



Notice of Meeting and Meeting Agenda Port Renfrew Utility Services Committee

Tuesday, July 14, 2026

2:00 PM

Goldstream Conference Room
479 Island Hwy
Victoria BC V9B 1H7

Members of the public can view the live meeting via MS Teams link: [Click here](#)

Alternatively, to hear the meeting via telephone:

Call: 1-877-567-6843 and enter the Participant Conference ID: 769 263 266#

W. Forsberg (Chair), C. Wilkinson (Vice Chair), C. Carlsen, K. Gatzke, A. Wickheim (EA Director)

The Capital Regional District strives to be a place where inclusion is paramount and all people are treated with dignity. We pledge to make our meetings a place where all feel welcome and respected.

1. Territorial Acknowledgement

2. Approval of Agenda

3. Adoption of Minutes

- 3.1. [26-0819](#) Minutes of the Port Renfrew Utility Services Committee Meeting of May 28, 2026

Recommendation: That the minutes of the Port Renfrew Utility Services Committee meeting of May 28, 2026 be adopted as circulated.

Attachments: [Minutes: May 28, 2026](#)

4. Chair's Remarks

5. Presentations/Delegations

The public are welcome to attend CRD meetings in-person.

Delegations will have the option to participate electronically. Please complete the online application at www.crd.ca/address no later than 4:30 pm two days before the meeting and staff will respond with details.

Alternatively, you may email your comments on an agenda item to the CRD Board at legserv@crd.bc.ca.

6. Commission Business

- 6.1. [26-0818](#) Senior Manager's Verbal Update - July 2026

Recommendation: There is no recommendation. This verbal update is for information only.

- 6.2. [26-0563](#) Covenant Release from Lot 1, Section 97, Renfrew District, Plan EPP138131 - 17118 Parkinson Road
- Recommendation:** The Port Renfrew Utility Services Committee recommends to the Electoral Areas Committee:
 That the Canadian Coast Guard's request for release of covenant CA9549686, as described in the letter addressed to the Port Renfrew Utility Services Committee, dated March 13, 2026, be approved.
- Attachments:** [Staff Report: PRUSC Covenant Release CA9549686](#)
 [Appendix A: Covenant CA9549686](#)
 [Appendix B: Plan EPP138131](#)
 [Appendix C: Port Renfrew WSA and Covenant Area](#)
 [Appendix D: Letter Requesting Release of CA9549686](#)
- 6.3. [26-0614](#) Port Renfrew Utility Services Mid-Year Capital Projects and Operational Update
- Recommendation:** There is no recommendation. This report is for information only.
- Attachments:** [Staff Report: PRUSC Mid-Year Capital Projects & Operational Update](#)

7. Notice(s) of Motion

8. New Business

9. Adjournment

The next meeting is November 10, 2026.

Meeting Minutes

Port Renfrew Utility Services Committee

Thursday, May 28, 2026

2:00 PM

Goldstream Conference Room
479 Island Hwy
Victoria BC V9B 1H7

PRESENT

W. Forsberg (Chair), C. Wilkinson (Vice Chair), A. Wickheim (EA Director)

STAFF: I. Lawrence, Senior Manager, Juan de Fuca Administration; R. Smith, Senior Manager, Environmental Resource Management (EP); A. Hliva, Manager, Wastewater Conveyance Operations; K. Konicek, Manager, Water Distribution Engineering and Planning (EP); L. Novy, Manager, Solid Waste Operations (EP); M. Tromp Hoover, Manager, Environmental Resource Management Policy and Planning (EP); L. Xu, Manager, Local Services and Corporate Grants (EP); M. Miklea, Deputy Corporate Officer/Manager, Legislative Services; J. Ives, Committee Clerk (Recorder)

EP - Electronic Participation

Regrets: C. Carlsen, K. Gatzke

The meeting was called to order at 2:00 pm.

1. Territorial Acknowledgement

Chair Forsberg provided a Territorial Acknowledgement.

2. Approval of Agenda

MOVED by A. Wickheim, SECONDED by C. Wilkinson,

1. That the agenda for the Port Renfrew Utility Services Committee meeting of May 28, 2026 be approved as amended by adding the following items under 8.

New Business:

- 8.1. Transfer Station Update
- 8.2. Master Plan Project Update; and
- 8.3. Security Fencing for Water Storage Reservoirs

CARRIED

3. Adoption of Minutes

3.1. [26-0622](#)

Minutes of the Port Renfrew Utility Services Committee Meeting of March 12, 2026

MOVED by C. Wilkinson, SECONDED by A. Wickheim,

That the minutes of the Port Renfrew Utility Services Committee meeting of March 12, 2026 be adopted as circulated.

CARRIED

4. Chair's Remarks

There were no Chair's remarks.

5. Presentations/Delegations

There were no presentations or delegations.

6. Committee Business

6.1. [26-0621](#) Senior Manager's Verbal Update - May

I. Lawrence spoke to Item 6.1. and provided the following information:

- tank flushing has been ongoing over the past month and is now complete
- transfer station upgrades are progressing
- new compactor is now in operation resulting in a reduction in the number of loads leaving the facility and easing the strain on the hauling schedule
- contractor to schedule a date for installation of the new gate

6.2. [26-0613](#) 2025 Annual Report

I. Lawrence, A. Hliva and R. Smith presented Item 6.2. for information.

Discussion ensued regarding:

- potential to isolate one tank if leaking and use the second tank
- the majority of leaks in 2025 were on homeowners' properties
- standpipes receive annual maintenance and are replaced when necessary
- pipe leading into the treatment plan is corroding and will be replaced if fails
- repair to ocean discharge pipe is holding
- tax requisitions and transfer station funding
- pre-summer waste generator study in progress with summer study to follow
- waste tonnage increase will require an increase in budget for waste disposal
- refund from beverage containers is offsetting hauling costs

7. Notice(s) of Motion

There were no notices of motion.

