



**PH-2**

**Public Hearing  
Information Package**

**September 20, 2021, at 7:00 pm**

2225 Otter Point Road, Sooke, BC

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**1934 Powliuk Crescent**

<b>Proposed Bylaw:</b>	<b><i>Zoning Amendment Bylaw No. 818 (600-88), 2021</i></b>
<b>Zoning Amendment:</b>	The purpose of <i>Zoning Amendment Bylaw No. 818 (600-88), 2021</i> is to amend the zoning on a property located at 1934 Powliuk Crescent from Medium Lot Residential (R2) to Small Lot Residential (R3).

<b>Information Package Contents:</b>	<b>Page No.</b>
1. Notice of Public Hearing published in the Sooke News Mirror <ul style="list-style-type: none"><li>• September 8 &amp; 15, 2021</li></ul>	<b>1</b>
2. <i>Zoning Amendment Bylaw No. 818 (600-88), 2021</i> at second reading.	<b>2</b>
3. Draft Council minutes and resolution dated July 12, 2021.	<b>4</b>
4. Staff report to Council dated July 12, 2021.	<b>5</b>

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*Please note that written and verbal submissions will  
become part of the public record.*

Printed September 7, 2021





# Notice of Public Hearing

The Council of the District of Sooke will hold a Public Hearing pursuant to the provisions of the *Local Government Act* in the Council Chambers at 2225 Otter Point Road, Sooke, BC on **Monday, September 20<sup>th</sup>, 2021**, at 7:00 pm with regard to the following proposed Bylaw.

### Application Information:

**Bylaw:** Zoning Amendment Bylaw No. 818 (600-88), 2021  
**File No:** PLN01591  
**Civic Address:** 1934 Powliuk Crescent  
 (as shown outlined in black and hatched on the attached subject property map).  
**Legal Descriptions:** LOT 5, SECTION 3, SOOKE DISTRICT, PLAN VIP53368  
**Applicant:** Herb Haldane on behalf of Brett Musfelt

### Proposal:

The purpose of Zoning Amendment Bylaw No. 818 (600-88), 2021 is to rezone the property located at 1934 Powliuk Crescent from Medium Lot Residential (R2) to Small Lot Residential (R3) for the purpose of creating two lots.

### Further Information:

Copies of the bylaw, supporting written reports and any relevant background documentation may be viewed in the "Public Notices" section of the District of Sooke website [www.sooke.ca](http://www.sooke.ca) or a copy can be picked up at the District Municipal Offices at 2205 Otter Point Road, Sooke, BC, between the hours of 8:30 am and 4:30 pm, Monday to Friday (excluding statutory holidays), commencing **Wednesday, September 8<sup>th</sup>, 2021** to and including **Monday, September 20<sup>th</sup>, 2021**.

### Public Input:

Due to the current COVID-19 environment, the Province has provided local governments directive in the form of Ministerial Order M192 enabling Councils to hold an electronic Public Hearing. The District is moving forward as per the Provincial directive and will be holding an electronic Public Hearing for the bylaw amendments and the proposed variance permit.

The electronic Public Hearing will follow the same format as an in-person Public Hearing. Meetings may be viewed on the District's live stream webcast at <https://sooke.ca/livestream>. All persons who believe their interest in property is affected by the proposed bylaw will be given a reasonable opportunity to be heard at the Public Hearing on the matters contained in the proposed bylaw. You may indicate your support or opposition to a Public Hearing item in one of the following ways:

#### 1. Submit written comments to Council

Should you have any concerns or comments you wish to convey to Council, please submit in writing by fax to 250-642-0541, email [publichearing@sooke.ca](mailto:publichearing@sooke.ca) or in person to the Corporate Officer at the District Municipal Offices no later than **Monday, September 20<sup>th</sup>, 2021 at 12:00 pm**.

#### 2. Register to Speak Live

You can register to speak live via phone. Once registered, you will be provided with a phone number and instructions to call to join the live meeting. To register to speak live and to receive further instructions, email [publichearing@sooke.ca](mailto:publichearing@sooke.ca) or phone 250-642-1634. The deadline to register to speak live is **Monday, September 20<sup>th</sup>, 2021 at 12:00 pm**.

#### 3. Register to Participate Electronically

If you have a webcam and microphone, you can register to participate via a Microsoft Teams Meeting with a valid email address. Once registered, an invitation to participate will be sent to your email. To register to participate electronically, email [publichearing@sooke.ca](mailto:publichearing@sooke.ca) or phone 250-642-1634. The deadline to register to speak live is **Monday, September 20<sup>th</sup>, 2021 at 12:00 pm**.

**Only registered participants will be admitted to the meeting.** Please be advised that the opinions you express orally and any submissions to Council will become part of the public record and are subject to disclosure under the *Freedom of Information and Protection of Privacy Act (FOIPPA)*.

**NOTE: Council cannot receive further information concerning this application after the Public Hearing has concluded.**

Carolyn Mushata,  
Corporate Officer





## DISTRICT OF SOOKE ZONING AMENDMENT BYLAW NO. 818

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A Bylaw of the District of Sooke to amend Zoning Bylaw No. 600, 2013 for the purpose of amending the zoning on a property located at 1934 Powliuk Crescent from Medium Lot Residential (R2) to Small Lot Residential (R3)

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The Council of the District of Sooke, in an open meeting assembled, enacts as follows:

### Citation

1. This Bylaw is cited as *Zoning Amendment Bylaw No. 818 (600-88), 2021*.
2. The parcel of land legally described as LOT 5, SECTION 3, SOOKE DISTRICT, PLAN VIP53368 as shown boldly outlined and hatched on Schedule A, which is affixed to and forms part of this bylaw, is hereby rezoned from Medium Lot Residential (R2) to Small Lot Residential (R3)
3. District of Sooke Zoning Bylaw No. 600, 2013, as amended, and Schedule A attached thereto, are amended accordingly.

READ a FIRST and SECOND time the 12 day of July, 2021.

