CORPORATION OF THE TOWNSHIP OF ESQUIMALT

Municipal Hall
1229 Esquimalt Road
Esquimalt, B.C. V9A 3P1

Legislation Details (With Text)

File #:	17-054	**Version:**	1	**Name:**	
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On agenda:	2/6/2017			**Final action:**	

Title: First and second readings of ZONING BYLAW, 1992, NO. 2050, AMENDMENT BYLAW NO. 2888 (Appendix “A”) being a bylaw to:
(1) Amend portions of Section 55 McLoughlin Point Special Use [I-3] Zone;
(2) Changing the designation from Marine Navigation [M-4] Zone to McLoughlin Point Special Use [I-3] Zone of certain portions of the McLoughlin Point property;
(3) Changing the Zoning Map to reflect the changes in zoning classification;
(4) Update the Marine Navigation [M-4] Zone to reflect the updated legal description for McLoughin Point; and
(5) Update the definitions of "Sewage Pumping Facility" and "Sewage Screening Facility", Staff Report No. DEV-17-008

Sponsors:

Indexes:

Code sections:

Attachments: 1. Appendix A Bylaw 2888 including Schedules A & B, 2. Appendix B context map, 3. Appendix C Host Community Impact 5-Year Agreement, 4. Appendix D Community Impact Mitigation and Operating Agreement, 5. Appendix E Amenity Reserve Fund Administration Agreement, 6. Appendix F McLoughlin Point Wastewater Treatment Plant Traffic Managment Plan, 7. Appendix G CRD-WWTP DP Drawing Submission

Date	Ver.	Action By	Action	Result

REQUEST FOR DECISION

DATE: January 31, 2017 Report No. DEV-17-008

TO: Laurie Hurst, Chief Administrative Officer

FROM: Bill Brown, Director of Development Services

SUBJECT:

First and second readings of ZONING BYLAW, 1992, NO. 2050, AMENDMENT BYLAW NO. 2888 (Appendix “A”) being a bylaw to:

(1) Amend portions of Section 55 McLoughlin Point Special Use [I-3] Zone;
(2) Change the designation from Marine Navigation [M-4] Zone to McLoughlin Point Special Use [I-3] Zone of certain portions of the McLoughlin Point property;
(3) Change the Zoning Map to reflect the changes in zoning classification;
(4) Update the Marine Navigation [M-4] Zone to reflect the updated legal description for McLoughin Point; and
(5) Update the definitions of "Sewage Pumping Facility" and "Sewage Screening Facility".

RECOMMENDATION:

(1) That Council give first and second readings of ZONING BYLAW, 1992, NO. 2050, AMENDMENT BYLAW NO. 2888 being a bylaw to:
(a) Amend portions of Section 55 McLoughlin Point Special Use [I-3] Zone;
(b) Change the designation from Marine Navigation [M-4] Zone to McLoughlin Point Special Use [I-3] Zone of certain portions of the McLoughlin Point property;
(c) Change the Zoning Map to reflect the changes in zoning classification;
(d) Update the Marine Navigation [M-4] Zone to reflect the updated legal description for McLoughin Point; and
(e) Update the definitions of "Sewage Pumping Facility" and "Sewage Screening Facility";

(2) That Council authorizes the Corporate Officer to schedule a Public Hearing for Zoning Amendment Bylaw No. 2888 for February 20, 2017, send mail notices and advertise for same in the local newspaper;

(3) That Council authorize the Corporate Officer to include in the Public Hearing notices and advertisement a statement indicating that Council will also accept comments from the public regarding the proposed Host Community Impact 5-Year Agreement, the Community Impact Mitigation & Operating Agreement, the Amenity Reserve Fund Administration Agreement, and the Statutory Right of Way for future trail, up to and during the Public Hearing; and

(4) That prior to consideration of adoption, the Capital Regional District execute the Host Community Impact 5-Year Agreement, the Community Impact Mitigation & Operating Agreement, and the Amenity Reserve Fund Administration Agreement in substantially the same form as presented at Public Hearing.

RELEVANT POLICY:

- Official Community Plan
- Zoning Bylaw, 1992, No 2050
- Parking Bylaw, 1992, No. 2011
- Development Application Procedures and Fees Bylaw, 2012, No. 2791
- Advisory Planning Commission Bylaw, 2012, No. 2792
- Subdivision and Development Control Bylaw, 1997, No. 2175
- Host Community Impact 5-Year Agreement
- Community Impact Mitigation & Operating Agreement
- Amenity Reserve Fund Administration Agreement

STRATEGIC RELEVANCE:

The proposed amendments to the Zoning Bylaw are not directly related to any of Council's strategic priorities in the 2015 - 2019 Strategic Plan dated January 2016.

BACKGROUND:

Context

Owner: Capital Regional District

Legal Description: Lot 1; Section 11; Plan EPP36468

Street Address: 337 Victoria View Road

Property Size: Metric: 14,213 m^2

Existing Land Use: Vacant

Surrounding Land Uses:
North: Department of National Defense [Work Point]
South: Strait of Juan de Fuca
West: Department of National Defense [Work Point]
East: Victoria Harbour (Outer Harbour)

Existing Zoning: McLoughlin Point Special Use [I-3]

Existing OCP Designation: Industrial

Appendices:

"A" Zoning Bylaw, 1992, No. 2050, Amendment Bylaw No. 2888
"B" Site Context Map
"C" Host Community Impact 5-Year Agreement
"D" Community Impact Mitigation & Operating Agreement
"E" Amenity Reserve Fund Administration Agreement
"F" McLoughlin Point Wastewater Treatment Plant Traffic Management Plan
"G" Architectural drawing set

History

The McLoughlin Point site is a 14,213 m^2 parcel situated on the west side of the entrance to Victoria Harbour and the proposed site for the Core Area Wastewater Treatment Plant (Appendix "B"). The current zoning provisions for the site were the result of amendments made to the I-3 Zone by Bylaw 2806 which was adopted by Council on July 15, 2013. Although the current McLoughlin Point Special Use [I-3] zone allows for the development of a waste water treatment plant with an existing suite of amenities, it became apparent through the detailed design process for the plant that there was an opportunity to amend the zone, including the existing amenities, in order to provide better siting of the plant and a better amenity package for the Township and relieve the Project Board of an obligation to deliver mixed-uses on the site and certain amenities that would have been difficult for it to deliver.

Therefore, Council instructed staff to draft a series of amendments to the McLoughlin Point Special Use Zone [I-3] that would reflect the current thinking about the wastewater treatment plant giving particular attention to obtaining an amenity package that would be more suitable to the needs of the citizens of Esquimalt. The proposed amendments are a response to Council's instructions to staff and discussions that staff have had with the Project Board Co-chairs and their design team. In addition, some of the amendments are also in response to the review of the proposed plant design by the Design Review Committee. The Township also hosted an Open House to gather initial feedback on the revised amenity package.

Purpose of the Proposed Zoning Bylaw Amendment

The purpose of the amendments to the McLoughlin Point Special Use [I-3] zone are to accommodate a revised siting and design from the previously proposed indicative design for the wastewater treatment plant along with a revised amenity package. A summary of the proposed amendments are outlined in Table 1.

Table 1 Summary of Proposed Amendments to the McLoughlin Point Special Use [I-3] Zone

Section	Comments
Proposed Amendments to the McLoughlin Point Special Use [I-3] Zone	
Intent Statement	The “Intent Statement” has been updated by removing reference to the historic bulk petroleum storage facility and establishing a clearer nexus between the proposed use of the land as a wastewater treatment plant and the proposed amenities.
Permitted Uses	“Bulk storage tanks” have been removed as a permitted use.
Definition of Nearby Community	The definition has been amended to extend the radial extent of the Community from 1.5 kilometers to 2.5 kilometers. This was done because the Extended Community definition which previously had a radial extent of 2.5 kilometers has been deleted in order to help simplify the Bylaw in conjunction with the reduction in the number of Bonus Density Levels from three (3) to one (1).
Definition of Extended Community	As noted above, this definition has been deleted as it is no longer relevant with only one Bonus Density Level.
References to sections of the Local Government Act	All references to sections of the Local Government Act have been updated to reflect the recent renumbering of the sections in the Act.

Explanatory Paragraph preceding the density and density bonusing sections.	A clause has been added to this paragraph to provide clarity with regard to the relationship between the development potential on the site and the proposed amenities.
Base Density	Reference to the authorized rate of discharge for effluent has been deleted from the bylaw since it was deemed unnecessary to interpret the bylaw.
Bonus Density Level	The former three bonus density levels have been reduced to one given that there is now a far better understanding of the project and the process. The proposed Bonus Density largely reflects the existing Level 3 Bonus Density with the exception that the maximum lot coverage has been reduced from 75% to 65% (which is consistent with the proposal). The proposed Bonus Density is as follows: (i) The Floor Area Ratio shall not exceed 0.35; (ii) The Floor Area shall not exceed 4,500, square metres, excluding processing tanks and generators completely enclosed within a Building; (iii) Lot Coverage shall not exceed 65%; (iv) Plant capacity not to exceed 108 million litres per day, Average Dry Weather Flow (ADWF);
Barging of materials and supplies	The barging of materials and supplies has been removed as an amenity. The money saved by eliminating barging will be put into a 17 million dollar Amenity Reserve Fund(s). Money saved by amending or eliminating other amenities outlined in this table has also contributed to the Amenity Reserve Fund.
Pier	The provision to build a pier has been removed as an amenity; without barging or ferry service, it was no longer necessary.

Traffic Integration	This provision has been amended by removing reference to streets in Work Point because mitigation on DND lands is being addressed separately by the Capital Regional District with DND. In addition, a provision has been added to clarify that the traffic integration amenities will also apply to "all remaining Township streets between Lampson Street and Esquimalt Road and the subject property that are materially affected by construction traffic". The minimum value of these amenities remains at $950,000.
Education and Interpretive Centre	A minimum 75 m^2 Education and Interpretive Centre is still required; however, the requirement for a "Centre of Excellence" has been removed.
High Efficiency Air Filter Systems on Schools	Clarification is added that the high efficiency air filter systems are designed to "mitigate any negative effectes caused by the construction and related traffic to the WWTP project on air quality and odor reduction". In addition, a list of the specific schools that will get these systems has been added. The list is as follows: a) Esquimalt High School b) Highrock Middle School c) Ecole Macaulay Elementary School d) Ecole Victor Brodeur
LEED ® Standards	The provisions related to LEED certification are clarified by indicating that the LEED ® Gold Standard is limited to the Operations and Maintenance portion of the building (there are no LEED ® standards for the actual processing portion of the plant).
Upgrading of the Macaulay Point and Lang Cove Pump Stations to a design standard consistent with the Craigflower Pump Station Project	The Lang Cove Pump Station will no longer be aesthetically upgraded, but will have an odour control system added as noted below.

Upgrading of the Macaulay Point Pump Station - Odour Control	This section has been amended to remove the requirement that odour is not detectable by humans outside of the building. Instead, the sole provision is that, “odour mitigation measures to be installed in Macaulay Pump station, and Lang Cove Pump station, providing for an odour detection level no greater than five (5) odour units measured at the property lines (or fence lines where applicable).”
Provision of Public Open Space Along the Waterfront.	Provision of public open space has been reduced from 1,000 m^2 to 140 m^2. This is due to the fact that the Department of National Defense will not allow unrestricted public access to the site, therefore, the provision of an extensive public open space would go largely unused. The proposed design does include an outdoor observation deck and a rooftop patio connected to the Education Centre for use by visitors who are part of a sanctioned tour.
Public Art	Public Art can now be located off-site as well as on-site. The contribution remains at $100,000.
Provision of Public Open Space Improvements with a Value of No Less than $75,000.	The specific requirement to provide picnic benches and a tot-lot has been removed; however, the $75,000 remains.
Provision of a Ferry Service to the Site	The requirement to provide a ferry service to the site has been removed since public access will be severely restricted at this time.
Public Walkway	The provision to provide a public walkway on-site has been removed; however, a right-of-way for a public walkway will be provided in order to allow a walkway to be built in the future. In addition, the requirement to extend the walkway to the West Bay Neighbourhood has been removed.

Rooftop Wetland	The requirement for a rooftop wetland to polish reclaimed water has been removed and replaced with a requirement for a green roof on 80% of the Operations and Maintenance Building.
Heritage Interpretation Signs	The provision to provide a minimum of 5 Heritage Interpretation Signs remains.
Themed Fire Hydrants	The requirement to provide themed fire hydrants has been removed.
Provision of Underground Conduit	This provision has been removed from the bylaw, but continues to be addressed in the related agreements to allow more flexibility to the Township, as is necessary to coordinate related expenditures and priorities.
Reinstatement of all Roads Damaged by Construction Traffic	This provision remains. All roads damaged by construction traffic will be reinstated to a condition equal to or better than existed before construction.
Odour and Noise Mitigation	The requirement for, “meeting noise and odour within the top 10 percentile of comparable facilities developed in previous five (5) years in North America and Europe”, has been removed as it was deemed unnecessary to obtain the desired outcome. However, the requirement that odour detection remain under (5) odour units remains. In addition, a requirement that the noise level from the waste water treatment plant not exceed 60 dBA at the property lines has been added.
Products and Byproducts must be Removed from the Site by Pipe or Marine Access	This provision remains.
No Odour-Causing and/or Methane-Producing Facilities Allowed On-Site	This provision remains.

$17,000,000 One-time contribution to the McLoughlin Point Amenity Reserve Fund	This provision has been added, in part to compensate for amenities that have been removed and to reflect the lost opportunity of providing amenities on-site given the size requirements of the plant and current access restrictions. The McLoughlin Point Amenity Reserve Fund(s) can be used for capital projects in relation to municipal waterfront parks, municipal community recreational buildings and spaces, and emergency services and public safety facilities. This money must be used within a period of 5 years from the receipt of funds by the Township.
Annual Contribution of $55,000	The amenity provision for an annual contribution of $55,000 has been enhanced by requiring that the amount be adjusted annually for any increase in Consumer Price Index for Victoria.
Ongoing Liaison Committee	This provision remains.
Height	Maximum building height, irrespective of use, has been increased from 10 m to 15 m. (15m was previously allowed only if the site was mixed-use.) The maximum 5.0 m height still applies to all buildings located within 20 metres of the High Water Mark.
	A new grade calculation formula has been added to reflect the fact that the site has been disturbed and it is not practical to determine the original “natural” grade.
Front Setback	In order to allow the building to be moved further away from the High Water Mark, the front setback along Victoria View Road has been reduced from 7.5 m to 5.75 m for all buildings. Also, the main building cannot be set back more than 6.25 m from the Front Lot Line.

Setbacks for generators and other appurtenances.	In order to remove the generators from the roof of the building, they have been relocated to the front yard near the proposed location for the transformers and switching gear. A provision has been added to the Siting Requirements section to clarify that the setbacks do not apply to the generators, transformers, and other similar structural appurtenances, however they are to be screened from view.
Chimney Height	A provision clarifying that chimneys can project up to 1.5 m from the maximum 15m height, even if that may be more than 1.5m from the highest point on the roof, has been added.
Landscape Requirements	The landscaping requirements for the landscape buffer in the setback between the building and the High Water Mark has been changed from a minimum width of 4.0 m to a minimum width of 4.5 m for 85% of the exterior perimeter retaining wall facing the marine boundary. In addition, the average overall width shall be 5.0 m and the landscaping shall cover a minimum area of 1,250 square metres.
Setback from the High Water Mark	The building setback from the High Water Mark will be 10 metres along the eastern portion of the site as measured from a line parallel to the north property line at a (straight-line) distance of 144 metres from the north property line as shown on Plan EPP36468. The building setback for the rest of the site will be 7.5 m from the High Water Mark. The increased setback was to allow additional landscaping and screening along the marine boundary.

Landscape Screening	The existing Zoning requires that, “The landscaping shall be of sufficient quality and quantity as to completely obliterate any view of a wastewater treatment plant building and tanks from the marine environment.” The proposed zoning only requires that the “landscaping shall be of sufficient quality and quantity as to contribute to the screening of a wastewater treatment plant building and tanks from the marine environment.”
Landscape Buffer for Front and Side Setbacks.	The current zoning requires that a 2.5 m wide landscape buffer be located in the front and all side setbacks. It is not possible to locate the 2.5 m wide landscape buffer within the setback so a provision has been added that: “A landscape buffer a minimum width of 5.0 metres shall be located at or adjacent to the north property lines of the site, which buffer may be located on adjacent lands.”
Retaining wall height and horizontal separation.	Sections 22 (1) and (2) of the Zoning Bylaw govern the maximum height and minimum horizontal separation distance for retaining walls. In order to provide sea wall protection and more soil for landscaping and screening, the retaining walls on this site do not meet these requirements, therefore, provisions are included in the proposed amendments that render Sections 22 (1) and (2) “not applicable” to this site.

Parking	Based on the results of a parking study, 18 parking stalls are required. However, the proposed amendments will only require a minimum of 2 and a maximum of four parking stalls on site and will prevent any parking stalls from being located in the setback areas of the High Water Mark. Current plans show additional parking spaces on Victoria View Road. The Capital Regional District advises that it is committed to reducing green house gas emissions. One way to encourage this is by limiting the number of parking stalls. This puts the Capital Regional District in the position of choosing between using demand management to reduce the demand for parking and thus contributing to a reduction in green house gas emissions or using supply management and increasing the number of parking stalls and hence the number of vehicles and the concomitant green house gas emissions.
Changing Zoning Designation from Marine Navigation [M-4] Zone to McLoughlin Point Special Use [I-3] Zone	
Rezoning Remnant Pieces of Land	Two small pieces of land that now form part of the McLoughlin Point site need to be rezoned from Marine Navigation [M-4] Zone to McLoughlin Point Special Use [I-3] Zone. These changes then have to be made to the zoning map.
Updating Section 63 (1) (d) in the Marine Navigation [M-4] Zone	
Updating Legal Reference	A new plan has been registered for the McLoughlin Point site which necessitates an amendment to the legal description found in Section 63 (1) (d) of the Zoning Bylaw. This amendment is administrative in nature.
Updating the Definitions of “Sewage Pumping Station” and “Sewage Screening Facility”	

	The definitions of “Sewage Pumping Station” and “Sewage Screening Facility” are amended by adding wording that adds clarity and certainty to these two definitions in order to avoid any issues of interpretation in the future.

