is required annually. Upon yearly renewal, only the occupancy fee is required. The permit has conditions attached for the operation of a sidewalk café.

City of Duncan

Duncan permits sidewalk cafes in their Streets Bylaw (since 1976), in accordance with several conditions, including:

- Only permits tables and chairs, and only when the business is open
- Must be immediately adjacent to the business requesting a café permit
- Minimum width of 1.4metres of unimpeded sidewalk
- Must have liability insurance

There is no permit or permit fee and enforcement of the conditions occurs through the bylaw.

City of Penticton

The City regulates sidewalk cafés through their Traffic Bylaw which includes the requirement for permits and permit agreements. The application which must be submitted includes design specifications with dimensioned drawings. The application fee is \$300 and includes both Type 1 (café utilizing sidewalk) and Type 2 (utilizing sidewalk and parking stall). Type 2 requires an additional payment of \$105 per parking stall utilized. The site is inspected by the Building Inspector prior to issuing the permit and the installation is reviewed following installation of the sidewalk café to ensure compliance with the City's regulations. Conditions include:

- Design and colour scheme to complement the building containing the business premises
- Any repairs to fences or barriers attached to the city sidewalk or roadway must be repaired
- Minimum width of 1.5 metres of unimpeded sidewalk

Proposed Sidewalk Café Policy

It is recommended that a policy would require an application, with a fee to cover staff time to review and process the application. An annual permit fee to operate the sidewalk café is proposed to be based on whether the café utilizes public parking space(s) or sidewalk area:

a). Type 1: A sidewalk café that does not occupy more than one half of the width of the sidewalk, or leaves a minimum of 1.5m. of clear, unobstructed sidewalk for pedestrian use. Annual fee for sidewalk use based on square metres utilized.

b). Type 2 A sidewalk café that requires the use of the parking area to either: a) provide an area for the sidewalk café or b) provide the pedestrian sidewalk area around the

sidewalk café. Sidewalk constructed in the parking stalls must consist of removable sidewalk sections with a non-slip finish and flush with the existing curb and sidewalk. Parking stall fee required.

The permit would require conditions to be met, similar to other jurisdictions. Staff would approve the permit based on meeting the requirements. Following are conditions that staff could include:

1. Annual permit fee- if renewal then no application fee
2. Limits of seasonal operation: April 1-October 31. All fixtures etc. must be removed in off-season.
3. Applicant must have a valid business permit for the adjacent restaurant or café;
4. Where a sidewalk café encroaches on an adjacent business, written permission from the adjacent business for the encroachment must be received.
5. Addition of an structure, decks, awning of any size may require a Development Permit or Heritage Alteration Permit and may also require a building permit.
6. The applicant must provide a copy of the applicant's comprehensive general liability insurance in the amount of \$5,000,000 with the Village of Cumberland named as an additional insured.
7. Unless otherwise defined by the CAO, sidewalk cafes are only allowed in commercially zoned areas.
8. A minimum of 1.5 metres of sidewalk must be unimpeded (width to be confirmed for wheelchair/ double strollers etc.)
9. The design of sidewalk café should have a colour scheme and building material that complements that of the building containing the business premises and should utilize sturdy chairs and tables.
10. All umbrellas, shade devices and signage must be securely fastened down and located entirely within the approved area.
11. Landscaping and plant material must be of a temporary nature and contained within the café area.
12. Railings required between café area and vehicular traffic, as in Type 2 sidewalk café, must meet necessary safety concerns (safety barriers height, attachment and materials etc.).
13. Fencing placed around the café shall not, without written permission of the CAO, exceed 1.0 metre is height.
14. Installation of Type 2 sidewalk cafes must allow for the free flow of rainwater along the gutter.
15. The designated portion of the sidewalk for which a permit is issued, shall be a minimum of .6metre from the curb where the traffic lane adjacent to the curb is used for parking (to allow the opening of parked car doors).
16. Café area and sidewalk must be maintained and free of all garbage.
17. Café must comply with all municipal, provincial and federal bylaws and regulations.
18. Shall not be located in an area of other fixed structures such as bike racks, hydro poles, planters, benches, trees.
19. Must meet accessibility standards.

Staff Recommendations

Staff suggests the following application fee (nonrefundable) and permit fee with conditions considered, as above. The proposed fees are based on fees in other municipalities.

Sidewalk Café Requirement	Fee	Note
Application	\$50	Nonrefundable
Sidewalk Use Permit	\$21.50/square metre of sidewalk utilized	Annual fee
Parking stall use Permit	\$105 per space or portion of a space	Annual fee

Council's motion of September 29th, 2014 directed staff to proceed with a public process following this report. Staff will post the proposed policy for sidewalk cafés on the website, distribute posters around the Village regarding the proposed policy and will contact business owners for their feedback. Staff would request comments on the draft policy in order to forward the feedback to Council.

Heritage Conservation Area

Applications for sidewalk cafes on properties within the Heritage Conservation Area (as designated in the OCP) would not require a Heritage Alteration Permit (HAP) unless a building permit is required. Since a platform in a parking stall is less than 45.7cm. (18" tall), it does not constitute a structure in the BC Building Code, and a building permit is not required. A handrail is required on the traffic side of the platform area of the café due to public health and safety concerns, but would not be considered a structure.

FINANCIAL IMPLICATIONS

There is additional staff time required to receive and process applications for sidewalk cafes. Depending on the complexity of the application and the degree of regulation, there is the potential to involve the building inspector, Manager of Operations, public works, planning staff and bylaw enforcement.

STRATEGIC OBJECTIVE

Under Corporate Strategic Priorities: Vision: Priorities: Village centre rejuvenation; Promotion of the village for local and regional businesses; and Recreation and tourism.

ATTACHMENTS

Photos of types of sidewalk cafés in other jurisdictions.

REFERRALS

1. Further to Section 5 of the *Advisory Planning Commission Bylaw No. 999, 2014*, Council may wish to refer this application to the APC for their comments.
2. Further to Section 8 of the *Corporation of the Village of Cumberland Heritage Commission Bylaw No. 824, 2006*, Council may wish to refer this application to the Heritage Commission for their comments.

CONCURRENCE

Rachel Parker, Deputy Corporate Officer. 

Rob Crisfield; Manager of Operations 

OPTIONS

- i) THAT Council receive the Sidewalk Café Report for information;
- ii) THAT Council direct staff to develop a policy to permit sidewalk cafés including application, permit and conditions based on this report and to proceed with public consultation of the policy;
- iii) THAT Council refer the report to the Advisory Planning Commission and the Heritage Commission;
- iv) THAT Council direct staff to bring back the policy for consideration with a summary of feedback, incorporating any proposed changes deemed necessary; or
- v) Any other action deemed appropriate by Council.
- vi)

Respectfully submitted,



Judith Walker
Senior Planner



Sundance Topham
Chief Administrative Officer

Images of Sidewalk Cafes

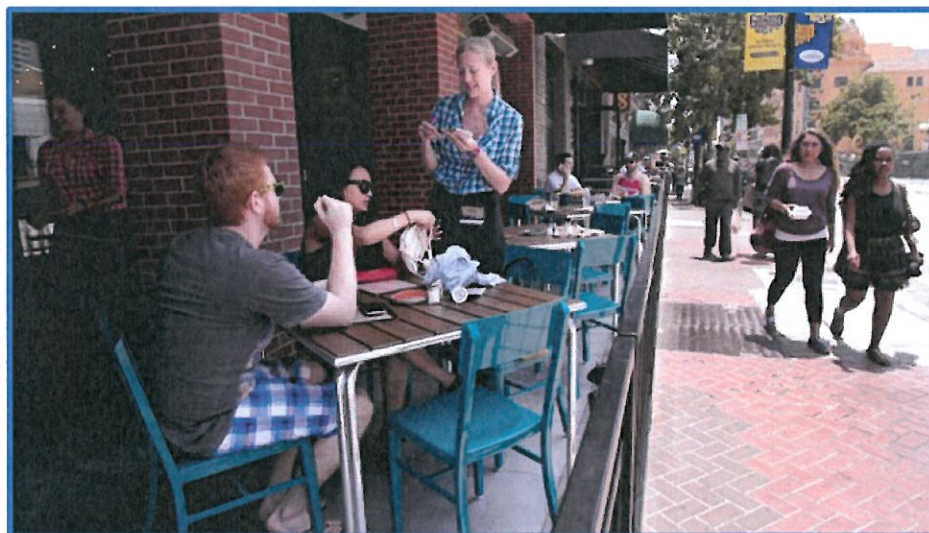
Sidewalk café in parking space

(City of Quesnel)



Sidewalk café adjacent to business

(City of San Diego)

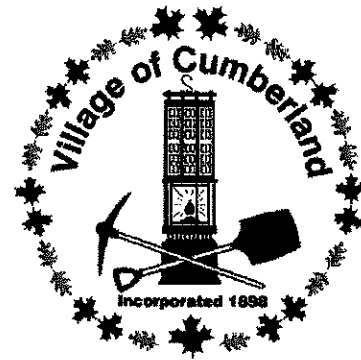


Sidewalk café with sidewalk extended into parking space

(City of Halifax)



COUNCIL REPORT



REPORT DATE: January 5, 2015
MEETING DATE: January 12, 2015

TO: Mayor and Council
FROM: Rob Crisfield, Manager of Operations
SUBJECT: TimberWest Road Use Agreement

RECOMMENDATION

THAT Council receive the TimberWest Road Use Agreement report.

THAT Council approve a five year Road Use Agreement with TimberWest allowing the Village to travel over their land in order to access our lands beyond;

AND THAT Council approve the Village entering into a similar agreement allowing TimberWest to travel over our land in order to access their lands beyond.

SUMMARY

This past year while working on the Stevens Lake Dam project, staff discussed with TimberWest the possibility of establishing road use agreements between the two parties. Currently both organizations must cross over each other's land to access land beyond that they own. Until now there have been no formal agreements for road use and access.

BACKGROUND

TimberWest is seeking cooperation from the Village of Cumberland through the establishment of a road use agreement to provide them with the rights to access their lands beyond Village owned property south of Cumberland. At the same time, the Village is seeking the same agreement with TimberWest Land that the Village must cross over in order to access our surface water supply.

Discussion on this matter originated when the Village was seeking approval from TimberWest to initiate seismic stability work on Stevens Lake Dam. Since that time staff has been working with TimberWest on the form of agreement and has consulted with a municipal lawyer and our insurance carrier to ensure language in the documents was appropriate in terms of any requirements and did not pose a risk to the Village. This amicable approach ties in with other efforts to establish agreements for the existing mountain bike trail system that exists on TimberWest land.

It should be noted that should the agreement between the Village and TimberWest be terminated, the Village still retains the right to access its water supply system through the provincial Water Act.

FINANCIAL IMPLICATIONS

No perceived financial implications.

STRATEGIC OBJECTIVE

None

ATTACHMENTS

1. TimberWest Road Use Agreement.
2. Village of Cumberland Road Use Agreement.

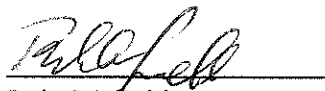
CONCURRENCE

None

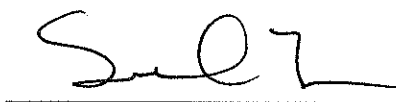
OPTIONS

1. THAT Council approve a five year Road Use Agreement with TimberWest allowing the Village to travel over their land in order to access our lands beyond.
2. THAT Council approve the Village entering into a similar agreement allowing TimberWest to travel over our land in order to access their lands beyond.
3. Any other action deemed appropriate by Council.

Respectfully submitted,



Rob Crisfield
Manager of Operations
Village of Cumberland



Sundance Topham
Chief Administrative Officer

ROAD USE AGREEMENT

THIS AGREEMENT dated for reference the 15th day of December, 2014

BETWEEN:

THE CORPORATION OF THE VILLAGE OF CUMBERLAND
2673 Dunsmuir Avenue
Cumberland, British Columbia
V0R 1S0
(“**Cumberland**”)

AND:

TIMBERWEST FOREST COMPANY
Third Floor, 856 Homer Street
Vancouver, British Columbia
V6B 2W5
(the “**Licensee**”)

WHEREAS:

- A. Cumberland is the beneficial owner of or has the right to use various roads shown outlined in bold green on the plan attached as Schedule A (collectively, the “**Road**”); and
- B. The Licensee wishes to use the Road for the operation and maintenance of the Licensee’s undertaking.

NOW THEREFORE in consideration of the mutual promises contained herein and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties agree as follows:

1. GRANT OF LICENSE

- 1.1 **Grant.** Subject to the terms and conditions of this Agreement, Cumberland hereby grants to the Licensee a non-exclusive license during the Term (as defined in section 1.2) for the Licensee and its members, partners, officers, directors, employees, agents, contractors, subcontractors, licensees and invitees (collectively, excluding the Licensee, the “**Licensee’s Representatives**” and, each individually, a “**Licensee’s Representative**”) to enter on and use the Road, collectively or individually, on foot or with vehicles, for the purpose of:
 - (a) transporting equipment, logs, timber personnel, supplies, machinery and all other things relating to the business of the Licensee across the Road;
 - (b) generally doing all acts, things and matters necessary for or incidental to the exercise of the rights granted to the Licensee in this Agreement.

- 1.2 **Term.** The term of this Agreement (the “**Term**”) will commence on December 15, 2014 and expire on December 14, 2019, unless earlier terminated in accordance with section 6.1.

2. AMOUNTS PAYABLE

- 2.1 **Maintenance Fee.** Within 10 business days after its receipt of any written demand by Cumberland, the Licensee will pay to Cumberland any fee charged by Cumberland as contemplated in subsection 3.2(b) (each such fee a “**Maintenance Fee**”).
- 2.2 **Goods and Services Tax.** All amounts payable pursuant to section 2 are subject to goods and services tax payable pursuant to the *Excise Tax Act* (Canada), including any replacement or successor tax thereto (collectively, “**GST**”). Concurrently with its payment of the Maintenance Fee, the Licensee will pay GST to Cumberland in respect of each such payment.
- 2.3 **Other Taxes.** The Licensee will pay to Cumberland an amount equal to any taxes of any nature imposed on Cumberland as a result of the exercise of the Licensee’s rights hereunder including, without limitation, any taxes assessed as a result of any improvements made by or on behalf of the Licensee to the Road or any other lands owned by Cumberland.
- 2.4 **Place of Payment.** All amounts payable pursuant to this section 2 are to be remitted to Cumberland at the address set forth above.

3. COVENANTS AND ACKNOWLEDGEMENTS

- 3.1 **Licensee’s Covenants.** The Licensee makes the following covenants in favour of Cumberland:
- (a) Applicable Laws. The Licensee will comply with all laws, by-laws, and regulations, whether federal, provincial or otherwise (collectively, the “**Applicable Laws**”) pertaining to the Road and the use thereof insofar as they apply to the Licensee’s rights hereunder including, without limitation, all Applicable Laws relating to the health and safety of the users of the Road.
 - (b) Cumberland’s Rules. The Licensee will comply with all rules and directives as established by Cumberland from time to time and at any time relating to the Road including, without limitation, any rule concerning the land holdings of Cumberland, fire protection, safety and the environment.
 - (c) No Fires. The Licensee will not ignite or permit to burn any open fire or create any fire hazard on or near the Road or the adjacent lands at any time and the Licensee will take every reasonable precaution to prevent the escape of fire on or to any of Cumberland’s lands holdings and to extinguish all fires promptly regardless of cause or origin.
 - (d) Notice of Fire. The Licensee will immediately notify Cumberland and the nearest Ministry of Forests, Lands and Natural Resource Operations office upon discovery of any fire on the Road or in the vicinity of the Road.
 - (e) Improvements. The Licensee will not construct or establish on the Road or on Cumberland’s other lands any campsite or other improvement without the prior written consent of Cumberland.

- (f) Road Maintenance and Repair by Licensee. The Licensee will, at its sole cost:
- (i) maintain the Road, provided that no such maintenance will be carried out without Cumberland's prior written consent; and
 - (ii) repair any damage caused to the Road by the exercise of the Licensee's rights hereunder, reasonable wear and tear excepted, to the satisfaction of Cumberland, in its sole discretion.

If and to the extent that maintenance or repairs of the Road are undertaken by or at the direction of the Licensee, the Licensee will perform such work or cause such work to be performed in a good and workmanlike manner in accordance with all Applicable Laws.

- (g) Public Highway. During the Term, the Licensee will not permit public funds to be expended on the Road (or, if the Licensee is itself a governmental entity, the Licensee agrees that it will not seek to have the Road deemed or declared a highway pursuant to section 42(1) of the *Transportation Act* (British Columbia) or any successor thereto), and the Licensee will not do anything that will or may result in the Road being classified as a public highway or a forest service road.
- (h) Safety. The Licensee will observe safe driving standards when using the Road.
- (i) No Road Obstructions. The Licensee will not obstruct the Road or any part thereof.
- (j) Equipment. The Licensee will not haul or move equipment on any part of the Road without providing Cumberland not less than 24 hours' notice.
- (k) Signs. The Licensee will erect and maintain, at its sole cost, any sign Cumberland considers necessary in connection with the Licensee's use of the Road.
- (l) No Interference. The Licensee will ensure that the exercise of the Licensee's rights hereunder does not interfere with the activities of Cumberland or Cumberland's contractors on the Road.
- (m) List of Licensee's Representatives. On or before the commencement of the Term, The Licensee will provide to Cumberland a list of the Licensee's Representatives. The Licensee will promptly provide an update of such list to Cumberland as required from time to time during the Term and immediately upon receipt of a written request from Cumberland.
- (n) Compliance by Licensee's Representatives. The Licensee will cause the Licensee's Representatives to comply with all Applicable Laws, Cumberland's rules and all covenants and obligations of the Licensee hereunder (except the covenants set forth in section 2) while the Licensee's Representatives are using the Road. For greater certainty, the Licensee will be responsible for:
- (i) any act or omission of any Licensee's Representative which would constitute a breach of this Agreement, as if the Licensee had itself breached this Agreement; and

- (ii) any other act or omission of any Licensee's Representative on the Road at any time and from time to time.

3.2 **Licensee's Acknowledgements.** The Licensee makes the following acknowledgements to Cumberland:

- (a) Road Hazards. Cumberland has not made, and will not make, any representation or warranty as to the condition or topography of the Road, the Licensee has satisfied itself with respect to such matters as it considers necessary related to the Licensee's intended use of the Road and the Licensee accepts the Road for such use on an "as is, where is" basis.
- (b) Maintenance and Repair by Cumberland. Cumberland is under no obligation whatsoever to maintain or repair the Road or to keep the Road clear of snow, ice, windfall or other hazards. Notwithstanding the foregoing, Cumberland may from time to time and at any time during the Term in its sole discretion perform any maintenance on the Road and, if Cumberland elects to perform any such maintenance, the Licensee will pay to Cumberland a fee in respect of each such performance of maintenance in an amount to be calculated on a *pro-rata* basis between Cumberland and the Licensee on the basis of the parties' respective use of the Road, as determined by Cumberland, acting reasonably. For the purpose of this subsection, "maintenance" means any work performed by Cumberland in order to keep the Road in good repair and a safe operating condition for the transportation of logs, personnel and equipment, and such maintenance will include the repair of any bridges or culverts that are incidental to the use of the Road.
- (c) Non-exclusive Use. Cumberland and its contractors may use the Road in priority to the Licensee, and Cumberland may grant to third parties the right to use the Road.
- (d) New Works. Cumberland may from time to time and at any time during the Term construct, erect, install, bury, excavate for, place, inspect, maintain, operate, protect, repair, remove, replace, renew, add to, enlarge, alter, improve, operate and use within, above and through the Road works for utilities, services and any other purposes associated with the business of Cumberland or other persons using Cumberland's lands, provided that the exercise of such rights and existence and use of such works does not block completely or interfere unreasonably with the Licensee's use of the Road.
- (e) Stopping Traffic. Cumberland may regulate or stop any traffic or restrict any activities on the Road for such periods as determined necessary by Cumberland, acting reasonably, in connection with weather conditions, fire hazards, the operations of Cumberland or any other condition.

4. **HAZARDOUS SUBSTANCES**

4.1 **Hazardous Substances Definitions.**

- (a) **"Hazardous Substances"** means any contaminant, pollutant, dangerous or potentially dangerous or noxious or toxic substance, hazardous waste, special waste, flammable or explosive or radioactive material, urea formaldehyde foam insulation, asbestos, PCBs and substances or any other materials declared or defined to be hazardous, toxic, contaminants or pollutants, or which at any time are prohibited, controlled or regulated

for the protection, management, conservation or restoration of public health or the environment, under or pursuant to any Applicable Laws.