PUBLIC HEARING held the \_\_ day of \_\_\_\_, 2021.

READ a THIRD time the \_\_ day of \_\_\_\_, 2021.

APPROVED by Ministry of Transportation and Infrastructure the \_\_ day of \_\_\_\_, 2021.

ADOPTED the \_\_ day of \_\_\_\_, 2021.

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Maja Tait  
Mayor

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Carolyn Mushata  
Corporate Officer

FOR INFORMATION ONLY: Section 219 Covenants registered in the Victoria Land Titles office under numbers \_\_\_\_\_ on the \_\_ day of \_\_\_\_\_, 2021.

**Schedule A**



12.5. **Zoning Bylaw Amendment PLN01591 - 1934 Powliuk Crescent**

The Director of Planning & Development provided an overview of the written staff report to rezone the property located at 1934 Powliuk Crescent to create two (2) separate lots.

**Council discussion:**

- Concern with a duplex being added onto a small lot and that the character of the neighbourhood would be augmented by this zoning change.

**2021-287**

**MOVED by Councillor Tony St-Pierre, seconded by Councillor Dana Lajeunesse:**

THAT Council give first and second reading to *Zoning Amendment Bylaw No. 818 (600-88), 2021* to amend the zoning on the property located at 1934 Powliuk Crescent from Medium Lot Residential (R2) to Small Lot Residential (R3) and;

THAT Council authorize Staff to schedule a Public Hearing for *Zoning Amendment Bylaw No. 818 (600-88), 2021* in accordance with Section 466 of the *Local Government Act*; and

THAT prior to final adoption of *Zoning Amendment Bylaw No. 818 (600-88), 2021* the owner enter into section 219 Covenants to address offsite works and cash in lieu in the amount of \$3,000.00 for 10% affordable housing for residential developments and other necessary works and services.

**CARRIED.**

**In Favour:** Mayor Maja Tait, Councillor Jeff Bateman, Councillor Dana Lajeunesse, and Councillor Tony St-Pierre

**Opposed:** Councillor Al Beddows

**Absent:** Councillor Ebony Logins and Councillor Megan McMath



## Zoning Bylaw Amendment PLN01591 - 1934 Powliuk Crescent

### **RECOMMENDATION:**

THAT Council give first and second reading to *Zoning Amendment Bylaw No. 818 (600-88), 2021* to amend the zoning on the property located at 1934 Powliuk Crescent from Medium Lot Residential (R2) to Small Lot Residential (R3) and;

THAT Council authorize Staff to schedule a Public Hearing for *Zoning Amendment Bylaw No. 818 (600-88), 2021* in accordance with Section 466 of the *Local Government Act*;

AND THAT prior to final adoption of *Zoning Amendment Bylaw No. 818 (600-88), 2021* the owner enter into section 219 Covenants to address offsite works and cash in lieu in the amount of \$3,000.00 for 10% affordable housing for residential developments and other necessary works and services.

### **Report Summary:**

The applicant has applied for rezoning of their property located at 1934 Powliuk Crescent from Medium Lot Residential (R2) to Small Lot Residential (R3) for the purposes of creating two lots. The current parent parcel is approximately 1,016 m<sup>2</sup> in size and contains one single-family dwelling on the lot.

Proposed Lot A will be 351 m<sup>2</sup> in size, with the existing single-family dwelling remaining on Proposed Lot B being approximately 664 m<sup>2</sup> in size. The subject property is within the Community Residential land use designation in the Official Community Plan Bylaw No. 400, 2010 (OCP), and is within the identified Community Growth Area. Rezoning of the subject property aligns with the OCP.

Staff recommend Council give first and second reading to *Zoning Amendment Bylaw No. 818 (600-88), 2021*.

### **Previous Council Action:**

#### **Report:**

#### **Background**

The subject property is a 1,016 m<sup>2</sup> parcel located within walking distance of the Town Centre. There is an existing home and a few accessory buildings on the current property. The surrounding neighbourhood is a mix of small, medium, large and multi-family residential, commercial and institutional land uses. This rezoning application requests that the subject property be rezoned from R2 (Medium Lot Residential) to R3 (Small Lot

Residential). Rezoning of the subject parcel will allow for lot sizes to be a minimum of 350 m<sup>2</sup> and enable the creation of two new lots (see Attachment B).

### **Official Community Plan Bylaw No. 400, 2010**

The subject property is designated Community Residential in the OCP. This is the area to which low to medium residential density growth will occur. Residential development is targeted towards the Community Growth Areas, where municipal services can be provided or accessed in an efficient manner.

The goals of the Community Residential land use designation include ensuring that future construction of single-family and multi-family dwellings is done sustainably, that residential sprawl is minimized, that future and existing residential development minimizes the impact on municipal infrastructure, and to support future mixed-use and infill developments.

The proposed zoning amendment meets the objectives of the Community Residential designation (see Attachment C). The new lot proposed will provide residential infill in an existing neighbourhood located just a few blocks away from the Town Centre.

### *Affordable Housing*

Section 4.7.3 Policies (f) of the OCP require that a minimum of 10% of the total of any proposed bare land or strata single-family residential subdivisions are affordable housing lots as defined by the District of Sooke. Section 4.7.3 (g) of the OCP considers allowing developers the flexibility to provide their required affordable housing in different forms thus creating an "affordable housing mix" in new developments, e.g. secondary suites, condominium rental units, cash or land in lieu to the District of Sooke towards on/off site affordable housing.

Cash-in-lieu amount is not formally defined in our current policies; however, properties rezoning to Neighbourhood Rural Residential (RU5), have applicants volunteering to pay \$3,000.00 per new lot created. Cash contribution for affordable housing is to be secured by a Section 219 Covenant. The applicant has acknowledged the importance of affordable housing and has volunteered to contribute \$3,000.00 for the proposed additional new lot created to the District of Sooke's affordable housing reserve fund. Staff support cash-in-lieu as proposed by the applicant.