8. New Business

8.1. 26-0786 Transfer Station Update

Committee members considered the need for additional financial details regarding the grant allocation for upgrades at the transfer station and the status of projects as a result of these funding streams.

Discussion ensued regarding:

- confirmation that the grant had been fully allocated and spent
- multiple funding streams could be captured in a capital project update
- the scope of financial information that could be presented
- concerns that heavy objects at the transfer station may be difficult to move without the use of mechanical equipment
- the suitability of a fork lift, skid steer or pallet jack
- the challenges posed by the site's terrain
- the necessity for operator training on any equipment selected
- the cost and difficulty to dispose of drywall due to the requirement to test for asbestos content
- potential for the use of a handheld asbestos analyser

8.2. 26-0787 Master Plan Project Update

I. Lawrence updated the Committee regarding ongoing work on the Master Plan Project. Consultants from McElhanney have engaged with four key developers in the region to solicit projections and inform future demand scenarios.

In response to questions regarding project details, staff advised that it is not possible to discuss details in an open meeting while the Master Plan is still being drafted.

8.3. 26-0788 Security Fencing for Water Storage Reservoirs

I. Lawrence updated the Committee that staff have been exploring security fencing for the water storage reservoirs. Both six-foot and ten-foot options are being considered.

Discussion ensued regarding:

- sole sourcing and tendering thresholds
- the imperative of safeguarding the water supply
- hatches to water tanks are locked but tanks pose a fall risk for trespassers
- incidents of graffiti and the cost to remediate it
- whether increasing density surrounding water storage reservoirs will help deter unlawful access
- timing considerations for a capital plan amendment request
- recommendation that security fencing be included in 2027 budget

9. Adjournment

MOVED by A. Wickheim, **SECONDED** by C. Wilkinson,
That the Port Renfrew Utility Services Committee meeting of May 28, 2026 be
adjourned at 3:37 pm.
CARRIED

CHAIR

RECORDER

**REPORT TO PORT RENFREW UTILITY SERVICES COMMITTEE
MEETING OF TUESDAY, JULY 14, 2026**

SUBJECT **Covenant Release from Lot 1, Section 97, Renfrew District, Plan EPP138131
– 17118 Parkinson Road**

ISSUE SUMMARY

To consider release of Covenant CA9549686 (Appendix A) restricting on the number of single-family equivalents (SFEs) on land owned by the Canadian Coast Guard (CCG).

BACKGROUND

In 2019, a group of landowners entered into an Agreement with the Capital Regional District (CRD) to construct a new water storage tank to increase the storage and water system capacity of the Port Renfrew Water Service Area. The landowners included Port Renfrew Management Ltd., Port Renfrew Business Park Ltd., and Pacific Gateway Marina and Sport Fishing Inc.

Lands previously outside the service area were then included in the service area through a bylaw amendment, adoption of which was contingent on the completion of the new water storage tank and registration of restrictive covenants. The Agreement between CRD and the landowners specified that from a total of 151 SFEs made available by the additional capacity, 72 would be made available to the landowners and allocated under separate covenants as follows:

- Covenant CA9549685: Port Renfrew Management Ltd. – 32 SFEs
- Covenant CA9549685: Port Renfrew Business Park Ltd. – 8 SFEs
- Covenant CA9549686: Pacific Gateway Marina and Sport Fishing Inc – 19 SFEs
- Marina Lease Area: Pacific Gateway Marina and Sport Fishing Inc. – 13 SFEs

In 2024, the CCG purchased the parcel at 17118 Parkinson Road (Lot B, Plan VIP65589). The property was serviced by an existing water connection and located inside the Port Renfrew Water Service Area. The parcel was also located outside the area originally subject to covenant CA9549686, which was registered on the titles of Plan 344R and Lot 1, Plan EPP24972.

The CCG subsequently completed a boundary adjustment subdivision to add a ~470 m² portion of the property at 17086 Parkinson Road (Lot 1, Plan EPP24972), which is inside the area restricted by Covenant CA9549686. As a result of registering the boundary adjustment subdivision, the covenant was transferred to the title of the newly expanded parcel —now described as Lot 1, Plan EPP EPP138131(Appendix B). The CCG was not an original partner in the agreement to expand the water service area, made no contributions to the system expansion and has no expressed interest in the remainder of the lands that were the subject to the original agreement.

The Port Renfrew Water Service Area Boundary and Covenant CA9549686 area map is attached as Appendix C and a letter from Public Services and Procurement Canada to Port Renfrew Utility Services Committee requesting release of Covenant CA9549686 is attached as Appendix D.

ALTERNATIVES

Alternative 1

The Port Renfrew Utility Services Committee recommends to the Electoral Areas Committee: That the Canadian Coast Guard's request for release of covenant CA9549686, as described in the letter addressed to the Port Renfrew Utility Services Committee, dated March 13, 2026, be approved.

Alternative 2

The Port Renfrew Utility Services Committee recommends to the Electoral Areas Committee: That the Canadian Coast Guard's request for release of covenant CA9549686, as noted in the letter addressed to the Port Renfrew Utility Services Committee and dated March 13, 2026, be denied.

