

#### **AGENDA**

Regular Meeting of the Council of the Village of Chase To be held at the Chase Community Hall, 547 Shuswap Avenue Tuesday, June 23, 2020 at 4:00 p.m.

### 1. CALL TO ORDER

### 2. ADOPTION OF AGENDA

Resolution:

"THAT the June 23, 2020 Village of Chase Regular Council meeting agenda be adopted as presented."

### 3. ADOPTION OF MINUTES

3.1 Special Meeting held June 2, 2020

Pages 1-3

Resolution:

"THAT the minutes of the June 2, 2020 Special Meeting of Council be adopted as presented."

3.2 Regular Meeting held June 9, 2020

Pages 4-8

Resolution:

"THAT the minutes of the June 9, 2020 Regular Meeting of Council be adopted as presented."

### 4. PUBLIC HEARINGS

None

### 5. PUBLIC INPUT ON CURRENT AGENDA ITEMS

This opportunity is for members of the gallery to provide input on items on this Agenda

## 6. DELEGATIONS

None

### 7. REPORTS

a) Mayor and Council Reports

### 8. UNFINISHED BUSINESS

# 8.1 Zoning Amendment – Shipping Containers

Pages 9-11

The bylaw has been improved to allow siting of containers in the side yard, and removed the requirement to clad and roof in commercial and industrial installations

#### Recommendation:

"THAT Village of Chase Zoning Amendment Bylaw No. 887-2020 be read a first time."

#### Recommendation:

"THAT Village of Chase Zoning Amendment Bylaw No. 887-2020 be read a second time."

#### Recommendation:

"THAT Village of Chase Zoning Amendment Bylaw No. 887-2020 be submitted to a Public Hearing."

### 8.2 Animal Control Bylaw Amendment – Urban Hens

Pages 12-16

Report from the Corporate Officer and Hazel Christy

#### Recommendation:

"THAT Village of Chase Animal Control Amendment Bylaw No. 892-2020 be read a first time."

#### Recommendation:

"THAT Village of Chase Animal Control Amendment Bylaw No. 892-2020 be read a second time."

### Recommendation:

"THAT Village of Chase Animal Control Amendment Bylaw No. 892-2020 be read a third time."

### 9. NEW BUSINESS

9.1 <u>220 Shepherd Road – Development Service Agreement</u> Report from the Corporate Officer Pages 17-51

### Recommendation:

"THAT the Village enter into an agreement with Stone & Oak Developments Ltd for offsite works fronting 220 Shepherd Road subject to receiving the requisite performance security amount of \$198,637.50; AND,

THAT the Mayor and Corporate Officer be authorized to execute the agreement on behalf of the Village of Chase."

### 9.2 2020 Canada Day Parade

The Fire Department is organizing a Canada Day Parade through residential areas Chase to allow people to enjoy the parade from their properties.

Council is being asked to provide support in order that the parade participants are covered under the Village's liability insurance.

### Recommendation:

"THAT the Village of Chase confirms support of the 2020 Canada Day Parade through the residential streets of Chase."

# **10. NOTICE OF MOTION**

### 11. OPPORTUNITY FOR PUBLIC TO SPEAK ON MUNICIPAL MATTERS

This opportunity is for members of the gallery to provide input on items on any municipal matter

### 12. RELEASE OF IN CAMERA ITEMS

The following was released from the June 15, 2020 In Camera meeting:

"THAT the Chase Creekside Seniors Centre be permitted to open for regular activities provided all Covid-19 protocols are followed."

### 13. IN CAMERA

Resolution:

"THAT Council recess to an In Camera meeting pursuant to Section 90 (2) (b) negotiations between the municipality and a provincial government or the federal government or both."

# **14. ADJOURNMENT**

Resolution:

"THAT the June 23, 2020 Village of Chase Regular Council meeting be adjourned."



Minutes of the Special Meeting of the Council of the Village of Chase held via Electronic Participation on Tuesday, June 2, 2020 at 4:00 p.m.

PRESENT:

Mayor Rod Crowe

Councillor Alison (Ali) Lauzon

Councillor Ali Maki Councillor Steve Scott Councillor Fred Torbohm

In Attendance:

Joni Heinrich, Chief Administrative Officer

Sean O'Flaherty, Corporate Officer Joanne Molnar, Chief Financial Officer

Public Participants:

2

### 1. CALL TO ORDER

Mayor Crowe called the meeting to order at 4:00 p.m.

### 2. ADOPTION OF AGENDA

Moved by Councillor Torbohm Seconded by Councillor Lauzon

"THAT the June 2, 2020 Village of Chase Special Council agenda be adopted as amended to include 9.4, Art Holding Arena Rental."

CARRIED

#2020/06/02 001

### 3. ADOPTION OF MINUTES

None

### 4. PUBLIC HEARING

None

### 5. PUBLIC INPUT ON CURRENT AGENDA ITEMS

Karen Bassett provided an email citing her disagreement with closing Shuswap Avenue downtown to allow businesses to extend into the street as there is already a lack of parking. And with so many businesses closing, there is no need to close a street with so few businesses on it.

#### 6. DELEGATIONS

None

### 7. REPORTS

None

### 8. UNFINISHED BUSINESS

8.1 Graduation Class – 2020 Banners

Moved by Councillor Torbohm Seconded by Councillor Maki

"THAT the Village of Chase contribute \$500 towards the cost of the 2020 graduation banners." LAUZON EXCUSED

CARRIED #2020/06/02 002

#### 9. NEW BUSINESS

## 9.1 <u>Business Recovery – Use of Public Spaces</u>

Moved by Councillor Scott

Seconded by Mayor Crowe

"THAT the Village of Chase support local business recovery efforts by allowing businesses to operate on sidewalks that front their respective businesses provided the thoroughfare is adequate for anyone with mobility challenges; AND.

THAT the Chase Chamber of Commerce be invited to participate in this initiative."

#2020/06/02 003

## 9.2 Disposition of Village Property

Moved by Mayor Crowe

Seconded by Councillor Scott

"THAT the Village accept \$18,000 from the Ministry of Transportation and Infrastructure as payment for purchasing 0.7149 hectares of land and timber from Lot 2 KAP67405; AND,

THAT the Village of Chase enter into a Licence of Occupation for Construction

Access with the Ministry of Transportation and Infrastructure."

CARRIED

#2020/06/02 004

## 9.3 Downtown Washrooms

Moved by Councillor Torbohm

Seconded by Mayor Crowe

"THAT the letter from Shelley Van Dusen and Lesley Turner-Crealock requesting downtown washrooms be received as information: AND

THAT downtown business operators be informed that there are washrooms for the public in Memorial Park and at the Visitor Information Centre."

CARRIED #2020/06/02 005

### 9.4 Art Holding Arena – Rental Request

Moved by Mayor Crowe

Seconded by Councillor Scott

"THAT the Village allow the Chase Recreation Society to put the ice in the arena and rent it out to a summer user group providing all safety protocols are established."

ALL OPPOSED

DEFEATED #2020/06/02 006

Moved by Councillor Scott

Seconded by Councillor Torbohm

"THAT Administration be directed to contact the Chase Recreation Society to acquire more information on this rental request and return with the updated information to a future meeting of Council."

CARRIED #2020/06/02\_007

# 10. NOTICE OF MOTION

None

11.	OPPORTUNITY FOR PUBLIC TO SPEAK ON MUNICIPAL MATTERS
	None

# 12. RELEASE OF IN CAMERA ITEMS

13. IN CAMERA

Moved by Councillor Torbohm Seconded by Councillor Scott

"THAT Council recess to an In Camera meeting pursuant to Section 90 (2) (b) negotiations between the municipality and a provincial government or the federal government or both."

## 14. ADJOURNMENT

Moved by Councillor Scott Seconded by Mayor Crowe

"THAT the June 2, 2020 Village of Chase Special Council meeting be adjourned."

CARRIED 2020/06/02 008

The meeting concluded at 6:06 p.m.	#2020/06/02_0
·	
Rod Crowe, Mayor	Sean O'Flaherty, Corporate Officer



Minutes of the Regular Meeting of the Council of the Village of Chase held at the Chase Community Hall, 547 Shuswap Avenue on Tuesday, June 9, 2020 at 4:00 p.m.

PRESENT:

Mayor Rod Crowe

Councillor Alison (Ali) Lauzon

Councillor Ali Maki Councillor Steve Scott Councillor Fred Torbohm

In Attendance:

Joni Heinrich, Chief Administrative Officer

Sean O'Flaherty, Corporate Officer Joanne Molnar, Chief Financial Officer

Regrets:

Brian Lauzon, Fire Chief

Public Participants: 4

### 1. CALL TO ORDER

Mayor Crowe called the meeting to order at 4:00 p.m.

### 2. ADOPTION OF AGENDA

Moved by Councillor Torbohm Seconded by Councillor Lauzon

"THAT the June 9, 2020 Village of Chase Regular Council meeting agenda be adopted as presented."

#2020/06/09 001

### 3. ADOPTION OF MINUTES

3.1 Regular Meeting held May 26, 2020

Moved by Councillor Scott Seconded by Councillor Lauzon

"THAT the minutes of the May 26, 2020 Regular Meeting of Council be adopted as presented." CARRIED

#2020/06/09 002

### 4. PUBLIC HEARING

None

### 5. PUBLIC INPUT ON CURRENT AGENDA ITEMS

None

While the delegation was getting prepared, Council moved onto Council and Staff reports at this point in the meeting.

