



**REPORT TO THE JUAN DE FUCA LAND USE COMMITTEE
MEETING OF TUESDAY, SEPTEMBER 15, 2015**

SUBJECT **Development Variance Permit for Lot 1, District Lots 17, 899, 929, Renfrew District, Plan VIP79865**

ISSUE

A request has been made for a development variance permit to relax the rear yard setback from 6 m to 2.64 m for the purpose of constructing a single family dwelling.

BACKGROUND

The 0.4 ha property is located at 17310 Parkinson Road in Port Renfrew and is zoned Tourism Commercial-One (TC-1) under the Port Renfrew Comprehensive Community Plan Bylaw No. 3109 (Appendix A). The parcel is bound to the north by Port San Juan, by a parcel zoned Tourism Commercial-Two (TC-2) to the west, Snuggery Cove and land zoned Community Residential-One (CR-1) to the east, and Parkinson Road to the south.

There is a restaurant, administration building and a hotel in five separate structures on the site. A site plan has been prepared which indicates the location of the proposed building (Appendix B). As well, a building elevation plan has been provided (Appendix C).

ALTERNATIVES

That the Land Use Committee recommends to the CRD Board:

1. That Development Variance Permit VA000134 for Lot 1, District Lots 17, 899, 929, Renfrew District, Plan VIP79865 to vary the Port Renfrew Comprehensive Plan, Bylaw No. 3109, Schedule "B", Section 23 item 2.(h)(iv) to relax the rear yard setback from 6 m to 2.64 m for the purpose of constructing a single-family dwelling, be approved.
2. That the development variance permit be denied and require the structure to comply with zoning requirements.
3. That the application be referred back to staff for more information.

LEGISLATIVE IMPLICATIONS

The Port Renfrew Comprehensive Community Plan, Bylaw No. 3109, specifies no building or structure shall be located within 6 m of the rear parcel line for the Tourism Commercial-One zone. A development variance permit is required in order to allow the proposed dwelling to be located 2.64 m from the rear lot line.

PUBLIC CONSULTATION IMPLICATIONS

Pursuant to the *Local Government Act*, Section 922(4), if a local government is proposing to pass a resolution to issue a development variance permit it must give notice to each resident/tenant within a given distance as specified by bylaw. Capital Regional District Bylaw No. 3110, Fees and Procedures Bylaw, states that the Board at any time may refer an application to an agency or organization for their comment. In addition, it states that a notice of intent must be mailed to adjacent property owners within a distance of not more than 500 metres. Any responses received from the public will be presented at the September 15, 2015 Land Use Committee meeting.

LAND USE IMPLICATIONS

The single-family dwelling is an additional structure to the existing tourist facilities on the site. The use is consistent with the Tourism Commercial land use designation under the Port Renfrew Comprehensive Plan and the single-family dwelling is a permitted use under the TC-1 zone.

A geotechnical report has been provided that made recommendations with respect to the foundation works and established a flood construction level and determined that the site is safe for the use intended (Appendix D).

The relaxation of the rear yard setback from 6 m to 2.64 m provides for separation from existing structures on the site. Except for the need to relax the rear yard setback, the proposed single-family dwelling complies with the front and side yard requirements and is under the maximum height.

The structure is located on a point of land and cannot be seen from Parkinson Road and is located between two existing buildings; therefore, there should be limited impact on the adjacent properties and the character of the neighbourhood. Staff recommends approval of the variance subject to public notification and consideration of comments from neighbouring residents.

CONCLUSION

The applicant is requesting a relaxation of the rear yard setback from 6 m to 2.64 m for the construction of a single-family dwelling within an existing tourist facility. Staff recommends approval of the variance request subject to public notification.

RECOMMENDATION

That the Land Use Committee recommends to the Capital Regional District Board:

That Development Variance Permit VA000134 for Lot 1, District Lots 17, 899, 929, Renfrew District, Plan VIP79865 to vary the Port Renfrew Comprehensive Plan, Bylaw No. 3109, Schedule “B”, Section 23 item 2.(h)(iv) to relax the rear yard setback from 6 m to 2.64 m for the purpose of constructing a single-family dwelling, be approved.