IMPLICATIONS

Legislative Implications

The Port Renfrew Utility Services Committee is a local service area committee that reports to the CRD Board through the Electoral Areas Committee on matters related to the provision of water, sewer, solid waste and streetlighting services in Port Renfrew.

The CRD Delegation Bylaw No. 4186 s.6 specifies that the Electoral Areas Committee has the delegated authority to modify or release a covenant registrable under s.219 of the *Land Title Act*.

Financial Implications

17118 Parkinson Road is currently within the water service area and can be supplied with water by the CRD. No anticipated financial implications have been identified.

Service Delivery Implications

Removing Covenant CA9549686 from 17118 Parkinson Road should have minimal to no service implications. 17118 Parkinson Road is within the Water Service Area and will be able to be serviced via the CRD water system. CA9549686 will remain on title for 17086 Parkinson Road and water usage align with this covenant.

CONCLUSION

Covenant CA9549686 established an agreed servicing allocation of 19 SFEs for two properties owned by Pacific Gateway Marina in relation to water system expansion contributions made in 2020. The Canadian Coast Guard (CCG) was not part of the original landowner group that agreed to construct the system expansion and made no contributions to the system expansion. Covenant CA9549686 was transferred to the title of land owned by CCG through a boundary adjustment subdivision that added 470 m² to 17118 Parkinson Road from 17086 Parkinson Road. The CCG has now requested release of Covenant CA9549686 from the title of Lot 1, Plan EPP138131. Should the CCG require water capacity, in excess of the single-family equivalents currently allocated to its property through an existing connection, additional capacity could be requested from the capacity available to the broader community.

RECOMMENDATION

The Port Renfrew Utility Services Committee recommends to the Electoral Areas Committee:
That the Canadian Coast Guard's request for release of covenant CA9549686, as described in the letter addressed to the Port Renfrew Utility Services Committee, dated March 13, 2026, be approved.

Submitted by:	Iain Lawrence, MCIP, RPP, Senior Manager, JdF Administration
Concurrence:	Stephen Henderson, MBA, P.G.Dip.Eng, BSc, General Manager, Electoral Area Services
Concurrence:	Kristen Morley, J.D., Corporate Officer & General Manager, Corporate Services
Concurrence:	Ted Robbins, Chief Administrative Officer

ATTACHMENTS

Appendix A: Covenant CA9549686
Appendix B: Plan EPP138131
Appendix C: Port Renfrew Water Service Area Boundary and Covenant CA9549686 Area
Appendix D: Letter from Public Services and Procurement Canada to PRUSC Requesting Release of Covenant CA9549686

Status: Registered

Doc #: CA9549686

RCVD: 2021-12-01 RQST: 2022-05-10 14.03.45

DECLARATION(S) ATTACHED



Land Title Act

Charge

General Instrument – Part 1

VICTORIA LAND TITLE OFFICE

DEC 01 2021 13:01:29.003

CA9549686

1. Application

Stewart McDannold Stuart
837 Burdett Avenue
2nd Floor
VICTORIA BC V8W 1B3
2503807744

File No.: 111 1908 HB-ce
 PGMv2

2. Description of Land

PID/Plan Number	Legal Description
028-991-125	LOT 1 SECTION 97 RENFREW DISTRICT PLAN EPP24972
009-592-342	THAT PART OF SECTION 97, RENFREW DISTRICT AS SHOWN COLOURED RED ON PLAN 344R

3. Nature of Interest

Type	Number	Additional Information
COVENANT		

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

PACIFIC GATEWAY MARINA AND SPORT FISHING INC., NO.BC0935388

6. Transferee(s)

CAPITAL REGIONAL DISTRICT
625 FISGARD STREET
VICTORIA BC V8W 1R7

7. Additional or Modified Terms



Land Title Act

Charge

General Instrument – Part 1

8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

See Affidavit of Execution

YYYY-MM-DD

2021-11-29**Pacific Gateway Marina and Sport Fishing Inc.**

By their Authorized Signatory

Luke Mari

Officer Certification

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

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

Jessica D.B. Arnet
Commissioner for Taking Affidavits
for British Columbia
625 Fisgard Street
Victoria BC V8W 1R7

YYYY-MM-DD

2021-11-26**Capital Regional District**

By their Authorized Signatory

Ted Robbins

Expiry: Feb 28, 2023

Officer Certification

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

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41 (4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

Heidi Eileen Boudreau 5LNHAR**Digitally signed by**
Heidi Eileen Boudreau
5LNHAR
Date: 2021-11-30
20:08:57 -08:00

TERMS OF INSTRUMENT - PART 2

WHEREAS:

- A. The Transferor is the registered owner in fee simple of those lands and premises more particularly described as:
- PID: 028-991-125
LOT 1, SECTION 97, RENFREW DISTRICT, PLAN EPP24972
- PID: 009-592-342
THAT PART OF SECTION 97, RENFREW DISTRICT AS SHOWN COLOURED RED
ON PLAN 344R
- (the "**Lands**").
- B. The Transferee is the Capital Regional District.
- C. The Transferor wishes that the Transferee extend the Water Service to include the Lands with the intention of developing the Lands to supply Single Family Equivalents located on the Lands with water.
- D. The Transferor acknowledges that it is in the public interest that the development and use of the Lands be limited and wishes to grant this covenant to the Transferee.
- E. Section 219 of the *Land Title Act* provides that a covenant, whether of negative or positive nature, in respect of the use of land or the use of a building on or to be erected on land may be granted in favour of a regional district and may be registered as a charge against the title to that land.