### **Rezoning Amendment Requirements Section 219 Covenant**

The applicant is required to register on the Title for the subject property a Section 219 Covenant which addresses the following:

- Rainwater Management;
- Landscaping

These requirements have been outlined in the DRAFT Rezoning Amendment Requirements Section 219 Covenant under Schedule "A" Schedule of Restrictions (see Attachment G).

### **Zoning Bylaw No. 600, 2013 (the Zoning Bylaw)**



The applicant is requesting to amend the current zoning at 1934 Powliuk Crescent from R2 to R3. The key differences between the two zones are outlined in Table 1 below.

*Table 1 - R2 and R3 Comparison Table*

	<b>Medium Lot Residential (R2)</b>	<b>Small Lot Residential (R3)</b>
<b>Minimum Lot Size for Subdivision Purposes</b>	600 m <sup>2</sup>	350 m <sup>2</sup>
<b>Minimum Width for Subdivision Purposes</b>	15 metres	11 metres
<b>Maximum Lot Coverage</b>	40%	45%
<b>Maximum Height</b>	a) Principal Buildings: 3 storeys up to a maximum height of 12 metres; b) Accessory Buildings: 9 m	a) Principal Buildings: 10.5 m b) Accessory Buildings: 4 m

### **Organizational and Intergovernmental Implications**

No objections or concerns were received from internal Department and external Government Agency referrals. For a summary of the referral comments received regarding this application, please see Attachment D.

### **Applicant Rationale**

As part of their application, the applicant provided a development justification rationale for the rezoning amendment request stating that the proposed rezoning from R2 to R3 will enable the family to provide a home for their daughter. This is an older area of Sooke where infill development on adjacent properties is on-going. The land is within the Community Growth Area and has access to sewer and water hook-up.

### **Staff Recommendation**

The zoning amendment application meets the requirements of the District of Sooke's bylaws and policies. Staff recommend first and second reading to amend the zoning from Medium Lot Residential to Small Lot Residential as per the attached Bylaw (see Attachment E) and to proceed with scheduling a public hearing allowing for public input on the proposal.

### **Legal Impacts:**

Notifications to adjacent properties for the scheduled Public Hearing will be provided in accordance with section 499 of the *Local Government Act* and the District of Sooke's Development Application Procedure Policy, 2011 and Development Procedures Bylaw No. 490, 2011.

The applicant is responsible for ensuring all work undertaken complies with the *Heritage Conservation Act*.

### **Strategic Relevance:**

- Build a reputable organization - Support Council and staff with the necessary tools to provide excellent governance and customer service
- Manage long-term growth while enhancing community identity, vitality and safety - Continue to address housing affordability and accessibility for all income levels

**Attached Documents:**

[Attachment A - Map of Subject Property](#)

[Attachment B - Proposed Subdivision Layout](#)

[Attachment C - OCP Policy](#)

[Attachment D - Summary of Referral Comments Package](#)

[Attachment E - DRAFT Bylaw No. 818 \(600-88\) Zoning Amendment](#)

[Attachment F - DRAFT Affordable Housing Section 219 Covenant](#)

[Attachment G - DRAFT Rezoning Amendment Requirements Section 219 Covenant](#)

Approved by

Matthew Pawlow, Director of Planning & Development

Carolyn Mushata, Corporate Officer

Norm McInnis, Chief Administrative Officer

Approved - 07 Jul 2021

Approved - 07 Jul 2021


Approved - 07 Jul 2021

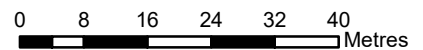


# SUBJECT PROPERTY MAP

File: PLN01591



 Subject Property



# PROPOSED SUBDIVISION PLAN OF LOT 5, SECTION 3, SOOKE DISTRICT, PLAN VIP53368.



**NOTE:**

Lot dimensions shown are based upon field survey measurements and may vary from those registered. Lot dimensions, offsets, and area shown may vary upon completion of a comprehensive legal survey.

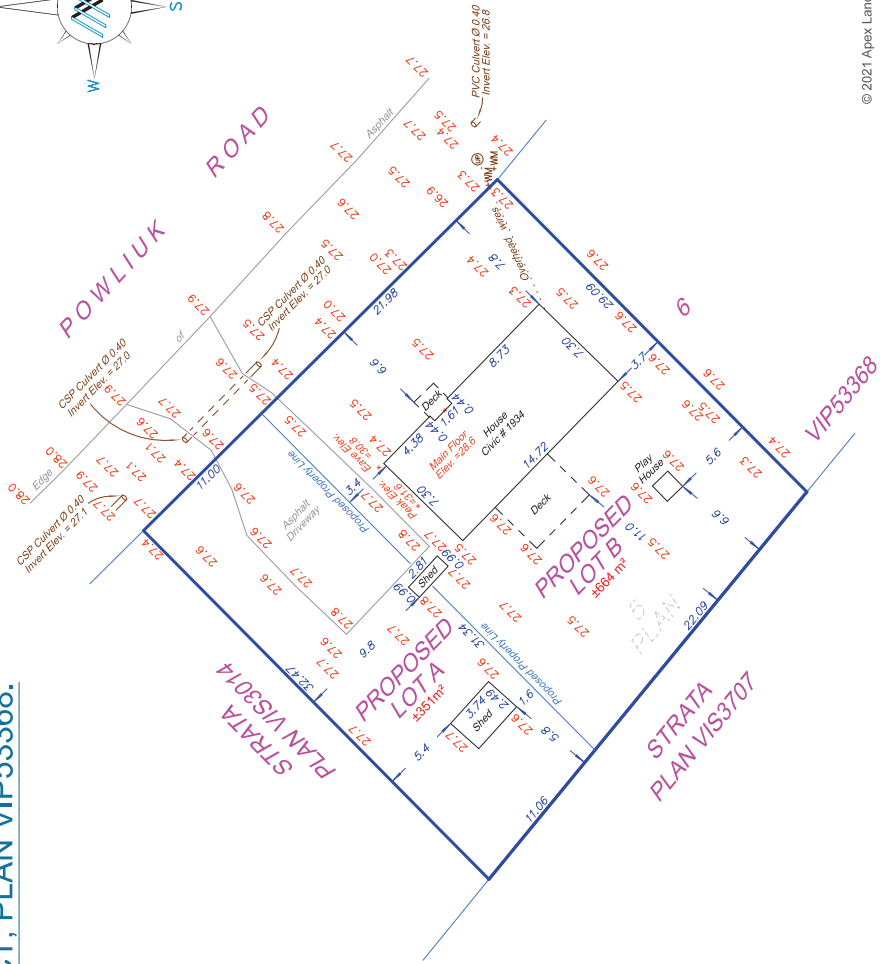
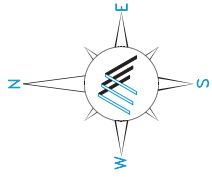
Geodetic elevations shown are based upon GNSS observations.

