

**CORPORATION OF THE CITY OF COURTENAY
COUNCIL MEETING AGENDA**

DATE: Monday, November 5, 2012
PLACE: City Hall Council Chambers
TIME: 4:00 p.m.

1.00 ADOPTION OF MINUTES

1. Adopt October 15, 2012 Regular Council Meeting Minutes and Committee of the Whole Minutes of October 29, 2012

2.00 INTRODUCTION OF LATE ITEMS

3.00 DELEGATIONS

1. Glen Cross, Heritage Revival Homes re: OCP and Zoning Amendment Bylaws
2. Mike Aldridge re: Zoning Amendment Application No. 1210
3. Kip Keylock re: Boundary Extension Anderton Road
4. Tom Sparrow, Chief Project Officer re: North Island Hospitals Project

4.00 COMMITTEE/STAFF REPORTS

(a) Community Services

- 7 1. Off-Leash Dog Park – Harmston Park

(b) Legislative Services

- 9 2. Encroachment Agreement – Island Honda

(c) Development Services

- 17 3. Boundary Extension – Anderton Road (Harbour View Landing)

- 35 4. Zoning Amendment – 2449 Inverclyde Way

Mayor: ask for public input

- 47 5. Development Variance Permit No. 1203 - Walmart Signage

- 61 6. OCP and Zoning Amendment – 932-5th Street

- 77 7. OCP and Zoning Amendment – Comox Valley Hospital

(d) Financial Services

- 85 8. Comox Valley Emergency Program – New Agreements
- 103 9. Council Select Committee: East Courtenay Fire Hall/Training Centre Project Review Committee

5.00 REPORTS AND CORRESPONDENCE FOR INFORMATION

- 107 1. Monthly Police Report

6.00 REPORTS FROM COUNCIL REPRESENTATIVES

7.00 RESOLUTIONS OF COUNCIL

1. In Camera Meeting

That under the provisions of Section 90(1)(c) of the *Community Charter*, notice is hereby given that a Special In-Camera meeting closed to the public, will be held November 5, 2012 at the conclusion of the Regular Council Meeting.

8.00 UNFINISHED BUSINESS

9.00 NOTICE OF MOTION

10.00 NEW BUSINESS

11.00 BYLAWS

For First and Second Reading

- 109 1. “Official Community Plan Amendment Bylaw No. 2719, 2012”
(Urban Residential to Multi-Residential Use, 932-5th Street)
- 111 2. “Zoning Amendment Bylaw No. 2720, 2012”
(Rezone from R-2 to R-4B, 932-5th Street)
- 113 3. “Zoning Amendment Bylaw No. 2725, 2012”
(Rezone from R-1B to R-1S – 2449 Inverclyde Way)
- 115 4. “Official Community Plan Amendment Bylaw No. 2714, 2012”
(Hospital Site from Parks and Recreation to Public/Institutional Uses)
- 117 5. “Zoning Amendment Bylaw No. 2715, 2012”
(Add Section 29 to Classification of Zones PA-4 and rezone 95 Lerwick Road from PA-2 to PA-4 and 235 Lerwick Road from PA-3 to PA-4 Hospital Site)

12.00 COUNCIL MEMBER ROUND TABLE

13.00 ADJOURNMENT



North Island Hospitals Project

City of Courtenay Council
November 5, 2012

Project Objectives

- Increase North Vancouver Island acute care capacity to meet the population's growing and changing needs
- Enhance safety and quality of care for all patients
- Improve access to services for all North Vancouver Island communities
- Maximize staff and physician recruitment and retention potential



2



A Long Journey...

- VIHA has been pursuing a replacement strategy for the two acute care hospitals in Campbell River and Comox Valley for more than seven years.
- Business Case for the agreed upon solution was completed in December 2011.
- Government approval announced on April 26, 2012.
- Procurement June, 2012 – January, 2014
- Design and Construction January, 2014 – December, 2016
- Move-In – Spring/Summer, 2017



Key Result Areas - VIHA 3
Update 2010/11



4



Project Description

- Comox Valley Hospital
 - 29,000 m²
 - 153 beds (2025/26 target)
 - Services will include all existing services at SJGH
 - MRI
 - University of British Columbia (UBC) Academic Teaching Space

Guiding Principles - Design

- City of Courtenay
- Campbell River
- Vancouver Island Health Authority

Guiding Principles - Design

1. Healing Environment
2. Evidence Based Design
3. LEAN approach to Service Delivery Flows
4. Elder and Patient Friendly
5. Consistency of Design

Guiding Principles - Design

6. Use of Wood
7. Sustainability
8. Efficient Use of Resources
9. Alternative Sources of Energy
10. Carbon Neutrality

Site Location



Comox Valley Site Benefits

- Located on two high volume arterial roads to maximize ease of access for visitors and fit within current road capacity.
- Site is level and suitable for elder friendly philosophy.
- Size of site (13.3 acres) similar to original Crown Isle location (15 acres).
- Site is close to future fire hall, and well serviced by utilities.
- Strategic partnership with North Island College.

Comox Valley Hospital Indicative Design



Comox Valley Hospital
Preliminary Landscape Concept Plan

DIALOG

Transportation Impact Assessment

Completed and Submitted in 24th May 2012

MoTI & City of Courtenay Engineering Staff signoff

Modelled major intersections 2016, 2026 and 2036,
3% traffic growth first 10 years, then 2% there
after.

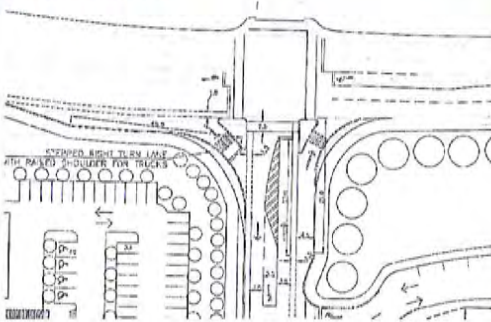
Transportation Impact Assessment

All intersections on Lerwick Road Operate at
acceptable LOS

Ryan Road / Lerwick Road has issues in 2026

The Ryan / Lerwick issue being addressed by City of
Courtenay Master Plan

Main Site Access



COHOR STRATHCOOMA
REGIONAL HOSPITAL DISTRICT



COHOR STRATHCOOMA
REGIONAL HOSPITAL DISTRICT



Stepped Right Turn Facility



COHOR STRATHCOOMA
REGIONAL HOSPITAL DISTRICT



Access to Transit



COHOR STRATHCOOMA
REGIONAL HOSPITAL DISTRICT



COHOR STRATHCOOMA
REGIONAL HOSPITAL DISTRICT



Cycle Facilities



COHOR STRATHCOOMA
REGIONAL HOSPITAL DISTRICT





Pedestrian friendly environment



COMOX REGIONAL HOSPITAL DISTRICT



COMOX STRATHCONA REGIONAL HOSPITAL DISTRICT



Parking Onsite

375	100%	Permit only
100	100%	Permit only
27	100%	Permit only
24	100%	2 hour restriction, no staff
209	100%	2 hour restriction, no staff
11	100%	3 drop off spaces (10 min limit) 8 short term spaces (2 hr limit)
30	1 per 30	Disabled permit parking only
776		
1 (2)	100%	Bus only
10	100%	Drop off (10 min limit)
2	100%	Contracted service
14		
750		Includes Transit Stop; does not include dedicated parking for ambulances
2		Included as a garage in the indicative design and memo specifications



Project Schedule

- Rezoning the NIC and City lots
 - Rezoning application submitted June 2012
 - Public consultation July and October 2012
 - Rezoning complete November 2012
- Competitive selection process
 - Request for Proposals early 2013
 - Construction activity start 2013
 - Preparation of Comox Valley site for construction
 - Ground Breaking early 2014
 - Move in Spring - Summer 2017

COMOX STRATHCONA REGIONAL HOSPITAL DISTRICT



COMOX STRATHCONA REGIONAL HOSPITAL DISTRICT



Community Engagement

- Design Guidelines
 - For use in the Request for Qualification
- Community involvement process
 - Open houses and information sessions
 - quarterly
- VIHA working in partnership with the City of Courtenay team to develop and deliver an effective community engagement strategy



Design Competition

- Use of design guidelines
 - Community and city staff involvement
 - Enshrined in long term contract with private partner
- Competitive selection process
 - Proponent teams meet with city staff
 - Influence site master plan and design
- Community engagement during detailed design
 - Information sessions

Thank You!!

Questions?