Submitted by:	Iain Lawrence, Planner
Concurrence:	June Klassen, MCIP, RPP, Manager Local Area Planning
Concurrence:	Kevin Lorette, P.Eng., MBA, General Manager, Planning & Protective Services
Concurrence:	Kevin Lorette, P.Eng., MBA, Acting Chief Administrative Officer

IL:wm

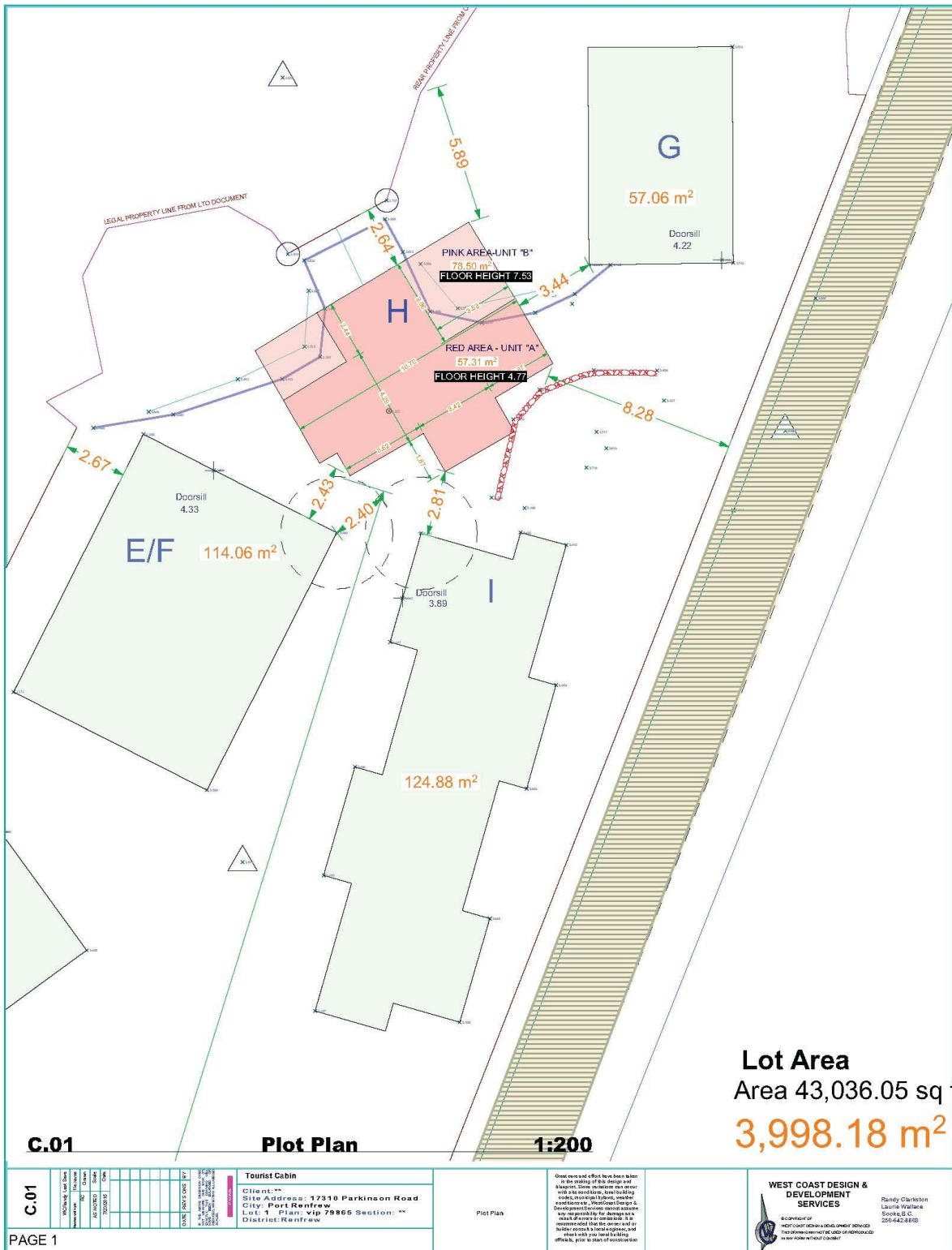
Appendices:

- A. Subject Property Map
- B. Site Plan, West Coast Design and Development Services, July 23, 2015
- C. Building Elevation Drawings, West Coast Design and Development Services, July 21, 2015
- D. Geotechnical Report, Ryzuk Geotechnical, Bruce R. Dagg, P.Eng., June 9, 2015