Advisory Planning Commission

The Advisory Planning Commission reviewed the project at their January 17, 2017 meeting. The Advisory Planning Commission passed the following motion:

> *That the Esquimalt Advisory Planning Commission recommends that the “Zoning Bylaw, 1992, No. 2050, Amendment Bylaw No. 2888” being a bylaw to amend the McLoughlin Point Special Use [I-3] zone for the Core Area Waste Water Treatment Plant be* ***forwarded to Council with a recommendation of approval with the following condition:***
>
> *That the applicant:*
> 1. *Provide information and studies regarding the truck traffic in lieu of barging be provided to Council in a timely manner.*
>
> *The reason: The proposal seems like the best value and is a reasonable exchange for the amenities.*
>
> *That the main motion be amended, recommending approval with the condition that the traffic route analysis be included with the Staff Report that is submitted to Council.* ***The motion Carried***
>
> ***The vote was taken on the amended main motion. The Motion Carried***

Consistency with the Official Community Plan

Schedule D of the Official Community Plan designates McLoughlin Point for “Sewage or Waste Treatment”. The proposed zoning amendment is consistent with this designation.

In addition, Section 2.4.5 (a) of the Official Community Plan states:

> *This plan recognizes the provincial prerogative under the Environmental Management Act, and seeks to facilitate a variety of high technology, industrial, institutional, business and professional mixed uses of impeccable design and cohesive operation, preferably with public access primarily for educational purposes, to showcase the development and proposed sewage treatment plant to the community and world, particularly given the prominence of McLoughlin Point as the entrance to Victoria Harbour.*

While the proposed wastewater treatment plant does not incorporate mixed uses, the proposed amendments to the Zoning Bylaw do not preclude such uses in the future. The proposed development does include an education centre with controlled public access.

Section 2.4.5 (b) of the Official Community Plan states:

> *The Township and proponents may consider and implement (as appropriate) the full breadth of statutory planning tools under the Local Government Act and Community Charter, as well as any other authority or agreement, to further the attributes of and achieve a place of prominence for this unique site, including to implement promises of the proponent(s), achieve high quality design and/or secure amenities for the community.*

The proposed Zoning Bylaw amendment takes advantage of the density-bonusing-for-amenity provisions in the *Local Government Act.* In addition, the Township and the Capital Regional District are proposing to enter into three (3) different agreements.

Finally, the Regional Context Statement in the Official Community Plan, states in part that:

> *The Township's outstanding natural amenity - its saltwater shoreline - is of regional significance and will be carefully protected through the municipality's land use and regulatory measures, while allowing for access and enjoyment by the region's residents and visitors.*

Increasing the building's setback to 10.0 m from the previous proposal put forward by the Capital Regional District which would have seen a small portion of the plant set back only two (2) metres from the High Water Mark significantly increases the amount of shoreline that is able to be landscaped and left as open space. Although access will be strictly controlled, it is anticipated that the public will be able to access educational programs and tours on the site. In addition, a large observation deck will allow visitors an opportunity to observe the shoreline. It is ultimately up to Council to determine if Bylaw 2888 is consistent with the relevant sections of the Official Community Plan.

Host Community Impact 5-Year Agreement (Appendix "C")

The Host Community Impact 5-Year Agreement provides further details about how the various amenities will be managed and implemented. The Agreement is based on the premise that there will be significant direct and indirect impact on the community due to the presence of the Wastewater Treatment Plant within it boundaries and on the Project Lands. Specifically, the Agreement deals with the following matters:

1) The term of the Agreement is five (5) years;
2) There will be extensive management of traffic including a Traffic Management Plan (the first version of this is provided in Appendix "F", but has yet to be approved by the Township; it is under review by staff), mandatory monitoring and reporting of traffic by the Capital Regional District, and strict enforcement;
3) The parties acknowledge that LEED Gold Certification is governed by a body beyond the control of the Capital Regional District;
4) Odour reducing technology will be incorporated into the wastewater treatment plant in order to ensure that odour levels do not exceed five (5) odour units at the property line. If there is a breach of this standard, the Capital Regional District is obligated to deal with it expeditiously.
5) The Capital Regional District acknowledges that the property is in a development permit area and therefore subject to a development permit approval process;
6) The Capital Regional District shall repair all roads damaged by the construction traffic

to a condition equal to or better than the condition that existed prior to construction;

7) Details about how the air quality improvements for the four schools referred to in section 55(2)(b)(3) will be conducted;
8) A commitment by the Capital Regional District to upgrade the fire hydrants as part of the water service upgrade to the wastewater treatment plant;
9) A provision that the Township can request that the Capital Regional District install utility conduits in association with road excavations in connection with the construction of the wastewater treatment plant;
10) Provision of “traffic integration amenities” such as traffic calming and bike lane improvements on roads between Lampson Street and Esquimalt Road and the Project Lands that are materially affected by the construction of the wastewater treatment plant;
11) Provision for $950,000.00 of improvements to Lyall Street and other local streets;
12) Requirements that the public will not have access to a future public waterfront walkway unless it is connected to a public walkway providing public access from one or more boundaries of the Project Lands;
13) Clarification that the $100,000.00 for public art includes historical interpretive signage;
14) A commitment from the Capital Regional District to investigate the possibility of moving its works yard out of Macaulay Point. The Township will assist by providing office space and 2 parking spaces in its emergency services and public safety facilities (but not for a new works yard);
15) A provision that the Capital Regional District will allow access to the meeting room and interpretive space on weekends and evenings when booked through the Capital Regional District;
16) Details about how the $17,000,000.00 McLoughlin Point Amenity Reserve Fund is to be allocated:
    a. $7,000,000.00 to be used by the Township for the improvement of the waterfront parks;
    b. $5,000,000.00 to be used for the addition or improvement of public and/or community space within recreation facilities in the Township; and
    c. $5,000,000.00 for the construction, addition or improvement of emergency services and public safety facilities within the Township.

Community Impact Mitigation & Operating Agreement (Appendix “D”)

The Community Impact Mitigation & Operating Agreement acknowledges that the Township will experience a wide range of impacts due to the presence of the wastewater treatment plant within its boundaries on an ongoing basis. In recognition of the corporate social responsibility to address these ongoing impacts, the agreement makes provisions for the following:

1) An annual Community Impact Mitigation Fee of $55,000.00 adjusted annually to reflect the increase, if any, in the Consumer Price Index for Victoria, British Columbia;
2) The term of the agreement is from January 1, 2017 until such time as the wastewater treatment plant is replaced or decommissioned;
3) Details about the governance of the Liaison Committee;
4) Acknowledgement by the Capital Regional District that no lands within the Township will be used for a biosolids treatment facility;
5) A requirement that the Capital Regional District investigate and remediate any odour issues expeditiously and in good faith;
6) An acknowledgement by the Capital Regional District that if the capacity of the plant is

increased beyond 108 million litres per day Average Dry Weather Flow, they will need to apply for an amendment to the Zoning Bylaw;

7) A dispute resolution process; and
8) General legal provisions normally associated with legal agreements.

Amenity Reserve Fund Administration Agreement (Appendix "E")

This agreement contains details about how the $17,000,000.00 Amenity Reserve Fund is to be administered.

Traffic Management Plan (Appendix "F")

Harbour Resource Partners has submitted a Traffic Management Plan that deals with the following:

1) Traffic segregation and routing;
2) Signage;
3) Staging areas;
4) Hours of work;
5) Noise and dust mitigation;
6) Restrictions;
7) Reporting; and
8) Risk identification.

It is proposed that the traffic be segregated into the following three streams:

1) Truck traffic which includes concrete trucks, over-size loads, rebar deliveries, gravel trucks, equipment and material deliveries on flat-bed trucks, cube vans, light vehicles, etc.
2) Daily Workforce Traffic such as light vehicles, small busses/shuttles, etc.
3) DND Laydown to Plant site includes trucks and light vehicles that will travel between the DND laydown site and the plant construction site.

The report contains an analysis of alternative routes for both the truck traffic and the workforce traffic. The analysis indicates the Head Street is the preferred route for truck traffic. Lampson Street has been identified as the preferred route for workforce traffic.

Statutory Right of Way (To be submitted as a late item)

This agreement gives the Township the authority to construct a public pedestrian walkway in the future, when there is a connection from the Project Lands available to connect to.

ISSUES:

1. Rationale for Selected Option

The Capital Regional District has selected McLoughlin Point as the site for the Core Area Liquid Waste Management Plant. Through the iterative design process, it became apparent that a better plant design and the addition of tertiary treatment could be achieved by amending some of the zoning regulations affecting building height, parking and loading space requirements, landscaping requirements, retaining wall requirements and setbacks, and by reducing the land uses on site at

this time (Appendix “G”). Together, the revised amenity provisions and zoning regulations have been consolidated into a Zoning Bylaw Amendment Bylaw, namely Bylaw No. 2888 for Council’s consideration. It is the position of staff that the proposed amendments reflect a more appropriate amenity package for the Township than what is contained in the current McLoughlin Point Special Use [I-3] Zone and that the proposed amendments to the zoning regulations allow the plant to be set back 10 m from the High Water Mark resulting in a more appropriate spatial relationship between the waters of Victoria Harbour and the plant.

2. Organizational Implications

Negotiating the various agreements, examining various plans, and reviewing proposed amendments to the Zoning Bylaw has consumed an inordinate amount of staff time. Should Council adopt the proposed Zoning Bylaw amendments and the accompanying agreements, it is anticipated that significant amounts of staff time will be required to conduct a robust public consultation process to identify the community’s wishes with regard to the use of the $17,000,000 amenity package. In addition, there will be a number of permit processes related to the upgrading of the Macaulay Pump Station.

3. Financial Implications

Details of the financial implications are found in the attached agreements.

4. Sustainability & Environmental Implications

The operations and maintenance portion of the building will be LEED ® Gold Certified. In addition, by only requiring two to four parking stalls on-site, the Capital Regional District has an opportunity to implement demand management transportation policies which generally lead to reduced greenhouse gas emissions from motor vehicles powered by fossil fuels.

Issues related to potential flooding, tsunami and other hazards will be addressed at the Building Permit stage through the certified report of a qualified professional that the land may be used safely for the use intended, along with a Covenant with Indemnity under section 56 of the *Community Charter.*

5. Communication & Engagement

A statutory public hearing will be required for Bylaw No. 2888. The public will also be allowed to comment on the three accompanying agreements, and the draft statutory right of way.

If Council adopts the bylaw, a robust consultation process will be undertaken to get ideas from the Township’s residents about how they would like to spend the $17,000,000 in a manner that respects the conditions on expenditures identified in the amenity agreements.

ALTERNATIVES:

I Staff recommendation:

1) That Council give first and second readings of ZONING BYLAW, 1992, NO. 2050, AMENDMENT BYLAW NO. 2888 being a bylaw to:
(a) Amend portions of Section 55 McLoughlin Point Special Use [I-3] Zone;
(b) Change the designation from Marine Navigation [M-4] Zone to McLoughlin Point Special Use [I-3] Zone of certain portions of the McLoughlin Point property;
(c) Change the Zoning Map to reflect the changes in zoning classification;
(d) Update the Marine Navigation [M-4] Zone to reflect the updated legal description for McLoughin Point; and
(e) Update the definitions of "Sewage Pumping Facility" and "Sewage Screening Facility";

2) That Council authorizes the Corporate Officer to schedule a Public Hearing on February 20, 2017 for Zoning Amendment Bylaw No. 2888, send mail notices and advertise for same in the local newspaper;

3) That Council authorize the Corporate Officer to include in the Public Hearing notices and advertisement a statement indicating that Council will also accept comments from the public regarding the proposed Host Community Impact 5-Year Agreement, the Community Impact Mitigation & Operating Agreement, the Amenity Reserve Fund Administration Agreement, and the Statutory Right of Way for future trail during the Public Hearing; and

4) That prior to consideration of adoption, the Capital Regional District execute the Host Community Impact 5-Year Agreement, the Community Impact Mitigation & Operating Agreement, and the Amenity Reserve Fund Administration Agreement in substantially the same form as presented at Public Hearing.

II Alternative:

That Council request that staff continue to negotiate for alternative amenities or zoning regulations..

CORPORATION OF THE TOWNSHIP OF ESQUIMALT

BYLAW NO. 2888

A Bylaw to amend Bylaw No. 2050, cited as the
"Zoning Bylaw, 1992, No. 2050"

THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF ESQUIMALT, in open meeting assembled, enacts as follows:

1. This bylaw may be cited as the *"ZONING BYLAW, 1992, NO. 2050, AMENDMENT BYLAW NO. 2888"*.

2. That Bylaw No. 2050, cited as the "Zoning Bylaw, 1992, No. 2050" be amended by:

   (a) updating Section 55 **McLOUGHLIN POINT SPECIAL USE [I-3] ZONE** to reflect the language as shown on Schedule "A", which is attached to and forms a part of this bylaw;

   (b) changing the zoning designation from **MARINE NAVIGATION [M-4] ZONE** to **McLOUGHLIN POINT SPECIAL USE [I-3] ZONE** of any portion of the parcel known as 337 Victoria View Road with legal description of PID 030-006-813 Lot 1, Section 11 and part of the bed of Victoria Harbour, Esquimalt District, Plan EPP36468 shown cross-hatched on the plan attached as Schedule 'B' to this bylaw, not already in the I-3 Zone [*such change resulting from the updated Plan EPP36468 incorporating former water lots*];

   (c) changing the Schedule 'A' Zoning Map, attached to and forming part of "Zoning Bylaw, 1992, No. 2050" to show the changes in zoning classification effected by this bylaw;

   (d) updating Section 63(1)(d) in the **MARINE NAVIGATION [M-4] ZONE** to reflect the updated legal description noted above, such that it reads:
   "(d) Boat Moorage Facility, abutting Lot 1, Plan EPP36468"
   and

   (e) updating the Section 2 **DEFINITIONS** of :Sewage Pumping Facility and Sewage Screening Facility to reference, respectively, odour control and grit collection such that these definitions read as follows:
   "Sewage Pumping Facility" means a combination of electrical and mechanical equipment, primarily within one or more buildings that includes odour control for the facility, that establishes a hydraulic head on raw sewage.
   "Sewage Screening Facility" means the equipment necessary to remove and dispose of objects from raw sewage, including grit as well as objects that would otherwise float when discharged to the Sea.

READ a first time by the Municipal Council on the ---- day of ---------, 2017.

READ a second time by the Municipal Council on the ---- day of ---------, 2017.

A Public Hearing was held pursuant to the *Local Government Act* on the ---- day of -------, 2017.

READ a third time by the Municipal Council on the ---- day of ---------, 2017.

ADOPTED by the Municipal Council on the ---- day of ---------, 2017.

BARBARA DESJARDINS MAYOR	ANJA NURVO CORPORATE OFFICER

ZONING BYLAW, 1992, NO. 2050, AMENDMENT BYLAW NO. 2888

SCHEDULE "A"

55. McLOUGHLIN POINT SPECIAL USE [I-3]

The intent of this Zone is to accommodate the Core Area Liquid Wastewater Treatment Plant, and commercial, high-tech industrial, recreational and educational and accessory uses, or any combination thereof. The Zone provides for the wastewater treatment plant, and a density-bonusing structure and amenities to maximize the development potential of the site for the proposed 108 mL wastewater treatment plant by redirecting amenities that might otherwise have been located on these lands to other municipal, waterfront and community projects that support the use and long-term integration with the site, and providing for amenities off-site given the lost opportunity for amenities on-site. Non-industrial uses are contingent on satisfaction of environmental and contaminated site requirements.

(1) **Permitted Uses**

(a) Accessory office
(b) Accessory Residential, subject to Section 26
(c) Wastewater Treatment Plant, which may include any or all of the following uses:
  (i) Commercial Instruction and Education
  (ii) Educational Interpretive Centre
  (iii) Research Establishment
  (iv) Business and Professional Office
  (v) Marine Outfall
  (vi) Accessory uses
(d) Business and Professional Office
(e) High technology uses
(f) Accessory Retail
(g) Hotel
(h) Entertainment and Theatre
(i) Boat Moorage Facility
(j) Park

(2) **Density – Wastewater Treatment Plant**

In this section:
"**Immediate Community**" means the upland area travelling from the subject property, west along the marine boundary to and including Macaulay Point Park, north along Clifton Terrace and Lampson Street to Esquimalt Road, then east along Esquimalt Road to the Township's municipal boundary, south along the municipal boundary then along the marine boundary back to the subject property;
and

"**Nearby Community**" means the upland areas within a 2.5 kilometre radius of the subject property, and including the Immediate Community.

In accordance with the provisions of Section 482 of the *Local Government Act*, density for the wastewater treatment plant ("WWTP") is established

by way of base density, for which no conditions apply, and bonus density on the provision or satisfaction of conditions identified below, including the provision of amenities in the Immediate and Nearby Community in recognition of the owner's desire for maximum development coverage on-site for the wastewater treatment plant, and the corresponding lost opportunity to provide amenities on-site. For greater certainty, the regulations of this section do not apply to other uses in this Zone.