### 7. REPORTS

a) Mayor and Council Reports

# Mayor Crowe

- June 2 Attended a Special meeting of Council
- June 4 Conference call with Premier John Horgan, Municipal Affairs Minister Selina Robinson and the Mayors of the central interior

- During that June 4 meeting the Mayors were asked to raise one to two points on that
  they have learned about their communities since the Covid-19 pandemic struck. I
  raised the issue of smaller communities needing better connectivity/internet and on-line
  services and I also asked when the Province would be making public announcements
  regarding awarded grant funding
- June 5 Conference call with our MLA Todd Stone

### Councillor Lauzon

- May 27 partook in the final Frontline Worker parade
- June 2 Attended a Special Meeting of Council
- Working with Chase Secondary to finalize the Graduation 2020 festivities
- Continued conversations with concerned residents regarding recent activities/developments regarding lakefront property

# Councillor Maki

- June 2 Attended a Special Meeting of Council
- June 5 Conference call with our MLA Todd Stone

# Councillor Scott

- June 2 Attended a Special Meeting of Council
- June 5 Conference call with our MLA Todd Stone
- Have been engaging in conversations with various residents regarding the property that used to house three holes of the golf course

### Councillor Torbohm

- May 30 completed the local government survey for the BC Trail Strategy
- June 2 Attended a Special Meeting of Council
- June 5 Conference call with our MLA Todd Stone
- Reviewed agenda, met with staff and local citizens as required

### b) Staff Reports

### Fire Chief:

- Fire call outs: 5 (2 landscape fires, 1 public service call, 2 electrical lines down)
- Rescue call outs: 1 motor vehicle incident, semi rollover
- 179 Burning Permits have been issued to date
- There are 24 members and 3 junior fire fighters in the department; 1 member on leave
- There are 14 more members with Exterior Operations
- Resumption of training began June 2
- Maintaining contact with the CAO regarding policies, directives, and updates

Reports from the CAO, Corporate Officer, and CFO were included in the agenda package.

Moved by Mayor Crowe

Seconded by Councillor Torbohm

"THAT the reports from Council members and staff be received for information."

CARRIED #2020/06/09 003

### 6. **DELEGATIONS**

Representatives from BC Infrastructure Benefits Inc., a Crow Corporation incorporated in 2018 responsible to implement the Community Benefits Agreement (CBA) provided information to Council regarding their structure and what their tasks and activities will be.

- BCIB is the employer, partnering with Union employers and private contractors to deliver public infrastructure projects that include underrepresented groups
- Priorities are to mobilize and grow a safe, diverse and skilled workforce
- Tasks include capacity building, outreach and recruiting, ensuring priority hiring for projects
- Locals receive priority hiring as long as they possess the necessary skills and qualifications
- Priority hiring also targets Indigenous Peoples, Women, People with Disabilities and other under represented groups in the trades

### 8. UNFINISHED BUSINESS

8.1 Shuswap Tourism Appointments and Tourism Chase Liaison

Moved by Councillor Scott

Seconded by Mayor Crowe

"THAT in addition to her existing appointment as Council's representative to Shuswap Tourism, that Councillor Ali Maki be appointed as the Village of Chase representative to Tourism Chase; AND,

THAT as Ron Betts has stepped down, that Katrina Krenzler be appointed as the Village's Tourism sector representative on the Shuswap Tourism Committee."

CARRIED

#2020/06/09 004

8.2 Zoning Amendment – Shipping Containers

After discussion on various aspects of the proposed bylaw the following motion was made:

Moved by Mayor Crowe

Seconded by Councillor Maki

"THAT Village of Chase Zoning Amendment Bylaw No. 887-2020 be given first reading." ALL OPPOSED

DEFEATED #2020/06/09 005

Moved by Councillor Scott

Seconded by Mayor Crowe

"THAT the Village of Chase Zoning Amendment Bylaw No. 887-2020 be referred back to Administration to provide for several changes including the allowance of shipping containers to be sited in side yards and to remove roofing and cladding requirements in commercial and industrial applications."

CARRIED #2020/06/09\_006

8.3 Art Holding Arena – Request from Recreation Centre Society to Open Facility

Moved by Mayor Crowe Seconded by Councillor Scott

"THAT the Chase and District Recreation Centre Society be permitted to open the Art Holding Memorial Arena for various activities at their discretion provided all Covid-19 protocols are followed during all operations, and provided that in this instance there will be no extra costs to the Village of Chase."

CARRIED
#2020/06/09 007

8.4 Municipal Playground Equipment, Skatepark, and Memorial Park Wharf

Moved by Councillor Torbohm

Seconded by Councillor Lauzon

"THAT the Village of Chase resume public access to municipal playgrounds and the skate park."

CARRIED

#2020/06/09 008

Moved by Councillor Scott

Seconded by Councillor Torbohm

"THAT the Village of Chase resume public access to the Memorial Park wharf." CARRIED

#2020/06/09 009

### 9. NEW BUSINESS

9.1 FCM – 2020 Asset Management Grant

Moved by Councillor Scott

Seconded by Councillor Maki

"THAT Administration be directed to apply for a grant from the Federation of Canadian Municipalities' Municipal Asset Management Program for 2020 Paved Roadway Condition Assessment and Capital Planning; AND,

THAT the Village of Chase commits the municipality's 20% financial contribution amounting to \$12,500; AND,

THAT the Village of Chase will provide overall grant management for the project."

CARRIED

#2020/06/09\_010

10. NOTICE OF MOTION

None

11. RELEASE OF IN CAMERA ITEMS

None

12. IN CAMERA

Moved by Councillor Maki

Seconded by Councillor Lauzon

"THAT Council recess to an In Camera meeting pursuant to Section 90 (1) of the Community Charter, paragraph (k), 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
#2020/06/09 011

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Moved by Mayor Crowe Seconded by Councillor Scott "THAT the June 9, 2020 Village of Chas	se Regular Council meeting be adjourned."  CARRIED
The meeting concluded at 6:08 p.m.	#2020/06/09_012
Rod Crowe, Mayor	Sean O'Flaherty, Corporate Officer

# VILLAGE OF CHASE BYLAW NO. 887 - 2020

### A BYLAW TO AMEND THE VILLAGE OF CHASE ZONING BYLAW NO. 683 - 2006

**WHEREAS** the Council of the Village of Chase has adopted the Village of Chase Zoning Bylaw No. 683 – 2006;

**AND WHEREAS** the Council of the Village of Chase deems it necessary to amend Bylaw No. 683;

**AND WHEREAS** the zoning amendment conforms to the Village of Chase Official Community Plan Bylaw No. 635, 2002 as amended from time to time;

**AND WHEREAS** the Council of the Village of Chase has held a Public Hearing pursuant to the *Local Government Act*;

**NOW THEREFORE**, the Council of the Village of Chase in open meeting assembled enacts as follows:

- 1. This Bylaw shall be cited for all purposes as "Village of Chase Zoning Amendment Bylaw No. 887- 2020".
- 2. A definition for "Shipping Container" is hereby added as follows:
  - "Shipping Container means a standardized, reusable vessel that was originally, specifically or formerly designed for or used in the packing, shipping, movement or transportation of freight, articles, goods or commodities, and/or; designed for or capable of being mounted or moved on a rail car, an/or; designed for or capable of being mounted on a chassis or bogie for movement by truck trailer or loaded on a ship."
- 3. Section 4.14 is hereby added as follows:

## **"4.14. SHIPPING CONTAINERS**

- **4.14.1**. Where a Shipping Container is placed on a property temporarily for a period of 12 months or less, it will be considered a Temporary Building and subject to building permit requirements as set out in the Building Bylaw, as amended from time to time.
- **4.14.2.** Notwithstanding Section 4.14.1. a Shipping Container placed on a property as a Temporary Building will not be subject to building permit requirements as set out in the Building Bylaw, where the Shipping Container is for the purposes of:
- (a) moving:
- (b) renovations under an approved Building Permit;
- (c) a special event with written approval provided by the Corporate Officer; or
- (d) an emergency situation with written approval provided by the Corporate Officer.

Page 1 of 3

- 4.14.3 Where a Shipping Container is placed on a property permanently for a period of more than 12 months, it will be considered an accessory building and will require a Building Permit notwithstanding the minimum size requirements as set out in the Building Bylaw, as amended from time to time.
- **4.14.4** Whether considered Temporary or Permanent, the following shall apply to all Shipping Containers within the Village of Chase:

# (a) Shipping Containers shall:

- (i) Be maintained in good functioning and aesthetic condition (i.e. no rust or dents or multiple colours or graphics);
- (ii) Be located in a side or rear yard having a minimum distance of 6 metres from any street right-of-way;
- (iii) Be set back a minimum of 30 metres from the high-water mark of any watercourse or lake, unless otherwise stated in a Development Permit.

# (b) Shipping Containers shall not be

- (i) Used for fencing, screening or advertising;
- (ii) Rented or leased as part of a commercial storage facility or be made readily accessible to the public;
- (iii) Used as dwelling units(s) or for habitable or occupiable space unless they have been converted for occupancy and holds CSA A277 certification;
- (iv) Located so as to encroach onto a right-of-way, setback, easement or landscape buffer, occupy any of the minimum required parking spaces, loading spaces or landscaped areas on any lot, obstruct pedestrian access or vision clearance at any intersection.
- (v) Used to store flammable or combustible liquids or gases, or combustible materials.

**4.14.5.** Development regulations for Shipping Containers are contained in Table 14.4. For zones not specified in Table 14.4, the size and siting of Shipping Containers shall be as per the predominant principal land use permitted in the zone as shown in the first column of Table 14.4.