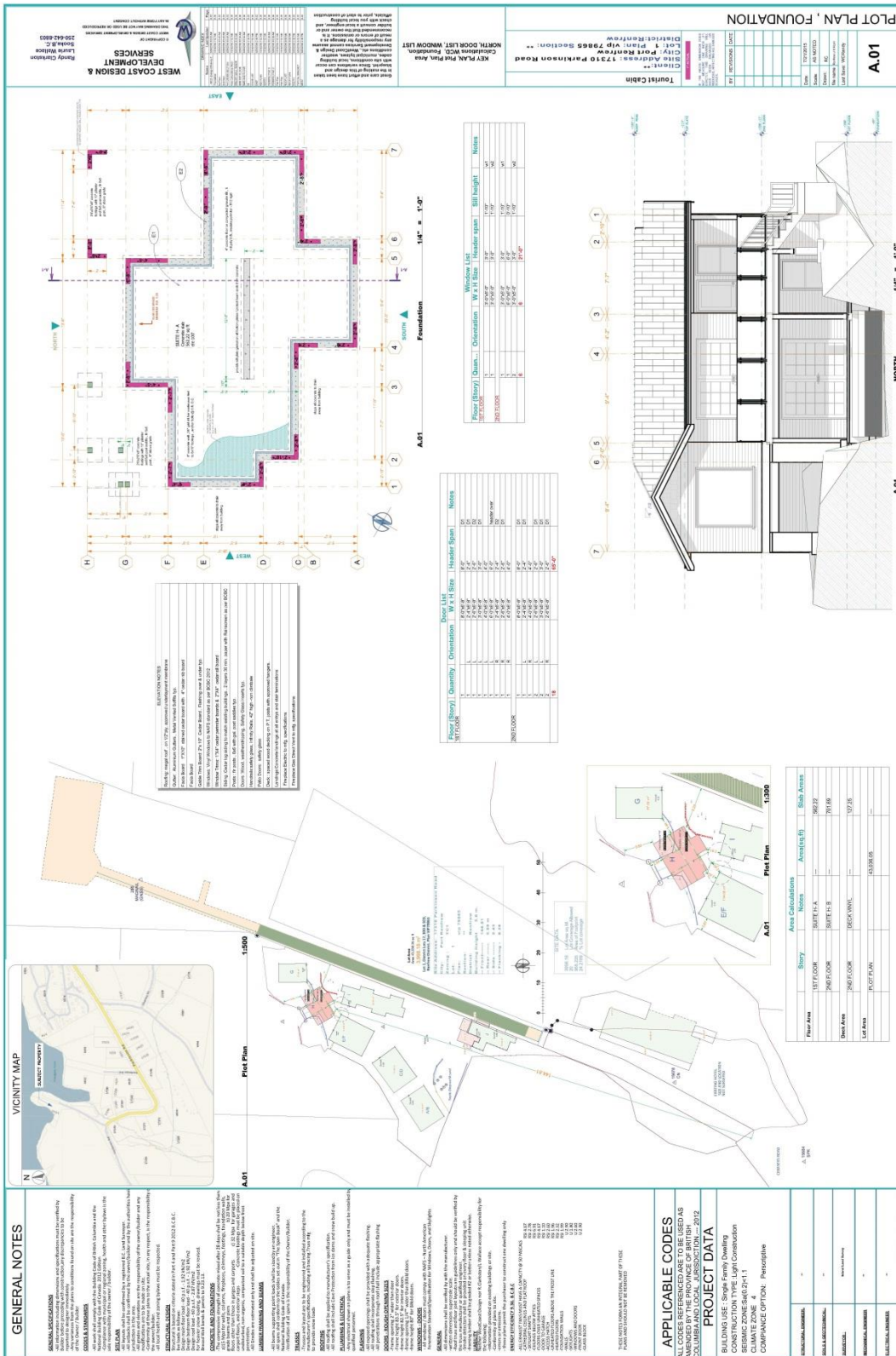
Appendix A: Subject Property Map



Appendix B: Site Plan



Appendix C: Building Elevation Drawings



RYZUK GEOTECHNICAL

Engineering & Materials Testing

28 Crease Avenue, Victoria, BC, V8Z 1S3 Tel: 250-475-3131 Fax: 250-475-3611 www.ryzuk.com

June 9, 2015

File No: 8-7328-1

Attn:

Dear Sir,

Re: Subgrade and Flood Level Assessment for Proposed Building H
17310 Parkinson Road – Port Renfrew, BC

As requested, we have prepared this letter to collate previous correspondence related to the proposed Building H at the referenced property, specifically with reference to foundation subgrade conditions and our calculation of the Flood Construction Level (FCL). Our comments and recommendations pertaining to these matters are contained herein. We have recently submitted a B.C. Building Code Schedule B (Geotechnical) to the Capital Regional District (CRD) for this project. Our work has been undertaken in accordance with, and is subject to, the attached Terms of Engagement.

