



REGULAR COUNCIL MEETING AGENDA

Agenda for the Regular Council Meeting scheduled for
Tuesday, September 20, 2016 at 7:00 p.m. in Council Chambers
at Village Hall, 2697 Sunnyside Road, Anmore, BC

1. **Call to Order**

2. **Approval of the Agenda**

Recommendation: That the agenda be approved.

3. **Public Input**

Note: The public is permitted to provide comments to Council on any item shown on this meeting agenda.

4. **Delegations**

(a) **Linda Reimer, Member of Legislative Assembly, Port Moody – Coquitlam**

Hon. Reimer has requested to appear before Council.

5. **Adoption of Minutes**

Pages 4-10 (a) Minutes of the Regular Council Meeting held on September 13, 2016

Recommendation: That the Minutes of the Regular Council Meeting held on September 13, 2016 be adopted as circulated.

6. **Business Arising from Minutes**

7. **Consent Agenda**

Note: Council may adopt in one motion all recommendations appearing on the Consent Agenda or, prior to the vote, request that an item be removed from the Consent Agenda for debate or discussion, voting in opposition to a recommendation, or declaring a conflict of interest with an item.

(a) **Appointment of Approving Officer**

Recommendation: That Jason Smith, Manager of Development Services, be appointed as Approving Officer for the Village of Anmore.

(b) Designation of Signing Authority

Recommendation: That Jason Smith, Manager of Development Services, be designated as an additional staff signatory for the Village of Anmore.

Page 11 (c) Coalition of Child Care Advocates of BC - \$10aDay Child Care Plan

Recommendation: That the Village of Anmore endorses the \$10aDay Child Care Plan proposed by the Coalition of Child Care Advocates and Early Childhood Educators of BC;

And That Council urges the provincial government to commit to the Plan's vision and work with communities to immediately begin its implementation.

**Page 12 (d) Kidney Foundation of Canada - Saving Lives Through Organ Donation Campaign
kidney.ca**

Recommendation: That the Village of Anmore endorses the Kidney Foundation's Saving Lives Through Organ Donation & Community Wellness campaign initiative, and agrees to work with the Foundation to increase the number of people registered as organ donors in the Village.

8. Items Removed from the Consent Agenda

9. Legislative Reports

Pages 13-25 (a) Water Rates and Regulations Bylaw No. 555-2016

Recommendation: That Anmore Water Rates and Regulations Bylaw No. 555-2016 be finally reconsidered and adopted.

Pages 26-38 (b) Officers Designation Bylaw No. 556-2016

Recommendation: That Anmore Officers Bylaw No. 556-2016 be read a first, second and third time.

10. Unfinished Business

11. New Business

Pages 39-51 (a) Policy No. 51 Contractor Coordinator Program

The Chief Administrative Officer to present Policy No. 51 for information.

Pages 52-74 (b) Roads Master Plan

The Engineering Consultant to present the roads master plan for information.

(c) Graphic Information System (GIS)

The Engineering Consultant to present the GIS for information.

(d) Engineering 10-Capital Replacement

The Engineering Consultant to present the 10-Year Capital Replacement for consideration.

Recommendation: That Council refers the 10-Year Capital Replacement information to the Finance Committee for budget deliberations.

Pages 75-122 (e) Covenant Discharge Request for 2525 and 2571 East Road

The Chief Administrative Officer to present request for easement discharge.

Recommendation: That the Mayor and Corporate Officer be authorized to sign and seal the documentation required to remove the registered covenant documents BP124510, BP124515, BP124517, BP296276 on Lot A, at 2571 East Road, and Lot B at 2525 East Road for the reasons outlined in the report dated September 13, 2016 from the Chief Administrative Officer.

Pages 123-126 (f) Letter to Port Moody Council re: Port Moody Road Right of Way commonly referred to as David Avenue Connector

Recommendation: That the draft letter re: Port Moody Road Right of Way commonly referred to as David Avenue Connector be signed by Mayor McEwen and sent to the attention of Port Moody Council.

Page 128 (g) Draft Civic Addresses for Bella Terra Development

Recommendation: That the draft civic addresses and street names for the Bella Terra Development, as shown on the map titled "Bella Terra Civic Address Assignment", be approved.

12. Mayor's Report

13. Councillors Reports

14. Chief Administrative Officer's Report

15. Information Items

(a) Committees, Commissions, and Boards – Minutes

(b) General Correspondence

16. Public Question Period

Note: The public is permitted to ask questions of Council regarding any item pertaining to Village business.

17. Adjournment



REGULAR COUNCIL MEETING – MINUTES

Minutes of the Regular Council Meeting held on Tuesday,
September 13, 2016 in Council Chambers at Village Hall, 2697 Sunnyside Road, Anmore, BC

ELECTED OFFICIALS PRESENT

Mayor John McEwen
Councillor Ryan Froese
Councillor Ann-Marie Thiele
Councillor Kim Trowbridge
Councillor Paul Weverink

STAFF PRESENT

Juli Kolby, Chief Administrative Officer
Christine Milloy, Manager of Corporate Services
Luke Guerin, Operations Superintendent

1. Call to Order

Mayor McEwen called the meeting to order at 7:00 p.m.

2. Approval of the Agenda

It was MOVED and SECONDED:

R159/2016 "THAT THE AGENDA BE APPROVED AS CIRCULATED."

CARRIED UNANIMOUSLY

3. Public Input

Lynn Burton, Sugar Mountain Way, provided comment that the lot size categories map shown for item 11(a) is useful, but needs to be updated.

4. Delegations

Nil

5. Adoption of Minutes

(a) Minutes of the Regular Council Meeting held on August 16, 2016

It was MOVED and SECONDED:

“THAT THE MINUTES OF THE REGULAR COUNCIL MEETING HELD ON AUGUST 16, 2016 BE ADOPTED AS CIRCULATED.”

CARRIED UNANIMOUSLY

6. Business Arising from Minutes

Nil

7. Consent Agenda

It was MOVED and SECONDED:

“THAT THE FOLLOWING RECOMMENDATION BE ADOPTED ON CONSENT.”

CARRIED UNANIMOUSLY

(a) Prostate Cancer Awareness

“THAT THE VILLAGE OF ANMORE DECLARES SEPTEMBER 2016 AS PROSTATE CANCER AWARENESS MONTH; AND THAT THE VILLAGE OF ANMORE SUPPORTS THE REQUEST OF PROSTATE CANCER CANADA TO THE PROVINCIAL GOVERNMENT TO MAKE PSA TESTING FREE FOR ALL MEN IN THE PROVINCE.”

CARRIED UNANIMOUSLY

8. Items Removed from the Consent Agenda

(a) Consideration of the Five-Year Review of Metro Vancouver 2040: Shaping our Future, the Regional Growth Strategy

It was MOVED and SECONDED:

“THAT COUNCIL RECEIVES THE LETTER DATED AUGUST 11, 2016 FROM THE METRO VANCOUVER BOARD REGARDING CONSIDERATION OF THE FIVE-YEAR REVIEW OF METRO VANCOUVER 2040; AND THAT COUNCIL DIRECTS STAFF TO REVIEW THE METRO VANCOUVER STAFF REPORT DATED JUNE 10, 2016 AND PROVIDE COMMENTS TO METRO VANCOUVER BY OCTOBER 1, 2016.”

CARRIED UNANIMOUSLY

- (b) Request for Endorsement to Amend the *British Columbia Tobacco and Vapour Products Control Act*

"THAT COUNCIL RECEIVES THE LETTER DATED AUGUST 12, 2016 FROM CANADIAN CANCER SOCIETY REGARDING RECOMMENDATION FOR AMENDMENT TO THE *BRITISH COLUMBIA TOBACCO AND VAPOUR PRODUCTS CONTROL ACT*; AND THAT THE VILLAGE OF ANMORE ENDORSES A REQUIREMENT IN BRITISH COLUMBIA FOR SMOKE AND VAPE-FREE OUTDOOR PUBLIC PLACES, AS OUTLINED IN THAT LETTER; AND FURTHER THAT COUNCIL DIRECTS STAFF TO REVIEW ANMORE SMOKING CONTROL BYLAW NO. 448-2008 FOLLOWING A DECISION FROM THE PROVINCIAL GOVERNMENT ON THIS MATTER."

MOTION DEFEATED

9. Legislative Reports

- (a) Review of Anmore Noise Control Bylaw No. 517-2011

It was MOVED and SECONDED:

"THAT FURTHER TO THE REPORT DATED AUGUST 25, 2016 FROM THE MANAGER OF CORPORATE SERVICES, REGARDING REVIEW OF ANMORE NOISE CONTROL BYLAW NO. 517-2011 RELATED TO GENERATOR USE, COUNCIL AGREES THAT NO IMMINENT UPDATE TO THE BYLAW IS REQUIRED."

MOTION DEFEATED

It was MOVED and SECONDED:

"THAT THE REPORT DATED AUGUST 25, 2016 FROM THE MANAGER OF CORPORATE SERVICES, REGARDING REVIEW OF ANMORE NOISE CONTROL BYLAW NO. 517-2011 RELATED TO GENERATOR USE, BE RECEIVED FOR INFORMATION; AND THAT COUNCIL DIRECTS STAFF TO AMEND THE BYLAW REGARDING USE OF GENERATORS ON PRIVATE PROPERTY FOR FUTURE COUNCIL CONSIDERATION."

CARRIED UNANIMOUSLY

(b) Solid Waste Management Bylaw No. 554-2016

It was MOVED and SECONDED:

**"THAT ANMORE SOLID WASTE MGMT BYLAW NO. 554-2016 BE
READ A FIRST, SECOND AND THIRD TIME."**

MOTION DEFEATED

It was MOVED and SECONDED:

**"THAT COUNCIL REQUEST FURTHER INFORMATION OF STAFF
REGARDING THE ANMORE SOLID WASTE MANAGEMENT BYLAW
NO. 554-2016."**

CARRIED UNANIMOUSLY

(C) Water Rates and Regulations Bylaw No. 555-2016

It was MOVED and SECONDED:

**"THAT ANMORE WATER RATES AND REGULATIONS
BYLAW NO. 555-2016 BE READ A FIRST, SECOND AND
THIRD TIME."**

CARRIED UNANIMOUSLY

10. Unfinished Business

Nil

11. New Business

(a) British Columbia Assessment Authority Lot Size Analysis

Council directed staff to contact British Columbia Assessment Authority regarding the accuracy of the lot size analysis.

12. Mayor's Report

Mayor McEwen reported that:

- He attended the Tri-City Mayors BBQ; he enjoyed it and it was interesting to see how other municipalities are dealing with similar issues.
- He participated in the adventure challenge with other Mayors.

- Ma Murray day was an overwhelming success; it was a true demonstration of what makes Anmore special with community involvement; he is thankful to the Village's co-op student, Rachel Carrier, for doing an amazing job organizing the volunteers
- On Thursday, he and Juli Kolby will be meeting with SD43 regarding fire protection and joint use agreements.
- After tonight's council meeting, he will be going to the Port Moody meeting to hear comments about a Councillor's Notice of Motion regarding a road dedication to possibly go through Anmore at Strong Road; which conflicts with the Anmore - Port Moody Memorandum of Understanding.

13. Councillors Reports

Councillor Froese reported that:

- He is thankful for everyone who contributed to Ma Murray Day, including Rachel Carrier.

Councillor Thiele reported that:

- She thanks all volunteers for their support for Ma Murray Day, including a big thanks to the community groups, including the Garden Club, Anmore Scouts and the Anmore Heritage Group.

Clr Weverink reported that:

- Ma Murray Day was great; he tried hard to recruit kids for the talent show, but ended up doing a static art display showcasing the artwork produced by a 10-year resident; and added that the tractor races were great and he has received comment from people interested in taking part next year.
- His last Parks Committee Minutes show that Spirit Park.
- He would like to recommend that Council agree to have TORCA (Tri-Cities Off Road Cycling Association) be invited as a delegation for an upcoming Parks Committee Meeting.

It was MOVED and SECONDED:

**"THAT TORCA BE INVITED TO COME TO THE SEPTEMBER 15
PARKS COMMITTEE MEETING AS A DELEGATION."**

CARRIED UNANIMOUSLY

- He would like future committee minutes to be available soon after completion instead of just prior to the next meeting.

14. Chief Administrative Officer's Report

Juli Kolby reported that:

- Ma Murray Day was a great success and gave special thanks to the Public Works department for their work getting Spirit Park ready and looking great.
- She has successfully hired a new Manager of Development Services, Jason Smith, who will start on September 19, 2016.
- She met today with ION Design regarding the re-branding exercise, and she hopes to hold a public workshop in early-October 2016.
- Road works on Elementary Road and Sunnyside (adjacent) is almost complete and work will begin on East Road this week.
- The rain event on September 2, 2016 caused issues with related road work; the contractor was responsive when learning of damage to private property; and she thanks the engineering consultant for his help while he was on vacation.
- Census information collected for 2016 showed a 98% response rate, and the information will be released in 2017.
- She is working with the Anmore Heritage Group regarding the re-location of the Ma Murray Homestead.

Mayor McEwen reported that the Community Spirit Award was given to Jamie Roberts, who showed great community service, including 5,000 volunteer hours.

15. Information Items**(a) Committees, Commissions, and Boards – Minutes**

- Sasamat Volunteer Fire Department Board Meeting Minutes of July 13, 2016

(b) General Correspondence

- Letter dated August 11, 2016 from Metro Vancouver regarding Progress Toward Shaping our Future 2015 Annual Report
- Letter dated August 31, 2016 from Metro Vancouver regarding Caring for the Air, Metro Vancouver's 2016 Report on Air Quality and Climate Change

16. Public Question Period

Charles Christie, Sunnyside Road, asked a question regarding bear issues relative to solid waste collection.

Peter Ablett, Sunnyside Road, asked a question regarding Sunnyside Road road work.

Pam Blackman, East Road, asked a question regarding responsibility for the pathway next to the Pinnacle Ridge Development.

Lynn Burton, Sugar Mountain Way, asked a question regarding knowledge of longboarders on her newly paved road.

17. Adjournment

It was MOVED and SECONDED:

"TO CONCLUDE."

CARRIED UNANIMOUSLY

The meeting adjourned at 8:31 p.m.

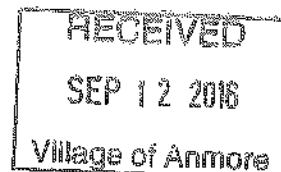
Certified Correct:

Approved by:

Christine Milloy
Manager of Corporate Services

John McEwen
Mayor

Mayor John McEwen and Council
Village of Anmore



Dear Mayor McEwen and Councillors,

You've probably noticed that the child care crisis in British Columbia is now a regular topic of conversation and regularly highlighted in the media; child care fees are unaffordable for most parents, there are not enough quality spaces for children, and educators working in the sector are earning poverty wages. Fortunately, there is a solution the **\$10aDay Child Care Plan** - a Community Plan for a Public System of Integrated Early Care and Learning which has unprecedented support across BC, in remote, rural, suburban and urban communities.

This 'made in BC' Plan offers a concrete strategy to meet the needs of children, women, families, and employers with quality \$10aDay child care, no-user fees for families who earn less than \$40,000 a year, more quality spaces including for children with special needs, and \$25 an hour average wages for Early Childhood Educators.

Supporters of the \$10aDay Plan now represent **2 million** British Columbians. **46 local governments, 30 school boards**, labour, medical health officers, businesses, politicians, academics, media, plus thousands of parents and grandparents all supporting the Plan. The long list of organizational support is enclosed.

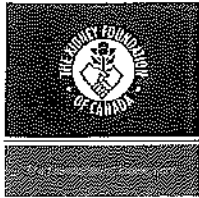
Importantly, the Plan advocates for Indigenous Peoples to have the resources to design and govern their own early care and learning services to meet the vital cultural and language needs of their communities as affirmed by the United Nations Declaration on the Rights of Indigenous Peoples.

Child care is necessary for parents, especially mothers, to participate in the work-force, to further education, and for their children to thrive. Because you're aware of how important quality child care services are for healthy children, women's equality, families, businesses, vibrant communities and the economy, and that educators deserve a living wage, we are writing to ask you to add your name to those endorsing the BC Plan.

We, Village of Anmore, endorse the \$10aDay Child Care Plan proposed by the Coalition of Child Care Advocates and Early Childhood Educators of BC. This Plan has the potential to make a real difference for BC children, women, families and employers. We urge the BC provincial government to commit to the Plan's vision and work with communities to immediately begin its implementation.

More information is available at www.10aDay.ca and we welcome an invitation to present to your Council. Please contact us if you have more questions and let us know at info@10aDay.ca if you do endorse the Plan.

Sharon Gregson
Coalition of Child Care Advocates of BC
2772 East Broadway, Vancouver, BC V5Y 1Y8



British Columbia & Yukon Branch

200 – 4940 Canada Way,

Burnaby BC V5G 4K6

T. 604.736.9775 / 1-800.567.8112

F. 604.736.9703

www.kidney.bc.ca

Are you a registered organ donor?

Please register your wishes today at:

www.kidney.bc.ca

September 6, 2016

Dear Mayor John McEwen:

There are almost 600 British Columbians on the official waiting list for a heart, liver, lung, pancreas or kidney transplant. The vast majority on the organ waiting list is made up of people waiting for a kidney transplant – 80%. These British Columbians are hoping for a life-saving transplant that can add more years to their life. However, far too many will die waiting.

95% of British Columbians say they support organ donation. Yet only 20% have registered their wishes. *At the UBCM later this September, we are putting forward the resolution: **Saving Lives through Organ Donation***

THEREFORE BE IT RESOLVED that UBCM call upon all Mayors and Council Members to accept the Kidney Foundation's challenge to Save Lives Through Organ Donation in their communities, and to work with the Foundation to increase the number of people registered as organ donors in their respective communities.

On behalf of all patients waiting for an organ transplant - and the 1 in 10 residents who have kidney disease in your community - I hope we can count on your vote to adopt this life saving resolution!

To learn more and support this initiative, please take a look at our [Community Heroes](#) page where we outline suggested steps (small and large) with tools to get started. The Kidney Foundation of Canada, BC & Yukon Branch has set an ambitious goal to cut the kidney transplant wait list in half by 2020. With your help, we can get there.

Thank you.

Pia Schindler
Executive Director
604-558-6875



VILLAGE OF ANMORE

BYLAW NO. 555-2016

A bylaw to fix the rates and terms under which water may be supplied to and used by inhabitants of the Municipality

WHEREAS the Council may, by bylaw, fix the rates and terms under which water may be supplied and used and may provide for the classification of users and prescribe different rates, terms and conditions for different users;

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

1. This bylaw may be cited as "Anmore Water Rates and Regulations Bylaw No. 555-2016".
2. That "Anmore Water Rates and Regulations Bylaw No. 161-1995", and amendments thereto, be repealed in its entirety.
3. In this bylaw, unless the context otherwise requires, the following words and terms shall have the meanings hereinafter ascribed to them:
 - (a) **Collector** means the Treasurer of the Village of Anmore duly appointed by the Council from time to time;
 - (b) **Consumer** means any person, company or strata corporation who is the owner, or agent of the owner of any premises to which water is supplied or made available from any of the works and shall include any person who is the occupier of such premises and any person who is a user of water supplied to any premises or by any service from the said works;
 - (c) **Council** means the Council of the Village of Anmore;
 - (d) **Duplex House** means any building used or designed to be used by two families;
 - (e) **Dwelling Unit** means one or more rooms constituting a self-contained unit of living accommodation and shall include manufactured homes and duplexes;
 - (f) **Engineer** means the Engineer who has been contracted by the Council from time to time;
 - (g) **Meter** means a water meter installed by or with the consent of the Municipality to a water connection for the purpose of measuring the quantity of water used or supplied to a dwelling unit or parcel of land;

- (h) **Metered Service** means a service having attached thereto a meter or other measuring device for determining the quantity of water used or supplied through such service;
 - (i) **Municipality** means the Village of Anmore
 - (j) **Municipal Hall** means the office of the Village of Anmore located at 2697 Sunnyside Road, Anmore, BC
 - (k) **Owner** has the same meaning as defined in the Schedule to the *Community Charter*, and in relation to common property under the *Strata Property Act* means the strata corporation.
 - (l) **Parcel of Land** means any lot or other area in which real property is held or into which real property is subdivided;
 - (m) **Rate and Rates** mean the price or sum of money to be paid by any Consumer, either for the quantity of water supplied, or for the service to the premises for a stated period of time;
 - (n) **Service** means:
 - (i) the pipe or pipes and appurtenances provided for the supply of water to a Consumer's property line or nearest road boundary line; and
 - (ii) the supply of water to the Consumer;
 - (o) **Service Connection** means the connecting pipe between any water main and the property line of the premises served and shall include the necessary corporation stop-cock and shut-off valve;
 - (p) **Service Connection (Temporary)** means the connecting pipe between any water main and the property line of premises which do not front upon the water main from which service is provided, and shall include the necessary corporation stop-cock, shut-off valve and meter;
 - (q) **Works** means the waterworks system of the Village of Anmore.
4. This bylaw shall have reference and apply to the waterworks system owned and operated by the Municipality.
5. It shall be lawful for the Council from time to time to fix the rates and terms under which water may be supplied and used by the inhabitants of the Municipality.
6. The Municipality through its system of Intakes, reservoirs and mains will endeavour to supply its Consumers located in the Municipality with an adequate supply of potable

water at all times.

7. All water service pipes, connections or facilities carrying water from a water main to the Consumer's property line or nearest road boundary line which is constructed (whether at the Consumer's expense or the Municipality's expense) in present or future public highways or within the Municipality rights-of-way or property, shall be the property of the Municipality.
8.
 - (a) No work of any kind connected with the water service, either for the laying of new, or repairing of old services shall be permitted to be done upon or under the streets or within the rights of way of the Municipality by any person other than an employee, agent, or contractor of the Municipality and no person shall make any connection with the waterworks system whatever without permission in writing from the Engineer or other employee of the Municipality authorized to grant such permission.
 - (b) No person shall in any manner interfere with the water service in any street or make any addition or alteration in or about or turn on or off any Municipal stop-cock or valve without permission in writing from the Engineer or his duly authorized agent.
 - (c) Except as provided by Section 8 hereof, no person, except an employee of the Municipality in the exercise of his duties, shall turn on, tamper with or in any manner interfere with any hydrant, stand-pipe, valve, meter or other fixture or any property of the works.
 - (d) No person shall destroy, or injure in any manner any hydrant, stand-pipe, valve, meter or other fixture or any property of the works.
9.
 - (a) No person, except an employee of the Municipality, in the course of his employment, shall without written authority of the Engineer or other employee of the Municipality, open any hydrant, stand-pipe or valve or use water there from. The Engineer shall reserve the right to stop such use at any time for any reason without liability for damages resulting there from in any manner whatsoever.
 - (b) Every person who wants access to a hydrant must first complete a Hydrant User Permit with the Municipality and deposit with the Municipality the appropriate fees as established the current Anmore Fees and Charges Bylaw.
 - (c) Every person who uses water from any hydrant, stand-pipe or valve pursuant to the provisions of this section, shall pay to the Municipality on demand the standard rates as determined by meter together with a handling charge as set out in the current Anmore Fees and Charges Bylaw.

10. The Municipality shall have the right at all times to shut off temporarily the water supply to any premises in order to make such repairs, renewals, alterations and extensions of the works as shall in the opinion of the Municipality be deemed necessary. Wherever possible, the Municipality will give reasonable advance notice.
11. All applications for the installation of water connections shall be made in the form prescribed at the Municipal Hall by the owner or his agent authorized in writing at least ten (10) days before service is required. Each applicant for service shall pay the connection fee prescribed by bylaw and the Municipality will provide a connection to the main within the boundaries of the road allowance, lane or easement where such main is laid.
12. No connection shall serve more than one parcel except that a strata title or manufactured home park shall be considered one parcel for the sake of this section.
13. The minimum size of pipe used to serve any one Consumer, and the service pipe installed by the Consumer, shall be of sufficient size to provide adequate service, but in no case shall be less than 25mm. The Consumer may select the size, but the Municipality shall give final approval. No service pipes or fittings shall be covered until same have been inspected and approved by the Municipality, and the Municipality shall not turn on the water thereto until such inspection and approval.
14. The Consumer shall assume all responsibility on his premises for water supplied by the Municipality. All persons using water shall keep their service pipes, stop-cock and their facilities in good order and repair, and shall protect from frost and other damage at their own risk and expense, and when any premises are vacated the stop-cock shall be turned off. The Municipality will be exempt from all liability from loss or damage caused by leakage; frost break or escape of water furnished by the works after the same has passed a street or road allowance.
15. Each new service shall be provided with a stop-cock and drain of a pattern to be approved by the Municipality, and it shall be placed in such a position on the premises supplied as directed by the Municipality. This stop-cock is for the use of the owner or occupant of the premises in case of defective pipes or facilities or in the event that the premises are vacated.
16. When service may be provided from either of two or more mains, the Engineer shall determine the main from which service shall be given.
17. (a) Every Service Connection (Temporary) provided in the Municipality shall be such size, type, length and capacity as may be prescribed by the Engineer who shall determine the location of the main to which the said service shall be connected; provided however, that the Engineer may refuse a temporary connection if such connection would have a detrimental effect on the water supply system. All such Service Connections (Temporary) shall be provided subject to the requirements of the Engineer.