This plan is for discussion purposes only and is for the exclusive use of our client. This plan shall not be used to define property lines or property corners. Unregistered interests have not been included or considered.

survey dated February 5th and 17th, 2021.

017-563-119

Proposed Zone R3



LEGEND	
	Denotes water meter
	Denotes ground elevation
	Denotes utility pole

**Summit Land Surveying**  
 Created by Apex Land Surveying Ltd.  
 #101-630 Goldstream Avenue  
 Victoria B.C. V9B 2W8  
 Telephone 250-391-6708  
 www.summitsurveying.ca

File: W170-HALDANE-SD2 Date: February 18, 2021

## **5.1 COMMUNITY RESIDENTIAL**

The Community Residential designation is the area within which low to medium density residential growth will occur along with some associated and appropriately scaled commercial development. Residential development is targeted towards the Community Growth Areas, where municipal services can be provided or accessed in an efficient manner. All new residential development shall be challenged by the creation of a 'Build Green' checklist created by the District of Sooke. The checklist shall outline green options and be enforced through the District Building Bylaw and Sooke Zoning Bylaw where applicable. High density residential development is supported in the Town Centre.

### **5.1.1 GOALS**

- Ensure the sustainable construction of single family and multiple family residential dwellings;
- Reduce residential sprawl;
- Ensure future and existing residential development minimizes the impact on municipal infrastructure; and
- Support mixed-use development (e.g. commercial/residential) and infill where appropriate.

### **5.1.2 OBJECTIVES**

- a. Provide a range of high quality housing types, tenures and densities, which can meet the diverse needs of, and attract, individuals and families of varying income levels and demographics;
- b. Provide affordable and attainable housing opportunities, to meet the needs of various age groups, family types, lifestyles and income groups;
- c. Encourage a variety of housing types, including coach housing, row housing, live/work units and town houses, etc. that diversify the housing stock;
- d. Provide the most efficient use of land and existing physical infrastructure in terms of infill/densification;
- e. Deter new residential subdivision development outside the Community Growth Area (CGA);
- f. Primarily concentrate new residential development in existing areas or neighbourhoods prior to expanding into new areas;
- g. Require safe and formalized pedestrian access to services from all residential areas, including connections to amenities and commercial service areas;
- h. Reduce impact on the natural environment and avoid hazardous land conditions and environmentally sensitive areas;
- i. Preserve and enhance the character of existing neighbourhoods;
- j. Encourage the creation of childcare facilities in residential areas;
- k. Allow for a variety of housing options within new and existing residential areas;

- l. Promote green space and boulevard treatments which incorporate rainwater management; and
- m. Allow limited small scale commercial development to serve local neighborhood residents, e.g. daycare, corner store, neighborhood pub.

### 5.1.3 POLICIES

- a. In new residential subdivision developments, encourage the use of Leadership in Energy and Environmental Design LEED-ND (Neighbourhood Development) or municipal equivalent, in exchange for density bonuses or Development Cost Charge (DCC) rebates;
- b. Provide density and site consideration incentives for provision of underground or concealed parking as well as amenities;
- c. Require the use of Innovative Development Standards (IDS) within residential subdivisions, where feasible. IDS includes engineered French drain technology, rain water detention ponds, narrow roads, permeable surfaces, retention of the natural ecosystems;
- d. Encourage community gardens in residential subdivisions (at the subdivision stage) as common property in stratas, municipally owned fee simple property, or easements or rights-of-way through one communal plot and area or multiple plots and areas;
- e. Within existing residential subdivisions where there are no available areas for community gardens, the District of Sooke shall endeavour to acquire land, convert unused parks or use rights-of-way and easements for such purposes;
- f. Permit home based businesses to operate from residential homes;
- g. Require new residential development to take advantage of natural amenities including tree stands, view potential, natural features and view corridors;
- h. Support contiguous residential infill development to medium densities via rezoning and subdivisions;
- i. Mixed use developments, such as commercial with residential above the main floor, is supported in areas that are served well by transit, major roads and trails;
- j. Small, neighbourhood scale commercial development may also be considered in the following areas:
  - i. On West Coast Road between Tominny Road and Gatewood Road (western Town Centre boundary);
  - ii. On Sooke Road between Charters Road and Sooke Elementary School (eastern Town Centre boundary);
  - iii. In proposed large-scale comprehensive developments to primarily service neighbourhood residents; and
  - iv. At the controlled intersection of two major roads subject to a traffic impact study (TIS).

#### 5.1.4 ACTION ITEMS

- a. Amend the Subdivision and Development Standards Bylaw to include Innovative Development Standards for residential subdivisions;
- b. Incorporate infrastructure incentive rebates in the Development Cost Charge (DCC) Bylaw for subdivisions that incorporate LEED-ND criteria into proposed subdivisions. Create a similar rebate for commercial, industrial and multi-family developments that incorporate LEED building design. Rebates would be issued if the LEED building or development removes the need to upsize or install new infrastructure;
- c. Require 10% (rounded up) of the total number of any single family residential proposed subdivision (lots) and spec-built subdivisions as affordable residential lots and/or affordable single family homes respectively as defined by the District of Sooke;
- d. Amend the Sooke Zoning Bylaw to include the following:
  - i. Use of ancillary/accessory agriculture on single family residential lots and a minimum percentage of lot area allocated for the same;
  - ii. Creation of a small lot residential zone and a vacation rental zone (with required full time resident); and
  - iii. Allow secondary suites in all single family homes with lot sizes that are able to appropriately accommodate an additional on-site parking space and tenant open space, either private or shared.