The site is located at the north end of Parkinson Road, at the western end of the community of Port Renfrew, and is part of the Port Renfrew Hotel property. Several small recreational cottages or residences (Buildings A/B, C/D, E/F, G and I), and one retail building (Building J) are present on a narrow peninsula directly west of a public wharf at this location. We understand that these were constructed about 10 years ago. The area around these buildings is a relatively flat surface underlain by a variable thickness of fill placed between rock outcrops that are present around the perimeter of the site. The existing buildings are supported on a series of concrete piers that we understand were excavated through the fill to bear directly on the underlying bedrock.

The currently contemplated building, Building H, would be located in the northwestern portion of the site, just back of two low bedrock knolls and close to the shoreline. We understand that this building was also proposed at the time that the others were built, but was not constructed. On May 1, 2015 we monitored excavation of one test pit in the southwest portion of the proposed footprint. This test pit revealed the presence of at least 6 feet (1.8 m) of mixed fill, including rock and debris such as plastic, concrete, wood, etc. It will likely be necessary to excavate to bedrock throughout the building site to support the building on a series of piers, similar to the existing buildings in the area. Based on observations at the beach to the north-northwest of the building site (between the two knolls), the required excavation depth could be on the order of 7 –

Ryzuk Geotechnical

Allpoint Holdings
Building H, 17310 Parkinson Road – Port Renfrew, BC

June 9, 2015

8 feet (2.1 – 2.4 m). However, the depth could be even greater near the middle of the building, and possibly less near the northeast and southeast corners, where adjacent bedrock outcrops are present. We should inspect and confirm subgrade conditions prior to the footings being poured, in conformance with the requirements of the noted Schedule B.

We have also calculated the flood construction level (FCL) for the proposed building. The FCL is used to establish the elevation of the underside of a suspended floor system or top of a concrete slab for habitable buildings. The calculation is in accordance with the "Provincial Guidelines for Management of Coastal Flood Hazard Land Use," published in January 2011 and the Provincial Guidelines for "Coastal Floodplain Mapping" published in June 2011. Additional information required to establish the FCL was obtained from Canadian Hydrographic Services as well as "Relative and absolute sea level rise in western Canada and northwestern United States from a combined tide gauge-GPS analysis" by Mazzotti et al (2008).

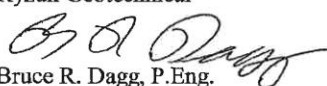
Based on the information above, the following FCL elevations have been established based on building design life and with respect to the Geodetic Survey of Canada (GSC) datum:

Design Life (yrs)	50	75	100
FCL (m)	4.59	4.77	4.95

Considering the above, it is our opinion that the proposed development is not subject to natural hazard provided that the above-recommended FCL is adhered to. As such, and in fulfillment of the requirements of Section 56 of the Community Charter, we confirm that with the implementation of the recommendations contained in this report and from a geotechnical engineering perspective, the land can be safely used for the use intended. We further confirm that the Capital Regional District may rely on our opinion for the purpose of issuing a building permit for the construction of the proposed building.

We trust that the preceding is suitable for your purposes at present, however if you have any questions with respect to the above, please contact us.

Yours very truly,
Ryzuk Geotechnical


Bruce R. Dagg, P.Eng.
Geotechnical Engineer



Attachment – Terms of Engagement

cc:

CRD (Juan de Fuca) Building Inspections – Michael Matlo, RBO (bijdf@crd.bc.ca)

TERMS OF ENGAGEMENT

GENERAL

Ryzuk Geotechnical (the Consultant) shall render the Services, as specified in the agreed Scope of Services, to the Client for this Project in accordance with the following terms of engagement. The Services, and any other associated documents, records or data, shall be carried out and/or prepared in accordance with generally accepted engineering practices in the location where the Services were performed. No other warranty, expressed or implied is made. The Consultant may, at its discretion and at any stage, engage sub-consultants to perform all or any part of the Services.

Ryzuk Geotechnical is a wholly owned subsidiary of C. N. Ryzuk & Associates Ltd.

COMPENSATION

All charges will be payable in Canadian Dollars. Invoices will be due and payable by the Client on receipt of the invoice without hold back. Interest on overdue accounts is 24% per annum.

REPRESENTATIVES

Each party shall designate a representative who is authorized to act on behalf of that party and receive notices under this Agreement.

TERMINATION

Either party may terminate this engagement without cause upon thirty (30) days' notice in writing. On termination by either party under this paragraph, the Client shall forthwith pay to the Consultant its Charges for the Services performed, including all expenses and other charges incurred by the Consultant for this Project.

If either party breaches this engagement, the non-defaulting party may terminate this engagement after giving seven (7) days' notice to remedy the breach. On termination by the Consultant under this paragraph, the Client shall forthwith pay to the Consultant its Charges for the Services performed to the date of termination, including all fees and charges for this Project.