- (b) Each applicant shall be responsible for the maintenance and upkeep of such pipe from the point of connection to the premises for which such connection is provided.
 - (c) No contractor, builder or other person shall use for building purposes of any kind or description any water from any pipe or main of the waterworks or from any other Consumer without the written permission of the Engineer nor until the amount fixed by the rates in force at that time has been paid and all provisions made for the proper protection of the supply pipe have been complied with.
- 18. The Municipality may discontinue service in any of the following circumstances:
 - (a) when application is made by any other person or persons for extension of a water main along the street or road allowance upon which the property served by any Service Connection (Temporary) fronts; or
 - (b) when the Municipality decides to proceed with the construction of a water main on the street, lane or road allowance upon which such property has frontage.
- 19. It shall be lawful for the Municipality to reduce the quantity of water supplied to, or to entirely discontinue the service to any Consumer who has violated any of the provisions of the bylaw, or when, in the opinion of Council, the public interest requires such action.
- 20. All underground pipes of any premises shall be placed not less than one metre below the surface of the ground and all other pipes exposed to frost shall be properly and sufficiently protected there from. It shall be the duty of every Consumer to provide that all taps, fittings and other things connected with the service within the premises are good and sufficient and installed and connected in accordance with the requirements of the current British Columbia Building Code and British Columbia Plumbing Code and all applicable Village of Anmore bylaws; and every premises shall be equipped with a properly placed stop and waste cock and a separate stop and waste cock shall be placed at the foot of every outdoor stand-pipe or other fixture. The Engineer or any other Officer or employee of the Municipality shall refuse to turn on the water to any premises and may discontinue service to any premises should the provisions not be complied with to the satisfaction of the Engineer. All persons shall maintain their service pipes, stop and when a building is vacated, the stop cock on the inside of the building shall be turned off by the person leaving the building or by the owner.
- 21. Every Consumer shall at the requests of the Engineer provide a pressure regulator and a pressure relief valve for each service connection to his premises.
- 22. Every person to whom water is supplied under this bylaw shall at all reasonable times allow, suffer and permit the Engineer or any person authorized by him for such purpose (either generally or in any particular instance) to enter into and upon the premises in

respect of which water is supplied, for the purpose of inspecting the same and the water pipes, connections, fixtures, taps, meters and any other apparatus used in connection with such water supply.

23. (a) In cases of fixtures or pipes containing leaks or imperfections, the Municipality shall inform the Consumer and the Consumer shall repair according to notice within five (5) working days. If the Consumer fails to repair within five (5) working days or if the Municipality deems the condition of the pipes or fixtures such as to be capable of causing serious waste of water or property damage, the Municipality may then, at the Consumer's expense, and without recourse by the Consumer to the Municipality, discontinue service to the Consumer without notice.
- (b) In the event of the Municipality discontinuing service as described in subsection (a) above, the Municipality shall not resume service until repairs have been effected and the charges of the Municipality for discontinuing and resuming service have been fully paid.
24. If, at any time, the Engineer shall deem it to be in the public interest, he may direct that any or all services may be reduced or discontinued until it shall be considered advisable to restore the same. In particular, the Engineer may order that restrictions shall be placed on the use of water for garden irrigation or sprinkling or that garden irrigation or sprinkling shall be banned; and following public notification; any person violating such order or direction shall be guilty of an infraction of this bylaw.
25. The Municipality shall not be liable for the failure of the water supply in consequence of any accident or damage to the Works, or to excessive pressure or lack of pressure, or any temporary stoppage thereof on account of alterations or repairs, whether such failure arises from the negligence of any person in the employ of the Municipality or other person whomsoever, or through the natural deterioration or obsolescence of the Municipality's system, or otherwise.
26. Where steam or hot water boilers or other equipment is fed with water by pressure direct from the Municipal water mains, the Municipality shall not be liable for any injury or damage which may result from such pressure or from lack of such pressure.
27. Where any connection or cross connection exists between the Municipality's water supply system and any other water supply system, or source of water supply, there shall be installed and maintained an efficient back flow preventer of such design, workmanship and material as shall be approved by the Engineer in accordance with the provisions of the Health Act.
28. The Municipality reserves the right to refuse to supply service to any property if the facilities of the applicant are not properly constructed or protected.

WATER METERS

29. The Municipality may, upon request by the property owner, install a meter to any dwelling unit and thereafter the Consumer shall pay for the Service in accordance with the meter rates established by the Anmore Fees and Charges Bylaw. Meters are to be installed at the property line of the dwelling unit and shall be fully accessible by employees of the Municipality at all times. Meter location and make and model shall be determined by the Municipality. All meters are and shall remain the sole property of the Municipality. The Consumer shall pay the cost of the meter and installation of a meter in accordance with the fees set out in the Anmore Fees and Charges Bylaw.
30. If any meter ceases to indicate correctly the quantity of water which is provided to a dwelling unit due to the act, neglect, or carelessness of the Consumer, the Municipality shall charge the Consumer for the Service according to the average consumption for the six (6) months immediately preceding the date upon which the meter was last found to be in working order by the Municipality.
31. Where employees of the Municipality are unable to verify the existence of a water meter due to the act, neglect, or carelessness of the Consumer, and where the dwelling is connected to the Municipal water system, the average consumption for the six (6) months immediately preceding the billing date for all water accounts will be billed to the property owner. Following successful reading of the meter after the billing date, if the consumption is shown to be higher than the average for all water accounts, the property owner will be invoiced for the difference. Refunds will not be provided if the actual consumption is shown to be less than the average for all water accounts.
31. The Municipality shall maintain, repair and replace all meters as it determines necessary due to normal wear and tear. Where the Municipality determines that the maintenance, replacement or repair of a meter is required due to the act, neglect, or carelessness of the Consumer, all maintenance, repair or replacement costs of the Municipality shall be charged to the Consumer, and the Consumer shall pay those charges to the Municipality.
32. Where a Consumer believes that charges levied for the service are in excess of the charges authorized by this bylaw, the Consumer may request that the Municipality re-read the meter and inspect the service. Upon receipt of a written request by a Consumer, the Municipality shall re-read the meter, inspect the service and advise the Consumer of its determination. Secondary requests to re-read a meter will be charged in accordance with the Anmore Fees and Charges Bylaw.
33. Further to section 32, where a Consumer requests that the Municipality test a meter, the Consumer shall deliver a \$400.00 deposit with the Municipality, and the appointed agent shall conduct a test on the meter. Where the test shows an error in registering the quantity of water passing through the meter of over 5% and in favour of the Municipality, the Municipality shall refund the \$400.00 deposit to the Consumer, repair the meter and adjust the account for service accordingly. Where the test shows an

accurate measurement of water or an error in favour of the Consumer, the \$400.00 deposit shall be retained by the Municipality to cover, in part, the costs of conducting the test.

33. (a) The Consumer shall pay a fee for a service connection in accordance with Schedule "A" to this bylaw.
- (b) The Consumer shall pay for a metered service in accordance with the rates set out in Schedule "B" to this bylaw.
34. No person shall in anyway access or take water in such a manner as to avoid or alter the use of a meter.
35. Any charges authorized by this bylaw shall form a charge or lien on the parcel of land or real property on or for which the charge is imposed and shall be collected in the same manner and with the like remedies as ordinary taxes on land and improvements as provided in the *Municipal Act*.
36. A charge specified in Section 35 that is due and payable by December 31 of any year and remains unpaid on that date shall be deemed to be taxes in arrears and shall be so entered on the tax roll by the Collector.

GENERAL

37. Bills will be issued semi-annually. All bills are due and payable within thirty (30) days from the date shown thereon. Payments of bills may be made by a Consumer or a Consumer's duly authorized representative. Regardless of the name in which the Consumer's account is maintained, the registered owner of the real property serviced by the works will be held responsible for the final payment of all accounts in arrears, and the Municipality may at its discretion, refuse to provide service to a future Consumer until such arrears have been paid in full.
38. All accounts for water service and meter rates shall be due and payable at the office of the Collector at the Municipal Hall.
39. The Municipality shall furnish to any Consumer or ratepayer on request one copy of a statement showing the rates and fees for the time being in force for each type of service.
40. The Consumer shall be required to give at least ten (10) working days notice in writing, at the Municipal Hall, when requesting discontinuance of service, and shall be liable for payment of all water consumed until such notice has been received and/or the service discontinued.
41. It shall be lawful for the Municipality to supply water to the inhabitants of the Municipality who can be served from the Municipality's water mains and the provisions₂₀

of this bylaw shall extend to and be binding upon all persons so served.

42. Nothing in this bylaw shall obligate the Municipality to supply water to any person when the cost of laying supply mains or service connections to the premises of such would, in the opinion of the Engineer be excessive and create an additional burden upon the revenues of the system, unless such person shall be prepared to pay to the Municipality the cost of laying the supply mains or service connections to his premises and the trunk mains to which such supply mains or service connections are to be connected are of sufficient capacity to provide the additional water required for such service.
43. In July 1999, the Fire Underwriters Survey reclassified the Municipality's Fire Insurance Grading for single family homes within the distance of 300 meters (1000 feet) of a fire hydrant supplied from the water distribution system as being fully protected. Distance is defined as how the fire department lays the firehose. It will be the responsibility of the property owner to determine if they meet the fully protected status for fire insurance purposes.
44. Every person who violates any of the provisions of this bylaw or who suffers or permits any act or thing to be done in contravention of any of the provisions of this bylaw, or who neglects to do or refrains from doing anything required to be done by any of the provisions of this bylaw, or who does any act, or who violates any of the provisions of this bylaw, shall be deemed to be guilty of an infraction thereof and shall be liable upon summary conviction to a fine or to imprisonment or to both such fine and imprisonment not exceeding the maximum allowed by the "Offence Act", Revised Statutes of British Columbia.

READ a first time the 13th day of September, 2016

READ a second time the 13th day of September, 2016

READ a third time the 13th day of September, 2016

RECONSIDERED, FINALLY PASSED AND ADOPTED this day of , 2016

MAYOR

MANAGER OF CORPORATE SERVICES

Certified as a true and correct copy of "Anmore Water Rates and Regulations Bylaw No. 555-2016".

DATE

MANAGER OF CORPORATE SERVICES

SCHEDULE "A"

BYLAW NO. 555-2016

WATER CONNECTION FEES

SIZE	FEE	DEPOSIT
25mm (1") diameter or smaller - same side of street as watermain.	Actual Cost	As per Estimate
25mm (1") diameter or smaller across the street from watermain	Actual Cost	As per Estimate
All other larger sized connections	Actual Cost	As per Estimate

SCHEDULE "B"

BYLAW NO. 555-216

WATER USER FEES

1. RESIDENTIAL RATE

The Residential Rate, including manufactured homes, is \$2.42 per cubic meter of water.

2. BUSINESS AND OTHER NONRESIDENTIAL RATE

For each business or other non-residential user including Schools, the rate shall be \$2.42 per cubic meter of water.

The water meters will be read on or around the 31st day of March and on or around the 30th day of September each year. Invoices will be prepared in April and October and payment will be due and payable 30 days from date of invoice. Where any portion of the charge as set out above remains unpaid 30 days from date of invoice for the period in which it is levied, an amount equal to 10% of such portion of the charge owing shall be added to the said charge and from that date the additional amount shall be part of the charge.

3. HYDRANT USE

Developers and contractors requesting the use of the Municipality's hydrants are required to provide notice not less than three (3) working days prior to required access date and may be charged \$2.47 per cubic meter of water.

Invoice(s) will be prepared within 30 days of use of the hydrant and payment will be due and payable 30 days from date of invoice.

SCHEDULE "C"

BYLAW NO. 555-2016

HYDRANT USE PERMIT

NAME: _____

ADDRESS: _____

PHONE NO.: _____

HYDRANT LOCATED AT: _____

FROM (DATE & TIME): _____ TO (DATE & TIME): _____

The hydrant is to be used only from the purpose of providing water for:

Permission is granted subject to the following conditions:

1. Notice of no less than three (3) working days is provided.
2. Prior to use of the Hydrant, the applicant may have to deposit with the Municipality in the form of cash or cheque:
(a) \$500.00 as a Security Bond for possible Hydrant repairs;
(b) \$50.00 Inspection Fee (includes Hydrant Turn On & Off)
3. A 2 ½ inch shut-off valve complete with a double check valve, supplied by the applicant, shall be affixed to the Hydrant to control the rate of flow. The Hydrant shall not be used without these valves;
4. Use of the Pumper Port is not permitted;
5. An employee of the Municipality or a person acting as a municipal agent must operate the Hydrant Stem Valve to turn the Hydrant on and off.

6. Immediately after completion of the applicant's use of the Hydrant, or as soon thereafter as possible, a Public Works employee may have to operate all Hydrant Valves to confirm the Hydrant operation and flow. The cost of this Inspection shall be borne by the applicant.

I hereby agree to the Terms and Conditions of this Permit.

Signature of Applicant

Date

Approved for use:

Signature of Village Official

Date



VILLAGE OF ANMORE REPORT TO COUNCIL

Date: September 13, 2016
Submitted by: Christine Milloy, Manager of Corporate Services
Subject: Officer Designation and Delegation of Authority Bylaw No. 556-2016

Purpose / Introduction

Council is requested to consider a new bylaw that outlines the designation of municipal officers and delegation of authority.

Recommended Resolutions

THAT Anmore Officer Designation and Delegation of Authority Bylaw No. 556-2016 be read a first, second and third time.

OR

THAT the report dated September 13, 2016 from the Manager of Corporate Services be received;

AND THAT Anmore Officer Designation and Delegation of Authority Bylaw No. 556-2016 be read a first, second and third time with amendments.

Background

The *Community Charter* indicates that Council is empowered by the following:

- that Council must, by bylaw, establish officer positions for the Village;
- that Council may, by bylaw, establish a chief administrative officer position for the Village; and
- that Council is authorized, by bylaw, to delegate its powers, duties and functions, including those specifically established by an enactment.

Report/Recommendation to Council

Officer Designation and Delegation of Authority Bylaw No. 556-2016

September 13, 2016

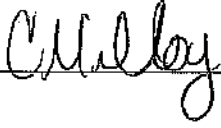

Discussion

The previous version of the bylaw was adopted in February 2006, cited as Anmore Officer & Delegation Bylaw No. 398-2005.

Due to staffing changes, specifically the cessation of the Manager of Public Works position (2016) and the hiring of a Bylaw Enforcement Officer (2015) and Manager of Development Services (2016), it would be appropriate for Council to enact a new bylaw to keep the information current regarding its designation of Officers and delegation of authority.

Attachments:

1. Anmore Officer & Delegation Bylaw No. 398-2005
2. *Community Charter* section 146
3. *Community Charter* section 147
4. *Community Charter* section 148
5. *Community Charter* section 149
6. *Community Charter* section 154
7. *Local Government Act* section 940(2)(b)

Prepared by:	
 Christine Milloy Manager of Corporate Services	
Reviewed for Form and Content / Approved for Submission to Council:	
<i>Chief Administrative Officer's Comment/Concurrence</i>	
 Chief Administrative Officer	

VILLAGE OF ANMORE

BYLAW NO. 556-2016

A bylaw to provide for the designation of officers and the delegation of authority

WHEREAS section 146 of the *Community Charter* requires that Council must, by bylaw, establish officer positions having responsibility under sections 148 and 149 of the *Community Charter*;

AND WHEREAS section 147 of the *Community Charter* authorizes Council, by bylaw, to establish a chief administrative officer position having responsibility under section 147 of the *Community Charter*;

AND WHEREAS section 154 of the *Community Charter* authorizes Council, by bylaw, to delegate its powers, duties and functions, including those specifically established by an enactment;

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

CITATION

1. That this bylaw may be cited for all purposes as "Anmore Officer Designation and Delegation of Authority Bylaw No. 556-2016".

DEFINITIONS

2. In this bylaw,

Chief Administrative Officer means the person appointed by Council to the position of Chief Administrative Officer of the Village;

Council means the elected council of the Village of Anmore.

Corporate Officer, also known as **Manager of Corporate Services**, **Village Clerk** or **Municipal Clerk**, means the person hired by the Village for the position of Corporate Officer of the Village;

Financial Officer means the person hired by the Village for the position of Financial Officer of the Village;

Village means the Village of Anmore, a municipality incorporated under the *Local Government Act* and the *Community Charter*.

ESTABLISHMENT OF OFFICER POSITIONS

3. The following positions are designated as officer positions for the Village;
- (i) Chief Administrative Officer
 - (ii) Corporate Officer
 - (iii) Financial Officer
 - (iv) Manager of Development Services
 - (v) Bylaw Enforcement Officer
- 3.1 The Chief Administrative Officer is a legislated officer of the Village and is assigned the responsibility of chief administration pursuant to section 147 of the *Community Charter*. The Chief Administrative Officer is authorized to designate one or more deputies to act in his or her absence.
- 3.2 The Manager of Corporate Services is a legislated officer of the Village and is assigned the responsibility of corporate administration pursuant to section 148 of the *Community Charter*.
- 3.3 The Financial Officer is a legislated officer of the Village and is assigned the responsibility of financial administration pursuant to section 149 of the *Community Charter*.
- 3.4 The Manager of Development Services is an officer of the Village and is assigned the responsibility of planning and development administration pursuant to the associated job description.
- 3.5 The Bylaw Enforcement Officer is an officer of the Village and may exercise the following powers on behalf of the Village:
- (a) Enforcement of the Village's regulatory bylaws and related policies;
 - (b) Entry onto or into private premises to verify compliance with the Village's regulations, prohibitions or requirements pursuant to section 16 of the *Community Charter*;
 - (c) The service of summons pursuant to section 28 of the *Offence Act*; and
 - (d) For certainty, the issuance of Municipal Ticket Information as provided by Anmore Municipal Ticket Information Bylaw No. 217-1998, and any amendments thereto.

APPOINTMENT TO TWO OR MORE POSITIONS

4. Nothing in this bylaw shall prevent the appointment of the same person to two or more offices or positions.

SIGNING AUTHORITY

5. Except for provisions in this bylaw, any contract, agreement, debenture, plan or other document or instrument to be executed or approved by the Village shall be executed by the Mayor and Corporate Officer.

SERVICING AGREEMENTS

6. The Chief Administrative Officer is authorized, on behalf of the Village, to enter into works and services agreements pursuant to section 940(2)(b) of the *Local Government Act* in accordance with applicable Village bylaws regulating and requiring the provision of works and services in respect of the subdivision and development of land.

DELEGATION TO PERSONS HOLDING AN OFFICER POSITION

7. Where this bylaw delegates a power, duty or function to a named position, the delegation of the power, duty or function is to the person who from time to time holds the position and to any person who from time to time is the deputy of that person so appointed by Council.

NO DELEGATION BY A DELEGATE

8. For clarity, a person to whom a power, duty or function has been delegated under this bylaw has no authority to further delegate to another person any power, duty, or function that has been delegated by this bylaw.

SCOPE OF BYLAW

9. For clarity, subject to the *Local Government Act*, unless a power, duty or function of Council has been expressly delegated by this bylaw or another Village bylaw, all of the powers and duties and functions of Council remain with Council.

REPEALMENT

10. That "Anmore Officer & Delegation Bylaw No. 398-2005" is hereby repealed.

READ a first time the _____ day of _____

READ a second time the _____ day of _____

READ a third time the _____ day of _____

RECONSIDERED, FINALLY PASSED AND ADOPTED the _____ day of _____

MAYOR

MANAGER OF CORPORATE SERVICES

Certified as a true and correct copy of "Anmore Officer Designation and Delegation of Authority Bylaw No. 556-2016".

DATE

MANAGER OF CORPORATE SERVICES

VILLAGE OF ANMORE

BYLAW NO. 398-2005

A bylaw to establish officer and management positions for the Village of Anmore and assign powers to officers and management

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

1. This bylaw may be cited as "Anmore Officer & Delegation Bylaw No. 398-2005"

DEFINITIONS

2. In this bylaw

"Act" means the *Local Government Act*;

"Community Charter" means the *Community Charter*;

"Village" means the Village of Anmore, a municipality incorporated under the "*Local Government Act*" and the "*Community Charter*"; and

"Council" means the elected council of the Village of Anmore.

OFFICERS

3. The following positions are designated as officer positions for the Village;

Chief Administrative Officer

Manager of Corporate Services

Manager of Financial Services

Manager of Public Works

4. The Chief Administrative Officer is assigned the chief administrative responsibility under Section 147 of the *Community Charter*.
5. The Manager of Corporate Services is assigned the responsibility of corporate administration under Section 148 of the *Community Charter*.
6. The Manager of Financial Services is assigned the responsibility of financial administration under Section 149 of the *Community Charter*.

FILE COPY

SERVICING AGREEMENTS

7. Council hereby delegates to the Chief Administrative Officer authority, on behalf of the Village, to enter into works and services agreements pursuant to Section 940(2)(b) of the Act in accordance with applicable Village bylaws regulating and requiring the provision of works and services in respect of the subdivision and development of land.

SCOPE OF BYLAW

8. For clarity, subject to the Act, unless a power, duty or function of Council has been expressly delegated by this bylaw or another Village bylaw, all of the powers and duties and functions of Council remain with Council.

DELEGATION TO PERSONS HOLDING POSITION

9. Where this bylaw delegates a power, duty or function to a named position, the delegation of the power, duty or function is to the person who from time to time holds the position and to any person who from time to time is the deputy of that person so appointed by Council.

NO DELEGATION BY A DELEGATE

10. For clarity, a person to whom a power, duty or function has been delegated under this bylaw has no authority to further delegate to another person any power, duty, or function that has been delegated by this bylaw.

REPEAL

11. That "Anmore Officers Bylaw No. 122-1994" and "Anmore Officers Amendment Bylaw No. 138-1994" are hereby repealed.

READ a first time this	13th	day of	February	, 2006
READ a second time this	13th	day of	February	, 2006
READ a third time this	13th	day of	February	, 2006

Bylaw No. 398-2005

Page 3

RECONSIDERED, FINALLY PASSED AND ADOPTED this 28th day of
February, 2006

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Tim / em. big
MAYOR

Karen Ann Cobb
MANAGER OF CORPORATE SERVICES

Certified a true and correct copy of "Amore Officer & Delegation Bylaw No. 398-2005"

May 11th, 2006

DATE

Karen Ann Cobb
MANAGER OF CORPORATE SERVICES

I, Lynda Floyd, hereby certify this to be a true and
correct copy of "Amore Officer & Delegation Bylaw
No. 398-2005"

Dated at Belcarra, British Columbia this 7th
Day of January 2015.

LYNDA FLOYD
Administrator - Belcarra
4084 Bedwell Bay Road
Belcarra, BC V3H 4P8

Lynda Floyd
Commissioner for taking
Affidavits in the
Province of BC

Community Charter [excerpt]

Division 5 — Officers and Employees

Officer positions

146 A council

- (a) must, by bylaw, establish officer positions in relation to the powers, duties and functions under sections 148 [*corporate officer*] and 149 [*financial officer*],
- (b) may, by bylaw, establish other officer positions, and
- (c) may assign powers, duties and functions to its officer positions.

Chief administrative officer

147 A bylaw under section 146 may establish the position of chief administrative officer of the municipality, whose powers, duties and functions include the following:

- (a) overall management of the operations of the municipality;
- (b) ensuring that the policies, programs and other directions of the council are implemented;
- (c) advising and informing the council on the operation and affairs of the municipality.

Corporate officer

148 One of the municipal officer positions must be assigned the responsibility of corporate administration, which includes the following powers, duties and functions:

- (a) ensuring that accurate minutes of the meetings of the council and council committees are prepared and that the minutes, bylaws and other records of the business of the council and council committees are maintained and kept safe;
- (b) ensuring that access is provided to records of the council and council committees, as required by law or authorized by the council;
- (c) administering oaths and taking affirmations, affidavits and declarations required to be taken under this Act or any other Act relating to municipalities;
- (d) certifying copies of bylaws and other documents, as required or requested;
- (e) accepting, on behalf of the council or municipality, notices and documents that are required or permitted to be given to, served on, filed with or otherwise provided to the council or municipality;
- (f) keeping the corporate seal, if any, and having it affixed to documents as required.