Site Transportation Corridors



Site Transportation Corridors

From Indicative Design	29,500 m ²
From Master Program approximate maximum	160
From Master Program	20
Based on Campbell River ³ existing occupancy ratio per bed with an increase of 34 staff for transitional beds ³	394
Based on Campbell River existing occupancy ratio per bed	103
Based on Campbell River existing occupancy ratio per bed	34
100% of occupancy	160
Based on Campbell River existing occupancy ratio per bed	891
Based on Campbell River existing occupancy ratio per bed	111
Based on Campbell River existing occupancy ratio per bed	244



THE CORPORATION OF THE CITY OF COURTENAY

REPORT TO COUNCIL

FROM: Director of Community Services

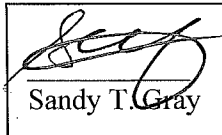
FILE #: 6120-01

DATE: October 17, 2012

SUBJECT: Off-Leash Dog Park - Harmston Park

C.A.O. COMMENTS/RECOMMENDATIONS:

That the report from the Director of Community Services be accepted.



Sandy T. Gray

RECOMMENDATION:

That the concept of an off-leash dog park at Harmston Park not be pursued at this time; and

That staff contact the Comox Valley Regional District to discuss options for a "Comox Valley off-leash Park".

PURPOSE:

To update Council on the feasibility of having an off-leash dog park at Harmston Park.

BACKGROUND:

In September, 2012, staff were requested to provide a report on the feasibility of having an off-leash dog park at Harmston Park. A neighbourhood meeting was held on October 16 at 5:00 pm at the Harmston Park site. Notices and surveys were delivered to residents and business in the surrounding area. 20 people attended the meeting.

DISCUSSION:

The results of the meeting was an overwhelming "no" to the idea of having a off-leash dog park at Harmston Park. The survey sheets received also represented a strong "no" to the project. The main concerns of the residents were:

- dog noise
- owners not picking up after their dogs
- people from outside the areas driving to the park to use the park for their dogs
- large dogs charging at or attacking smaller dogs
- a dog park would take away from the other uses of the park and would deter people from using the park
- spending Courtenay tax dollars on the park should not be a priority
- extra vehicle traffic and parking issues generated.

Those very few in favour of the project talked about:

- the need for a place to take their dogs and socialize
- having more use of the park would deter and reducing some of the undesirable activities occurring in the park
- dog owners will look after the park and monitor the activities.

The information received from this meeting makes it difficult to recommend continuing to pursue this park for an off-leash dog park.

The meeting did produce several other “non dog park” issues however and was valuable to hear the residents and their comments and suggestions. There are concerns about overall safety, poor lighting, trees, and drug activity in the park. Staff will meet with the RCMP to review some of these issues.

In terms of the question of having an off-leash dog park somewhere else in the community or in the Comox Valley, meetings with the Comox Valley Regional District can be initiated to discuss this possibility.

FINANCIAL IMPLICATIONS:

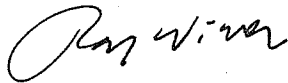
STRATEGIC PLAN REFERENCE:

Develop accessible, convenient, usable parks and green space
-Explore the concept of dog parks

OCP SUSTAINABILITY REFERENCE:

REGIONAL GROWTH STRATEGY REFERENCE:

Respectfully submitted,



Randy Wiwchar
Director of Community Services

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THE CORPORATION OF THE CITY OF COURTENAY

REPORT TO COUNCIL

FILE #: 2250-20 660476 BC Ltd

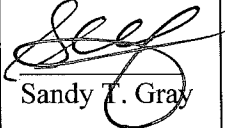
FROM: Director of Legislative Services
Director of Community Services

DATE: October 30, 2012

SUBJECT: 660476 BC LTD dba Island Honda – Encroachment Agreement – Island Honda

C.A.O. COMMENTS/RECOMMENDATIONS:

That the report from the Director of Legislative Services be accepted.



Sandy T. Gray

RECOMMENDATION:

That Council approve the attached encroachment agreement with Island Honda (660476 BC Ltd) for 486 square metres of City Property with the civic address 1109 Comox Road, Courtenay, BC V9N 3P7 legally described as Lot 1, Plan 35787, Section 13, Comox Land District; and

That the Mayor and Director of Legislative Services be authorized to execute all documentation relating to this agreement.

PURPOSE:

To enter into an agreement with Island Honda for the use of City property for the purpose of vehicle access and employee parking.

BACKGROUND:

1109 Comox Road was purchased in 2009 and is currently being utilized as a storage facility for the City.

DISCUSSION:

The City has an existing encroachment agreement with Mike Hamilton Logging Ltd for the north side of the property for vehicle and equipment parking. Island Honda has requested to utilize the south side of the property for employee parking while the City continues to use the building for storage.

FINANCIAL IMPLICATIONS:

The City shall receive Two Thousand Six Hundred Forty Three Dollars and Sixty Eight Cents \$2,643.68 plus applicable taxes each year which is the fair market value fee for the use.

STRATEGIC PLAN REFERENCE:

N/A.

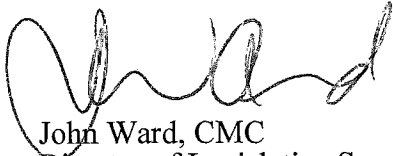
OCP SUSTAINABILITY REFERENCE:

N/A.

REGIONAL GROWTH STRATEGY REFERENCE:

N/A.

Respectfully submitted,



John Ward, CMC
Director of Legislative Services



Randy Wiwchar
Director of Community Services

G:\REC_CULTWENDY\Reports to Council\2012\Report to Council Island Honda Encroachment.docx

ENCROACHMENT AGREEMENT

Made this ____ day of October, 2012.

BETWEEN:

660476 BC LTD.
1025 Comox Road
Courtenay, B.C. V9N 3P7

(hereinafter called the "Owner")

AND:

THE CORPORATION OF THE CITY OF COURTENAY, a municipal corporation incorporated under the *Community Charter* and having an address of 830 Cliffe Avenue, Courtenay B.C. V9N

(hereinafter called the "City")

WHEREAS the Owner is the owner in fee simple of land in the City legally described as Lot 1, Plan 87105, Section 13 &14, Comox Land District, which land is in proximity to property in the possession and control of the City legally described as Lot 1, Plan 35787, Section 13, Comox Land District;

AND WHEREAS the Owner has requested and the City has agreed to grant permission for employee vehicle access and employee vehicle parking over a portion of the property (the "Encroachment Area");

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

ENCROACHMENT

1. The City so far as it legally can, but not otherwise, and subject to this Agreement and to its bylaws, grants to the Owner a non-exclusive employee vehicle access and employee vehicle parking over and on the Encroachment Area. The location and extent of the Encroachment Area are described in Schedule "A" attached hereto and forming part of this agreement.

USE

2. The Owner shall not use the Encroachment Area for any purpose other than for employee vehicle access and employee vehicle parking on or over the Encroachment Area as shown in Schedule "A". The Owner shall not block and shall leave clear at all times the shared common laneway access of the Encroachment Area.

TERM

3. This Agreement shall remain in force on a month to month basis unless terminated within the provisions of this Agreement.

NO RELIEF

4. It is understood, covenanted and agreed by and between the parties that no provision of this Agreement, no act or omission of the City and no finding of negligence, whether joint or several, as against the City in favour of any third party, shall operate to relieve the Owner in any manner whatsoever from any liability to the City under these presents, or under the provisions of the *Community Charter, Local Government Act* or any other statute, or any bylaw of the City.
5. The Owner covenants and agrees:

FEE

- (a) to pay to the City the fee of Two Thousand Six Hundred Forty Three Dollars and Sixty Eight Cents \$2,643.68 plus applicable taxes per year for the permission hereby granted, the first such payment to be payable upon the execution of this Agreement and the ensuing payment to be paid in advance each year before the anniversary date during the continuance of this Agreement.

SAVE HARMLESS

- (b) to release, indemnify and save harmless the City from any and all liability whatsoever arising out of:
 - (i) the vehicles or equipment encroaching upon or over the property of the City, or
 - (ii) the Owner's construction of anything upon or over the property, or
 - (iii) the Owner's maintenance of anything upon or over the property, or
 - (iv) the Owner's occupation or use of the property.

INSURANCE

- (c) to purchase, maintain in full and deposit with the City a copy of a policy of third party liability insurance in a form acceptable to the City of Courtenay Director of Financial Services, insuring both the Owner and the City against any loss arising from the circumstances mentioned in subsection (b) above, in the amount of at least five million dollars (\$5,000,000.00). The Owner shall give the City 30 days notice prior to cancellation of the insurance. Cancellation of such insurance will serve to immediately terminate this Agreement and any right the Owner derives hereunder, and the City may then demand the immediate removal of the vehicles and equipment according to Section 7(b) of this Agreement.

ENTRY

- (a) that the City reserves the right for itself, its designates, its servants or agents, at any and all reasonable times, to enter into and upon the Encroachment Area and the Land for the purpose of access, constructing, maintaining, inspecting or removing any public structure, service or utility running on, over or under the property of the City in the vicinity of the encroachment area.