NOW THEREFORE in consideration of the premises and covenants contained herein and for the other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto covenant and agree as follows:

1. In this Agreement, the following words have the following meanings:

"Parent Parcel" means the entirety of the lands as described in Recital A whether or not such Lands are subsequently subdivided or consolidated.

"Single Family Equivalent" means any building, improvement or structure on the Lands that is supplied with water by the Water Service or any building improvement or structure that has its water meter located on the Lands and is supplied with water by the Water Service.

"Single Family Equivalent Unit" means a residential dwelling unit or combination of dwelling units or other uses serviced by the Water Service where the design for water usage for such unit does not exceed 1450 litres per day as specified in the latest Sewage System Standard Practice Manual prepared by the BC Onsite Sewage Association, to be verified by the installation of a water meter.

“Water Service” means the local area service for the supply, treatment, conveyance, storage and distribution of water to a portion of the Juan de Fuca Electoral Area by Capital Regional District Integrated Water Services as established by the *“Port Renfrew Water Supply Local Service Establishment Bylaw No. 1, 1989”*, as amended from time to time.

2. The Transferor covenants and agrees with the Transferee that it shall not use or permit the use of the Lands or any building on the Lands for any purpose, or construct any building on the Lands, except in strict accordance with this Agreement.
3. If the Lands are included in the Water Service, the Transferor shall not, nor shall it allow any person to construct, install, place, use, or occupy any building, structure or improvement on the Lands if such construction, installation, use or occupation results in there being more than 19 Single Family Equivalent Units connected to the Water Service on the Parent Parcel, including any subdivided part unless the Transferor has obtained the approval of the Transferee, which approval may be withheld in the Transferee’s sole discretion, acting reasonably, should there be insufficient water system capacity availability in the Water Service .
4. The Transferee shall not be obliged to issue a building permit or an occupancy permit with respect to any building or structure on the Lands that will result in greater than 19 Single Family Equivalent Units connected to the Water Service on the Parent Parcel, unless the Transferee is, in its sole discretion, acting reasonably, satisfied that there is sufficient water system capacity availability in the Water Service .
5. The Transferor shall, at its sole expense, do all that is necessary to ensure that this Agreement is registered against the Lands at the Victoria Land Title Office.
6. The Transferor shall reimburse the Transferee for any expense that may be incurred by the Transferee as a result of a breach of a covenant under this Agreement.
7. The Transferee may, at any time, without the consent of the Transferor or anyone, release or cause to be released, this Agreement as a charge against title to the Lands or any portion thereof and, upon such release, this Agreement shall be discharged and of no further force and effect.
8. The Transferor and the Transferee agree that the enforcement of this Agreement shall be entirely within the discretion of the Transferee and that the execution and registration of this Agreement against the title to the Lands shall not be interpreted as creating any duty on the part of the Transferee to the Transferor or to any other person to enforce any provision or the breach of any provision of this Agreement.
9. The Transferor shall indemnify and save harmless the Transferee from any and all claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees whatsoever which anyone has or may have against the Transferee or which the Transferee incurs as a result of any loss or damage or injury, including economic loss, arising out of or connected with:
 - a. the breach of any covenant in this Agreement;
 - b. the use of the Lands contemplated under this Agreement;
 - c. restrictions or requirements under this Agreement.

10. The Transferor hereby releases and forever discharges the Transferee of and from any claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees whatsoever which the Transferor can or may have against the Transferee for any loss or damage or injury, including economic loss, that the Transferor may sustain or suffer arising out of or connected with:
 - a. the breach of any covenant in this Agreement;
 - b. the use of the Lands contemplated under this Agreement;
 - c. restrictions or requirements under this Agreement.
11. At the Transferor's expense, the Transferor must do everything necessary to secure priority of registration and interest for this Agreement and the Section 219 Covenant it creates over all registered and pending charges and encumbrances of a financial nature against the Lands.
12. Nothing contained or implied in this Agreement shall prejudice or affect the rights and powers of the Transferee in the exercise of its functions under any public or private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if the Agreement had not been executed and delivered by the Transferor.
13. Nothing in this Agreement shall relieve the Transferor from any obligation or requirement arising under any applicable statute, bylaw or regulation in respect of the development of the Lands.
14. Time is of the essence of this Agreement.
15. The Transferor covenants and agrees for itself, its heirs, executors, successors and assigns, that it will at all times perform and observe the requirements and restrictions set out in this Agreement and they shall be binding upon the Transferor as personal covenants only during the period of its respective ownership of any interest in the Lands.
16. It is mutually understood, acknowledged and agreed by the parties hereto that the Transferee has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Transferor other than those contained in this Agreement.
17. The Transferor shall pay the legal fees of the Transferee in connection with the preparation and registration of this Agreement. This is a personal covenant between the parties.
18. The waiver by a party of any breach of this Agreement or 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, and no waiver shall be effective unless it is in writing signed by both parties.
19. Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.

20. No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.
21. This Agreement shall run with the Lands and shall be perpetual, and shall continue to bind all of the Lands when subdivided, and shall be registered in the Victoria Land Title Office pursuant to section 219 of the *Land Title Act* as covenants in favour of the Transferee as a first charge against the Lands.
22. The Transferor agrees to execute all other documents and provide all other assurances necessary to give effect to the covenants contained in this Agreement.
23. If any part of this Agreement is found to be illegal or unenforceable, that part will be considered separate and severable and the remaining parts will not be affected thereby and will be enforceable to the fullest extent permitted by law.
24. This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
25. This Agreement may be executed in counterpart with the same effect as if all parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement. This Agreement may be delivered by electronic means.