Financial officer

149 One of the municipal officer positions must be assigned the responsibility of financial administration, which includes the following powers, duties and functions:

- (a) receiving all money paid to the municipality;
- (b) ensuring the keeping of all funds and securities of the municipality;
- (c) investing municipal funds, until required, in authorized investments;
- (d) expending municipal money in the manner authorized by the council;
- (e) ensuring that accurate records and full accounts of the financial affairs of the municipality are prepared, maintained and kept safe;
- (f) exercising control and supervision over all other financial affairs of the municipality.

Community Charter [excerpt]

Delegation of council authority

154 (1) A council may, by bylaw, delegate its powers, duties and functions, including those specifically established by an enactment, to the extent provided, to

- (a) a council member or council committee,
- (b) an officer or employee of the municipality, or
- (c) another body established by the council.

(2) As exceptions, a council may not delegate the following:

- (a) the making of a bylaw;
- (b) a power or duty exercisable only by bylaw;
- (c) a power or duty established by this or any other Act that the council give its approval or consent to, recommendations on, or acceptance of an action, decision or other matter;
- (d) a power or duty established by an enactment that the council hear an appeal or reconsider an action, decision or other matter;
- (e) a power or duty to terminate the appointment of an officer;
- (f) the power to impose a remedial action requirement under Division 12 [*Remedial Action Requirements*] of Part 3.

(3) Despite subsection (1), a council may only delegate a power or duty to appoint or suspend an officer to its chief administrative officer.

(4) A council may not delegate under subsection (1) to a corporation.

(5) In exercising its powers under subsection (1), a council may establish any terms and conditions it considers appropriate.

Local Government Act [excerpt]

Completion of works and services

940. (1) All works and services required to be constructed and installed at the expense of the owner of the land being subdivided or developed must be constructed and installed to the standards established in the bylaw under section 938 before the approving officer approves of the subdivision or the building inspector issues the building permit.

(2) As an exception, the approval may be given or the permit issued if the owner of the land

(a) deposits, with the municipality or regional district, security

(i) in the form and amount established in the bylaw, or

(ii) if no amount and form is established in the bylaw, in a form and amount satisfactory to the approving officer or building inspector having regard to the cost of installing and paying for all works and services required under the bylaw, and

(b) enters into an agreement with the municipality or regional district to construct and install the required works and services by a specified date or forfeit to the municipality or regional district the amount secured under paragraph (a).

(3) As an exception, security may not be provided under subsection (2) to a regional district in relation to the construction of a highway unless a designated highways official, as defined in the *Land Title Act*, approves the provision of security for that purpose.



ADMINISTRATIVE POLICY

Policy	Contractor Coordination Program	Policy No.	51
Effective Date	September 30, 2016	Approved by	CAO
Date Amended	n/a	Resolution No.	n/a
Date Established	n/a		

PURPOSE

The Contractor Coordination Program is designed to ensure that Village of Anmore (Village) employees and contractors who are working at Village sites are not placed at risk because of a lack of knowledge of workplace hazards, or a lack of coordination of workplace safety.

SCOPE

The program establishes a process whereby Contractors who are performing work on behalf of the Village are informed of all known pre-existing hazards. The Contractor Coordination Program applies to every project where the Village has hired contractors.

In order to provide a responsible level of due diligence and hazard awareness, it is important that the Village:

- Identify all known pre-existing workplace hazards prior to the commencement of the work;
- Review the *Pre-Contract Hazard Assessment* (Appendix D) with those providing the service;
- Ensure a Contractor has WCB coverage and is in good standing;
- Ensure a Contractor has appropriate insurance coverage and that the Village is added as an additional insured;
- Provide a Contractor Resource Guide to those providing the service.

DEFINITIONS

Construction Project means any erection, alteration, repair, dismantling, demolition, structural or routine maintenance, painting, land clearing, earth moving, grading, excavating, trenching, digging, boring, drilling, blasting, concreting, the installation of any machinery or any other work deemed to be construction by the board. (WCB OHS Regulation 20.1)

Contractor(s) may include a contractor, subcontractor, utility company, government agency or a service company providing workers and/or services/equipment within the workplace.

Contract Administrator is the Village employee or consultant authorized to tender a contract or hire a contractor (prime) directly.

Contractor Resource Guide is a package provided to a Contractor containing helpful information regarding Occupational Health and Safety. The resource guide may include but will not be limited to the following: Workers Compensation Board (WCB) guides specific to the project, blank traffic control plans and a health and safety checklist.

Multiple Employer Workplace(s) are created when workers of two or more employers are working at the same time and location.

Notice of Project is given by the Prime Contractor, or owner, to the WCB as defined in and required in WCB Regulation Section 20.2 (2) and (3).

Pre-Contract Hazard Assessment Form is a form completed by the Contract Administrator outlining the work to be performed and all known pre-existing hazards. Contractors will indicate action required to eliminate or control all known hazards.

Prime Contractor is, in relation to a multiple-employer workplace, the Contractor, or other person who enters into a written agreement with the Village of Anmore to be the Prime Contractor.

Workplace Safety Coordinator applies where a Prime Contractor has been designated. On a construction workplace, means the person appointed by a Prime Contractor to coordinate occupational health and safety activities within the workplace.

Qualified Person applies to every contractor hired by the Prime Contractor. On a construction workplace, it means a person designated by a contractor (other than the Prime Contractor) to be responsible for that employer's health and safety activities and responsibilities.

Single Employer Workplace is a defined area in which there are workers of only one employer.

Workplace means any place where a worker is or is likely to be engaged in any work and includes any vessel, vehicle or mobile equipment used by a worker in any work.

RESPONSIBILITIES

Contract Administrator:

- a) For a multiple-employer worksite, designate in writing, a Contractor as the Prime Contractor -

Note: If a Prime Contractor is not designated on a multiple-employer worksite the Village will be identified as the Prime Contractor.

- b) Conduct a hazard assessment prior to awarding a contract
- c) Determine if a Notice of Project is necessary (WCB Regulation 20.2) (Appendix E)
- d) Inform the Contractor of all known pre-existing hazards
- e) Provide the Contractor at the workplace any available information that is necessary to identify, eliminate or control hazards at the workplace
- f) Obtain a WCB Clearance Letter ensuring the Contractor is registered and has the appropriate coverage for the work being performed

Note: For long-term contracts, updated WCB compliance forms must be provided quarterly to ensure good standing with the WCB.

- g) Ensure all Contractors complete and provide a Contractor Compliance Form with required documentation prior to starting any work
- h) Provide a Contractor with a Contractor Resource Guide

Contractor

- a) Obtain information on any known pre-existing workplace hazards and inform workers including sub-trades at the workplace of those hazards
- b) On a construction workplace the Prime Contractor will identify a qualified Workplace Safety Coordinator while all sub-trades designate a Qualified Person to be responsible for their health and safety activities. The Contractor must give the name of the Qualified Person to the Prime Contractor
- c) Ensure all work is performed without unnecessary risk and in compliance with the WCB Act and Regulations
- d) Inspect worksites in accordance with WCB requirements
- e) Complete a Contractor Compliance Form and ensure all necessary documentation is included prior to starting work

PROGRAM DETAILS

The Contractor Coordination Program establishes a process whereby contractors who are performing work at a Village workplace or other project site are informed of pre-existing hazards at the project site so that they may perform their work safely. The program also ensures that the workplace hazards are made available as part of the contract tendering and bidding process. A Contractor Situation Identification Chart (Appendix B) and a Contractor Coordination Flowchart (Appendix F) has been provided to outline typical contracts and processes regarding health and safety.

Due Diligence and Hazard Awareness

In order to provide a responsible level of due diligence and hazard awareness, it is important that the Village:

- Identify all pre-existing workplace hazards on the Pre-Contract Hazard Assessment Form prior hiring a Contractor and starting any work.
- Ensure the completed Pre-Contract Hazard Assessment Form is available for reference.
- Review bids to ensure that hazards have been addressed.
- Confirm the Prime Contractor and contact information in writing on the Contractor Compliance Form (Appendix C).
- Provide a Contractor Resource Guide to the Contractor, if necessary.
- Include Occupational Health and Safety clauses in all contracts with the Village.

WCB Coverage

WCB Clearance Letters indicating an active and good standing account must be obtained for all Contractors performing work on behalf of the Village. If a WCB Clearance Letter cannot be provided, the Village may be held liable for any delinquent accounts or claims incurred. For ongoing/continuous contracts, WCB Clearance Letters must be updated on a quarterly basis (every 4 months).

Note: If a Contractor indicates the WCB will not provide coverage, a letter from the WCB indicating ineligibility must be provided to the Village Contract Administrator. If a Contractor is used who is not covered with the WCB then the Village may be liable for any contractor's workplace injuries.

Pre-Contract Hazard Assessment Form

Contractors must be informed of all known pre-existing workplace hazards that may affect their workers.

A Pre-Contract Hazard Assessment Form must be completed prior to putting a contract out to tender or hiring a Contractor. The assessment is performed by the Contract Administrator. The hazard assessment form must be made available to prospected contractors.

The Hazard Assessment must identify any known hazardous substances and pre-existing hazards present at the project site, including but not limited to the following:

- Asbestos
- Carbon Monoxide
- Flammable
- Chlorine
- Methane
- Material
- Hydrogen Sulfide
- Electrical Hazards
- Working At Heights
- Lead
- Confined Space
- Traffic
- Ammonia
- Lockout
- Other

The Pre-Contract Hazard Assessment must be made available at the tendering process so Contractors are informed and can include any extra costs in the bid. The Contract Administrator will also discuss those hazards with the Contractor in a pre-start meeting and review the proposed action to eliminate or control potential hazards. The Contractors must identify any work hazards such as fall hazards, trench excavation, etc. The Contractor is responsible to ensure documents and procedures required by the WCB Occupational Health and Safety Act and Regulations for the project are maintained and made available for WCB Officers and Village representatives.

Documentation requirements include safe job procedures, training documentation, risk assessments, etc.

Contractor Confirmation of Responsibilities

The Contractor Compliance Form is required by the Village to ensure that those firms who are awarded a contract are aware of their health and safety responsibilities. The Village Contract Administrator must ensure the form is reviewed and signed by a representative of the firm at the pre-start meeting.

The Contractor is responsible for coordinating the occupational health and safety activities at the workplace and for ensuring compliance with the WCB Occupational Health and Safety Act and Regulations for the duration of the project.

Contractor Resource Guide

The Contractor Resource Guide should be made available to all potential contractors. It is intended to be used only as a resource guide. The Contractor is responsible for ensuring compliance with all health and safety requirements prescribed in the WCB Occupational Health and Safety Act and Regulations. The Contractor Resource Guide may include but will not be limited to the following:

- A blank sample Traffic Control Plan
- A Contractor Health and Safety Checklist (Appendix A)

MONITORING/AUTHORITY

The Chief Administrative Officer has authority in relation to the program set out within this policy. Each employee of the Village has the responsibility to ensure compliance with this policy if a contractor is conducting work on Village owned land.



Village of Anmore

CONTRACTOR HEALTH & SAFETY CHECKLIST AND PROGRAM GUIDE

This health and safety checklist is to be used only as a guide. The contractor is solely responsible for ensuring that the requirements set out in the Occupational Health and Safety Act and Regulations are complied with and that the health and safety of the workers at the worksite are protected.

Do you have copies of the British Columbia Occupational Health and Safety Regulations posted at the workplace?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Is all written documentation (e.g. procedure manuals, traffic protection plans, policies, notes, records, inspections, meeting minutes, etc) on all health and safety issues available for review at your workplace, including documentation for any sub-contractors?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Have you identified all possible hazards in the workplace and have you taken measures to control or eliminate the hazards?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Are your employees trained and competent to perform the duties that they are assigned to?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Do all new workers receive an orientation to the workplace and hazard awareness training?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Are tailgate/safety talks held on a regular basis?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Are workplace inspections performed on a regular basis and documented as outlined in the Occupational Health and Safety Act and Regulations?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Are employees supplied with the correct personal protective equipment needed to perform their job in a safe manner?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Do you have proper first aid coverage and supplies?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Do you have a health and safety representative present in the workplace?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Are health and safety issues reviewed at workplace meetings?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Do you contact utility companies for safety matters when required?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Do you report all critical injuries to the Workers' Compensation Board?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Do you record all incidents/accidents and perform investigations?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Has a Notice of Project been submitted to the Workers' Compensation Board, if required?	<input type="checkbox"/> YES <input type="checkbox"/> NO

For more information regarding your health and safety program please contact the WCB (276-3100)
www.worksafebc.com



Village of Anmore

CONTRACTOR SITUATION IDENTIFICATION CHART

Contract Situation		Example	Contract Administrator Responsibilities
Consultants (low risk work – no hazards) Sole proprietor – no employees		Computer Programmer	Ensure work does not elevate the level of risk and all hazards are identified and communicated to the consultant. Ensure all necessary insurance is available and current.
Day Labour Results when there is no opportunity for a loss in a contract and those contracted have no employees working for them.		A Contractor has been hired to paint an office for a certain amount of money per hour and the Village will supply the materials	Contracted labour employees are viewed by the WCB as though they are Village employees and Contract Administrators are responsible for the health and safety of those hired. Supervision of contracted day labour increases the liability to the Village. The Contract Administrator must ensure those hired are provided with the necessary orientation and training to perform their job safely.
Outside Contractors Employees of a company who are not contracted by the Village but are working in close proximity to Village employees and their workplace		BC Gas dig up close to a broken water main repair	Supervisors of Village employees working in close proximity to another employer must ensure that coordination between the two parties is maintained. All hazardous situations must be brought to the attention of the company working in close proximity.
Sole Contractor Contractor is hired to perform work on a Village workplace. No sub-contractors.		Landscaping company is hired to perform maintenance and will not be sub-contracting any of the work	The Contract Administrator must ensure in writing that the Contractor will not be sub-contracting out any of the work. If a Contractor will be sub-contracting out work then they must be listed as the Prime Contractor. Follow the Contractor Coordination Program for specific documentation requirements. A WCB clearance letter is required.

APPENDIX B

Multiple employer workplace with a Prime Contractor (construction project)	A Prime Contractor hired to build a sports arena	The Contract Administrator must ensure a Prime Contractor has been designated in writing and that the Prime Contractor has identified a Workplace Safety Coordinator. Follow the Contractor Coordination Program for specific documentation requirements. Prime Contractor must provide a WCB clearance letter.
Multiple employer workplace without a Prime Contractor (construction project)	An, electrical contractor, floor installer and a window glazing company have all been contracted by the Village to build an extension of the theatre with no Prime Contractor.	The Contract Administrator must appoint a Workplace Safety Coordinator to coordinate workplace safety. All contracted parties must supply a WCB Clearance Letter. The Workplace Safety Coordinator must perform prescribed duties as outlined in the WCB Occupational Health and Safety Regulation. Follow the Contractor Coordination Program for specific documentation requirements of each Contractor. A WCB clearance letter is required for each Contractor.



Village of Anmore

CONTRACTOR COMPLIANCE FORM

Project Name:	
Village Contract Administrator:	Location:
Pre-Start Meeting Location:	Meeting Date:
Contractor Firm Name:	
Prime Contractor: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Contractor Address:	
Phone Number:	Fax Number:
Email:	
24 Hour Emergency Phone Number:	WCB Registration Number:
Notice of Project Completed (WCB Regulation 20.2) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable	
Contractor Representative Name:	Phone Number:

The Contractor:

<ul style="list-style-type: none"> • Acknowledges the appointment of contractor • Understands that in any conflict of directions, Workers Compensation Act and OH&S Regulations shall prevail • Has been informed of any known designated substances and other known pre-existing workplace hazards (Pre-Contract Hazard Assessment Form) • Will communicate hazards to anyone who may be affected and ensure that appropriate measures are taken to effectively control or eliminate the hazards • Will immediately report to the Village any known hazards that are found during the contract • Understands that written documentation (e.g. safety program, notes, records, inspections, meetings etc.) on all health and safety issues must be available upon request to the Village and/or to a WCB Officer at the workplace • Will ensure all equipment to be used on the project complies with OH&S Regulations and is maintained in a safe working order and all necessary personal protective equipment is made available and used by employees • Will ensure that all workers are suitably trained and competent to perform the duties for which they have been assigned • Will provide safety orientations for all new workers • Will assess and coordinate the first aid requirements • Will provide MSDS for all controlled products brought into the workplace • Assumes responsibility for the health and safety of their workers and for ensuring compliance by their workers with the Workers' Compensation Act and OH&S Regulations • Understands any WCB violation by the Contractor may be considered a breach of contract resulting in possible termination or suspension of the contract and/or any other actions deemed appropriate at the discretion of the Village • Understands that the Village may inspect the project and direct the Contractor regarding design, timeliness or quality. The Village may also randomly inspect health and safety activities as part of its due diligence • Understands any penalties, sanctions or additional costs levied against the Contractor (prime) will be the responsibility of the Contractor (prime) • Ensure that all documentation provided to the Village is accurate and up to date (e.g. WCB Clearance Letter)
--

Contractors must deliver the following documentation when returning this document:

- ☐ Completed *Contractor Compliance Form* ☐ WCB Clearance Letter ☐ VOA Business License
☐ Completed *Hazard Assessment Form* ☐ Certificate of Insurance

By signing this I agree as a representative of the contracted firm noted in this document to assume responsibilities of the Contractor for this project

Contractor Representative (Prime): _____ Date: _____
(Signature)

Village Contract Administrator: _____ Date: _____
(Signature) 47



Village of Anmore

PRE-CONTRACT HAZARD ASSESSMENT FORM

VILLAGE CONTRACT ADMINISTRATOR TO COMPLETE THIS SECTION

Village Contract Administrator:	
Contract / Project (name & number):	
Date of Pre-Start Meeting:	Hours of Operation: _____ am/pm To _____ am/pm
Multiple Contractors on site: <input type="checkbox"/> Yes <input type="checkbox"/> No	Prime Contractor Identified: <input type="checkbox"/> Yes <input type="checkbox"/> No
Name of Contractor (Prime):	
Prime Contractor Workplace Safety Coordinator Name:	
Project Start Date:	Length of Project:
Project Location:	
Notice of Project Required (WCB Regulation 20.2) <input type="checkbox"/> No <input type="checkbox"/> Yes	
Description of Work: _____ _____ _____ _____	
Identify All Known Pre-Existing Hazards: (such as electrical, confined space, fall protection, Asbestos, Chlorine) _____ _____ _____	
<input type="checkbox"/> Work to be completed has a low level of risk and no pre-existing hazards.	

CONTRACTOR TO COMPLETE THIS SECTION

The Contractor Must: <ul style="list-style-type: none"> Communicate hazards to anyone who may be affected Understand that in any conflict of directions, the Workers Compensation Act and OH&S Regulations shall prevail Ensure that all workers are trained and competent to perform the duties for which they have been assigned
Action Required to Eliminate or Control Hazards: _____ _____ _____ _____ _____ <div style="text-align: center; margin-top: 10px;">If more space is required please use back of form</div>

Contractor Representative (Prime): _____ Date: _____
 (Signature)

Assessment Performed By: _____ Date: _____
 (Signature)

Pre-Contract Hazard Assessment

Notes

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or printed text on the paper.

Sketch

[illegible]



Village of Anmore

Worksafe BC regulations require that employers notify WorkSafeBC in writing about the undertaking of certain projects. A Notice of Project (NOP) form allows employers to notify WorkSafeBC that a project is to take place during a specified period.

The specific requirements and information provided, such as the notice period and location for each project type, are determined by the specific regulation section.

The Contract Administrator or a designated prime contractor must ensure Worksafe BC receives an NOP. If the information on the submitted NOP changes (project dates or scope) then an updated NOP must be provided.

If you have hired and designated a prime contractor to perform work where an NOP is required it is your responsibility to ensure the NOP has been provided to Worksafe BC. A blank NOP form can be located under the forms section at www.worksafebc.com

The various sections in the regulation where a NOP is required include:

- Construction (Regulation 20.2)
- Asbestos or Lead (Regulation 20.2 (1)(C))
- Diving (Regulation 24.9 (1)(a) to (f))
- Forestry Project (Regulation 26.4)
- Aircraft Operations – Forestry (Regulation 29.16)

CONSTRUCTION PROJECT NOP REQUIREMENTS (Regulation 20.2)

A NOP must be provided to Worksafe BC at least 24 hours before starting a construction project and posted at the work site if:

- a) The total cost of labour and materials for the work exceed \$100,000, or
- b) all or part of the permanent or temporary works, except pre-engineered or pre-manufactured building and structural components, are required to be designed by a professional engineer, or
- c) the construction activity involves
 - the removal, encapsulation or enclosure of friable asbestos building materials, or

Notice Of Project (NOP)

- the demolition, dismantling or repair of any building or structure, or parts thereof, in which insulating materials containing asbestos have been used, or in which asbestos products have been manufactured, or
 - an abatement project or other activity involving significant disturbance of lead-containing coatings on buildings or structures, or
 - similar activities which may expose workers to a significant risk of occupational disease, or
- d) the construction project is a new erection, a major alteration, a structural repair or a demolition of
 - a building more than 2 stories high or more than 6 m (20 ft) in height, or
 - a bridge, or
 - an earth or water retaining structure more than 3 m (10 ft) in height, or
 - a silo, chimney or similar structure more than 6 m (20 ft) in height, or
 - e) workers will be working in a compressed air atmosphere or in a caisson, tunnel, underground working or cofferdam, or
 - f) the construction project includes a trench more than 1.2 m (4 ft) in depth and over 30 m (100 ft) in length or includes another type of excavation more than 1.2 m (4 ft) in depth, which a worker may be required to enter.

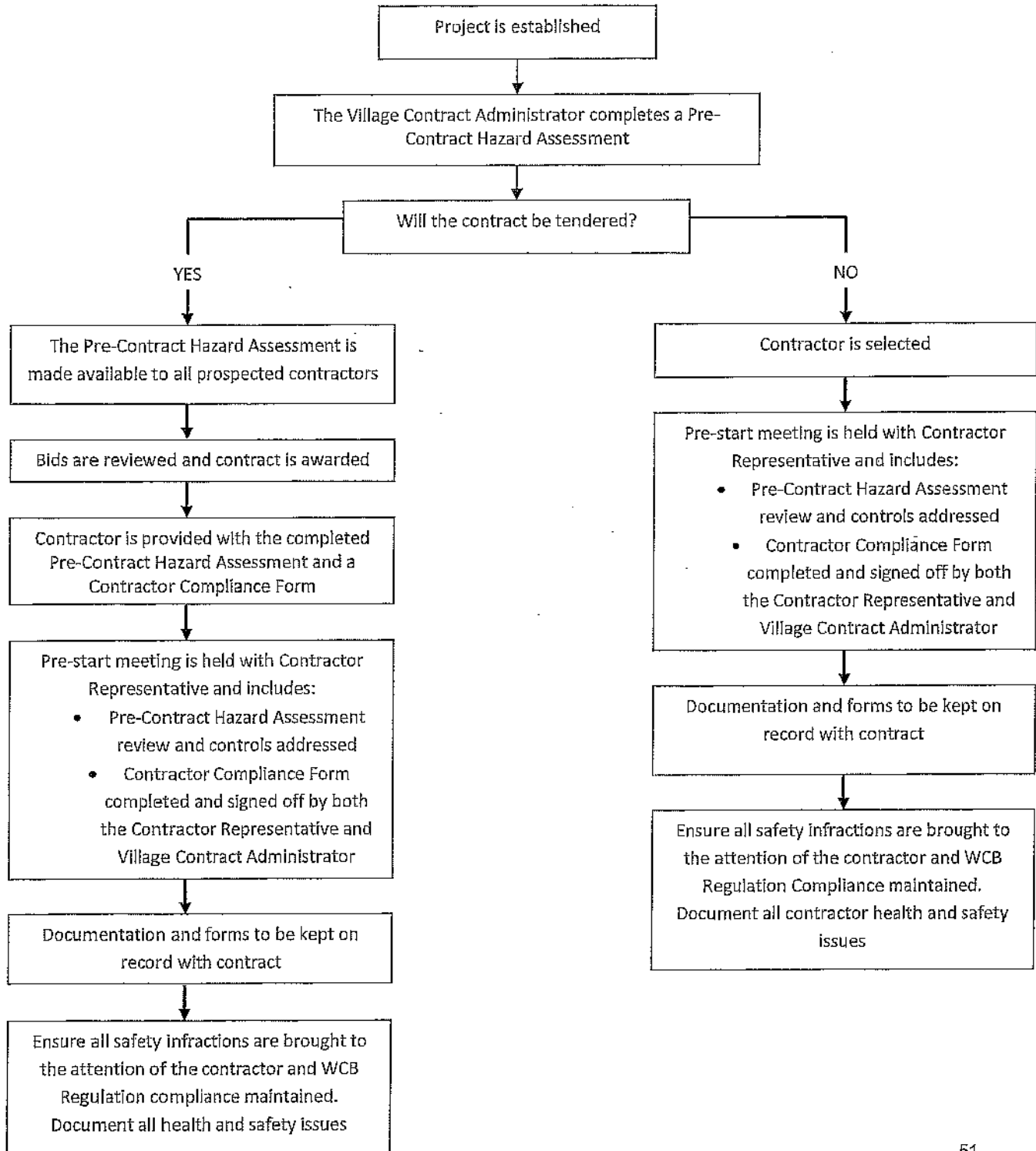
The NOP for an applicable construction project must include the following

- the name and address of the owner and, if applicable, any other person engaged to be the prime contractor for the project,
- the civic address of the project, or its location in relation to the nearest highway,
- a description of the project including a list of the applicable items
- the starting date and the anticipated duration of the project,
- the estimated total cost of labour and materials for the project, and
- if the project involves an activity listed in subsection Part (c) above, detailed written work procedures which will be used to minimize the risk to workers who might be exposed that hazardous material.