Property Type		Maximum Container Size		Temporary Use	Long Term Use	Appearance/Treatments	
Use	Zones	Length	Width	Height	Maximum Quantity	Maximum Quantity	
Agricultural	AR-1, AR-2	12.2m (40 ft.)	2.4m (8 ft.)	2.6m (8.5 ft.)	2 per lot	1 per 0.4 ha (1 ac.) Maximum of 4	Neutral colour
Residential	R-1, R-1A, R-1SS, R-2, AR-3	6.1m (20 ft.)	2.4m (8 ft.)	2.6m (8.5 ft.)	2 per lot	1 per lot	Clad, roofed, and colours to match principle building
Multi-Unit Residential	R-2, R2-A, R-3, R-3A, R-4, R-5	6.1m (20 ft.)	2.4m (8 ft.)	2.6m (8.5 ft.)	1 per lot	Not permitted in these zones	
Commercial	C-1, C-2, C-6, C-7, C-8	6.1m (20 ft.)	2.4m (8 ft.)	2.6m (8.5 ft.)	2 per lot	1 per lot	Colour to match principle building
Service Commercial and Industrial	C-3, C-4, C-5, M-1, M-2, M-3	12.2m (40 ft.)	2.4m (8 ft.)	2.6m (8.5 ft.)	2 per lot	1 per 0.4 ha (1 ac.) Maximum of 4	Colour to match principle building
Public and Institutional	P-1, P-2	12.2m (40 ft.)	2.4m (8 ft.)	2.6m (8.5 ft.)	2 per lot	1 per 0.4 ha (1 ac.) Maximum of 2	Neutral or green colour

Rod Crowe, Mayor	Sean O'Flaherty, Corporate Officer
ADOPTED THIS DAY OF, 2020	
READ A THIRD TIME THIS DAY OF	, 2020
PUBLIC HEARING HELD THIS DAY	OF, 2020
READ A SECOND TIME THIS DAY	OF <u>, 2020</u>
READ A FIRST TIME THIS DAY OF	, 2020



# VILLAGE OF CHASE Administrative Report

TO: Mayor and Council

FROM: Corporate Officer,

Hazel Christy, Christy & Associates Planning Consultants

DATE: June 16, 2020

RE: Animal Control Bylaw Amendment – Urban Hens

### ISSUE/PURPOSE

To amend Animal Control Bylaw 640-2003, <u>Part 1, General</u> by modifying the definition of "Poultry" to exclude "Urban Hens", adding a definition for "Urban Hens" to Section 1, and amending <u>Part VI Poultry and Birds</u> to add a new Section 27(B) Urban Hens, in order to permit the keeping of Urban Hens as an accessory use to a single family dwelling subject to the conditions of use specified.

# **OPTIONS**

- 1. Give the bylaw first three readings
- 2. Do not proceed with regulating Urban Hens
- 3. Direct Administration to make changes to the bylaw and return to next meeting

# HISTORY/BACKGROUND

The keeping of Urban Hens in residential areas or "backyard chickens" has generated community interest in recent years. Experience in other municipalities has been that this is a way to support sustainable living, increase the availability and accessibility of food, provide educational opportunities, reduce household costs, and provide compost for gardens. Potential concerns have included: noise and odour, potential to attract rodents, pests and other wildlife, and unsightly coops.

Municipalities have addressed these concerns by prohibiting the keeping of roosters or chicks, specifying a minimum parcel size for this accessory use, restricting the allowable number of hens, specifying rear and side yard setbacks for coops, and a number of other regulations intended to make sure that the operation is clean, well maintained and not an attractant for vermin, pests or other wildlife.

Some municipalities do not permit poultry keeping unless the property is within an agricultural zone, however for those municipalities that allow this accessory use within residential areas, common restrictions are:

 Maximum allowable number of chickens (ranges from a minimum of 2 (Kamloops) to a maximum of 12 (Delta) usually based on lot size;

- No roosters or chicks permitted;
- Minimum property size is 550m2 (Smithers) (Vancouver and Victoria have no minimum property size);
- Selling of eggs or meat and slaughtering not permitted;
- Maintenance and care information is provided to minimize conflicts.

### DISCUSSION

The proposed bylaw amendment will provide a definition for Urban Hens followed by a series of regulations intended to minimize impacts, drawing on the experiences of other municipalities shown in the attached comparison table.

The Zoning Bylaw or Animal Control Bylaw, or both, are typically used to regulate this accessory use. It is recommended that the Animal Control Bylaw be used to regulate Urban Hens as there is more flexibility through the Animal Control Bylaw to regulate operations and maintenance. In addition, the Animal Control Bylaw would allow for licensing of the use, should the Village of Chase wish to pursue this.

# FINANCIAL IMPLICATIONS

None

# **POLICY IMPLICATIONS**

This bylaw is in compliance with Official Community Plan Bylaw 635-2002.

Section 8 (3) (k) of the Community Charter allows for the regulation of animals and Sections 47 through 49 of the Community Charter provide more details on animal control.

## RECOMMENDATION

THAT the bylaw be given first 3 readings.

Respectfully submitted,

Approved for Council Consideration by CAO

mi Heinrich

Comparison of Selected BC Municipalities Regulatory Framework – Backyard Chickens

					1/-1
	Smithers	City of North Vancouver	Kamioops	Vernon	Neiowna
General	Regulated by  Zoning Bylaw and Animal Control and Licensing	Regulated by Zoning Bylaw and Small Creature Limitation Bylaw	Regulated by Animal Control Bylaw	Regulated by Animal Control Bylaw	kegulated by Animal and Poultry Reg Bylaw
Definition	Backyard hen keeping means the keeping of hens, as they are defined in the Animal Control Bylaw, and as permitted in this bylaw except in the case of an Agricultural, Commercial or Industrial use and as regulated by the Town of Smither Animal Control and Licensing Bylaw. (2BL) Hen means a domesticated female chicken that is at least four months old. (Animal Control BL)	Accessory Hen Keeping means keeping of hens subject to the Small Creature Limitation Bylaw, as amended from time to time. (ZBL)	Hen means a female chicken that is at least three months of age or older. (Animal Control Bylaw)	Urban Hens means domesticated female chickens that are at least four months old that are kept on property other than an agricultural use as defined in the Zoning Bylaw and are as regulated under the provisions of Schedule A of this Bylaw.	Poultry means a domestic fowl, turkey, goose, duck, or pigeon (Animal Reg BL) Poultry means domesticated birds kept for eggs, meat, feathers hide or cosmetic or medicinal purposes and includes broilers, cornish, layers, breeding stock, replacement pullets, roasters, duck, geese, turkeys, game birds and ratites. (ZBL)
Location	Lots must be greater than 550m2 and zoned R1, R2, R6, or P1     Accessory use to Single Family dwelling     Number of hens allowed depends on zoning     Rear yard	Permitted in One Unit housing zones     Accessory to single detached dwelling	<ul> <li>Permitted in single family or duplex lots</li> <li>Minimum lot size 370m2</li> </ul>	<ul> <li>At least one single family detached dwelling on lot</li> <li>Minimum lot dimension regs.</li> <li>Rear Yard</li> </ul>	<ul> <li>Allowed in A1, RR1, RR2, RR3, and RU1 zones by size of lot.</li> <li>If lot is greater than .20 ha, 10 poultry are permitted.</li> </ul>
of Use	Animal Control Bylaw  Owner of property must reside on property or grant written permission to resident  Fencing, farming and hygiene practices  Personal use only, no sales  No roosters, chicks	Small Creature Bylaw  No more than 8 hens  Personal use only  Farming and hygiene practices  No roosters, chicks	Animal Control Bylaw For small lots:  • Minimum 2, maximum 5  • Rear yard  • Setback requirements  • Principal residence  • Farming and hygiene practices  • Personal use, no sales  • May give manure  • No roosters, chicks	Animal Control Bylaw  Coop design  Farming and hygiene practices  No roosters, chicks	As per Animal Control Bylaw.
Other	Registration required	No permits required	Registration required but no fees	Registration required	

# VILLAGE OF CHASE BYLAW NO. 892 - 2020

# A BYLAW TO AMEND THE VILLAGE OF CHASE ANIMAL CONTROL BYLAW NO. 640 – 2003

**WHEREAS** the Council of the Village of Chase has adopted the Village of Chase Animal Control Bylaw No. 640 – 2003 to license and regulate animals within its boundaries;

**AND WHEREAS** the Council of the Village of Chase deems it necessary to amend Bylaw No. 640;

**NOW THEREFORE**, the Council of the Village of Chase in open meeting assembled enacts as follows:

- 1. This Bylaw shall be cited for all purposes as the "Village of Chase Animal Control Amendment Bylaw No. 892- 2020".
- 2. The definition of **POULTRY** is hereby amended by adding "but does not include **URBAN HENS**" at the end of the definition.
- 3. A definition for "**URBAN HENS**" is hereby added as follows:
  - **"URBAN HENS** means domesticated female chickens that are at least four months old being kept as an accessory use, incidental to a single family dwelling, as defined in the Zoning Bylaw.
- 4. Section 27 Pigeons is hereby renumbered as Section 27 (A).
- 5. A new Section 27 (B) Urban Hens is hereby added as follows:

# **"27 (B) URBAN HENS**

- a. No **OWNER** shall allow his or her **URBAN HENS** to run at large.
- b. No person shall keep more than four (4) **URBAN HENS**, except as an agricultural use within an agricultural zone as established by the Zoning Bylaw.
- c. An owner of **URBAN HENS** shall keep them on a fenced lot that contains:
  - i. At least one single family detached dwelling; and
  - ii. A minimum parcel size of 600 m<sup>2</sup>.
- d. Every **OWNER** of **URBAN HENS** shall provide a coop for the **URBAN HENS** that is:
  - i. No bigger than 10<sup>2</sup> m in total including inside and outside space; and
  - ii. No taller than 2.0 m above average grade.