- (b) **“Release”** includes release, spill, leak, pump, pour, flow, deposit, emit, empty, discharge, escape, leach, dispose, dump and includes all matters included in the words “introduce waste into the environment” in the *Environmental Management Act* (British Columbia), the word “deposit” in the *Fisheries Act* (Canada) or the word “release” in the *Canadian Environmental Protection Act, 1999* (Canada).

- 4.2 **Hazardous Substances.** The Licensee will not bring or allow anyone else to bring Hazardous Substances onto the Road or adjacent lands except in strict compliance with all Applicable Laws and environmental permits. The Licensee will not allow the Release of any Hazardous Substances into the environment or into culverts, drains or sewers.
- 4.3 **Removal of Hazardous Substances.** The Licensee will remove all Hazardous Substances brought onto or created on or about the Road or adjacent lands as a result of the use of such Road by the Licensee or the Licensee’s Representatives, on or before the expiration or earlier termination of the Term. Notwithstanding the degree of affixation of such Hazardous Substance or the goods containing such Hazardous Substance, such Hazardous Substance will be the sole property of the Licensee.
- 4.4 **Notice to Cumberland.** The Licensee will advise Cumberland forthwith of any Release of any Hazardous Substances on or from the Road or adjacent lands and will provide Cumberland with all information, notices, reports and other documents it has or receives regarding such Release and the remediation steps being undertaken by the Licensee with respect to the Release or as may reasonably be required by Cumberland of the Licensee. The Licensee will also forthwith provide Cumberland with any oral or written notice it receives from a governmental authority under or in respect of an Applicable Law regarding or in respect of the Road or adjacent lands or from any other third party in respect of any claim, demand, action or other proceeding regarding an environmental matter pertaining to the Road or adjacent lands or the use or occupancy thereof by the Licensee or the Licensee’s Representatives.
- 4.5 **Records.** Cumberland, at any time, on five days prior written notice to the Licensee, may inspect, or have the Road or adjacent lands, or any records reasonably considered to be relevant for the purpose of identifying the existence, nature and extent of any Hazardous Substance on the Road or adjacent lands and the Licensee’s handling of such Hazardous Substance, inspected by a duly qualified independent environmental auditor, and the Licensee agrees to cooperate with the auditor in its performance of each such inspection. In exercising such right of inspection, neither Cumberland nor its auditor will unreasonably interfere with the Licensee’s use and occupation of the Road. If the auditor, acting reasonably, determines following any such inspection that further testing or investigation is required in order to monitor the Licensee’s compliance with any Applicable Laws relating to the handling of any Hazardous Substance, Cumberland may, at its option, require the Licensee, at the Licensee’s expense, to arrange for such testing or investigation or may make such arrangements itself, in which case Cumberland’s reasonable costs of any such testing or investigation will be paid by the Licensee to Cumberland within 30 days after receipt of any invoice on account thereof.
- 4.6 **Clean-up Plans.** If any Hazardous Substance is Released on the Road or adjacent lands by the Licensee or any of the Licensee’s Representatives or any other person who is on the Road or adjacent lands as a result of the Licensee’s use or occupancy of the Road, the Licensee will, at its own risk and expense:

- (a) prepare all necessary studies, plans and proposals to clean up such Hazardous Substances and submit them to Cumberland for approval;
 - (b) provide all bonds and other security required by any governmental body or by Cumberland;
 - (c) carry out the work required to clean up such Hazardous Substances in such manner as is approved by Cumberland;
 - (d) keep Cumberland fully informed regarding the contamination and remediation thereof;
 - (e) provide to Cumberland full information with respect to the proposed plans and comply with Cumberland's reasonable requirements with respect to such plans; and
 - (f) obtain a certificate of compliance under the *Environmental Management Act* (British Columbia) and the *Contaminated Sites Regulation* thereto in respect of such remediation.
- 4.7 **Clean up by Cumberland.** Notwithstanding section 4.6, upon written notice to the Licensee, Cumberland may itself undertake remediation of any contamination at the reasonable cost and expense of the Licensee which cost will be paid by the Licensee within 30 days after receipt of an invoice on account of such cost.
- 4.8 **Hazardous Substances Indemnity.** The Licensee will indemnify, and save harmless Cumberland, its directors, officers, employees, contractors, agents, licensees, invitees and the successors and assigns of Cumberland, from and against all loss, expense (including investigation and remediation expenses), claims, demands, actions, suits or other proceedings, judgments, damages, penalties, fines, costs, liabilities, reduction in the market value of any adjacent lands, damages for loss or restriction in use of the Road or any adjacent lands, sums paid in settlement of claims, legal fees (on a solicitor and own client basis), consultants' fees and experts' fees which arise during or after the Term in connection with the presence or suspected presence of any Hazardous Substance or any other contamination in, upon, above, under or about the Road or adjacent lands or which has been or is in the future Released from the Road or adjacent lands, caused by, contributed to or aggravated by the Licensee, or the Licensee's Representatives or any other person who is on or about the Road or adjacent lands as a result of the Licensee's use or occupancy of the Road. For greater certainty, this indemnity applies to expenses incurred by Cumberland to investigate and remediate contamination even if not required to do so by a governmental authority or by law.
- 5. INSURANCE, RISK AND INDEMNITY**
- 5.1 **Insurance.** The Licensee will take out and keep in full force and effect at all times during the Term and will ensure that its contractors, subcontractors, agents, licensees and invitees take out and keep in full force and effect at all times while on the Road:
- (a) automobile liability insurance covering bodily injury (including death and passenger hazard) and property damage arising from the operation of Licensee-owned and non-owned vehicles on the Road, with inclusive limits of not less than \$5,000,000 for any one accident and, with respect to insurance on non-owned vehicles, the policy will provide coverage for liability assumed hereunder;

- (b) commercial general liability insurance with respect to the Road and adjacent lands in which the limit of liability will not be less than \$5,000,000 per occurrence in respect of injury or death to one or more persons, and in which property damage or loss liability occurring in connection with any exercise of the rights of the Licensee hereunder by the Licensee will not be less than \$5,000,000; and
- (c) fire fighting expenses liability insurance in which the limit of liability will not be less than \$1,000,000.

Such insurance will be with such insurers and on such terms and conditions (including deductibles) as are acceptable to Cumberland, acting reasonably. Without limiting the generality of the foregoing, the Licensee will ensure that such insurance includes Cumberland as additional insureds. The Licensee will pay all premiums for such insurance when due and will provide a copy of the certificates issued by the insurers evidencing such insurance to Cumberland on request, such certificates to state the name of the insurer and the insureds, the amount of insurance carried, the coverages provided, the expiration date of the policy and the date to which premiums have been paid. The Licensee will deliver a replacement certificate to Cumberland prior to the expiration date of the then current certificate.

- 5.2 **Risk and Limitation of Liability.** The Licensee agrees that it will use the Road at its own risk, and that Cumberland will not be liable for, and the Licensee hereby waives, any claim, action, damage, liability, cost or expense which the Licensee may suffer, incur or be put to in connection with any occurrence on the Road or the adjacent lands or with the use and occupation of the Road by the Licensee, the Licensee's Representatives or Cumberland excepting damage claims arising out of Cumberland's own negligence. Cumberland will not be liable to the Licensee in connection with this Agreement, whether based on contract, tort (including negligence and strict liability), under warranty or otherwise, for any special, indirect, incidental or consequential loss or damage whatsoever including, without limitation, loss of use of equipment or facilities and loss of profits or revenues excepting damages arising out of Cumberland's own negligence or breach of this Agreement. The waiver set forth above will be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Agreement with respect to any loss of, or damage to, property of the Licensee.
- 5.3 **Indemnity.** The Licensee hereby indemnifies Cumberland, its directors, officers, employees, contractors, agents, licensees, invitees and the successors and assigns of Cumberland and saves them harmless from and against any and all claims, actions, damages, liabilities and expenses (including, without limitation, all legal fees on a solicitor and own client basis, experts' fees and disbursements) in connection with (a) loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon the Road or the adjacent lands in any way related to the exercise of the Licensee's rights hereunder, (b) any breach by the Licensee of any of the terms of this Agreement, and (c) any claim, action, damage, liability, cost or expense suffered or incurred by any of the Licensee's Representatives or any other person who is on the Road or adjacent lands as a result of the Licensee's use or occupancy of the Road.
- 5.4 **Labour Disruptions.** Cumberland will not be liable to the Licensee for, or be required to indemnify the Licensee against or save it harmless from any claims, damages, costs, expenses, actions, or suits caused by, arising out of, attributable to, or in connection with any labour disruption involving Cumberland's employees or its contractors.

6. TERMINATION

6.1 **Termination.** Notwithstanding the length of Term provided for in section 1.2:

- (a) either party may terminate this Agreement by giving at least 60 days' written notice of termination to the other party; and
- (b) Cumberland may terminate this Agreement immediately on written notice to the Licensee if the Licensee fails to perform an obligation it is required to perform hereunder.

6.2 **Personal Property Removal.** On the expiry of the Term or earlier termination of this Agreement, the Licensee will promptly remove all of its and the Licensee's Representatives' machinery, supplies and other personal property from the Road, making good any damage caused by such removal. Any such personal property not removed by the Licensee by the end of 30 days may be removed and stored at a place of Cumberland's choice at the Licensee's sole risk and expense. All expenses incurred by Cumberland for the removal and storage of such personal property will become a debt due and payable to Cumberland and will constitute a lien against the Licensee's personal property which Cumberland may exercise by selling the personal property at any time without notice to the Licensee.

6.3 **Survival of Obligations.** Upon the expiry of the Term or earlier termination of this Agreement, all claims, causes of action or other outstanding obligations remaining or being unfulfilled as at the date of expiry or earlier termination and all of the provisions of this Agreement relating to the obligation of either of the parties to perform actions or to account to or to indemnify the other and pay to the other any moneys owing as at the date of expiry or earlier termination in connection with this Agreement will survive such expiry or earlier termination.

7. MISCELLANEOUS

7.1 **Prime Contractor.** Should the Road or any part of it become a "multi-employer workplace" as defined in section 118 of the *Workers Compensation Act* (as in force from time to time), then Cumberland and the Licensee agree to consult in good faith as to which party should be designated as the "prime contractor" for that workplace for the purposes of that section of that Act and make such agreement as is appropriate in the circumstances.

7.2 **Expropriation.** If during the Term the Road, or any part thereof, is acquired or condemned by expropriation for any public or quasi-public use, then Cumberland and the Licensee may separately claim, receive and retain awards of compensation for the loss of their respective interests, but neither Cumberland nor the Licensee will have any claim against the other in respect of such loss or the unexpired Term.

7.3 **Late Payments.** If the Licensee does not pay to Cumberland any amount which the Licensee is required to pay to Cumberland hereunder on the due date hereunder, such amount will thereafter bear interest at a rate equal to the Prime Rate plus 2% per annum, calculated and compounded monthly on the first day of each month until paid. "Prime Rate" means the rate of interest, expressed as a percentage per annum, declared from time to time by the main branch in Vancouver, British Columbia of the Royal Bank of Canada as its "prime rate", the intention being that the rate of interest prescribed hereunder will fluctuate as and when such declared prime rate fluctuates.

- 7.4 **Time.** Time is of the essence in this Agreement.
- 7.5 **Waiver.** Nothing contained in this Agreement will be construed as a waiver by Cumberland of any rights which Cumberland has or which may accrue to Cumberland at law, in equity or by statute, nor will Cumberland's failure to insist upon the Licensee's performance of any of the Licensee's obligations under the terms of this Agreement be deemed to be a waiver of Cumberland's right to do so at any time.
- 7.6 **Entire Agreement.** This Agreement sets forth all of the covenants, promises, conditions, agreements and understandings between Cumberland and the Licensee with respect to the use of the Road. No subsequent amendment of this Agreement will be binding upon the parties unless reduced to writing and signed by them.
- 7.7 **Governing Law / Exclusive Jurisdiction.** This Agreement will be construed and governed in accordance with the laws of the Province of British Columbia, which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to determine all claims and disputes arising out of or in any way connected with this Agreement.
- 7.8 **No Registration of Agreement.** The Licensee will not register or purport to register this Agreement in any public registry.
- 7.9 **Notices.** All notices will be written and deemed duly given if delivered by hand or mailed by registered mail, postage prepaid, addressed to the party concerned at the address set forth above, or at such other address as may from time to time be communicated by notice. Any notice is deemed given and received, if delivered by hand, on the day delivered, and if mailed, five business days after mailing. If there is an actual or generally anticipated disruption in postal service caused by strike, lockout or other labour disturbance, any notice given must be delivered personally.
- 7.10 **Successors.** This Agreement will enure to the benefit of and be binding on the parties and their respective successors and permitted assigns.
- 7.11 **Assignment.** The Licensee will not assign or sublicense its rights hereunder without the prior written consent of Cumberland. Any assignment or sublicense by the Licensee of this Agreement or any interest herein without the prior written consent of Cumberland will be void. For the purposes of this section, any change in control of the Licensee will be deemed to be an assignment requiring Cumberland's prior written consent in accordance with this section.
- 7.12 **No Asset in Bankruptcy.** This Agreement will not be deemed to be an asset in bankruptcy of the Licensee.
- 7.13 **Counterparts.** This Agreement may be executed in any number of counterparts, with the same effect as if all the parties had signed the same document, and will become effective when one or more counterparts have been signed by all of the parties and delivered to each of the other parties. All counterparts will be construed together and evidence only one agreement, which, notwithstanding the dates of execution of any counterparts, will be deemed to be dated the date first above written, and only one of which need be produced for any purpose.

7.14 **Execution by Facsimile or Other Electronic Means.** This Agreement may be executed by the parties and transmitted by facsimile or other electronic means, and if so executed and transmitted this Agreement will be for all purposes as effective as if the parties had delivered an executed original Agreement.

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

THE CORPORATION OF THE VILLAGE OF CUMBERLAND

By: _____
(Authorized Signatory)

TIMBERWEST FOREST COMPANY,
by its managing partner, **TIMBERWEST**
FOREST CORP.

By: _____
(Authorized Signatory)

ROAD USE AGREEMENT

THIS AGREEMENT dated for reference the 15th day of December, 2014

BETWEEN:

TIMBERWEST FOREST COMPANY

Third Floor, 856 Homer Street
Vancouver, British Columbia,
V6B 2W5

(**"TimberWest"**)

AND:

THE CORPORATION OF THE VILLAGE OF CUMBERLAND

2673 Dunsmuir Avenue
Cumberland, British Columbia,
V0R 1S0

(the **"Licensee"**)

WHEREAS:

- A. TimberWest is the beneficial owner of or has the right to use various roads shown in red on the plan attached as Schedule A (collectively, the **"Road"**); and
- B. The Licensee wishes to use the Road for the operation and maintenance of the Licensee's undertaking.

NOW THEREFORE in consideration of the mutual promises contained herein and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties agree as follows:

1. GRANT OF LICENSE

- 1.1 **Grant.** Subject to the terms and conditions of this Agreement, TimberWest hereby grants to the Licensee a non-exclusive license during the Term (as defined in section 1.2) for the Licensee and its partners, officers, directors, employees, agents, contractors, subcontractors, licensees and invitees (collectively, excluding the Licensee, the **"Licensee's Representatives"** and, each individually, a **"Licensee's Representative"**) to enter on and use the Road, collectively or individually, for the purpose of ingress to and egress to *Water Act* (British Columbia) waterworks and reservoirs in the Nelson Land District owned and operated by the Licensee.

- 1.2 **Term.** The term of this Agreement (the “**Term**”) will commence on December 15, 2014 and expire on December 14, 2019, unless earlier terminated in accordance with section 6.1.

2. AMOUNTS PAYABLE

- 2.1 **Maintenance Fee.** Within 10 business days after its receipt of any written demand by TimberWest, the Licensee will pay to TimberWest any fee charged by TimberWest as contemplated in subsection 3.2(b) (each such fee a “**Maintenance Fee**”).
- 2.2 **Goods and Services Tax.** All amounts payable pursuant to section 2 are subject to goods and services tax payable pursuant to the *Excise Tax Act* (Canada), including any replacement or successor tax thereto (collectively, “**GST**”). Concurrently with its payment of the Maintenance Fee, the Licensee will pay GST to TimberWest in respect of each such payment.
- 2.3 **Other Taxes.** The Licensee will pay to TimberWest an amount equal to any taxes of any nature imposed on TimberWest as a result of the exercise of the Licensee’s rights hereunder including, without limitation, any taxes assessed as a result of any improvements made by or on behalf of the Licensee to the Road or any other lands owned by TimberWest.
- 2.4 **Place of Payment.** All amounts payable pursuant to this section 2 are to be remitted to TimberWest at its regional office located at #201-648 Terminal Avenue, Nanaimo, B.C., V9R 5E2, attention: Real Estate Group.

3. COVENANTS AND ACKNOWLEDGEMENTS

- 3.1 **Licensee’s Covenants.** The Licensee makes the following covenants in favour of TimberWest:
- (a) Applicable Laws. The Licensee will comply with all laws, by-laws, and regulations, whether federal, provincial or otherwise (collectively, the “**Applicable Laws**”) pertaining to the Road and the use thereof insofar as they apply to the Licensee’s rights hereunder including, without limitation, all Applicable Laws relating to the health and safety of the users of the Road.
 - (b) TimberWest’s Rules. The Licensee will comply with all rules and directives as established by TimberWest from time to time and at any time relating to the Road including, without limitation, any rule concerning the timber holdings of TimberWest, fire protection, safety and the environment.
 - (c) No Fires. The Licensee will not ignite or permit to burn any open fire or create any fire hazard on or near the Road or the adjacent lands at any time and the Licensee will take every reasonable precaution to prevent the escape of fire on or to any of TimberWest’s lands and timber holdings and to extinguish all fires promptly regardless of cause or origin.
 - (d) Notice of Fire. The Licensee will immediately notify TimberWest and the nearest Ministry of Forests, Lands and Natural Resource Operations office upon discovery of any fire on the Road or in the vicinity of the Road.
 - (e) Improvements. The Licensee will not construct or establish on the Road or on TimberWest’s other lands any campsite or other improvement without the prior written consent of TimberWest.

- (f) Road Maintenance and Repair by Licensee. The Licensee will, at its sole cost:
- (i) maintain the Road, provided that no such maintenance will be carried out without TimberWest's prior written consent; and
 - (ii) repair any damage caused to the Road by the exercise of the Licensee's rights hereunder, reasonable wear and tear excepted, to the satisfaction of TimberWest, in its sole discretion.

If and to the extent that maintenance or repairs of the Road are undertaken by or at the direction of the Licensee, the Licensee will perform such work or cause such work to be performed in a good and workmanlike manner in accordance with all Applicable Laws.

- (g) Public Highway. During the Term, the Licensee will not permit public funds to be expended on the Road (or, if the Licensee is itself a governmental entity, the Licensee agrees that it will not seek to have the Road deemed or declared a highway pursuant to section 42(1) of the *Transportation Act* (British Columbia) or any successor thereto), and the Licensee will not otherwise do anything that will result in the Road being classified as a public highway or a forest service road.
- (h) Safety. The Licensee will observe safe driving standards when using the Road.
- (i) No Road Obstructions. The Licensee will not obstruct the Road or any part thereof.
- (j) Equipment. The Licensee will not haul or move equipment on any part of the Road without providing TimberWest not less than 24 hours' notice.
- (k) Signs. The Licensee will erect and maintain, at its sole cost, any sign TimberWest considers necessary in connection with the Licensee's use of the Road.
- (l) No Interference. The Licensee will ensure that the exercise of the Licensee's rights hereunder does not interfere with the activities of TimberWest or TimberWest's contractors on the Road.
- (m) List of Licensee's Representatives. On or before the commencement of the Term, The Licensee will provide to TimberWest a list of the Licensee's Representatives. The Licensee will promptly provide an update of such list to TimberWest as required from time to time during the Term and immediately upon receipt of a written request from TimberWest.
- (n) Compliance by Licensee's Representatives. The Licensee will cause the Licensee's Representatives to comply with all Applicable Laws, TimberWest's rules and all covenants and obligations of the Licensee hereunder (except the covenants set forth in section 2) while the Licensee's Representatives are using the Road. For greater certainty, the Licensee will be responsible for:
- (i) any act or omission of any Licensee's Representative which would constitute a breach of this Agreement, as if the Licensee had itself breached this Agreement; and

- (ii) any other act or omission of any Licensee's Representative on the Road at any time and from time to time.