Village of Anmore

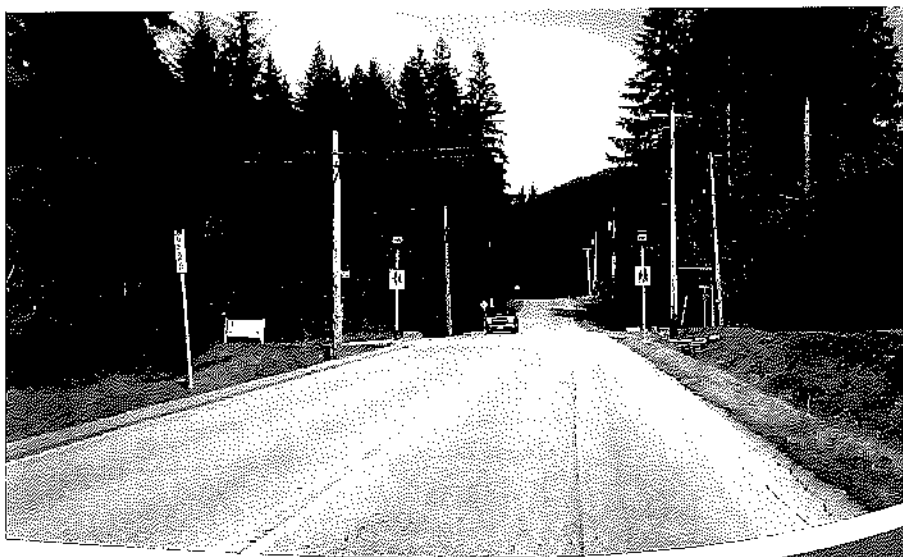
CONTRACTOR COORDINATION FLOW CHART





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Village of Anmore

Road Network Plan
July 2016





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APPENDICES

Appendix A	OCP Transportation Section
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1.0 Introduction

ISL were retained by the Village of Anmore to develop a road network plan to guide growth and access to new development, determine existing inventory of road network infrastructure, advise on suitable cross sections for future road improvements or new streets and develop an implementation strategy to direct spending on transportation.

1.1 Location and Setting

The Village of Anmore is located on the north side of the Burrard Inlet, it is bound to the north east by Greater Vancouver Electoral Area A, to the east by the City of Coquitlam, to the south by the City of Port Moody, and to the west by Village of Belcarra and Indian Arm as shown in Figure 1-1.

The Village sits high above the surrounding communities on a plateau with neighbourhoods ranging from 150 to 250m above sea level. Its location is important in the context of a road network plan, the elevation difference limits cycling in and out of the community to the more committed of cyclists.

Furthermore, as amenities in the Village are limited, and the Village sits somewhat remotely up on the plateau, most trips for day to day needs are likely to be in the neighbouring communities or Buntzen Lake. These trips are typically made by driving, albeit transit is available.

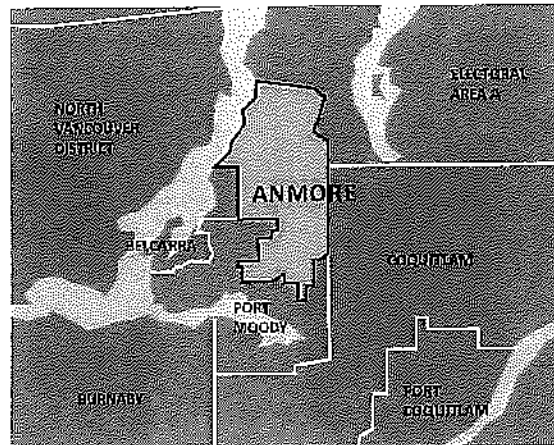


Figure 1-1: Anmore and Nearby Municipalities (From OCP)

1.2 Community Profile

Based on the 2011 Census, The Village of Anmore comprised an area of 7.8 square kilometers, had a population of 2,092, up 17.2% from 2006, which was itself up 32.8% from 2001. The Village is growing rapidly in percentage terms but in the context of the Lower Mainland, growth is limited.

The Village had 706 private dwellings in 2011 (628 of which were usually occupied), this reflects an increase of 135 from the 571 dwellings in 2006.

As 2006 is the last census with mandatory long form component this provides the most recent reliable travel characteristics for the Village. Figure 1-2 shows the most common mode of travel to work for 915 employed residents in the Village of Anmore with a usual place of work in 2006 was the automobile which account for 87% of trips. Public transit accounted for a respectable 11%, while walking and cycling was just 2%.

Place of work (Figure 1-3) was also reported in the 2006 census, of the total employed labour force of 1,020, 95 worked from home, 10 worked outside of Canada, 10 worked in a different province, and 95 had no fixed place of work. Of those that had a usual place of work, 35 worked within the Village of Anmore, 775 worked outside of the Village.

The census data suggests that the Village is primarily a bedroom community with most residents that work, doing so outside of the Village and choosing to drive to work. The 2016 Census will be collated later this year and will include updates on the above statistics to document any change in population, place of work and mode of travel.

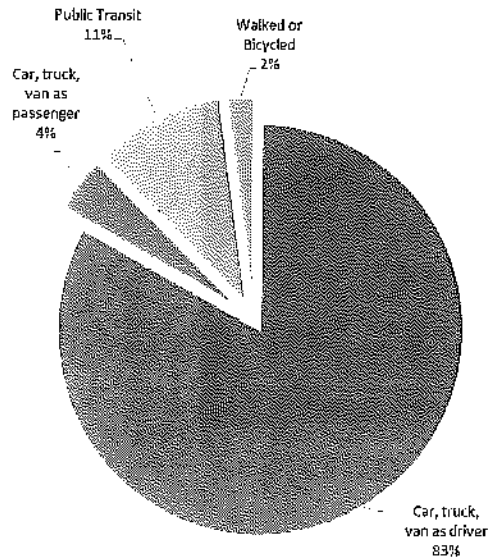


Figure 1-2: Mode of Travel to Work

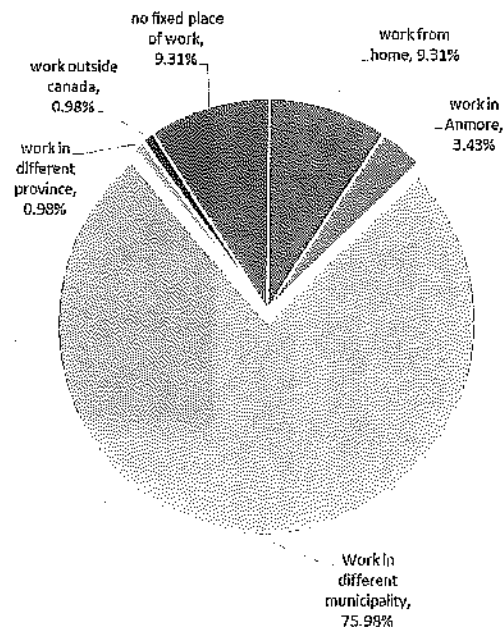


Figure 1-3: Location of Work



1.3 Community Vision, Goals and Objectives

The Village of Anmore Official Community Plan (OCP): Towards a Sustainable Future, Schedule A to Bylaw No. 532, 2014 is the overarching document guiding growth within the community. The Road Network Plan must complement that and support and contribute to the goals and vision of the community.

In addition, if there are outcomes from the Road Network Plan that may influence community growth it must feed back into the OCP update process. Below in italics are selected components of the OCP relevant to the road network plan.

1.3.1 Context

Anmore has one of the most spectacular settings in Metro Vancouver – perched on the North Shore mountains, it is a community surrounded by nature. Many who live here, whether new or long-time residents, cannot imagine living elsewhere. Lush forest, starlit nights and misty mornings help define the ambience of the community.

In reflection of its semi-rural character, the Village of Anmore ("the Village") aspires to slow growth, largely in step with the prevailing settlement pattern. Unlike its near neighbours – Port Moody and Coquitlam – the Village is not planning for significant change, but remains open to innovative proposals and forms of "small density" development.

1.3.2 Growth

In the next 30 years, Metro Vancouver is expected to grow by 1.2 million residents, reaching 3.4 million by 2041. To varying degrees, this increase will take place in all communities. As a small rural community, Anmore is not expected to absorb a significant portion of this regional growth – although by 2041, our current population of approximately 2,200 is expected to almost double to about 4,000 residents.

1.3.3 Overall Vision

Anmore's vision for its future is that of a Village that will be fiscally, environmentally and socially responsible community balancing change, appropriate to the size and scale of the community, while maintaining the unique semi-rural character and quality of life.

1.3.4 Policy Objectives

The detailed policies applicable to transportation are reproduced in full in Appendix A. The general objectives are as follows:

- *To provide a safe and convenient transportation system for pedestrians, cyclists and vehicle drivers.*
- *To encourage active and alternative transportation choices.*
- *To advocate for transit services that meet the needs of Anmore residents.*
- *To ensure new roadways accommodate the transportation needs of residents and are designed to be consistent with Anmore's semi-rural character*

1.4 Road Network Vision and Guiding Principles

The Village of Anmore aspires to retain its rural setting that ultimately relies on a functional road network to provide access, and where possible enhance the road cross section to improve mobility by sustainable modes of travel. The guiding principles of this Road Network Plan are as follows:

- Align with the Official Community Plan
- Manage the portion of the communities limited funds allocated to transportation responsibly
- Enhance safety of all road users
- Enhances connectivity and provide alternative emergency access routes
- Improve access to sustainable modes of transportation.

2.0 Existing Infrastructure

An appropriate Road Network Plan must identify deficiencies in the existing network before we can determine what improvements are required. This section outlines the existing infrastructure and issues that should be addressed through the plan.

2.1 Road Network

The approximate kilometer lengths of roadway and sidewalk as well as number of intersection types are provided below:

- 25.1 km of roadway, all with a posted speed limit of 50 km/h
- 10.8 km of sidewalk, typically less than 1.5m wide
- 30 intersections where one approach is stop controlled
- Seven intersections where two approaches are stop controlled
- Two 3-way stop controlled Intersections
- Zero 4-way (or higher) stop controlled intersections
- Zero signal controlled intersections
- Zero roundabouts

2.1.1 Road Network Classifications

Road networks are composed of various road types, each of which provide a particular level of service for the user, specific to their mode of travel, and varying levels of access to adjacent properties. Road networks are typically classified on the basis of the classifications set out in the TAC Geometric Design Guide for Canadian Roads. The purpose of classifying roadways is to:

- Outline its functionality
- Provide appropriate design for volume and speed of traffic
- Determine appropriate access control
- Set design standards for new construction or rehabilitation
- Define features such as sidewalks
- Identify on-street parking provision
- Set priorities for snow clearance

10 types of classification are outlined in the TAC guide as shown in Table 2-1, in addition many municipalities in BC often add "Minor" and "Major" to some classifications where they may serve dual purposes or the reality of the road's purpose lies somewhere between two classifications. The size, location and population of the Village means that not all of the classifications shown are applicable to the Village. We feel three levels of road classification are appropriate for the village, those not applicable have been crossed through.

Table 2-1: TAC Road Classifications

Rural	Urban
	Lane
Local	Local
Collector	Collector
"Minor" Arterial	Arterial
	Expressway
Freeway	Freeway

Figure 2-1 outlines an appropriate classification system for the Village of Anmore, comprised of local, collector and minor arterial roadways. Figure 2-2 also shows the location of all the stop controlled intersections in the Village.



The following road characteristics are general only descriptions only, the Village has set out its road requirements via its Servicing Bylaws.

Minor Arterial Roads

Given the main routes to and from the Village are Sunnyside Road and East Road, these would typically be classified as Arterial Roads, however both also serve a function to provide access to adjacent properties, therefore a designation of Minor Arterial is most appropriate. Direct access is still permitted but not encouraged, particularly if an alternative is available. Some characteristics for a Minor Arterial Road in the context of the Village include:

- Service Function: Traffic movement is more important than land access, but land access still permitted where no suitable alternative exists.
- Design Speed: 50 km/h (*note: design speeds higher than posted speeds encourages higher travel speeds by making it safer to travel at higher speeds, current best practice design speed = posted speed*)
- Running speed: 50 km/h
- Vehicle Types: Suitable for all vehicle types
- Lane Widths: 3.3m to 3.5m
- Pedestrians: Sidewalk provided on one side, aspire to provide a 3m wide multi-use path
- Cyclists: Cyclists share the road, aspire to provide a 1.5m bike lane on each side.
- Transit: Transit permitted on these roads
- Parking: Parking is prohibited on these roads

Collector Roads

Some characteristics for a Collector Road in the context of the Village include:

- Service Function: Traffic movement and land access of equal importance.
- Design Speed: 50 km/h
- Running speed: 50 km/h
- Vehicle Types: Suitable for all vehicle types, but primarily passenger cars, light to medium trucks, occasional heavy trucks
- Lane Widths: 3.0m to 3.5m
- Pedestrians: Sidewalk provided on one side, ideally in the form of a 3m wide multi-use path
- Cyclists: Cyclists share the road
- Transit: Transit permitted on these roads
- Parking: Parking is prohibited on these roads

Local Roads

Some characteristics for a Local Road in the context of the Village include:

- Service Function: Traffic movement is more important than land access, but land access still permitted where no suitable alternative exists.
- Design Speed: 50 km/h
- Running speed: 50 km/h
- Vehicle Types: Mostly passenger cars, light to medium trucks, occasional heavy trucks
- Lane Widths: 3.0m to 3.3m
- Pedestrians: Sidewalk provided on one side, minimum width 1.5m
- Cyclists: Cyclists share the road
- Transit: Transit permitted on these roads
- Parking: Parking is prohibited on these roads

This plan is focused on the road network, but that road network provides service to more than just automobiles, it must provide access for goods movement, emergency vehicles, transit, walking and cycling also.



2.1.2 Issues

The road network, for the most part serves its purpose for the existing form of development but there are some issues which should be addressed when possible:

- Connect missing links to provide improved connectivity and alternative emergency access routes as well as access to new subdivisions.
- Cul-de-sacs are abundant and longer than desired and should be connected at the far end to provide alternative access.
- Road widths on East Road are narrow in some locations
- Based on anecdotal evidence, vehicle speeds on East Road are higher than desired.
- Driveways and some minor roads have insufficient visibility onto the major roadway.
- Illegal parking on roadways during summer months from people visiting Buntzen Lake

2.2 Pedestrian Network

The pedestrian network of sidewalks and marked crosswalks is relatively well built out in the context of the Village. Figure 2-3 shows the extent of the network. Sidewalks are provided on many roads of differing classifications allowing pedestrians to make local journeys within the Village often separated from motor vehicles. Where they do have to share the roadway with vehicles, roads typically carry lower traffic volumes. Some issues include:

- Remote sections of sidewalks not connected to the rest of the network
- Narrow sidewalk in places
- Poorly maintained sidewalks, i.e., need for more frequent sweeping.
- Grades of sidewalk on some section of Sunnyside Road

2.3 Cycling Network

There are no dedicated cycling facilities within the Village of Anmore, cyclists must share the roadway with other vehicles.

2.4 Transit Network

TransLink provides two community shuttle services to the Village of Anmore, the C25 and C26 service which are shown in Figure 2-4 along with stop locations. The C25 service for the Anmore portion is limited to two services one hour apart late in the evening. The C26 service provides transit service to Port Moody Station. Service is provided at approximately a 30 min frequency, to Port Moody station during the AM peak period and from Port Moody station in the afternoon. Transit Issues include:

- Most stops feature no weather protection
- Some stops have no paved waiting area or connection to the sidewalk
- Some stops are not served by a sidewalk
- Some stops are connected to sidewalk across drainage ditches by way of makeshift bridges



2.5 Collision History

Collision volumes are low; Table 2-2 provides a record of collisions over five years from 2009 to 2013. The two highest collision locations both experienced 7 collisions each over 5 years, while the entire Village experienced 77 collisions in total over five years. No fatalities were recorded, 12 collisions included a casualty, while the remaining 65 were property damage only collisions.

ISL has been provided additional information from the RCMP, which covers a date range of Sept 14th 2011 – September 14 2016. This information identifies 2 fatalities, one at Strong Rd and East Rd and 1200 East Rd.

Table 2-2: ICBC Collision Records 2009-2013

Collision Location	Number of Collisions
Bedwell Bay Rd & First Ave & Sunnyside Rd	7
East Rd & Sunnyside Rd	7
East Rd & Strong Rd	5
East Rd & Hummingbird Dr	3
1000 Blk Ravenswood Dr	3
1000 Blk Sugar Mountain Way	3
Elementary Rd & Sunnyside Rd	3
1400 Blk East Rd	3
1700 Blk East Rd	3
2100 Blk East Rd	3
Bedwell Bay Rd & Crystal Creek Dr & Forestview Lane	2
3200 Blk Sunnyside Rd	2
East Rd & Thomson Rd	2
100 Blk Deerview Lane	2
Anmore Creek Way & Uplands Dr	2
200 Blk Alpine Dr	2
200 Blk Strong Rd	2
00 Blk Strong Rd	2
100 Blk Strong Rd	1
2000 Blk Sunnyside Rd	1
Alder Way & Sunnyside Rd	1
00 Blk Alder Way	1
Charlotte Cres & East Rd	1
2300 Blk East Rd	1
Sunnyside Rd & Park Access Rd	1
2800 Blk Fern Dr	1
1100 Blk Mountain Ayre Lane	1
100 Blk Dogwood Dr	1
100 Blk Seymour View Rd	1
Spence Way & Sugar Mountain Way & Sunnyside Rd	1
100 Blk Sparks Way	1
1400 Blk Crystal Creek Dr	1

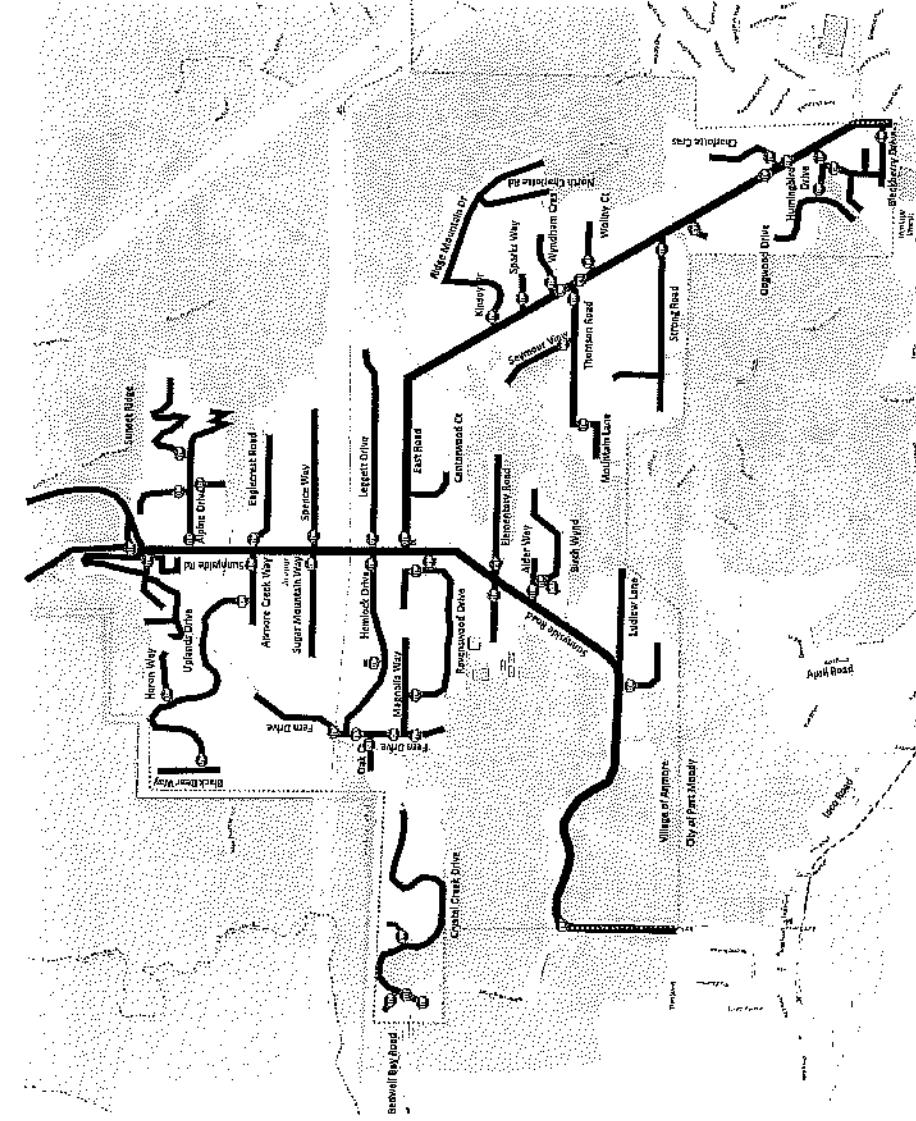


Collision Location	Number of Collisions
00 Blk Elementary Rd	1
800 Blk Spence Way	1
900 Blk Canterwood Crt	1
2900 Blk Fern Dr	1
1000 Blk Uplands Dr	1
2900 Blk Sunnyside Rd	1
2200 Blk East Rd	1
Grand Total	77

Table 2-3: RCMP Records 2011-2016

Date Range: September 14, 2011 - September 14, 2016		
Report Date	Location	Municipality
Fatal Collisions		
2012-Oct-17	Strong Road/East Road	ANMORE
2013-Jan-17	1200 East Road	ANMORE
Injury Collisions		
2012-Mar-15	Sunnyside Road/First Ave	ANMORE
2012-May-26	798 Spence Way	ANMORE
2012-Jul-19	30 Elementary Road	ANMORE
2014-Apr-17	1900 East Road	ANMORE
2014-Apr-28	2242 East Road	ANMORE
2015-Feb-23	Buntzen Lake	ANMORE
2015-Oct-26	Sunnyside Road/Park Access Road	ANMORE
2016-Jan-05	2046 Sunnyside Road	ANMORE
Damage over \$1000		
2011-Sep-23	2700 BLOCK SUNNYSIDE RD	ANMORE
2012-Mar-04	2580 SUNNYSIDE RD	ANMORE
2012-Mar-21	EAST RD / SUNNYSIDE RD	ANMORE
2012-Jul-29	3230 SUNNYSIDE RD	ANMORE
2013-Mar-03	1053 UPLANDS DR	ANMORE
2013-Jul-01	0 BUNTZEN LAKE	ANMORE
2014-Feb-22	EAST RD / KINSEY RD	ANMORE
2014-Mar-20	98 STRONG RD	ANMORE
2015-Sep-13	EAST RD / BLACKBERRY DR	ANMORE
2015-Oct-31	2380 EAST RD	ANMORE
2016-Dec-14	SUNNYSIDE RD / BEDWELL BAY RD	ANMORE
2016-Mar-28	2855 SUNNYSIDE RD	ANMORE
2016-Sep-07	2100 BLOCK SUNNYSIDE RD	ANMORE
Damage under \$1000		
2011-Nov-10	SUNNYSIDE RD / ELEMENTARY RD	ANMORE
2012-Jan-28	SUNNYSIDE RD / SUMMERWOOD LANE	ANMORE
2012-Jul-21	EAST RD / SUNNYSIDE RD	ANMORE
2012-Oct-29	1085 THOMSON RD	ANMORE
2013-May-11	100 BLOCK DOGWOOD DR	ANMORE
2013-Dec-28	128 EVERGREEN CRES	ANMORE
2014-May-18	SUNNYSIDE RD / EAST RD	ANMORE
2014-Dec-20	3060 ANMORE CREEK WAY	ANMORE
2015-Apr-16	EAST RD / STRONG RD	ANMORE
2015-Jun-15	34-3295 SUNNYSIDE RD	ANMORE



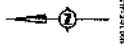


Legend

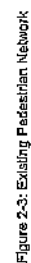
Stop Controlled Approach



Annmore Boundary



Figures 2-2: Existing Intersection Controls







3.0 Road Network Plan

This section sets out recommendations to address the issues raised in the previous chapter.