# 1934 Powliuk Crescent



**Application #:** Zoning Bylaw Amendment PLN01591

**Referrals Sent On:** Wednesday, April 7<sup>th</sup>, 2021

**Deadline for Comments:** Friday, April 30<sup>th</sup>, 2021

The application has been referred to the following groups and agencies for comment.

EXTERNAL REFERRALS	
Name of External Agency	Comments Received from Agency
Shaw Cable and Internet	No comments have been received to date.
Vancouver Island Health Authority (VIHA)	VIHA have no concerns. The property in question is serviced by municipal sewer and water.
B.C. Hydro and Power Authority	No comments have been received to date.
Canada Post, Sooke	No comments have been received to date.
BC Transit	No comments have been received to date.
Sc'ianew (Cheanuh) First Nations'	No comments have been received to date.
CRD Integrated Water Services	No comments have been received to date.
Sooke School District #62	No comments have been received to date.
Fortis BC	Fortis BC have no concerns.
T'Sou-ke First Nation	No comments have been received to date.
Archeological Branch: Ministry of Forests, Lands, Natural Resource Operations and Rural Development (FLNRORD)	<p>According to Provincial records, there are no known archaeological sites recorded on the subject property. Archaeological potential modelling for the area does not indicate a high potential for previously unidentified archaeological sites to be found on the subject property.</p> <p><b>Archaeology Branch Advice</b>                      The Archaeology Branch does not identify a need for archaeological study or Provincial heritage permit(s) at the time of this referral response. Please notify all individuals (e.g., owners, developers, equipment operators) involved in land-altering activities (e.g., home renovations, property redevelopment,</p>



SUMMARY OF COMMENTS RECEIVED IN RESPONSE TO DISTRICT OF SOOKE REFERRAL

	<p>landscaping, service installation) that if archaeological material is encountered during development, they <b>must stop all activities immediately</b> and contact the Archaeology Branch for direction at 250-953-3334.</p> <p><b>Rationale and Supplemental Information</b></p> <ul style="list-style-type: none"> <li>• Archaeological study and Provincial heritage permit(s) are not required in the absence of an archaeological site.</li> <li>• There is always a possibility for previously unidentified archaeological sites to exist on the property.</li> <li>• Archaeological sites are protected under the <i>Heritage Conservation Act</i> and must not be damaged or altered without a Provincial heritage permit issued by the Archaeology Branch. This protection applies even when archaeological sites are previously unidentified or disturbed.</li> </ul>
<b>RCMP, Sooke Detachment</b>	No comments have been received to date.
<b>Telus Communications</b>	No comments have been received to date.
<b>INTERNAL REFERRALS</b>	
<b>DOS Parks and Environmental Services</b>	The Parks and Environmental Services Department will require that the applicant plan 2 street trees – the tree for Powliuk Crescent is <i>Cornus nutalli</i> , Eddie’s White Wonder. This will be completed at the owner’s expense prior to Subdivision.
<b>DOS Operations and Engineering</b>	<b>*Please see attached Letter response.</b>
<b>DOS Subdivision</b>	The Subdivision Department have no objections to change in land use designation. The proposed subdivision will be evaluated once a subdivision application is received.
<b>DOS Building</b>	The Building Department have no concerns at this time subject to when a Dwelling Unit is constructed on the Proposed Lot A it will be required to meet the Limiting Distancing requirements in the BC Building Code. Also, the Proposed Lot B, the existing dwelling will need a driveway.

SUMMARY OF COMMENTS RECEIVED IN RESPONSE TO DISTRICT OF SOOKE REFERRAL

<b>DOS Fire</b>	The Fire Department have no concerns.
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## INTERNAL MEMORANDUM

**Date:** May 5, 2021

**File No.** PLN01591

**To:** Kasha Janota-Bzowska, B.A.  
Planner I

**From:** Raphiel Mattson  
Lead Engineering  
Technologist - Operations

**Re: 1934 Powliuk Crescent  
Rezoning  
Engineering Comments**

Listed below is the Engineering Department referral response for the application to rezone the property noted above.



### General

1. The new development is located within the Suburban area as defined in the District of Sooke Subdivision and Development Standards Bylaw, 2014 (Bylaw 404) and is to be serviced in accordance with Bylaw 404.
2. Further road dedication is not required for this property.

### Surface Improvements

1. Construct frontage improvements along Powliuk Crescent as per Bylaw 404, Dwg. No. SDD-R03 complete with curb, street trees, swale and 2.0m concrete sidewalk.
2. Per Bylaw 404, driveway access to residential properties is limited to one driveway per road frontage with a maximum width of 6.0m.
3. All driveways within public property are to be hard surfaced to the property line complete with a culvert with a mortared rock headwall as per Bylaw 404.
4. Boulevards to be landscaped with soil and sod complete with street trees as per Bylaw No. 404.

# INTERNAL MEMORANDUM

Re: 1934 Powliuk Crescent  
Rezoning  
Engineering Comments

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## Rain Water Management

1. A detailed rain water management plan prepared by a Professional Engineer is to be received by in conjunction with the Design Drawing Assessment package.
  - Stormwater storage complete with overland flow route to be provided on each lot as per bylaw 404 requirements.
2. Operation and maintenance manual required for onsite system to be registered on title for ongoing maintenance.
3. Applicant is to ensure that the drainage swale and culvert along the lot frontage remains un-impeded.