IN WITNESS WHEREOF the parties hereto hereby acknowledge that this Agreement has been duly executed and delivered by the parties executing Form C (pages 1-2) attached hereto.



I, Heidi Boudreau, a solicitor with Stewart McDannold Stuart, declare as follows:

Please find attached a copy of a true copy of the affidavit of John Mullin which was executed in accordance with s. 49 of the Land Title Act.

Electronic Signature

Your electronic signature is a representation that

- (a) You are a subscriber under section 168.6 of the *Land Title Act*, RSBC 1996 c.250, and that you are authorized to electronically sign this document by an e-filing direction made under section 168.22(2) of the act, or
- (b) You are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) of the act, and that the supporting document or a true copy of the supporting document, if a true copy is allowed under an e-filing direction, is in your possession, or
- (c) If the purpose of this declaration is to bring to the attention of the registrar an error, omission or misdescription in a previously submitted document under section 168.55 of the act, you certify that, based on your personal knowledge or reasonable belief, this declaration sets out the material facts accurately.

**Heidi Eileen
Boudreau 5LNHAR**

**Digitally signed by
Heidi Eileen Boudreau
5LNHAR
Date: 2021-11-30
20:09:29 -08:00**

Note: A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.

CANADA)
 PROVINCE OF)
 BRITISH COLUMBIA)

IN THE MATTER OF PID 028-991-125, Lot 1 Section
 97 Renfrew District Plan EPP24972 and PID 009-592-
 342, That Part of Section 97m Renfrew District as
 Shown Coloured Red on Plan 344R (the "Property")

AND: Form C Charge to be filed herewith.

AFFIDAVIT OF EXECUTION

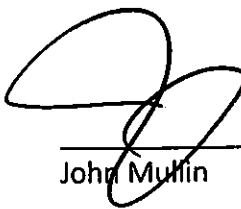
I, John Mullin, Barrister & Solicitor, of 1626 Garnet Road, Victoria, British Columbia, make oath and say that:

1. I am 19 years of age or older and I am acquainted with Luke Mari who is an authorized signatory of the named Transferor in the instrument.
2. I am acquainted with the signature of Luke Mari, named as the authorized signatory of the Transferor and believe that the signature subscribed to the instrument is the signature of Luke Mari.
3. The Transferor existed at the time of the instrument was executed and is legally entitled to hold and dispose of land in British Columbia.
4. Luke Mari, authorized signatory for the Transferor was not physically present when executing the Form C Charge because it was medically unsafe to do so in person due to the COVID – 19 Pandemic but was linked with me using video technology on November 29, 2021. I followed the process described in Practice Bulletin 01-20 Process for Remote Witnessing of Affidavits for use in Land Title Applications and complied with the Law Society of British Columbia best practices for using video-conferencing when providing legal advice or service.

AND I MAKE THIS SWORN STATEMENT conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

SWORN before me at the City of Victoria,)
 in the Province of British Columbia,)
 this 29 day of November, 2021)

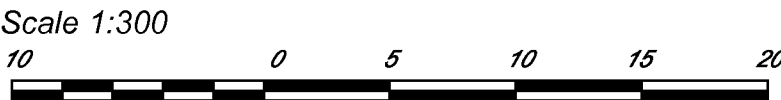
A Commissioner for taking Oaths in and)
 for the Province of British Columbia)


 John Mullin

PETER W. DEMEO
Barrister & Solicitor
 1626 Garnet Road
 Victoria, BC V8P 3C8

REFERENCE PLAN OF PART OF LOT A PLAN VIP65589
AND LOT B PLAN VIP65589 AND PART OF LOT 1 PLAN EPP24972
ALL OF SECTION 97, RENFREW DISTRICT.

PURSUANT TO SECTION 99(1)(h) OF THE LAND TITLE ACT
BCGS 92C.058



The intended plot size of this plan is 864mm in width and 560 mm in height (D size) when plotted at a scale of 1:300.

Distances are in metres and decimals thereof.