3.2 **Licensee's Acknowledgements.** The Licensee makes the following acknowledgements to TimberWest:

- (a) Road Hazards. TimberWest has not made, and will not make, any representation or warranty as to the condition or topography of the Road, the Licensee has satisfied itself with respect to such matters as it considers necessary related to the Licensee's intended use of the Road and the Licensee accepts the Road for such use on an "as is, where is" basis.
- (b) Maintenance and Repair by TimberWest. TimberWest is under no obligation whatsoever to maintain or repair the Road or to keep the Road clear of snow, ice, windfall or other hazards. Notwithstanding the foregoing, TimberWest may from time to time and at any time during the Term in its sole discretion perform any maintenance on the Road and, if TimberWest elects to perform any such maintenance, the Licensee will pay to TimberWest a fee in respect of each such performance of maintenance in an amount to be calculated on a *pro-rata* basis between TimberWest and the Licensee on the basis of the parties' respective use of the Road, as determined by TimberWest, acting reasonably. For the purpose of this subsection, "maintenance" means any work performed by TimberWest in order to keep the Road in good repair and a safe operating condition for the transportation of logs, personnel and equipment, and such maintenance will include the repair of any bridges or culverts that are incidental to the use of the Road.
- (c) Non-exclusive Use. TimberWest and its contractors may use the Road in priority to the Licensee, and TimberWest may grant to third parties the right to use the Road.
- (d) New Works. TimberWest may from time to time and at any time during the Term construct, erect, install, bury, excavate for, place, inspect, maintain, operate, protect, repair, remove, replace, renew, add to, enlarge, alter, improve, operate and use within, above and through the Road works for utilities, services and any other purposes associated with the business of TimberWest or other persons using TimberWest's lands, provided that the exercise of such rights and existence and use of such works does not block completely or interfere unreasonably with the Licensee's use of the Road.
- (e) Stopping Traffic. TimberWest may regulate or stop any traffic or restrict any activities on the Road for such periods as determined necessary by TimberWest, acting reasonably, in connection with weather conditions, fire hazards, the operations of TimberWest or any other condition.

4. **HAZARDOUS SUBSTANCES**

4.1 **Hazardous Substances Definitions.**

- (a) **"Hazardous Substances"** means any contaminant, pollutant, dangerous or potentially dangerous or noxious or toxic substance, hazardous waste, special waste, flammable or explosive or radioactive material, urea formaldehyde foam insulation, asbestos, PCBs and substances or any other materials declared or defined to be hazardous, toxic, contaminants or pollutants, or which at any time are prohibited, controlled or regulated

for the protection, management, conservation or restoration of public health or the environment, under or pursuant to any Applicable Laws.

(b) **“Release”** includes release, spill, leak, pump, pour, flow, deposit, emit, empty, discharge, escape, leach, dispose, dump and includes all matters included in the words “introduce waste into the environment” in the *Environmental Management Act* (British Columbia), the word “deposit” in the *Fisheries Act* (Canada) or the word “release” in the *Canadian Environmental Protection Act*, 1999 (Canada).

- 4.2 **Hazardous Substances.** The Licensee will not bring or allow anyone else to bring Hazardous Substances onto the Road or adjacent lands except in strict compliance with all Applicable Laws and environmental permits. The Licensee will not allow the Release of any Hazardous Substances into the environment or into culverts, drains or sewers.
- 4.3 **Removal of Hazardous Substances.** The Licensee will remove all Hazardous Substances brought onto or created on or about the Road or adjacent lands as a result of the use of such Road by the Licensee or the Licensee’s Representatives, on or before the expiration or earlier termination of the Term. Notwithstanding the degree of affixation of such Hazardous Substance or the goods containing such Hazardous Substance, such Hazardous Substance will be the sole property of the Licensee.
- 4.4 **Notice to TimberWest.** The Licensee will advise TimberWest forthwith of any Release of any Hazardous Substances on or from the Road or adjacent lands and will provide TimberWest with all information, notices, reports and other documents it has or receives regarding such Release and the remediation steps being undertaken by the Licensee with respect to the Release or as may reasonably be required by TimberWest of the Licensee. The Licensee will also forthwith provide TimberWest with any oral or written notice it receives from a governmental authority under or in respect of an Applicable Law regarding or in respect of the Road or adjacent lands or from any other third party in respect of any claim, demand, action or other proceeding regarding an environmental matter pertaining to the Road or adjacent lands or the use or occupancy thereof by the Licensee or the Licensee’s Representatives.
- 4.5 **Records.** TimberWest, at any time, on five days prior written notice to the Licensee, may inspect, or have the Road or adjacent lands, or any records reasonably considered to be relevant for the purpose of identifying the existence, nature and extent of any Hazardous Substance on the Road or adjacent lands and the Licensee’s handling of such Hazardous Substance, inspected by a duly qualified independent environmental auditor, and the Licensee agrees to cooperate with the auditor in its performance of each such inspection. In exercising such right of inspection, neither TimberWest nor its auditor will unreasonably interfere with the Licensee’s use and occupation of the Road. If the auditor, acting reasonably, determines following any such inspection that further testing or investigation is required in order to monitor the Licensee’s compliance with any Applicable Laws relating to the handling of any Hazardous Substance, TimberWest may, at its option, require the Licensee, at the Licensee’s expense, to arrange for such testing or investigation or may make such arrangements itself, in which case TimberWest’s reasonable costs of any such testing or investigation will be paid by the Licensee to TimberWest within 30 days after receipt of any invoice on account thereof.
- 4.6 **Clean-up Plans.** If any Hazardous Substance is Released on the Road or adjacent lands by the Licensee or any of the Licensee’s Representatives or any other person who is on the Road or adjacent lands as a result of the Licensee’s use or occupancy of the Road, the Licensee will, at its own risk and expense:

- (a) prepare all necessary studies, plans and proposals to clean up such Hazardous Substances and submit them to TimberWest for approval;
 - (b) provide all bonds and other security required by any governmental body or by TimberWest;
 - (c) carry out the work required to clean up such Hazardous Substances in such manner as is approved by TimberWest;
 - (d) keep TimberWest fully informed regarding the contamination and remediation thereof;
 - (e) provide to TimberWest full information with respect to the proposed plans and comply with TimberWest's reasonable requirements with respect to such plans; and
 - (f) obtain a certificate of compliance under the *Environmental Management Act* (British Columbia) and the *Contaminated Sites Regulation* thereto in respect of such remediation.
- 4.7 **Clean up by TimberWest.** Notwithstanding section 4.6, upon written notice to the Licensee, TimberWest may itself undertake remediation of any contamination at the reasonable cost and expense of the Licensee which cost will be paid by the Licensee within 30 days after receipt of an invoice on account of such cost.
- 4.8 **Hazardous Substances Indemnity.** The Licensee will indemnify, and save harmless TimberWest, its directors, officers, employees, contractors, agents, licensees, invitees and the successors and assigns of TimberWest, from and against all loss, expense (including investigation and remediation expenses), claims, demands, actions, suits or other proceedings, judgments, damages, penalties, fines, costs, liabilities, reduction in the market value of any adjacent lands, damages for loss or restriction in use of the Road or any adjacent lands, sums paid in settlement of claims, legal fees (on a solicitor and own client basis), consultants' fees and experts' fees which arise during or after the Term in connection with the presence or suspected presence of any Hazardous Substance or any other contamination in, upon, above, under or about the Road or adjacent lands or which has been or is in the future Released from the Road or adjacent lands, caused by, contributed to or aggravated by the Licensee, or the Licensee's Representatives or any other person who is on or about the Road or adjacent lands as a result of the Licensee's use or occupancy of the Road. For greater certainty, this indemnity applies to expenses incurred by TimberWest to investigate and remediate contamination even if not required to do so by a governmental authority or by law.

5. INSURANCE, RISK AND INDEMNITY

- 5.1 **Insurance.** The Licensee will take out and keep in full force and effect at all times during the Term and will ensure that its contractors, subcontractors, agents, licensees and invitees take out and keep in full force and effect at all times while on the Road:
- (a) automobile liability insurance covering bodily injury (including death and passenger hazard) and property damage arising from the operation of Licensee-owned and non-owned vehicles on the Road, with inclusive limits of not less than \$5,000,000 for any one accident and, with respect to insurance on non-owned vehicles, the policy will provide coverage for liability assumed hereunder;

- (b) commercial general liability insurance with respect to the Road and adjacent lands in which the limit of liability will not be less than \$5,000,000 per occurrence in respect of injury or death to one or more persons, and in which property damage or loss liability occurring in connection with any exercise of the rights of the Licensee hereunder by the Licensee will not be less than \$5,000,000; and
- (c) fire fighting expenses liability insurance in which the limit of liability will not be less than \$1,000,000.

Such insurance will be with such insurers and on such terms and conditions (including deductibles) as are acceptable to TimberWest, acting reasonably. Without limiting the generality of the foregoing, the Licensee will ensure that such insurance includes TimberWest as additional insureds. The Licensee will pay all premiums for such insurance when due and will provide a copy of the certificates issued by the insurers evidencing such insurance to TimberWest on request, such certificates to state the name of the insurer and the insureds, the amount of insurance carried, the coverages provided, the expiration date of the policy and the date to which premiums have been paid. The Licensee will deliver a replacement certificate to TimberWest prior to the expiration date of the then current certificate.

- 5.2 **Risk and Limitation of Liability.** The Licensee agrees that it will use the Road at its own risk, and that TimberWest will not be liable for, and the Licensee hereby waives, any claim, action, damage, liability, cost or expense which the Licensee may suffer, incur or be put to in connection with any occurrence on the Road or the adjacent lands or with the use and occupation of the Road by the Licensee, the Licensee's Representatives or TimberWest excepting damage claims arising out of TimberWest's own negligence. TimberWest will not be liable to the Licensee in connection with this Agreement, whether based on contract, tort (including negligence and strict liability), under warranty or otherwise, for any special, indirect, incidental or consequential loss or damage whatsoever including, without limitation, loss of use of equipment or facilities and loss of profits or revenues excepting damages arising out of TimberWest's own negligence or breach of this Agreement. The waiver set forth above will be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Agreement with respect to any loss of, or damage to, property of the Licensee.
- 5.3 **Indemnity.** The Licensee hereby indemnifies TimberWest, its directors, officers, employees, contractors, agents, licensees, invitees and the successors and assigns of TimberWest and saves them harmless from and against any and all claims, actions, damages, liabilities and expenses (including, without limitation, all legal fees on a solicitor and own client basis, experts' fees and disbursements) in connection with (a) loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon the Road or the adjacent lands in any way related to the exercise of the Licensee's rights hereunder, (b) any breach by the Licensee of any of the terms of this Agreement, and (c) any claim, action, damage, liability, cost or expense suffered or incurred by any of the Licensee's Representatives or any other person who is on the Road or adjacent lands as a result of the Licensee's use or occupancy of the Road.
- 5.4 **Labour Disruptions.** TimberWest will not be liable to the Licensee for, or be required to indemnify the Licensee against or save it harmless from any claims, damages, costs, expenses, actions, or suits caused by, arising out of, attributable to, or in connection with any labour disruption involving TimberWest's employees or its contractors.

6. TERMINATION

6.1 **Termination.** Notwithstanding the length of Term provided for in section 1.2:

- (a) either party may terminate this Agreement by giving at least 60 days' written notice of termination to the other party; and
- (b) TimberWest may terminate this Agreement immediately on written notice to the Licensee if the Licensee fails to perform an obligation it is required to perform hereunder.

6.2 **Personal Property Removal.** On the expiry of the Term or earlier termination of this Agreement, the Licensee will promptly remove all of its and the Licensee's Representatives' machinery, supplies and other personal property from the Road, making good any damage caused by such removal. Any such personal property not removed by the Licensee by the end of 30 days may be removed and stored at a place of TimberWest's choice at the Licensee's sole risk and expense. All expenses incurred by TimberWest for the removal and storage of such personal property will become a debt due and payable to TimberWest and will constitute a lien against the Licensee's personal property which TimberWest may exercise by selling the personal property at any time without notice to the Licensee.

6.3 **Survival of Obligations.** Upon the expiry of the Term or earlier termination of this Agreement, all claims, causes of action or other outstanding obligations remaining or being unfulfilled as at the date of expiry or earlier termination and all of the provisions of this Agreement relating to the obligation of either of the parties to perform actions or to account to or to indemnify the other and pay to the other any moneys owing as at the date of expiry or earlier termination in connection with this Agreement will survive such expiry or earlier termination.

7. MISCELLANEOUS

7.1 **Prime Contractor.** Should the Road or any part of it become a "multi-employer workplace" as defined in section 118 of the *Workers Compensation Act* (as in force from time to time), then TimberWest and the Licensee agree to consult in good faith as to which party should be designated as the "prime contractor" for that workplace for the purposes of that section of that Act and make such agreement as is appropriate in the circumstances.

7.2 **Expropriation.** If during the Term the Road, or any part thereof, is acquired or condemned by expropriation for any public or quasi-public use, then TimberWest and the Licensee may separately claim, receive and retain awards of compensation for the loss of their respective interests, but neither TimberWest nor the Licensee will have any claim against the other in respect of such loss or the unexpired Term.

7.3 **Late Payments.** If the Licensee does not pay to TimberWest any amount which the Licensee is required to pay to TimberWest hereunder on the due date hereunder, such amount will thereafter bear interest at a rate equal to the Prime Rate plus 2% per annum, calculated and compounded monthly on the first day of each month until paid. "Prime Rate" means the rate of interest, expressed as a percentage per annum, declared from time to time by the main branch in Vancouver, British Columbia of the Royal Bank of Canada as its "prime rate", the intention being that the rate of interest prescribed hereunder will fluctuate as and when such declared prime rate fluctuates.

7.4 **Time.** Time is of the essence in this Agreement.

- 7.5 **Waiver.** Nothing contained in this Agreement will be construed as a waiver by TimberWest of any rights which TimberWest has or which may accrue to TimberWest at law, in equity or by statute, nor will TimberWest's failure to insist upon the Licensee's performance of any of the Licensee's obligations under the terms of this Agreement be deemed to be a waiver of TimberWest's right to do so at any time.
- 7.6 **Entire Agreement.** This Agreement sets forth all of the covenants, promises, conditions, agreements and understandings between TimberWest and the Licensee with respect to the use of the Road. No subsequent amendment of this Agreement will be binding upon the parties unless reduced to writing and signed by them.
- 7.7 **Governing Law / Exclusive Jurisdiction.** This Agreement will be construed and governed in accordance with the laws of the Province of British Columbia, which will be deemed to be the proper law hereof, and the courts of British Columbia will have the exclusive jurisdiction to determine all claims and disputes arising out of or in any way connected with this Agreement.
- 7.8 **No Registration of Agreement.** The Licensee will not register or purport to register this Agreement in any public registry.
- 7.9 **Notices.** All notices will be written and deemed duly given if delivered by hand or mailed by registered mail, postage prepaid, addressed to the party concerned at the address set forth above, or at such other address as may from time to time be communicated by notice. Any notice is deemed given and received, if delivered by hand, on the day delivered, and if mailed, five business days after mailing. If there is an actual or generally anticipated disruption in postal service caused by strike, lockout or other labour disturbance, any notice given must be delivered personally.
- 7.10 **Successors.** This Agreement will enure to the benefit of and be binding on the parties and their respective successors and permitted assigns.
- 7.11 **Assignment.** The Licensee will not assign or sublicense its rights hereunder without the prior written consent of TimberWest. Any assignment or sublicense by the Licensee of this Agreement or any interest herein without the prior written consent of TimberWest will be void. For the purposes of this section, any change in control of the Licensee will be deemed to be an assignment requiring TimberWest's prior written consent in accordance with this section.
- 7.12 **No Asset in Bankruptcy.** This Agreement will not be deemed to be an asset in bankruptcy of the Licensee.
- 7.13 **Counterparts.** This Agreement may be executed in any number of counterparts, with the same effect as if all the parties had signed the same document, and will become effective when one or more counterparts have been signed by all of the parties and delivered to each of the other parties. All counterparts will be construed together and evidence only one agreement, which, notwithstanding the dates of execution of any counterparts, will be deemed to be dated the date first above written, and only one of which need be produced for any purpose.

- 7.14 **Execution by Facsimile or Other Electronic Means.** This Agreement may be executed by the parties and transmitted by facsimile or other electronic means, and if so executed and transmitted this Agreement will be for all purposes as effective as if the parties had delivered an executed original Agreement.

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

TIMBERWEST FOREST COMPANY,
by its managing partner, **TIMBERWEST**
FOREST CORP.

By: _____
(Authorized Signatory)

THE CORPORATION OF THE VILLAGE OF CUMBERLAND

By: _____
(Authorized Signatory)

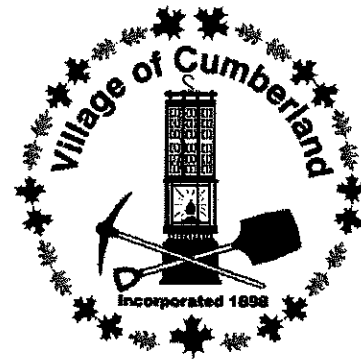
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The map displays the Lake Umbagog watershed in Maine, with a yellow grid overlaying 100-acre parcels. The Umbagog River and its tributaries are shown in blue. Key features include Lake Umbagog, Lake Umbagog Pond, and several smaller ponds. The map is labeled with parcel numbers, dates, and owner names. The following table summarizes the labeled parcels:

Parcel Number	Date	Owner
34-2015	008-704-313	BY2
34-2016	008-704-313	BY2
34-2017	008-704-313	BY2
34-2018	008-704-313	BY2
34-2019	008-704-313	BY2
34-2020	008-704-313	BY2
34-2021	008-704-313	BY2
34-2022	008-704-313	BY2
34-2023	008-704-313	BY2
34-2024	008-704-313	BY2
34-2025	008-704-313	BY2
34-2026	008-704-313	BY2
34-2027	008-704-313	BY2
34-2028	008-704-313	BY2
34-2029	008-704-313	BY2
34-2030	008-704-313	BY2
34-2031	008-704-313	BY2
34-2032	008-704-313	BY2
34-2033	008-704-313	BY2
34-2034	008-704-313	BY2
34-2035	008-704-313	BY2
34-2036	008-704-313	BY2
34-2037	008-704-313	BY2
34-2038	008-704-313	BY2
34-2039	008-704-313	BY2
34-2040	008-704-313	BY2
34-2041	008-704-313	BY2
34-2042	008-704-313	BY2
34-2043	008-704-313	BY2
34-2044	008-704-313	BY2
34-2045	008-704-313	BY2
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34-2067	008-704-313	BY2
34-2068	008-704-313	BY2
34-2069	008-704-313	BY2
34-2070	008-704-313	BY2
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34-2074	008-704-313	BY2
34-2075	008-704-313	BY2
34-2076	008-704-313	BY2
34-2077	008-704-313	BY2
34-2078	008-704-313	BY2
34-2079	008-704-313	BY2
34-2080	008-704-313	BY2
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34-2082	008-704-313	BY2
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34-2091	008-704-313	BY2
34-2092	008-704-313	BY2
34-2093	008-704-313	BY2
34-2094	008-704-313	BY2
34-2095	008-704-313	BY2
34-2096	008-704-313	BY2
34-2097	008-704-313	BY2
34-2098	008-704-313	BY2
34-2099	008-704-313	BY2
34-2100	008-704-313	BY2

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COUNCIL REPORT



REPORT DATE: January 5, 2015
MEETING DATE: January 12, 2015

TO: Mayor and Council
FROM: Rob Crisfield, Manager of Operations
SUBJECT: Multi Materials BC Contract Renewal

RECOMMENDATION

THAT Council receive the Multi Materials BC Contract Renewal report;
AND THAT Council approve a three year term with Multi Material BC starting April 1, 2015 and expiring March 31, 2018.

SUMMARY

Last September the Village of Cumberland agreed to move forward with the Multi Material BC (MMBC) program and signed an agreement that expires on March 31st of 2015. Following direction from Council at the September 28th Council meeting to work with MMBC on an extension of the current agreement, staff has been in discussions with MMBC staff on some minor language changes and a length of term. The agreement is now ready for Council's approval.