- e. All coops shall be located in the rear yard and shall fully enclose the **URBAN HENS** and prevent them from escaping.
- f. Every coop shall be sited a minimum of 3.0 metres from any rear or side lot line of the lot on which the coop is located.
- g. Every coop shall be designed and constructed to keep all vermin out and to ensure proper ventilation and sufficient space for the **URBAN HENS**, and shall be maintained in accordance with good animal husbandry practices.
- h. All feed must be stored in such a manner as to not provide an attractant to bears, other wildlife or vermin.
- i. No backyard slaughter is allowed, and all dead **URBAN HENS** shall be legally disposed of immediately, and in any event, within 24 hours.
- j. The keeping of **URBAN HENS** is permitted for personal use only, and the sale of eggs, manure, meat or other products derived from **URBAN HENS** is prohibited.
- k. No person may keep **URBAN HENS** unless registered with the Village and upon paying the required fees and charges.

READ A FIRST TIME THIS DAY OF	<u>, 2020</u>
READ A SECOND TIME THIS DAY	OF <u>, <b>2020</b></u>
READ A THIRD TIME THIS DAY OF	<u>, 2020</u>
ADOPTED THIS DAY OF, 2020	
Rod Crowe Mayor	Sean O'Flaherty, Corporate Officer



# VILLAGE OF CHASE Administrative Report

TO: Mayor and Council

FROM: Corporate Officer

DATE: June 14, 2020

RE: Subdivision Performance Agreement – 220 Shepherd Road

# ISSUE/PURPOSE

To enter into an agreement with the property owner, Stone & Oak Developments Ltd., to bond for the construction of offsite services as required by the Village's Subdivision and Development Servicing Bylaw No. 870-2019.

A performance agreement is necessary when a developer requests approval of a subdivision before the construction of the subdivision is complete. A security for 125% of the cost of the subdivision is required before the Village can sign the agreement, and the Approving Officer can approve the subdivision. The security ensures that in the unlikely event that the offsite works for the subdivision is not completed by the developer, there are funds available to finish the 'works' on their behalf, thus removing the risk of having unfinished works burden the taxpayers.

# **OPTIONS**

- 1. Approve the Performance Agreement
- 2. Reject the Performance Agreement

# HISTORY/BACKGROUND

Council authorized Development Permit DP2019-1 on May 16, 2019. The developer was issued a Preliminary Letter of Review for subdivision on March 13, 2020.

# DISCUSSION

The Village received from TRUE Engineering Ltd. a cost estimate for off-site civil works, in the amount of \$158,910.00. The Village's Engineer has accepted this value. Security for the works will be provided in the amount of \$198,637.00 which includes a plus 25% contingency. As the constructed works are certified complete, inspected and accepted by the Village, the security for the value of the works will be released.

# FINANCIAL IMPLICATIONS

The purpose of a Performance Agreement is to protect the financial interests of the municipality.

# POLICY IMPLICATIONS

The Village's Subdivision and Development Servicing Bylaw provides for an agreement between the municipality and the owner of land being subdivided. The agreement is to be used when the owner has requested approval of the subdivision before complete construction and installation of the works required in the Bylaw and is agreeable to entering into a bonding agreement pursuant to *Local Government Act*.

## RECOMMENDATION

"THAT the Village enter into an agreement with Stone & Oak Developments Ltd for offsite works fronting 220 Shepherd Road subject to receiving the requisite performance security amount of \$198,637.50; AND,

THAT the Mayor and Corporate Officer be authorized to execute the agreement on behalf of the Village of Chase."

Respectfully submitted,

Approved for Council Consideration by CAO

Amallana



# SCHEDULE B: STANDARD SUBDIVISION AND DEVELOPMENT AGREEMENT DOCUMENT

THIS AGREEMENT	made this	15'	day of_	June	, 20 20
BETWEEN:	THE CORE	PORATION	OF THE VILLA	AGE OF CHA	ASE, a body corporate
duly incorporated u	nder the law	s of the Pro	ovince of British	n Columbia, I	naving an office at 820

(hereinafter call the "Village")

Okanagan Avenue, in the Village of Chase, Province of British Columbia V0E 1M0.

OF THE FIRST PART

AND:

STONE & OAK

DEVELOPMENTS LTD.

(hereinafter call the "Owner")

OF THE SECOND PART

### WHEREAS:

A. The Owner is the registered Owner or holder of a Registered Right to Purchase lands and premises situate, lying and being in the Village of Chase, Province of British Columbia, and more particularly known and described as:

220 SHEPHERD ROAD, CHASE, BC

(hereinafter called the "Land")

- B. The Owner wishes to subdivide and/or develop the Land, or part thereof, in the manner shown on a Plan of Subdivision which has been submitted by the Owner to the Approving Officer of the Village for approval, a copy of which such plan is attached hereto as Appendix "A", and is hereinafter call the "Subdivision Plan".
- C. The Owner is desirous of entering into this Agreement with the Village pursuant to the provisions of the Local Government Act, in order to obtain approval from the Approving Officer of the Subdivision Plan prior to completion of the construction and installation on and/or off the Land of all works and services required by the Village to be constructed and installed on the Land and/or on one-half of any highway immediately adjacent to the Land by the Owner.
- D. The Owner is also desirous of voluntarily providing works and services beyond the Land and the highway immediately adjacent to the Land in order to obtain approval from the Village of the subdivision and/or development, as the Village deems it to be too costly to provide those works at the expense of the ratepayers.



NOW THIS AGREEMENT WITNESSETH that in consideration of the premises and of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

### B.1 Appendices

The following Appendices are to be initialed by each Party for identification and will be read with and form part of this Agreement.

Appendix "A" - A copy of the subdivision plan for the Lands.

Appendix "B" - A list of the Works and Services and an estimate of their respective construction costs.

Appendix "C" - Construction drawings to be used for the construction of the Works and Services.

Appendix "D" - Non-Refundable Administration Fee and Performance Security.

### B.2 Owner To Do Work

The Owner covenants and agrees to construct and provide all the Works and Services listed and shown on Appendices "B" and "C" hereto, as approved by the Village, in accordance with the standards contained in the Village of Chase Subdivision and Development Servicing Bylaw and Standards Manual. The Owner shall employ only bonded and qualified contractors to carry out and complete the Works and Services.

### B.3 Transfer of Interest in Works

The Owner covenants and agrees with the Village to assign, transfer and convey to the Village all of its right, title and interest in the Works and Services, upon their completion, (as witnessed by the issuance of a Certificate of Substantial Completion). The Owner will from time to time and at all times so long as it exercises any rights of ownership in the Lands upon request of the Village, make, do and execute or cause or procure to be made, done and executed, all such further acts, deeds, right(s)-of-way, easements and assurances for the more effectual carrying out of this Agreement.

### B.4 Permission To Do Work

The Village covenants and agrees to permit the Owner to construct the Works and Services, including that portion of the Works and Services to be constructed on dedicated highways and other right(s)-of-way controlled by the Village; on the terms and conditions herein, and in the manner required by and at the places specified in Appendix "C" of this Agreement and Specifications contained and forming part of the Subdivision and Development Servicing Standards Manual; provided that nothing in this Agreement shall be construed as an undertaking, promise or covenant on the part of the Village to make available the use of or access to the Works and Services for any



purpose, and without limiting the foregoing for the purpose of servicing the Lands or any other real property whatsoever either owned or controlled by the Owner or its associates or otherwise, but rather the Village reserves the right in its sole and absolute discretion to make available, operate, alter, use, extend, diminish, discontinue, tear up, sell, rent or otherwise dispose of the Works and Services as its Council from time to time deems fit.

### B.5 Completion of Work

The Owner shall complete the construction of the Works and Services, specified in Appendix "C" of this Agreement as Project No.\_\_\_\_\_of the Village, to the satisfaction of the Village, within One (1) year from the date of this Agreement.

## B.6 Changes To Bylaws

The Owner covenants and agrees to comply with any changes in subdivision requirements or standards enacted by the Subdivision and Development Servicing Bylaw or Subdivision and Development Servicing Standards Manual prior to the actual commencement of the Works and Services contemplated by the Agreement.

# B.7 Design By Professional Engineer

The Owner covenants and agrees that all Plans, Specifications and Works and Services required herein shall be prepared, designed, and sealed by a Professional Engineer, who shall be registered with the Association of Professional Engineers and Geoscientists of British Columbia and retained by the Owner as the Owner's Engineer. Plans and specifications for the Works and Services shall be prepared by or under the direct supervision of the Owner's Engineer and all plans shall bear his/her professional seal and signature.

Where the estimated cost of the Works and Services exceeds One Hundred Thousand Dollars (\$100,000.00) as detailed in Appendix "B" of this Agreement, the Owner covenants and agrees to ensure that the Owner's Engineer maintains professional liability, errors and omissions insurance to a value of \$2M per occurrence during the terms of the Owner's Professional Engineer's engagement.



### B.8 Engineering Drawings

The Owner covenants and agrees that the intent of this Agreement is that the Owner shall construct fully completed Works and Services, and grant all necessary statutory right(s)-of-way as shown in the Drawings and Specifications prepared by:

Under Draw	ving Numbers:	
1697-011-01	1697-011-04	1697-011-07
1697-011-02	1697-011-05	1697-011-08
1697-011-03	1697-011-06	

# B.9 Changes To Design By Village of Chase

The Village Engineer may alter the drawings, because of the conditions at the site, so that the Works and Services function and operate in a manner satisfactory to the Village Engineer. Should the Works and Services, as provided herein, prove to be in any way defective or should they not operate to the satisfaction of the Village Engineer, then the Owner shall, at his own cost modify and reconstruct the Works and Services so that the Works and Services shall be fully operative and function to the satisfaction of the Village Engineer.