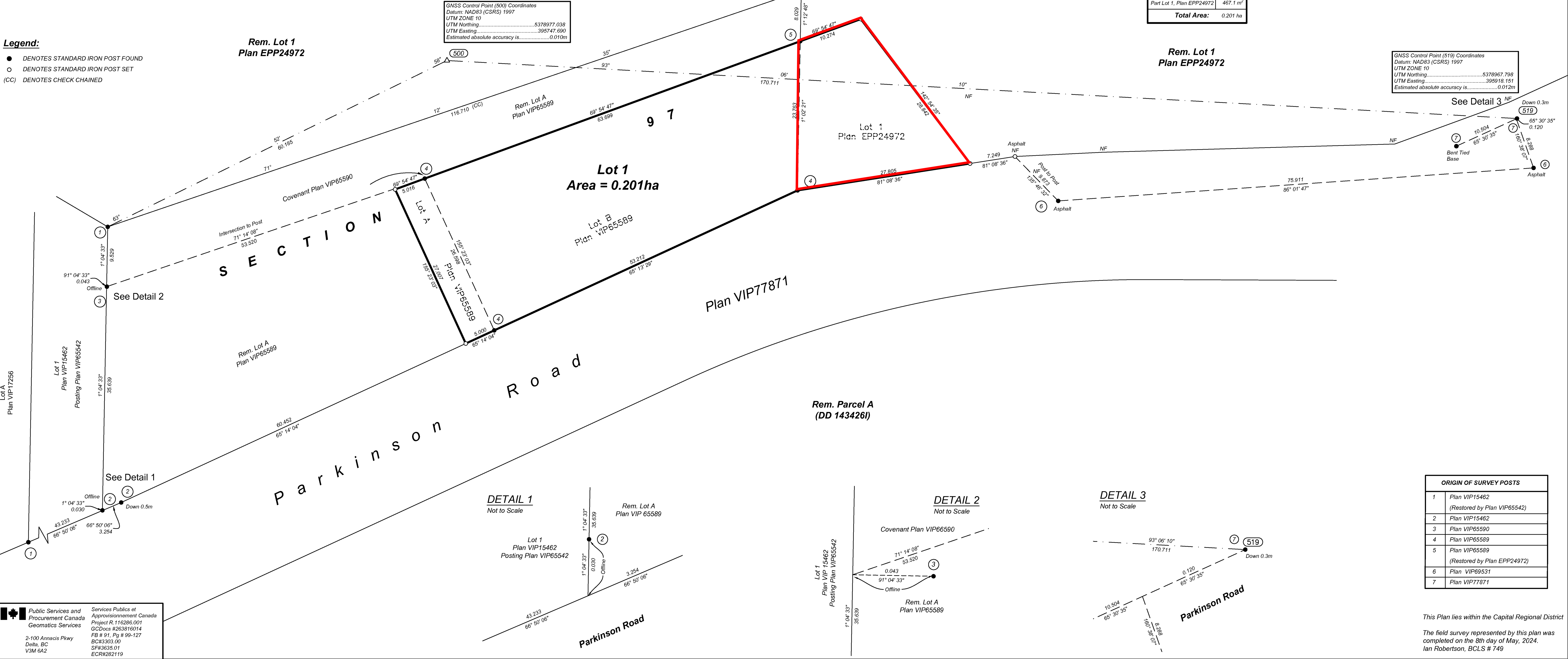
Grid bearings are derived from dual frequency, differential carrier phase GNSS observations, processed using Natural Resources Canada Precise Point Positioning Service, and are referred to the central meridian of UTM Zone 10.

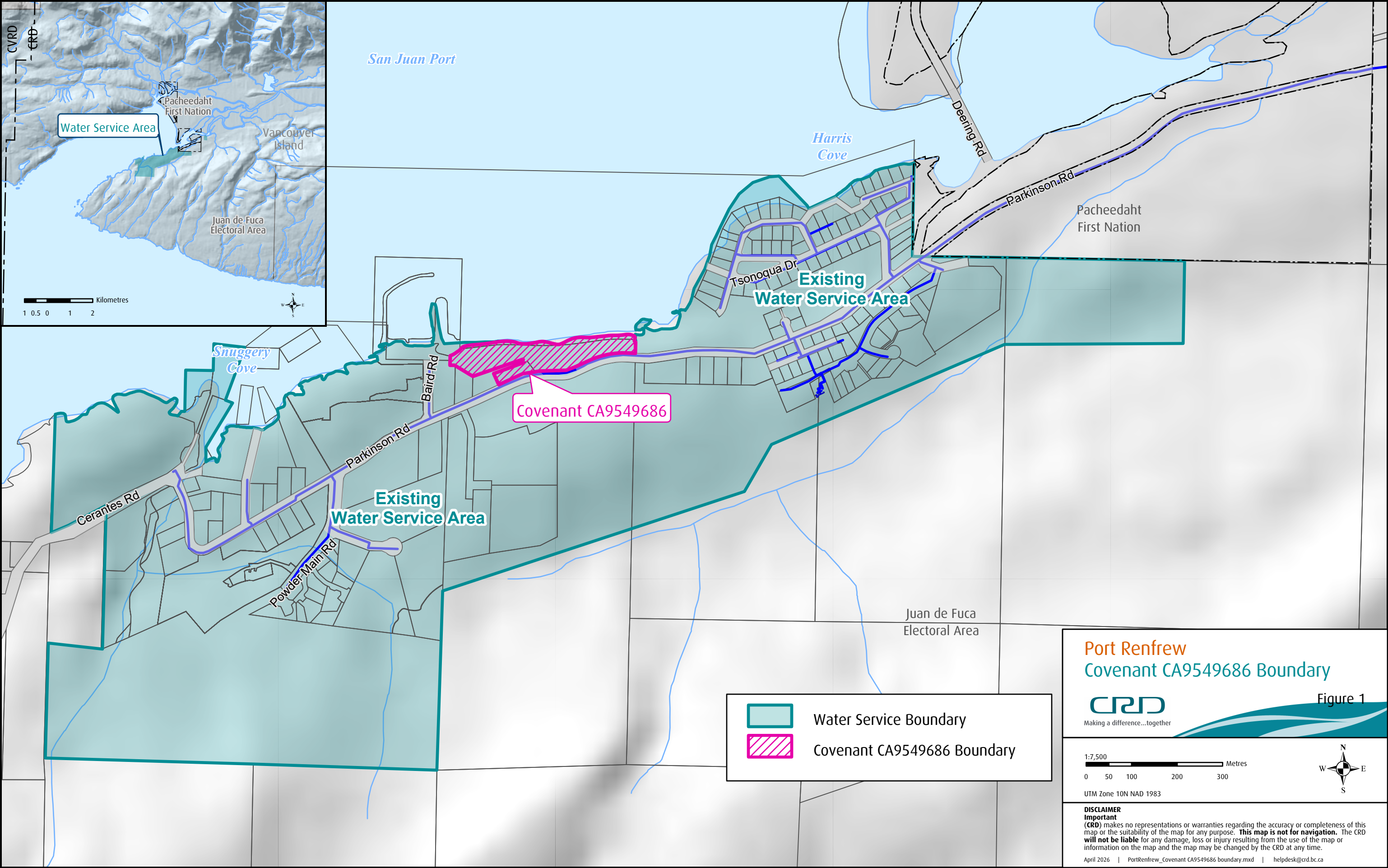
The UTM coordinates and estimated absolute accuracy achieved are derived from dual frequency, differential carrier phase GNSS observations, processed using Natural Resources Canada Precise Point Positioning Service.