BACKGROUND

The Village of Cumberland currently receives financial incentives from MMBC specifically for the curbside collection of residential Packaging and Printed Paper (PPP) materials. The contract and agreement through which these funds are provided expires on March 31st of 2015.

At a Council meeting held September 28th of 2014, staff received direction to enter into negotiations with MMBC on the renewal of the current contract. Currently within the Statement of Works (SOW) there is language that would seem to indicate that the municipality would supply containers to residents and businesses in Cumberland. Through discussions with MMBC, new language has been included in the agreement that provides the Village with flexibility on the provision of containers. There was also discussion concerning requirements for maintenance and operation of the collection vehicles. Through these discussions and with further discussion with the Collection Contractor, staff has no further concerns.

Staff is recommending that the Village of Cumberland enter into a three (3) year agreement with MMBC, understanding the ability for either party to terminate the contract with six months notice.

FINANCIAL IMPLICATIONS

Currently we are receiving funding incentives from MMBC for the collection of PPP materials. The MMBC incentive is being used to eliminate the residential recycling portion of the solid waste residential fee and the rate stabilization reserve is being used to lessen the impact that the ongoing tipping fee increases will have on the garbage portion of the solid waste fee.

As per council direction, staff have used 50% of the funds originally collected specifically for the recycling program to lower the residential solid waste collection fees and have directed the remainder of the funds towards a reserve account that will be used to lessen the impact on the solid waste collection fees that the increased tipping fees at the Landfill will have.

STRATEGIC OBJECTIVE

None

ATTACHMENTS

None

CONCURRENCE

Michelle Mason, Financial Officer

OPTIONS

1. THAT Council approve a three year term with Multi Material BC starting April 1, 2015 and expiring March 31, 2018.
2. Any other action deemed appropriate by Council.

Respectfully submitted,



Rob Crisfield
Manager of Operations
Village of Cumberland



Sundance Topham
Chief Administrative Officer

SCHEDULE 2.1(a)
STATEMENT OF WORK FOR CURBSIDE COLLECTION SERVICES PROVIDED BY LOCAL GOVERNMENT

This Statement of Work is incorporated into and forms part of the Master Services Agreement made between The Corporation of the Village of Cumberland ("**Contractor**") and Multi-Material BC Society ("**MMBC**") made as of November 30, 2013 (the "**Agreement**"). The effective date of this Statement of Work (the "**SOW Effective Date**") is April 1, 2015.

SECTION 1. Interpretation

- 1.1 **Definitions.** In this Statement of Work, the following terms will have the following meaning. Capitalized terms used but not defined in this Statement of Work will have the respective meanings ascribed to them in the Agreement.

"**Agreement**" has the meaning set out on the first page of this Statement of Work.

"**Container**" means any blue bin, bag, open container or cart used for household storage and curbside set-out of In-Scope PPP in the performance of this Statement of Work.

"**Corrugated Cardboard**" means paper-based material consisting of a fluted corrugated sheet and one or two flat linerboards.

"**Curb**" or "**Curbside**" means a location within one (1) metre of the Public Street or Private Road.

"**Curbside Collection**" has the meaning set out in Section 2.1.

"**Curbside Household**" means a self-contained dwelling unit providing accommodation to one or more people, including single-family dwellings and buildings with up to four suites, where the resident is expected to deliver In-Scope PPP to the Curb for collection.

"**Customer**" means residents of Curbside Households within the Service Area.

"**Designated Post-Collection Service Provider**" means the delivery point, designated by MMBC, for the Contractor-collected In-Scope PPP.

"**In-Scope PPP**" mean the PPP set out in Attachment 2.1.2 and such other materials identified as In-Scope PPP by MMBC in writing from time to time.

"**Industrial, Commercial and Institutional**" or "**ICI**" means any operation or facility other than a Curbside Household, including: industrial facilities such as warehouses, distribution centres, manufacturing facilities; commercial facilities such as retail stores, offices, strip malls and vacation facilities, such as hotels, motels, cottages, cabins and rental, co-operative, fractional ownership, time-share or condominium accommodation associated with sports and leisure facilities (e.g., ski resorts); and, institutional facilities such as schools, churches, community buildings, local government buildings, arenas, libraries, fire halls, police stations and residences at which medical care is provided, such as nursing homes, long-term care facilities and hospices.

"**Missed Collection**" means failure of Contractor to collect In-Scope PPP that has been set out by a Customer on the Customer's scheduled collection day by the appointed set out time.

"**Non-PPP Items**" means any material that is not In-Scope PPP.

"**Private Road**" means a privately-owned and maintained way that allows for access by a service vehicle and that serves multiple residences.

"Public Street" means a public right-of-way used for public travel, including public alleys.

"Service Area" means the geographic area delineated in Attachment 2.1.1.

"Service Commencement Date" means April 1, 2015.

"SOW Effective Date" has the meaning set out on the first page of this Statement of Work.

"SOW Services" has the meaning set out in Section 2.

- 1.2 Attachments. As of the Effective Date, the following Attachments form part of this Agreement (note that Attachment numbering is not sequential and is based on a related section reference):

<u>Attachment</u>	<u>Description</u>
Attachment 2.1.1	- Service Area
Attachment 2.1.2	- In-Scope PPP
Attachment 3.4	- Service Level Failures
Attachment 5	- Fees

SECTION 2. Services

Contractor will provide, on the terms and conditions set out in the Agreement as supplemented and modified by the terms and conditions of this Statement of Work, the following Services (the **"SOW Services"**):

- 2.1 Curbside Collection Services. Beginning on the Service Commencement Date, Contractor will collect In-Scope PPP at Curbside from all Customers within the Service Area as further described in this Section 2(a) (the **"Curbside Collection"**) and in accordance with the terms of the Agreement and this SOW.

2.1.1 Service Area.

- (a) Contractor will perform Curbside Collection from Customers in the Service Area.
- (b) Except for changes that result from an annual baseline review made pursuant to Attachment 5, changes to the Service Area will be made in accordance with the change process set out in Section 2.2 of the main body of the Agreement.
- (c) Notwithstanding the Curbside Household Baseline (as defined in Attachment 5), Contractor is obligated to provide the SOW Services to all Customers in the Service Area.

2.1.2 PPP Materials.

- (a) Contractor will collect all In-Scope PPP from all Customers that: (I) are placed in Containers (including both Contractor-provided and Customer-owned Containers); and (II) any Corrugated Cardboard, tied securely and stacked by the Customers' Container (or stacked alone if no Container is present).
- (b) Collected In-Scope PPP may not contain more than three percent (3%) by weight of Non-PPP Items. In-Scope PPP delivered to the Designated Post-Collection Service Provider will consist of no more than three percent (3%) by weight of Non-PPP Items. Loads exceeding three percent (3%) by weight of Non-PPP

Items may be subject to rejection by the Designated Post-Collection Service Provider and Service Level Failure Credits.

- (c) Notwithstanding Section 2.1.2(b) above, Contractor may not collect, and collected In-Scope PPP may not contain, any packaging containing hazardous or special waste under this SOW.

2.1.3 Collection.

- (a) Contractor will not place limits on the quantity of In-Scope PPP collected from Customers.
- (b) Contractor will pick up In-Scope PPP placed by Customers (in accordance with Section 2.1.2(a)(I) or (II)) at the Curb along the collection vehicle route which may be a Public Street or a Private Road.
- (c) Contractor will perform Curbside Collection no more frequently than weekly and no less frequently than bi-weekly.
- (d) Section 2.1.3 (c) does not apply to Category 8 Glass Packaging.
- (e) Contractor will not compact In-Scope PPP in Curbside Collection vehicles at a ratio higher than 2.5:1.
- (f) Contractor will make collections in an orderly, non-disruptive, and quiet manner, and will return Containers (including, in the case of Carts, with their lids closed) in their set out location in an orderly manner. Location of Containers should not block sidewalks, driveways, or on street parking.
- (g) Contractor will monitor the quality of In-Scope PPP set out for collection. Customers with more than three percent (3%) by weight of Non-PPP Items in a given Container will receive a written notice from Contractor to reduce the quantity of Non-PPP Items. Customers that receive three or more written notices per calendar quarter (three months) will be contacted by the Contractor by phone or in person to resolve the issue. If the quantity of Non-PPP Items is not reduced to less than three percent (3%) by weight after a minimum of three (3) attempts to educate the Customer, MMBC may remove the Customer from the Service Area.
- (h) Where Contractor provided In-Scope PPP collection services to Customers immediately prior to the Service Commencement Date, Contractor will provide Curbside Collection Services that meet or exceed the level of service provided by Contractor prior to the Service Commencement Date.

2.1.4 Containers.

- (a) Contractor will, at no additional cost to MMBC, ensure Customers have access to reusable Containers with sufficient volume to accommodate In-Scope PPP generated by the Customers between collections so that Containers capacity is not a barrier to Customer use of the Curbside Collection service.
- (b) Where Customers or geographical area are added to a Service Area under Section 2.1.1(b), Contractor will deliver Containers to Customers at least ten (10) Business Days prior to the start date provided by MMBC.

- (c) Contractor will procure and deliver a Container to a requesting Customer within seven (7) Business Days of the Customer's initial request.
- (d) Where Customer chooses to provide their own Container, Contractor will handle the Customer-owned Container in such a way as to prevent undue damage, and Contractor will be responsible for unnecessary or unreasonable damage to Customer-owned Containers.
- (e) In the event that a particular Customer repeatedly damages a Container or requests more than one replacement Container more frequently than a time period allowing for reasonable wear and tear during the SOW Term, Contractor may charge Customer for the depreciated value of the Container and will forward in writing the Customer's name and address to MMBC with a full explanation of the incident(s). In the event that the problem continues, Contractor may discontinue service to that Customer provided MMBC provides prior written approval.
- (f) Where Contractor did not provide In-Scope PPP collection services to Customers immediately prior to the Service Commencement Date, Contractor will comply with the following:
 - (i) Contractor will, at Contractor's cost, procure, assemble, deliver to each Customer, and to otherwise prepare for use, Containers that meet the requirements set out in this Agreement.
 - (ii) Contractor will deliver Containers to Customers at least ten (10) Business Days prior to the Service Commencement Date.
- (g) If Contractor collects In-Scope PPP loose in Containers other than in bags, Contractor will not change to collecting In-Scope PPP in a Container that is a bag without MMBC's prior written approval.

2.1.5 Designated Post-Collection Service Provider.

- (a) Contractor will deliver all collected In-Scope PPP to the Designated Post-Collection Service Provider on the day of collection, unless Contractor is unable to deliver on the day of collection for an unforeseen reason outside Contractor's reasonable control, in which case Contractor will deliver such collected In-Scope PPP to the Designated Post-Collection Service Provider as soon as possible thereafter and will store such In-Scope PPP during the interim in a safe and secure manner. Contractor may not charge any amounts to the Designated Post-Collection Service Provider in connection therewith. Contractor will not release In-Scope PPP to anyone other than the Designated Post-Collection Service Provider or dispose of any collected In-Scope PPP without prior written authorization from MMBC.
- (b) Contractor will deliver all collected In-Scope PPP to the Designated Post-Collection Service Provider segregated, at a minimum, in the manner set out in Attachment 2.1.2.
- (c) If the Service Area is within the Metro Vancouver Regional District, the Designated Post-Collection Service Provider will accept delivery of In-Scope PPP from the Contractor at a location within 30 minutes (on average based on typical traffic conditions between 10 am and 2 pm Monday to Friday) from the municipal boundary at the point of least distance to the facility operated by the Designated

Post-Collection Service Provider. If the Service Area is not within Metro Vancouver Regional District, the Designated Post-Collection Service Provider will accept delivery of In-Scope PPP from the Contractor at a location 60 kilometers from the municipal boundary at the point of least distance to the facility operated by the Designated Post-Collection Service Provider. If delivery to the Designated Post-Collection Service Provider requires the use of a ferry, then delivery boundary is the ferry terminal and the portion of the trip that requires ferry travel is to be the responsibility of the Designated Post-Collection Service Provider.

- (d) MMBC may change the Designated Post-Collection Service Provider upon 30 days' notice. If MMBC changes the Designated Post-Collection Service Provider such that the new location is greater than 10 kilometers beyond the applicable maximum distance set out in Section 2.1.5(b), such change will be made pursuant to the change process in Section 2.2 of the main body of the Agreement (provided that Contractor may not refuse such a change).
- (e) If the Designated Post-Collection Service Provider refuses to receive In-Scope PPP from Contractor due to a verified claim that Contractor's collected In-Scope PPP contains more than three percent (3%) by weight of Non-PPP Items or contains any hazardous or special waste, MMBC reserves the right to designate an alternative Designated Post-Collection Service Provider and deduct any additional costs associated with use of the alternative Designated Post-Collection Service Provider from the Fees due to Contractor.

2.1.6 Spillage.

- (a) All loads collected by Contractor will be completely contained in collection vehicles at all times, except when material is actually being loaded. Hoppers on all collection vehicles will be cleared frequently to prevent the occurrence of blowing or spillage.
- (b) Any spillage of materials that occurs during Curbside Collection will be immediately cleaned up or removed by Contractor at its sole expense. Contractor will keep accurate records of each occurrence of spillage and of its clean-up, and will make such records available to MMBC on request, and if requested by MMBC, as part of a regular report to be delivered with such frequency as requested by MMBC (but not more frequently than monthly). Contractor expressly acknowledges it is solely responsible for any violations of Applicable Law that may result from said spillage.
- (c) Without limiting subsection (b) above, Contractor will maintain all collection vehicles to ensure that no liquid wastes (e.g., leachate) or oils (e.g., lubricating, hydraulic, or fuel) are discharged to Customer premises or Public Streets or Private Roads. All collection and route supervisor vehicles used by Contractor will be equipped with a spill kit sufficient in size to contain a spill of equivalent volume to the largest lubricating, hydraulic or fuel tank on the largest collection vehicle. Any discharge of liquid wastes or oils that may occur from Contractor's collection vehicles prior to them being removed from service will be cleaned up or removed by Contractor within three hours of being noticed by route staff, Customers, or MMBC, and will be remediated by Contractor at its sole expense. Such clean-up or removal will be documented with pictures, and notice of such clean-up or removal will be provided to MMBC in writing. Contractor will immediately notify the MMBC-designated spill coordinator of any spills that enter ground-water or drainage systems.

2.1.7 Routes.

- (a) Contractor Curbside Collection routes may not extend outside the Service Area. Contractor collection vehicles used to perform Curbside Collection may only be used elsewhere if they are emptied before and after such other use and Contractor has obtained prior approval from MMBC in writing.

2.1.8 Pilot programs.

- (a) MMBC may wish to test or implement one or more new services or developments in PPP material segregation, processing, or collection technology. MMBC will notify Contractor in writing at least 90 days prior of its intention to implement a pilot program or of its intentions to utilize a new technology system in a Service Area. The costs (or savings) accrued by MMBC-initiated pilot programs will be negotiated prior to implementation pursuant to the change process in Section 2.2 of the main body of the Agreement. If MMBC deems the pilot a success, and desires to incorporate the service or development represented in the pilot program into this SOW, such a change will be made pursuant to the change process in Section 2.2 of the main body of the Agreement.
- (b) Contractor-initiated pilot programs will require prior written notification to and written approval by MMBC. Contractor-initiated pilot programs will be performed at no additional cost to MMBC.

2.2 Customer Service and Management. As part of Curbside Collection, Contractor will provide the following Services.

2.2.1 Customer Service Requirements

- (a) Contractor's Customer service office and call center will be accessible by a local area code and prefix phone number. Customer service representatives will be available through Contractor's call center during office hours for communication with Customers and MMBC representatives. Customer calls will be taken during office hours by a person, not by voice mail. During all non-office hours for the call center, Contractor will have an answering or voice mail service available to record messages from all incoming telephone calls, and include in the message an emergency telephone number for Customers to call outside of normal office hours in case of an emergency.
- (b) Contractor will maintain a twenty-four (24) hour emergency telephone number for use by MMBC. Contractor will have a representative, or an answering service to contact such representative, available at such emergency telephone number for MMBC-use during all hours, including normal office hours.
- (c) Contractor's Customer service representatives will have instantaneous electronic access to Customer service data and history to assist them in providing excellent Customer service.

2.2.2 Customer Service Representative Staffing

- (a) Contractor will maintain sufficient staffing to answer and handle complaints and service requests in a timely manner made by all methods, including telephone, letters, e-mails and text messages. If staffing is deemed to be insufficient by MMBC to handle Customer complaints and service requests in a timely manner, the Contractor will increase staffing levels to address the performance deficiency.

- (b) Where Contractor did not provide In-Scope PPP collection services to Customers immediately prior to the Service Commencement Date, Contractor will provide additional staffing from Service Commencement Date through the end of the fourth month after the Service Commencement Date to ensure that sufficient staffing is available to minimize Customer waits and inconvenience. Contractor will receive no additional compensation for increased staffing levels during the implementation period. Staffing levels during the implementation period will be subject to prior MMBC review and approval.

2.2.3 Customer Complaints and Requests

- (a) Contractor will record all Customer complaints and service requests, regardless of how received, including date, time, Customer's name and address, if the Customer is willing to give this information, method of transmittal, and nature, date and manner of resolution of the complaint or service request in a computerized daily log. Any telephone calls received via Contractor's non-office hours voice mail or answering service will be recorded in the log the following business day. Contractor will make a conscientious effort to resolve all complaints and service requests within twenty-four (24) hours of the original contact. If a longer response time is necessary for complaints or requests, the reason for the delay will be noted in the log, along with a description of Contractor's efforts to resolve the complaint or request.
- (b) Customer service log will be available for inspection by MMBC during Contractor's office hours, and will be in a format approved by MMBC. Contractor will provide a copy of this log in an electronic format from the Microsoft Office suite of software to MMBC on request, and if requested by MMBC, as part of a regular report to be delivered with such frequency as requested by MMBC (but not more frequently than monthly).

2.3 Promotion and Education.

- 2.3.1 Contractor will have primary responsibility for executing public promotion, education, and outreach programs. Contractor will incorporate MMBC-developed communications messages and images in Contractor public promotion, education, and outreach programs.
- 2.3.2 Contractor will have primary responsibility for providing Customers service-oriented information such as dates and times of Curbside Collection.

2.4 Transition and Implementation Services. Where Contractor did not provided In-Scope PPP collection services to Customers immediately prior to the Service Commencement Date, Contractor will, beginning on the SOW Effective Date, develop, with MMBC's input and prior written approval, and submit to MMBC no later than two weeks after the SOW Effective Date, a transition and implementation plan (the "**Transition and Implementation Plan**") for implementing Curbside Collection, including a specific timeline as to when different activities and events will occur, details of how different events impact other events in the timeline, and the process to be used to ensure that implementation occurs on the Service Commencement Date with no disruption. The Transition and Implementation Plan will cover the entire period from the SOW Effective Date, up through and including the six month period following the Service Commencement Date. Contractor will describe in detail what is involved with each of the activities and events listed in the Transition and Implementation Plan.

SECTION 3. Performance Standards and Operational Requirements

- 3.1 Personnel Conduct. Contractor personnel performing Curbside Collection will at all times be courteous, refrain from loud, inappropriate or obscene language, exercise due care, perform their work without delay, minimize noise, and avoid damage to public or private property. If on private property, Contractor personnel will follow the regular pedestrian walkways and paths, returning to the street after replacing empty Containers. Contractor personnel will not trespass or loiter, cross flower beds, hedges, or property of adjoining premises, or meddle with property that does not concern them or their task at hand.
- 3.2 Vehicle Standards. Without limiting any other requirements or obligations of Contractor, Contractor will meet or exceed the following standards in respect of collection vehicles used to perform Curbside Collection.
- 3.2.1 All collection vehicles will be maintained in a clean and sanitary manner, and will be thoroughly washed at least once each week. All collection vehicles will have appropriate safety markings, including all highway lighting, flashing and warning lights, clearance lights, and warning flags, all in accordance with applicable law. All collection vehicles and all parts and systems of all collection vehicles will operate properly and be maintained in a condition compliant with all applicable laws, good industry standards, and be in a condition satisfactory to MMBC. Any vehicles not meeting these standards will not be used within the Service Area until repairs are made. All collection vehicles will be equipped with variable tone or proximity activated reverse movement back-up alarms.
- 3.2.2 Contractor will maintain all vehicles used in the performance of Curbside Collection in a manner intended to achieve reduced emissions and particulates, noise levels, operating costs, and fuel use.
- 3.3 SOW Record and Reporting Requirements. In addition to the record keeping and reporting requirements in the Agreement, Contractor will:
- 3.3.1 Service Delivery Reporting
- (a) maintain an electronic record of all calls related to Missed Collections and the response provided by Contractor.
 - (b) maintain an electronic record of all Customer requests, complaints and inquiries, including Customer name, mailing address, contact information (both telephone number and e-mail, if available), property name and service address, if different from mailing address, date of contact, reason for contact, results of Customer request, complaint or inquiry, resulting changes, additional follow-up needed, follow-up conducted, results of follow-up, and list of educational or outreach materials provided.
 - (c) maintain the following records, and such other records as may be requested by MMBC:
 - (i) Tonnage by collection date and weight scale ticket (which must include the collector name and truck number);
 - (ii) Customer communications related to Curbside Collection including telephone calls, letters, e-mails, text messages or webpage messages received; and
 - (iii) Notices left for Customers.