3.1 Connectivity

The road network features many cul-de-sacs accessed from two primary routes. This road network layout limits connectivity options within the Village, and reduces options for emergency access in the event of a collision.

For example, a collision at Sunnyside Road/Leggett Drive would render the entire northern section of the Village inaccessible. Furthermore in the event of a forest fire the potential evacuation routes are limited. Better connectivity of the other streets would allow for detour options and alternate points of access in the event of an emergency.

The following connections are proposed:

- Fern Drive to Anmore Creek Way (as per OCP) – Approximately 300m funded through adjacent development.
- Fern Drive to Black Bear Way – Approximately 260m (straight line) funded through adjacent development.
- Fern Drive to Sunnyside Road (as per OCP) – Approximately 600m funded through adjacent development.
- East Road to Eaglecrest Road/Alpine drive connecting to Spence Way and Leggett Drive – Approximately 500m funded through adjacent development.
- Crystal Creek Drive to Fern Drive – Approximately 260m funded through Village funds.
- Ravenswood Drive to Sunnyside Road – Approximately 80m funded through Village funds. The realignment would maximize available space for the civic centre.
- Charlotte Crescent to North Charlotte Road – Approximately 600m funded through adjacent development.

The above connections are shown in Figure 3-1. The alignments shown are indicative of the connectivity required and actual alignments could vary to accommodate terrain and development needs.

If all of the above road connections were to be implemented, there would continue to be a weak link north of Anmore Creek Way/Eaglecrest Road/Alpine Drive, as roads north of here would continue to be serviced by just one road. This would include access to and from Buntzen Lake, thus any incident along this roadway could close access until it can be cleared. Likewise, in an evacuation scenario all people would be reliant on this one roadway, potentially slowing egress.

3.2 Traffic Capacity

No capacity analysis has been undertaken as a part of this Road Network Plan. The Village should continue to monitor traffic volumes and queue lengths at key locations and if necessary undertake a study to determine solutions to capacity issues when/if they occur.

3.3 Road Safety

The following road safety issues should be addressed:

- A primary concern for safety is the lack of alternative routes and limited evacuation options, where possible new roads should be connected to multiple existing roads to provide alternative route options as highlighted in Section 3.1.
- Vehicle speeds on Sunnyside Road and East Road should be collected at multiple locations via tube counters, and if necessary enforcement should be considered via physical traffic calming techniques and/or increased police enforcement.



- Driveway accesses on Sunnyside Road and East Road should be checked for compliance with visibility requirements.
- Lane widths on East Road should be increased where necessary to safely accommodate passing truck movements. Lane widths should not be so wide that it encourages higher travel speeds.
- The crest in the roadway south of Kinsey Drive should be reviewed and removed when possible.
- Speed humps while undoubtedly helping to reduce vehicle speeds on East Road are not consistent with the road's intended purpose. Their presence in this location should continue to be monitored and addressed if necessary.

3.4 Walking and Cycling

Sidewalk provision is generally good throughout the Village, particularly given its semi-rural character. There is little immediate need for new sidewalk, but consideration should be given to the following:

- Fund missing links in the sidewalk network.
 - Connection from Uplands Drive to Sunnyside Road
 - Connection on north part of Fern Drive
- All new roads to include sidewalk on at least one side.

3.5 Transit

All transit stops should feature the following:

- Paved waiting areas
- Connections to sidewalks
- Shelters at most popular stops to provide weather protection

3.6 Funding

Given that the Village is anticipated to double in population by 2041, the Village must ensure that new development properly contributes appropriate transportation infrastructure to directly serve the development plus contributes additional general funds through a Development Cost Charge towards the community infrastructure as whole that is now required to accommodate increased demand.

The Development Cost Charge could include funds for sidewalk expansion, new road connections not attributable to new development, road safety improvements, transit stop connectivity, and ongoing road maintenance.

3.7 Priorities

Most proposed improvements will occur in tandem with new development. In the interim, available budget should be targeted towards safety improvements on existing roadways.

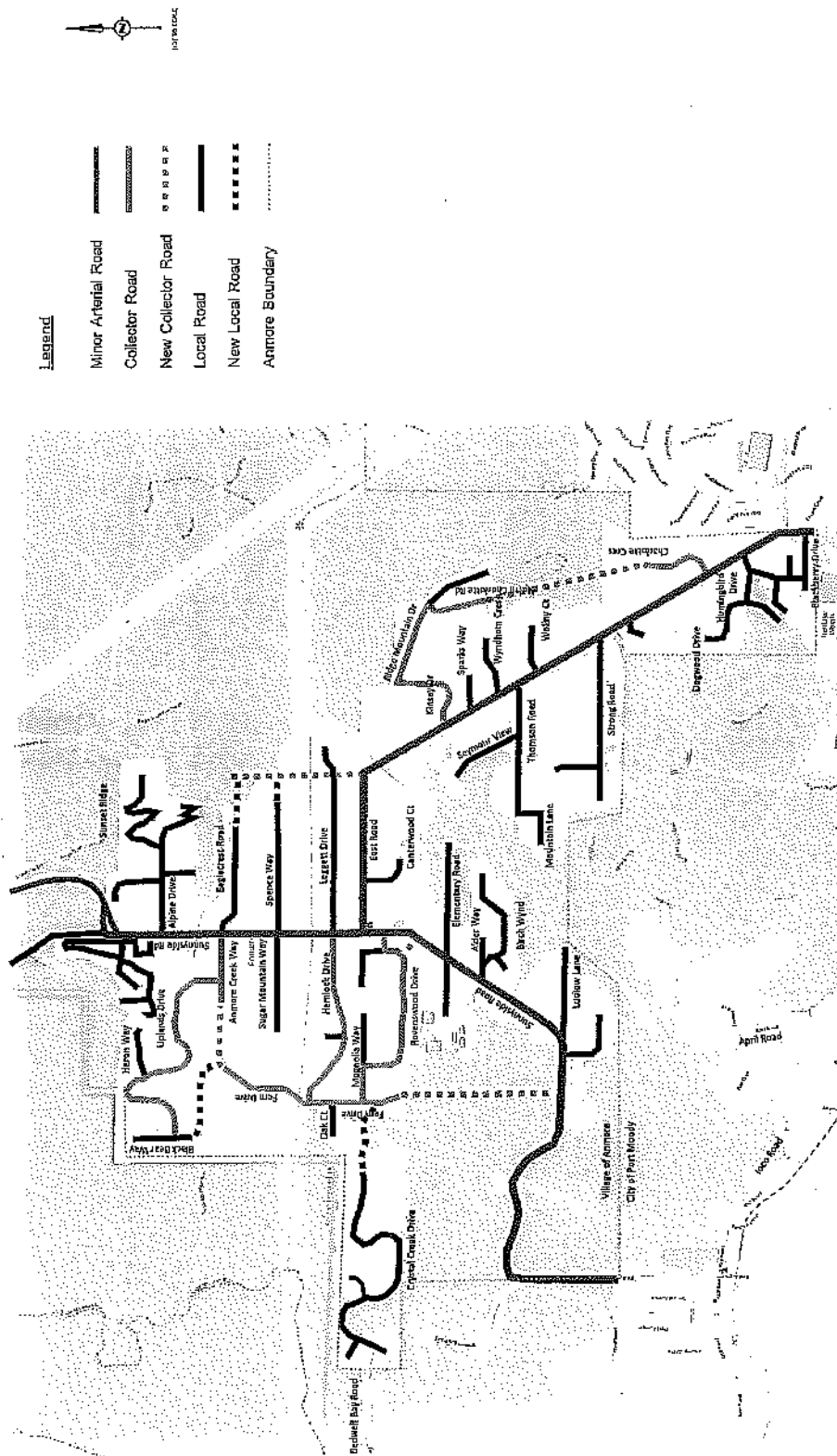


Figure 3-1: Proposed New Road Connections



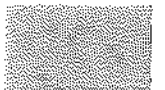
Engineering
and Land Services

Village of Anmore
Road Network Plan



Appendix A

OCP Transportation Policies



5. TRANSPORTATION



Anmore's secluded location and dispersed residential settlement pattern results in residents depending on a private vehicle for much of their commuting, daily needs and other trips. The Municipality supports alternative modes of transportation, including public transit, walking, biking, car-pooling and rideshare programs to give residents other options than the car for trips within and outside Anmore.

Translink is in the process of updating the Northeast Sector Area Transit Plan, which includes Anmore, Belcarra and the Tri-Cities. The community shuttle currently serves Anmore residents and is an important link for commuters, students, seniors and, during the summer months when the route extends into Buntzen Lake Recreation Area, providing an alternative access option that can relieve some parking pressures during busy times.



As part of the Major Road Network, Sunnyside Road and East Road will function as the major traffic routes servicing the community and providing access to Buntzen Lake. While roads and vehicle movement largely define the transportation system, the Village will strive to ensure all modes of transportation are viable and safe options for residents and visitors. Transportation policies also contribute to Anmore's efforts to reduce Greenhouse Gas Emissions and support healthy lifestyle choices for residents.

OBJECTIVES – TRANSPORTATION

- To provide a safe and convenient transportation system for pedestrians, cyclists and vehicle drivers.
- To encourage active and alternative transportation choices.
- To advocate for transit services that meet the needs of Anmore residents.
- To ensure new roadways accommodate the transportation needs of residents and are designed to be consistent with Anmore's semi-rural character.

ACTIVE TRANSPORTATION POLICIES

Policy T-1

The Village encourages the development of pedestrian, cycling, and public transit networks as part of an integrated multimodal transportation system.

Policy T-2

The Village recognizes that the roads within the Municipality are community assets, available to all users, not just drivers, and supports the provision of well-connected pedestrian and bicycle routes to key destinations in the community such as local schools, the new Village Hall, the Anmore Grocery Store and Buntzen Lake Recreation Area.

Policy T-3

In future planning and development projects, the Village will consider the potential to enhance Sunnyside Road as an active transportation corridor.

Policy T-4

The Village will explore opportunities to improve the walkability of East Road, considering increased buffers or other measures to enhance pedestrian safety.

Policy T-5

The Village will improve safety for children, pedestrians and cyclists by implementing safe crossings and/or traffic calming measures, where appropriate.

Policy T-6

The Village will promote the use of the carpooling and participation in rideshare programs such as the Jack Bell Rideshare program.

Policy T-7

The Village will explore potential partnerships with the schools to establish educational programs to promote walking and cycling, and will encourage schools to provide high-quality and well-monitored bicycle parking.

Policy T-8

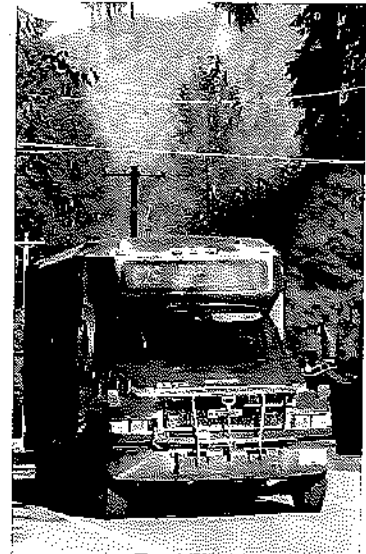
The Village will seek opportunities to work with the City of Port Moody and Translink to explore the potential to provide a safe and well-connected pedestrian and bicycle route from the Evergreen Line station at loco to Anmore.

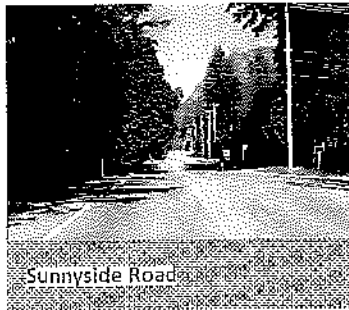
Policy T-9

The Village will advocate for continued improvements to the Translink community shuttle service in Anmore and provide input into the Northeast Sector Area Transit Plan.

Policy T-10

The Village will ensure access to transit stops reflect accessible and barrier-free design standards, wherever possible.





Policy T-11

In the design of transit stops, the Village will seek to enhance transit stop comfort and safety through the use of appropriate materials, lighting and weather protection.

Policy T-12

In the development of new subdivisions, the Village will encourage Translink to provide a transit stop located within 400 metres (approximately a five-minute walk) of every housing unit.

MAJOR ROAD POLICIES

The Village supports the ongoing designation of both Sunnyside Road and East Road as part of the regional Major Road Network (MRN), recognizing these two major traffic routes service the needs of residents and provide access to Buntzen Lake Recreation Area (see Schedule C - Road Network Map).

Policy T-13

The Village continues to support, in accordance with Section 933 of the *Local Government Act*, the ongoing practice of Development Cost Charges being collected to assist in the financing of road upgrading.

Policy T-14

At the time when the IOCO Lands are developed, the Village will secure a road allowance that will provide a link between the western and central portions of the Village.

Policy T-15

Where possible, the Village will limit direct driveway access onto Sunnyside Road and East Roads by requiring the use of alternative roads and shared driveways.

MINOR COLLECTOR ROAD POLICIES

Policy T-16

An alignment for the future extension of Charlotte Crescent, generally along the old skid road, will function as a collector road as new subdivisions are developed on the east side of East Road (see Schedule C - Road Network Map).

Policy T-17

An alignment connecting Charlotte Crescent to East Road is identified on Schedule C - Road Network Map. This alignment is intended to establish a looped connection to accommodate municipal services, resident access and emergency response vehicles. Given these priorities, should an extended Charlotte Crescent be required along this alignment, it need not be designed solely as a motor vehicle thoroughway. Rather, road design options that enhance pedestrian connectivity may be considered. Area-specific Development Cost Charges may be used to finance the construction of a road along this alignment.

Policy T-18

An alignment extending Fern Drive is identified on Schedule C – Road Network Map. As new subdivisions are developed, this alignment may be developed to serve as the north/south minor collector on the west side of Sunnyside Road, providing connection between Fern Drive and Sunnyside Road, where possible. This road will be located on the east side of Schoolhouse Creek. This alignment is intended to establish a looped connection to accommodate municipal services, resident access and emergency response vehicles. Given these priorities, should an extended Fern Drive be required along this alignment, it need not be designed solely as a vehicle throughway. Rather, road design options that enhance pedestrian connectivity may be considered. Area-specific Development Cost Charges may be used to help finance the construction of this road.

Policy T-19

The continued extension of Leggett Drive, as new subdivisions are developed, is anticipated to serve as a minor collector to access properties to the northeast of Sunnyside Road. Area-specific Development Cost Charges may be used to help finance the construction and maintenance of this road.

LOCAL ROAD POLICIES**Policy T-20**

As new subdivisions are developed, local roads will be provided in accordance with the standards specified in the Works and Services Bylaw.

ROAD DEDICATION POLICIES**Policy T-21**

The Approving Authority will be encouraged to utilize the following guidelines in determining the appropriate locations for roads within subdivisions:

- Locate new roads such that their alignment can facilitate the development of adjacent land in the future.
- Ensure that new roads are located within a subdivision such that they can be extended in a technically feasible manner through adjacent properties, while being cost effective for both the developer to provide and the Village to maintain.
- For corner lots fronting onto major roads and minor collectors, driveway access should be arranged off of the local road where possible.
- Minimize extensive cut and fills.
- Where possible, provide access to subdivisions from more than one (1) local road.
- Create as few intersections as possible.
- Use 3-way intersections rather than 4-way intersections.
- Avoid intersections near crests of hills and on curves.
- Avoid skew intersections, i.e. where the angle between the intersecting roads is outside the range 90 ± 20 degrees.
- Avoid grades greater than 12%.
- Avoid crossing Anmore, Schoolhouse and Mossom Creeks where possible.

Policy T-22

At the time of subdivision, where a new road is being proposed, the Village will seek a 20 metre road dedication. As a means of protecting Anmore's semi-rural character, the Approving Authority may consider allocation of that roadway to enable the paved portion of the roadway to be narrower, provided the following minimal criteria can be satisfied:

- Accommodate two-way traffic and the safe passage of emergency vehicles;
- Provide for adequate drainage ditches, swales or storm sewers;
- Accommodate natural gas, water mains, and/or other utilities;
- Accommodate pedestrian and cycling pathways; and
- Retain or create greenway corridors.

Policy T-23

Where a subdivision is adjacent to an existing Village road, the Village supports the securing of land, the width being the difference between the current road width and 20 metres, for the purposes of facilitating the widening of the existing road.

Policy T-24

The Village may also explore opportunities for increased road allowances where the extra land is to remain treed or used for non-motor vehicle use such as walking, biking or horse trails.

Policy T-25

The Village encourages applicants to consider road designs and form of eventual tenure that minimize the financial implications to the Village related to ongoing maintenance and replacement of any dedicated road.

Policy T-26

The Village will act, to the extent of its authority, to ensure that David Avenue has a minimal impact upon the lifestyle and livelihood of residents that may be affected by any future extension of the road. The Village does not support the David Avenue extension alignment options explored to date by the property owners due, in part, to the potential environmental, community and social impacts to Anmore. The Village encourages the City of Port Moody to explore an alignment that will have minimal environmental impact on Mossom and Schoolhouse Creeks.



VILLAGE OF ANMORE REPORT TO COUNCIL

Date: September 13, 2016
Submitted by: Juli Kolby, Chief Administrative Officer
Subject: Proposed Covenant Removal – 2525 and 2571 East Road

Purpose / Introduction

To obtain Council approval to discharge covenants registered at 2525 and 2571 East Road.

Resolutions

1. THAT the Mayor and Corporate Officer be authorized to sign and seal the documentation required to remove the registered covenant documents BP124510, BP124515, BP124517, BP296276 on Lot A, at 2571 East Road, and Lot B at 2525 East Road for the reasons outlined in the report dated September 13, 2016 from the Chief Administrative Officer.

OR

2. THAT Council not authorize the removal of one or all of the covenants.

OR

3. THAT Council request further information from staff.
-

Background

On August 7, 2016 the property owners of 2525 and 2571 East Road each made formal requests to the Village to discharge covenants that were no longer relevant, which have been registered on their respective titles (**Attachment 1 & 2**).

Since the covenants were signed and sealed by the Mayor and Clerk on behalf of the Village, it is appropriate that Council pass as resolution enabling the legal agreement to be discharged. The recommendation, if passed by resolution, will enable this discharge to proceed.

Septic Field Covenants (BP124510, BP124517 and BP296276)

In the year 2000, Anmore Council allowed an covenant on 2571 East Road to protect the retention of a septic field on that property to benefit a cottage on the adjoining Lot B. Lot B has now been sold and developed with a larger home complete with a new septic system to serve the new home all of which is contained within Lot B.

Report/Recommendation to Council

Proposed Covenant Removal – 2525 and 2571 East Road

September 13, 2016

The covenant document (**Attachment 3**) show the parties to this agreement, including the Village of Anmore, agree to discharge this legal agreement upon the construction of a new residential building on Lot B. See Section 6 of **Attachment 3** for the full wording. Further, a section 219 covenant was placed on title requiring that no new structure was to be built until an approved septic system was installed on the land (**Attachment 4**, section 1(b)); as was a covenant outlining similar requirements (**Attachment 5**).

Driveway Covenant (BP124515) and Pond Covenant (BP124519)

The driveway covenant was also approved in 2000 and ensures that the driveways to access the two properties did not cross any portion of an existing manmade pond. For reference, the covenant is included as **Attachment 6**.

Discussion

Septic Field Covenants (BP124510, BP124517 and BP296276)

The Village's Planning Consultant has reviewed the covenants and the most current property survey and agrees that the conditions have been met to allow for the discharge of the septic field related covenants registered on title for 2525 and 2571 East Road.

Driveway Covenant (BP124515) and Pond Covenant (BP124519)

The Village's Environmental Consultant has visited the site and reviewed the covenants. It is his opinion that both the driveway and pond covenants can be discharged by the Village (**Attachment 7**).

For visualization purposes, the original survey showing the various covenants and location of the septic field prior to Lot B being developed is included as **Attachment 8**. **Attachment 9** shows Lot B following the construction of the new single family dwelling.

Financial Implications

The costs associated with discharging the covenants will be borne by the applicant; therefore, no costs will be incurred by the Village.

Communications / Civic Engagement

The property owners will be advised of Council's decision.

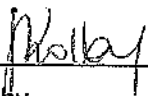
Attachments

1. Letter dated August 7, 2016 from S. MacDonald
2. Letter dated August 7, 2016 from D. Neumann
3. Covenant BP124510 (Septic Field)
4. Covenant BP124517 (On-Site Sewage Disposal System)
5. Covenant BP296276 (Section 219 Land Title Act)
6. Covenant BP124515 (Lots 1 and 2 – Driveway Locations)
7. Email dated September 7, 2016 from I. Whyte, Environmental Consultant
8. Survey including original covenants and lots lines
9. Survey following new SFD construction and lot lines

Report/Recommendation to Council

Proposed Covenant Removal – 2525 and 2571 East Road

September 13, 2016

Prepared by:
 _____ Juli Kolby Chief Administrative Officer

August 7, 2016

Juli Kolby

Chief Administrative Officer

Village of Anmore

Dear Juli:

On August 5, 2016, I met with Diane Neumann, the owner of 2571 East Road regarding the Easement BP 124514, which gives them access to their property. They showed me the documentation that they had purchased it from a previous owner on February 25, 2006. This was agreed to by the Village, but never removed from Title.

I am in total agreement to have Easement BP 124514 removed from my Title.

Additionally, I had a Title search done and discovered Covenants that are not applicable and should be discharged also.

- A. Covenant BP 124517 and Covenant BP 296276 relate to prior to building a new residence at 2525 East Road, septic approval is required.*
- B. Covenant BP 124515 relates to no driveway to be built over the small pond on my property, which is approximately 8 feet wide and 25 feet long, situated directly to the West property line.*
- C. Restrictive Covenant BP 124519 relates to the small pond remaining as is.*

I would appreciate your cooperation in removing the Easement and Covenants from my Title as they are not applicable any longer. Attached are copies of the Easement and Covenants.

Thank you for your co-operation in this matter.

Sterling Macdonald
STERLING MACDONALD
2525 East Road

August 7, 2016

To: Juli Kolby

From: Diane Neumann Re: 2571 East Road, Easement and Covenants

Thank you for your response on Aug 5, 2016 to our meeting of July 29, 2016.

Recently we searched our Title and we were shocked to see two covenants and one easement. I supplied you with copies. These were placed on title January 2000 as part of a subdivision application by the previous owner.

1. Easement BP 124509 and Covenant BP 124510 are dealing with providing septic connection to the small cottage on Lot B (2525 East Road) until a new home is built, at which time the cottage had to be connected to the septic on Lot B. The Easement and Covenant were then to be discharged. This is clearly stated in the letter from the village dated January 25, 2000, signed by Howard Carley, Approving Officer.
2. Covenant BP 124515 relates to no driveway to be built over the pond in our front yard. The pond is man-made and I have a private well on property that maintains the pond depth and is used for external watering. There are no plants or fish in the pond. As part of cleaning up the Title, I would like Covenant BP 124505 removed as it has no application to private property and a private pond.
3. As part of the subdivision January 25, 2000, the existing 2 acre Lot A (2571 East Road) was to be subdivided into Lot A (1.2 acres) and Lot B (2525 East Road at 0.8 acre). As the street access from East Road to 2571 East Road had to access a small bridge over the pond a 0.09 acre Easement was placed on 2525 East Road for the 100% use by 2571 East Road.

In February 25, 2006 an agreement was reached to allow me to purchase the Easement from my neighbour at 2525 East Road. This was completed through lawyers and approved by Howard Carley under Section 404 (2). I have provided copies of these documents to you. On August 5, 2016 I met with the current owner of 2525 East Road, Sterling MacDonald, to review all the information. He is in 100% agreement to removing the Easement from his Title and will be providing a letter regarding this.

Thank you for your assistance in clearing our Title. I can be reached at [REDACTED].