DEFAULT

- (b) at all times to observe and perform the provisions of the bylaws of the City, and this Agreement shall be at all times be subject thereto, including, without limiting the generality of the foregoing, the sign bylaw of the City, and in case the Owner shall fail to comply with the provisions of the said bylaws, or any of them or of this Agreement, all rights of the Owner hereunder shall thereupon terminate and be at an end.

MAINTENANCE

- (c) the Owner shall be responsible for all costs related to preparing and maintaining the Encroachment Area for use which includes but is not limited to snow removal and parking surface preparation.

ASSIGNMENT

- 2. This Agreement and the right to encroach that it grants may not be assigned by the Owner without the prior written consent of the City.

TERMINATION

- 3. It is understood and agreed that:
 - (a) this agreement may be terminated by either party upon giving 30 days written notice of termination to the other;

MISCELLANEOUS

- 4. Time shall be of the essence of this Agreement.
- 5. This Agreement shall enure to the benefit of and be binding upon the successors of the City and the permitted assigns of the Owners.
- 6. The Owner acknowledges that the Encroachment Area is City property and that this Agreement is a contractual licence only and grants no leasehold or other property right or interest in the area over which the Encroachment Area.
- 7. Where the context so requires, words importing the singular number shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders and vice versa.

8. Any notice required or permitted to be given hereunder shall be in writing and shall be given by personal service or prepaid registered mail addressed to the parties at the addresses set forth on page 1 of this Agreement. Notice by mail shall be deemed to have been given and received five (5) business days (excluding Saturdays, Sundays and statutory holidays), following, but not including, the day on which it is mailed.
9. This Agreement terminates and supersedes all other Agreements and arrangements between the City and the Owner regarding its subject.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED

By 660476 BC LTD

in the presence of:

_____)	
Witness)	
_____)	
Address)	_____
_____)	Owner
Occupation)	

THE COMMON SEAL OF THE
CORPORATION OF THE
CITY OF COURTENAY was hereunto
affixed in the presence of:

_____)
Mayor)
_____)
Director of Legislative Services)

SCHEDULE A

PLAN OF ENCROACHMENT OUTLINED IN RED (Area not to scale)

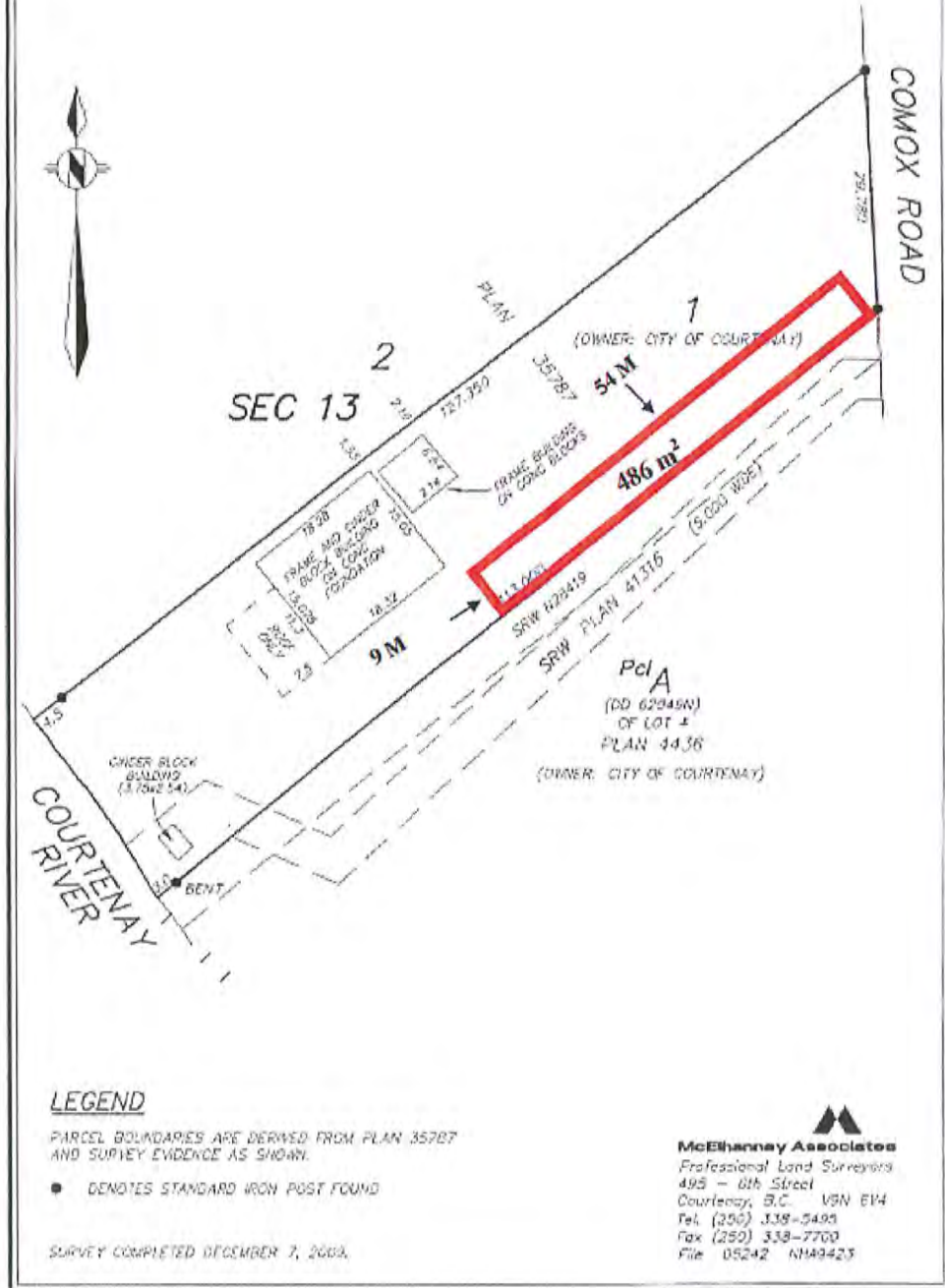
SKETCH PLAN OF SURVEY ON:
 LOT 1, SECTION 13,
 COMOX DISTRICT,
 PLAN 35787

THE DIMENSIONS SHOWN ON THIS
 SKETCH PLAN ARE NOT TO BE
 USED TO DEFINE BOUNDARIES

QVIG ADDRESS:
 1109 COMOX ROAD, COURTENAY, B.C.

SCALE 1:600

ALL DISTANCES ARE SHOWN IN METRES



LEGEND

PARCEL BOUNDARIES ARE DERIVED FROM PLAN 35787
 AND SURVEY EVIDENCE AS SHOWN.

- DENOTES STANDARD IRON POST FOUND

SURVEY COMPLETED DECEMBER 7, 2009.

McElhannay Associates
 Professional Land Surveyors
 495 - 6th Street
 Courtenay, B.C. V9N 1V4
 Tel. (250) 338-5499
 Fax (250) 338-7700
 File 05242 NMA9423

3

THE CORPORATION OF THE CITY OF COURTENAY

REPORT TO COUNCIL

FROM: Development Services Department


FILE #: 3720

DATE: October 24, 2012

<p>SUBJECT: BOUNDARY EXTENSIONS Lot 2, District Lot 216, Comox District, Plan 31808 Except Those Parts in Plans 36029 and 39408 - Anderton Road (Harbour View Landing)</p>

C.A.O. COMMENTS/RECOMMENDATIONS:

That the recommendation of the Director of Development Services be accepted.

 Sandy T. Gray
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RECOMMENDATION:

That the application for a boundary extension for Lot 2, District Lot 216, Comox District, Plan 31808 Except Those Parts in Plans 36029 and 39408 on Anderton Road be denied.

PURPOSE:

The purpose of this report is to provide information to Council for the consideration of an application for a boundary extension from Harbour View Landing Inc. for a property on Anderton Road (refer to *Attachment No. 1*).

BACKGROUND:

The *Local Government Act (Section 20)* and the *Community Charter (Section 86)* establishes the procedure for a municipality to follow for the approval of municipal boundary extensions. A municipal boundary extension transfers local government jurisdiction for a defined area from a regional district (electoral area) to the municipality. The municipality assumes responsibility for local services, governance, local roads, subdivision approving authority and property tax collection.

The City has received a request to include Lot 2, District Lot 216, Comox District, Plan 31808 Except Those Parts in Plans 36029 and 39408 into the City's boundaries. The property is undeveloped containing approximately 8 hectares with a small frontage adjacent to the current City boundary on Anderton Road (refer to *Attachment No. 2* for the applicant's application).

It is within a neighbourhood of a mixture of lot sizes including urban subdivisions on Jackson Drive and Wilkinson Road and Country Residential properties further to the north. It is also adjoining lands within the Agricultural Land Reserve. The surrounding neighbourhood can be described as follows:

North: Residential lots less than 2,000m²

South: Larger Parcels within the ALR

East: Larger Parcels within the ALR

West: Undeveloped land within the City

A public water utility is available to this property, but not public sanitary sewer. There is no storm water management plan outside the City's boundaries. The application is for an individual property only and the greater neighbourhood involving Philmonte, Ellenor, Jackson and Wilkinson Roads has not been discussed.