# B.10 Start Of Work

The Owner covenants and agrees not to commence work until the Village Engineer provides the Owner with written permission to proceed with the construction.

### **B.11 Substantial Completion**

A Certificate of Substantial Completion shall be provided by the Village Engineer on the completion of the construction of the Works and Services, listing all the deficiencies. This Certificate of Substantial Completion shall not be construed as acceptance of the Works and Services. Substantial Completion shall occur when the Owners Engineer has provided written notice to the Village of Chase, under seal and signature, that not less than ninety-five (95%) percent of the value of the works and services specified in Appendix 'B' of Schedule B have been completed in accordance with the plans and specifications included in Appendix 'C' of Schedule B. Refer to Schedule F.



# B.12 Certificate of Completion

A Certificate of Completion shall be provided by the Village Engineer on the completion of the construction and correction of all deficiencies. Refer to Schedule G.

#### B.13 As-Built Submission

The Owner covenants and agrees to submit to the Village the final as-built/record drawings and records of construction, and test results, as required by the Village Engineer, pursuant to this Subdivision and Development Servicing Standards Manual, within 60 days of the date of the Certificate of Substantial Completion.

## B.14 Maintenance Period And Responsibility

The Owner covenants and agrees to maintain every part of the Works and Services in perfect order and in complete repair for a period of one (1) year from the date shown on the Certificate of Completion in accordance with the requirements of this Agreement and Subdivision and Development Servicing Standards Manual.

Should the Owner, for any reason, fail to maintain when ordered, then the Village Engineer, at the Engineer's option, after giving the Owner seven (7) days written notice (or without notice if an emergency or danger to the public exists), may do so, and the whole costs, charges and expenses so incurred by the Village will be payable by the Owner, as provided for herein. The decision of the Village Engineer will be final with respect to the necessity for repairs, or the adequacy of any work done.

Once any water mains covered by this Agreement are connected to the Village water system, only Village workers or contractors under the direct supervision of the Village may undertake work on such water mains. As such, Village workers or contractors retained by the Village will correct any defects, imperfections, acts of vandalism, settlements and/or rechlorination and flushing of such water mains which is deemed by the Village Engineer to be necessary, during the one (1) year period from the date shown on the Certificate of Completion, and the whole of such costs, charges and expenses so incurred by the Village in undertaking such work including but not limited to contractor costs will be payable by the Owner as provided for herein. Any rechlorination and flushing work on any water main, or water main break, shall be considered to be "emergency work" and as such the Owner may not receive prior notice that such work is being undertaken by the Village.

The Owner will deliver to the Village a maintenance security in accordance with the Subdivision and Development Servicing Bylaw and Standards Manual.



# B.15 Certificate of Final Acceptance

The Village covenants and agrees that upon satisfactory completion by the Owner of all the covenants and conditions in this Agreement, including the maintenance of the Works and Services in complete repair for a period of one (1) year, to provide the Owner with a Certificate of Final Acceptance of the Works and Services, signed by the Village Engineer. Notice of Final Acceptance of the Works and Services will be issued by the Village Engineer when all deficiencies have been corrected, as-built drawings and service record cards received, and the maintenance period outlined herein has expired. Refer to Schedule H.

All such Works and Services remain at the risk of the Owner until the Certificate of Final Acceptance for the Works and Services has been issued.

# B.16 Final Building Inspection Withheld

The Owner acknowledges and agrees that the Village will withhold the granting of a Final Inspection for the use of any building or part thereof, constructed upon the Lands until all the Works and Services required herein have been completed to the satisfaction of the Village Engineer.

# B.17 Owner Indemnifies Village

The Owner covenants and agrees to save harmless and indemnify the Village against:

- (a) all actions and proceedings, costs, damages, expenses, claims, and demands whatsoever and by whomsoever brought by reason of the construction, installation, maintenance or repair of the Works and Services;
- (b) all expenses and costs which may be incurred by reason of the construction, installation, maintenance or repair of the Works and Services resulting in damage to any property owned in whole or in part by the Village for which the Village by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, install, maintain or repair;
- (c) all expenses and costs which may be incurred by reason of liens for non-payment of labour or materials, WorkSafe BC assessments, Employment Insurance, Canada Pension Plan, Federal and Provincial Tax, Property Reinstatements or encroachments owing to mistakes in survey.
- (d) all expenses and costs which may be incurred by the Village as a result of faulty workmanship and defective material in any of the Works and Services installed by the Owner.



The above sub-clauses shall not be construed as to extinguish any rights which the Village would have were it not for the inclusion of this Clause 17 (seventeen) of this Agreement

# Insurance Coverage By Owner

The Owner covenants and agrees to provide the following insurance coverage, and to provide the Village with a copy of the insurance policy prior to the commencement of any construction of the Works and Services.

- (e) To protect the Owner and the Village against all claims arising out of:
  - (i) Death or injury to persons and,
  - (ii) Damage to or loss of any Village buildings, structures, stores, equipment and materials included in or required for the carrying out of the Works and Services.
- (f) Every policy of insurance required shall:
  - (iii) Name "THE VILLAGE OF CHASE" as an 'Additional Insured' and,
  - (iv) State that the policy applies to each insured in the same manner and to the same extent as if a separate policy had been issued to each Insured and,
  - (v) State that the policy cannot be canceled, lapsed or materially changed without at least thirty (30) days written notice to the Village, delivered to the Village Engineer.

The Owner shall at his sole expense throughout the currency of this Servicing Agreement carry Comprehensive Liability Insurance acceptable to the Village of Chase in the amount of at least Two Million Dollars (\$2,000,000.) with insurance companies licensed to carry on business in the Province of British Columbia in partial discharge of the Owners obligation under Clause 17 (seventeen) of this Agreement. Refer to Schedule V.

# B.18 WCB Designated Prime Contractor

Where the Owner constructs Works and Services on dedicated highways and other right(s)-of-way controlled by the Village, on the terms and conditions herein, and in the manner required by and at the places specified in Appendix "C" of this Agreement and Specifications contained and forming part of the Subdivision and Development Servicing Standards Manual, the Owner shall, seven (7) days prior to the start of the construction works and services, complete and submit to the Village, a completed WCB Designated Prime Contractor form. (Appendix E)



### **B.19** Performance Security

Should the Developer require final subdivision approval or final inspection under the Building Permit prior to completion of the Works and Services, Performance Security shall be provided by the Owner. As Security for the due performance of all of the outstanding covenants and promises contained in this Agreement, the Owner will deposit with the Village of Chase a Performance Security Deposit, calculated in Appendix 'D' (Item D.2), of this Agreement, in the amount of \$198,637.50 in the form of Cash or an Irrevocable Letter of Credit acceptable to the Village (herein called the Performance Security).

In the event that the Owner fails to construct and install the Works and Services prescribed herein within the time specified in Clause 5 (five) of this Agreement, the said Performance Security of \$198,637.50 will be forfeited to the Village.

## B.20 Consent To Forfeiture of Performance Security For Deferred Works

The Owner acknowledges that construction of the following Works and Services are premature and/or may give rise to risk of public safety and agrees therefore to forfeit the amount of the Performance Security indicated. The Village will retain this amount and will use it to construct the said Works and Services at a future time of its choosing. The Village will not claim any further compensation from the Owner and the Owner will have no entitlement to return any part of the forfeited amount.

Proposed Works and Services	Security Amount Forfeited
<del></del>	
<del></del>	

#### B.21 Use Of Performance Security

The Owner agrees that if all the Works and Services or obligations are not completed, installed or performed pursuant to this Agreement, the Village may complete or fulfill the Works and Services or obligations at the cost of the Owner and deduct from the Performance Security held by the Village the cost of such completion, and the balance of the deposit shall be returned to the Owner, less any additional administration fees or costs incurred. If there is insufficient money on deposit with the Village, then the Owner will pay such deficiency to the Village immediately upon receipt of the Village's bill for completion. It is understood that the Village may do such Works and Services either by itself or by contractors employed by the Village. If the Works and Services are completed as herein provided, then the deposit shall be returned to the depositor.



# B.22 Release Of Security And Provision Of One Year Maintenance Security

If the Village Engineer is of the opinion that the Works and Services or any portion thereof have been adequately completed, and the Owner's covenants performed in compliance with this Agreement, and if there is no litigation pending or threatened by any third party against the Village as a result of, or arising from, the construction of the Works and Services, the Village Engineer may return all, or any portion of the Performance Security to the Owner at such times and in such amounts as the Village Engineer may deem proper, provided only that the Village Engineer will retain an amount equal to Ten (10%) Percent of the Performance Security Deposit, with a minimum of One Thousand (\$1,000.) to secure the performance of the maintenance required of the Owner (hereinafter called the Maintenance Security).

# B.23 Return Of Maintenance Security

If at the end of the one (1) year maintenance period the Village Engineer is satisfied that the Owner has complied with the covenants contained in this Agreement and if there is no litigation pending or threatened by any third party against the Village as a result of, or arising from, the construction of the Works and Services, the Village Engineer may direct that the Maintenance Security or any portion thereof, be returned to the Owner and thereinafter the Owner's responsibility for the Works and Services shall cease.