(a) **Base Density:**

(i) The Floor Area Ratio shall not exceed 0.05;
(ii) The Floor Area shall not exceed 675 square metres, excluding processing tanks and generators completely enclosed within a Building;
(iii) Lot Coverage shall not exceed 15%;
(iv) Plant capacity not to exceed 15 million litres per day, Average Dry Weather Flow (ADWF);

(b) **Bonus Density:**

(i) The Floor Area Ratio shall not exceed 0.35;
(ii) The Floor Area shall not exceed 4,500, square metres, excluding processing tanks and generators completely enclosed within a Building;
(iii) Lot Coverage shall not exceed 65%;
(iv) Plant capacity not to exceed 108 million litres per day, Average Dry Weather Flow (ADWF);

all on the provision or satisfaction of all of the following conditions:

(1) Traffic integration amenities, in the form of traffic calming, speed bumps, speed cushions, speed readers with signage, enhanced boulevard curbing and landscaping and bike lanes on streets in the Immediate Community, as follows:
   a. Township's streets adjacent to and within one block radius of all elementary schools, and
   b. Township's Lyall Street from Lampson Street to Head Street and Head Street from Lampson Street to Dunsmuir Street,
   c. on all remaining Township streets between Lampson Street and Esquimalt Road and the subject property that are materially affected by construction traffic,

   items (1)(a) and (1)(b) collectively of a value no less than $950,000**.**
(2) Education and Interpretive Centre: space that can be used for a conference room on-site for students and the public to learn about wastewater treatment and management, made available at no charge for use by schools, government bodies, non-profit organizations and individuals as requested during normal hours of operation: Minimum 75 square metres of floor area, either in main lobby or a separate room.
(3) High efficiency air filter systems to mitigate any negative effects caused by the construction and related traffic of the

WWTP project on air quality and odour reduction for the following schools:

a. Esquimalt High School
b. Highrock Middle School
c. École Macaulay Elementary School
d. École Victor Brodeur

(4) Operations and Maintenance Building portion of the wastewater treatment plant designed and built to LEED® Gold standard, certified within one year of construction completion, or such longer period as required to address deficiencies provided the initial review and report is completed within the first year.

(5) Macaulay Point Pump station, upgraded to standards of design, materials and quality of construction consistent with recent Craigflower Pump Station project, with odour mitigation measures to be installed in Macaulay Pump station, and Lang Cove Pump station, providing for an odour detection level no greater than five (5) odour units measured at the property lines (or fence lines where applicable).

(6) Public open space (no less than 140 square metres).

(7) Public Art on public open space of a value no less than $100,000, if on-site then visible and oriented both to passing boats and floatplanes, respecting and exploiting the subject property's prominent position as entrance to the Victoria Harbour; or off-site, both options in accordance with the Township's public art policy.

(8) The provision of public open space improvements of a value no less than $75,000.

(9) Public Walkway: Design of building and site to either incorporate public accessible trail along waterfront, or to provide for Statutory Right of Way for future trail corridor and development.

(10) Operations & Maintenance Building portion of wastewater treatment plant use to incorporate a green roof, with a minimum area(s) of 1600 square metres and for a minimum of 80% of the roof, including for the purposes of providing screening and bird habitat.

(11) Heritage Interpretative Signage, recognizing the historic uses on the subject property and process to transition to current uses (Minimum 5 signs for stations in public open space area).

(12) Reinstatement of all roads (including but not limited to paved areas, sidewalks, boulevards) affected by establishment of wastewater treatment plant, to a condition equal to or better than existed before construction.

(13) Odour-reducing measures providing for an odour detection level no greater than five (5) odour units measured at the property lines, and noise mitigation measures including a high degree of noise attenuation with all louvres, doors, and noisy equipment such as blowers requiring noise attenuation, such that noise does not exceed 60 dBA outside of the property lines.

(14) Facility design to ensure that any products, byproducts, biosolids or other goods and commodities be transported off-site only by means of piping or marine access, thereby reducing negative transportation impacts on the Immediate Community.

(15) That no odour-causing and/or methane-producing (of any level) facilities related to the use of the subject property be located off-site within the Nearby Community, except for pipes, outfalls, pumping stations and accessory appurtenances.

(16) One-time contribution of $17,000,000 [Seventeen Million Dollars] to the McLoughlin Point Amenity Reserve Fund(s), to be used or committed for use for capital projects in relation to municipal waterfront parks, municipal community recreational buildings and spaces and the Township's emergency services and public safety facilities within a period of 5 years from the receipt of funds by the Township.

(17) Annual contribution of $55,000 adjusted annually for any increase in CPI for Victoria, British Columbia, to McLoughlin Point Operating Reserve Fund.

(18) Ongoing liaison committee formed with representatives from Township, local schools, health authority, DND officials community groups and other interested parties (all as available and as interested), along with operators on subject property, with meeting space provided on subject property at no cost at least once/monthly, including to review satisfaction of above conditions and ongoing operations.

(3) **Building and Structure Height**

(a) No Building or Structure shall exceed a Height of 15 metres.

(b) Notwithstanding anything to the contrary in this section, the maximum height of a building or structure located within 20 metres of the High Water Mark is 5.0 metres.

(c) In this Zone, given the disturbed nature of the brownfield site, Grade is deemed to be calculated based on the average of the sum of the existing elevations measured at each vertex of a hypothetical polygon formed by sides connecting the outermost limits of the proposed building such that no interior angle exceeds 180 degrees and the sum of all interior an interior angles of the polygon is equal to: (the number of sides of the polygon -2) x 180. Existing grades were established by survey on January 27, 2017.

(d) For greater certainty with respect to the height exemptions of Section 15(4), chimneys may project more than 1.5m from the highest point of the roof provided that they do not exceed a maximum height of 16.5 metres as measured from Grade, and provided the purposes of the chimney height includes reduction of odour and noise in the Immediate Community.

(4) **Siting Requirements**

(a) No Building shall be located within 7.5 metres of a Lot Line that is shared with a Parcel zoned for residential Use.

(b) Front Setback: No Building shall be located within 5.75 metres of the Front Lot Line, and the main building for the site shall not be set back more than 6.25 metres from the Front Lot Line.
   (i) For the purposes of this Zone, where there is no abutting highway, the private road from which the property gains access shall be considered the Front Lot Line;
   (ii) The Front Setback for Buildings does not apply to electrical generators, transformers and other similar structural appurtenances.

(c) Exterior Side Setback: No Building shall be located within 4.5 metres of an Exterior Side Lot Line.

(d) No Building shall be located within:
   (i) 10 metres of the High Water Mark at the eastern portion of the site as measured from a line parallel to the north property line at a (straight-line) distance of 144 metres from the north property line, as shown on Plan EPP36468;
   (ii) 7.5 metres of the High Water Mark for all remaining portions of the site.

(5) **Screening and Landscaping**

(a) Screening and Landscaping shall be provided in accordance with Section 23.

(b) Subject to subsection (c), landscaping shall be provided along the entire Front Lot Line for a minimum width of 7.5 metres except for points of ingress and egress. In the case of a Corner Lot, the exterior Side Yard Setback of 4.5 metres shall be landscaped except for points of ingress and egress.

(c) For the wastewater treatment plant use:
   (i) A landscaped buffer shall be located between the building and the High Water Mark which:
      (A) shall be a minimum 4.5 metres in width for at least 85% of the exterior perimeter retaining wall facing the marine boundary;
      (B) shall average an overall minimum 5.0 metres in width;
      (C) shall cover a minimum area of 1,250 square metres; and
      (D) landscaping shall be of sufficient quality and quantity as to contribute to the screening of a wastewater treatment plant building and tanks from the marine environment.

   (ii) A landscaped buffer shall be located in the Front Setback and shall be the entirety of the Front Yard, except for:
      (A) places of entrance, egress and loading spaces, and
      (B) the placement of generators, transformers and other similar structural appurtenances that are screened from the road and parking spaces.

(iii) A landscaped buffer a minimum width of 5.0 metres shall be located at or adjacent to the north property line of the site, which buffer may be located on adjacent lands.

(iv) Section 22(1) and (2) do not apply to the retaining walls associated with the sea wall, landscaped buffer or located within the setback from the HWM.

(6) **Off Street Parking**

(a) Off street parking shall be provided in accordance with the requirements as specified in Parking Bylaw, 1992, No. 2011 (as amended) for all uses other than wastewater treatment plant use and its included uses under Section 55(1)(c).

(b) Notwithstanding Section 13 of Parking Bylaw, 1992, No. 2011 (as amended), the minimum number of required off street parking spaces for wastewater treatment plant use, and its included uses under Section 55(1)(c), shall be two (2) spaces, with maximum four (4) spaces, and may not be located within the setback areas from the HWM.

(c) Notwithstanding Section 9(3), 14 and 15 of Parking Bylaw, 1992, No. 2011 (as amended), the minimum number of required off street loading spaces for wastewater treatment plant use shall be two (2) spaces, and loading areas and loading spaces may be located within the area of landscaped buffer for the Front Setback only, and partially off-site.

(7) **Severability and Satisfaction**

(a) In addition to Section 5 of this Bylaw, and for greater certainty for this Zone, should any measure of density, associated condition or amenity be held to be invalid by the decision of any Court of competent jurisdiction, that measure of density, condition or amenity may be severed without affecting the validity of the density-bonusing scheme and other measures of density, conditions or amenities.

(b) Where a condition requires the approval or permission of an authority beyond the control of the property owner, then the condition shall be interpreted as requiring the property owner's all reasonable efforts to secure such approval or permission.

(c) Where a condition is severed, or all reasonable efforts under this provision have not resulted in the necessary third-party approval, then the condition shall be deemed satisfied on the provision of:

(i) an independent appraisal estimating the cost of the provision of the amenity or satisfaction of the condition, if the condition had been satisfied; and

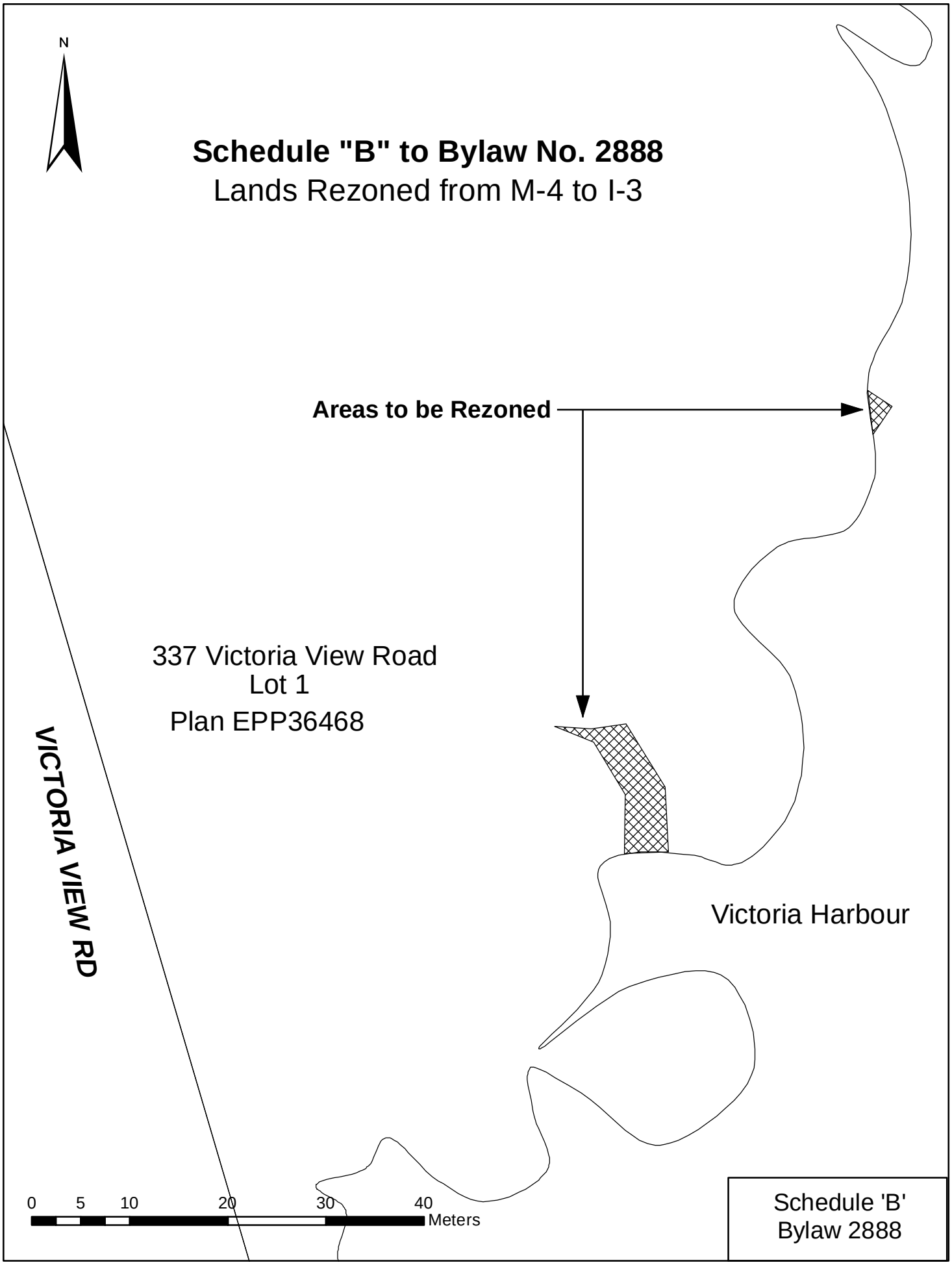
(ii) a cash contribution equivalent to the cost of the provision of the amenity or satisfaction of the condition, from the property

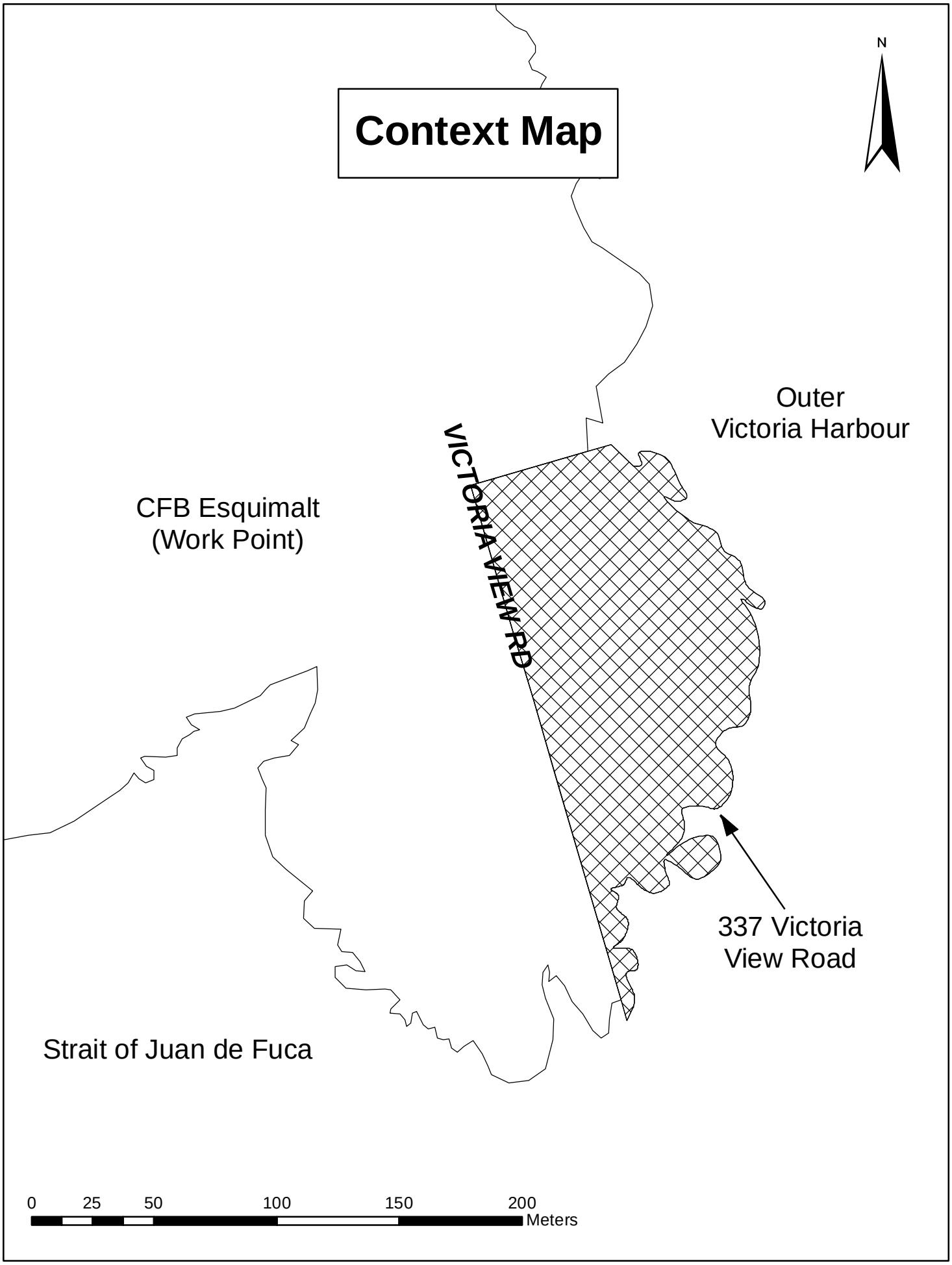
owner to the Township for the McLoughlin Point Amenity Reserve Fund, such monies to be used for replacement amenities or conditions that are consistent with governing authority, including amenities that reflect the intent of the amenity that could not be provided, or further enhancements or additions to remaining amenities or conditions.

ZONING BYLAW, 1992, NO. 2050, AMENDMENT BYLAW NO. 2888

SCHEDULE "B"

337 VICTORIA VIEW ROAD


N
Schedule "B" to Bylaw No. 2888
Lands Rezoned from M-4 to I-3
Areas to be Rezoned
337 Victoria View Road
Lot 1
Plan EPP36468
VICTORIA VIEW RD
Victoria Harbour
0 5 10 20 30 40
Meters
Schedule 'B'
Bylaw 2888


Context Map
N
Outer
Victoria Harbour
VICTORIA VIEW RD
CFB Esquimalt
(Work Point)
337 Victoria
View Road
Strait of Juan de Fuca
0
25
50
100
150
200
Meters

HOST COMMUNITY IMPACT 5-YEAR AGREEMENT

THIS AGREEMENT made this ___ day of February, 2017.