Council has endorsed the advertising of a boundary extension for the Beaver Meadow Farms properties to the west and this process is ongoing at this time (see *Attachment No. 3*).

The property is within the "Settlement Expansion Area" of the Regional Growth Strategy and would require to be part of the City prior to the provision of a sanitary sewer system. Any new growth would only occur following inclusion within the City.

DISCUSSION:

Boundary extensions remain as one of the most effective land use planning and management tools available to the City given the historic amounts of urban development that has occurred outside the City's boundaries. It can also lead to the integration and delivery of municipal services in a more equitable manner in the Comox Valley.

The City's Official Community Plan includes a section on Growth Management which establishes the principles for the City to having a workable and preferred boundary allowing for the appropriate management of development and environmental protection in a coordinated system.

Through the adoption of the Regional Growth Strategy in March 2011, areas around the City including the subject property are designated as 'Settlement Expansion Areas' (see *Attachment No. 4*).

The policy in the RGS states, "*it is the intention of Local Governments in the Comox Valley that Settlement Expansion Areas shall become part of a Municipal Area through a boundary extension.*" And further, "*any growth in a Settlement Expansion Area will occur in a phased and orderly manner and will undergo a public planning process in order to determine the appropriate scale and form of development.*"

The Regional Growth Strategy also sets a minimum parcel of 4 hectares in these areas to prevent further urban development prior to becoming part of a municipality. We await for the required bylaws to implement this policy to be adopted by the Electoral Area Directors of the Regional District.

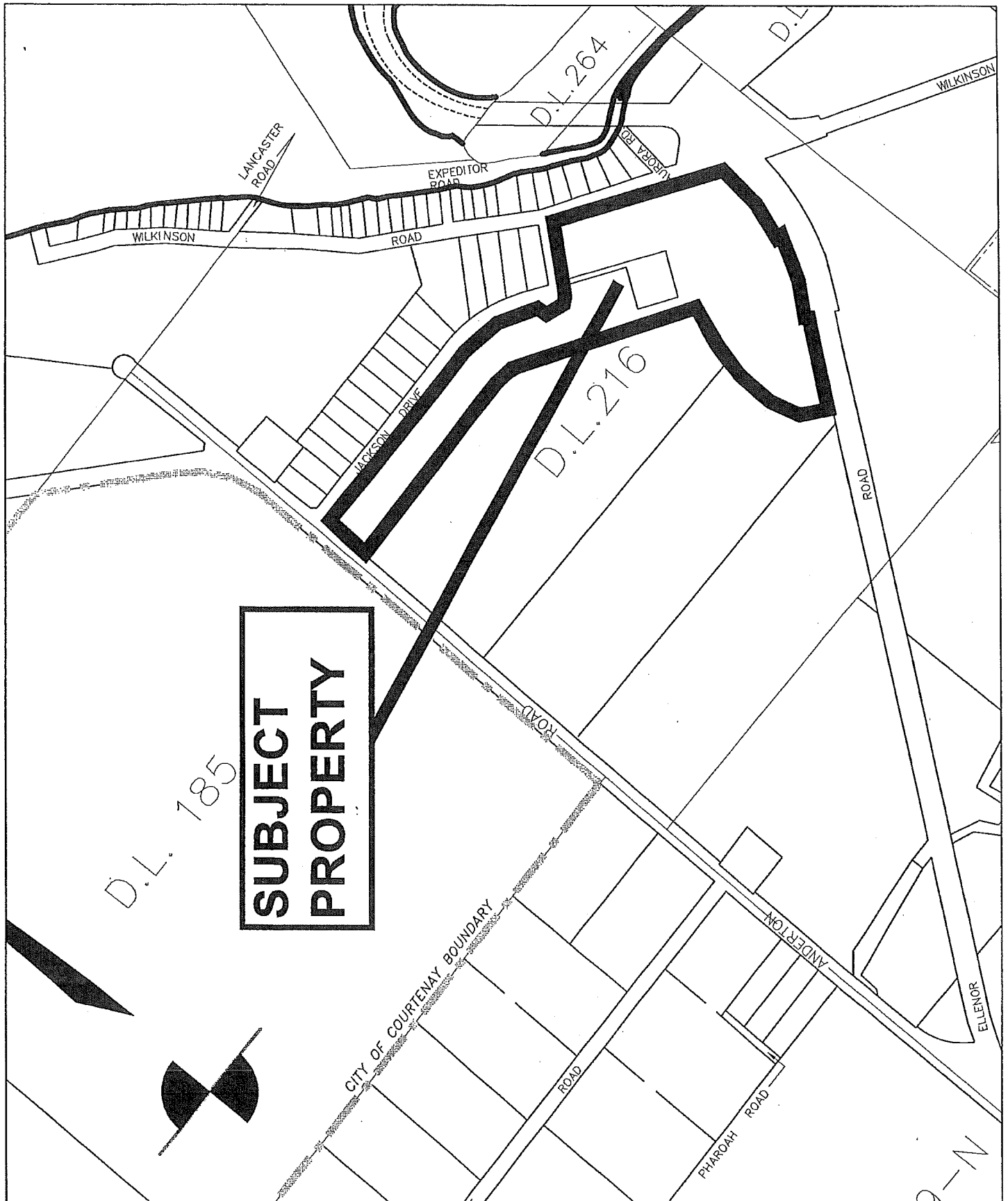
With respect to the application for a boundary extension before Council, the property is not in close proximity to a required public sanitary sewer system and rather than examining one property, the application needs to demonstrate support or consensus from a greater neighbourhood.

In summary, the application as it stands is premature for consideration due to lack of details on future servicing and the requirement to have a boundary extension to be more inclusive of this neighbourhood.

Respectfully submitted,



Peter Crawford, MCIP
Director of Development Services





City of Courtenay
Planning Services
830 Cliffe Avenue
Courtenay, BC, V9N 2J7
Tel: 250.334.4441
Fax: 250.334.4241

Boundary Extension Application

Please attach a State of Title Certificate
with this application

APPLICANT INFORMATION **DESCRIPTION OF PROPERTY**

Name(s): _____ Civic address: N/A
Address: 5801 - 1 Avenue South Inc. _____
RR8 S28 C14
City: Lethbridge Postal Code: T1J 4P4 Legal Description: Lot 2, District Lot 216
Phone: (403) 320-8100 Fax: (403) 327-3373 Comox District, Plan 31808 Except Those
E-mail: _____ Parts in Plans 36029 and 39408

If applicant is NOT the owner of property:

Owners Name: Harbour View Landing Inc. Owner's phone/e-mail: (403) 253-5822/
ron.A@foundationcapital.ca
Owner's Address: 18, 11410 - 27 Street SE, Calgary, AB T2Z 3R6

APPLICANT/AGENT AUTHORIZATION

Complete ONE of the following:

1. If the owners is applying personally:

- (i) I am the owner of the real property, legally described as: _____ and that I am registered as such in the Land Registry Office in Victoria, BC; and that
- (ii) I hereby agree to indemnify and keep harmless the City of Courtenay and its employees against all claims, liabilities, judgements, costs and expenses of whatsoever which may in any way occur against the said City and its employees in consequence and of incidental to, the consideration of the application

Signature of Registered Owner Date

2. If an agent is applying on behalf of the owner:

- (i) I am the authorized agent of Harbour View Landing Inc. who is the registered owner of the real property, legally described as: Lot 2, District Lot 216 Comox District, Plan 31808 Except Those
Parts in Plans 36029 and 39408
- (ii) I hereby agree to indemnify and keep harmless the City of Courtenay and its employees against all claims, liabilities, judgements, costs and expenses of whatsoever which may in any way occur against the said City and its employees in consequence and of incidental to, the consideration of the application;

It is understood that until the City of Courtenay is advised in writing that I am no longer acting on behalf of the undersigned registered owner, the City of Courtenay shall deal exclusively with me with respect to all matters pertaining to the proposed application;