- (d) make all records maintained pursuant to this Statement of Work available to MMBC upon request, and if requested by MMBC, will provide a regular (but no more frequently than monthly) report to MMBC, in a format and by a method approved by MMBC, setting out or summarizing (at MMBC's discretion) such records as may be indicated by MMBC for the reporting period.
- (e) upon MMBC's request, provide up to four ad-hoc reports each year, at no additional cost to MMBC. These reports may include Customer service database tabulations to identify specific Service Level or participation patterns or other similar information. Reports will be provided in MMBC-defined format and software compatibility. These reports will not require the Contractor to expend more than sixty (60) staff hours per year to complete.

3.3.2 Claims Reporting

- (a) All loads must be documented in a manner specified by MMBC, from time to time, including by a certified scale ticket provided by the Designated Post-Collection Service Provider, with Contractor name and address, Designated Post-Collection Service Provider name and address, date, time, truck number, net weight by material type (by material types set out in Attachment 2.1.2; MMBC's claim reporting system will be customized to display only the material types classifications applicable to Contractor, the terminology for which may differ than that set out in Attachment 2.1.2), and such other information as MMBC may designate (collectively, "**Claim Information**"). Standard tare weights for specific trucks may only be used on specific written permission of MMBC.
- (b) At least every two weeks, Contractor will report the Claim Information through MMBC's claims reporting portal, or through such other method as MMBC may designate.
- (c) MMBC will issue a claim summary to Contractor (which, if agreed by Contractor, MMBC, and Designated Post-Collection Service Provider, may be based on Claim Information directly provided to MMBC by the Designated Post-Collection Service Provider), and Contractor will review the claim summary for accuracy. Contractor must report to MMBC any content in the claim summary that Contractor disputes within 5 days of the claim summary being issued.
- (d) After MMBC has approved the Claim Information for Contractor, MMBC will issue a purchase order to Contractor, including a reference number. If MMBC requires an invoice for such purchase order and Contractor has the right to invoice for such purchase order, Contractor may then invoice MMBC for such purchase order. Contractor must include the purchase order reference number on its invoice. For clarity, issuance of a claim summary does not indicate or evidence that MMBC has approved the applicable Claim Information.

3.4 Service Levels. If Contractor fails to meet any Service Level set out in Attachment 3.4, MMBC will be entitled to the applicable Service Level Failure Credits set out in Attachment 3.4.

SECTION 4. SOW Term

This Statement of Work will commence on the SOW Effective Date and its initial term will continue until the expiry of a three (3) year period following the SOW Effective Date. The initial term and any such additional term or terms are herein referred to as the "**SOW Term**".

SECTION 5. Fees

The Fees payable by MMBC for the performance by Contractor of the SOW Services are set out in Attachment 5 to this Statement of Work, and such Fees begin after the Service Commencement Date.

SECTION 6. Additional Terms

- 6.1 No Double Charge. Contractor will not charge Customers a price for delivery of the SOW Services that includes the value of the Fees to be paid by MMBC under this Statement of Work.
- 6.2 Scavenging Forbidden. Contractor will not scavenge, or permit any person (including its employees) to scavenge any materials (including, if permitted by law, materials other than In-Scope PPP that have been set out to be collected by other collection service providers) at any time and at any location during Contractor's performance of the Services or otherwise.
- 6.3 Risk. Contractor will be responsible for all risks, including risk of loss of, or damage caused by, the In-Scope PPP from the time the In-Scope PPP is collected by Contractor until delivery to the Designated Post-Collection Service Provider. In-Scope PPP will be deemed to be delivered when off-loaded from Contractor's vehicles at the Designated Post-Collection Service Provider's facility and accepted by the signature of an authorized representative of the Designated Post-Collection Service Provider. Contractor will be responsible for the cost of any damage to Containers or the Designated Post-Collection Service Provider facility caused by the Contractor.

(Signature page follows.)

IN WITNESS WHEREOF the parties have executed this Statement of Work effective as of the SOW Effective Date.

MULTI-MATERIAL BC SOCIETY

Per: _____
(I have authority to bind MMBC)

Name: _____
(Please Print)

Title: _____

THE CORPORATION OF THE VILLAGE OF CUMBERLAND

Per: _____
(I have authority to bind Contractor)

Name: _____
(Please Print)

Title: _____

Per: _____
(I have authority to bind Contractor)

Name: _____
(Please Print)

Title: _____

Note: Second signatory to be completed by Contractor only if Contractor requires two signatories (and by leaving the second signatory blank and returning the Statement of Work to MMBC, Contractor and the first signatory represent that no additional signatories are required).

**ATTACHMENT 2.1.1 TO SCHEDULE 2.1(a)
DESIGNATED SERVICE AREA**

1. Under this Statement of Work,
 - (a) the initial Curbside Household Baseline (as defined in Attachment 5) will be 1,439; and
 - (b) the initial Curbside ICI Baseline (as defined in Attachment 5) will be 0.
2. The Service Area is:

Village of Cumberland

ATTACHMENT 2.1.2 TO SCHEDULE 2.1(a)
IN-SCOPE PPP

For the purpose of this Statement of Work, In-Scope PPP will mean the material described in the categories of PPP below that have been selected as indicated by an x in the associated check box (and the In-Scope PPP shall be segregated, at a minimum, in the streams that have been selected below):

- ☒ PPP, in single stream, in Category 1, Category 2, Category 3(a), Category 3(b), Category 6 and Category 7.
- ☐ PPP, in multi stream, in Category 1, Category 2, and Category 3(b) which may be comingled together, but must be segregated from all other PPP.
- ☐ PPP, in multi stream, in Category 3(a), Category 6 and Category 7 which may be comingled together, but must be segregated from all other PPP.
- ☐ PPP in Category 8, segregated from all other PPP.

And, to the extent beverage containers as defined in Schedule 1 of the *Recycling Regulation* to the *Environmental Management Act* (BC) are comingled with In-Scope PPP to be collected by Contractor, such beverage containers shall be deemed to be In-Scope PPP for the purposes of this Statement of Work.

ATTACHMENT 3.4 TO SCHEDULE 2.1(a)
SERVICE LEVEL FAILURES

1. Contractor will incur the following Service Level Failure Credits on the following Service Level Failures:

	Service Level Failure	Service Level Failure Credit												
1	Overstatement of Curbside Households or understatement of Industrial, Commercial and Institutional locations in Service Area.	\$5,000 per incident.												
2	Failure to provide a required report pursuant to Section 3.3.1 on time.	\$500 per day past deadline.												
3	Failure to separate Curbside Collection of In-Scope PPP from Customers in Service Area from materials collected outside of the Service Area without prior written approval from MMBC.	\$5,000 per route, plus \$3,000 per month until the route is Service Area only or a request for approval has been submitted in writing and has been approved in writing by MMBC.												
4	Delivery of materials to Designated Post-Collection Service Provider that contain more than 3% by weight of Non-PPP Items.	The Per Load Amount per weigh-scale ticketed load, but not to exceed in the aggregate in any year: (i) an amount that is equal to 24 loads at the foregoing Service Level Failure Credit amount, or (ii) the total Fees paid or payable to Contractor in the year, whichever is lower. For the purpose of this Service Level Failure, the "Per Load Amount" will be determined by the Curbside Household Baseline (as defined in Attachment 5), in accordance with the following table: <table><tr><th>Curbside Household Baseline</th><th>Per Load Amount</th></tr><tr><td>10,000+</td><td>\$5,000</td></tr><tr><td>5,000-9,999</td><td>\$3,750</td></tr><tr><td>2,500-4,999</td><td>\$2,500</td></tr><tr><td>499-2,499</td><td>\$1,250</td></tr><tr><td>0-499</td><td>\$500</td></tr></table>	Curbside Household Baseline	Per Load Amount	10,000+	\$5,000	5,000-9,999	\$3,750	2,500-4,999	\$2,500	499-2,499	\$1,250	0-499	\$500
Curbside Household Baseline	Per Load Amount													
10,000+	\$5,000													
5,000-9,999	\$3,750													
2,500-4,999	\$2,500													
499-2,499	\$1,250													
0-499	\$500													
5	A failure to comply with Section 4.6.1 and 4.6.2, or a failure to enact its applicable Business Continuity Plan, on the occurrence of a Labour Disruption.	An equitable reduction in the Fees to reflect the value of any Services not received by MMBC plus \$5,000 per day of Labour Disruption.												
6	Contractor delivers In-Scope PPP to any location, such as a landfill, incinerator or energy recovery facility, other than the Designated Post-Collection Service Provider without the prior written permission of MMBC	\$25,000 per weigh-scale ticketed load.												

2. If the average annual amount of In-Scope PPP collected per Curbside Household by Contractor, in any 12 month period (based on the Curbside Household Baseline defined in Attachment 5), falls below 135 kilograms, then Contractor will, within 90 days, prepare and submit to MMBC for approval a remediation plan designed to raise its collection yield above 135 kilograms per

Curbside Household. Following approval of the remediation plan by MMBC, Contractor will execute the plan. Contractor will provide monthly reporting to MMBC detailing the progress and outcomes of the remediation plan. If material improvement does not occur within 90 days of beginning to execute the plan, then Contractor will work with MMBC to establish additional changes and to adopt best practices recommended by MMBC in order to increase collection yield, and, at MMBC's discretion, may result in an equitable downward change in the Fees to reflect the reduced value of the amount of In-Scope PPP being collected by Contractor.

3. If the quantity of Category 8 Glass Packaging is found higher than 3% (by weight) in Categories 1, 2, 3, 6 and 7 PPP collected through Curbside Collection after May 19, 2015, Contractor will, within 90 days, prepare and submit to MMBC for approval a remediation plan designed to reduce the quantity of Category 8 Glass Packaging to this level. Following approval of the remediation plan by MMBC, Contractor will execute the plan. Contractor will provide monthly reporting to MMBC detailing the progress and outcomes of the remediation plan. If material improvement does not occur within 90 days of beginning to execute the plan, then Contractor will work with MMBC to establish additional changes and to adopt best practices recommended by MMBC in order to achieve the stated objective.

ATTACHMENT 5 TO SCHEDULE 2.1(a)
FEES

1. In this Attachment, the following terms will have the following meaning:

"Bonus Period" means each 365 day period during the SOW Term, commencing on the Service Commencement Date.

"Curbside Household Baseline" means the number of Curbside Households in Service Area as initially set out in Attachment 2.1.1, as may be modified in accordance with Section 3 of this Attachment, or pursuant to a change order made pursuant to Section 2.2 of the main body of the Agreement.

"Curbside ICI Baseline" means the number of Industrial, Commercial and Institutional locations in the Service Area receiving Curbside Collection Service as initially set out in Attachment 2.1.1, as may be modified in accordance with Section 3 of this Attachment, or pursuant to a change order made pursuant to Section 2.2 of the main body of the Agreement.

2. In consideration for Contractor's performance of the SOW Services MMBC will pay Contractor:

- (a) The selected (as indicated by an x in the associated check box) annual amount in the table below times the Curbside Household Baseline (to be payable in arrears, in equal quarterly payments on net 30 day terms, provided that Contractor has submitted all applicable claims):

	Curbside Collection Financial Incentive	
	Single-stream – Categories 1, 2, 3 (a), 3 (b), 6 and 7	\$ per Curbside Household per Year
☐	>2 Curbside Households per hectare	\$32.00
☒	0.2 to 2 Curbside Households per hectare	\$34.00
☐	<0.2 Curbside Households per hectare	\$36.00
	Multi-stream – Categories 1, 2 and 3 (b) separate from Categories 3 (a), 6 and 7	\$ per Curbside Household per Year
☐	>2 Curbside Households per hectare	\$35.00
☐	0.2 to 2 Curbside Households per hectare	\$37.00
☐	<0.2 Curbside Households per hectare	\$39.00

- (b) Each of the following that are selected (as indicated by an x in the associated check box) in the table below (which may be none): (i) the Resident Education Top Up amount; (ii) the Service Administration Top Up amount; and (iii) if Contractor also provides depot services pursuant to this Agreement in the Service Area pursuant to an active Statement of Work for Depot Collection Services, the Depot Top Up, in each case as set out in the table below times the Curbside Household Baseline to be invoiced and paid in arrears, in equal quarterly payments, provided that Contractor has submitted all applicable claims:

	Top Up available to local governments accepting Curbside Collection incentive	\$ per Curbside Household per Year
☒	Resident Education Top Up	\$0.75

☐	Depot Top Up	\$0.25
☒	Service Administration Top Up	\$2.50

Without limiting Contractor's obligations under this Statement of Work (including without limiting the cost Contractor is required to incur to perform such obligations), the Resident Education Top Up amount must be used for the purpose of providing resident education in respect of the Collection Services.

- (c) If selected (as indicated by an x in the associated check box), the following per tonne amount, to be invoiced and paid pursuant to the claims submission process in accordance with the terms of the Agreement:

Curbside Collection Financial Incentive		
☐	Category 8 - Glass Packaging	\$ per Tonne
		\$80.00

- (d) For each Bonus Period, the Achieved Bonus Amount times the Curbside Household Baseline, where the "Achieved Bonus Amount" is the performance bonus amount in the table below that corresponds with the average amount of In-Scope PPP per Curbside Household actually collected by Contractor during the Bonus Period. The foregoing will be calculated annually, at the end of each Bonus Period, based on the Curbside Household Baseline and the approved claims submitted for the Bonus Period. The annual performance bonus, if any, will be paid no later than 30 days after the contract anniversary date.

If Contractor also provides collection services to multi-family buildings pursuant to another Statement of Work under this Agreement ("**Multi-Family Household Collection**"), and In-Scope PPP collected during Multi-Family Household Collection is collected in a vehicle with In-Scope PPP collected from Curbside Households under this Statement of Work, then, for the purpose of calculating the performance bonus under this subsection (c), the Curbside Household Baseline will be adjusted to include the number of multi-family households whose In-Scope PPP has been collected in this manner.

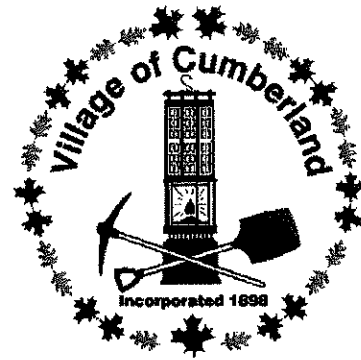
Curbside Collection Performance Bonus				
Avg In-Scope PPP Collected per Curbside Household Per Year	180 - 199 Kilograms	200 - 219 Kilograms	220 - 239 Kilograms	> 240 Kilograms
Performance Bonus	\$ per Curbside Household per Bonus Period			
	\$1.00	\$2.00	\$3.00	\$4.00

3. Annual Baseline Review.

- (a) On an annual basis, on a date to be determined by MMBC, Contractor will, in good faith, report and attest (in a form acceptable to MMBC) to the then-current number of:
- (i) Curbside Households in the Service Area;

- (ii) Industrial, Commercial and Institutional (ICI) locations in the Service Area receiving Curbside Collection Service; and
 - (iii) Curbside Households per hectare in the Service Area.
- (b) MMBC may also provide evidence of the then-current numbers for the foregoing. Based on Contractor's attestation and the evidence provided by MMBC, MMBC and Contractor will work in good faith to mutually agree on the new Curbside Household Baseline and to identify and agree upon any changes in population density and the Curbside ICI Baseline. If the agreed upon new values of the foregoing trigger a price change (as, and only as, per the pricing categories listed in this Attachment), the parties will update this Attachment by execution of a change order. Any Dispute in establishing the foregoing will be resolved by the Dispute resolution process under the Agreement.
- (c) For purposes of reporting and determining the number of Curbside Households:
 - (i) A single family dwelling is considered one (1) Curbside Household;
 - (ii) A laneway house is considered one (1) Curbside Household;
 - (iii) A duplex is considered two (2) Curbside Households;
 - (iv) A triplex is considered three (3) Curbside Households;
 - (v) A fourplex is considered four (4) Curbside Households;
 - (vi) A single family dwelling that has been converted into two, three or four residential dwelling units, shall be considered a duplex, triplex or fourplex, as described in (iii), (iv) and (v) respectively, where the Contractor recognizes the conversion for utility and/or contract billing and provides Curbside Collection to each unit in the converted building at an equivalent service level as a single family dwelling; and
 - (vii) A single family dwelling that has been converted into multiple dwelling units that is recognized by the Contractor as a single family dwelling for utility and/or contract billing is considered one (1) Curbside Household.
- (d) The number of Curbside ICI Baseline locations and the pro-rated quantity of In-Scope PPP from the Curbside ICI Baseline locations will be excluded from the Fees set out in this Attachment 5.

COUNCIL REPORT



REPORT DATE: January 6, 2015
MEETING DATE: January 12, 2015

TO: Mayor and Councillors
FROM: Sundance Topham, Chief Administrative Officer
SUBJECT: Liquid Waste Management Plan Status Update

RECOMMENDATION

- i. THAT Council receive the Liquid Waste Management Plan (LWMP) Status Update report for information.
- ii. THAT upon resolution of the Village of Cumberland's participation in the South Regional Sewer Project that the Village of Cumberland re-establish the LWMP Public Advisory Committee (PAC), Technical Advisory Committee (TAC) and Steering Committees.

SUMMARY

The LWMP process is an approach utilized by local governments to develop a wastewater management strategy for their communities. It is designed to allow communities to tailor solutions for managing liquid waste to their specific situation, while meeting provincial and federal regulatory requirements.

The Village of Cumberland has been engaged in a LWMP process since 1999, and this report provides an update in regards to the current status of the Village LWMP process.

BACKGROUND

There are three stages to the LWMP process. Stage One involves an inventory of existing conditions and development projections (long list of options). Stage Two is a detailed evaluation (short list of options) and the selection of the preferred option. Stage Three involves the summary of the LWMP, financing and implementation schedule.

The Village is currently nearing the end of Stage Two of the LWMP process, and in order to complete Stage Two the following needs to be completed:

- Confirmation of the selected option
- Completion of the Environmental Impact Study
- Completion of the Stage Two Supplementary Report
- Preparation of the Draft Waste Management Plan

A key component of a LWMP is the fact that upon approval of a LWMP a local government does not require approval of electors for the borrowing of funds necessary to finance any capital works associated with the plan, including wastewater infrastructure. Because of this provision the public consultation process must provide opportunities for elector participation during the development and amendment of a plan. This elector participation is typically done through the creation of a number of committees, including a Public Advisory Committee, a Technical Advisory Committee, and a Steering Committee.

As mentioned earlier in this report the Village of Cumberland has been engaged in a Liquid Waste Management Plan (LWMP) process since 1999. This process has stretched out over 15 years due in part to the fact that the growth projections in the community contemplated when the LWMP process first started changed when the Official Community Plan (OCP) was updated in 2004.

This change, along with Ministry of Environment concerns in regards to the type of treatment proposed for Cumberland (Constructed Treated Wetland), led the Ministry of Environment to require an amendment to the already submitted LWMP Stage Two Report, along with a reexamination of the Stage Two options. The original advisory committees struck in 1999 were reformed again in 2008.

These committees were composed of a Public Advisory Committee (PAC) and a Technical Advisory Committee (TAC) who reported to a Steering Committee (Council) – (Committee Terms of Reference attached as Appendix A). The PAC and TAC reviewed numerous options during the evaluation process, eventually settling on three shortlisted options.