BETWEEN:

CAPITAL REGIONAL DISTRICT

625 Fisgard Street
Victoria, B.C.
V8W 1R7

(the "**CRD**")

OF THE FIRST PART

AND:

THE CORPORATION OF THE TOWNSHIP OF ESQUIMALT

1229 Esquimalt Road
Victoria, B.C.
V9A 3P1

(the "**Township**")

OF THE SECOND PART

W H E R E A S:

A. The CRD is required under its liquid waste management plan and federal regulatory requirements to construct and operate a facility to provide sewage treatment for the residents of the Township and the municipalities of Victoria, Saanich, Oak Bay, Colwood, View Royal and Langford (collectively the "**Core Area**") and the CRD has identified the following lands at McLoughlin Point as the site for the Waste Water Treatment Plant (the "**WWTP**"):

PID: 030-006-813, Lot 1, Section 11 and Part of the Bed of Victoria Harbour, Esquimalt District, Plan EPP36468 (the "**Project Lands**")

B. The Township has raised concerns as host community of the WWTP regarding the direct and indirect impacts on the community of the presence of the WWTP within its boundaries and on the Project Lands. The Township has permitted the land use for the purpose of sewage treatment and disposal with both a base density and bonus density, the latter permitted only on the provision of amenities in accordance with section 482 of the *Local Government Act.* The CRD acknowledges that the construction of the WWTP to a standard that permits the proper operation of the WWTP to meet the standards determined in the approved CRD liquid waste management plan will necessitate the CRD providing amenities under municipal zoning;

C. The CRD is mindful of those concerns and wishes to take reasonable measures to address such concerns, including:

a. suggesting and agreeing to off-site amenities within the Township in order to permit the CRD to maximize the development intensity, coverage and density of the Project Lands for the WWTP use only; and

b. registering, prior to the use of the Project Lands for the WWTP, a **Statutory Right of Way** for public access and future waterfront public trail;

D. In order to address the impacts and consequences that the Township may experience in hosting the WWTP including but not limited to loss of opportunity for development of additional public waterfront space and commercial development on a prominent site on the entrance to Victoria Harbour, the parties have agreed to the terms and conditions of this host community impact agreement as more particularly set out in sections 2 to 16 of this Agreement (the "**Host Community Conditions**").

E. The CRD also acknowledges the significance of municipal zoning processes and has advised the preferred proponent to ensure that its design for the Plant complies with the applicable zoning and related Township of Esquimalt requirements.

F. The Township has amended the Zoning Bylaw, 1992, No. 2050 through the adoption of Zoning Bylaw, 1992, No. 2050, Amendment Bylaw 2888 (the "**Rezoning Bylaw**", and Zoning Bylaw, 1992, No. 2050 as amended by the Rezoning Bylaw is the "**Zoning Bylaw**") which updates the density bonusing framework under section 482 of the *Local Government Act* and the parties wish to address some additional issues relating to the amenities contemplated in the Zoning Bylaw in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and covenants contained in this Agreement and other good and valuable consideration, the CRD and the Township covenant and agree with each other as follows:

1.0 Term

This Agreement shall have a term of five (5) years commencing on the calendar day following the date that the Zoning Bylaw is adopted.

2.0 Construction Phase - Traffic Management

Recognizing that the construction phase of the WWTP will generate construction traffic, emissions associated with construction and noise in the Township, especially on adjacent residential neighbourhoods, the CRD agrees to do the following at its cost:

(i) <u>Traffic Management Plan</u>

The CRD shall cause the WWTP Contractor to work with the Township, and the Township shall work with the WWTP Contractor in good faith on the preparation of a traffic management plan (the "**Traffic Management Plan**") to apply to the transport through the Township of materials and equipment ("**WWTP-related Truck Traffic**") taking into account issues of community concern regarding the frequency, times and type of heavy vehicle traffic. The Traffic Management Plan shall be subject to the approval of the Township, acting reasonably.

Without limiting the generality or scope of what the Traffic Management Plan may address, the Traffic Management Plan shall:

(A) specify the routes within the Township that must be taken by anyone going/coming to the Project Lands for the WWTP;

(B) specify the streets where no WWTP-related Truck Traffic is permitted, except in the case of emergency;

(C) specify the streets where no WWTP-related Truck Traffic is permitted;

(D) specify the use of a staging area in proximity to the Project Lands to reduce truck parking on roadways waiting to make deliveries of materials;

(E) specify the hours of operation for WWTP-related Truck Traffic;

(F) specify the measures to be taken to reduce and mitigate noise, dust and other impacts from WWTP-related Truck Traffic;

(G) implement supplementary crossing guards where appropriate; and

(H) include other measures acceptable to the Township, acting reasonably, as the CRD and the WWTP Contractor develop to address the trucking of materials through the Township and other traffic associated with the WWTP Project.

(ii) Monitoring and Reporting of Traffic

The CRD shall, or shall cause the WWTP Contractor to, monitor and report monthly to the Township on traffic management matters and in particular shall identify:

(A) the number and frequency of trips to the Project Lands by truck; and

(B) the purpose of truck trips and identification of materials and equipment.

(iii) CRD Contact

The CRD shall provide to the Township the name and contact details of a traffic management contact person (who may be employed by the WWTP Contractor).

(iv) Enforcement

The CRD has committed to vigilant enforcement of trucking requirements and implementation of the Traffic Management Plan. To evidence its commitment, and in recognition that breaches of the Traffic Management Plan increase the negative effects on and costs to the Township (e.g. for enforcement, inspections, administration of complaints, additional wear and tear on roads, etc.), the CRD agrees:

(A) to fully enforce its contractual rights and remedies related to traffic management against the WWTP Contractor;

(B) to promptly respond to complaints from Township residents and to report to the Township; and

(C) other measures may be supplemented by bylaw enforcement either by the CRD or the Township. The parties acknowledge that enforcement decisions remain at the discretion of the CRD Board and the Township Council.

3.0 LEED® Gold Certification for Operations and Maintenance Building

The parties acknowledge and agree that LEED® Gold certification is given by an authority beyond the control of the CRD and that accordingly section 55(7)(b) and (c) of the Zoning Bylaw applies to the LEED® Gold certification requirement of section 55(2)(b)(4) of the Zoning Bylaw.

4.0 Odour-Reducing Improvements

(i) The CRD shall cause the WWTP to be designed and constructed to incorporate odour-reducing technology intended to result in odour levels that will not exceed five (5) odour control units as measured at the boundary of the Project Lands.

(ii) The CRD will not accept the WWTP until the standard under paragraph 4.0(i) can be met.

(iii) If, following commissioning, the WWTP emits odour in excess of 5 odour control units as measured at the boundary of the Project Lands, the CRD shall, expeditiously and in good faith, use all reasonable efforts to investigate and remediate the source of the odour in order to reduce odour to the agreed level.

5.0 Design Review Process

The CRD recognizes that the Project Lands are designated a development permit area in accordance with the *Local Government Act* and therefore the final decision on design and permit issuance rests with the Township's Council (subject however to appeals, judicial review and the authority of the Minister of Environment under the *Environmental Management Act*). The CRD will bring forward the final design as part of its development permit application for consideration by Township Council, but is free to seek input from Township Staff and Council in advance.

6.0 Restoration of Road Surfaces

(i) The CRD shall cause the road surfaces affected by the construction of the WWTP, as determined by the Township acting reasonably, to be reinstated (including but not limited to affected paved areas, sidewalks and boulevards) to a condition that reflects current conditions or better, including the installation of sidewalks and curbs. For efficiency, the implementation of such reinstatement

work will be coordinated with the implementation of the traffic integration amenities contemplated in section 10.0 of this Agreement.

(ii) The CRD, the Township and the WWTP Contractor shall, without cost to the Township, conduct pre-construction and post-construction assessments of the conditions of road surfaces referred to in section 6.0(i) of this Agreement.

7.0 Air Filters for Schools

The CRD will work with the Township and the School District to determine the reasonable timing, scope and implementation methodology for the provision of high efficiency air filter systems (which for certainty does not require the CRD to pay for the replacement of HVAC systems) to improve air quality and odour reduction for the four schools referred to in section 55(2)(b)(3) of the Zoning Bylaw, including:

(i) establishing monitoring in each school to determine current (i.e. pre-construction) air quality and odour levels;
(ii) monitoring the effect of construction activity on air quality and odour at each school, and within 4 weeks after the start of construction reporting to the School District the results of that monitoring;
(iii) in a timely manner, consulting with the School District regarding measures to be taken at each school to mitigate the effect of construction activity on air quality and odour, for the approval of the School District and the CRD, each acting reasonably;
(iv) continuing to monitor the effect of construction activity at each school throughout the construction period; and
(v) promptly implementing all such approved mitigation measures.

8.0 Water System Upgrades

Recognizing that the WWTP will require the water service to be upgraded, the CRD agrees, as part of the water service upgrade, to provide fire hydrants and appurtenances as requested by the Township, acting reasonably, to coincide with upgrades to the City of Victoria's water system located within the boundaries of the Township, as necessary for the proper operation of the WWTP.

9.0 Conduits

The CRD will advise the Township regarding the timing and extent of excavation of highways in the Township in connection with construction of the WWTP. Upon the request of the Township, in conjunction with highway excavation and reinstatement the CRD shall install or cause to be installed underground conduit. It is acknowledged and agreed, however, that nothing in this Agreement obliges the CRD to install anything within the conduit at the time of construction of the WWTP or otherwise.

10.0 Traffic Integration Amenities

With respect to the amenities referred to in section 55(2)(b)(1)c. of the Zoning Bylaw, the CRD will, in good faith and in cooperation with the Township having regard to its plans for such improvements, design and install additional traffic calming and bicycle lane improvements on streets between Lampson Road and Esquimalt Road and the Project Lands that are materially affected by WWTP construction activity, which improvements may include, as reasonably appropriate, speed bumps, speed cushions, enhanced boulevard curbing and landscaping, all at the sole cost of the CRD, and at the direction of the Township acting reasonably.

11.0 Lyall Street Enhancement

With respect to the amenities referred to in section 55(2)(b)(1)a. and b. of the Zoning Bylaw, the Township will design such amenities based on public consultation and will provide the design and estimated cost to the CRD for its approval, acting reasonably. The CRD will pay the cost of the design and installation of such approved amenities up to $950,000.

12.0 Open Space Improvements

Provision of a statutory right of way for a future public waterfront walkway shall be in a form acceptable to the Township, acting reasonably, under which the public will not have a right of access nor will the Township assume maintenance liability or operational responsibility unless or until a walkway is constructed on the WWTP site that is connected to a public walkway providing public access from one or more boundaries of the Project Lands

13.0 Public Art and Interpretive Signage Improvements

In satisfaction of sections 55(2)(b)(7) and 55(2)(b)(11) of the Zoning Bylaw, the CRD will provide a cash contribution of $100,000 to provide for public art and historical interpretive signage that may be internally or externally displayed. The historical interpretive signage shall be of a design, materials and quality of construction and installation as directed by the Township acting reasonably, and shall be completed prior to the termination of this Agreement. The public art shall be determined following a process that includes approval of both the CRD and the Township and will be determined and implemented in accordance with the Township's public art policy.

14.0 Macaulay Point

In recognition of the prominent waterfront location and park, the CRD shall further investigate the relocation of the works yard located at Macaulay Point. The Township will assist by providing office and parking space for related office staff in emergency services and public safety facilities, however the works yard would not be relocated to such facilities.

15.0 Access Hours for WWTP Spaces

The CRD will in good faith consider allowing access to the meeting room and interpretive space to be included in the WWTP on weekends and evenings when booked through the CRD for educational purposes.

16.0 Capital Improvement Amenities and Reserve Funds

The one-time contribution of $17,000,000 [SEVENTEEN MILLION DOLLARS] to be provided by the CRD to the McLoughlin Point Amenity Reserve Fund(s) in accordance with section 55(2)(b)(16) of the Zoning Bylaw will be used as follows:

16.1 Waterfront Park Improvements

$7,000,000 [SEVEN MILLION DOLLARS] is to be used by the Township for the improvement of the waterfront parks at: (i) Macaulay Point, (ii) Saxe Point and/or (iii) Gorge Point, or (iv) any other waterfront park area identified by the Township and approved by the CRD acting reasonably.

16.2 Recreational/Public Space Improvements

$5,000,000 [FIVE MILLION DOLLARS] is to be used by the Township for the addition or improvement of public and/or community space within recreation facilities in the Township, noting:

(i) funds shall only be expended in relation to lands made available for public recreation or other community use, and which are owned by the Township in fee simple, or granted/ dedicated as park (including but not limited to Archie Browning Centre and Bullen Park); and

(ii) there is no intent to provide commercial space to business, and the expenditure of funds shall not violate the assistance to business restrictions under the *Community Charter.*

16.3 Emergency Services and Public Safety Facilities

$5,000,000 [FIVE MILLION DOLLARS] is to be used by the Township for the construction, addition or improvement of emergency services and public safety facilities (which may include offices for other municipal functions) within the Township. The Township will make available to the CRD in one or more of such facilities approximately 250 square feet of office space and two (2) parking spaces, each acceptable to the CRD acting reasonably, for which the CRD will not pay rent but will pay its proportionate share of operating costs. The Township will consult with the CRD and act reasonably to accommodate any reasonable request by the CRD to rent additional office and/or parking space in such facility(ies) at market rates and terms.

16.4 Reserve Account for Certain Cash Contributions

The cash contributions referred to in this Section 16.0 will be dealt with as follows:

(a) the Township will establish (and will maintain until all funds have been expended) one or more segregated accounts for such cash contributions and will confirm to the CRD when those accounts have been established ("**Reserve Funds**");

(b) once the Reserve Funds have been established and a building permit for the WWTP

has been issued by the Township, the CRD will advance the above amounts to the Township for deposit into the Reserve Funds; and

(c) the Township will be entitled to use the Reserve Funds to further the applicable purposes described in this Agreement and for no other purpose.

17.0 Satisfaction

The parties have worked extensively to cooperate and respect each other's respective jurisdiction, responsibilities and autonomy as local governments, and in recognition thereof:

(a) The Township confirms that the fulfillment of the Host Community Conditions, the registration of the Statutory Right of Way, and the payment of the amounts under this Agreement and the amounts under the Community Impact Mitigation & Operating Agreement will be full satisfaction of the Township's concerns relating to the establishment of the WWTP on the Project Lands. For greater certainty, this confirmation does not relieve the CRD of compliance with this Agreement nor does it govern issues which may arise in the future in relation to ongoing use and operation, or replacement, of the WWTP that are not addressed in this Agreement.

(b) Provided the Rezoning Bylaw is adopted and a development permit and other Township permits are issued as necessary such that all work may proceed as contemplated to enable the CRD to fulfill its obligations under the liquid waste management plan and applicable regulations under the *Fisheries Act,* and the Township remains in compliance with this Agreement, the CRD will not:
   a. take or support any action to challenge the Township's Zoning Bylaw as pertaining to WWTP use and the Project Lands, these Agreements or the Statutory Right of Way (future trail use) and the Township and the CRD will work together to defend any such action by a third party; or
   b. seek an order under the *Environmental Waste Management Act* or other Provincial intervention regarding the siting and establishment of the WWTP within Township boundaries

18.0 Dispute Resolution

Where a matter in dispute arises under this Agreement, the Chief Administrative Officers of the parties shall meet promptly to attempt to resolve the dispute.

Where the Chief Administrative Officers are unable to resolve the dispute, then the matter may, with the concurrence of both the CRD and the Township, be submitted for mediation to a mediator appointed jointly by the parties.

If the matter cannot be resolved by mediation, or if the parties are unwilling to submit the matter to mediation, then the dispute shall be resolved by arbitration, by an arbitrator appointed jointly by the parties. The decision of the arbitrator shall be final and may include a requirement for specific performance by one or both parties.

The parties shall share the costs of the mediation or arbitration equally.

If the parties are unable to agree on the selection of an arbitrator within thirty (30) days of the later of the meeting of the Chief Administrative Officers, or the failure of the mediation, then either party may, upon giving written notice to the other party, apply to the Ministry of Community, Sport and Cultural Development (or the Ministry then having responsibility for local government affairs) for dispute resolution by way of binding arbitration contemplated by Division 3 of Part 9 of the *Community Charter.*

19.0 General Provisions

(a) No Fettering of Discretion

Nothing in this Agreement shall be considered to fetter any statutory discretion of the Board of the CRD or the Council of the Township nor to impair or waive any power, right or authority of the CRD or the Township under the *Community Charter,* the *Local Government Act* or any other enactment as defined in the *Interpretation Act.*

(b) Modification

No modification or amendment to this Agreement shall be binding unless executed in writing by both parties.

(c) Entire Agreement

This Agreement, along with (i) the Community Impact Mitigation & Operating Agreement, (ii) the Statutory Right of Way, (iii) the Amenity Reserve Fund Administration Agreement and (iv) the agreement of the CRD to reimburse the Township for professional and legal fees for all matters pertaining to the WWTP and related projects, including amendments, permits and approvals, since October 2016, constitutes the entire agreement between the parties and supersedes all previous discussions, negotiations, understandings, expectations, agreements of the parties, whether oral or written regarding the subject matter of these Agreements.

(d) No Assignment

This Agreement may not be assigned by either party, without the express written consent of the other party, which consent shall not be unreasonably withheld where the assignment is to another public authority.

(e) Applicable Law

This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia and in particular is subject to the jurisdiction of the Minister of Environment under the *Environmental Management Act*.