Sincerely,


DIANE NEUMANN

Status: Registered

Doc #: BP124609

RCVD: 2000-05-30 RQST: 2016-07-11 13.49.29

LAND TITLE ACT
FORM C-28
MAY 30 2016

BP124509

00 MAY 30 14 28

BP124512

LAND TITLE OFFICE OF
WESTERN BRITISH COLUMBIALAND TITLE OFFICE
NEW WESTMINSTER/VANCOUVER**GENERAL INSTRUMENT - PART 1** (This area for Land Title Office use)

PAGE 1 of 13 pages

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

445
2220 Terence G. Stewart, EDWARDS, KENNY & BRAY, Barristers and Solicitors, 1900 - 1040 West Georgia Street, Vancouver, British Columbia, V6E 4H3, 609-1811 (Client Number: 010430)

Solicitor or Authorized Agent

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:*

(PID)

(Legal Description)

No PID Number

Lot 1 Sec 16, 20 and 21 Tp 39 NWD Plan LMP 46175

3. NATURE OF INTEREST:*

DESCRIPTION

DOCUMENT
REFERENCE
(page and paragraph)PERSON ENTITLED TO
INTEREST

See Schedule

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

02-05/03/30 14751819 01 NW 21362
CHARGE \$220.00

(a) Filled Standard Charge Terms

☐ D.F. Number

(b) Express Charge Terms

☒ Annexed as Part 2

(c) Release

☐ There is no part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S):*

ELMER BARRIE IHAKSI and JENNIFER MARY IHAKSI

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

ELMER BARRIE IHAKSI, Businessman, and JENNIFER MARY IHAKSI, Businesswoman, both of 2571 East Road, Anmore, British Columbia V3H 3C8 (Easement)
VILLAGE OF ANMORE, of 2697 Sunnyside Road, Anmore, British Columbia V3H 3C8 (Section 219 Covenant)ROYAL BANK OF CANADA, a Chartered Bank, having a branch office at 2nd Floor - 1489 West Broadway, Vancouver, British Columbia V6H 1H9 (Priority Agreement)

ROYAL BANK OF CANADA, a Chartered Bank, having a branch office at 1962 Como Lake Road, Coquitlam, British Columbia V3J 3R3 (Priority Agreement)

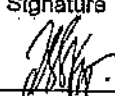
Easement and Section 219 Covenant (Septic Field)

7. ADDITIONAL OR MODIFIED TERMS:
N/A

Page 2

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

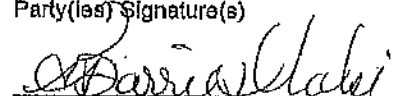
Officer's Signature


TERENCE G. STEWART
 Barrister & Solicitor
 1900 - 1040 W. GEORGIA ST.
 VANCOUVER, B.C. V6E 4H3
 (604) 689-1811

Execution Date

Y	M	D
00	05	10

Party(ies) Signature(s)

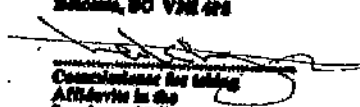

 Name: **ELMER BARRIE IHAKSI**


 Name: **JENNIFER MARY IHAKSI**

(as to both signatures)

Officer's Signature

ANDREA A. McNEBOCK
 Administrator - Notary
 4994 Sedgwick Bay Road
 Sidney, BC V8L 4T4

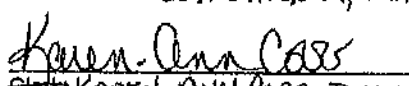

 Commissioner for Taking
 Affidavits in the
 Province of BC

Execution Date

Y	M	D
00	05	17

VILLAGE OF ANMORE, by its
 authorized signatory (ies)


 Name: **HAROLD NEISBERG, MAYOR**


 Clerk: **KAREN-ANN COBB, DEPUTY
 CLERK**

(as to the signature of the Clerk)

OFFICER CERTIFICATION:

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

^{**} If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
^{**} If space insufficient, continue executions on additional page(s) in Form D.

Lib1:122062:1

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Page 3

Officer's Signature

[Signature]
MARIA E. MAGGAJO
A Commissioner for taking
affidavits for British Columbia
1489 W. Broadway
Vancouver, B.C. V6H 1H8

[Signature]
BETTY E. SHAM
A Commissioner for taking
affidavits for British Columbia
1489 W. Broadway
Vancouver, B.C. V6H 1H8

Execution Date

Y	M	D
00	05	11

Transferor(s) Signature(s)

THE ROYAL BANK OF CANADA, by
its authorized signatory (ies)*[Signature]*

Name:

WENDY DHILLON
LIAISON OFFICER*[Signature]*

Name:

EVELYN MOLDOWIN
LIAISON OFFICER

(as to both signatures)

OFFICER CERTIFICATION:

Your signatory constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act R.S.B.C. 1996 c. 124 to take affidavits for use in British Columbia and certifies the matters set out in Part 6 of the Land Title Act as they pertain to the execution of this instrument.

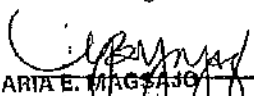
**


(if space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
(if space insufficient, continue executions on additional page(s) in Form D.

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Page 4

Officer's Signature

MARIA E. MAGAZAO
A Commissioner for taking
affidavits for British Columbia
1480 W. Broadway
Vancouver, B.C. V6H 1H8

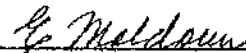

BETTY E. SHAM
A Commissioner for taking
affidavits for British Columbia
1480 W. Broadway
Vancouver, B.C. V6H 1H8

Execution Date		
Y	M	D
00	05	11

Transferor(s) Signature(s)

THE ROYAL BANK OF CANADA, by
its authorized signatory (ies)


Name: **WENDY DHILLON**
LIAISON OFFICER


Name: **EVELYN MOLDOWIN**
LIAISON OFFICER

(as to both signatures)

OFFICER CERTIFICATION:

Your signatory constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act R.S.B.C. 1996 c. 124 to take affidavits for use in British Columbia and certifies the matters set out in Part 6 of the Land Title Act as they pertain to the execution of this instrument.

..

If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
If space insufficient, continue executions on additional page(s) in Form D.

Lb1121967:1

LAND TITLE ACT
FORM ESCHEDULE

Page 5

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE
FREEHOLD TRANSFER FORM OR GENERAL DOCUMENT FORM.

NATURE OF INTEREST:

Description:	Document Reference:	Registered Owner:
9 Easement over part of Lot 1 as shown on Plan LMP <u>46176</u>	Pages 7 to 9 Paragraphs 1 to 7	Lot 2 Sec 16, 20 and 21 Tp 39 NWD Plan LMP <u>46175</u>
10 Section 219 Covenant	Pages 9 and 10 Paragraphs 8 to 17	Transferee
11 Priority Agreement granting Easement <u>BP124509</u> and Section 219 Covenant <u>BP124510</u> priority over Mortgage BM221523	Page 11	Transferee
12 Priority Agreement granting Easement <u>BP124509</u> and Section 219 Covenant <u>BP124510</u> priority over Mortgage BM348219	Page 12	Transferee

Lib1:122077:1

Page 6

TERMS OF INSTRUMENT - PART 2

EASEMENT WITH SECTION 219 COVENANT

(Septic Field)

THIS AGREEMENT made the 10th day of May, 2000.

BETWEEN:

ELMER BARRIE IHAKSI, Businessman, and
JENNIFER MARY IHAKSI, Businesswoman,
both of 2571 East Road, Anmore, British Columbia V3H 3C8

(the "Grantors")

OF THE FIRST PART

AND:

ELMER BARRIE IHAKSI, Businessman, and
JENNIFER MARY IHAKSI, Businesswoman,
both of 2571 East Road, Anmore, British Columbia V3H 3C8

(the "Grantees")

OF THE SECOND PART

AND:

VILLAGE OF ANMORE,
of 2697 Sunnyside Road, Anmore, British Columbia V3H 3C8

(the "Municipality")

OF THE THIRD PART

WHEREAS:

A. The Grantors are the registered owners of those lands and premises in the Village of Anmore, Sunnyside Improvement District, more particularly described as:

Lot 1
Sections 16, 20 and 21
Township 39
New Westminster District
Plan LMP 46175

(the "Grantors' Lands");

B. The Grantees are the registered owners of those lands and premises in the Village of Anmore, Sunnyside Improvement District, more particularly described as:

Lot 2
Sections 16, 20 and 21
Township 39
New Westminster District
Plan LMP 46175

(the "Grantees' Lands");

C. By the provisions of Section 219 of the *Land Title Act*, R.S.B.C. 1996, Chapter 250 and amendments thereto, there may be registered as annexed to any land, conditions or covenants in favour of the Municipality that the land, or any portion thereof, is not to be built upon or is to be used or not to be used in a particular manner.

D. A septic field system (the "Septic Field") has been constructed on portions of the Grantors' Lands.

E. The Grantors desire to grant an easement of the Septic Field for the purpose of permitting effluents from the Grantees' Lands to flow into the Septic Field contained within the Easement Area (as hereinafter defined).

NOW THEREFORE in consideration of the premises herein and of the mutual covenants and agreements hereinafter set forth and contained herein and \$1.00 now paid to the Grantors by the Grantees (the receipt of which is hereby acknowledged), the parties agree as follows:

1. The Easement Area is defined as that portion of Lot 1 shown in heavy dark outline on Explanatory Plan LMP 46176 attached hereto as Schedule A covering an area of 85.3 square metres.

2. Subject to paragraph 7, the Grantors, as owners of the Servient Tenement Lot (as hereinafter defined), do hereby grant in favour of the Grantees, as owners of the Dominant Tenement Lot (as hereinafter defined) the non-exclusive full, free and unrestricted right, liberty and easement for the purpose of allowing the flow of effluents under and through the portions of the Grantors' Lands contained within the Easement Area and for the Grantees, their heirs, executors, administrators, successors and assigns, and their respective guests, lessees, employees, servants, agents, workmen, invitees and licensees or others, at all times, to repair, maintain, replace or renew any of the Works relating to the Septic Field contained within the Easement Area. "Dominant Tenement" shall mean that lot, as real property, for which the benefit of the aforesaid right is hereby granted. "Servient Tenement" shall mean that lot, as real property, in, over and upon which the aforesaid right is granted. For the purposes of this grant of Easement Area, the Servient Tenement Lot and the Dominant Tenement Lot are as follows:

Servient Tenement Lot

Dominant Tenement Lot

Lot 1

In favour of Lot 2.

3. The Grantors covenant with the Grantees and the Municipality:
- (a) That no building, structure, foundation, excavation, well or pile of material shall be made, placed, erected or maintained on any portion of the Easement Area, with the exception of appropriate landscaping;
 - (b) That no residence shall be made, placed, erected or maintained within the Easement Area;
 - (c) That the Grantors shall not do or knowingly permit to be done any act or thing which will interfere with the purpose of this easement;
 - (d) That the Grantors will, as far as reasonably necessary, carry out or cause to be carried out the maintenance, repair, cleaning, renewal, replacement and/or otherwise servicing of the Septic Field located on or under the Easement Area in a proper workmanlike manner;
 - (e) That the Grantors will repair any damage to the Easement Area occasioned by their use of the easement.
4. The Grantors and the Grantees hereby covenant and agree with the other to save harmless and indemnify the other from any breach of default of any covenant hereunder occurring before their respective rights and interests in the Grantors' Lands and the Grantees' Lands are transferred.

5. It is mutually understood and agreed by and between the parties hereto that this Agreement and the covenants herein contained shall be construed as running with the Grantors' Lands and the Grantees' Lands.

6. Notwithstanding anything contained in this Agreement, the parties agree to execute a discharge of this Easement and Section 219 Covenant as soon as deemed practical upon construction of a new residential building on the Grantees' Lands.

7. Notwithstanding anything contained herein, the Grantees covenant to decommission the Septic Field situate upon the Grantors' Lands as soon as deemed practical upon construction of a new residential building on the Grantees' Lands and, in any event, not later than two years following the granting of subdivision approval by the Municipality.

8. By the provisions of Section 219 of the *Land Title Act*, R.S.B.C. 1996, Chapter 250 and amendments thereto, there may be registered as annexed to any land, conditions or covenants in favour of the Municipality that the land, or any portion thereof, is not to be built upon or is to be used or not to be used in a particular manner.

NOW THEREFORE the Grantors for themselves, their heirs, executors, administrators, successors and assigns hereby covenant, promise and agree, pursuant to Section 219 of the *Land Title Act* (being the Intention of the parties that the covenants herein contained shall be annexed to the Servient Tenement Lot), that the Grantors will not use any portion of the Easement Area or allow the Servient Tenement Lot to be used for any purpose which would detract from or interfere with the function of the flow of effluents to the Septic Field.

9. The Grantors and Grantees hereby covenant and agree with the Municipality that the Municipality is not required or is under no obligation in law or equity to prosecute or enforce this Agreement in any way whatsoever.

10. The Grantors and Grantees hereby release, indemnify and save harmless the Municipality, its elected and appointed officials, employees and agents from and against any and all liability, actions, causes of action, claims, damages, expenses, costs, debts, demands or losses suffered or incurred by the Municipality arising from the granting or existence of this Agreement, from the performance by the Grantors and the Grantees of this Agreement or any default of the Grantors and the Grantees under or in respect of this Agreement.

11. It is further agreed by the Grantees with the Municipality that should the Grantees, as owners of the Grantees' Lands, fail to decommission the Septic Field

within two years following the granting of subdivision approval by the Municipality, the Municipality in such case may and is hereby authorized to perform the necessary works in order to decommission the Septic Field and such works shall be performed at the sole expense of the Grantees, and the Municipality shall be at liberty to recover the costs thereof from any bonds, cash or cash equivalent held as security by the Municipality. The Grantees and Grantors further covenant and agree that any authorized agents or employees of the Municipality may enter upon the Grantors' Lands for the purpose of effecting such works.

12. The Grantors and Grantees shall not be liable under any of the covenants and agreements contained herein where such liability arises by reason of an act or omission occurring after the Grantors or the Grantees, as the case may be, cease to have any further interest in the Servient Tenement Lot or the Dominant Tenement Lot.

13. It is understood and agreed that nothing herein contained shall be interpreted so as to restrict or prevent the Grantors from using the Easement Area in any manner which does not interfere with the unobstructed flow of effluents to the Septic Field.

14. The Grantors and Grantees hereby covenant and agree with each other to obtain from any prospective purchaser, leaseholder, tenant or other transferee of the Grantors' Lands and the Grantees' Lands referred to herein, an agreement to be bound by the terms of this Agreement.

15. The parties agree that this Agreement may only be modified or discharged with the consent of the Municipality pursuant to the provisions of Section 219(9) of the *Land Title Act*.

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

17. The parties hereto covenant and agree that they will do and execute such further acts and deeds and give such further assurances as may be reasonably necessary to implement the true meaning of this Agreement.

Page 11

CONSENT

MEMORANDUM AS TO ENCUMBRANCES, LIENS AND INTEREST

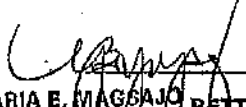
MORTGAGE BM221523 IN FAVOUR OF ROYAL BANK OF CANADA ALL AS
DESCRIBED IN ITEM 3 ON PAGE 1 HEREOF


In consideration of \$1.00 now paid to the undersigned by the Municipality (the receipt and sufficiency of which is hereby acknowledged), the undersigned, being the holder of the encumbrance or entitled to the lien or interest referred to in the memorandum above written, hereby consents to the registration of the within covenant and agrees that the same shall be an encumbrance upon the lands prior to the above-noted Mortgage in the same manner and to the same effect as if the within Agreement had been dated and registered prior to the said Mortgage.

Officer's Signature

Execution Date

Transferor(s) Signature(s)


MARIA E. MAGDALO
 A Commissioner for taking
 affidavits for British Columbia
 1488 W. Broadway
 Vancouver, B.C. V6H 1H6



BETTY E. SHAM
 A Commissioner for taking
 affidavits for British Columbia
 1488 W. Broadway
 Vancouver, B.C. V6H 1H6

Y	M	D
00	05	11

**THE ROYAL BANK OF
CANADA**, by its authorized
signatory (ies)



Name: **WENDY DHILLON**
LIAISON OFFICER



Name: **EVELYN MOLDOWN**
LIAISON OFFICER

(as to both signatures)

OFFICER CERTIFICATION:

Your signatory constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act R.S.B.C. 1986 c. 124 to take affidavits for use in British Columbia and certifies the matters set out in Part 6 of the Land Title Act as they pertain to the execution of this instrument.

** If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
 If space insufficient, continue executions on additional page(s) in Form D.

Lb1:121934:1

Page 12

CONSENT

MEMORANDUM AS TO ENCUMBRANCES, LIENS AND INTEREST

MORTGAGE BM346219 IN FAVOUR OF ROYAL BANK OF CANADA ALL AS
DESCRIBED IN ITEM 3 ON PAGE 1 HEREOF

In consideration of \$1.00 now paid to the undersigned by the Municipality (the receipt and sufficiency of which is hereby acknowledged), the undersigned, being the holder of the encumbrance or entitled to the lien or interest referred to in the memorandum above written, hereby consents to the registration of the within covenant and agrees that the same shall be an encumbrance upon the lands prior to the above-noted Mortgage in the same manner and to the same effect as if the within Agreement had been dated and registered prior to the said Mortgage.

Officer's Signature

[Signature]
MARIA E. MASSARO
A Commissioner for taking
affidavits for British Columbia
1489 W. Broadway
Vancouver, B.C. V6H 1H6

[Signature]
DETTYE BRAM
A Commissioner for taking
affidavits for British Columbia
1489 W. Broadway
Vancouver, B.C. V6H 1H6

Execution Date

Y	M	D
00	05	11

Transferor(s) Signature(s)

THE ROYAL BANK OF
CANADA, by its authorized
signatory (ies)

[Signature]

Name: WENDY DHILLON
LIAISON OFFICER

[Signature]

Name: EVELYN MOLDOWIN
LIAISON OFFICER

(as to both signatures)

OFFICER CERTIFICATION:

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** If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
If space insufficient, continue executions on additional page(s) in Form D.

Lib1121983:1

CANNOT BUILD IN LOT WITHOUT SEPTIC APPROVAL

Attachment 4

Status: Registered

Doc #: BP124517

RCVD: 2000-05-30 RQST: 2016-07-13 10:55:59

LAND TITLE ACT
FORM C
(Section 233)

00 MAY 30 14 30

BP124518

Province of
British Columbia

LAND TITLE OFFICE
NEW WESTMINSTER

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

PAGE 1 of 9 pages

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

Terence G. Stewart, EDWARDS, KENNY & BRAY, Barristers and Solicitors, 1900 - 1040 West Georgia Street, Vancouver, British Columbia, V6E 4H3, 689-1811 (Client Number: 010430)

Solicitor or Authorized Agent

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:*

(PID)

No PID Number

(Legal Description)

Lot 2 Sec 16, 20 and 21 Tp 39 NWD Plan LMP 46175

3. NATURE OF INTEREST:*

DESCRIPTION

DOCUMENT
REFERENCE
(page and paragraph)

PERSON ENTITLED TO
INTEREST

Section 219 Covenant

Pages 8 and 7

Transferee

Priority Agreement granting

Page 8

Transferee

Section 219 Covenant

BP124517 priority over
Mortgage BM221523

Priority Agreement granting

Page 9

On Transfer Charge 14:33:24 01 NW 213497

Section 219 Covenant

BP124517 priority over
Mortgage BM346219

9/10

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

(a) Filed Standard Charge Terms

☐ D.F. Number

(b) Express Charge Terms

☒ Annexed as Part 2

(c) Release

☐ There is no part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S):*

ELMER BARRIE IHAKSI and JENNIFER MARY IHAKSI

6. TRANSFEE(S): (including occupation(s), postal address(es) and postal code(s))*

VILLAGE OF ANMORE, of 2897 Sunnyside Road, Anmore, British Columbia V3H 3C8 (Section 219 Covenant)

ROYAL BANK OF CANADA, a Chartered Bank, having a branch office at 2nd Floor - 1489 West Broadway, Vancouver, British Columbia V6H 1H6 (Priority Agreement)

ROYAL BANK OF CANADA, a Chartered Bank, having a branch office at 1002 Como Lake Road, Coquitlam, British Columbia V3J 3R3 (Priority Agreement)

Section 219 Covenant (On-Site Sewage Disposal System)

7. ADDITIONAL OR MODIFIED TERMS:
N/A

Page 2

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

Officer's Signature

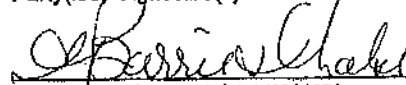


TERENCE G. STEWART
Barrister & Solicitor
1900 - 1040 W. GEORGIA ST.
VANCOUVER, B.C. V6E 4H3
(604) 688-1811

Execution Date

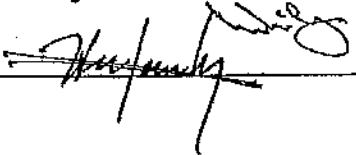
Y	M	D
00	05	10

Party(ies) Signature(s)

Name: **ELMER BARRIE IHAKSI**Name: **JENNIFER MARY IHAKSI**

(as to both signatures)

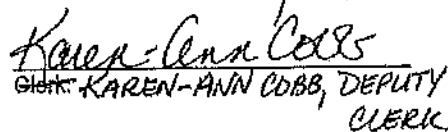
Officer's Signature



MOIRA A. MCGREGOR
Administrator - Belcarra
4054 Bedwell Bay Road
Belcarra, BC V3H 4P8

Execution Date

Y	M	D
00	05	17

VILLAGE OF ANMORE, by its
authorized signatory (ies)Name: **HAROLD WEINBERG, MAYOR**Name: **KAREN-ANN COBB, DEPUTY
CLERK**

(as to the Signatory/ies) (as to the
Affidavits in the
Province of BC)

OFFICER CERTIFICATION:

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

^{**} If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
If space insufficient, continue executions on additional page(s) in Form D.

Lib1:1221361

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Page 3

Officer's Signature

[Signature]
MARIA E. MAGSAJO
 A Commissioner for taking
 affidavits for British Columbia
 1489 W. Broadway
 Vancouver, B.C. V6H 1H6

[Signature]
BETTY E. SHAM
 A Commissioner for taking
 affidavits for British Columbia
 1489 W. Broadway
 Vancouver, B.C. V6H 1H6

(as to both signatures)

Execution Date

Y	M	D
00	05	11

Transferor(s) Signature(s)

**THE ROYAL BANK OF CANADA, by
 its authorized signatory (ies)**

[Signature]

Name:

WENDY DHILLON
 LIAISON OFFICER

[Signature]

Name:

EVELYN MOLDOWIN
 LIAISON OFFICER

OFFICER CERTIFICATION:

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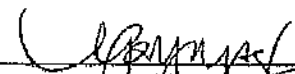
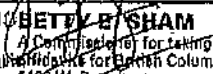
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LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Page 4

Officer's Signature


MARIA E. MACSAJ 
A Commissioner for taking Affidavits for British Columbia
1489 W. Broadway
Vancouver, B.C. V6H 1H8


Execution Date

Y	M	D
00	05	11

Transferor(s) Signature(s)

THE ROYAL BANK OF CANADA, by
its authorized signatory (ies)

Name:

WENDY DHILLON
LIAISON OFFICER

Name:

EVELYN MOLDOWIN
LIAISON OFFICER

(as to both signatures)

OFFICER CERTIFICATION:

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**

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Lib1:121967:1

Page 5

TERMS OF INSTRUMENT - PART 2

SECTION 219 COVENANT

(On-Site Sewage Disposal System)

THIS AGREEMENT made the 10th day of May, 2000.

BETWEEN:

ELMER BARRIE IHAKSI, Businessman, and
JENNIFER MARY IHAKSI, Businesswoman,
both of 2571 East Road, Anmore, British Columbia V3H 3C8

(the "Developers")

OF THE FIRST PART

AND:

VILLAGE OF ANMORE,
of 2697 Sunnyside Road, Anmore, British Columbia V3H 3C8

(the "Municipality")

OF THE SECOND PART

WHEREAS:

A. The Developers are the owners of those lands and premises in the Village of Anmore, Sunnyside Improvement District, more particularly described as:

Lot 2
Sections 16, 20 and 21
New Westminster District
Township 39
Plan LMP 46175

(the "Lands");

Page 6

B. By the provisions of Section 219 of the *Land Title Act*, R.S.B.C. 1996, Chapter 250 and amendments thereto (the "*Land Title Act*"), there may be registered as annexed to any land, conditions or covenants in favour of the Municipality that the land, or any portion thereof, is not to be built upon or is to be used or not to be used in a particular manner.

C. The Lands are not serviced by a municipal sanitary sewer system and the Lands have not received approval from the Simon Fraser Health Unit for the installation of an on-site sewage disposal system;

D. An assessment of whether or not the Lands will meet the requirements of the Simon Fraser Health Unit for an on-site sewage disposal system has not been made.