This plan shows horizontal ground-level distances unless otherwise specified. To compute grid distances, multiply ground-level distances by the average combined factor of 0.9997328. The average combined factor has been determined based on an ellipsoidal elevation of 3.142m.

Legend:

- DENOTES STANDARD IRON POST FOUND
- DENOTES STANDARD IRON POST SET
- (CC) DENOTES CHECK CHAINED





**BY EMAIL**

March 13, 2026

Port Renfrew Utility Services Committee (PRUSC)
C/o Iain Lawrence
Capital Regional District (CRD)
3-7450 Butler Road
Sooke, BC V9Z 1N1

Attention: Committee Members

Dear Committee Members –

**Re: LOT 1 SECTION 97 RENFREW DISTRICT PLAN EPP138131 / 032-347-090
Request for discharge of Covenant CA9549686**

I have been communicating with Iain Lawrence at CRD in respect of a parcel of land on Stevenson Road in Port Renfrew purchased by Canadian Coast Guard (CCG) in 2024.

Title to this property was encumbered by five covenants in favour of the CRD when CCG purchased the property. In 2025 four of the five covenants were discharged and there remains one covenant – CA9549686 – as referred above, still on title.

The property CCG purchased was outside the covenant area, however a small sliver of land was acquired from the adjacent property that is in the covenant area and was consolidated with the main lot CCG was purchasing. The covenant in question was therefore transferred over to the new consolidated lot.

A copy of the covenant is attached hereto for your reference, which you are no doubt familiar with. The covenant relates to the usage of water as it was intended that water would be required for a residential subdivision.

CCG is developing an emergency response facility on the Subject Property. Whilst it is difficult to anticipate what the water usage (volume) will be, CCG anticipates using somewhere in the region of 20 cubic meters of water per month.

We hereby request that the Commission and CRD agrees to discharge the covenant in question.

Should you have any questions, please contact:

Water related questions - Ronne Ludvigson - Ronne.Ludvigson@dfo-mpo.gc.ca

Process related questions - Billy Ng - billy.ng@tpsgc-pwgsc.gc.ca

Legal related questions - Kate Orlinska

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If you are reaching out to any of the above individuals, please copy the other two.

Please note I will be away on extended leave from April 23, 2026.

Sincerely,

Nick Bodie

Nicholas Bodie

Senior Real Estate Advisor, Real Estate Services (RES)

Public Services and Procurement Canada - PSPC

CC. Ronne Ludvigson, CCG

Billy Ng, PSPC

Kate Orlinska, DOJ

Canada 

**REPORT TO PORT RENFREW UTILITY SERVICES COMMITTEE
MEETING OF JULY 14, 2026**

SUBJECT **Port Renfrew Utility Services Mid-Year Capital Projects and Operational Update**

ISSUE SUMMARY

To provide the Port Renfrew Utility Services Committee with capital project status reports and operational updates.

The Port Renfrew Water System provides drinking water to approximately 336 Single Family Equivalents (SFE). The Port Renfrew sewer system serves approximately 98 SFE's in the Beach Camp localized residential area. The Capital Regional District (CRD) Infrastructure and Water Services Department is responsible for the overall operation of the water and sewer systems with day-to-day operations, maintenance, design and construction of the water and sewer system facilities provided by CRD Infrastructure, Planning and Engineering, and Infrastructure Operations divisions. The quality of drinking water provided to customers in the Port Renfrew Water System is overseen by the CRD Water Quality division of the CRD Parks, Recreation and Environmental Services Department.

The Port Renfrew Refuse Disposal Service is a local service funded by local property owners through requisition, Pacheedaht First Nation under a service agreement, the regional CRD Solid Waste Service, and the sale of recyclable materials. The service's primary function is to provide local garbage collection through the Port Renfrew Garbage and Recycling Depot. The CRD Parks, Recreation and Environmental Services Department is responsible for the operation of the Depot with day-to-day operations and planning provided by the Environmental Resource Management division.

CAPITAL PROJECT UPDATE

Port Renfrew Water

24-01 | Water Master Planning Study

Project Description: The Water Master Planning Study for the Port Renfrew Official Community Plan area is being delivered in conjunction with the Wastewater Master Planning Study.

Project Rationale: To provide water servicing requirements to the growing Port Renfrew community and the Pacheedaht First Nation. The capacity of the existing and future systems will be assessed including the potential to combine the Pacheedaht and CRD systems.

Project Update and Milestones: The initial Engineering Consultant engaged to support the delivery of the Master Planning study was released as of October 7, 2025, and the CRD has retained the next qualified Engineering Consultant. The total project budget will remain the same and the schedule for completing the works has been adjusted to October 2026.