(f) Notice

It is hereby mutually agreed that any notice required to be given under this Agreement

will be deemed to be sufficiently given:

(a) to be delivered at the time of delivery; and

(b) if mailed from any government post office in the Province of British Columbia by prepaid registered mail addressed as follows:

if to the CRD: Chief Administrative Officer
625 Fisgard Street
Victoria, B.C.
V8W 1R7

if to the Township: Chief Administrative Officer
1229 Esquimalt Road
Victoria, B.C.
V9A 3P1

Unless otherwise specified herein, any notice required to be given under this Agreement by any party will be deemed to have been given if mailed by prepaid registered mail, or sent by facsimile transmission, or delivered to the address of the other party set forth on the first page of this Agreement or at such other address as the other party may from time to time direct in writing, and any such notice will be deemed to have been received if mailed or faxed, 72 hours after the time of mailing or faxing and, if delivered, upon the date of delivery. If normal mail service or facsimile service is interrupted by strike, slow down, force majeure or other cause, then a notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice must utilize any other such services which have not been so interrupted or must deliver such notice in order to ensure prompt receipt thereof.

(g) Waiver

The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

(h) Severability

Each article of this Agreement shall be severable. If any provision of this Agreement is held to be illegal or invalid by a Court of competent jurisdiction, the provision may be severed and the illegality or invalidity shall not affect the validity of the remainder of this Agreement.

(i) Interpretation

Wherever the singular or the masculine is used in this Agreement, this shall be deemed to include the plural, feminine or body politic or corporate as the context so requires.

(j) Counterparts

This Agreement may be executed in counterparts and when the counterparts have been executed by the parties, each originally executed counterpart, whether a facsimile, photocopy or original, will be effective as if one original copy had been executed by the parties to this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day, month and year first above written.

CAPITAL REGIONAL DISTRICT by its authorized signatories	)
	)
	)
_____	)
Name:	)
	)
_____	)
Name:	)

THE CORPORATION OF THE TOWNSHIP OF ESQUIMALT by its authorized signatories	)
	)
	)
_____	)
Name:	)
	)
_____	)
Name:	)

COMMUNITY IMPACT MITIGATION & OPERATING AGREEMENT

THIS AGREEMENT made this ____ day of February, 2017.

BETWEEN:

CAPITAL REGIONAL DISTRICT

625 Fisgard Street
Victoria, B.C.
V8W 1R7

(the "**CRD**")

OF THE FIRST PART

AND:

THE CORPORATION OF THE TOWNSHIP OF ESQUIMALT

1229 Esquimalt Road
Victoria, B.C.
V9A 3P1

(the "**Township**")

OF THE SECOND PART

W H E R E A S:

A. The CRD is required under its liquid waste management plan to construct and operate a facility to provide sewage treatment for the residents of the Township and the municipalities of Victoria, Saanich, Oak Bay, Colwood, View Royal and Langford (collectively the "**Core Area**") and the CRD has identified the following lands at McLoughlin Point as the site for the Waste Water Treatment Plant (the "**WWTP**"):

PID: 030-006-813, Lot 1, Section 11 and Part of the Bed of Victoria Harbour, Esquimalt District, Plan EPP36468 (the "**Project Lands**");

B. The Township has raised concerns as host community of the WWTP regarding the impacts on the community of the presence of the WWTP within its boundaries, including, without limitation:

a. demand on municipal services,
b. annual fire and safety inspections,
c. utility inspections,
d. inspections and repairs of road surfaces,
e. response to public inquiries and complaints, including with the Department of National Defence ("**DND**") and Victoria residents,
f. monitoring of operations and enforcement,
g. additional street cleaning,
h. additional liaison, including with DND;
i. additional wear and tear on recreational facilities, parks and other Esquimalt services;

j. additional economic development, tourism promotion, business recruitment and marketing required to overcome perceived negative influence of a regional wastewater facility,
k. additional security, policing and enforcement services,
l. for other social, environmental, and economic impacts generally,
(collectively the "**Impacts**")

all caused by or contributed to by activity associated with the WWTP construction or operation;

C. The CRD is mindful of those concerns and, in addition to undertaking certain actions under a host community impact agreement dated the same date as this Agreement (the "**Host Community Impact 5-Year Agreement**") has agreed to the payment of an annual amount by way of a community impact mitigation fee and other measures of an operational nature under, and in accordance with, this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and covenants contained in this Agreement and other good and valuable consideration, the CRD and the Township covenant and agree with each other as follows:

PART A – COMMUNITY IMPACT MITIGATION FEE

1.0 Community Impact Mitigation Fee

Subject to section 3 of this Agreement, the CRD shall pay the Township FIFTY-FIVE THOUSAND ($55,000.00) DOLLARS per year as adjusted annually under section 2.0 (the "**Community Impact Fee**") to compensate the Township for the Impacts.

2.0 Change in CPI

The amount of the fee payable under section 1 of this Agreement shall be adjusted as of January 1 of each year to reflect the increase, if any, in the Consumer Price Index for Victoria, British Columbia (all items) (the "**CPI**") for the 12 months ending the most recent December 1.

3.0 Invoice and Payment of Community Impact Fee

3.1 The Township shall provide to the CRD as of the 31st day of December in each year an invoice for the sum of FIFTY-FIVE THOUSAND ($55,000.00) DOLLARS (as adjusted annually under section 2.0) in relation to the impact on the Township of the WWTP for the previous calendar year.

3.2 The CRD shall cause the amount of the invoice to be paid to the Township on or before January 31 of the following year.

3.3 For greater certainty, the Township is not required to itemize or calculate the Impacts in any given year other than further to Section 2 of this Agreement, and there is no set-off or reduction other than further to Section 3 of this Agreement.

PART B – TERM

4.0 Term of Agreement

4.1 The obligations of the CRD under this Agreement shall be from January 1, 2017 until such time as the WWTP is replaced or decommissioned.

4.2 If the WWTP is replaced on the Project Lands, the parties shall in good faith negotiate a replacement agreement, and notwithstanding section 4.1, this Agreement shall remain in effect until replaced.

PART C – LIAISON COMMITTEE & OTHER OPERATING MATTERS

5.0 Liaison Committee

5.1 To provide a forum for the discussion of issues relating to construction and operation of the WWTP and other related activities, the CRD shall establish and maintain a liaison committee (the "**Liaison Committee**") to include representatives from the Township, the West Bay Neighbourhood Association, the Lyall Street Neighbourhood Association, Department of National Defence, CRD and, until acceptance of the WWTP by the CRD, the CRD's WWTP contractor.

5.2 The Liaison Committee will meet within thirty (30) days of the CRD's WWTP Contractor commencing work on site and thereafter at times established in the first meeting, and at least twice annually while the WWTP is in operation.

5.3 At the first meeting of the Liaison Committee, the members shall elect a chair and vice chair.

5.4 The CRD shall not be considered to be in breach of this section if any person invited to participate in the Liaison Committee or to send representatives to the Liaison Committee fails to do so.

5.5 The CRD will contact the Township's communications department staff when preparing press releases, preparing for the release of any public information, or organizing public events, to ensure the Township has an opportunity to provide input prior to the release of information about the construction and operation of the WWTP.

6.0 Biosolids Treatment Plant & Conveyancing

6.1 The CRD acknowledges and agrees that it will not make use of land situated within the Township for the purpose of a biosolids treatment facility or any other purpose (other than the conveyance of residual solids from the WWTP to a location not in the Township) associated with the treatment of biosolids or recovery of energy from biosolids.

6.2 The CRD further agrees that the conveyance of residual solids shall be located within dedicated highway corridors; if crossing over private land is required or anticipated, the CRD shall first consult with and obtain the

consent of the Township, acting reasonably, to such crossings, with the parties agreed that any crossing of private lands shall not substantially affect the development potential of those lands in accordance with existing zoning or anticipated through the Township's Official Community Plan.

6.3 The CRD further agrees to consult with the Township directly, not solely through the Township's representation on the CRD Board, prior to planning for, committing to or establishing any use of property associated with new or incremental solid or liquid waste management within the Township.

6.4 For clarity, the Township includes all lands owned by the federal crown including the Graving Dock and lands commonly referred to as the "DND lands" including but not limited to: Work Point, Macaulay Point, Buxton Green, Dockyards, Naden, and Naden North.

7.0 Odour

If the WWTP emits odour in excess of 5 odour control units as measured at the boundary of the Project Lands, the CRD shall expeditiously and in good faith, use all reasonable efforts to investigate and remediate the source of the odour in order to reduce the odour to the agreed level.

8.0 Density

CRD acknowledges and agrees that it will not seek to increase the authorized rate of discharge for effluent of 384,000 cubic metres per day without first consulting with the Township. The CRD further acknowledges that an amendment to the Zoning Bylaw is required prior to increasing WWTP capacity beyond 108 million litres per day, Average Dry Weather Flow. At the request of the Township not more than once per calendar year, the CRD will certify to the Township (in a form acceptable to the Township, acting reasonably) the capacity and authorized rate of discharge of the WWTP, including the maximum capacity and rate of discharge (both dated) since the last report under this section.

PART D – DISPUTE RESOLUTION

9.0 Dispute Resolution

9.1 Where a matter in dispute arises under this Agreement, the Chief Administrative Officers of the parties shall meet promptly to attempt to resolve the dispute.

9.2 Where the Chief Administrative Officers are unable to resolve the dispute, then the matter may, with the concurrence of both the CRD and the Township, be submitted for mediation to a mediator appointed jointly by the parties.

9.3 If the matter cannot be resolved by mediation, or if the parties are unwilling to submit the matter to mediation, then the dispute shall be resolved by arbitration, by an arbitrator appointed jointly by the parties. The decision of the arbitrator shall be final and may include a requirement for specific

performance of the provisions of this Agreement by one or both parties.

9.4 The parties shall share the costs of the mediation or arbitration equally.

9.5 If the parties are unable to agree on the selection of an arbitrator within thirty (30) days of the later of the meeting of the Chief Administrative Officers, or the failure of the mediation, then either party may, upon giving written notice to the other party, apply to the Ministry of Community, Sport and Cultural Development (or the Ministry then having responsibility for local government affairs) for dispute resolution by way of binding arbitration contemplated by Division 3 of Part 9 of the *Community Charter.*

PART E – GENERAL PROVISIONS

10.0 General Provisions

(a) No Fettering of Discretion

Nothing in this Agreement shall be considered to fetter any statutory discretion of the Board of the CRD or the Council of the Township nor to impair or waive any power, right or authority of the CRD or the Township under the *Community Charter,* the *Local Government Act* or any other enactment as defined in the *Interpretation Act.*

(b) Capital Liabilities

Nothing in this Agreement shall be interpreted as imposing any obligation or liability of a capital nature on the CRD.

(c) Modification

No modification or amendment to this Agreement shall be binding unless executed in writing by both parties.

(d) Entire Agreement

This Agreement, along with (i) the Host Community Impact 5-Year Agreement, (ii) the Statutory Right of Way, (iii) the Amenity Reserve Fund Administration Agreement and (iv) the agreement of the CRD to reimburse the Township for professional and legal fees for all matters pertaining to the WWTP and related projects, including amendments, permits and approvals, since October 2016, constitutes the entire agreement between the parties and supersedes all previous discussions, negotiations, understandings, expectations, agreements of the parties, whether oral or written regarding the subject matter of these Agreements.

(e) No Assignment

This Agreement may not be assigned by either party, without the express written consent of the other party, which consent shall not be unreasonably withheld where the assignment is to another public authority.

(f) Applicable Law

This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia and in particular is subject to the jurisdiction of the Minister of Environment under the *Environmental Management Act*.

(g) Notice

It is hereby mutually agreed that any notice required to be given under this Agreement will be deemed to be sufficiently given:

(a) to be delivered at the time of delivery; and

(b) if mailed from any government post office in the Province of British Columbia by prepaid registered mail addressed as follows:

if to the CRD: Chief Administrative Officer
625 Fisgard Street
Victoria, B.C.
V8W 1R7

if to the Township: Chief Administrative Officer
1229 Esquimalt Road
Victoria, B.C.
V9A 3P1

Unless otherwise specified herein, any notice required to be given under this Agreement by any party will be deemed to have been given if mailed by prepaid registered mail, or sent by facsimile transmission, or delivered to the address of the other party set forth on the first page of this Agreement or at such other address as the other party may from time to time direct in writing, and any such notice will be deemed to have been received if mailed or faxed, 72 hours after the time of mailing or faxing and, if delivered, upon the date of delivery. If normal mail service or facsimile service is interrupted by strike, slow down, force majeure or other cause, then a notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice must utilize any other such services which have not been so interrupted or must deliver such notice in order to ensure prompt receipt thereof.

(h) Waiver

The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

(i) Severability

Each article of this Agreement shall be severable. If any provision of this

Agreement is held to be illegal or invalid by a Court of competent jurisdiction, the provision may be severed and the illegality or invalidity shall not affect the validity of the remainder of this Agreement.

(j) Interpretation

Wherever the singular or the masculine is used in this Agreement, this shall be deemed to include the plural, feminine or body politic or corporate as the context so requires.

(k) Counterparts

This Agreement may be executed in counterparts and when the counterparts have been executed by the parties, each originally executed counterpart, whether a facsimile,

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day, month and year first above written.

CAPITAL REGIONAL DISTRICT by its authorized signatories	)
	)
	)
_____	)
Name:	)
	)
_____	)
Name:	)

THE CORPORATION OF THE TOWNSHIP OF ESQUIMALT by its authorized signatories	)
	)
	)
_____	)
Name:	)
	)
_____	)
Name:	)

AMENITY RESERVE FUND ADMINISTRATION AGREEMENT

THIS AGREEMENT made this ___ day of February, 2017.

BETWEEN:

CAPITAL REGIONAL DISTRICT

625 Fisgard Street
Victoria, B.C.
V8W 1R7

(the "**CRD**")

OF THE FIRST PART

AND:

THE CORPORATION OF THE TOWNSHIP OF ESQUIMALT

1229 Esquimalt Road
Victoria, B.C.
V9A 3P1

(the "**Township**")

OF THE SECOND PART

W H E R E A S:

A. The CRD and the Township have entered into an agreement (the "**Host Community Impact 5-Year Agreement**") under which, among other things, the parties have agreed how the CRD's one-time contribution of $17,000,000 [SEVENTEEN MILLION DOLLARS] to be made to the Township in accordance with section 55(2)(b)(16) of the Zoning Bylaw (as defined in the Host Community Impact 5-year Agreement) will be used; and

B. The CRD and the Township wish to enter into this Agreement to set out certain terms and conditions under which the funds so contributed by the CRD to the Township will be administered.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and covenants contained in this Agreement and other good and valuable consideration, the CRD and the Township covenant and agree with each other as follows:

1.0 Reserve Accounts for Cash Contributions

In accordance with section 16.4 of the Host Community Impact 5-Year Agreement, the cash contributions to be made by the CRD in accordance with section 55(2)(b)(16) of the Zoning Bylaw will be deposited in Reserve Funds (as defined in the Host Community Impact 5-Year Agreement). With respect to the ongoing administration of the Reserve Funds, the parties agree that:

(a) the Township will be entitled to use the Reserve Funds to further the applicable purposes described in the Host Community Impact 5-Year Agreement and for no

other purpose;

(b) the Reserve Funds may only be used to fund capital expenditures, which may include design development costs and engineering, consultation and professional fees but may not include operating costs;

(c) at any time after the second anniversary of the date of this Agreement, the Township may, after conducting applicable public consultation and related planning processes, reallocate up to 20% of the amount contributed to any of the Reserve Funds to another of the Reserve Funds, but may not (despite other authority with respect to reserve funds under local government legislation) transfer or loan the amounts to other Township reserve funds;

(d) Interest on the funds will be re-invested in the same Reserve Fund;

(e) if the development permit for the Macaulay pump station project has not been issued by the Township within three (3) months of complete application being made to the Township, the CRD may in its discretion give notice to the Township of the delay and:

i. from the receipt of such notice until the issuance of a development permit for the Macaulay pump station that is acceptable to the CRD, acting reasonably, the Township will not spend or commit any of the Reserve Funds beyond what had already been spent or contractually committed prior to receipt of the notice;
ii. if CRD notifies that development of the WWTP use at McLoughlin Point is abandoned, then promptly upon demand from the CRD the Township will repay to the CRD all unspent and uncommitted amounts from the Reserve Funds;

(f) the Township will advise the CRD at least annually on the status of each of the Reserve Funds and the projects to which the funds in the Reserve Fund are intended to be applied;

(g) should an annual report not be provided, or should there be a substantial irregularity that cannot be resolved by the respective Chief Administrative Officers (including provision of supplemental report) within 30 days of the CRD's expression of initial concern, the CRD may require that the Township's use of the funds be audited to confirm that they are being used in accordance with this Agreement and the Host Community Impact 5-Year Agreement by giving notice to the Township:

i. The CRD shall propose the name of the auditor.
ii. The Township may, acting reasonably, object to the auditor proposed by the CRD and if it does so the CRD will propose a different auditor for approval by the Township, acting reasonably.
iii. The Township will fully cooperate with the auditor, including providing all information requested by the auditor.
iv. The audit will be completed, subject to unexpected delays, within 30 days.
v. The Township and the CRD will take such steps that are required, based on the auditor's report, to ensure the terms of this Agreement are complied with,

including without limitation repayment of funds into the Reserve Funds.

vi. The costs of the audit will be borne equally by the parties;

(h) the Township intends to expend or commit (in an approved capital budget) the funds by:

i. December 31, 2020 (plus an amount of time equal to the period of any suspension under Section 1(e) of this Agreement), for the funds contributed under Section 16.1and 16.3 of the Host Community Impact 5-Year Agreement; and

ii. the fifth anniversary of the date the CRD advances the funds (plus an amount of time equal to the period of any suspension under Section 1(e) of this Agreement), for the funds contributed under Section 16.2 of the Host Community Impact 5-Year Agreement.

If the Township anticipates not spending or committing the funds by the dates noted above, the Township will so advise the CRD, will identify the amount of remaining funds, will provide evidence to the CRD that projects to achieve the original purposes and that will use the remaining funds will be approved and commenced, and will identify the reasonable revised timeframe for approving and commencing such project and spending the funds, for approval by the CRD acting reasonably; and

(i) if any amount of the funds is not expended or contractually committed by the above dates, as extended, the Township shall return such amount to the CRD promptly upon the CRD's request.