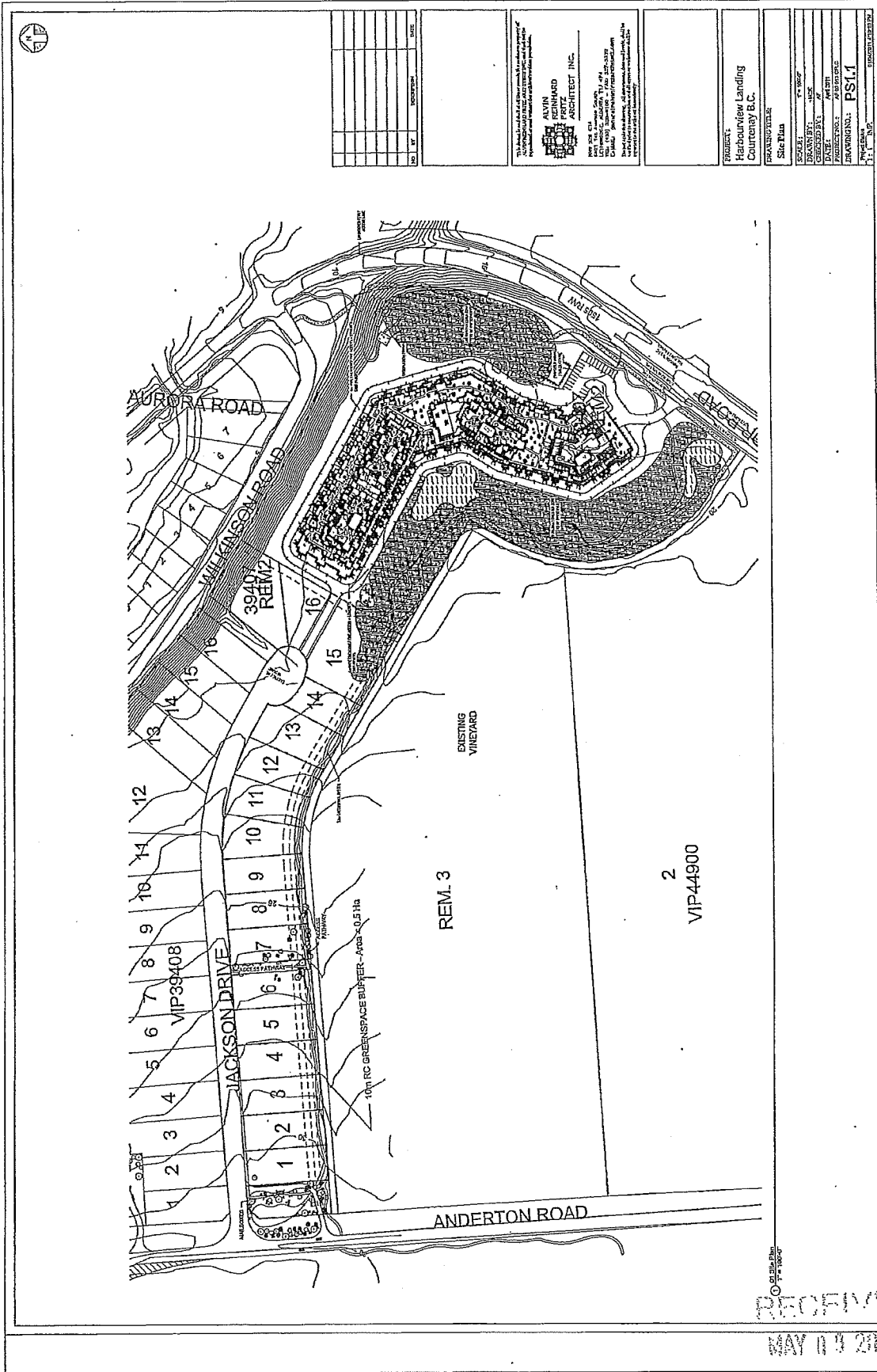
I hereby declare that the foregoing information is true and proper and I make this declaration knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