### B.24 Administration Fee

The Owner covenants and agrees to pay to the Village a non-refundable administration fee, in the amount calculated in Appendix 'D' (Item D.1), of this Agreement, to cover Village administration and processing costs. This administration fee is payable by cash or cheque prior to signing of this Agreement and the commencement of the Works and Services.

### **B.25** No Other Representations

It is understood and agreed that the Village has made no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise) with the Owner other than those in this Agreement.

# B.26 Compliance With Bylaws

Subject to this Agreement, the proposed Works and Services and the development herein shall comply with all of the Bylaws of the Village of Chase.



### B.27 No Waiver

The Owner covenants and agrees that nothing contained or implied herein shall prejudice or affect the rights and powers of the Village in the exercise of its functions under any public and private statues, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the said Lands as if the Agreement had not been executed and delivered by the Owner.

### **B.28** Notice to Owner

Any demand or notice required or permitted to be given under the provisions of this agreement shall be in writing and may be given by mailing such notice by prepaid registered post to the party concerned at the address of such party first above-recited, and any such notice or demand mailed as aforesaid shall be deemed to have been received by the party to whom it is addressed on the second business day after the date of posting thereof.



THIS CONTRACT shall ensure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

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

FOR	SIGNED, SEALED AND DELIVERED The Corporate Seal of	
	STONE & OAK DEVELOPMENTS LTD.	
	Was hereunto affixed in the presence of Signature  Name LIAN Ojavue  Title Resident	SEAL
	The fresher	4444
FOR	SIGNED, SEALED AND DELIVERED By the above named in the presence of (witness) Signature	
	Name Chris Crowell Occupation Engineer	Owner's Signature
	Occupation Engineer	
	Address 2079 Fakon Road, Kanloops, BC	
		Owner's Signature
FOR THE VILLAGE OF CHASE	SIGNED SEALED, AND DELIVERED The Corporate Seal of the Village of Chase was hereunto affixed in the presence of	
	Mayor of the Village of Chase	
	Administrator of the Village of Chase	



# APPENDIX "A"

COPY OF THE SUBDIVISION PLAN OF THE LANDS.





# APPENDIX "B"

A LIST OF THE WORKS AND SERVICES TO BE OWNED AND MAINTAINED BY THE VILLAGE OF CHASE AND AN ESTIMATE OF THEIR RESPECTIVE CONSTRUCTION COSTS.

1697-011							
ltem #	Payment Para	Section 1	Item Description	Unit	Quantity	Unit Price	Amount
Section C - Roadworks and Miscellaneous					Subtotal Section C		\$67,980.00
C4	31 24 13		Import, place and compact well graded 150mm minus pit-run gravel, free of organics. Representative sample to be provided by Contractor and approved by Geotechnical Engineer	m³	500	\$25.00	\$12,500.00
C6	31 24 13	1.8.9	Subgrade preparation	m²	380	\$2.00	\$760.00
C7	32 11 16.1	1.4	Supply and place 400mm compacted depth of 75mm minus pitrun subbase with grading and compaction to 98% SPMDD	m²	380	\$18.00	\$6,840.00
C8	03 30 20	1.4.6	Supply and place 75mm compacted depth of 25mm minus crushed base gravel with grading and compaction to 98% SPMDD from 300mm beyond back of curb	m²	380	\$11.00	\$4,180.00
C9	32 12 16	1.5.3	Supply and place compacted hot asphaltic surface course concrete c/w all final adjustments to utility appurtenances to min 65mm thickness	m²	270	\$35.00	\$9,450.00
C10	03 30 20	1.4.3/1.4.5	Machine or hand formed 100mm thick concrete sidewalk as per Village of Chase Dwg. CGS-3.	l.m.	45	\$300.00	\$13,500.00
C11	03 30 20	1.4.6	Machine or hand formed 150mm thick concrete sidewalk crossing at driveway entrances per Village of Chase Dwg. CGS-5.	ea.	. 1	\$3,000.00	\$3,000.00
C12	03 30 20	1.4.3/1.4.5	Machine or hand formed concrete Barrier Curb and gutter as per Village of Chase Dwg. CGS-1 and CGS-2	l.m.	80	\$200.00	\$16,000.00
C14	03 30 20	1.4.6	6.0m curb letdown as per Village of Chase Std. Dwg CGS-1	ea.	1	\$1,750.00	\$1,750.00
Section D - Waterworks					Subtot	al Section D	\$32,300.00
D1	33 11 01	1.8.1	Supply and install 200Ø DR18 C900 PVC	l.m.	25	\$160.00	\$4,000.00
D2	33 11 01	1.8.1	Supply and install 200Ø DR18 C900 PVC c/w rigid insulation	l.m.	25	\$200.00	\$5,000.00
D3	33 11 01	1.8.1	Supply and install 150Ø DR18 C900 PVC	l.m.	2	\$350.00	\$700.00
D6	33 11 01	1.8.5	Supply and install blow-off assembly as per Village of Chase Dwg. W-4	ea.	1	\$2,800.00	\$2,800.00
D7	33 11 01	1.8.13	Supply and install hydrant assembly as per Village of Chase Dwg. W-3	ea.	1	\$4,750.00	\$4,750.00
D8	33 11 01	1.8.3	Supply and install 200H x 200H x 200F tee	ea.	11	\$650.00	\$650.00
D9	33 11 01	1.8.3	Supply and install 200F x 200F x 150F tee	ea.	1	\$650.00	\$650.00
D10	33 11 01	1.8.3	Supply and install 200Ø HxF gate valve c/w valve box as per Village of Chase Dwg. W-5	ea.	1	\$2,100.00	\$2,100.00
D11	33 11 01	1.8.3	Supply and install 150Ø HxF gate valve c/w valve box as per Village of Chase Dwg. W-5	ea.	1	\$1,650.00	\$1,650.00
D12	33 11 01	1.8.3	Supply and install 200Ø 11.25° Bend	ea.	1 1	\$500.00	\$500.00 \$500.00
D13	33 11 01	1.8.3	Supply and install 200Ø 5° Bend	ea.	1	\$500.00	<del></del>
D14	33 11 01	1.8.3	Supply and install 200F x 100H reducer	ea.	1	\$500.00	\$500.00

1697-011

Item #	Payment Par	Section a	Item Description	Unit	Quantity	Unit Price	Amount
Section	n D - Water	works (c	ont.)				
D15	33 11 01	1.8.3	Supply and install 200Ø End Cap	ea.	-1	\$500.00	\$500.00
D16	33 11 01	1.8.13	Tie-in to existing 200Ø PVC main c/w coupler	ea.	1	\$5,000.00	\$5,000.00
D19	26 42 13	1.8.1	Supply and installation of anode protection on cast iron fittings c/w 14.5kg mag, wiring, connection and buried style test station	ea.	2	\$1,500.00	\$3,000.00
Section E - Sanitary Sewer					Subtota	al Section E	\$16,365.00
E1	33 30 01	1.6.1	Supply and install 200Ø DR35 PVC	l.m.	35	\$130.00	\$4,550.00
E1a	33 30 01	1.6.1	Supply and install 200Ø DR35 PVC (S1 to Cap)	l.m.	35	\$200.00	\$7,000.00
E2	33 30 01	1.6.1	Supply and install 200Ø End Cap	ea.	1	\$450.00	\$450.00
E4	33 44 01	1.5.1.1	Supply and install 1050 precast concrete manhole base, lid, adjusting rings, frame and cover c/w benching and grout sealing	ea.	1	\$3,000.00	\$3,000.00
E5	33 44 01	1.5.1.2	Supply and install 1050 precast concrete manhole risers	v.m.	2.1	\$650.00	\$1,365.00
Section	on F - Storm	Sewer			Subtot	al Section F	\$41,765.00
F1			Remove and dispose exsting manhole	ea.	1	\$5,000.00	\$5,000.00
F3	33 40 01	1.6.1	Supply and install 250Ø DR35 PVC	l.m.	29	\$200.00	\$5,800.00
F4a	33 40 01	1.6.1	Supply and install 200Ø DR35 PVC (DW1 -ST6)	l.m.	16	\$200.00	\$3,200.00
F6	33 44 01	1.5.1.1	Supply and install 1050 precast concrete manhole base, lid, adjusting rings, frame and cover c/w benching and grout sealing	ea.	1	\$3,000.00	\$3,000.00
F7	33 44 01	1.5.1.1	Supply and install 1050 precast concrete manhole (ST7) base, lid, adjusting rings, frame and cover c/w benching and grout sealing c/w tie-in to existing 200Ø storm stub	ea.	1	\$3,000.00	\$3,000.00
F8	33 44 01	1.5.1.2	Supply and install 1050 precast concrete manhole risers	v.m.	4.1	\$650.00	\$2,665.00
F9	33 44 01	1.5.2	Supply and install precast concrete catchbasin as per Village of Chase Dwg. ST-1	ea.	2	\$2,300.00	\$4,600.00
F10	33 40 01		Supply and installation of drywell as per Village of Chase Dwg. ST-11	ea.	1	\$6,000.00	\$6,000.00
F11	33 40 01		Supply and installation of drywell (DW1) as per Village of Chase Dwg. ST-11 c/w tie-in to existing 375Ø storm	ea.	1	\$8,500.00	\$8,500.00
Section G - Shallow Utility					Subtot	al Section G	\$500.00
G2			Supply and install 100Ø SCH 40 sleeve marked for gas c/w 2x4 painted marker	l.m.	10	\$50.00	\$500.00
	Contingen	cy Allowa	ance (See GC 1.19 and SGC 1.19.1)	allow	1		



Total Price (excl. Tax)	\$158,910.00	
Administration Fee (2%)	\$3,178.20	
Performance Security (125%)	\$198,637.50	

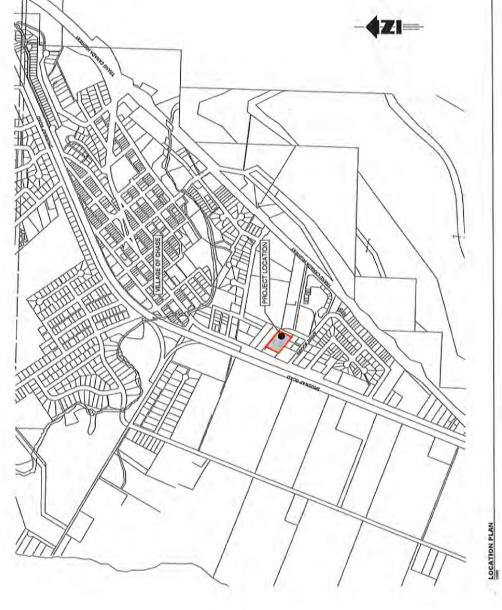


### APPENDIX "C"

CONSTRUCTION DRAWINGS TO BE USED FOR THE CONSTRUCTION OF THE WORKS AND SERVICES.