2.0 Dispute Resolution

Where a matter in dispute arises under this Agreement, the Chief Administrative Officers of the parties shall meet promptly to attempt to resolve the dispute.

Where the Chief Administrative Officers are unable to resolve the dispute, then the matter may, with the concurrence of both the CRD and the Township, be submitted for mediation to a mediator appointed jointly by the parties.

If the matter cannot be resolved by mediation, or if the parties are unwilling to submit the matter to mediation, then the dispute shall be resolved by arbitration, by an arbitrator appointed jointly by the parties. The decision of the arbitrator shall be final and may include a requirement for specific performance by one or both parties.

The parties shall share the costs of the mediation or arbitration equally.

If the parties are unable to agree on the selection of an arbitrator within thirty (30) days of the later of the meeting of the Chief Administrative Officers, or the failure of the mediation, then either party may, upon giving written notice to the other party, apply to the Ministry of Community, Sport and Cultural Development (or the Ministry then having responsibility for local government affairs) for dispute resolution by way of binding arbitration contemplated by Division 3 of Part 9 of the *Community Charter.*

3.0 General Provisions

(a) No Fettering of Discretion

Nothing in this Agreement shall be considered to fetter any statutory discretion of the Board of the CRD or the Council of the Township nor to impair or waive any power, right or authority of the CRD or the Township under the *Community Charter,* the *Local Government Act* or any other enactment as defined in the *Interpretation Act.*

(b) Modification

No modification or amendment to this Agreement shall be binding unless executed in writing by both parties.

(c) Entire Agreement

This Agreement, along with (i) the Community Impact Mitigation & Operating Agreement, (ii) the Statutory Right of Way, (iii) the Host Community Impact 5-Year Agreement and (iv) the agreement of the CRD to reimburse the Township for professional and legal fees for all matters pertaining to the WWTP and related projects, including amendments, permits and approvals, since October 2016, constitutes the entire agreement between the parties and supersedes all previous discussions, negotiations, understandings, expectations, agreements of the parties, whether oral or written regarding the subject matter of these Agreements.

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This Agreement may not be assigned by either party, without the express written consent of the other party, which consent shall not be unreasonably withheld where the assignment is to another public authority.

(e) Applicable Law

This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia and in particular is subject to the jurisdiction of the Minister of Environment under the *Environmental Management Act*.

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V8W 1R7

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1229 Esquimalt Road
Victoria, B.C.
V9A 3P1

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Each article of this Agreement shall be severable. If any provision of this Agreement is held to be illegal or invalid by a Court of competent jurisdiction, the provision may be severed and the illegality or invalidity shall not affect the validity of the remainder of this Agreement.

(i) Interpretation

Wherever the singular or the masculine is used in this Agreement, this shall be deemed to include the plural, feminine or body politic or corporate as the context so requires.

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This Agreement may be executed in counterparts and when the counterparts have been executed by the parties, each originally executed counterpart, whether a facsimile, photocopy or original, will be effective as if one original copy had been executed by the parties to this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day, month and year first above written.

CAPITAL REGIONAL DISTRICT by its authorized signatories	)
	)
	)
_____	)
Name:	)
	)
_____	)
Name:	)

THE CORPORATION OF THE TOWNSHIP OF ESQUIMALT by its authorized signatories	)
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_____	)
Name:	)
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_____	)
Name:	)

COPY

McLoughlin Point Wastewater Treatment Plant

Traffic Management Plan

Prepared by: Jeremy Klarenbach

1.0 Introduction **3**

2.0 Traffic Segregation & Routing **3**

2.1 Truck Traffic route *4*

2.2 Workforce Traffic *4*

2.3 Detour *4*

3.0 Signage **5**

4.0 Staging Area **5**

5.0 Hours of Work **5**

6.0 Noise & Dust mitigation **6**

7.0 Restrictions **6**

8.0 Reporting **6**

9.0 Risk Identification **6**

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1.0 INTRODUCTION

Harbour Resource Partners (HRP), which is a joint venture between AECOM Canada Ltd and Graham Infrastructure LP, has been contracted to design and build a new 108 ML/day wastewater treatment plant (WWTP) on McLoughlin Point. The construction of the WWTP will increase traffic within the surrounding community as a result of the construction activities. The purpose of the Traffic Management Plan is to:

- Consider the impact of construction on automotive and pedestrian traffic
- Identify designated traffic routing depending on the type and purpose
- Identify roadways that are not permitted for WWTP traffic
- Retain safety for all pedestrians and automotive traffic operating in surrounding area
- Identify the hours of work for WWTP truck traffic
- Control excessive noise and dust along the traffic route(s)
- Layout road detour for the off-site utility installation along Peters St.

2.0 TRAFFIC SEGREGATION & ROUTING

Construction traffic is categorized and segregated into specific routes to and from Esquimalt Road in order to manage the impact on residents living in the local area and provide consistency in which traffic will flow to and from the project:

- Truck Traffic
- Daily Workforce Traffic
- DND Laydown to Plant site

For illustration purposes Esquimalt Road is utilized as the boundary to traffic routing as the truck traffic will be using Esquimalt Road from local concrete supplier(s), Rock Bay staging area and the ferry delivery points.

In consideration of each route where possible we have evaluated multiple alternatives to arrive at our recommended traffic routing. These recommendations are described below and included in the Appendix for reference. Considerable attention has been made to areas such as Ecole Macaulay Elementary School, which are avoided to a greater extent to manage the impact in areas with increased pedestrian traffic.

As communication and to maintain adherence to the designated traffic routes, HRP will be incorporating the maps provided in Appendix A as part of the commercial arrangement with each vendor prior to deliveries. (Eg: maps will be incorporated within Purchase Orders/Agreements.)

Appendix A – outlines the separate traffic routing as follows:

- Truck Traffic Route illustrated in red is the heavy truck traffic such as: concrete trucks, over size loads, rebar deliveries, gravel trucks, equipment and material deliveries on flat-bed trucks, cube vans, light vehicles, etc
- Daily Workforce Traffic illustrated in blue is the workforce traffic that is required for employees to support the construction activities such as: light vehicles, small busses/shuttles, etc
- DND Laydown to Plant Site illustrated in green is the truck and light vehicle traffic that will be travelling to and from the DND Laydown and the plant construction site. This traffic

will include: over-size loads, cube vans, equipment and material deliveries, light vehicles, workforce shuttle and gravel trucks, etc.

2.1 Truck Traffic route

The truck traffic route was reviewed and evaluated utilizing three (3) alternate routes: namely Lampson, Macaulay and Head St. Criteria for evaluating each traffic route considers the risk potential, public interaction and disruption to local residents.

The truck traffic route is intended to be utilized to facilitate the material and equipment deliveries to and from the plant site. This traffic will include but not be limited to: concrete delivery trucks, tractor trailer units hauling earthworks, process equipment deliveries and general material deliveries, etc.

Appendix B contains the evaluation criteria and selection of the routing deemed the most appropriate for the truck traffic.

The selected routing of Head Street has been deemed to have the least risk with respect to public safety.

2.2 Workforce Traffic

Workforce traffic route was evaluated with three (3) alternatives, namely: Lampson, Fraser, and Head Street(s). Similar to the truck traffic evaluation the workforce traffic routes have been evaluated on the same criteria to determine a selected route that has the least risk to public safety. Appendix C illustrates the proposed routes and evaluation criteria. While workforce traffic enters the school zone(s) on a daily basis, this traffic is planned to occur well before and after school has commenced and concluded to align with the daily construction work hours. Furthermore, workforce traffic does not utilize the same route as transport deliveries to avoid a compounding frequency of travel over a specific route in effort to reduce additional impact on residents along the proposed routing.

The workforce traffic route is intended to handle the craft workforce to/and from site. We have identified a parking area within the DND laydown area as a parking lot for adequate parking space due to the small worksite available at McLoughlin Point. Upon parking in the lot a shuttle will be utilized to transfer workers to/from the plant site to reduce the traffic on the DND lands.

2.3 Detour

During construction of the underground utility installation along Victoria View Road, Patricia Way and Peters St, up to the intersection with Lyall Street. The truck traffic route may not be useable due to the construction along Peters Street and an alternate detour (Appendix E) will be required short term for the truck traffic. The utility installation work along Peters Street is scheduled for a 4 week duration at which time the detour would be in place.

Detour signage will be installed at the appropriate intersections to identity the traffic route change. A risk identified during the detour timeframe is the intersection at Lyall and Macaulay as this is adjacent to Ecole Macaulay Elementary School. During school hours and the time when the detour is operational, a crossing guard will maintain this intersection to assist pedestrians.

3.0 SIGNAGE

Adequate signage outlining suitable traffic routes will be key to maintain control and adherence to the traffic management plan. HRP will be utilizing a combination of stationary and electronic message boards for the communication to vendors, employees and residents as follows:

Electronic message boards which provide public notification for potential increase(s) in traffic on a daily basis such as significant concrete trucks deliveries. Example; "Large Concrete Pour 3/10"

Stationary signage will be utilized at all intersections from Esquimalt Rd to the Plant site. These signs will clearly segregate between the three (3) traffic routes and for what intended purpose. (ie: deliveries and workforce). The signage at each intersection greatly reduces the potential for deliveries trucks and visitors from interacting in residential areas and areas of increased pedestrian traffic.

Additionally, the communication of the traffic routes will also be a part of the greater public communication that HRP will coordinate through the CRD for timely communication to the local community. There will also be a phone number and email address for community inquiries.

Appendix F contains a detailed map of where the signage will be located for identifying each route.

Appendix G contains examples of proposed stationary signage and electronic message boards.

4.0 STAGING AREA

Rock Bay staging and laydown area has been made available for intermediate staging of delivery loads and material/equipment laydown as required for use. This area is intended to be utilized for the duration of the construction. Specific to the traffic management, the staging area will be deployed for managing the frequency, where required, to avoid trucks parking on roadways waiting to make deliveries of materials or equipment. During these times the staged trucks at Rock Bay would be released periodically when the plant site operations can adequately receive and unload such trucks in a timely manner.

5.0 HOURS OF WORK

Weekday Hours of Truck Traffic: 7:00am to 7:00pm

Large Concrete Pour Truck Traffic: 7:00am to 10:00pm

During days where large concrete pours are scheduled, the daily truck traffic will be increased from the norm. In advance of these large concrete pours electronic message boards notification at Esquimalt Road and Head Street will be utilized to communicate the increase in truck traffic. Other deliveries such as materials will be decreased on these days and staged at Rock Bay to manage the impact where possible.

Weekday Hours of Workforce Traffic: 6:30am to 5:30pm

Construction work will take place Monday through Friday at the given times above. Occasionally, there will be a small work crew on the weekends performing schedule sensitive work tasks.

6.0 NOISE & DUST MITIGATION

Excessive noise as a result of truck traffic utilizing engine retarders, excessive braking or excessive acceleration (except in an emergency situation) will not be tolerated by HRP. A Logistics Coordinator will be assigned to monitor the truck traffic and control the adherence with the vendors that are hired for deliveries. Should any vendor become in non-compliance with the Township of Esquimalt bylaw or HRP's expectations, the specific truck driver will not be permitted site access in the future until such time as reasonable, demonstrable actions have been implemented to prevent a reoccurrence.

Depending on weather conditions, truck traffic may create dust from time to time. To control the dust along the truck traffic route, HRP will be utilizing a tandem water truck to lightly spray the roads down periodically to mitigate the dust. Again, HRP's Logistics Coordinator will monitor and control the dust mitigation activities.

If unforeseen materials become accidently spilled on the public roadways during the transportation of earthworks from the plant site. HRP will immediately clean up upon identification any spoil material and restore the roadway to working condition.

7.0 RESTRICTIONS

Further mitigation to avoid public impact, HRP has determined specific streets within the Township of Esquimalt and Work Point where no WWTP related Truck Traffic is permitted with the exception to emergency situations related to the WWTP. The details of these exact streets are shown in Appendix H.

8.0 REPORTING

HRP will continually monitor the WWTP truck traffic and report on a monthly basis on the website the quantity of truckloads delivered to and exported from the plant site. The report will categorize the loads into construction materials, earthworks, equipment and temporary services.

Questions pertaining to the Traffic Management Plan can be directed to:

Jeremy Klarenbach, Design Build Manager
Harbour Resource Partners
Cell: (780) 232-3804
Email: jeremyk@graham.ca

9.0 RISK IDENTIFICATION

In development of the traffic management plan. Specific risks have been identified as "sensitivities" due to the nature of the proposed route(s) and local community interaction. Mitigation measures have been noted to address each specific sensitivity to incorporate into the global traffic management for the project:

Sensitivity

Pedestrian interaction surrounding Ecole Macaulay Elementary School

Mitigation(s)

Dedicated truck routing has been proposed purposely to avoid the direct interaction with the school zone(s) and specifically during school hours. Signage for delivery truck routes will clearly display the proper traffic pattern to avoid the school zone and playground.

Workforce traffic is proposed on Lampson Street. The workforce hours accommodate the school zone hours as the workers will start work before school and end work well after school hours have concluded. An electronic message sign visually demonstrating the speed of each vehicle will be installed to create more awareness and attention for drivers to use utmost caution at all times.

Sensitivity

Intersection at Lyall and Head Street is not perpendicular

Mitigation(s)

Safety signage to outline trucks turning and adjusted speed limit in the vicinity of the intersection to be installed to remind motorists to slow down and be cautious for trucks turning.

Proposed to utilize this intersection to reduce residential impact along Gore St. and an awkward intersection with potential blind-spots

Sensitivity

Residential disruption along traffic routes

Mitigation(s)

Clearly defined and communicated traffic routes

Transport loads between 7:00am and 7:00pm reducing noise impact

Concrete delivery trucks may be outside the above noted hours; however, adequate notification will be provided to the residents along the affected routes

Sequenced delivery, reduce convoy effect with transport loads back to back. Use of Rock Bay staging area where applicable

Sensitivity

Deliveries of materials and equipment to site

Mitigation(s)

Deliveries will be sequenced and coordinated to avoid backups or excessive traffic on the roads leading to the plant. Deliveries will be scheduled during specific time periods and/or held at the Rock Bay site.

APPENDIX A – PROPOSED TRAFFIC ROUTES

HRP Harbour Resource Partners

APPENDIX B – TRUCK TRAFFIC ROUTE EVALUATION

Harbour Resource Partners

TRUCK TRAFFIC ROUTE - EVALUATION MATRIX

Project Name:	CRD McLoughlin Point Wastewater Treatment Plant	Date:	23-Jan-17
Summary of Evaluation	Three traffic routes have been considered for the use of WWTP related Truck Traffic for the purpose of transporting materials and equipment required to facilitate the construction of the WWTP at McLoughlin Point. Below is the evaluation criteria considered for providing a recommended routing of the truck traffic for the project.		

No	Criteria	Comment	Score Sheet	Head St	Lampson St	Macaulay St
1	Controlled Main Intersection	Esquimalt Road provides left hand turning lane and traffic lights at the intersection of Head and Lampson	Turning Lanes and Traffic Lights (controlled) on main intersections	🟢	🟢	🔴
2	Street Parking	Street parking of vehicles is more prominent on Lampson and Macaulay in comparison to Head. Street parking effects the width of	Street parking whereby residents or others are parked on the side of the road effecting the overall width of travel surface	🟢	🟡	🟡
3	Residental Driveways	Head St: 34, Lampson 54, Macaulay: 34	Does any of the routes interact with a large amount of residential driveways where residents may be backing out on to the road?	🟡	🔴	🟡
4	Pedestrian Interaction	Head St: 6, Lampson 8, Macaulay: 6	Pedestrian crosswalks entered along each route	🟡	🔴	🟡
5	Travel Time		Travel time per route	🟢	🟡	🟡
6	School Zone Interaction	Head St. has no school zone interaction, Lampson St enters the school zone and Macaulay has left turn at the school zone	Does the proposed route enter a school zone	🟢	🔴	🔴
7	Road Condition		Width, Asphalt condition, smoothness	🟡	🟡	🟡
8			Final Evaluation	🟢	🔴	🔴


Park Terrace
Carlisle Ave
Comeford St
Fernhill Rd
Joffre St
Fraser St
Swinford St
Joffre St S
Greenwood Ave
Hadfield Ave
Kinver St
Cliffon Terrace
Wychbury Ave
Macaulay St
Munro St
Clent St
View Point St
Thomas St
Ansor
Gard Crescent
Paradise St
Gorge St
Wollaston St
Dunsmuir Rd
Maitland St
Victoria Harbour
Victoria BC - Port Angeles, WA
Victoria BC - Seattle, WA
Notes:
Ecole Macaulay Elementary School
School Zone Hours
8:00am-3:00pm
Delivery route (Head)
Delivery route (Macaulay)
Delivery route (Lampson)
Off site Lay-down Delivery route
Offsite Laydown Area
Parking Area
Ecole Macaulay Elementary School
Project Site
Onsite Laydown area
CRD McLoughlin Point WWTP
Truck Traffic Evaluation Routes
V13025
Jan 24/2017
NTS
1

APPENDIX C – WORKFORCE TRAFFIC ROUTE EVALUATION

Harbour Resource Partners

WORKFORCE TRAFFIC ROUTE - EVALUATION MATRIX

Project Name:	CRD McLoughlin Point Wastewater Treatment Plant	Date:	23-Jan-17
Summary of Evaluation	Three traffic routes have been considered for the use of WWTP related Workforce Traffic for the construction workforce to access the McLoughlin Point plant site during the construction period. Below is the evaluation criteria considered for providing a recommended routing of theworkforce traffic for the project.		