[Signature] Marzulli
Signature of Agent Date

Signature of Registered Owner Date

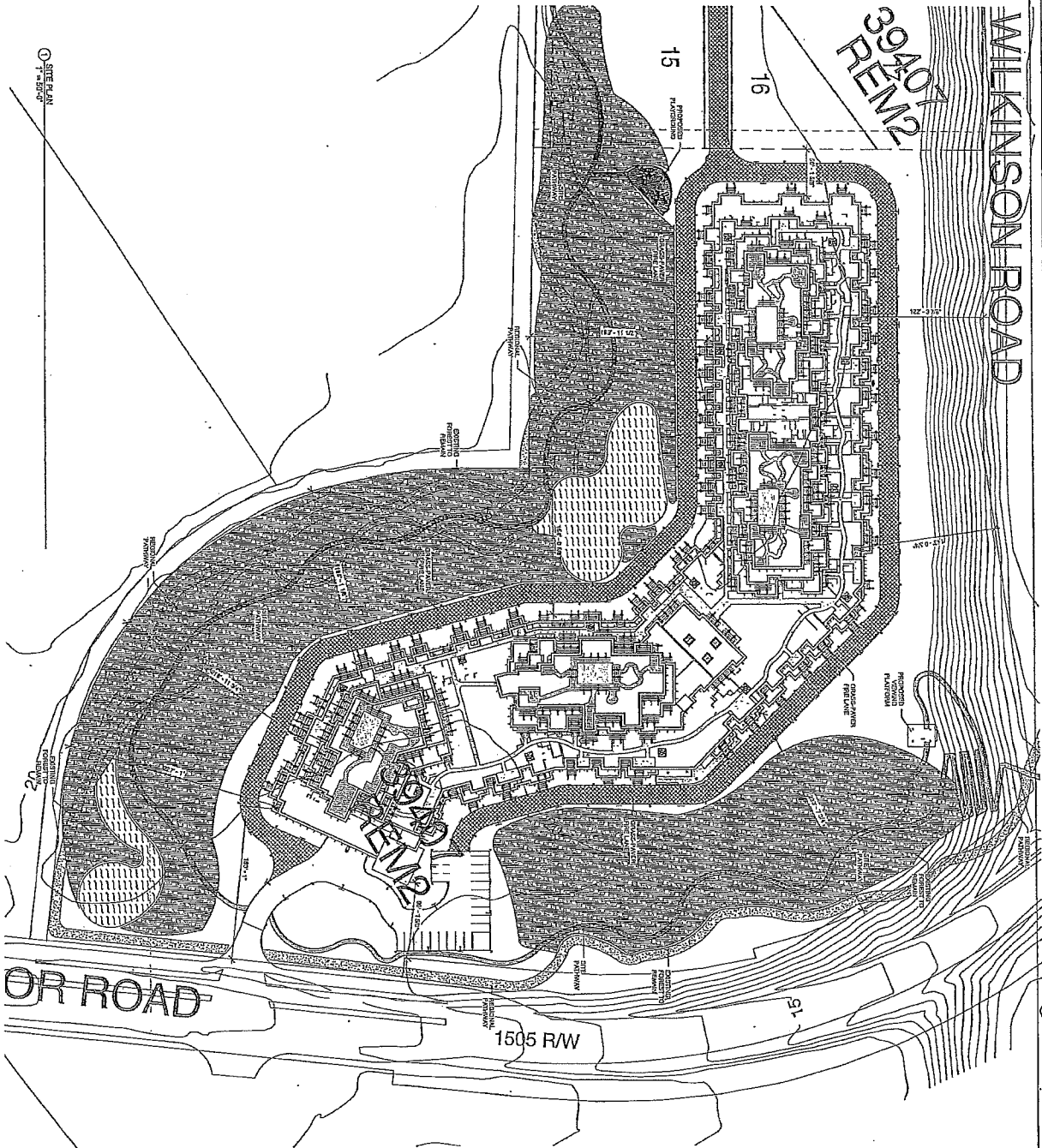
RECEIVED
MAY 09 2011

CITY OF COURTENAY



RECEIVED
MAY 09 2011

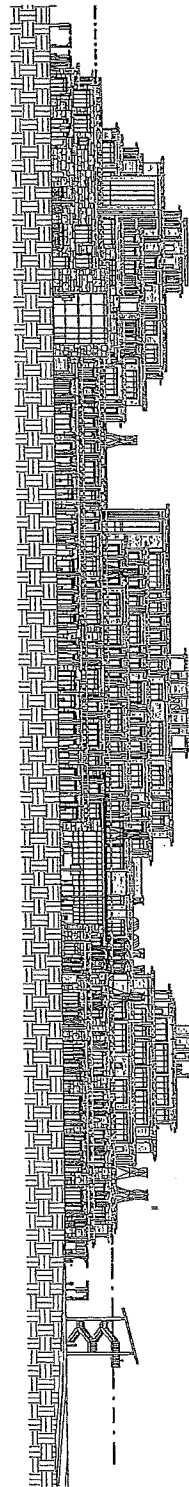
CITY OF COURTESY



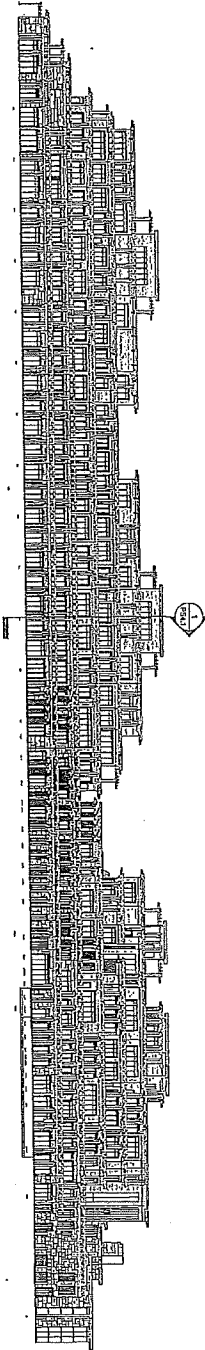
① SITE PLAN
DATE: 11/13/2008

NO.	REV.	DESCRIPTION	DATE

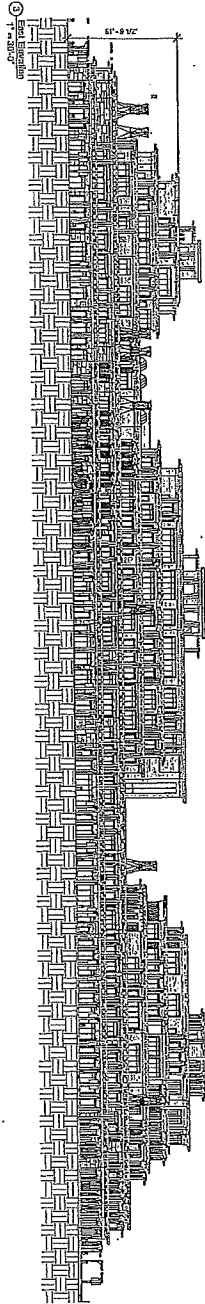
<p>PROJECT: HARBOUR VIEW LANDING Courtenay, B.C.</p>	
<p>DRAWING TITLE: Site Plan</p>	
<p>SCALE: 1" = 60'</p>	
<p>DRAWN BY: TIB</p>	
<p>CHECKED BY: AJS/208</p>	
<p>PROJECT NO.: AJS-03-C1-C</p>	
<p>DRAWING NO.: PS1 2</p>	
<p><small>Drawings are to be used in accordance with the contract documents and specifications. No part of this drawing shall be reproduced or transmitted in any form or by any means, including electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of the Architect.</small></p>	
<p>ALVIN HERZBERG ARCHITECT INC.</p>	



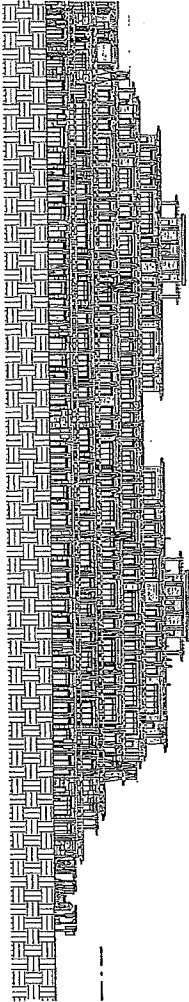
1 West Elevation



2 North Elevation



3 East Elevation



4 South Elevation

NO.	DATE	DESCRIPTION	BY

THESE PLANS AND SPECIFICATIONS HAVE BEEN PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THEY COMPLY WITH ALL CITY, STATE AND FEDERAL REQUIREMENTS AND I AM A LICENSED PROFESSIONAL ARCHITECT IN THE STATE OF CALIFORNIA.

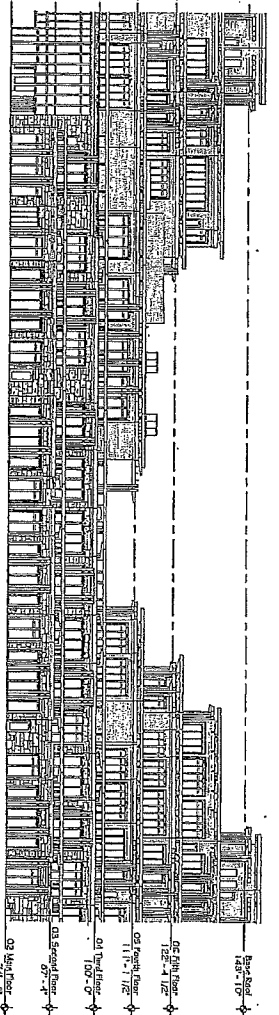
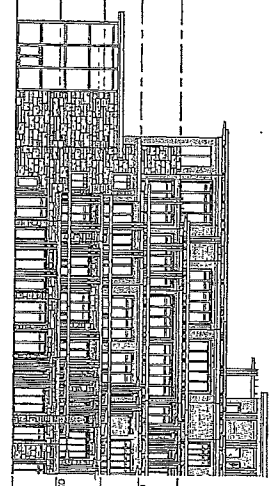
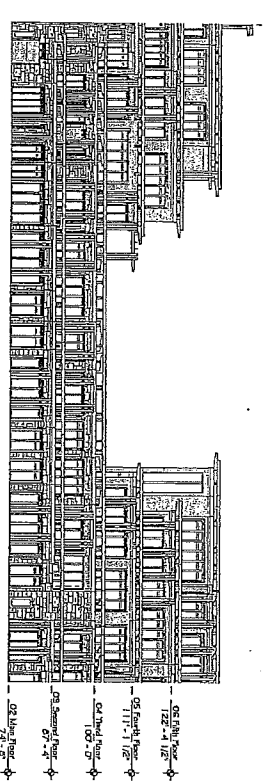
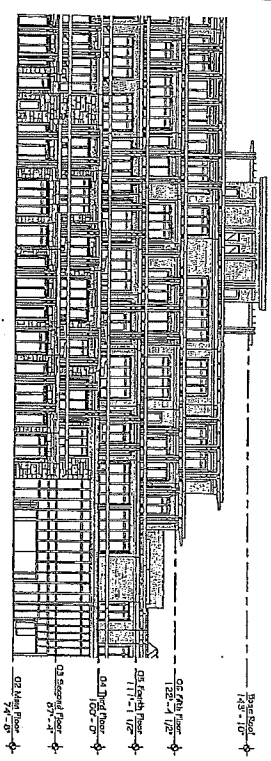
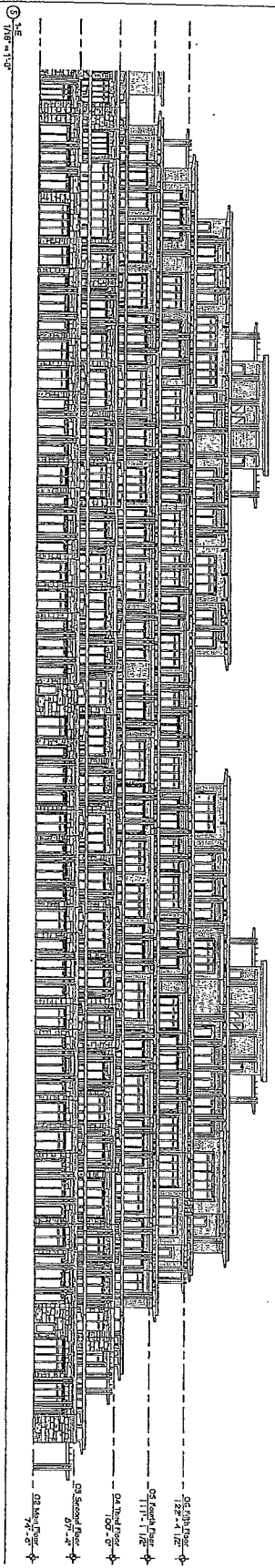
AVIN BENJAMIN
ARCHITECT INC.

1000 17th Street, Suite 1000
San Francisco, CA 94133
Tel: 415.774.1111
Fax: 415.774.1112
www.avinbenjamin.com