## Sanitary Sewer

1. The subject property is within the Sewer Specified Area. All lots created by subdivision within the Sewer Specified Area (SSA) must be connected to the municipal sanitary sewage collection, treatment and disposal system. Prior to approval of the subdivision the applicant, at their cost, is to coordinate with the District of Sooke for the completion of a sewer serviceability review (SSR) to ensure that all new connections are accounted for in the SSA.
2. Applicant is to make application to connect the proposed lot to the municipal sanitary sewer system per the Sooke Core Sewer Specified Area Mandatory Connection Bylaw No. 281.
3. Sanitary sewer service connection is to be designed and constructed as per Bylaw 404 and will require a Highway Use Permit for works in the municipal right of way.

## Water Servicing

1. Per the Subdivision and Development Standards Bylaw 404, all lots created by subdivision or being developed and located in areas serviced by a Water Utility must be connected to the Water Utility distribution system.

If you have any questions with regard to the above please do not hesitate to contact the undersigned prior to forwarding these comments to the applicant.

Respectfully submitted,



Raphiel Mattson  
Lead Engineering Technologist – Operations

- c. Nikki Zerr, Land Development Technician  
Jeff Carter, Director of Operations



## DISTRICT OF SOOKE ZONING AMENDMENT BYLAW NO. 818

---

A Bylaw of the District of Sooke to amend Zoning Bylaw No. 600, 2013 for the purpose of amending the zoning on a property located at 1934 Powliuk Crescent from Medium Lot Residential (R2) to Small Lot Residential (R3)

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The Council of the District of Sooke, in an open meeting assembled, enacts as follows:

### Citation

1. This Bylaw is cited as *Zoning Amendment Bylaw No. 818 (600-88), 2021*.
2. The parcel of land legally described as LOT 5, SECTION 3, SOOKE DISTRICT, PLAN VIP53368 as shown boldly outlined and hatched on Schedule A, which is affixed to and forms part of this bylaw, is hereby rezoned from Medium Lot Residential (R2) to Small Lot Residential (R3)
3. District of Sooke Zoning Bylaw No. 600, 2013, as amended, and Schedule A attached thereto, are amended accordingly.

READ a FIRST and SECOND time the \_\_ day of \_\_\_\_, 2021.

PUBLIC HEARING held the \_\_ day of \_\_\_\_, 2021.

READ a THIRD time the \_\_ day of \_\_\_\_, 2021.

APPROVED by Ministry of Transportation and Infrastructure the \_\_ day of \_\_\_\_, 2021.

ADOPTED the \_\_ day of \_\_\_\_, 2021.

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Maja Tait  
Mayor

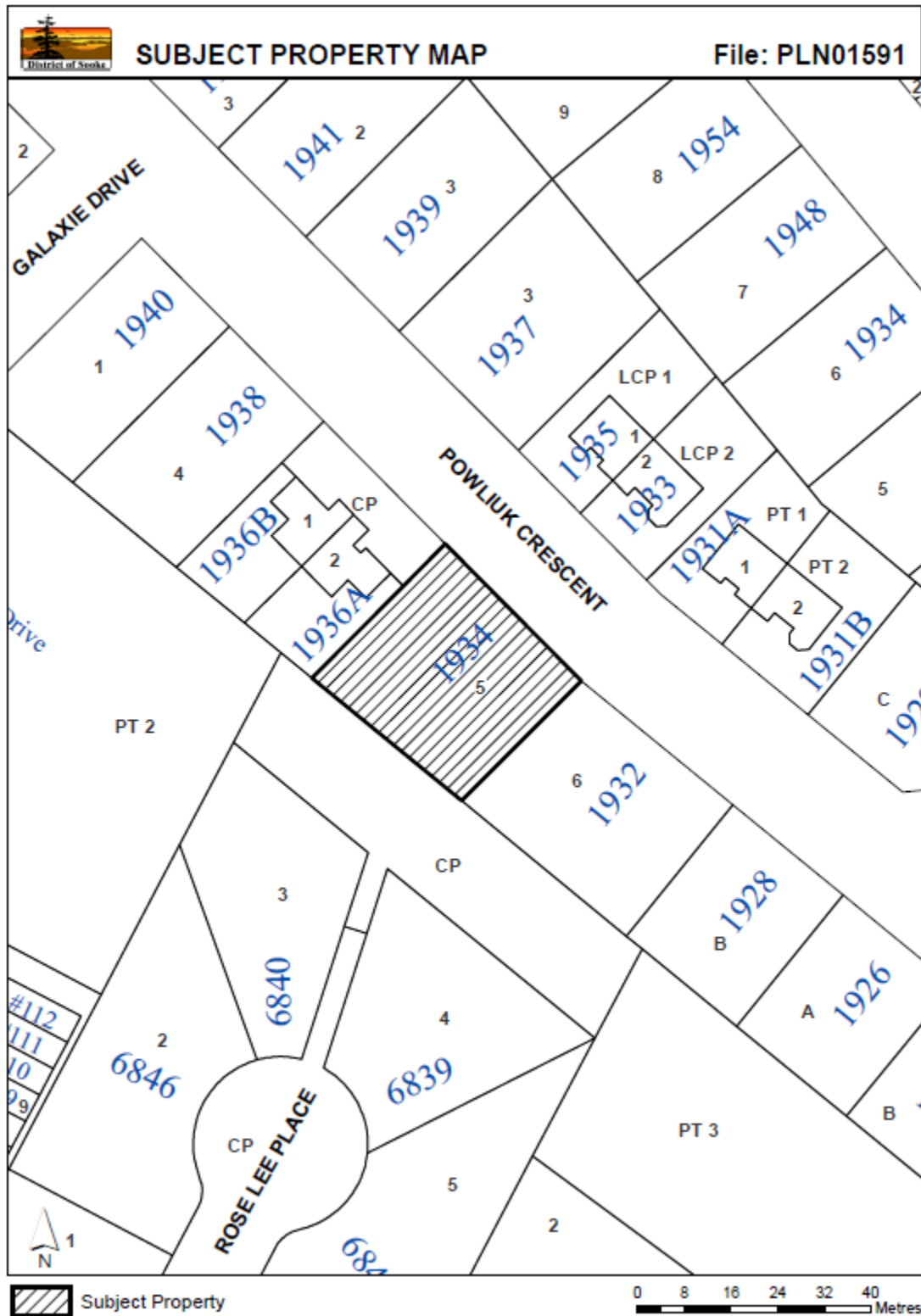
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Carolyn Mushata  
Corporate Officer

*District of Sooke*  
*Zoning Amendment Bylaw No. 818 (600-88), 2021.*

FOR INFORMATION ONLY: Section 219 Covenants registered in the Victoria Land Titles office under numbers \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 2021.