Nc	Criteria	Comment	Score Sheet	Head St	Lampson St	Fraser St
1	Controlled Main Intersection	Esquimalt Road provides left hand turning lane and traffic lights at the intersection of Head and Lampson. No traffic lights at Fraser St	Turning Lanes and Traffic Lights (controlled) on main intersections	🟢	🟢	🟡
2	Street Parking	Street parking of vehicles is more prominent on Lampson and Fraser in comparison to Head. Street parking effects the width of	Street parking whereby residents or others are parked on the side of the road affecting the overall width of travel surface	🟢	🟡	🔴
3	Residental Driveways	Head St: 47, Lampson 47, Fraser: 75	Does any of the routes interact with a large amount of residential driveways where residents may be backing out onto the road?	🟡	🟡	🔴
4	Pedestrian Interaction	Head St: 7, Lampson 4, Fraser: 5	Pedestrian crosswalks entered along each route	🔴	🟢	🟡
5	Travel Time		Travel time per route	🟡	🟢	🔴
6	School Zone Interaction	Head St. has no school zone interaction, Lampson St enters the school zone and Fraser passes community Rec Centre	Does the prepared route enter a school zone	🟢	🟡	🔴
7	Road Condition	All roads are in similar condition. Fraser St has a higher residential concentration and narrower streets. Head St is utilized as a truck route so recommend we reduce traffic on this route	Width, Asphalt condition, smoothness	🟡	🟡	🟡
8			Final Evaluation	🟡	🟢	🔴


Park Terrace
Carlisle Ave
Comerford St
Fernhill Rd
Joffre St
Swinford St
Greenwood Ave
Hadfield Ave
Kinver St
Wyndbury Ave
Macaulay St
Paradise St
Grant Crescent
Wollaston St
Dunsmuir Rd
Mailland St
Thomas St
Anson St
Clent St
View Point St
Victoria BC - Port Angeles, WA
Victoria BC - Seattle, WA
N
Workforce route (Lansdowne)
Workforce route (Head)
Workforce route (Present)
Daily Work Force (Shift 2)
Offsite Laydown Area
Parking Area
Project Site
Onsite Laydown Area
Electronic sign
Street Signs
CRD McLoughlin Point WWTP
Construction Work Force Traffic Plan
V13025
Jan 24/2017
NTS
1

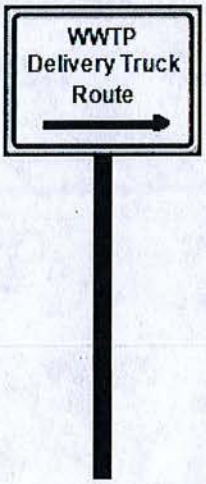
APPENDIX D – DETOUR FOR UTILITIES


Park Terrace
Zema Ct
Wollaston St
Dunsmuir Rd
Maitland St
Carlisle Ave
Cameron St
Fennel Rd
Joffre St
Fraser St
Swinford St
Paradise St
Gore St
Wyndbury Ave
Greenwood Ave
Hadfield Ave
Kinver St
Clifton Terrace
Muir St
Thomas St
Clent St
View Point St
Victoria Viewpoint
Victoria, BC - Port Angeles, WA
Victoria, BC - Seattle, WA
Notes:
Detour route (Heart)
Delivery route (Head)
Workforce route (Sampson)
Daily Work Force (shuttle)
Off site Laydown Delivery route
Offsite Laydown Area
Parking Area
Project Site
Onsite Laydown area
Electronic sign
Street Signs
CRD McLoughlin Point WWTTP
Detour route during utility installation
Jan 24/2017
1

APPENDIX E – SIGNAGE PLACEMEN


Park Terrace
Carlisle Ave
Fraser St
Greenwood Ave
Hadfield Ave
Wyndbury Ave
Joffre St
Nelson St
Dunsmuir Rd
Paradise St
Grant Crescent
Thomas St
View Point St
Victoria, BC - Port Angeles, WA
Victoria, BC - Seattle, WA
Notes:
Ecole Macaulay Elementary School
School Zone Hours
8:00am-5:00pm
Delivery route (Head)
Workforce route (Lampson)
Daily Work Force (Shuttle)
Off site Lay-down Delivery route
Offsite Laydown Area
Parking Area
Ecole Macaulay Elementary School
Project Site
Onsite Laydown area
Electronic sign
Street Signs
CRD McLoughlin Point WWTP
Signage placement plan
V13026
Jan 24/2017
NTS
1

APPENDIX F – SIGN EXAMPLES



APPENDIX G – RESTRICTED STREETS


Park Terrace
Carlisle Av
Irma Ct
Maitland St
View Point St
Clifton Terrace
Victoria BC - Port Angeles, WA
Victoria BC - Seattle, WA
Notes:
Ecole Macaulay Elementary School
School Zone Hours
6:00am-6:00pm
Emergency vehicle(s) permitted
No WWTP traffic
Offsite Laydown Area
Parking Area
Ecole Macaulay Elementary School
Project Site
Onsite Laydown area
Electronic sign
Street Signs
CRD McLoughlin Point WWTTP
Emergency and No WWTP plant truck traffic routes
V13025
Jan 24/2017
NTS
1

McLoughlin Point Wastewater Treatment Plant

HARBOUR RESOURSE PARTNERS PROJECT TEAM

AECOM – Engineering 3292 Production Way Burnaby BC V5Z 4R4 - Ernie Maschner

Graham Construction 10840 27 Street SE Calgary AB T2Z 3R6 – Mark Livingston

HDR|CEI 203-655 Tyee Road Victoria BC V2A 6P6- Jim Mann

LADR Landscape Design 495 Dupplin Rd #2b, Victoria, BC V8z 1B8– Bev Windjack

DRAWING LIST - ARCHITECTURAL

SHEET NUMBER	SHEET NAME
A-0	COVER SHEET
A-1	ARCHITECTURAL ROOF PLAN
A-2	RETAINING WALL PLAN
A-3	LEVEL 1
A-4	LEVEL 2
A-5	BUILDING AND SITE SECTIONS
A-6	BUILDING ELEVATIONS
A-7	BUILDING ELEVATIONS 2
A-8	RENDERED VIEWS 1
A-9	RENDERED VIEWS 2

DRAWING LIST - CONSULTANTS

SHEET NUMBER	SHEET NAME
010057954-CNSK01-R03	PROPOSED BUILDING AVERAGE GRADES
L1	LANDSCAPE PLAN
L2	PLANT IMAGES
ML-B0-C-004	TRUCK TURNING AND PARKING PLAN
ML-B0-C-201	EARLY WORK AREA PLAN
ML-B0-E-002	ELECTRICAL SITE LIGHTING PLAN

Google Maps

Imagery ©2016 Google, Map data ©2016 Google 200 ft

PROJECT DATA

SITE	LEGAL DESCRIPTION	CIVIC ADDRESS	NOTES
PROJECT LOT	LOT 1 , SECTION 11, AND PART OF THE BED OF VICTORIA HARBOUR, ESQUIMALT DISTRICT, PLAN 36468		SECTION 11 ESQUIMALT DISTRICT
LOT AREA	14,213 m2		

ZONING ANALYSIS - McLOUGHLIN POINT SPECIAL USE [I-3]

BONUS DENSITY LEVEL 3	PERMITTED	PROPOSED
FLOOR AREA	4500 m2	2157 m2
DENSITY (FAR)	0.35	0.15
LOT COVERAGE	65%	61%
MAX HEIGHT	15m	15m

PARKING

Parking requirements include

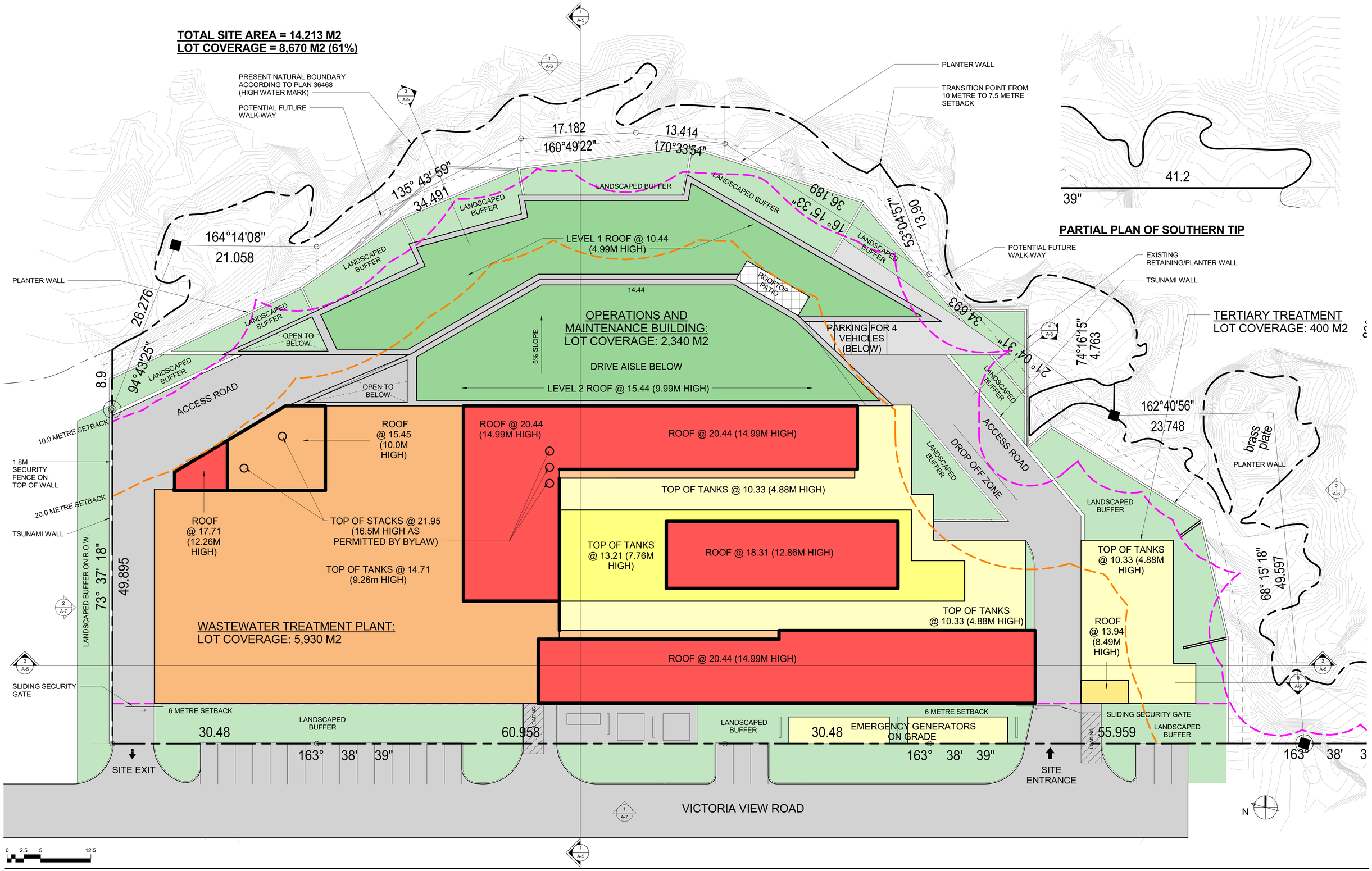
SPACES AS DETERMINED BY ZONING BYLAW

		TOTAL SPACES PROVIDED	REQUIRED SPACES
STANDARD SPACE MIN. SIZE: 2.6 X 5.5		2	1
DISABLED SPACE MIN. SIZE: 3.7x 5.5		1	1
ELECTRIC CAR CHARGING STATION STALLS MIN. SIZE:		1	0
SUBTOTAL		4	2
LOADING SPACE MIN. SIZE:	3m X 7.5m X 4.25h	2	2

NOTES:

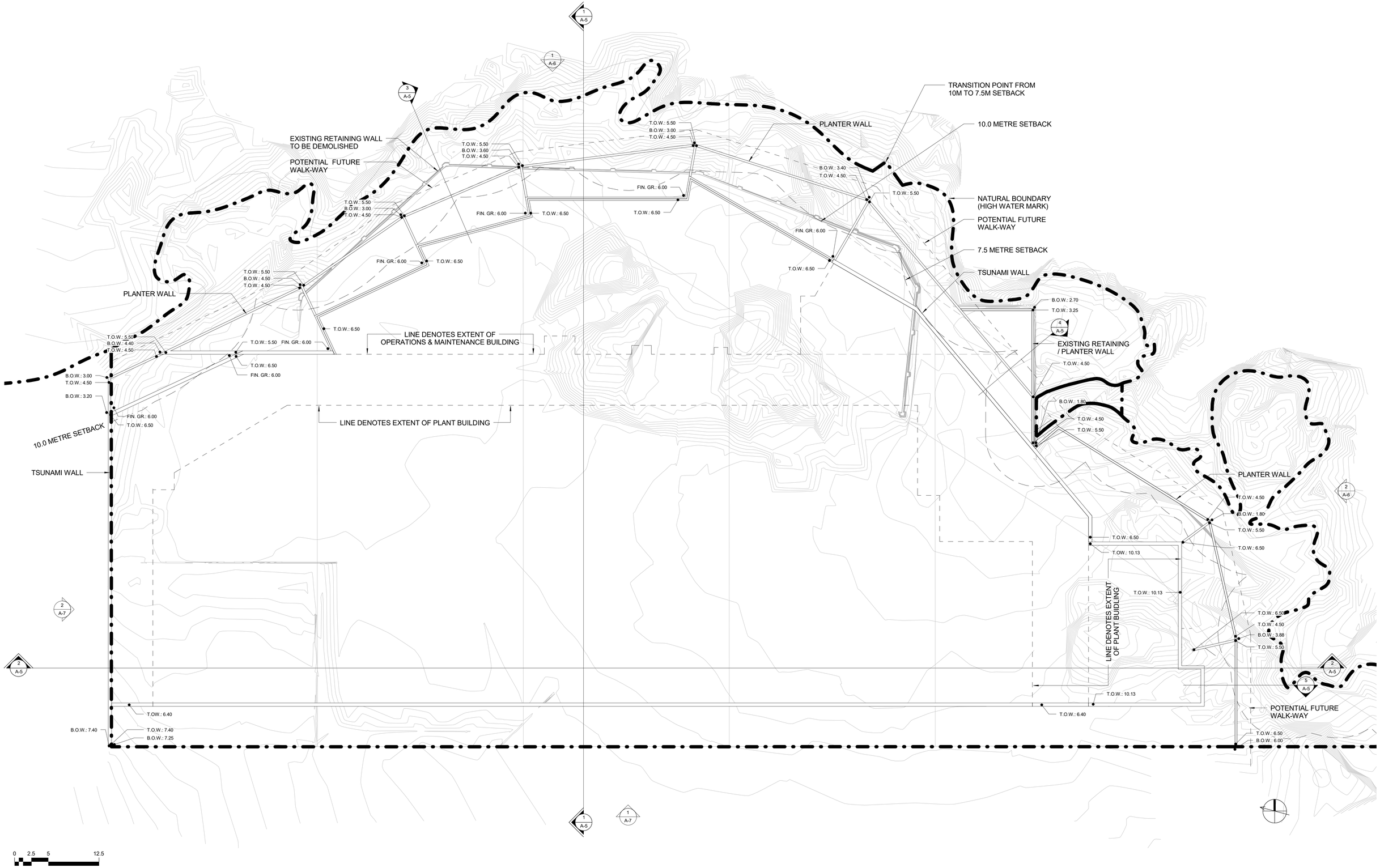
BUILDING DATA

FLOOR	O & M (FLOOR AREA m²)	PROCESSING PLANT (GROSS m²)
LEVEL 1	1273 m2	PLANT NOT INCLUDED IN FLOOR AREA
LEVEL 2	884 m2	
TOTAL	2157 m2	
LOT COVERAGE	2340 m2	6330 m2 (INCLUDED IN LOT COVERAGE)