After an extensive public consultation process, which included a triple bottom line evaluation of the options (economic, environmental and social) the preferred option was determined to be the South Sewer option, which was recommended to Village of Cumberland Council by the Public Advisory Committee and Technical Advisory Committee (PAC recommendation letter attached as Appendix B).

Based on the recommendations, Council unanimously passed the following motion at their July 25, 2011 Council meeting:

THAT the Council of the Corporation of the Village of Cumberland resolves that:

The Stage 2 Supplemental Report under Cumberland's LWMP be completed with identifying the proposed South Regional Sewer System (SRSS) as Cumberland's preferred option for long-term sewage treatment and disposal; and staff are authorized to proceed with Stage 3 of the LWMP process;

Conditional upon the following:

- 1. To ensure the viability of the SRSS, Cumberland requires commitment to the project from all currently identified proposed partners; and*
- 2. Stage 3 of the LWMP process is completed with all financial, governance and implementation issues associated with the SRSS being resolved to Cumberland's satisfaction.*

This recommendation from the Steering Committee/Council represented an important step in the process; however, the recommendation was conditional, and since 2011 the Village has been working to move the project forward, specifically in regards to settling the governance and financial issues to Cumberland's satisfaction.

Although the parameters for project governance have been agreed to (governance press release attached as Appendix C), the financial end of the project is still a work in progress, as initial cost estimates from 2011 for Cumberland's portion of the three short-listed options ranged from \$20 million to \$27 million (2011 LWMP Financial Implications Report attached as Appendix D).

To help improve project success the Village and its partners (Comox Valley Regional District and K'ómoks First Nation) participated in a joint application to the Union of British Columbia Municipalities (UBCM) for Gas Tax funding, and were able to secure \$15 million towards the project (which has a total Stage One price tag of approximately \$42 million), and the Village continues to work with K'ómoks First Nation and the CVRD to access PPP Canada funding for the project.

The financial impact of obtaining a grant was not included in the selection process for the preferred LWMP option; however, a key element in the financial analysis included recognition that Cumberland's current borrowing capacity is approximately \$8 million, which is insufficient to undertake a project of this magnitude alone. Participation in the CVRD financed SRSS will help to overcome this limitation.

While the Village has been working hard to move forward its LWMP by addressing governance and financing concerns, our project partners at the CVRD have been undertaking their own LWMP. As part of their LWMP process the CVRD is examining various South Sewer options and updating the various cost estimates that pertain to these options. These updated cost estimates have a bearing on Cumberland, as the Village is a key participant in all of the South Sewer project options being considered by the CVRD, and the Village and CVRD will be jointly releasing the full range of cost estimates under consideration by the CVRD to the public on January 22nd, 2015.

The CVRD will have identified the preferred option for their LWMP at the beginning of March. So in March the Village will know what the final option for the South Regional sewer project is (i.e. where the proposed south sewer outfall is located), and therefore, what the Village's participation costs are to a Class C estimate (plus or minus 30 per cent).

Although Cumberland has been approached by suppliers of sewage treatment equipment throughout the LWMP process, it should be noted that the process to date has not precluded any legitimate treatment process that will produce the required effluent quality dictated by the discharge. The selection of equipment will be made in Stage Three of the LWMP.

Once the final South Sewer option is chosen by the CVRD, the Village will have clarified the governance and financing conditions as much as possible while still sticking to the proposed project timeline of construction by 2018, and Council will need to determine whether or not to participate in the project.

While all of these discussions and negotiations in regards to governance and financing have been taking place the PAC and TAC have been sitting dormant, and a key component moving forward will be the re-establishment of the Public Advisory Committee (PAC), Technical Advisory Committee (TAC) committees and Steering Committee (composed of Council), as the committees that were in place when the SRSS was recommended are no longer active.

The exact work plan of the committees will not be known until Council has determined whether or not to move forward with the South Sewer option, but once Council has made a decision as to whether or not to participate, the committees will need to be formed to complete the LWMP Process.

Although having a gap in the project timelines between the last consultation period and the reforming of the committees is not ideal, it's not something that's out of the ordinary, and in discussions with the Ministry of Environment they've noted that as long as the actual project scope hasn't changed dramatically from what was envisioned in 2011, the key will be to ensure that any new revisions to cost estimates are made widely available to the public.

FINANCIAL IMPLICATIONS

There is no financial implication to receiving this report. There will be costs associated with reforming any LWMP Committees, and the overall costs will depend on the scope of work involved in completing the LWMP project. There is currently \$134,885 in the Five Year Financial Plan earmarked for completion of the LWMP.

STRATEGIC OBJECTIVE

The South Sewer Project relates directly to Council's 2014 strategic objective of *Developing an environmentally sustainable method of treating the liquid waste that is produced by the Village.*

ATTACHMENTS

1. Appendix A – Village of Cumberland LWMP Terms of Reference
2. Appendix B – July 22, 2011 - PAC Recommendation Letter - LWMP Stage Two Report
3. Appendix C – August 26, 2014 - CVRD Governance Press Release
4. Appendix D – July 20, 2011 - LWMP Proposed Options - Financial Implications Report

CONCURRENCE

Michelle Mason, Financial Officer



Rob Crisfield, Manager of Operations



OPTIONS

1. Receive this report as information.
2. Any other action deemed appropriate by Council.

Respectfully submitted,



Sundance Topham
Chief Administrative Officer
Village of Cumberland

VILLAGE OF CUMBERLAND

LIQUID WASTE MANAGEMENT PLANNING PROCESS

STEERING COMMITTEE POLICY STATEMENT AND TERMS OF REFERENCE

On February 8th, 1999 the Cumberland Village Council resolved to enter into a Liquid Waste Management Plan (LWMP) process as detailed in the attached copy of that resolution. The Village Council will act as the Steering Committee for the Cumberland LWMP process and will oversee the work in accordance with the B.C. Ministry of Environment, Lands and Parks (MELP) *Guidelines for Developing a Liquid Waste Management Plan, August 1992*. To ensure that Cumberland's LWMP policies meet the requirements of both local and provincial government, a MELP representative will serve as a member of the Steering Committee. The objective of this process is to produce an LWMP approved by the Minister of MELP that is in concert with the *Village of Cumberland Official Community Plan, December 1998*.

The Village Council is firmly committed to public participation in all aspects of community planning and as such strongly solicits the involvement of residents in the LWMP process. The following guidance is provided to ensure that the process is open to the widest number of residents possible while ensuring an effective and efficient use of tax dollars;

- The Steering Committee will establish a Public Advisory Group (PAG) of four residents through a public solicitation, with the chairperson serving as an ex-officio member of the Technical Advisory Group;
- The Steering Committee will establish a Technical Advisory Group (TAG) in accordance with the MELP *Guidelines* with the Village Manager of Operations as the chairperson and an ex-officio member of the Public Advisory Group;
- The *Village of Cumberland Official Community Plan, December 1998* will constitute the community input to commence the LWMP process. The upcoming Zoning Bylaw Amendment will also provide direction to the LWMP;
- The PAG will;
- advise the Steering Committee with respect to community desires and concerns regarding liquid waste management issues;
- design the public participation element of the LWMP process and obtain approval of the design from the Steering Committee;
- manage the public participation in the LWMP process with assistance from municipal staff; and
- comment upon all TAG reports submitted to the Steering Committee.
- The TAG will;
- seek input from the PAG, and confirmation from the Steering Committee, with respect to any community planning issues;
- produce a draft LWMP for review by the Steering Committee that embraces environmental, economic and quality of life issues as best as possible;
- produce an LWMP Stage 1 report in accordance with the order, schedule and funding enclosed; and
- comment upon all PAG reports submitted to the Steering Committee.

Wm. Moncrief
Mayor
Village of Cumberland



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

Council Meeting: July 25, 2011

REPORT

TO: COUNCIL

**FROM: ROGER KISHI, CHAIR
LWMP PUBLIC ADVISORY COMMITTEE**

DATE: July 22, 2011

RE: RECOMMENDATIONS RE LWMP STAGE 2 REPORT – PREFERRED OPTION

PURPOSE

The purpose of this report is to provide recommendations from the Public Advisory Committee (PAC) to Council, as the Steering Committee under the Liquid Waste Management Plan (LWMP) relating to the preferred option for Cumberland's long-term sewage treatment and disposal.

BACKGROUND

The PAC has held several joint meetings with the Technical Advisory Committee to review the revised draft Stage 2 report and in particular to review the options that have been identified. These options were recently narrowed down to 3, for various technical and viability reasons, being:

1. Maple Lake Creek (MLC) – continue with year-round discharges to Maple Lake Creek/Trent River system, with construction of a new treatment plant;
2. Rapid Infiltration Basin (RIB) – discharging effluent into the ground; and
3. South Regional Sewer System (SRSS) – discharging effluent to a new plant proposed to be located in the Union Bay area with outflow to the ocean.

These 3 options were presented by the Village's municipal engineer at a public information meeting held on July 18th, 2011. Subsequent to that meeting, PAC met to consider the comments from members of the public in attendance at the meeting as well as comments received following the meeting. Of the comments received, there was overwhelming support for the SRSS, primarily based on the comparative cost factors as presented by the engineer. At PAC's recent meeting, we also reviewed the financial impact report by Michelle Mason, Financial Officer, which is on the agenda for the Council meeting scheduled for July 25th.

At its meeting on April 11th, 2011, Council passed the following Resolution:

"THAT the Council of the Corporation of the Village of Cumberland:

1. Agrees to participate in the current CVRD funding application for the proposed SRSS, and authorizes staff to finalize the details of such application; and
2. Directs that such participation in the SRSS is conditional upon the finalized and approved LWMP Stage 2 Supplemental Report supporting the selection of the SRSS 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."

The Province has advised the CVRD that not having Cumberland's support of the project would negatively impact the evaluation of the application as there would be more perceived risk that the project would not proceed. To eliminate this risk the Province has requested that Cumberland provide a resolution from Council in support of the regional option as the chosen path forward for Cumberland **by the end of July preferably or by August 12th at the very latest.**

It is the Committee's recommendation that the SRSS be the preferred option for Cumberland, based on strong public support and results of the Triple Bottom Line assessment.

RECOMMENDATION

Based on the above information, the Public Advisory Committee recommends to Council/Steering Committee that it consider passing the following Resolution:

"THAT the Council of the Corporation of the Village of Cumberland resolves that:

The Stage 2 Supplemental Report under Cumberland's LWMP be completed with identifying the proposed South Regional Sewer System (SRSS) as Cumberland's preferred option for long-term sewage treatment and disposal; and staff are authorized to proceed with Stage 3 of the LWMP process;

Conditional upon the following:

1. To ensure the viability of the SRSS, Cumberland requires commitment to the project from all currently identified proposed partners; and
2. Stage 3 of the LWMP process is completed with all financial, governance and implementation issues associated with the SRSS being resolved to Cumberland's satisfaction."

Respectfully Submitted,

Roger Kishi, Chair
LWMP Public Advisory Committee

For Immediate Release

Aug. 26, 2014

Partners approve governance structure for proposed south sewer project in Comox Valley Regional District's south region

The south sewer project partners have reached an agreement on a governance structure for construction and operation of the wastewater management and water resource recovery system being planned for the Comox Valley Regional District (CVRD) south region.

A structure for the implementation of the south sewer project has been approved by the partners that will see the project managed through the creation of three services – one for electoral area conveyance and collection, one service for Cumberland conveyance, and one for all shared infrastructure. A commission made up of all three partners will be created to manage these services. This establishes how decisions will be made regarding the construction of the proposed project and ongoing operational management into the future. This governance structure will be implemented once the liquid waste management plan (LWMP) is complete.

The CVRD is currently working with consultant engineering firm Associated Engineering on a two-year LWMP process to assess options for wastewater management and water resource recovery for the south region and to determine the best option for moving forward. The LWMP process includes significant public consultation and is paired with an environmental impact study to ensure all environmental risks associated with the project are identified and mitigated.

In 2013, the partnership between the CVRD, Village of Cumberland and K'ómoks First Nation received a federal Gas Tax Fund grant of \$15 million for the proposed south sewer project which aims to address the impact of failing wastewater management systems in Royston, Union Bay, and Cumberland on the receiving waters of Baynes Sound, and to support economic development for the K'ómoks First Nation. Also in 2013, the CVRD allocated \$2 million of Area 'A' and Area 'C' Community Works Funds towards the CVRD portion of the project.

"This is an important step in finding a solution to the wastewater challenges we face in Royston and Union Bay. Jointly, the CVRD, the Village of Cumberland, and the K'ómoks First Nation have agreed to a governance model that will ensure each of our respective concerns are addressed as the south sewer project moves forward," said Bruce Jolliffe, CVRD's director for Baynes Sound-Denman Hornby Islands (Area 'A').

"We are glad to be working together towards a solution that will provide an important service to the residents as well as protect the environment in the long term," said Cumberland Mayor Leslie Baird. "It shows the good working relationships that have developed between the project's partners and the work that is ongoing to ensure this significant project continues to move forward."

With this important milestone achieved, project partners will continue to work towards an agreement on apportionment of project costs.

More information about the LWMP and south sewer project is available online at www.comoxvalleyrd.ca/southregionlwmp and at the project office at 3843 Livingstone Road, which is open to the public Thursday afternoons from noon to 4 pm.

The Comox Valley Regional District is a federation of three electoral areas and three municipalities providing sustainable services for residents and visitors to the area. The members of the regional district work collaboratively on services for the benefit of the diverse urban and rural areas of the Comox Valley.

- 30 -

Media contact:

Kris La Rose, manager of liquid waste planning
Tel: 250-871-6100 ext. 25

Choose your favorite way to stay up-to-date or to join in the conversation:

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Corporation of the Village of Cumberland

ITEM

2673 Dunsmuir Avenue

P.O. Box 340

Cumberland, B.C.

V0R 1S0

Telephone: 250-336-2291

Fax: 250-336-2321

Council Meeting: July 25, 2011

REPORT

TO: COUNCIL

**CC: Roger Kishi, Chair
Public Advisory Committee**

FROM: Michelle Mason, Financial Officer

DATE: July 20, 2011

RE: LWMP Proposed Options - Financial Implications

PURPOSE

The purpose of this report is to provide the Liquid Waste Management Plan (LWMP) Steering Committee (Council) with supplementary debt servicing information needed to make a decision on a preferred strategy for wastewater treatment and disposal.

CONTEXT

The LWMP identifies three options for wastewater treatment and disposal: year round discharges to the Maple Lake Creek/Trent River System (MLC), Rapid Infiltration Basin (RIB) and South Regional System (SR). The costs for each are outlined below:

OPTION COST - COMPARISONS

	CAPITAL	NPV	STAGE 1 \$/Lot
MLC	\$27M	\$35M	\$17,000
RIB	\$20M	\$27M	\$12,000
SR*	\$22M	\$25M	\$14,000

* Cumberland's portion

The Corporation of the Village of Cumberland currently has approximately \$6.5M in available borrowing and it is estimated that in 2016, only \$3.5 million of borrowing authority will be available based on the 2011 to 2015 Financial Plan. Although section 174(4) of the Community Charter allows for the liability servicing limit to be exceeded (with the approval of the province), this is not recommended due to the strain this would put on The Village of Cumberland financially. The Corporation has limited reserves. Only a portion of the capital works can be allocated to growth so DCC funds would not be available for the entire cost. In any event, our current DCC reserves are insufficient. We have been advised that provincial grant funding is unlikely to be forthcoming for individual municipalities within the region at this time.

PAGE

ITEM

If the Village were to choose one of the local options, either the MLC or the RIB, and exhaust the available borrowing authority, the utility rate payers would still have a minimum \$16.5M up front capital costs to pay. Of equal concern is that these options would eliminate all borrowing capacity for the entire Corporation, impacting all service areas until revenues grow substantially. The financial viability of the Corporation as a going concern would be severely compromised.

Using the Regional District's larger borrowing capacity for the SR capital costs, funding for this treatment system could be through long-term borrowing. Debt servicing payments would still have a significant impact on the utility rate payers. A 20 year borrowing term debenture at 6% for the SR capital piece estimated at \$22M would have a \$2M annual debt servicing cost, which for the current 1,350 sewer connections, is approximately \$1,500 each.

All three options would have annual operating costs; however, the SR option could allow for economies of scale, especially if future developments in the Royston and Union Bay area join the system thus diluting both the operating and capital costs. Additional factors over and above the costs for the sewage treatment options to consider are the ongoing committed Village's sewer separation program and future water capital/operating costs for compliance with the mandatory VIHA 4-3-2-1 disinfection policy. A consideration for the SR option is that the comparison in connection rates may not take into account that we also have pre existing collection systems that will require replacement and upgrading. Each participating community should either be responsible for their own collection systems, or all costs associated with collections should be considered in comparisons for grant distribution purposes, assuming approval on the joint grant application.

CONCLUSION

Based on this review, staff must recommend that Council consider the South Regional System option as the only viable financial option available to the municipality's rate payers. Although even a regional solution is expected to have a significant impact on sewer rates in the near future, the Region has a larger borrowing capacity, a larger levy base with economies of scale and is more likely to obtain provincial grant funding. Staff would further recommend that Council consider the cost allocation and grant distribution methods during the implementation process in the event of a successful grant application to ensure it is fair to all participants. We also need to ensure that capital and operating costs are fairly allocated and that future users pay fairly towards capital expenditures of the system.

Respectfully submitted by:	Approved by:
Michelle Mason Financial Officer	Anja Nurvo Chief Administrative Officer

COUNCIL REPORT



REPORT DATE: January 6, 2015
 MEETING DATE: January 12, 2015
 TO: Mayor and Councilors
 FROM: Leah Knutson
 Manager of Recreation

SUBJECT: December 2014 Recreation Department Report

RECOMMENDATION

That Council receive the December 2014 Recreation Department Report for information.

Administration

- Participated in the first phase of Strategic planning with the Comox Valley Success by 6 table on December 15, 2014
- Attended the PerfectMind recreation software demo in Comox on December 17, 2014.
 - This software would allow the department to book programs, fields, events, equipment, track attendance, have a POS function as well as allow the public to register online.
 - It seems to be a good fit for the recreation department and I have requested further information and pricing from the Vancouver based company.
- Posted for Casual Recreation Workers.

Facilities

- The installation of the new HVAC (heating/cooling) system has been completed.
- The front office received a facelift with new paint, carpet and desk.
- RDH Consulting has come back to the Village with a proposal regarding the Facility Report as identified in the 2014 Strategic planning process. This report is more comprehensive than initially thought so it recommended that it be deferred to the 2015 budgeting process.
- On December 20th a music event was hosted at the CRI. As a result of the high level of base in the music insulation from the attic was vibrated through the cracks of the ship lap and onto the floor.
 - As a result of this incident, we are now aware that there is no tar paper or vapour barrier in the attic of the CRI gymnasium which contributes to a large amount of heat loss in the facility.
 - The lack of vapor barrier also has caused portions of the paint on the ceiling to bubble from moisture.

- Recommendations for this area will be included in the proposed Facility Report for the CRI scheduled to be undertaken in 2015.

Programs and Events

- Holiday programs were a success with great attendance.
- We had a number of new private rentals for Christmas parties at the CRI along with the yearly bookings
- Solstice Party held on December 20th had no incidents with the RCMP and no complaints to the Village; it seemed to be a successful event for the community.

Parks

See attached Memorandum from the Parks and Recreation Coordinator.

FINANCIAL IMPLICATIONS

None

STRATEGIC OBJECTIVE

None

ATTACHMENTS

None

OPTIONS

1. Receive this report for information.
2. Any other action deemed appropriate by Council.

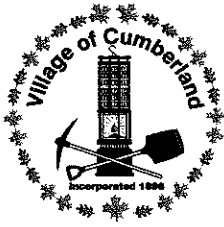
Respectfully submitted,



Leah Knutson
Manager of Recreation
Village of Cumberland



Sundance Topham
Chief Administrative Officer



Corporation of the Village of Cumberland

Memorandum

DATE: January 6, 2015
TO: Leah Knutson, Manager of Recreation
FROM: Kevin McPhedran, Parks and Outdoor Recreation Coordinator
SUBJECT: December 2014 Parks and Outdoor Recreation Report

BACKGROUND

This report provides a synopsis of the major ongoing projects and tasks relating to parks and outdoor recreation in Cumberland.