ENVIRONMENTAL

The Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater. The Consultant will cooperate with the Client's environmental consultant during the field work phase of the investigation.

PROFESSIONAL RESPONSIBILITY

In performing the Services, the Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services contemplated in this engagement at the time when and the location in which the Services were performed.

INSURANCE

Ryzuk Geotechnical is covered by Professional Indemnity Insurance as follows:

1. \$ 2,000,000 each and every claim
2. \$ 4,000,000 aggregate
3. \$ 5,000,000 commercial/general liability coverage

LIMITATION OF LIABILITY

The Consultant shall not be responsible for:

1. the failure of a contractor, retained by the Client, to perform the work required for the Project in accordance with the applicable contract documents;
2. the design of or defects in equipment supplied or provided by the Client for incorporation into the Project;
3. any cross-contamination resulting from subsurface investigations;
4. any Project decisions made by the Client if the decisions were made without the advice of the Consultant or contrary to or inconsistent with the Consultant's advice;
5. any consequential loss, injury or damages suffered by the Client, including but not limited to loss of use, earnings and business interruption;
6. the unauthorized distribution of any confidential document or report prepared by or on behalf of the consultant for the exclusive use of the Client
7. Subsurface structures and utilities

V.1.1

The Consultant will make all reasonable efforts prior to and during subsurface site investigations to minimize the risk of damaging any subsurface utilities/mains. If, in the unlikely event that damage is incurred where utilities were unmarked and/or undetected, the Consultant will not be held responsible for damages to the site or surrounding areas, utilities/mains or drilling equipment or the cost of any repairs.

The total amount of all claims the Client may have against the Consultant or any present or former partner, executive officer, director, stockholder or employee thereof under this engagement, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the amount of any professional liability insurance the Consultant may have available for such claims.

No claim may be brought against the Consultant in contract or tort more than two (2) years after the date of discovery of such defect.

DOCUMENTS AND REPORTING

All of the documents prepared by the Consultant or on behalf of the Consultant in connection with the Project are instruments of service for the execution of the Project. The Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used on any other project without the prior written agreement of the Consultant.

The documents have been prepared specifically for the Project, and are applicable only in the case where there has been no physical alteration to, or deviation from any of the information provided to the Consultant by the Client or agents of the Client. The Client may, in light of such alterations or deviations, request that the Consultant review and revise these documents.

The identification and classification as to the extent, properties or type of soils or other materials at the Project site has been based upon investigation and interpretation consistent with the accepted standard of care in the engineering consulting practice in the location where the Services were performed. Due to the nature of geotechnical engineering, there is an inherent risk that some conditions will not be detected at the Project site, and that actual subsurface conditions may vary considerably from investigation points. The Client must be aware of, and accept this risk, as must any other party making use of any documents prepared by the Consultant regarding the Project.

Any conclusions and recommendations provided within any document prepared by the Consultant for the Client has been based on the investigative information undertaken by the Consultant, and any additional information provided to the Consultant by the Client or agents of the Client. The Consultant accepts no responsibility for any associated deficiency or inaccuracy as the result of a miss-statement or receipt of fraudulent information.

JOBSITE SAFETY AND CONTROL

The Client acknowledges that control of the jobsite lies solely with the Client, his agents or contractors. The presence of the Consultant's personnel on the site does not relieve the Client, his agents or contractors from their responsibilities for site safety. Accordingly, the Client must endeavor to inform the Consultant of all hazardous or otherwise dangerous conditions at the Project site of which the Client is aware.

The client must acknowledge that during the course of a geotechnical investigation, it is possible that a previously unknown hazard may be discovered. In this event, the Client recognizes that such a hazard may result in the necessity to undertake procedures which ensure the safety and protection of personnel and/or the environment. The Client shall be responsible for payment of any additional expenses incurred as a result of such discoveries, and recognizes that under certain circumstances, discovery of hazardous conditions or elements requires that regulatory agencies must be informed. The Client shall not bring about any action or dispute against the Consultant as a result of such notification.

FIELD SERVICES

Where applicable, field services recommended for the Project are the minimum necessary, in the sole discretion of the Consultant, to observe whether the work or a contractor retained by the Client is being carried out in general conformity with the intent of the Services. Any reduction from the level of services recommended will result in the Consultant providing qualified certifications for the work.

DISPUTE RESOLUTION

If requested in writing by either the Client or the Consultant, the Client and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of the arbitrator appointed by agreement of the parties or by reference to a Judge of the British Columbia Court.

V.1.1