Milestone	Completion Date
Technical memos submitted (2 of 5)	Q1 & Q2
Project Kickoff Meeting	Q4 2025
Notice of Award	Q4 2025
Negotiation with next qualified Consultant (RFP)	Q4 2025
Release of Initial Engineering Consultant	Q4 2025
Project Kickoff Meeting	Q1 2025
Notice of Award	Q4 2024
Request for Proposal (RFP) phase	Q4 2024
Budget and Grant Approval	End of 2023 (Budget has received early approval)

Port Renfrew Sewer

24-01 | Sewer Master Planning Study

Project Description: Sewer Master Planning Study for the Port Renfrew Official Community Plan area to be delivered in conjunction with the Water Master Planning study.

Project Rationale: To provide wastewater servicing requirements to the growing Port Renfrew community and the Pacheedaht First Nation. The capacity of the existing and future systems will be assessed including the potential to combine the future Pacheedaht and CRD systems.

Project Update and Milestones: The initial Engineering Consultant engaged to support the delivery of the Master Planning study was released as of October 7, 2025, and the CRD has retained the next qualified Engineering Consultant. The total project budget will remain the same and the schedule for completing the works has been adjusted to October 2026.

Milestone	Completion Date
Technical memos submitted (2 of 5)	Q1 & Q2
Project Kickoff Meeting	Q4 2025
Notice of Award	Q4 2025
Negotiation with next qualified Consultant (RFP)	Q4 2025
Release of Initial Engineering Consultant	Q4 2025
Project Kickoff Meeting	Q1 2025
Notice of Award	Q4 2024
Request for Proposal (RFP) phase	Q4 2024
Budget and Grant Approval	End of 2023 (Budget has received early approval)

22-02 | Alternative Approval Process (AAP)

Project Description: Based on information received from the Master Plan (24-01), carry out an AAP or petition in order to borrow funds for required system renewal (one or multiple phases).

Project Rationale: Following approval of Growing Communities Fund (GCF) grant for Master Plan studies to be completed in 2024, this AAP or petition process is proposed to be delayed to 2026 so that the Master Plan results can be captured and incorporated.

Project Update and Milestones:

Milestone	Completion Date
Project on hold pending Master Plan completion	On-hold

Port Renfrew Refuse Disposal

24-01 | Site Efficiency Upgrades

Project Description: Upgrading of the site infrastructure, including replacement of current refuse bins with compacting bins and associated electrical upgrades, repair of entrance gate fencing and building covered storage for recyclables. Additionally, this project includes the completion of a waste assessment feasibility study to assess the short and long-term capacity of the upgraded depot, including baseline data for waste volumes by sector and geographic origin.

Project Rationale: To provide secure, efficient and sustainable solid waste services to the growing Port Renfrew community and the Pacheedaht First Nation.

Project Update and Milestones: Installation of the compactor bin was completed in May 2026. Initial tonnage per haul indicates successful densification of the refuse by a factor of 1.4. The electrical fence upgrade was completed in June 2026. The feasibility study will be completed in fall 2026.

OPERATIONAL UPDATE

Port Renfrew Water

This is a water operational update reporting period from January through June 2026.

- Annual maintenance was completed on all hydrants, standpipes, and system valves. A failed standpipe was replaced.
- Core Area Operators continue to provide coverage during the Local Operator's upcoming leave.
- Water Conservation signage has now been installed in the community.
- Vegetation control was completed around valves, hydrants, and standpipes to ensure accessibility.
- Reservoir #1 (old reservoir) cleaning and inspection was completed in early May with no urgent issues noted.
- Annual infrared scanning was completed at the Water Treatment Plant (WTP) with no major/urgent issues noted.
- Water distribution system flushing was completed in early May.
- A supply main break on the line running from the well and treatment plant to the reservoirs was detected at 9am on June 25. Core area crews isolated and repaired and water levels in the reservoirs have recovered. worked overnight to complete the repair by 1am on June 26.

Port Renfrew Sewer

This is a wastewater operational update reporting period from January through June 2026.

- Monthly removal of solids via vac truck from the Wastewater Treatment Plant (WWTP) have helped maintain effluent compliance.
- Core Area Operators continue to provide coverage during the Local Operator's upcoming leave.
- Operations repaired the skimmer mechanism at the WWTP which should improve effluent quality.
- Operations continues to look for ways to optimize and improve the overall treatment plant process.
- A Pest control contractor has been hired on a bi-monthly basis to try and mitigate the ongoing rat issue at the WWTP.

Port Renfrew Refuse Disposal

Since November 2024, the Port Renfrew Garbage & Recycling Depot is typically open from 10am to 2pm Friday to Tuesday each week. High season hours apply between June 1 and September 30 and include daily operations of 9am to 5pm from Friday to Tuesday each week and 10am to 4pm on Wednesdays and Thursdays.

An extended producer responsibility (EPR) collection program for electronic devices has been in place at the depot since January 2026. Starting in June 2026, a month-to-month arrangement has been put in place with a hauling contractor to receive 50% of revenue generated from self-sorted refundable beverage containers.

Staff are currently working with Recycle BC to ensure that residential packaging and paper products can again be collected, transported and processed by this EPR program in 2027.

The tonnage of waste transferred from the Port Renfrew Garbage and Recycling Depot to Hartland Landfill continues to increase and 2026 volumes are currently 10% higher when compared to January to June 2025. This increase in tonnage, combined with extended hours of operation, continues to impact the budget for this service. It is estimated that depot operations will be over budget by approximately \$60,000 in 2026.

RECOMMENDATION

There is no recommendation. This report is for information only.

Submitted by:	Iain Lawrence, MCIP, RPP, Senior Manager, JdF Administration
Concurrence:	Stephen Henderson, MBA, P.G.Dip.Eng, BSc, General Manager, Electoral Area Services