McLoughlin Point Wastewater Treatment Plant

ARCHITECTURAL ROOF PLAN A-1

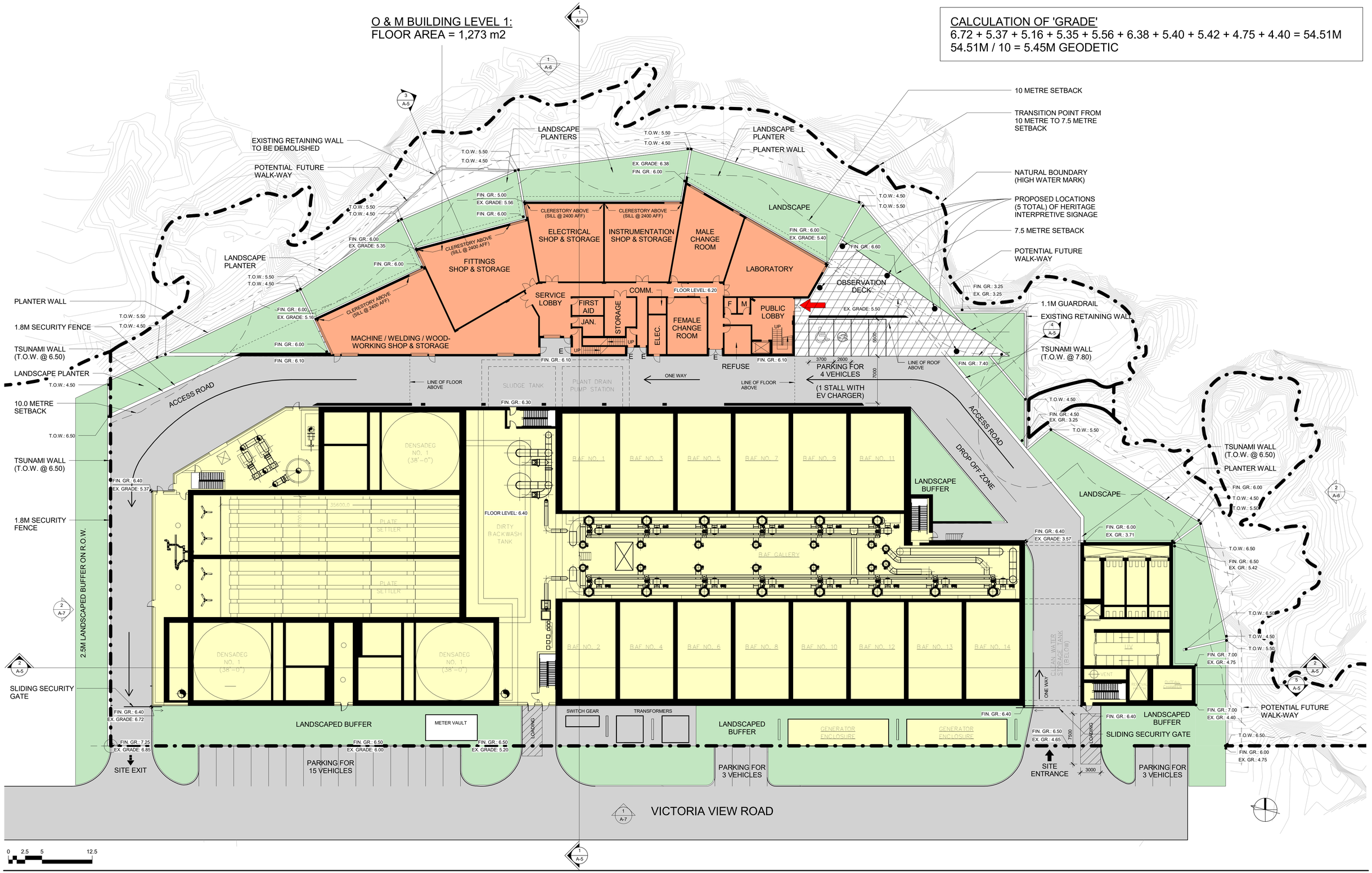


McLoughlin Point Wastewater Treatment Plant

RETAINING WALL PLAN A-2

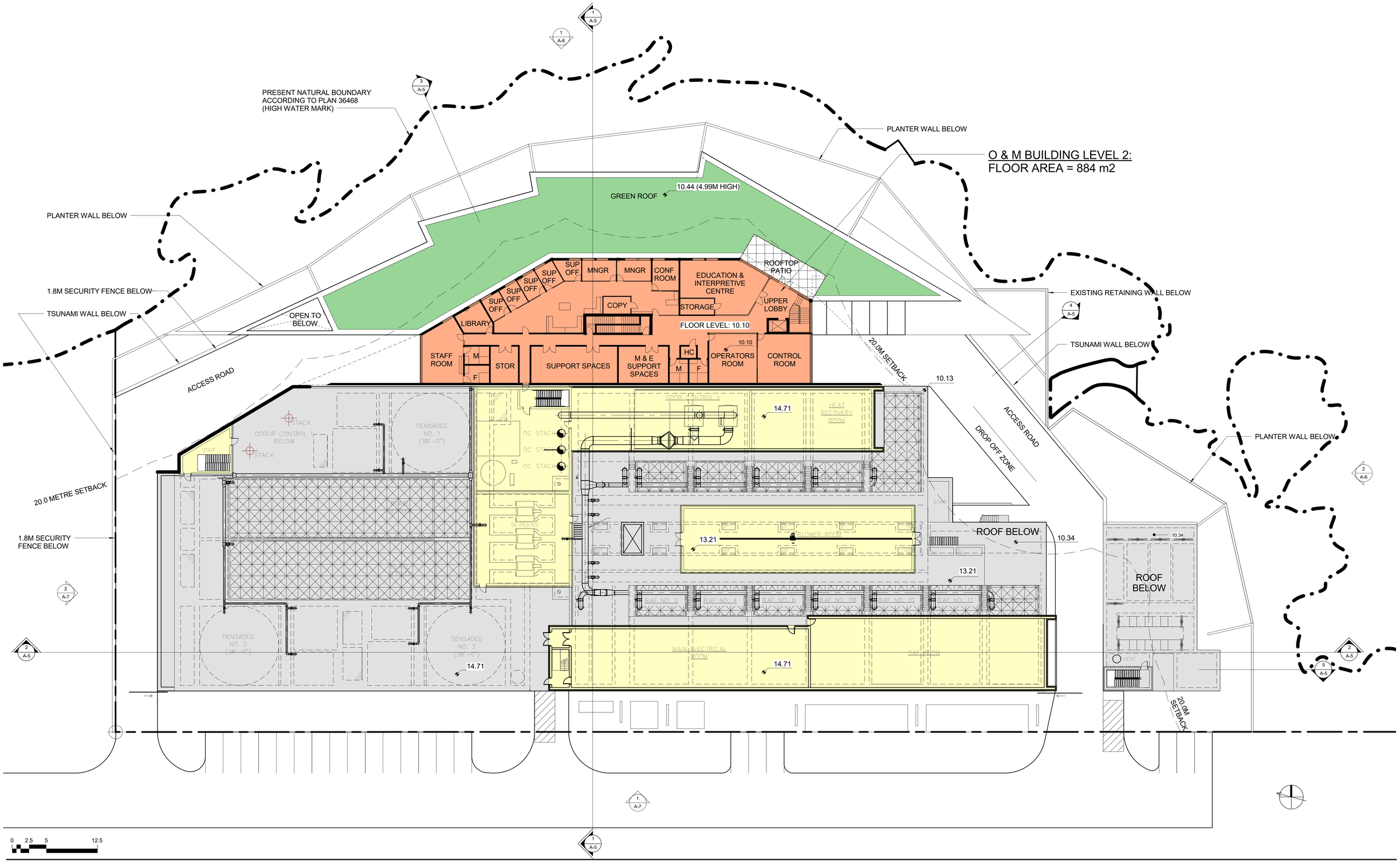
O & M BUILDING LEVEL 1:
FLOOR AREA = 1,273 m2

CALCULATION OF 'GRADE'
6.72 + 5.37 + 5.16 + 5.35 + 5.56 + 6.38 + 5.40 + 5.42 + 4.75 + 4.40 = 54.51M
54.51M / 10 = 5.45M GEODETIC



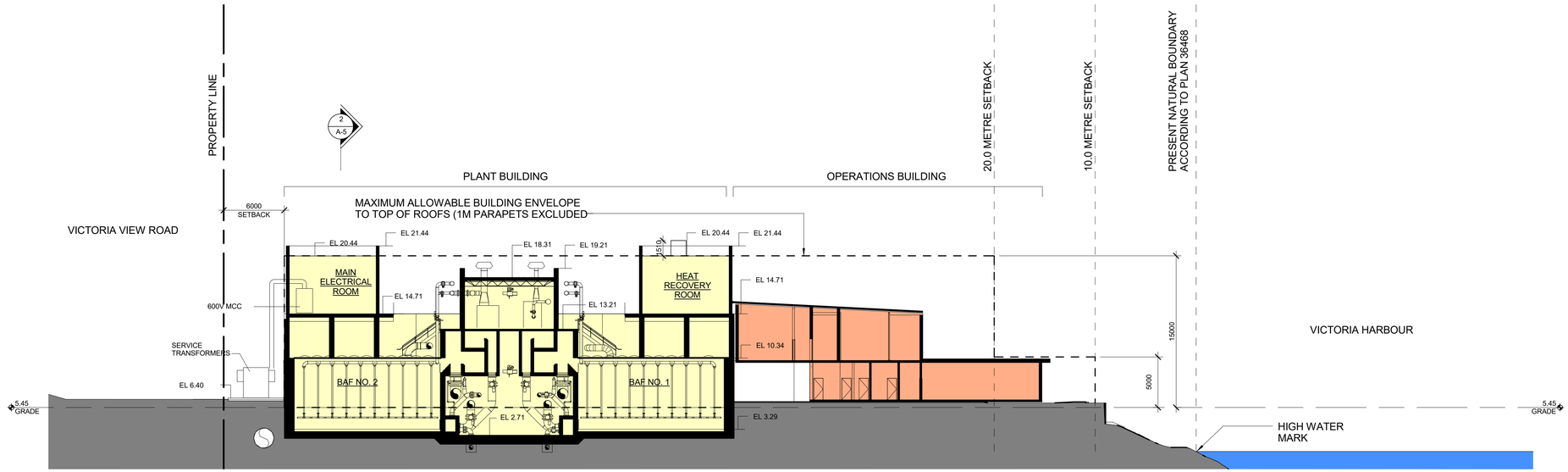
McLoughlin Point Wastewater Treatment Plant

LEVEL 1 A-3



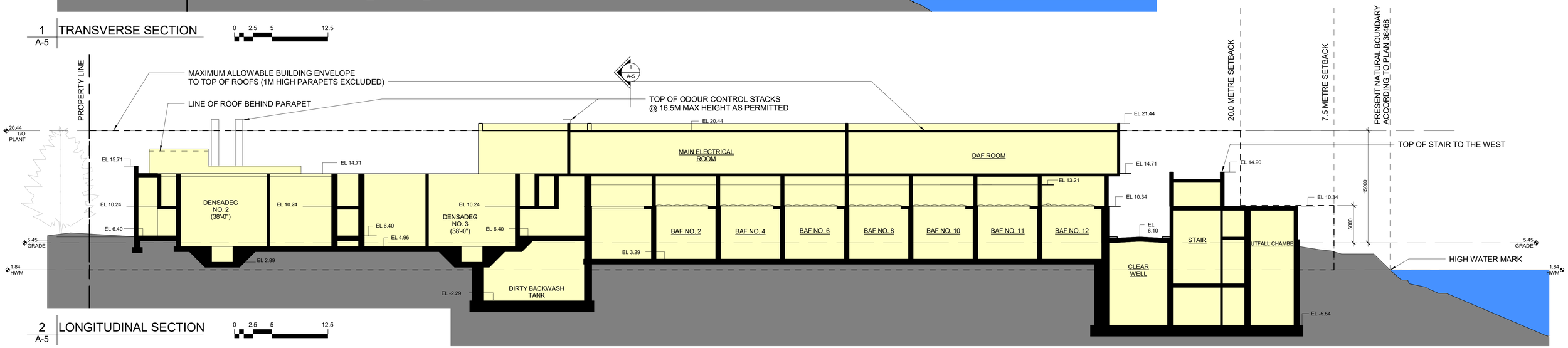
McLoughlin Point Wastewater Treatment Plant

LEVEL 2 A-4



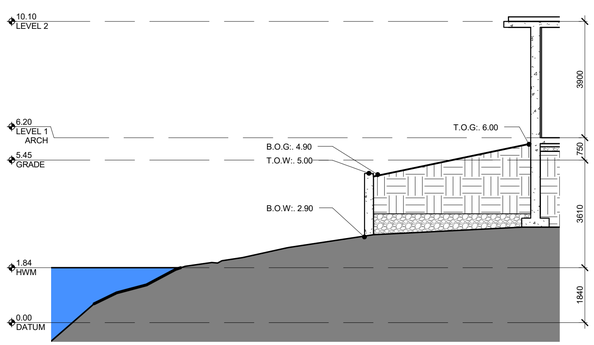
1 A-5 TRANSVERSE SECTION

0 2.5 5 12.5



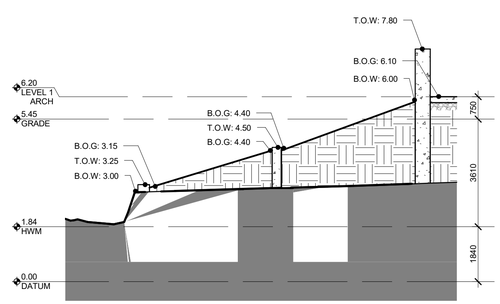
2 A-5 LONGITUDINAL SECTION

0 2.5 5 12.5



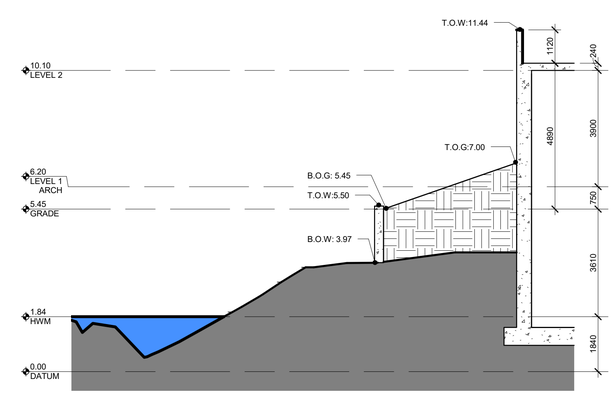
3 A-5 RETAINING WALL SECTION 1

0 1 2 5



4 A-5 RETAINING WALL SECTION 2

0 1 2 5



5 A-5 RETAINING WALL SECTION 3

0 1 2 5

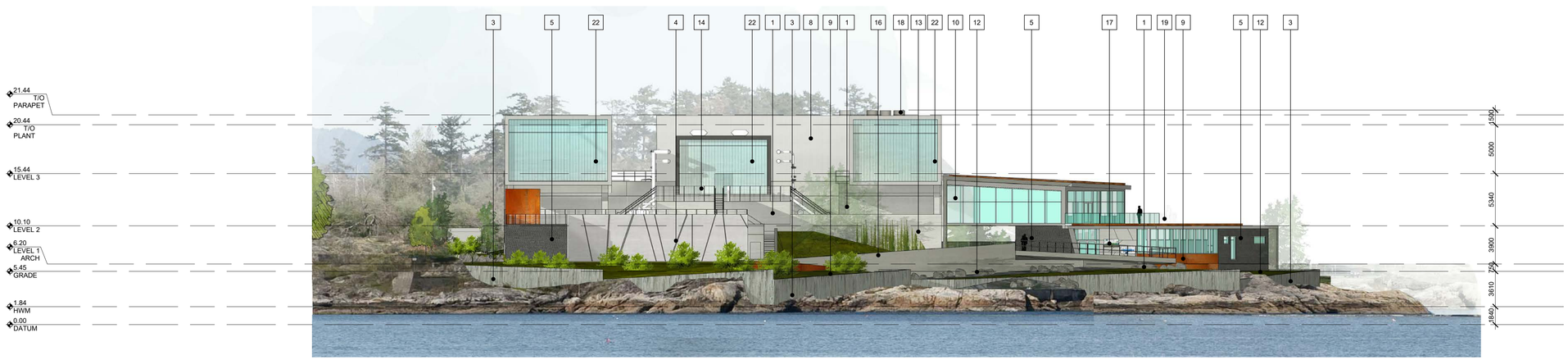
McLoughlin Point Wastewater Treatment Plant

BUILDING AND SITE SECTIONS A-5

HDR | CEI

1 A-6 BUILDING ELEVATION - EAST

0 2.5 5 12.5



2 A-6 BUILDING ELEVATION - SOUTH

0 2.5 5 12.5

EXTERIOR ELEVATION KEY NOTES

GENERAL NOTES

1. ALL RETAINING WALLS TO RECIEVE A LIGHT SANDBLAST FINISH

1	CONCRETE - ARCHITECTURAL FINISH (SMOOTH)	6	MASONRY CLADDING - LIGHT	11	SEDUM MAT GREEN ROOF	16	SECURITY FENCE	21	PRE-PAINTED GENERATOR ENCLOSURE
2	CONCRETE - BOARDFORM (MEDIUM TEXTURE)	7	METAL PANEL CLADDING - DARK	12	LANDSCAPE ELEMENTS	17	INTERPRETIVE SIGNAGE	22	TRANSLUCENT POLYCARBONATE PANEL
3	CONCRETE - BOARDFORM (ROUGH TEXTURE)	8	METAL PANEL CLADDING - LIGHT	13	CLIMBING VEGETATION ON SCREEN ELEMENT	18	ODOUR CONTROL STACKS - GREY METAL		
4	CONCRETE - PRECAST CONCRETE PANEL	9	STAINED CONCRETE PANEL	14	METAL BAR GRATE SCREEN	19	GLASS GUARD		
5	MASONRY CLADDING - DARK	10	GLAZING IN ALUMINUM FRAME	15	METAL BAR GRATE - SECURITY GATE	20	PIPE RAIL GUARD		

As indicated

McLoughlin Point Wastewater Treatment Plant

BUILDING ELEVATIONS A-6

1 A-7 BUILDING ELEVATION - WEST

0 2.5 5 12.5

2 A-7 BUILDING ELEVATION - NORTH

0 2.5 5 12.5

EXTERIOR ELEVATION KEY NOTES

GENERAL NOTES

1. ALL RETAINING WALLS TO RECIEVE A LIGHT SANDBLAST FINISH

1	CONCRETE - ARCHITECTURAL FINISH (SMOOTH)	6	MASONRY CLADDING - LIGHT	11	SEDUM MAT GREEN ROOF	16	SECURITY FENCE	21	PRE-PAINTED GENERATOR ENCLOSURE
2	CONCRETE - BOARDFORM (MEDIUM TEXTURE)	7	METAL PANEL CLADDING - DARK	12	LANDSCAPE ELEMENTS	17	INTERPRETIVE SIGNAGE	22	TRANSLUCENT POLYCARBONATE PANEL
3	CONCRETE - BOARDFORM (ROUGH TEXTURE)	8	METAL PANEL CLADDING - LIGHT	13	CLIMBING VEGETATION ON SCREEN ELEMENT	18	ODOUR CONTROL STACKS - GREY METAL		
4	CONCRETE - PRECAST CONCRETE PANEL	9	STAINED CONCRETE PANEL	14	METAL BAR GRATE SCREEN	19	GLASS GUARD		
5	MASONRY CLADDING - DARK	10	GLAZING IN ALUMINUM FRAME	15	METAL BAR GRATE - SECURITY GATE	20	PIPE RAIL GUARD		

As indicated

McLoughlin Point Wastewater Treatment Plant

BUILDING ELEVATIONS 2 A-7

AERIAL VIEW FROM SOUTH EAST

VIEW FROM OGDEN POINT

McLoughlin Point Wastewater Treatment Plant

RENDERED VIEWS 1 A-8

VIEW FROM SHOAL POINT

VIEW FROM SONGHEES WALKWAY