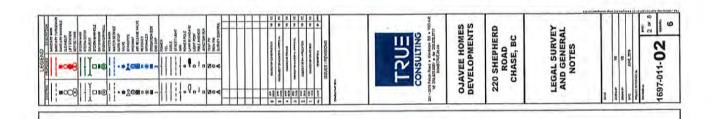
# **OJAVEE HOMES DEVELOPMENTS** 220 SHEPHERD ROAD CHASE, BC

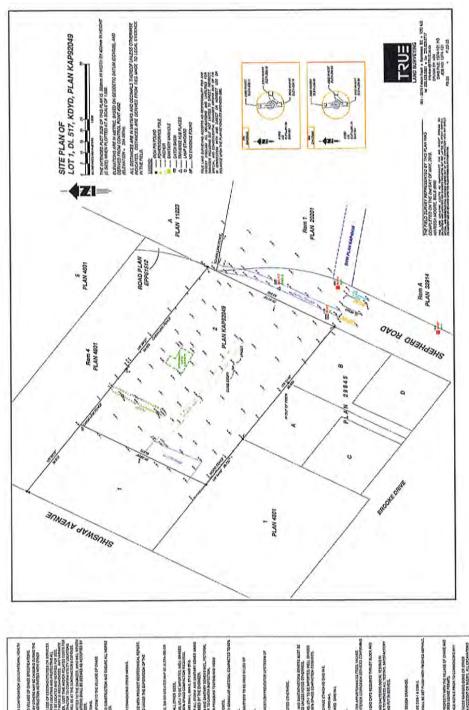


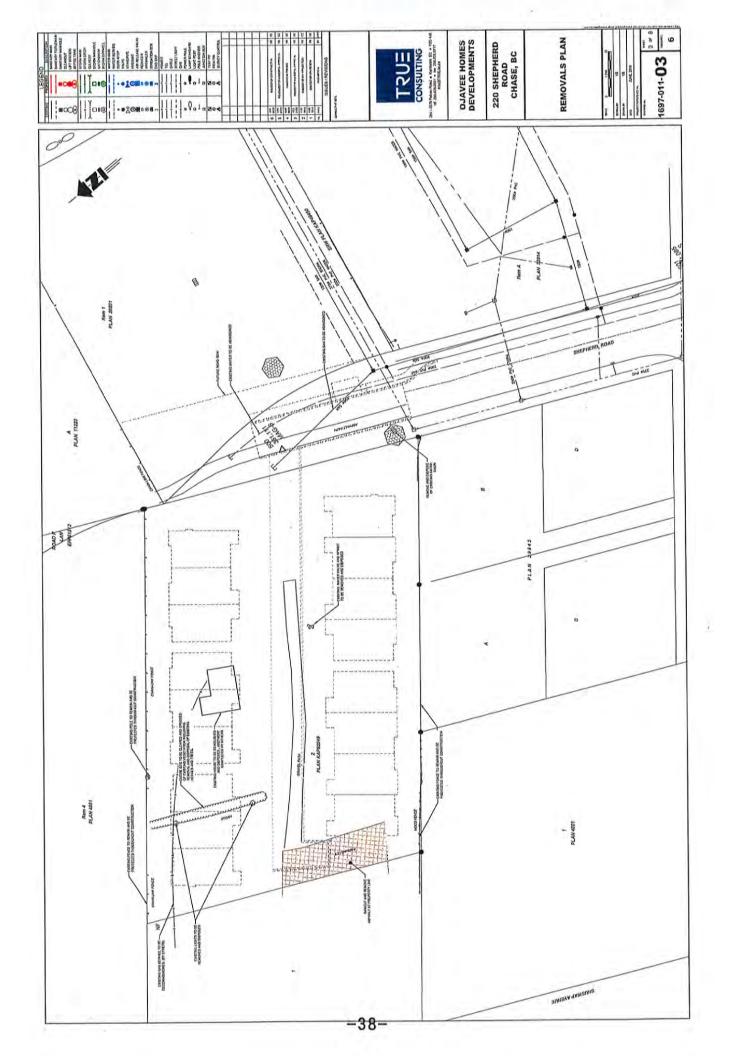




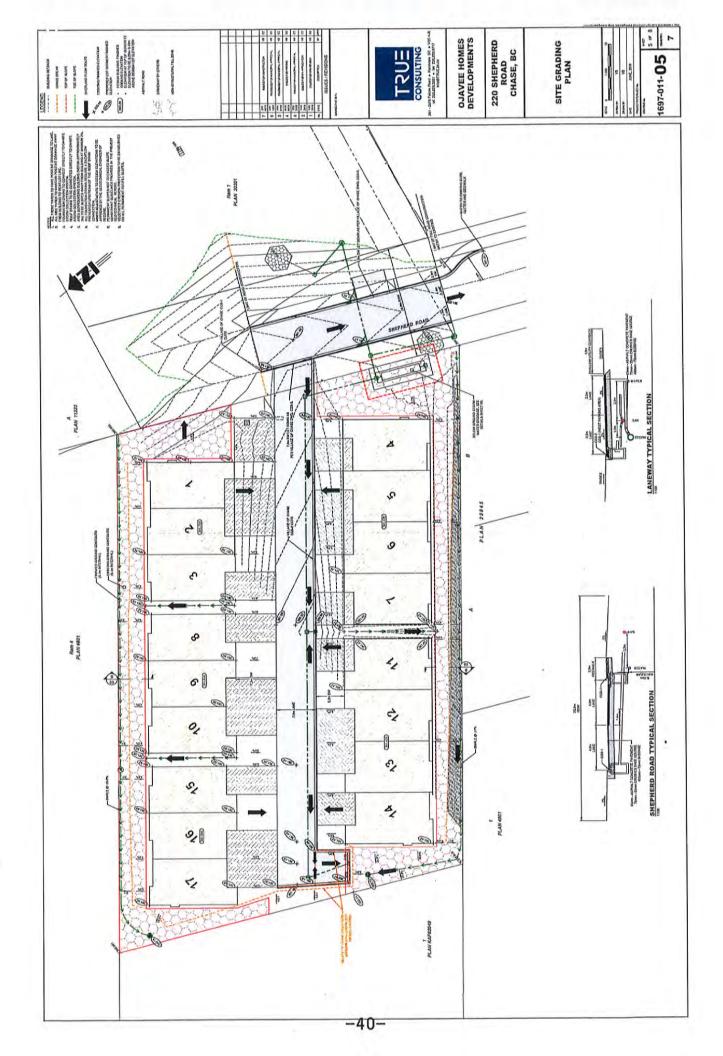
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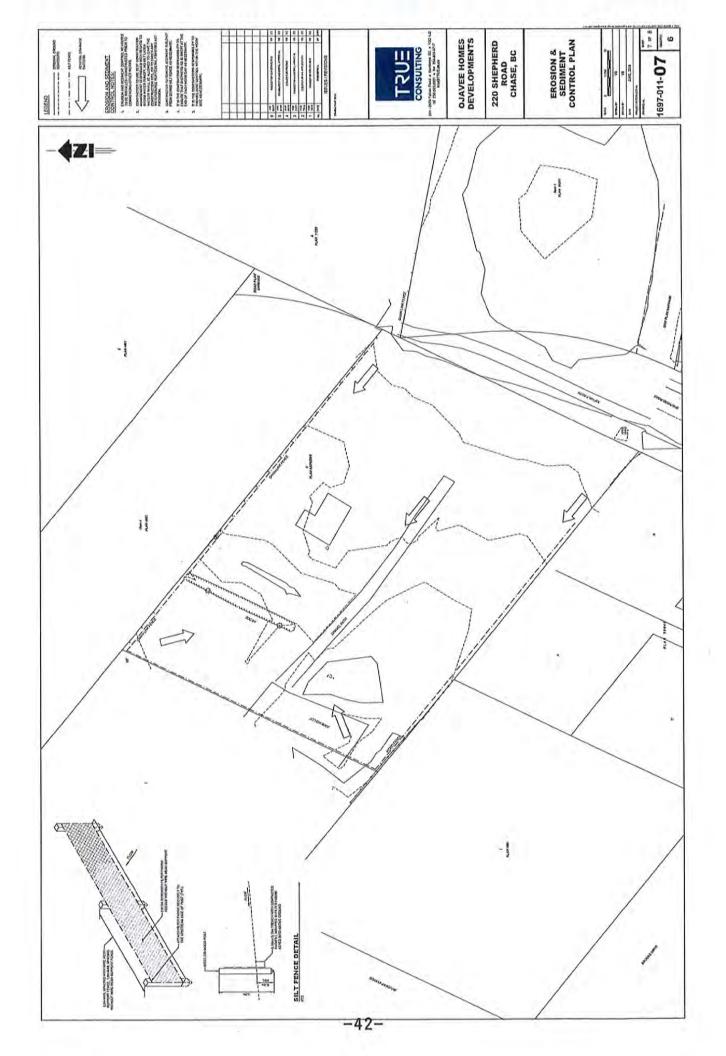