PROJECTS

1. Work in Partnership with the United Riders of Cumberland:
 - a. Land access agreement initiative: Staff continues to support UROC on access agreement proposals submitted to major landowners and while slow, the discussions continue to positively progress. A project update with further details is expected to be brought forward to Council later this winter.
 - b. Jump Park: the Village has initiated communications with a qualified bike park design firm and it is expected that detailed park designs will be completed over the course of the winter, with park construction tentatively planned for spring 2015.
 - c. Ongoing planning for trail network improvement projects in 2015.
 - d. Ongoing monitoring of trail counters.
2. Skatepark Project Update:
 - a. Outlook Land Design (in partnership with Spectrum Skateparks) has been working on detailed park designs and plans for the new skateboard park, tennis and basketball facilities.
 - b. The second community open house (co-hosted by the Village and the CCSS) is scheduled for January 15th. A survey will also be made available at that time to provide residents unable to attend the open house with an opportunity to view park plans and provide feedback.
 - c. Staff have also been working in support of the Cumberland Community Schools Society in project fundraising. For more information, see the separate report in this agenda package.
3. 2015 Lake Park Operations: The Village received five responses to the *Request for Expressions of Interests and Qualifications (RFEIQ)* issued in November, and upon evaluation of these proposals, four proponents were shortlisted and invited to respond to a more comprehensive *Request for Proposals* process. Responses to the RFP are due January 23rd and staff are anticipating that a contract will be in place for the operations of the park in late February.
4. 2014 Village Park Capital Projects: primary dog park improvements are largely complete (outstanding minor tasks to be completed by Public Works as time permits) and 21 trees were

planted in Village Park in December. Irrigation and other landscape planning is also currently in the works.

5. Coal Creek Historic Park/Cumberland Community Forest trail improvements: the construction of a 100' cedar boardwalk was completed by a local contractor on a trail connecting Chinatown to the Cumberland Community Forest.
6. Administration:
 - a. Park Use Permit applications for 2015 events are beginning to be received and processed.
 - b. 2015 Park Budgeting is ongoing.

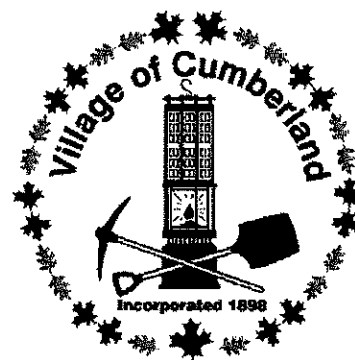
Respectfully submitted,



Kevin McPhedran

Parks and Outdoor Recreation Coordinator

COUNCIL REPORT



REPORT DATE: December 31, 2014

MEETING DATE: January 12, 2015

TO: Mayor and Councilors

FROM: Mike Williamson, Fire Chief / Manager of Protective Services

SUBJECT: December 2014 Protective Services Report

RECOMMENDATION

THAT Council receives the December 2014 Protective Services Report.

SUMMARY

Incidents for December 2014

Response Type	December
Fire	4
Rescue	2
First Responder	6
Motor Vehicle Incident	4
Duty Officer	5
Total Monthly :	21
Total 2014:	193

BACKGROUND

December kept us busy with 21 call outs. Most of these calls were nothing out of ordinary and minor in nature which was just great for the holiday season. The weather played a big part in our call volume and severity of the calls.

During the rainy week in December Cumberland held up well. I had one long day and night at the peak of the flooding where we opened the emergency operations centre (EOC). We sent the Bylaw Enforcement Officer to the Courtenay EOC for the day. This worked out very well as I could report to them and I had instant feedback from the Courtenay EOC and they had info from what I was reporting to them instantly. Courtenay Fire and Cumberland Fire were in

contact regularly also as Courtenay Fire had full time crews on the east side of the river. We were aware of the mutual aid possibility if a major problem on the west side occurred.

Cumberland had one cabin on Comox Lake with flooding and a few damaged with water runoff. We had some power failure and few Hydro pole fires but for the amount of rain I feel we did well and no real emergencies to deal with from the Fire Department end. I did some road checks and kept a watch on Perseverance Creek and the bridge to Comox Lake. The bridge did back up and the culvert was over full capacity for awhile but it held up just fine.

2014 Summary

Last year was a good year for the department. The call volume dropped in 2014 to 193 from 238 in 2013. This is a great trend and every year it has been lowering, yet our community is growing. But in saying that, these calls are only calls that come from 911 dispatch. We do also many public request calls that are not recorded, where residents will call into the Fire Hall or Village Office about a nuisance fire/smoke or smoke alarm not working or ask us to come check placement of their alarms. Most of these are daytime requests which we try and be of service to them and their safety.

Last year was a good variety of calls as we had 77 first responder medical aid calls, 30 motor vehicle incident calls, and 85 fire related calls. Of these 193 responses, 50 of them were outside the Village boundaries but still within our fire protection area through our agreement with the Comox Valley Regional District. Only four wildfires this year which were not large in size but wildfires are high risk priority in our Village. We had one structure fire which was complete loss of a house at \$400,000.

These are the highlights of the 2014 year. There are some losses but really quite a good year when I look around and see what other communities faced. I think we are doing well as we had no MVI, fire or rescue fatalities; no firefighter members seriously injured; or days lost, just some minor injuries. So for me and the department it was great year.

2015 Operations

Going forward 2015 we will be focusing again on new technology advances and training our officers. Officer courses are expensive and time consuming as well this will take some time, but we have members ready to do these and it is vital to our department's education moving forward in today's firefighting. In the technology world we will be bring online a new way of tracking and recording fire inspection reports and communication with our property and business owners with bylaw regulations and fire planning reports. TJ Moore, our Bylaw Officer, and I have finished the final design and testing of a new app and will be putting it to work as soon as possible. There are plenty more things in the works as I will keep informed coming reports of 2015.

Always looking at doing more fire prevention work. We have been installing more smoke detectors in homes of those in need which is good for fire safety. I did a winter article in the Currently Cumberland paper and continue to submit regularly.

Membership

Regular Members	24
Junior Members:	2
Probationary Members:	8
Pending Applications:	0
Total	34

We are looking at recruiting for daytime volunteers in the Village to join the department as this is where our department is weak. We ask a lot of our volunteers as the time commitment is great but the rewards are there to learn new skills, meet new people and become a highly valued member of our community. We will have some members leaving this year as work and time commitments make it difficult to stay active in the department and we will require more volunteers to replace them.

Training

We will be pushing forward Duty Officer Training for 2015 as I would like to have four more duty officers by year's end to cover weekends and hopefully some relief for the Fire Chief vacation time and training time. This is in progress but it is also long and time consuming for our officer core and membership.

We are continual sending crews regularly out to Comox training center for live fire practices.

This time of year we will be doing a lot of our recertification in first aid and CPR +AED. We also have crews doing online training with Justice Institute of BC. We are currently running traffic control training for our entire memberships some have never done it others it is a refresher. We are using our own trainers that took the train the trainer courses last year so it does not require us to pay a qualified instructor to do this for us. We also will be doing this for our CPR AED and first responder recertification. For the full first responder courses we will be using our own qualified personnel to do this training for our members and some members from other fire departments.

FINANCIAL IMPLICATIONS

None

STRATEGIC OBJECTIVE

None

ATTACHMENTS

None

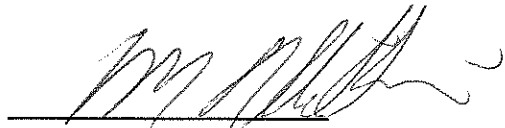
CONCURRENCE

None

OPTIONS

1. THAT Council receive the December 2014 Protective Services Report.
2. Any other action deemed appropriate by Council.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Mike Williamson', written over a horizontal line.

Mike Williamson
Fire Chief/ Manager of Protective Services

A handwritten signature in black ink, appearing to read 'Sundance Topham', written over a horizontal line.

Sundance Topham
Chief Administrative Officer



The Corporation of the Village of Cumberland

Bylaw Enforcement Report

Date: January 7, 2015
To: Mike Williamson, Manager of Protective Services
From: TJ Moore, Bylaw Enforcement Officer
Re: December 2014 Bylaw Enforcement Summary Report

Please find below a summary of complaints and issues handled in December 2014 by Village Bylaw Enforcement. Also, a very Merry Christmas and Happy New Year!

Animal Control

Proactive patrols have reduced dogs off leash along with dogs at large. Over the month of December, one Village dog was impounded. The new 2015 dog licenses have started being sold and I plan on doing a Bylaw mail out reminding residents of our Bylaw expectations.

Traffic/Parking

Proactive enforcement at varying hours has greatly reduced violators parking on the wrong side of the road, unsafely parking in front of stop signs and vehicles parking on the sidewalk. Due to the upcoming winter season, we have turned our focus to uninsured vehicles parked along the public right of way. Vehicle owners have been accommodating thus far and no tickets or towing has occurred.

Noise

There are no ongoing open noise complaint files at this time.

Garbage

We are actively investigating each garbage complaint received. We will be issuing tickets to residents who fail to respect this Bylaw. This can be difficult to do however, because we have to be able to prove where the garbage came from which can often be hard to determine. Education needs to remain ongoing and reminders in local media have been obtained. There has been a decrease in complaints received since correspondence went out in October.

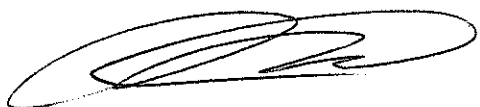
Miscellaneous

Vandalism has begun to flare up again around the Village in the form of graffiti and damage to property. Public Works has been diligent in removing vandalism once reported and the RCMP is being kept aware of our ongoing efforts. The RCMP Crime Analyst keeps track of all graffiti and is watching for any patterns or similarities with other areas. I am currently preparing a security camera system proposal to be installed first at the park with the option and ability to expand as required. These discussions are currently ongoing with an expected final proposal in the coming weeks.

In regards to Fire Inspections and the Fire Bylaw, I am pleased to have created with the Fire Chief an electronic inspection program for use on an iPad. This will prove useful to speeding up inspections and ensuring the appropriate and accurate information is obtained for both our Bylaw and Provincial Law. This will begin being used this month.

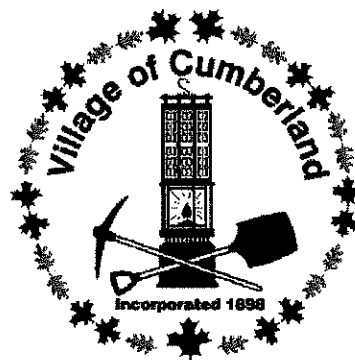
During the recent rain storm, I was tasked with reporting to the Courtenay Emergency Operations Center (EOC). This was to ensure we had current and up to date information along with being able to provide real time information to the Courtenay EOC staff. This proved very useful in the sharing of information and resources. Communication flowed well between me at the EOC and Chief Mike Williamson along with Manager of Operations Rob Crisfield. Although the storm proved relatively uneventful for the Village, the Courtenay staff were thankful to have a rep onsite and it was good practice and experience for all involved on the Village side.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'TJ Moore', enclosed within a large, loopy oval shape.

TJ Moore
Bylaw Enforcement Officer
Village of Cumberland

COUNCIL REPORT



REPORT DATE: January 5, 2015
MEETING DATE: January 12, 2015

TO: Mayor and Council
FROM: Rob Crisfield, Manager of Operations
SUBJECT: December 2014 – Operations Department Report

RECOMMENDATION

THAT Council receive the December 2014 – Operations Department Report for information.

SUMMARY

December 2014 – Operations Department Report

BACKGROUND

Staff Report on Recent Activities undertaken by the Planning Department, Public Works Department and by the Manager of Operations.

Manager of Operations Activities

Stevens Lake Dam

Staff is still attempting to work with the Contractor on completing the installation of the steel walkway over the spillway.

Cumberland & Bevan Roads Design Work

Work has begun on this project with the goal of having preliminary drawings ready for public engagement early January. The consultant is currently preparing the base plan and analyzing all the geotechnical data collected to date.

UV Pre-design Work

Have met with the engineering consultant to review various options for future treated/balancing water storage, treatment plant location options, and other water system upgrades that could possibly tie in with treatment upgrades. Hope to have a pre-design for review sometime early in 2015.

Private Managed Forest Lands-Road Use agreements

Staff has been working with both Timberwest and Hancock on road use agreements. These agreements are in their final stages and will be presented to Council for approval early in the New Year.

Road and Utility Design Work for 2014

Survey and geotechnical work has been completed on Egremont Road and staff has been working with the engineering consultant on various details of the design. Staff has also reviewed a preliminary design for the Lane North of Windermere project.

Comox Lake Road Stabilization

BC Hydro now satisfied with the slope stabilization plan for Comox Lake Rd., and staff is finalizing a CCDC contract with GeoStabilization International.

Other Work

- Work continues on the Utilities Replacement Plan as time permits.
- Concept plan for future parking improvements along Sixth Street immediately adjacent to Village Park.
- Water & Sewer GIS Mapping through the CVRD now deferred until early 2015.
- Cumberland Creek #2 Dam design – Reviewing the findings from Preliminary Review report so we can decide on how to proceed with this project.
- Fourth Street @ Ulverston Avenue x-walk – installation now complete and lights are operational.
- CRI fitness room heating and cooling upgrades were completed.
- Fire hydrant data base
- Sidewalk Upgrade/Replacement plan.
- Street Signs Replacement.

FINANCIAL IMPLICATIONS

None

STRATEGIC OBJECTIVE

None

ATTACHMENTS

1. Planning Report for December 2014
2. Public Works Report for December 2014

CONCURRENCE

None

OPTIONS

1. Receive this report for information.
2. Any other action deemed appropriate by Council.

Respectfully submitted,



Rob Crisfield
Manager of Operations



Sundance Topham
Chief Administrative Officer



Corporation of the Village of Cumberland

Memorandum

DATE: 29/12/2014
TO: Rob Crisfield, Manager of Operations
FROM: Kevin Fitzgerald, Public Works Foreman
SUBJECT: Public Works– Monthly Report for the period ending 31/12/2014

Water:

Dams are still full.

Fortunately our average turbidity has been below 1. As a result we have not had to issue any boil water advisories.

A major water leak early Sunday morning (Dec. 28) required the replacement of a section of 8" A.C. water main as well as a wrap around clamp repair further upstream. The cause of the break is unknown. About 30 homes were without water for approximately 7 hours. The good news is most people were sleeping and traffic on the road was minimal (12:30 am to 7 am could have been the reason ☺).

Minor water leaks were also repaired during the month of December.

A new water service was installed at 2897 Royston Road.

Water samples have all met the drinking water guidelines.

The annual dam report has been completed.

Sewer & Storm:

Most of the damage from the heavy rain on the 8th has been repaired. This was an extreme amount of rain in a short time. Some problem areas have been identified and upgrades have been made or will be made as soon as time and money permits.

The Sewer Lagoon was at the highest level I have on record. No repairs were needed.

General maintenance.

Roads

Patching continues. Unfortunately it is a bad time of year. The hot mix product which does a better job is unavailable this time of year. The asphalt plant is now closed.

The gravel roads have been graded numerous times. They don't stay in good condition very long due to the heavy rains.

The new crosswalk lights at Ulverston and Fourth are now operational.

The sidewalk on Third Street next to Peace park has been repaired.

The new bus stops and signs will be in place before the end of the month.

Buildings:

The C.R.I. office has been painted and new flooring installed.

The Centennial Building at the park now has a new electric hot water tank.

The C.R.I. fitness room now has a new heat pump. This involved some repairs to a section of the ceiling

Minor repairs to all buildings.

Emergency light repairs in the Cultural Center are complete.

Miscellaneous

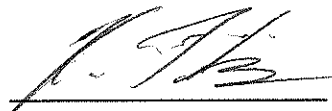
A stage was set up and taken down for the school Christmas concert.

One full burial at the main cemetery.

A minor repair to a swing at the playground.

Hope everybody had a great Christmas. Happy New year everyone.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'K. Fitzgerald', written over a horizontal line.

Kevin Fitzgerald
Public Works



Corporation of the Village of Cumberland

Memorandum

DATE: January 6, 2015
TO: Rob Crisfield, Manager of Operations
FROM: Judith Walker, Senior Planner
SUBJECT: Planning Report for December 2014

OCP/ZONING AMENDMENTS

1. none
-

DEVELOPMENT PERMITS

1. **2013-01-DP Edwards, 4640 Cumberland Road:** Construction underway. Permit expires April 7, 2016.
 2. **2013-02-DP Carlisle Lane** – First phase of subdivision almost complete. Permit expires March 27, 2016.
 3. **2014-03-DP Coal Valley Estates Phases 5 & 6:** Application received for the 5th and 6th phases of this development, a total of 59 lots. To be considered by Council on January 12, 2015.
-

HERITAGE ALTERATION PERMITS

1. **2015-01-HAP Waverley:** Application for commercial and residential addition received January 2, 2015. Council consideration of referral to APC and/or HC Jan 12th.
-

DEVELOPMENT VARIANCE PERMITS

1. **2013-02-DV Trilogy Lot 9a:** Variance to permit initial subdivision without servicing. To be presented to Council when additional details are available.
 2. **2014-01-DV Waverley:** Application to vary parking requirements received January 2, 2015. Council consideration of referral to APC and/or HC Jan 12th.
-

SUBDIVISION

1. **3339 Third Street:** **PLR expires January 8, 2015**
Application for one lot subdivision. Design Stage Approval has been approved. Infrastructure works completed. Final Acceptance forthcoming.
2. **Initial Trilogy Subdivisions:** **PLR expires June 27, 2015**
Lots 3a, 3b, 3c, 4, 6, 7, 8a, 8b, 9a, 9b, 10a, 10b, 11.
4. **Carlisle Lane:** **Maintenance Period Ends September 8, 2015**
First phase of 8 lots. Final approval received Dec 18, 2014.
5. **Coal Valley Estates Phase 5:** **PLR expires December 18, 2015**
32 lots in this Phase.

BUSINESS LICENSING:

New for December	Non-Resident Business	None
	Home Occupation	None
	Resident Business	2732 Dunsmuir Avenue - Cumberland Brewing Co
	InterCommunity	2732 Dunsmuir Avenue - Cumberland Brewing Co

BUILDING PERMITS

Provided advice/information on-Building/Plumbing Permits, prepared and kept forms and statistics, and processed Building/Plumbing Permit applications for review by Building Inspector.

New for December	New Residential	Residential Reno & Additions	Residential Accessory (new or reno)	Industrial, Commercial, or Institutional	Demolition
	2	0	0	1	0

OTHER

1. Provided verbal and written responses to enquiries regarding OCP and Zoning bylaw interpretation and potential land use and development proposals. Meet with public to confirm conformity of land use with Village bylaws.
2. Trees on public property: dealing with public's concerns for potential hazardous trees; coordinating arborist reports, pruning /removal, liaison with adjacent owners.

BYLAWS IN PROCESS

1.	Water Service Connection, Use, Extension, & Fees No. 952, 2014	In final draft, staff review in process, anticipated Council consideration early 2015.
2.	Storm Sewer Connection, Use, Extension, & Fees No. 953, 2014	
3.	Sanitary Sewer Connection, Use, Extension, & Fees No. 954, 2014	
4.	Manufactured Home Park Bylaw No. 971, 2013 (Repeals Bylaw 498, 1981)	Rewrite of Bylaw which regulates the establishment, extension, design & servicing of MHP. anticipate Council consideration early 2015.
5.	Tree Management Bylaw No. 947, 2011	Revisions to bylaw in process.
6.	Pesticide Use Control Bylaw No. ____, 2012 <i>Repeals Bylaw 838</i>	Amendment to clarify what pesticides are included, and its use for invasive plants on public lands. In process.
7.	Business License Bylaw No. 991, 2015	Amendment to require license fee at time of application anticipated Council consideration early 2015.
8.	Building Amendment Bylaw No. ____, 2015	Amendments regarding the holding of damage deposits and changes to climatic data anticipated Council consideration early 2015.