PROJECT:
HARBOR VIEW LANDING

DRAWING TITLE:
Overall Elevations

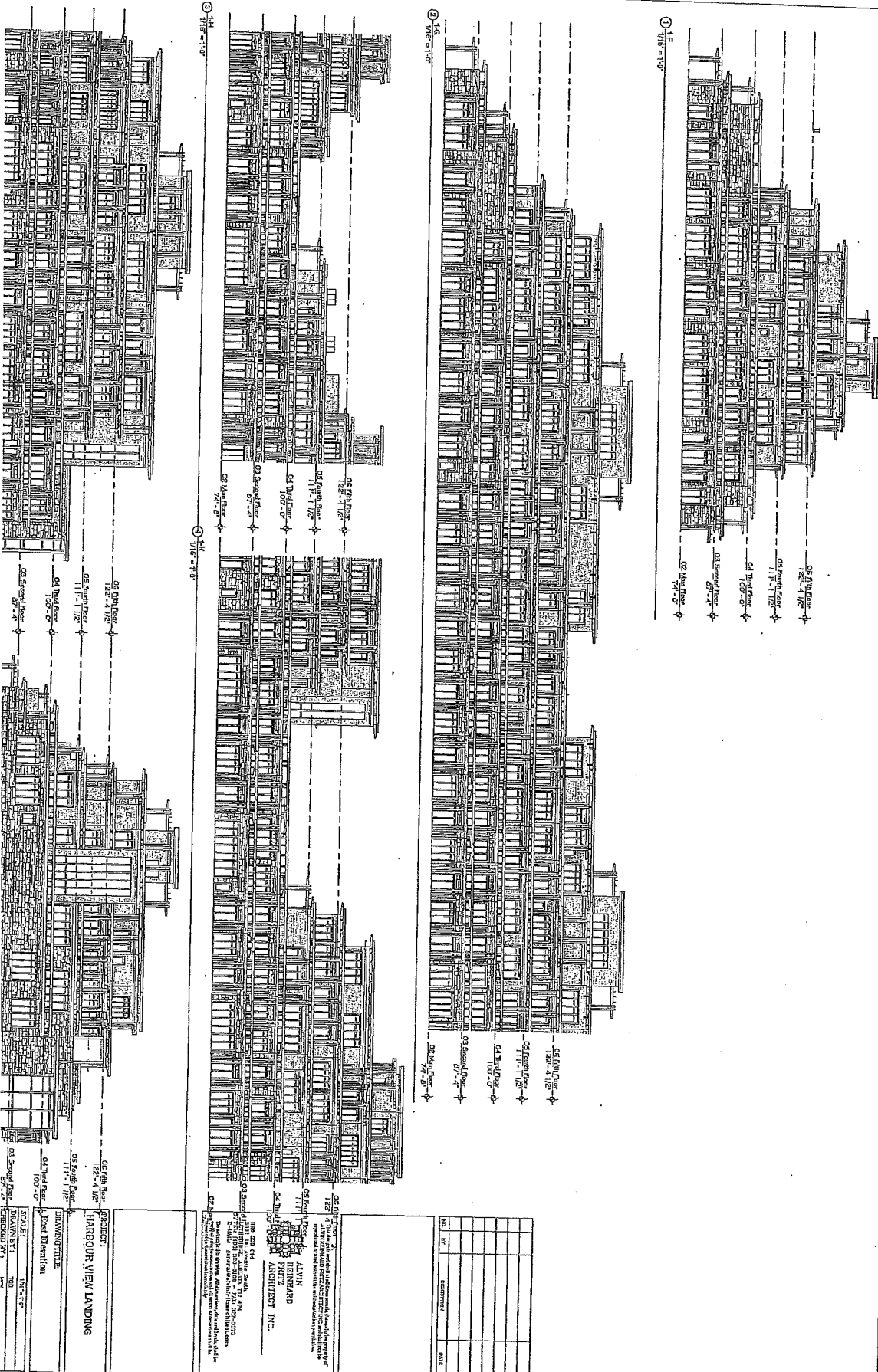
DESIGNER: 1-10-07
DESIGNED BY: JMC
CHECKED BY: JMC
DATE: 04/10/07
PROJECT NO.: 07010000
DRAWING NO.: PS3.1



NO.	REV.	DESCRIPTION	DATE

ALVIN
REINHARD
ARCHITECT INC.
 2011 1st Avenue South
 Birmingham, AL 35203
 Telephone: 205-944-1111
 Fax: 205-944-1112
 E-mail: alvin@alvin-reinhard.com
 Website: www.alvin-reinhard.com
 All work is the property of Alvin Reinhard Architect, Inc. and shall remain the property of Alvin Reinhard Architect, Inc. until such time as the work is accepted in writing by the client.

PROJECT:
HARBOR VIEW LANDING
South Elevations
DATE: 07-1-10
DESIGNED BY: ALR
CHECKED BY: ALR
DATE: MAY 2010
PROJECT NO.: A00100101



PROJECT: HARBOUR VIEW LANDING
DRAWING TITLE: First Floor Plan
SCALE: 1/8" = 1'-0"
DRAWN BY: [Name]
CHECKED BY: [Name]

DATE: [Date]
PROJECT NO.: [Number]
DRAWING NO.: [Number]

DESIGNED BY: [Name]
CHECKED BY: [Name]
DATE: [Date]

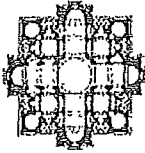
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DRAWING NO.: [Number]
DATE: [Date]

PROJECT NO.: [Number]
DRAWING NO.: [Number]
DATE: [Date]

PROJECT NO.: [Number]
DRAWING NO.: [Number]
DATE: [Date]

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ALVIN
REINHARD
FRITZ
ARCHITECT INC.

Alvin R. Fritz, Principal, MRAIC, AAA, MAIBC, SAA, OAA, MAA, LEED®AP

Norland Coach House
RR0 C14 S28 - 5801 1 Ave S
Lethbridge, AB
T1J 4P4

Ph: (403) 320-8100
Fax: (403) 327-3373
general@alvinfrizarchitect.com
http://www.alvinfrizarchitect.com

Collaborating to Passionately Create Inspired Architectural Environments

May 26, 2011 9:47 AM

City of Courtenay
830 Cliffe Avenue
Courtenay, BC V9N 2J7

Attention: Peter Crawford

Dear Peter:

Our File: 09 913 CFLC


Further to our meeting relative to Annexation of the Harbour View Lands earlier this year, we would like to have an opportunity to meet with you in order to review the pending Community Consultation process for discussions with the Jackson Drive residents relative to the potential Annexation.

We, through our recent biological studies, have noted that the septic field on the Harbour View Lands is failing and requires attention. As you are aware, we would like to tie-in to the Greenwood Trunk, and would love to meet with you in order to review the potential in this regard so that we can also posture it as effectively as possible to the local community.

We recall also, when we met, that you thought there may be some ways ease the taxation for the Jackson Drive residents by prorating it and delaying the assessments over time. We would like to review this with you as well.

In addition, it would be good to review the protocol and the timing of these meetings so that they can best fit into your schedule and the scheduled committee.

Respectively yours,


Alvin Fritz, Architect, MRAIC, AAA, SAA, OAA, MAIBC, MAA, LEED®AP
AF/bh

Cc: Ron Aikens, Foundation Capital Corporation
Kip Keylock, Ocean Estates Development
Gina McKay, City of Courtenay
Marc Kugler, ARFAI
Brandie Hanzel, ARFAI

FOUNDATION CAPITAL CORPORATION

#4, 4002 – 9TH Avenue North
Lethbridge, Alberta
T1H 6T8
(403) 327-6090

March 9, 2011 10:50 AM

City of Courtenay
830 Cliffe Avenue
Courtenay BC V9N 2J7

Attention: Peter Crawford

Dear Mr. Crawford:

Re: Authorization for Alvin Reinhard Fritz Architect Inc. to act on behalf of Foundation Capital Corporation in the Annexation, Land Use, Development Permit and Building Permit for Harbour View Landing

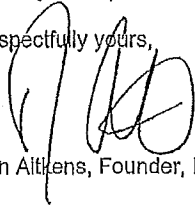
Please be advised that Foundation Capital Corporation is the registered owner of the following land:

Parcel Identifier: 001-130-307
Lot 2, District Lot 216, Comox District, Plan 31808 Except Those Parts
In Plans 36029 and 39408

We have an expressed desire to see this site be Annexed to the City of Courtenay. It is contiguous, and as such, we would like to pursue development on this site which has been demonstrated to be in the Municipal Settlement Expansion Area. Please note that we would like to authorize Alvin Reinhard Fritz Architect Inc. (ARFAI) as our agent with respect to this Annexation, Land Use, Development Permit and Building Permit and would like to herewith make you aware and have ARFAI, who is our Project Manager and Registered Coordinating Professional on this project, be our point of contact. Kip Keylock is our Project Coordinator and local liaison who will be our representative in Courtenay.

Thank you for your attention to these matters.

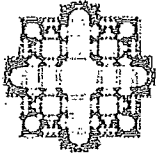
Respectfully yours,



Ron Allens, Founder, President



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Inspired Architectural Environments



ALVIN
REINHARD
FRITZ
ARCHITECT INC.

Ph: (403) 320-8100
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Norland Coach House
RR8 S28 C14 - 5801 1 Ave S
Lethbridge, AB
T1J 4P4

Harbour View Landing

Project Summary:

Project Location

The Harbour View Landing site is on the east coast of Vancouver Island, 1.5 hours north of Nanaimo, located in the Comox Valley. The site is on the escarpment overlooking the Georgia Strait immediately west of Ellenor Road, at the Jackson Drive alignment. The site is contiguous with Courtenay in a Settlement Expansion Area recently defined in the area's Regional Growth Strategy. The Comox Airport, located only a few minutes to the southeast of the Harbour View Landing site, was selected by the military, at a time when there was considerable latitude, for its exceptional weather. Being on the leeward side of the island the site experiences less rain and more sunshine than much of this coastal region. The site is located at the geographic center of the only landscape Zone A available in Canada, and supports flora and fauna not found anywhere else in the country. As a result, the winters are considerably milder than anywhere else in Canada making it an attractive location to live, work, and retire.