**Schedule A**



**TERMS OF INSTRUMENT – PART 2**

**SECTION 219 COVENANT**

THIS AGREEMENT dated for reference is Thursday, June 24, 2021

BETWEEN:

BRENT VINCENT MUSFELT  
PO BOX 187  
1934 Powliuk Crescent  
Sooke, BC, V9Z 0P7

**(Hereinafter called the “Covenantor”)**

AND:

DISTRICT OF SOOKE  
2205 Otter Point Road  
Sooke, BC, V9Z 1J2

**(Hereinafter called the “Municipality”)**

GIVEN THAT:

A. The Owner is the registered owner in fee simple of the land in Sooke, British Columbia, legally described as:

Parcel Identifier: 017-563-119

Legal Description: LOT 5, SECTION 3, SOOKE DISTRICT, PLAN VIP53368

**(the “Land”);**

B. Section 219 of the *Land Title Act* provides, inter alia, that a covenant, whether of a negative or positive nature, may be registered as a charge against the title, in favour of the Municipality or the Crown, and that the covenant is enforceable against the Covenantor and the successors in title of the Covenantor.

C. A covenant under Section 219 of the *Land Title Act* may include provisions in respect of the use of land, the use of a building on or to be erected on lands; that land is to be built on in accordance with the covenant, is not to be built on except in accordance with that covenant or is not to be built on; that land is not to be subdivided unless in accordance with the covenant or is not to be subdivided.

D. The Covenantor agrees that the Land is to not be built on except in accordance with the provisions in respect of use of land and the terms and conditions herein provided for in this covenant.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT pursuant to Section 219 of the *Land Title Act* and in consideration of the premises, the mutual covenants and agreements contained herein and other good and valuable consideration and the sum of One Dollar (\$1.00)



now paid by the Municipality to the Covenantor (the receipt and sufficiency whereof is hereby acknowledged), the parties hereto covenant and agree that the Lands shall not be used or built on except in accordance with this Covenant as follows:

1. THE COVENANTOR COVENANTS AND AGREES with the Municipality that
  - a) No building or structure is to be built on the Land containing a residential use, and the Municipality is not obliged to issue any building permit, in respect of a building on the Land containing a residential use until the owner provides **\$3,000.00** per new lot created to the Housing Reserve Fund, Bylaw No. 259.
2. IT IS MUTUALLY UNDERSTOOD, agreed, and declared by and between the parties hereto that:
  - a) nothing contained or implied herein shall in any way restrict or abrogate and shall not be deemed to restrict or abrogate, the rights and powers of the Municipality in the exercise of its functions under any public and private statutes, by-laws, orders and regulations, in its absolute discretion, and in accordance with its lawful powers and duties;
  - b) the burden of the covenants herein provided for shall run with the Lands and will be personal and binding upon the Covenantor during the Covenantor's seize of or ownership of any interest in the Lands;
  - c) notwithstanding anything to the contrary, the Covenantor shall not be liable under any breach of any covenants and agreements contained herein occurring after the Covenantor ceases to have any further interest in the Lands;
  - d) the Covenantor will deliver, after execution hereof, this Agreement to the Municipality in a form acceptable as a Section 219 Covenant and concurrently such instruments of priority as may be necessary to give this Agreement priority over all financial charges and encumbrances which may have been registered against the title to the Lands at the time of submitting this Agreement for registration in the applicable Land Title Office, save and except those specifically approved in writing by the Municipality or in favour of the Municipality;
  - e) the fee simple estate in and to the Lands will not pass or vest in the Municipality under or by virtue of these presents and the Covenantor may fully use and enjoy the Lands except only for the requirements provided for in this Agreement;
  - f) the Covenantor and its successors and assigns shall at all times indemnify and save harmless the Municipality from and against all claims, demands, actions, suits, loss, costs, fines, penalties, charges, damages and expenses including legal fees and litigation expenses whatsoever which the Municipality may incur, suffer or be put to arising out of or in connection with any breach of any covenant or agreement on the part of the Covenantor contained in this Agreement;
  - g) the covenants and agreements on the part of the Covenantor and herein provided for have been made by the Covenantor as contractual obligations as well as having been made pursuant to Section 219 and as such will be binding on the Covenantor;

- h) nothing herein provided for shall be deemed to constitute waivers of any lawful requirements within which the Covenantor would otherwise be obligated to comply with;
- i) no amendment of, addition to, or discharge of this Agreement shall be binding upon the parties hereto unless it is in writing and executed by the parties hereto;
- j) if any provision provided for in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement which shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained therein and such other provisions shall be enforceable to the fullest extent permitted by law;
- k) the Municipality, in addition to its rights under this Agreement or at law, will be entitled to all equitable remedies, including specific performance, injunction and/or declaratory relief, to enforce its rights under this Agreement;
- l) the Covenantor shall pay for the preparation and registration, if applicable, of this Agreement together with any concurrent instruments of priority as herein provided for and any amendment, addition or discharge thereof;
- m) wherever the singular, masculine, or neuter is used herein, the same shall be construed as meaning the plural, feminine or the body corporate or politic according to the context in which it is used;
- n) the parties hereto shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement; and
- o) this Agreement shall ensure to the benefit of and be binding upon the Covenantor, the Municipality and their respective successors and assigns.