NOW THEREFORE in consideration of the premises herein and of the mutual covenants and agreements hereinafter set forth and contained herein and \$1.00 now paid to the Developers by the Municipality (the receipt of which is hereby acknowledged), the parties agree as follows:

1. THE DEVELOPERS COVENANT with the Municipality that:
 - (a) No building or structure designed or intended for human occupancy shall be constructed or placed upon the Lands and no application for a building permit to do so shall be submitted to the Municipality until:
 - (i) the Lands have been provided with sanitary sewer service; or
 - (ii) approval for the installation of a sewage disposal system on the Lands has been granted by the Simon Fraser Health Unit;
 - (b) The Developers release and shall indemnify and save harmless the Municipality, and its elected and appointed officials, employees and agents from and against all costs, expenses, losses, damages, claims, demands, actions, causes or action and liabilities by whomever incurred, suffered, brought or made, and however arising, whether directly or indirectly out of the issuance of subdivision approval of the Lands, the refusal to issue a building permit in respect of the Lands, or any portion of the Lands, due to lack of adequate sanitary sewer treatment or disposal services for the Lands, or the inability of the Lands to be serviced by a sewer, and any consequential inability to build on or use the Lands;

- (c) The Developers shall reimburse the Municipality, upon delivery of this Agreement, for its legal and administrative costs incurred in the preparation of this Agreement.
2. IT IS MUTUALLY AGREED between the parties that:
- (a) Nothing contained or implied in this Agreement shall prejudice or affect the rights and powers of the Municipality in the exercise of its functions under any public and private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands, as if this Agreement had not been executed and delivered by the Developers;
 - (b) The covenants set forth in this Agreement shall charge the Lands, pursuant to Section 219 of the *Land Title Act*, and shall be covenants the burden of which shall run with the Lands;
 - (c) The Developers shall, at their expense, do or cause to be done all acts reasonably necessary to grant priority to this Agreement over all charges and encumbrancers which may have been registered against the title to the Lands in the New Westminster Land Title Office, except those specifically approved in writing by the Municipality or in favour of the Municipality;
 - (d) Wherever the singular is used in this Agreement, it shall be construed as meaning the plural, where the context or the parties so require; and
 - (e) The parties to this Agreement shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.

Page 8

CONSENT

MEMORANDUM AS TO ENCUMBRANCES, LIENS AND INTEREST


MORTGAGE BM221623 IN FAVOUR OF ROYAL BANK OF CANADA ALL AS
DESCRIBED IN ITEM 3 ON PAGE 1 HEREOF

In consideration of \$1.00 now paid to the undersigned by the Municipality (the receipt and sufficiency of which is hereby acknowledged), the undersigned, being the holder of the encumbrance or entitled to the lien or interest referred to in the memorandum above written, hereby consents to the registration of the within covenant and agrees that the same shall be an encumbrance upon the lands prior to the above-noted Mortgage in the same manner and to the same effect as if the within Agreement had been dated and registered prior to the said Mortgage.

Officer's Signature

Execution Date

Transferor(s) Signature(s)


MARIA E. MACSAJO
 A Commissioner for taking
 affidavits for British Columbia
 1489 W. Broadway
 Vancouver, B.C. V6H 1H6

BETTY E. SHAM
 A Commissioner for taking
 affidavits for British Columbia
 1489 W. Broadway
 Vancouver, B.C. V6H 1H6

Y	M	D
00	05	11

**THE ROYAL BANK OF
CANADA**, by its authorized
signatory (ies)



Name: **WENDY DHILLON**
LIAISON OFFICER



Name: **EVELYN MOLDOWIN**
LIAISON OFFICER

(as to both signatures)

OFFICER CERTIFICATION:

Your signatory constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1995 c. 124 to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.
 ** If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
 If space insufficient, continue executions on additional page(s) in Form D.

Lib1:121934:1

Page 9

CONSENT

MEMORANDUM AS TO ENCUMBRANCES, LIENS AND INTEREST


MORTGAGE BM346218 IN FAVOUR OF ROYAL BANK OF CANADA ALL AS
DESCRIBED IN ITEM 3 ON PAGE 1 HEREOF

In consideration of \$1.00 now paid to the undersigned by the Municipality (the receipt and sufficiency of which is hereby acknowledged), the undersigned, being the holder of the encumbrance or entitled to the lien or interest referred to in the memorandum above written, hereby consents to the registration of the within covenant and agrees that the same shall be an encumbrance upon the lands prior to the above-noted Mortgage in the same manner and to the same effect as if the within Agreement had been dated and registered prior to the said Mortgage.

Officer's Signature

Execution Date

Transferor(s) Signature(s)


MARIA E. MAGGIANO
A Commissioner for taking
affidavits for British Columbia
1489 W. Broadway
Vancouver, B.C. V6H 1H6

BETTY G. SHAM

A Commissioner for taking

affidavits for British Columbia

1489 W. Broadway


Vancouver, B.C. V6H 1H6

Y	M	D
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THE ROYAL BANK OF
CANADA, by its authorized
signatory (ies)



Name:

WENDY DHILLO
LIAISON OFFICER

Name:

EVELYN MOLDOWIN
LIAISON OFFICER

(as to both signatures)

OFFICER CERTIFICATION:

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

** If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
If space insufficient, continue executions on additional page(s) in Form D.

END OF DOCUMENT

Lib1:121983:1

septic approval required prior to building.

Attachment 5

Status: Registered

Doc #: BP296276

RCVD: 2000-12-08 RQST: 2016-07-13 10:55:59

10 39

BP296276

00 DEC -8 10 39

BP296277

LAND TITLE ACT
FORM C
(Section 219.81)
Province of
British Columbia

NEW WESTMINSTER

Page 1 of 7

GENERAL INSTRUMENT - PART I (This area for Land Title Office use)

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

Karen-Ann Cobb
c/o Village of Anmore
2697 Sunnyside Road,
Anmore, BC, V3H 5G9

DYE & DURHAM CLIENT No. 11061

Karen-Ann Cobb, Deputy Clerk

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*

(PID)
024-790-231

(Legal Description)
Lot 2 Sections 16, 20 and 21 Township 39 New Westminster District
Plan LMP46175

3. NATURE OF INTEREST:*

Description	Document Reference (page and paragraph)	Person Entitled to Interest	
Section 219 Covenant Priority Agreement granting Over Westminster Savings Credit Union Mortgage No. BP260725	Page 3 - 6 Page 7	02 00/12/08 10:38:31 01 LH TENNISSEE	252516 \$110.00

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

- (a) File Standard Charge Terms ☐ D.F. No.
(b) Express Charge Terms ☒ Annexed as Part 2
(c) Release ☐ There is no Part 2 of this instrument

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

If (c) is selected, the charge described in item 3 is released or discharged as a charge on the land described in item 2.

5. TRANSFEROR(S):* JEFFREY PAUL HENNIG, Businessman, 3565 Main Street, Belcarra, B.C. V3H 3C8 and WESTMINSTER SAVINGS CREDIT UNION (as to priority)

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

The VILLAGE OF ANMORE, 2697 Sunnyside Road, Anmore, B.C. V3H 5G9 and HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as Represented by the Ministry of Health, Parliament Buildings, Victoria, BC V8V 1X5.

7. ADDITIONAL OR MODIFIED TERMS:*

NONE

LAND TITLE ACT

Page 2 of 7

FORM C (Continued)

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

EXECUTION DATE

Officer Signature(s)

DAVID L. GREENBANK
 Barrister & Solicitor
 Shaughnessy Station
 #6215 2850 Shaughnessy Street
 Port Coquitlam, B.C. V3C 6K3
 Phone 941-6215 Fax 941-6207

KAREN-ANN COBB
 Deputy Clerk - Anmore
 2697 Sunnyside Rd.
 Anmore, B.C. V3H 3C8

Karen Ann Cobb
 A Commissioner for Taking Affidavits
 in the Province of British Columbia

KAREN-ANN COBB
 Deputy Clerk - Anmore
 2697 Sunnyside Rd.
 Anmore, B.C. V3H 3C8

Karen Ann Cobb
 A Commissioner for Taking Affidavits
 in the Province of British Columbia

(as to both signatures)

PHILIP J. DADSON
 Barrister & Solicitor
 1542 Prairie Avenue
 Port Coquitlam, B.C. V3B 1T4

Y	M	D
00	11	22
00	12	04
00	12	04
00	11	23

Party(ies) Signature

Jeffrey Paul Hennig
JEFFREY PAUL HENNIG

**HER MAJESTY THE QUEEN
 IN RIGHT OF THE
 PROVINCE OF BRITISH
 COLUMBIA** as Represented by
 the Minister of Health by Her
 Authorized Signatory

Kenneth Shaw
KENNETH SHAW
 ENVIRONMENTAL OFFICER

VILLAGE OF ANMORE

Harold Weinberg
HAROLD WEINBERG
 MAYOR

Howard Carley
HOWARD CARLEY
 CLERK

**WESTMINSTER SAVINGS
 CREDIT UNION**

Name: *D. Harrison*

Name: *Sue Anderson*
SUE ANDERSON

OFFICER CERTIFICATION:

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

*If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

**If space insufficient, continue executions on additional page(s) in Form D.

Page 3 of 7

**TERMS OF INSTRUMENT PART 2
COVENANT
(SECTION 219 LAND TITLE ACT)**

THIS AGREEMENT made the ____ day of _____ 2000;

BETWEEN:

JEFFREY PAUL HENNIG, Businessman of
3565 Main Street, in the Village of Belcarra
in the Province of British Columbia, V3H 3C8

(hereinafter called the "Owner")

AND:

THE VILLAGE OF ANMORE, a Municipal Corporation
Incorporated under the Local Government Act, R.S.B.C. 1996, c. 323
and having an address at 2697 Sunnyside Road,
Anmore, British Columbia, V3H 5G9

(hereinafter called the "Municipality")

AND:

**HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF BRITISH COLUMBIA**, as
Represented by the Ministry of Health, Parliament
Buildings, Victoria, British Columbia, V8V 1X5

(hereinafter called the "Province")

WHEREAS:

- A.** The Owner is the registered owner of or has an equity of redemption in that parcel of land and premises situate in the Municipality of Anmore, in the Province of British Columbia, and described as:

Lot 2, Sections 16, 20 and 21, Township 39,
New Westminster District
Plan LMP46175
PID# 024-790-231

(hereinafter called the "said lands")

- B.** Section 219 of the Land Title Act provides, inter alia, that a covenant, whether of a negative or positive nature, in respect of the use of land or the use of a building on or to be erected on land, that land is or is not to be built on or that land is not to be subdivided except in accordance with the covenant, in favour of a Municipality or the Crown, may be registered as a charge against the title to that land.

NOW THEREFORE THIS AGREEMENT WITNESSETH that pursuant to Section 219 of the Land Title Act, and in consideration of the premises and the mutual covenants and agreements contained herein and the sum of One Dollar (\$1.00) now paid to the Owner by the Municipality (the receipt and sufficiency whereof is hereby acknowledged), the parties hereto covenant and agree each with the other as follows:

1. **THE OWNER COVENANTS AND AGREES** with the Municipality and the Province that:

- (a) the said lands and any building or structures erected or placed on or to be erected or placed on the said lands shall be used only for the following purpose(s):
- Single Family Residential (Accessory Suites are not permitted);
- (b) no new building or structure shall be constructed or located on the said lands; and no existing building or structure shall be used for any purposes described in Paragraph 1 (a) until a Private Innovative Sewage Disposal System (the "system") has been installed on the said lands and approved to operate as permitted by the Province; except that where the Municipal Inspector determines that the system cannot be installed prior to construction of a building, the Owner may construct on the said lands to the extent permitted by the Municipal Inspector, but only if the Owner installs the system prior to the framing of any construction.
- (c) the Owner has received a copy of "Anmore Private Innovative Sewage Disposal System Regulation Bylaw No. 158-1995," understands the contents and his obligations and agrees to abide with them;
- (d) the Owner shall immediately advise the Building Municipal Inspector (the "Municipal Inspector") if he believes his system is not operating in accordance with the terms and conditions of the permit, or is otherwise malfunctioning or defective;
- (e) the Owner shall maintain and repair the system in accordance with the conditions imposed by the Province and in accordance with the Health Act and the Sewage Disposal Regulation;
- (f) if, required to cease the discharge of effluent into the Innovative System, the Owner, at his sole expense, shall immediately:
- (i) connect to a Sanitary Sewer if available;
 - (ii) install an alternative Sewage Disposal System if permitted by the Province, or
 - (iii) if both (i) and (ii) are not possible, make application to the Local Health Authority for a pump and haul permit for sewage effluent to an approved Off-Site Disposal System or Plant;
 - (iv) if the Local Health Unit approves a pump and haul permit, it shall be in accordance with Schedule "B" and Schedule "F" attached to and forming of this bylaw;
 - (v) if, in the opinion of the Local Health Unit (lii) is not approved, the owner shall not continue to discharge effluent into the Innovative System.
- (g) he will indemnify and save harmless the Municipality and the Province and their servants and agents against all losses, damages, costs, and expenses, including fees of Solicitors and other Professional Advisors, arising out of any breach, violation or non-performance of any term, condition, covenant, or other provision of this Agreement;
- (h) the Owner will, at the expense of the Owner, do or cause to be done all acts reasonably necessary to grant priority to this Agreement over all charges and encumbrances which may have been registered against the title to the said lands in the Lower Mainland Land Title Office save and except those specifically approved in writing by the Municipality and the Province or in favour of the Municipality and the Province; and
- (i) the Owner will pay to the Municipality, prior to the execution of this Agreement, the legal fees incurred by the Municipality in the preparation of this Agreement.

2. **IT IS MUTUALLY UNDERSTOOD**, agreed and declared by and between the parties hereto that:

- (a) no term, condition, covenant or other provision of this Agreement will be considered to have been waived by the Municipality and the Province unless the waiver is expressed in writing by the Municipality and the Province;

- (b) any waiver by the Municipality and the Province of any term, condition, covenant or other provision of this Agreement or any waiver by the Municipality and the Province of any breach, violation or non-performance of any term, condition, covenant or other provision of this Agreement does not constitute and will not be construed as a waiver of any further or other term, condition, covenant or other provision of this Agreement or any further or other breach, violation or non-performance of any term, condition, covenant or other provision of this Agreement;
 - (c) this Agreement will be interpreted according to the laws of the Province of British Columbia;
 - (d) where there is a reference to an enactment in this Agreement, the reference will include any subsequent enactment of the Province of British Columbia of like effect and all enactments referred to are enactment's of the Province of British Columbia;
 - (e) If any part of this Agreement is found to be illegal or unenforceable, that part will be considered separate and severable and the remaining parts will not be affected thereby and will be enforceable to the fullest extent permitted by law;
 - (f) this Agreement will not be modified or discharged except in accordance with the provisions of Section 219 (9) of the Land Title Act;
 - (g) nothing contained or implied herein shall prejudice or affect the rights and powers of the Municipality or the Province in the exercise of its functions under any public and private statutes, bylaws, orders and regulations, or in equity, all of which may be fully and effectively exercised in relation to the said lands as if this Agreement had not been executed and delivered by the Owner;
 - (h) the covenants set forth herein shall charge the said lands pursuant to Section 219 of the Land Title Act and shall be covenants the burden of which shall run with the said lands. It is further expressly agreed that the benefit of all covenants made by the Owner herein shall accrue solely to the Municipality and the Province of British Columbia and that this Agreement may be modified by agreement of the Municipality and the Province with the Owner, or discharged by the Municipality and the Province, pursuant to the provisions of Section 219 (9) of the Land Title Act;
 - (i) wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or the body corporate or politic where the context or the parties so require and, where the Owner consists of more than one person, the term "Owner" shall mean all such persons jointly and severally;
 - (j) this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns;
 - (k) the parties hereto shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement; and
 - (l) As evidence of their agreement to be bound by the terms of this instrument, the parties hereto have executed the Land Title Office Form C.
3. The Owner indemnifies, save harmless, releases and forever discharges the Village from and against any and all manner of actions, causes of actions, claims, debts, suits, demands and promises whatsoever at law or equity, whether known or unknown, which the Owner now has or at law or equity, whether known or unknown which the Owner now has or may at any time by reason of, the permission to encroach granted hereby, including, but without restricting the generality of the foregoing, a claim for loss or injury to persons or to property due to the Owner's negligence or to the Owner's failure to comply with Village bylaws or with any provision of this Agreement and as security for the obligations of the Owner;

Page 6 of 7

- (i) Immediately upon execution of this Agreement, the Owner shall effect and keep in force during continuance of this Agreement, comprehensive public liability insurance in form satisfactory to the Village with insurers satisfactory to the Village protecting the Village and the Owner (without and rights of cross-claim) or subrogation against the Village) in a form and amount not less than \$2,000,000 per occurrence and the Owner further acknowledges and agrees that the Village may at any time, in its sole discretion, increase the amount of insurance required as the Village sees fit during the term of this Agreement, which the Owner shall proceed to obtain forthwith; and
- (ii) the Owner shall pay all premiums and monies necessary to maintain all policies of insurance required to be maintained by the Owner as the same become due, provided that if the Owner defaults in payment of any premiums or sums of money, the Village may pay the same and the amount will be added to the property taxes of the Owner.

ACKNOWLEDGEMENT OF HIGHWAY:

- 4. This Agreement will not in any way restrict the right of Village servants or agents to enter into and upon the Lands Encroachment Area or Works at any and all times.

GRANT OF PRIORITY

GIVEN THAT:

- A. The Owner (as defined in the Section 219 Covenant to which this Agreement is attached) ("Covenant") is the registered owner of the Lands (as defined in the Covenant);
- B. The Owner granted the WESTMINSTER SAVINGS CREDIT UNION ("Prior Chargeholder") a mortgage which is registered against the title to the Lands in the Vancouver/New Westminster Land Title Office ("LTO") under number BP260725 ("Prior Charge");
- C. By the Covenant, the Owners granted to the Village of Anmore and the Ministry of Health (as defined in the Covenant) ("Subsequent Chargeholder") the covenants that are described in the Covenant ("Subsequent Charge"); and
- D. Section 207 of the *Land Title Act* permits the Prior Chargeholder to grant priority over a charge to a subsequent chargeholder.

This Priority Agreement is evidence that in consideration of One Dollar (\$1.00) paid by the Subsequent Chargeholder to the Prior Chargeholder (the receipt and sufficiency of which are hereby acknowledged) the Prior Chargeholder grants to the Subsequent Chargeholder priority over the Prior Charge and the Prior Chargeholder covenants and agrees to subordinate and postpone all its right, title and interest in and to the Lands with the intent and with the effect that the interests of the Subsequent Chargeholder in and under the Subsequent Charge are the same as if the Subsequent Charge had been executed, delivered and registered against the title to the Lands before registration of the Prior Charge.

As evidence of their agreement to be bound jointly and severally by the above terms of this Priority Agreement, the parties described in this Priority Agreement as the Prior Chargeholder each have executed and delivered Part 1 of the *Land Title Act* Form C to which this Priority Agreement is attached and which forms part of this Priority Agreement.

END OF DOCUMENT

DRIVEWAY OVER POND

Doc # BP124515

RCVD: 2000-05-30 RQST: 2016-07-11 13:49:29

LAND TITLE ACT

FORM C

(Section 233)

00 MAY 30 14 29

BP124515

Province of
British ColumbiaLAND TITLE OFFICE
NEW WESTMINSTER/ABORIGINAL

BP124516

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

PAGE 1 of 9 pages

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

Terence G. Stewart, EDWARDS, KENNY & BRAY, Barristers and Solicitors, 1900 - 1040 West Georgia Street, Vancouver, British Columbia, V6E 4H3; 689-1811 (Client Number: 010430)

Solicitor of Authorized Agent

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:*

(PID)

No PID Numbers

(Legal Description)

Lots 1 and 2 Sec 16, 20 and 21 Tp 39 NWD Plan LMP 46175

3. NATURE OF INTEREST:*

DESCRIPTION

DOCUMENT
REFERENCE
(page and paragraph)PERSON ENTITLED TO
INTEREST

Section 219 Covenant

Pages 6 and 7
Paragraphs 1 to 11

Transferee

Priority Agreement granting
Section 219 Covenant
BP124515 priority over
Mortgage BM221523

Page 8

Transferee

Priority Agreement granting
Section 219 Covenant
BP124515 priority over
Mortgage BM346219

Page 9

Transferee

02 00/05/30 1413246 01 NW 213497
CHARGE 446.00

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

(a) Filed Standard Charge Terms

☐ D.F. Number

(b) Express Charge Terms

☒ Annexed as Part 2

(c) Release

☐ There is no part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in item 3 is released or discharged as a charge on the land described in item 2.

TRANSFEROR(S):*

ELMER BARRIE IHAKSI and JENNIFER MARY IHAKSI

6. TRANSFEE(S): (including occupation(s), postal address(es) and postal code(s))*

VILLAGE OF ANMORE, of 2897 Sunnyside Road, Anmore, British Columbia V3H 3C8 (Section 219 Covenant)

ROYAL BANK OF CANADA, a Chartered Bank, having a branch office at 2nd Floor - 1489 West Broadway, Vancouver, British Columbia V6H 1H6 (Priority Agreement)

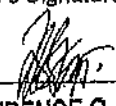
ROYAL BANK OF CANADA, a Chartered Bank, having a branch office at 1862 Como Lake Road, Coquitlam, British Columbia V3J 3R3 (Priority Agreement)

Section 219 Covenant (Lots 1 and 2 - Driveway Locations)

7. ADDITIONAL OR MODIFIED TERMS:
N/A

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

Officer's Signature


TERENCE G. STEWART
 Barrister & Solicitor
 1900 - 1040 W. GEORGIA ST.
 VANCOUVER, B.C. V6E 4H3
 (604) 689-1811

Execution Date

Y	M	D
00	05	10

Party(ies) Signature(s)

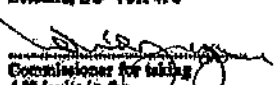

 Name: **ELMER BARRIE IHAKSI**


 Name: **JENNIFER MARY IHAKSI**

(as to both signatures)

Officer's Signature

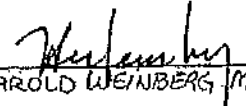
MOIRA A. MCGREGOR
 Administrator - Belcarra
 4084 Bedwell Bay Road
 Belcarra, BC V3H 4P8

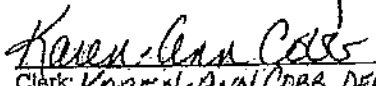

 Commissioner for taking
 Affidavits in the
 Province of BC

Execution Date

Y	M	D
00	05	17

VILLAGE OF ANMORE, by its
 authorized signatory (ies)


 Name: **HAROLD WEINBERG, MAYOR**


 Clerk: **KAREN-ANN COBB, DEPUTY CLERK**

(as to the signature of the Clerk)

OFFICER CERTIFICATION:

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

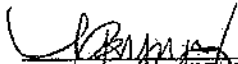
- ** If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
 ** If space insufficient, continue execution on additional page(s) in Form D.

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Page 3

Officer's Signature


MARIA E. MACGILLIVRAY
A Commissioner for taking affidavits for British Columbia
1489 W. Broadway
Vancouver, B.C. V6H 1H8

BETTY E. SHAM
A Commissioner for taking affidavits for British Columbia
1489 W. Broadway
Vancouver, B.C. V6H 1H8

(as to both signatures)


Execution Date

Y	M	D
00	05	11

Transferor(s) Signature(s)

THE ROYAL BANK OF CANADA, by
its authorized signatory (ies)


Name: **WENDY DHILLON**
LIAISON OFFICER


Name: **EVELYN MOLDOWIN**
LIAISON OFFICER

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act R.S.B.C. 1996 c. 124 to take affidavits for use in British Columbia and certifies the matters set out in Part 3 of the Land Title Act as they pertain to the execution of this instrument.

**

(if space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E,
(if space insufficient, continue executions on additional page(s) in Form D.

LAND TITLE ACT
FORM D

Page 4

EXECUTIONS CONTINUED

Officer's Signature

MARIA E. MASSAJO
A Commissioner for taking
affidavits for British Columbia
1489 W. Broadway
Vancouver, B.C. V6H 1H8

BETTY E. SHAM
A Commissioner for taking
affidavits for British Columbia
1489 W. Broadway
Vancouver, B.C. V6H 1H8

(as to both signatures)

Execution Date

Y	M	D
00	05	11

Transferor(s) Signature(s)

THE ROYAL BANK OF CANADA, by
its authorized signatory (ies)

Name:

WENDY DHILLON
LIAISON OFFICER

Name:

EVELYN MOLDOWIN
LIAISON OFFICER

OFFICER CERTIFICATION:

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

(If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
(If space insufficient, continue executions on additional page(s) in Form D.