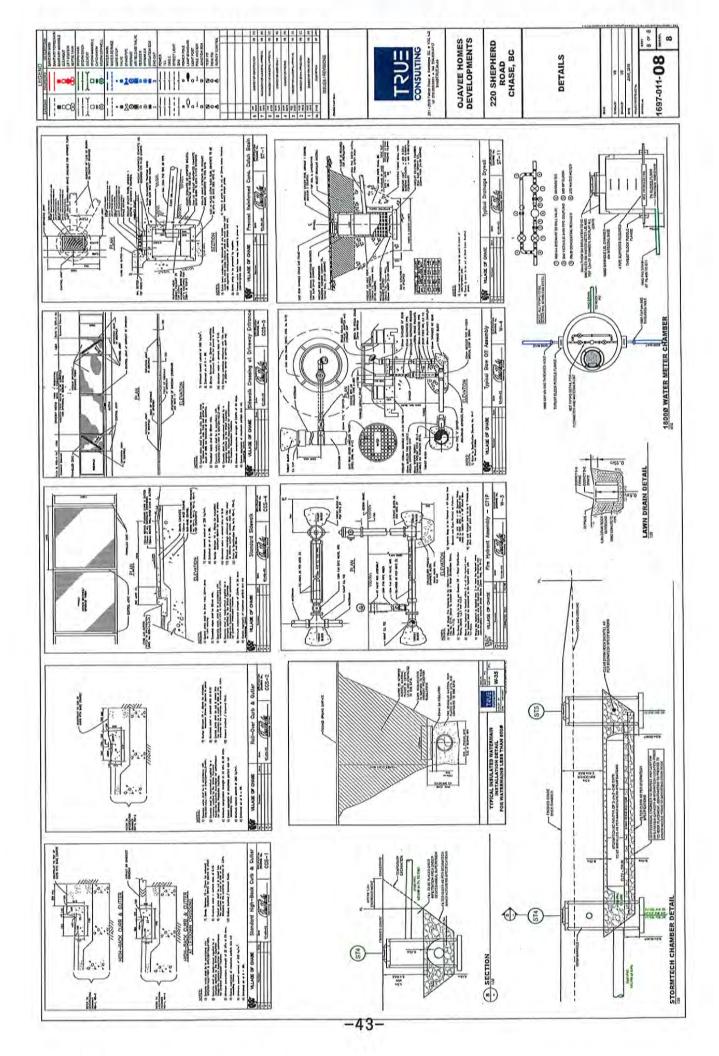














### APPENDIX "D"

# NON-REFUNDABLE ADMINISTRATION FEE AND PERFORMANCE SECURITY



### D.1 Non-Refundable Administration Fee

In accordance with Clause 12 of the Village of Chase Subdivision and Development Servicing Bylaw the Owner covenants and agrees to pay the Village of Chase a non-refundable administration fee to cover Village administration and processing costs.

Total non-refundable administration fee \$ 3,178.20 (Cash or Cheque) (2% of estimate of construction value of off-site works)

### D.2 Refundable Performance Security

Total cost for Construction of outstanding
Works and Services as per Appendix "B" \$ 158,910.00 (B)

Performance Security \$ 158,910.00 (B) X 1.25 = \$ 198,637.50 (Cash or Irrevocable Letter of Credit)



### APPENDIX "E"

### WCB DESIGNATED PRIME CONTRACTOR



### Designation of Contractor as Prime Contractor for Village

Project Village of Chase Information							
Contract Number:							
Description: Ojavee Home Development - 220 Sheppard Road Development							
Contact Person: Lionel Kabotoff							
Prime Contractor Information							
Name of Prime Contractor: KLL Construction Inc							
Address: 4170 Devick Road, Kamloops BC V2H 1H7							
Phone: <u>250-319-8147</u>							
Prime Contractor WCB Account Number: 967730							
Person in Charge of Project Lionel Kabotoff							
Person Responsible for Coordinating Health and Safety Activities: Lionel Kabotoff							
Prime Contractor's Declaration as per Workers' Compensation Act							
I/we acknowledge, in accordance with the Workers' Compensation Act (RSBC 1996) Chapter 492, Part 3, Division 3							
Sections 115, 116, 117, 118, 119, 120, 121, 122, 123, and 124 that I/we are the "Prime Contractor" and are qualified to							
act as the "Prime Contractor". I/we accept the duties and responsibilities for coordination of health and safety in							
accordance with the Workers Compensation Act. And further that I/we will do everything that is reasonably practicable to establish and maintain a system or process that will insure compliance with the Workers Compensation Act and the							
Occupational Health and Safety Regulations.							
Lional Kabotoff							
Prime Contractor's Signature							
Date: June 2, 2020							
Form B/10							



## Memorandum

To:

Village of Chase

From: Chris Crowell, P. Eng.

Attn:

Sean O'Flaherty

Date:

June 11, 2020

File No: 1697-011

### RE: 220 Shepherd Road Strata - Developer's Agreement Schedule D Clarification

Please treat this memo as clarification that TRUE Consulting has not been engaged as a coordinating professional for the subject project. TRUE Consulting's role in this project is limited to civil works. In particular, water servicing, sanitary sewer servicing, stormwater management, site grading, roadworks and evaluation of the municipal water system's ability to provide fire protection.

Should further information be required on this topic, please feel free to contact the undersigned.

Regards,

TRUE CONSULTING

Chris Crowell, P. Eng.

CC/slf

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# SCHEDULE D: CONFIRMATION OF COMMITMENT BY OWNER REGARDING DESIGN AND FIELD REVIEW OF CONSTRUCTION BY A PROFESSIONAL ENGINEER

The Scan O'Flaherty, Corporate Officer

Attention Village Engineer

Dear Sir:

Re: 220 Shephud Pond State (Description and Address) of Subdivision or Development

(Owner's Name) have retained Chris Crowell, P.Eng. as my/our (Professional Engineer's Name)

Professional Engineer to undertake and/or coordinate and review all associated design criteria and "field reviews" required for this project. It is understood that my/our "Engineer" will take all such steps as regulated under the Provincial Statute for his/her profession and by the definition of "field reviews" herein under set forth, to ascertain that the design will comply and construction of the project will substantially conform in all material respects with the provisions of the Village of Chase's Subdivision and Development Servicing Bylaw and Standards Manual, all other amendments thereof, and other applicable permits, Bylaws, Acts and regulations which apply to this project. My/our "Engineer" will also ensure that all work is completed in accordance with the construction drawings approved by the Village of Chase. My/our "Engineer" will ascertain that only qualified personnel are retained to carry out tests, inspect or carry out design work, detailing or "field reviews".

As used herein, "field review" shall mean such reviews of the work at the project site, or at the fabrication locations, where applicable, as the "Engineer", in his/her professional discretion, considers necessary in order to ascertain that the work substantially conforms in all material respects to the plans and supporting documents "accepted" by the Village of Chase. This will include keeping records of all site visits and any corrective actions taken as a result thereof.

Form D/10



The undersigned has given a contractual mandate to the "Engineer" to review reports of other testing and inspection agencies and disciplines where necessary, comment on their acceptability, determine the corrective action to take if unacceptable, and maintain a detailed record of every such report and comments thereof. The "Engineer" will automatically submit a monthly summary progress report to the Village Engineer, including all field reports, testing results and change orders.

The Owner will notify the Village Engineer in writing thirty (30) days prior to the intended termination of or by the "Engineer". It is understood that the work on the above project will cease as of the effective date of termination, until such time as a new appointment is made.

Dan Unterword	Kyan Ojavice
Witness Name (Print	Owner or Owner's Appointed Agent (Print)
DChu	M
Witness Signature	Owner or Owner's Appointed Agent (Signature)
2079 Falcon Pd. Kamloup, BC	Ine 15,2020
Address (Print)	Date
Engineer	own / president
Occupation	Title of Agent (if applicable)
	The Corporate Seal of
	Was hereunto affixed in the presence of



The above must be signed by the Owner or his/her appointed Agent. The signature must be witnessed. If the Owner is a company, the corporate seal of the company must be affixed to the document in the presence of its duly authorized officers. The officers must also sign, setting forth their positions in the company.

The "Engineer" acknowledges that he/she has been retained to ascertain that the design will comply and construction of the project will substantially conform in all material respects with the Bylaws as set out above and will submit letter(s) of Professional Design Assurances from others, as needed, for the approval of the subdivision or development. Furthermore, the "Engineer" hereby covenants that their firm presently carries Errors and Omissions insurance in the amount of \$ 2 Million

My/our "Engineer" will upon completion of the work provide a completed "Certificate Of Inspection" form in accordance with Subdivision and Development Servicing Bylaw and Standards Manual. My/our "Engineer" will further provide upon completion all supporting documentation required by the Village of Chase to verify conformance of the work.

Chris Crowell, P.Eng.	and
Name of Professional (Print)	Signature of Professional Engineer
	June 12, 2020
	Date
	201-2079 Falcon Road
<u>.</u>	Mailing Address (Print)
	Kamloops, BC V2C 4J2
	250-828-0881 ext. 223

Phone