As evidence of their agreement to be bound by the terms of this instrument, the parties hereto have executed the Land Title Office Form C that is attached hereto and forms part of this Agreement.

**END OF DOCUMENT**

**TERMS OF INSTRUMENT – PART 2**

**SECTION 219 COVENANT**

THIS AGREEMENT dated for reference is Thursday, June 24, 2021

BETWEEN:

BRENT VINCENT MUSFELT  
PO BOX 187  
1934 Powliuk Crescent  
Sooke, BC, V9Z 0P7

**(Hereinafter called the “Owner”)**

AND:

DISTRICT OF SOOKE  
2205 Otter Point Road  
Sooke, BC, V9Z 1J2

**(Hereinafter called the “Municipality”)**

GIVEN THAT:

- A. The Owner is the registered owner in fee simple of the land in Sooke, British Columbia, legally described as:

Parcel Identifier: 017-563-119

Legal Description: LOT 5, SECTION 3, SOOKE DISTRICT, PLAN VIP53368

**(the “Land”);**

- B. The Owner proposes to develop the Land for residential purposes;
- C. The Owner has requested the Municipality to adopt *Bylaw No. 818 (600-88), 2021* rezoning the Land to permit the development proposed by the Owner, and
- D. The Council of the Municipality has determined that the adoption of the Rezoning Bylaw would, but for the covenants contained in this Agreement, not be in the public interest; and the Owner therefore wishes to grant pursuant to s.219 of the Land Title Act, and the Municipality wishes to accept, the covenants over the Land that are set out in this Agreement.

THIS AGREEMENT is evidence that in consideration of payment of \$1.00 by the Municipality to the Owner (the receipt of which is acknowledged by the Owner), the Owner grants to the Municipality in accordance with s.219 of the *Land Title Act* the following covenants:

1. The Land must not be redeveloped beyond its current use;

- (a) The Land must not be subdivided with exception of where a lot is split into separate parts by a highway, the Approving Officer may approve the subdivision of the parts.
- (b) No building permit may be applied for, and the Municipality is not obliged to issue any building permit, in respect of the Land with exception of improvements to existing structures; and
- (c) No occupancy permit may be applied for, and the Municipality is not obliged to issue any occupancy permit, in respect of the Land,

unless the use, subdivision, development, building, or occupancy is in accordance with the Schedule of Restrictions attached as Schedule A.

2. Any opinion, decision, act or expression of satisfaction provided for in this Agreement is to be taken or made by the Municipality's Municipal Engineer or his or her delegate authorized as such in writing, in each case acting reasonably.
3. The Owner may, after the Rezoning Bylaw is adopted, request a discharge of any particular covenant granted in this Agreement in respect of any parcel into which the Land may be subdivided, and the Municipality shall execute and deliver a discharge in respect of any such covenant that has been, in the Municipality's opinion, fully satisfied by the Owner.
4. The Owner releases, and must indemnify and save harmless, the Municipality, its elected and appointed officials, and employees, from and against all liability, actions, causes of action, claims, damages, expenses, costs, debts, demands or losses suffered or incurred by the Owner, or anyone else, arising from the granting or existence of this Agreement, from the performance by the Owner of this Agreement, or any default of the Owner under or in respect of this Agreement.
5. The parties agree that this Agreement creates only contractual obligations and obligations arising out of the nature of this document as a covenant under seal. The parties agree that no tort obligations or liabilities of any kind exist between the parties in connection with the performance of, or any default under or in respect of, this Agreement. The intent of this section is to exclude tort liability of any kind and to limit the parties to their rights and remedies under the law of contract and under the law pertaining to covenants under seal.
6. The rights given to the Municipality by this Agreement are permissive only and nothing in this Agreement imposes any legal duty of any kind on the Municipality to anyone, or obliges the Municipality to enforce this Agreement, to perform any act or to incur any expense in respect of this Agreement.
7. Where the Municipality is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Owner agrees that the Municipality is under no public law duty of fairness or natural justice in that regard and agrees that the Municipality may do any of those things in the same manner as if it were a private party and not a public body.
8. This Agreement does not:

- (a) affect or limit the discretion, rights or powers of the Municipality under any enactment (as defined in the *Interpretation Act*, on the reference date of this Agreement) or at common law, including in relation to the use of the Land,
  - (b) affect or limit any enactment related to the use of the Land, or
  - (c) relieve the Owner from complying with any enactment, including in relation to the use of the Land.
9. Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted under s.219 of the *Land Title Act* in respect of the Land and this Agreement burdens the Land and runs with it and binds the successors in title to the Land. This Agreement burdens and charges all of the Land and any parcel into which it is subdivided by any means and any parcel into which the Land is consolidated. The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.
10. The Owner agrees to do everything reasonably necessary, at the Owner's expense, to ensure that this Agreement is registered against title to the Land with priority over all financial charges, liens and encumbrances registered, or the registration of which is pending, at the time of application for registration of this Agreement.
11. An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
12. If any part of this Agreement is held to be invalid, illegal, or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
13. This Agreement is the entire agreement between the parties regarding its subject.
14. This Agreement binds the parties to it and their respective successors, heirs, executors, and administrators.
15. The Owner must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instrument.
16. By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

As evidence of their agreement to be bound by the terms of this instrument, the parties hereto have executed the Land Title Office Form C that is attached hereto and forms part of this Agreement.

**SCHEDULE "A"**

**SCHEDULE OF RESTRICTIONS**

**1. Rainwater Management**

- a. A detailed rainwater management plan prepared by a Professional Engineer is to be received by in conjunction with the Design Drawing Assessment package.
- b. Operation and maintenance manual required for onsite system to be registered on Title for ongoing maintenance.
- c. Applicant is to ensure that the drainage swale and culvert along the lot frontage remains un-impeded.

**2. Landscaping**

- a. Two *Cornus nutalli*, Eddie's White Wonder Street Trees are required to be planted prior to Subdivision approval.

**END OF DOCUMENT**