Lib1:12196711

TERMS OF INSTRUMENT - PART 2

SECTION 219 COVENANT

(Lots 1 and 2 - Driveway Locations)

THIS AGREEMENT made the 10th day of May, 2000.

BETWEEN:

ELMER BARRIE IHAKSI, Businessman, and
JENNIFER MARY IHAKSI, Businesswoman,
 both of 2571 East Road, Anmore, British Columbia V3H 3C8

(the "Developers")

OF THE FIRST PART

AND:

VILLAGE OF ANMORE,
 of 2697 Sunnyside Road, Anmore, British Columbia V3H 3C8

(the "Municipality")

OF THE SECOND PART

WHEREAS:

A. The Developers are the owners of those lands and premises in the Village of Anmore, Sunnyside Improvement District, more particularly described as:

Lots 1 and 2
 Sections 16, 20 and 21
 Township 39
 New Westminster District
 Plan LMP 46175

(the "Lands");

B. By the provisions of Section 219 of the *Land Title Act*, R.S.B.C. 1996, Chapter 250 and amendments thereto, there may be registered as annexed to any land, conditions or covenants in favour of the Municipality that the land, or any portion thereof, is not to be built upon or is to be used or not to be used in a particular manner.

C. The Developers are developing the Lands, together with the adjacent lands and, as a condition of their development, have agreed to restrictions on the use of the Lands.

NOW THEREFORE In consideration of the premises herein and of the mutual covenants and agreements hereinafter set forth and contained herein and \$1.00 now paid to the Developers by the Municipality (the receipt of which is hereby acknowledged), the parties agree as follows:

1. The Developers covenant with the Municipality that any driveways which are built or constructed on the Lands shall be so built or constructed to ensure that such driveways do not cross any portion of the small body of water presently situate on the southern portion of the Lands and the adjacent lands (the "Pond"). Such covenant shall continue to apply to that portion of the Lands where the Pond presently exists:

- (a) In the event that the water level of the Pond is reduced below its present state; and
- (b) In the event that the Pond ceases to exist.

2. The Developers release and shall indemnify and save harmless the Municipality, and its elected and appointed officials, employees and agents from and against all costs, expenses, losses, damages, claims, demands, actions, causes or action and liabilities by whomever incurred, suffered, brought or made, and however arising, whether directly or indirectly out of the granting or existence of this Agreement from the performance by the Developers of this Agreement, or any default by the Developers under or in respect of this Agreement.

3. The Developers shall reimburse the Municipality, upon delivery of this Agreement, for its legal and administrative costs incurred in the preparation of this Agreement.

4. It is mutually agreed between the parties that nothing contained or implied in this Agreement shall prejudice or affect the rights and powers of the Municipality in the exercise of its functions under any public and private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands, as if this Agreement had not been executed and delivered by the Developers.

5. The covenants set forth in this Agreement shall charge the Lands, pursuant to Section 219 of the *Land Title Act*, and shall be covenants the burden of which shall run with the Lands.

6. The Developers shall, at their expense, do or cause to be done all acts reasonably necessary to grant priority to this Agreement over all charges and encumbrances which may have been registered against the title to the Lands in the New Westminster Land Title Office, except those specifically approved in writing by the Municipality or in favour of the Municipality.

7. Wherever the singular is used in this Agreement, it shall be construed as meaning the plural, where the context or the parties so require.

8. The parties to this Agreement shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.

9. Notwithstanding anything contained herein, the Developers shall not be liable under any of the covenants and agreements contained herein where such liability arises by reason of any act or omission occurring after the Developers cease to have any further interest in either of the Lots comprising the Lands.

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

11. The parties agree that this Agreement may only be modified or discharged with the consent of the Municipality pursuant to the provisions of Section 219(9) of the *Land Title Act*.

Page 8

CONSENT

MEMORANDUM AS TO ENCUMBRANCES, LIENS AND INTEREST


MORTGAGE BM221523 IN FAVOUR OF ROYAL BANK OF CANADA ALL AS
DESCRIBED IN ITEM 3 ON PAGE 1 HEREOF

In consideration of \$1.00 now paid to the undersigned by the Municipality (the receipt and sufficiency of which is hereby acknowledged), the undersigned, being the holder of the encumbrance or entitled to the lien or interest referred to in the memorandum above written, hereby consents to the registration of the within covenant and agrees that the same shall be an encumbrance upon the lands prior to the above-noted Mortgage in the same manner and to the same effect as if the within Agreement had been dated and registered prior to the said Mortgage.

Officer's Signature


Execution Date

Transferor(s) Signature(s)


MARIA E. MACGOWAN BETTY E. SHAM
 A Commissioner for Taking Affidavits for British Columbia
 1489 W. Broadway
 Vancouver, B.C. V6H 1H8

Y	M	D
00	05	11

THE ROYAL BANK OF CANADA, by its authorized signatory (ies)


 Name: **WENDY DHILLON**
 LIAISON OFFICER


 Name: **EVELYN MOLDWIN**
 LIAISON OFFICER

(as to both signatures)

OFFICER CERTIFICATION:

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

If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

If space insufficient, continue executions on additional page(s) in Form D.

Lib1:121934:1

Page 9

CONSENT

MEMORANDUM AS TO ENCUMBRANCES, LIENS AND INTEREST

MORTGAGE BM346219 IN FAVOUR OF ROYAL BANK OF CANADA ALL AS
DESCRIBED IN ITEM 3 ON PAGE 1 HEREOF

In consideration of \$1.00 now paid to the undersigned by the Municipality (the receipt and sufficiency of which is hereby acknowledged); the undersigned, being the holder of the encumbrance or entitled to the lien or interest referred to in the memorandum above written, hereby consents to the registration of the within covenant and agrees that the same shall be an encumbrance upon the lands prior to the above-noted Mortgage in the same manner and to the same effect as if the within Agreement had been dated and registered prior to the said Mortgage.

Officer's Signature

[Signature]
MARIA E. WILSON
 A Commissioner for taking Affidavits for British Columbia
 1465 W. Broadway
 Vancouver, B.C. V6H 1H0

[Signature]
BETTY E. SHAM
 A Commissioner for taking Affidavits for British Columbia
 1465 W. Broadway
 Vancouver, B.C. V6H 1H0

(as to both signatures)

Execution Date

Y	M	D
00	05	11

Transferor(s) Signature(s)

THE ROYAL BANK OF CANADA, by its authorized signatory (ies)

[Signature]
 Name: **WENDY DRILLON**
 LIAISON OFFICER

[Signature]
 Name: **EVELYN MOLDOWIN**
 LIAISON OFFICER

OFFICER CERTIFICATION:
 Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act R.S.B.C. 1996 c. 124 to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.
 * If space is insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
 ** If space is insufficient, continue executions on additional page(s) in Form D.

END OF DOCUMENT

Lb1:121983:1

Juli Kolby

From: Ian Whyte <whyte@envirowest.ca>
Sent: September-07-16 8:40 AM
To: Juli Kolby
Subject: RE: Discharge of covenants relating to pond

Hi Juli,

I visited both civic properties and the pond that is the subject of the two covenant agreements. The pond is a manmade feature that has no natural source of water. The portion of the pond located at 2525 East Road is a landscape feature that receives its only inflow from a sump that collects rooftop runoff from the house. This portion of the pond goes dry when there is insufficient rainfall. This portion of the pond has no outlet and is disconnected from the portion on the lot to the west. The larger portion of the pond occurs on the lot to the west 2571 East Road. This pond has been completely lined with concrete and has a water level that is maintained by a well pump. There is an overflow from this pond however it flows into the ditch and storm sewer system at East Road, quite distant from the nearest stream.

As the pond would not be considered to be fish habitat or a stream, the covenants can be discharged.

Please call me should you have any questions.

Ian



Ian W. Whyte, P.Ag.
Director

office 604-944-0502 ext.3243
cellular 604-240-2139
fax/home 604-944-0507

Suite 101 - 1515 Broadway Street
Port Coquitlam, British Columbia
Canada V3C 6M2

envirowest consultants inc.

www.envirowest.ca

From: Juli Kolby [mailto:juli.kolby@anmore.com]
Sent: Friday, September 02, 2016 8:18 AM
To: Ian Whyte
Subject: RE: Discharge of covenants relating to pond

Hi Ian,

Thank you for this. Could you please make arrangements to visit the site (perhaps when you meet with Chris Lee) to meet with the property owners. I also have a letter from the adjacent property owner (who began this process). He would be the best person to coordinate with.

Vern Neumann [REDACTED]

I had previously advised Vern that there may be some consultant costs associated with discharging the covenants, which he was ok with.

Thank you,
Juli

From: Ian Whyte [mailto:whyte@envirowest.ca]
Sent: September-01-16 6:13 PM

To: Juli Kolby <juli.kolby@anmore.com>
Subject: RE: Discharge of covenants relating to pond

Hi Juli,

Covenant BP124519 is an agreement between the owners of Lot 1 (covenantees) and the owners of Lot 2 (covenantors). The covenantees and the covenantors were same owners at the time the agreement was made. Provision is made to amend or waive the agreement subject to both the covenantees and the covenantors doing so in writing. The letter that you have provided from one of the owners will serve as their consent to waive (cancel) the agreement. Pending written consent from the other owner this agreement can be cancelled. However, this does not necessarily mean that the pond can be altered. If it still exists it is protected by the Water Sustainability Act and the Fisheries Act, and could be subject to setbacks in accordance with the Riparian Areas Regulation (RAR). If it is being suggested that the pond no longer exists then a report prepared by a Qualified Environmental Professional (QEP) will be required, providing evidence that the pond no longer exists.

Covenant BP124515 is an agreement between the owners of the two lots and the Village, and can be discharged by the Village. It seems odd that there is a clause that states the driveway cannot be built where the pond is located even if the pond ceases to exist. Hard to say what was being considered at the time the agreement was drafted. As is the case with Covenant BP124519, if it is being suggested that the pond no longer exists then a QEP report in support of the assertion is required. If deemed satisfactory by the Village, this covenant can be discharged.

Please call if you have any questions about my interpretation.

Ian



Ian W. Whyte, P.Ag.
Director

office 604-944-0502 ext.3243 Suite 101 - 1515 Broadway Street
cell 604-240-2139 Port Coquitlam, British Columbia
home 604-944-0507 Canada V3C 6M2

envirowest consultants inc.

www.envirowest.ca

From: Juli Kolby [mailto:juli.kolby@anmore.com]
Sent: Wednesday, August 31, 2016 10:43 AM
To: 'Ian Whyte'
Subject: Discharge of covenants relating to pond

Hi Ian,

I have had a request from a resident to discharge three covenants on their property, two of which are related to a pond. One is for a driveway over the pond and the other is that the pond is to remain as is:

BP124515 (driveway over pond)
BP124519 (pond as is)

The address is 2525 East Road. PID is 024-790-231.

Please see the attached letter and copies of the covenants. Please advise as soon as possible, but no later than September 7th of your opinion on discharging the covenants.

If you need to conduct a site visit, I would be happy to provide you with the homeowner's contact details. Let me know if you require further info.

Thanks,
Juli

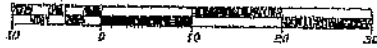
Juli Kolby, SCMP, CRM
Chief Administrative Officer
Village of Anmore
p: 604-469-9877 | f: 604-469-0537
e: juli.kolby@anmore.com | www.anmore.com



Correspondence with any government body, including Village of Anmore Council and staff, is subject to disclosure under the *Freedom of Information and Protection of Privacy Act*.

BRITISH COLUMBIA LAND SURVEYOR'S
 CERTIFICATE OF LOCATION COVERING
 LOT B, SECTIONS 16, 20 AND 21, TP. 39
 N.W.D., PLAN LMP

SCALE 1:600



ALL DISTANCES ARE IN METRES

CITY ADDRESS:
 2525 EAST ROAD
 ANNORE, B.C.



CHARGES ON TITLE	
CHARGE NO.	NATURE
BP124514	EASEMENT
BP124515	COVENANT
BP124517	COVENANT
BP124519	RESTRICTIVE COVENANT
BP255275	COVENANT

NOTE:

OFFSETS SHOWN ARE NOT TO BE USED
 TO DEFINE PROPERTY LINES.

WE ASSUME NO RESPONSIBILITY FOR
 THE UNAUTHORIZED USE OF THIS
 CERTIFICATE.

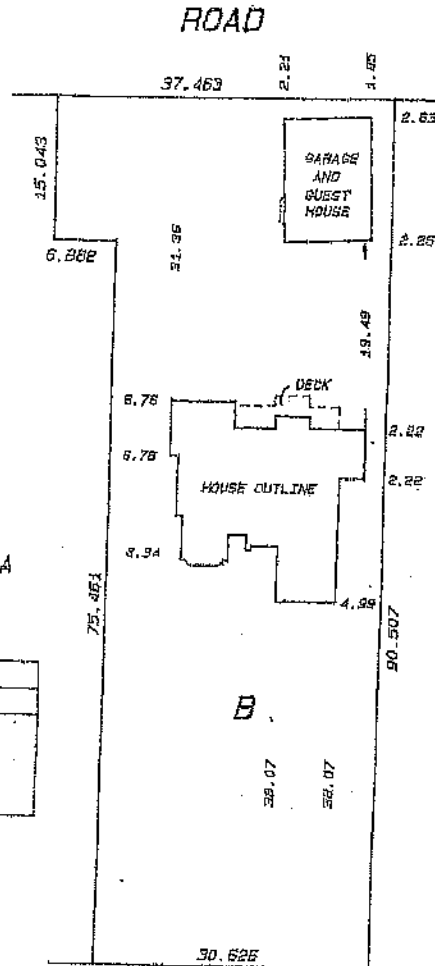
CERTIFIED CORRECT

THIS TENTH DAY OF APRIL, 2002.

V. PAPOVE

B.C.L.S.

THIS DOCUMENT IS NOT VALID UNLESS
 ORIGINALLY SIGNED AND SEALED.



EAST ROAD

VERNON C. GONDAL AND ASSOC.
 A DIVISION OF PAPOVE PROFESSIONAL
 LAND SURVEYING INC.

#202 - 1120 WESTWOOD STREET
 COQUITLAM, B.C. V3B 7K9
 TEL. (604) 942-6616 FAX. (604) 464-3509
 FILE# 255147LB



VILLAGE OF ANMORE

2697 Sunnyside Road
Anmore, B.C.
V3H 5G9



September 14, 2016

Mayor & Council
City of Port Moody
100 Newport Drive
Port Moody, BC V3H 5C3

Dear Mayor & Council,

Re: Port Moody Road Right of Way commonly referred to as David Avenue Connector

I send this letter on behalf of the Village of Anmore Council. It has been brought to our attention that the Council of the City of Port Moody has deferred a resolution to preclude one approach to improve regional traffic with respect to existing conditions and the prospect of the development of the loco Lands.

The Village and the City entered into a memorandum of understanding to consult on "regional traffic issues" and other topics before decisions were made "solely based on specific areas of municipal jurisdiction" (refer to attachment). The Village respects the City's independent jurisdiction with respect to municipal rights of way and roads. We respectfully request, nevertheless, that all options for reducing regional traffic issues be left on the table for joint review before any decision is made to exclude one option or another.

Respectfully,

John McEwen
Mayor

Attachment

MEMORANDUM OF UNDERSTANDING

APRIL, This Memorandum of Understanding dated for reference the 15th day of 2015.

BETWEEN:

CITY OF PORT MOODY
City Hall
100 Newport Drive
Port Moody, B.C.
V3H 3E1

(the "City")

AND:

VILLAGE OF ANMORE
Municipal Hall
2697 Sunnyside Road
Anmore, B.C.
V3H 3C8

(the "Village")

WHEREAS the City and the Village have a mutual interest in ensuring planning for major developments is undertaken in a manner that reflects the mutual desires and needs of each community;

AND WHEREAS a developer, Brilliant Circle (the "Developer"), has purchased a portion of lands known as the loco Lands which are situated partly in the City and partly in the Village and it is anticipated that the Developer will look to the City and the Village both for future development approvals;

NOW THEREFORE, in consideration of the mutual promises set out herein, the parties hereto wish to set out in this memorandum of understanding certain terms and

conditions and principles which they have agreed to, with the recognition that this is not intended to form a legally binding agreement or to create enforceable contractual obligations;

1. The City and the Village will, through their respective municipal councils and staff, work together and exchange information and communicate on a timely basis with respect to development applications which may be submitted by the Developer with respect to the loco Lands.

2. In reviewing development applications that may be submitted to either the City or the Village, the City and Village commit in reviewing and considering such applications to consult with the other jurisdiction as deemed appropriate on matters related to the development including, but not limited to:

- (a) Regional traffic issues;
- (b) Mossom Creek watershed and Fish Hatchery;
- (c) Environmental protection;
- (d) Infrastructure and amenities
- (e) Neighbourhood and community concerns; and
- (f) Heritage Protection and related issues.

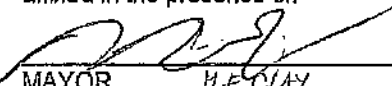
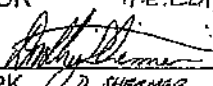
3. The intent of this memorandum of understanding is to seek to find, at a high level, areas of common concern and broad public interest where the best interests of the respective communities would benefit from consideration of aspects of any development application on a regional level, rather than solely based on specific areas of municipal jurisdiction.

4. The City and the Village each acknowledge and agree that nothing herein shall in any way fetter, limit or restrict the jurisdiction or discretion of either of them with respect to consideration or approval of any development application.

5. Without limiting section 4 above, the City and the Village each acknowledge and agree that nothing herein shall be taken to constitute the exercise of authority or to limit the discretion or the exercise of the authority of either the City or the Village in considering the need

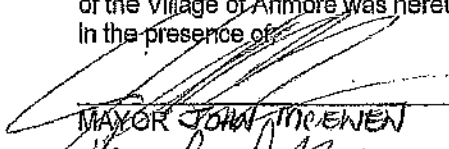
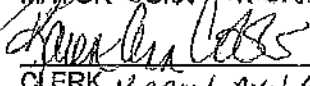
for additional consultation as set out in Section 879 of the Local Government Act, should either the City or the Village commence preparation of an amendment to their respective Official Community Plan, to reflect any proposed development of the Ioco Lands.

IN WITNESS WHEREOF the Corporate Seal
of the City of Port Moody was hereunto
affixed in the presence of:


MAYOR H.E. CLAY

CLERK D. SHERMAN, CORPORATE OFFICER

C/S


IN WITNESS WHEREOF the Corporate Seal
of the Village of Anmore was hereunto affixed
in the presence of:



MAYOR JOHN MCEWEN

CLERK KAREN-ANN COBB


C/S


Schedule A


LEGEND


 SUBJECT SITE


 EXISTING TRAIL


 PROPOSED NEW TRAIL


 PARK / OPEN SPACE, ON-SITE

 AMPHIBIAN CORRIDOR DEDICATED (Minimum 6.0m)

 SUPPLEMENTARY TREE RETENTION AREA

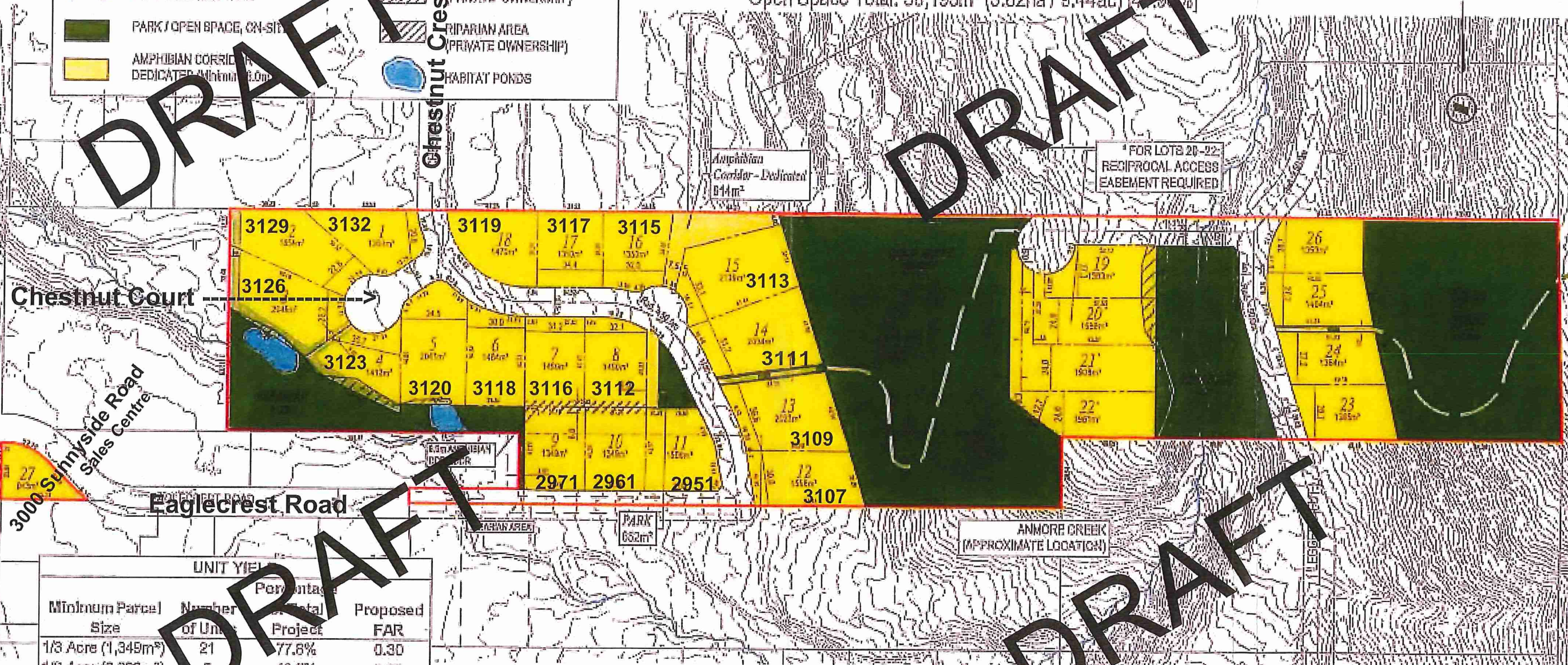
 AMPHIBIAN CORRIDOR (PRIVATE OWNERSHIP)

 RIPARIAN AREA (PRIVATE OWNERSHIP)

 HABITAT PONDS

THIS DRAWING AND DESIGN IS THE PROPERTY OF McELHANNEY CONSULTING SERVICES LTD. AND SHALL NOT BE USED, REPRODUCED OR REPRODUCED WITHOUT THE CONSENT OF THE SAID COMPANY. McELHANNEY CONSULTING SERVICES LTD. WILL NOT BE HELD RESPONSIBLE FOR THE IMPROPER OR UNAUTHORIZED USE OF THIS DRAWING AND DESIGN.

Overall Site Area: 91,012.8m² (9.1ha / 22.49ac)
Open Space Total: 38,193m² (3.82ha / 9.44ac) [41.96%]



UNIT YIELD			
Minimum Parcel Size	Number of Units	Percentage of Total Project	Proposed FAR
1/3 Acre (1,349m ²)	21	77.8%	0.30
1/2 Acre (2,023m ²)	5	18.6%	0.28
Smaller (840m ²)	1	3.7%	0.32
Total	27		

- Lot 1

3132 Chestnut Court
- Lot 2

3130 Chestnut Court
- Lot 3

3126 Chestnut Court
- Lot 4

3122 Chestnut Court
- Lot 5

3120 Chestnut Cresc
- Lot 6

3118 Chestnut Cresc
- Lot 7

3116 Chestnut Cresc
- Lot 8

3112 Chestnut Cresc
- Lot 9

2971 Eaglecrest Road
- Lot 10

2961 Eaglecrest Road
- Lot 11

2951 Eaglecrest Road
- Lot 12

3107 Chestnut Cresc
- Lot 13

3109 Chestnut Cresc
- Lot 14

3111 Chestnut Cresc
- Lot 15

3113 Chestnut Cresc
- Lot 16

3115 Chestnut Cresc
- Lot 17

3117 Chestnut Cresc
- Lot 18

3119 Chestnut Cresc

Lots 19-26 Future Phase
Lot 27 3000 Sunnyside Road (address in effect)

DRAWING 1.3 - Development Concept
LAYOUT BRETCHING

**McElhanney**
McElhanney Consulting Services Ltd.
SUITE 2200 - CENTRAL CITY TOWER
13450 102 AVENUE, SURREY, BC
V3T 5X3

F: 604-580-0201

F: 604-580-0050

NOTES:
THIS DRAWING IS FOR PRELIMINARY LAYOUT ONLY, AND SUBJECT TO MUNICIPAL ACT/ORD.

Scale: 1:2000
Date: September 28, 2015
Job No.: 2111-03104-0