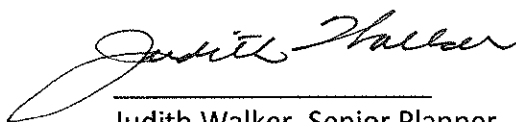
PROJECTS

1. **Highway Entrance Signage:** Staff working with MoTI staff and sign design professional. Preliminary options will return for MoTI review prior to coming to Council.
 2. **Sidewalk Café report:** Staff report January 12, 2015.
 3. **Heritage Commission:** Next meeting: Planning Workshop January 19, 2015
 4. **Heritage Management Plan memo:** To Manager of Operations for Strategic Planning session.
 5. **Advisory Planning Commission:** APC Workshop January 19, 2015.
 6. **TreeCanada/BC Hydro grant:** 2014 complete; 2015 application in process
 7. **Parking Report: "What's wrong with Minimum Parking Standards?"** Anticipate Council consideration January 26, 2015.
-

PARKS PLANNING

1. For other parks activities, please refer to report by Parks & Outdoor Recreation Coordinator.
-

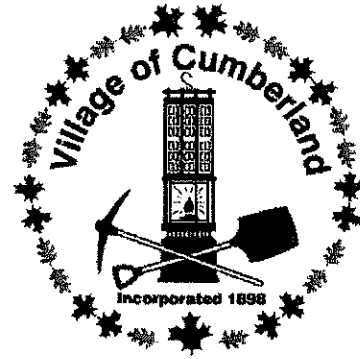
Respectfully submitted,



Judith Walker, Senior Planner

	New Residential		Residential Reno & Additions		Foundation / Relocated Homes		Residential Accessory (new or reno)		Industrial, Commercial, or Institutional		Demolition		Totals	
Year	# of Permits	Value of Construction	# of Permits	Value of Construction	# of Permits	Value of Construction	# of Permits	Value of Construction	# of Permits	Value of Construction	# of Permits	Value of Construction	# of Permits	Value of Construction
2014	28	\$5,335,305	14	\$404,200	Discontinued category included as new residential or renovations		5	\$118,300	7	\$902,000	1	\$10,000	55	\$6,769,805
2013	8	\$1,551,000	20	\$303,700			4	\$109,000	2	\$310,000	4	\$20,000	38	\$2,293,700
2012	10	\$2,104,000	18	\$286,580			3	\$122,000	6	\$873,000	0	\$0	37	\$3,385,580
2011	20	\$3,905,000	17	\$480,000			1	\$10,000	7	\$1,623,000	0	\$0	45	\$6,018,000
2010	29	\$5,260,000	27	\$754,340			3	\$63,000	6	\$3,408,300	0	\$0	65	\$9,485,640
2009	15	\$3,164,400	20	\$394,700			3	\$24,600	3	\$73,000	2	\$10,000	43	\$3,666,700
2008	69	\$11,932,080	18	\$365,220	22	\$1,154,000	7	\$105,640	2	\$101,000	0	\$0	118	\$13,657,940
2007	67	\$9,640,000	14	\$219,000	1	\$1,000	4	\$43,000	9	\$4,723,000	0	\$0	95	\$14,626,000
2006	60	\$7,177,625	18	\$315,500	2	\$38,000	5	\$24,920	5	\$1,045,000	0	\$0	90	\$8,601,045
2005	34	\$4,320,630	17	\$193,300	5	\$36,500	2	\$9,000	8	\$1,363,000	0	\$0	66	\$5,922,430
2004	13	\$1,508,675	6	\$87,000	1	\$4,500	5	\$28,000	2	\$2,103,675	0	\$0	27	\$3,731,850
2003	2	\$200,000	2	\$59,000	4	\$35,000	6	\$30,883	2	\$120,000	0	\$0	16	\$444,883
2002	5	\$470,000	18	\$362,500	2	\$30,000	3	\$9,600	5	\$59,000	0	\$0	33	\$931,100
2001	2	\$190,000	7	\$114,430	0	\$0	1	\$5,000	5	\$371,000	0	\$0	15	\$680,430
2000	No data		15	\$171,250	1	75,000	3	\$20,000	6	\$69,045	0	\$0	25	\$335,295
Totals	362	\$56,758,715	231	\$4,510,720	38	\$1,374,000	55	\$722,943	75	\$17,144,020	7	\$40,000	768	\$80,550,398

COUNCIL REPORT



REPORT DATE: January 5, 2015
MEETING DATE: January 12, 2015

TO: Mayor and Councillors
FROM: Michelle Mason, Financial Officer and
Rachel Parker, Deputy Corporate Officer
SUBJECT: December 2014 Finance and Administration Report

RECOMMENDATION

THAT Council receive the December 2014 Finance and Administration Report for information.

SUMMARY

In December, staff continued to provide financial and administrative support to all departments. Staff completed most finance and administration projects that have been approved for 2014. Any 2014 approved projects that are in progress will come to Council as a request to carry forward to the 2015 budget.

BACKGROUND

The following provides Council with a summary of the activities that took place during December in finance and administration.

Financial Reporting and Budget Variance Analysis

Management reports are prepared monthly which provide financial information for budget managers about their department costs against budget. All departments are on track and most approved 2014 projects have been completed. Staff is reviewing all accounts in preparation for December close. All projects that are in progress are being reviewed with managers to determine which projects will need to be carried forward to 2015 for completion. This listing will be brought to Council in a final budget amendment bylaw at the next Council meeting.

Quarterly financial reports are provided to Council and the fourth quarter report will come to the next meeting.

Financial Planning

The start of the financial planning process for the years 2015-2019 started with the determination of the preliminary base operating budgets which have been provided to department budget managers for their review and input. Project budget requests will be provided to finance with the review of these base budgets. These will be incorporated into the financial plan which will be presented to Council in March 2015. Annual infrastructure replacement projects for 2015 that were approved in the 2014-2018 Financial Plan Bylaw along with any 2014 projects approved to carry forward to 2015 may be started or completed prior to finalization of the 2015-2019 Financial Plan.

Year-End Audit

Staff continues to provide requested information to the auditors in preparation for their site visit that will take place during the week of February 23, 2015 and have been preparing for the audit by reviewing all accounts and updating pertinent account reconciliations. Cash and inventory counts have been completed and 2014 accounts payable cutoff is scheduled for January 16, 2015 after which time the majority of year-end work will be completed for presentation to the auditors.

Utility Billings

Water meters were read during the week of January 5th and fourth quarter utility bills are expected to be mailed by January 19th. Any fourth quarter levies that are outstanding as of 30 days from the billing date will receive a 10% penalty. As per the Community Charter, any outstanding utility balances as of December 31st each year is transferred to property taxes in arrears. The 2014 outstanding utility balance that was rolled into property taxes was lower than previous years' outstanding balances and staff contributes this to the switch to a quarterly billing cycle.

Human Resources

In December staff cycled through vacations. The temporary Corporate Services Assistant replacement started on January 5, 2015 for a one year term. Training for this position will take place over the next few weeks. Cross training between the positions in the front office continues regularly. There were no other training opportunities taken during December. Employee evaluations were completed in December and were very positive overall.

Staff processed four payrolls during December including the annual fire department payroll. Year-end payroll reconciliations, reporting and T4 preparation are other duties on the immediate horizon. Benefit enquiries were followed up on in December.

Information Technology

The annual Diamond financial system payroll update was completed during December to prepare for the changes that Canada Revenue Agency has made for the 2015 year. Every year staff performs Diamond financial system rollover processes. This involves transferring outstanding 2014 utility balances to property taxes along with posting annual interest and

rolling over arrears and delinquent property taxes. The next steps involve year-end closes within the financial system for all the other modules.

Staff continues to work towards setting up a system for cash receipting over at the CRI that will use the Diamond system. Investigation into processes within the Diamond financial system that increase efficiency and effectiveness in the office is continuous.

Grant Administration

Work continues to track projects that are funded through grants so that claims can be processed by the deadlines. During December, staff processed smaller grant claims for the year including Trees Canada and ICBC for the pedestrian crossing light. The final invoice was sent to Comox Valley Regional District for the 2014 landfill corridor reconstruction expenditures.

Council Meetings

Staff prepared for three council meetings in December, including the council's inaugural meeting, council orientation, and a regular council meeting. Notice of council appointments were issued to external committees.

Records Management

Staff continues to work on year end transfer of files, including inventory for secure destruction of records to take place in January. Staff are also preparing for the reorganization of the filing room in January with adjustable shelving which will increase its capacity by 50%.

Communications

There were 20 news posts published at cumberland.ca in November, many focusing on the flooding that took place. Regular advertising took place in Currently Cumberland in the December/January issue. The website was updated to set up pages for the new council and appointments.

Cemetery

In November there were two rights of interment contracts issued and one interment permit in the Cumberland Cemetery. Work continues with members of the Chinese community and the surveyor to transfer the trusteeship of the Chinese Cemetery to the Village, and to submit documentation to Consumer Protection BC to allow for future interments at the Chinese cemetery.

Bylaws

Work is proceeding to bring forward a fees bylaw that encompasses administrative, financial, parks and recreation fees.

Insurance and Risk Management

Staff assisted in developing waivers for an event at Cumberland Recreation and received inquiries about flooding claims at reception. Arrangements were made to provide associate member coverage for the contract building inspector and staff continues to work to arrange the same for contract recreation instructors. Staff is participating in the Municipal Insurance Association (MIA) "members advisory group" which gives feedback on current and proposed services offered by MIA. Staff worked to renew 2015 property and liability insurance policies. While MIA liability insurance costs did increase based on claims experience, the property insurance costs only slightly increased based on property values.

Miscellaneous

- Process and procedure reviews are continuous
- Water Improvement short-term borrowing processes were completed and the first draw down on the loan took place
- Office equipment reviews

FINANCIAL IMPLICATIONS

None

STRATEGIC OBJECTIVE

None

ATTACHMENTS

None

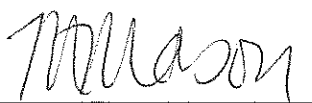
CONCURRENCE

None

OPTIONS

1. Receive this report for information.
2. Any other action deemed appropriate by Council.

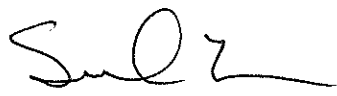
Respectfully submitted,



Michelle Mason
Financial Officer

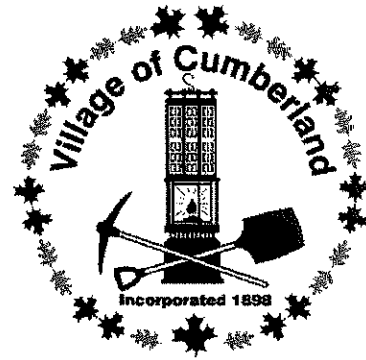


Rachel Parker
Deputy Corporate Officer



Sundance Topham
Chief Administrative Officer

COUNCIL REPORT



REPORT DATE: January 7, 2015
MEETING DATE: January 12, 2015

TO: Mayor and Councillors
FROM: Sundance Topham, Chief Administrative Officer
SUBJECT: December 2014 Chief Administrative Officer Report

RECOMMENDATION

THAT Council receive the December 2014 Chief Administrative Officer Report for information.

SUMMARY

December featured the continuation of a number of ongoing projects, as well as preparations for Council's orientation session and strategic priorities workshop. The holiday season also provided an opportunity for a nice end of year vacation.

BACKGROUND

The following is a synopsis of the items that I spent time working on in December:

Development

Coal Valley Estates:

Worked with Coal Valley Estates representatives in regards to the next phases of their development.

Trilogy:

Spoke with Trilogy representatives in regards to the timing and potential phasing of their proposed development. Reviewed a number of updated documents in relation to their initial subdivision application in my role as Approving Officer.

Regional Initiatives

Proposed South Regional Sewer System:

Attended a South Sewer System Advisory group meeting and participated in a conference call with PPP Canada representatives.

Comox Valley Emergency Program:

Attended a Comox Valley Emergency Program administrators meeting to discuss the flooding in the Comox Valley.

Miscellaneous

- Attended the Comox Valley Regional District inaugural meeting.
- Met with representatives from Hancock to discuss their upcoming harvesting plans in the Village of Cumberland.
- Met with Cumberland Community Forest personnel to discuss their fundraising initiatives and any interplay with the Village of Cumberland.
- Worked with Maple Lake Fundraising Committee representatives and Hancock representatives on a request for quotes for an appraisal of the proposed Maple Lake acquisition area.
- Continued planning for the annual Council Strategic Priorities Workshop.

FINANCIAL IMPLICATIONS

None

STRATEGIC OBJECTIVE

None

ATTACHMENTS

None

CONCURRENCE

None

OPTIONS

1. Receive this report for information.
2. Any other action deemed appropriate by Council.

Respectfully submitted,



Sundance Topham
Chief Administrative Officer
Village of Cumberland

COUNCIL MEMBER REPORT



DATE: January 2, 2015
 TO: Mayor and Councillors
 FROM: Mayor Leslie Baird
 SUBJECT: Monthly Report December 2014

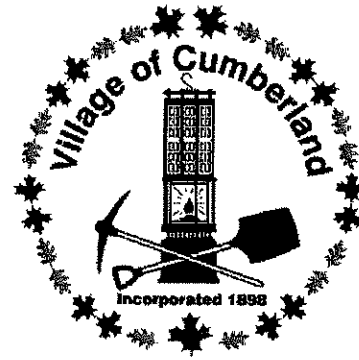
Date	Event	Details
2 nd	Meeting	Tom Beshr, Habitat for Humanity. They are looking to build in Cumberland. They will write a letter to Council
2 nd	Mixer	Comox Valley Chamber of Commerce Christmas gathering.
2 nd	Meeting	Oliver Watkins update on Horseshoe club.
5 th	Workshop	Council orientation.
5 th	Meet & Greet	Museum Christmas Mixer.
9 th	Meeting	Councillor Kishi and Kevin Albers from Makola developments concerning housing in Cumberland.
11 th	Meeting	Community Justice update on Beverly McLachlin P.C. Chief Justice of Canada coming to the Native Sons Hall to speak on Feb. 26, 2015. Two members of CJC mediators have been invited to teach conflict resolution in Rwanda. I have left the full minutes in the council office.
11 th	Meeting	Comox Valley Regional District inaugural meeting.
11 th	Mixer	Don McRae open house at the Courtenay Museum.
12 th	Grand Opening	K'omoks First Nations new office building opening. Tour of facilities, unveiling of Totems and Blessing Ceremony followed by lunch.
13 th	Dinner	Council and staff annual Christmas get together.
14 th	Open house	Colonel Tom Dunne and Brenda held the annual base Commanders Christmas gathering.
15 th	Meeting	Don Hubbard, Chair of Island Health to discuss services in Cumberland.
16 th & 17 th	Open House	Sooke to attend opening of the St. Vincent de Paul and Makola housing complex.
18 th	Open House	Open House at the Waverly Hotel to view their development plans. They will be applying for a Heritage Alteration Permit.
19 th	Meeting	Brad Hornstein from the Comox Lake to discuss some of his concerns.
19 th	Lunch	Served lunch at Cumberland Junior School for the students, this

		was the first time that lunch was provided for both schools.
20 th	Sid Williams	Walk of Achievement Committee honored Louise Carvalho, International Lawyer, Recipient of the Nobel Peace Prize.

Sincerely

Mayor Leslie Baird

COUNCIL MEMBER REPORT



DATE: January 2, 2012

TO: Mayor and Councillors

FROM: Councillor Jesse Ketler

SUBJECT: Monthly Report - December 2014

Date	Event	Discussion
Dec 1	Inaugural meeting	Oath/preliminary council meeting
Dec 2	CVEDS meeting	Intro to various topics
Dec 5	Orientation for Cumberland Council	COTW/Procedural Training
Dec 8	Regular Council Meeting	
Dec 11	CVRD Orientation Session	Procedural Training/Legal Perspective
Dec 17	2 nd CVRD Orientation Session	Procedural Training/Ethics

COUNCIL MEMBER REPORT



DATE: January 1, 2015

TO: Mayor and Councillors

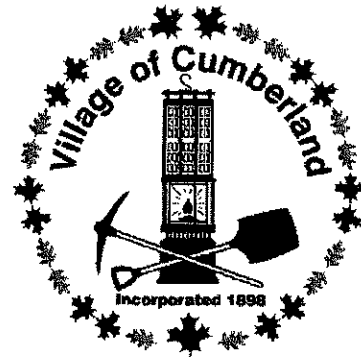
FROM: Councillor Roger Kishi

SUBJECT: Councillor Report – December 2014

As well as regular Council business/ meetings, I attended the following:

Date	Event	Comments
Dec. 1	Inaugural Council Meeting	
Dec. 5	Council Orientation	
	Cumberland Museum Social	
Dec. 9	Mayor Baird meeting with Kevin Albers- M'akola Housing	Introductory meeting re: affordable housing
Dec. 11	CVRD Inaugural Meeting	Election of Chair/ Vice Chair
	MLA McRae Social	
Dec. 12	K'omoks First Nation Building Blessing/ Opening	
Dec. 13	VoC Christmas Dinner	
Dec. 14	Gywn Frayne Celebration of Life	
	Tom Mulcair Townhall	
Dec. 17	St. Joseph's Hospital Finance Committee	Audit update
Dec. 22	Joint St. Joseph's/ Glacierview Lodge Board Meeting	Discuss partnership & future plans

COUNCIL MEMBER REPORT



DATE: Mon. January 5th 2015

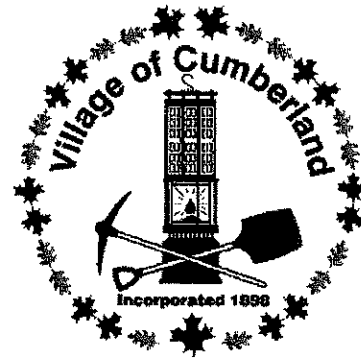
TO: Mayor and Councillors

FROM: Councillor Sullivan

SUBJECT: Monthly Report - December 2014

Date	Event	Discussion
Dec 1st	Inaugural Council Meeting	Affirmed as a member of Village Council
Dec 5 th	Committee of Whole Meeting	Committee appointments
Dec 8th	Council Meeting	Active Logging, South Sewer project

COUNCIL REPORT



REPORT DATE: January 5, 2015
MEETING DATE: January 12, 2015

TO: Mayor and Councillors
FROM: Michelle Mason, Financial Officer
SUBJECT: Revenue Anticipation Borrowing Bylaw No. 1014, 2015

RECOMMENDATION

THAT Council receive the Revenue Anticipation Borrowing Bylaw No. 1014, 2015 report for information;

AND THAT Council considers first, second and third reading of the Revenue Anticipation Borrowing Bylaw No. 1014, 2015.

SUMMARY

The Village of Cumberland needs to approve a revenue anticipation bylaw annually in order to continue to have line of credit set up in the general chequing account.

BACKGROUND

The fiscal year for the Municipality is January 1 to December 31, 2015; however, the taxes are not collected until July 2nd, 2015. Therefore, the Village of Cumberland has a line of credit valued at \$750,000 in case it may periodically need to use the line of credit during 2015 for cash requirements; however, this is just a precaution and staff believes this to be highly unlikely.

Pursuant to Section 177 of the Community Charter, Council may, by bylaw, provide for short term borrowing that may be necessary to meet cash requirements as long as, when collected, revenue from property taxes and receivables is used as necessary to repay money borrowed under this section.

FINANCIAL IMPLICATIONS

The short term borrowing may not exceed 75% of the previous year's property taxes imposed for all purposes which are \$3.4 million. The line of credit at The First Credit Union for The Village is \$750,000 which is far below this.

STRATEGIC OBJECTIVE

None.

ATTACHMENTS

The Revenue Anticipation Borrowing Bylaw No. 1014, 2015.

CONCURRENCE

None.

OPTIONS

1. Receive this report for information and give first, second and third reading of the Revenue Anticipation Borrowing Bylaw No. 1014, 2015.
2. Any other action deemed appropriate by Council.

Respectfully submitted,



Michelle Mason
Financial Officer



Sundance Topham
Chief Administrative Officer

THE CORPORATION OF THE VILLAGE OF CUMBERLAND

BYLAW NO. 1014

A bylaw to provide for the borrowing of money that may be necessary to meet lawful expenditures for the year 2015.

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

1. This Bylaw may be cited as "Revenue Anticipation Borrowing Bylaw No. 1014, 2015".
2. The Council is hereby authorized to borrow, in the year 2015, upon the credit of the municipality from a financial institution an amount or amounts the sum total of which must not exceed \$750,000.
3. The form of obligation to be given as acknowledgment of the liability shall be an instrument or evidence or indebtedness signed by the authorized signing officers.
4. When collected, revenue from property taxes shall be used as necessary to repay money borrowed under this bylaw.

READ A FIRST TIME THIS DAY OF 2015.

READ A SECOND THIS DAY OF 2015.

READ A THIRD TIME THIS DAY OF 2015.

ADOPTED THIS DAY OF 2015.

Mayor

Corporate Officer