Courtenay was voted the cultural capital of Canada in 2007 and hosts many festivals associated with the arts. It is also an exceptional recreational area with excellent waterfront access and a freshwater lake to provide an alternative for Lake based water sports. Copious hiking trails and access to the natural environment makes the Comox Valley a preferred location for quality-of-life.

Preservation of Green Space

Project Market

The Harbour View Landing project is located in one of the most desirable sites in Canada, when contemplating climate and natural environment. Canada has a very small triangle of Zone A environment located in the very southwest corner of the country and Comox Valley is located in the center of this zone. The Comox Airport, located for its impeccable weather, is located only minutes from the site and provides access to vacation and resort destinations making Harbour View Landing attractive to snowbirds. A nearby recently announced 150 bed hospital with a budget of \$500 million also makes the site attractive for residents who could potentially utilize the services or alternatively be service providers.

Transportation Considerations

Community Consultation demonstrated early on in the Design Process that access to the Harbour View Landing multifamily site could not flow through Jackson Drive. Jackson Drive residents clearly indicated that while access to the large single-family sites could be accommodated, the traffic for the condominium project should be brought onto the site off Ellenor Road. It further indicated that large areas of parking would not be tolerated within the few corridors across site and ideally no paving would be provided.

In response to these early Community Consultation requests the site was designed restricting all access to the site from Ellenor Drive. Correspondence with the traffic authority gave rise to the present access detailing. Lay by lanes

were created ensuring that all traffic to and from the Powell River Ferry Terminal would be able to be accommodated unimpeded. All site pavement leading to the building was relegated to the area immediately off of Ellenor Road with only a minimal parking lot accommodating some of the visitor parking that grade. The balance of the parking is internal of the building, nominally at grade mitigating the need for excavation and subsurface parking. This internal parking environment also facilitates the unique building geometry which provides for a terraced design eliminating the tall vertical façade normally associated with a condominium project.

In order to achieve the street of firefighting access a concrete grid paver was provided around the perimeter of the site ensuring that the project was effectively protected for firefighting purposes. The grid pavers take on the appearance of grass, and as such do not create a negative aesthetic impact on the project. A pedestrian pathway snakes through the firefighting lane adding to the amenity and walking trail system. The emergency access also ties into the cul-de-sac at the end of Jackson Drive providing a second means of egress for emergencies and for emergency vehicles accessible only through knockdown bollards which will ensure that this access is used only for emergency purposes.

The resulting road network design provides a very simple and clean solution that meets the requirements of the community and provides the greatest aesthetic benefit possible. There is virtually no pavement on the site that falls within the view corridor of the existing residents maximizing the enjoyment of the entire community including the future residents of both the single-family lots and the condominium project.

Regional Pathway System

One of the key criteria identified early in the development of the design for Harbour View Landing was the preservation of green space and providing continuity in the forest reserve and Agricultural Land Reserve (ALR) lands contiguous with the site. This continuity has been maintained in a number of ways. The area at the back of the residential lots, along the southeast boundary, immediately adjacent to the Vineyard, will have the existing trees and green space maintained. A pathway system intertwined with a man-made creek will be maintained in this greenway in order to allow passage through the site and also to act as a connecting link for the wildlife that frequent the area.

The southeast half of the higher density lot contains a second growth Sitka Spruce forest and this area will be provided with a similar pathway and creek bed in order to allow for pedestrian continuity to the site and also to accommodate the wildlife, again providing them with continuity to the contiguous green space environments. In areas where the forest floor has particularly interesting flora and fauna, a raised boardwalk will be provided to protect the indigenous plants from pedestrian traffic.

During Community Consultation a connecting pathway from Jackson Drive, the pathway fronting the Vineyard, was requested by the residents in the area. This resulted in a redefining of the lots to accommodate a pathway through from Jackson Drive to the Vineyard. This pathway will also be heavily landscaped and maintained as a natural environment. Along Anderton Road a similar pathway system will allow for access to mailboxes for the Jackson Drive residents. These pathways will augment the network and ensure that Jackson Drive residents are effectively connected to the entire regional pathway system.

Equestrian Trail System

Community Consultations also lead to the desire for an equestrian trail connection for those who enjoy traveling by horseback. It is not optimal to blend pedestrian and equestrian activity, and as such a distinct pathway system was developed. This pathway has been carefully designed in the context of tying into the existing infrastructure ensuring that it can effectively perform its required function. The trail on the condo lands will be managed and maintained through the Strata Council in partnership with the local equestrian community.

Building Design

The building is designed with an unconventional geometry for a five-storey apartment building. Normally condominium apartments such as this have a vertical façade creating a very imposing aesthetic. This building is designed in a terraced form with each successive floor receding a substantial distance. These terraced areas are



designed to accommodate suite decks as an outdoor amenity for the suite owners. This design is unique and ensures that the building massing is not overpowering to adjacent residence and to the region as a whole.

In order to achieve the substantive base to accommodate each of these respective preceding floors the parkade has been accommodated at grade in the internal portions of the building. A single loaded corridor surrounds parkade allowing for direct access to the suites around the perimeter. This is a very convenient arrangement for residents who will live adjacent to these corridors as it gives them easy access from the vehicles to their suites. A concrete plaza provides a large amenity area for all of the residents of the project and smaller towers on this plaza allow for the footprint of each respective floor to continue to step accommodating the respective balconies on the successive floors. The upper most roof level of the building provides an outdoor garden amenity for the penthouse suites accessible by elevator which in combination with the scissor stairs is the only entities that project to this level. The scissor stairs, typically utilized in tower design, provide an economy of circulation space and ensure the two means of egress provided to each of the respective floors throughout the building. The concrete plaza creating the floor system of the third floor and above allows for conventional framing technology to be applied to the project mitigating expense allowing the investment to be applied where it can be seen and experienced.

Form and Character

The building's Form and Character is heavily influenced through the terraced design which dictates the overall geometry of the structure. In order to address the need for regional West Coast Architectural Design originally influenced through aboriginal architecture and further refined by architects such as Arthur Erickson who developed the post-and beam aesthetic, which has defined this regional genre has been employed on the project. This design aesthetic makes this project specifically and distinctly appropriate for its West Coast setting. The fact that the building successively steps in single-storey increments ensures that there is no vertical façade creating a negative building massing which is imposing to the region and to neighboring properties. Being heavily landscaped on all of these respective terraces ensures that the project blends into its environment making it virtually transparent.

Biophilia

Empirical study has recently provided evidence that established a link between. Contact with nature and the natural environment increasing our propensity for health and wellness. As we engage nature in our environment we increase our ability to heal and improve our health overall. Harbour View Landing is designed to embrace nature to the greatest degree. The building steps in one storey increments providing an opportunity to create substantive roof decks that will be heavily landscaped. These decks and the great outdoors will be accessible from each respective suite by large moveable partitions that bring the outside in and vice versa. For those who desire it, a track will provide for an ability to move a bed easily and efficiently to an outdoor environment. Roof top gardens over the penthouse suites will maximize the cooling potential for evaporative cooling and will provide full sized outdoor yard environments for the residents of the penthouse suites to enjoy. Similarly, the roof of the third level will be a shared outdoor garden environment for the entire facility.

In order to further benefit from the Biophilia effect, all of the materials in the building will be natural products that further contribute to well being and overall health. From natural bamboo and cork floorings to natural slate deck finishes, the combination of natural materials in concert with the heavily landscaped environment and the close proximity to the natural walking trails and the Sitka Spruce forest maintained on the property will all ensure the healthiest environment possible contributing to longevity and wellness for all who will residents

Site Servicing Considerations

The Regional Hospital recently announced for the Comox Valley will require servicing via a newly proposed service called the Greenwood Trunk, and is acting as an impetus to accelerating this service. This now means that Harbour View Landing can be serviced for conventional costs while at the same time allowing for servicing to additional sites between Harbour View Landing and the site of the Regional Hospital. In this way, Harbour View Landing, while benefiting from the Greenwood Trunk, will in turn also assist with facilitating its development.



Alternative Energy Solutions

Harbour View Landing will be designed in pursuit of LEED Silver Certification. All aspects of the design will be focused on providing an energy efficient and healthy environment. One of the key aspects of LEED that impacts the health of the spaces which will be created is as a result of incorporating products which are naturally occurring and low in VOC's.

In order to contribute to the health of the environment the project will be designed for a low per capita carbon footprint. Rather than the consumption of fossil fuels in the heating of the building Geo Exchange will allow for the project to store rejected heat all summer long in the ground far below with an ability to recapture it during the heating season.

Photovoltaic technology has advanced considerably in recent years, and the building will employ state of the art solar panels to capture the suns energy and redistribute it to the building in order to provide for some of the buildings electrical power requirements.

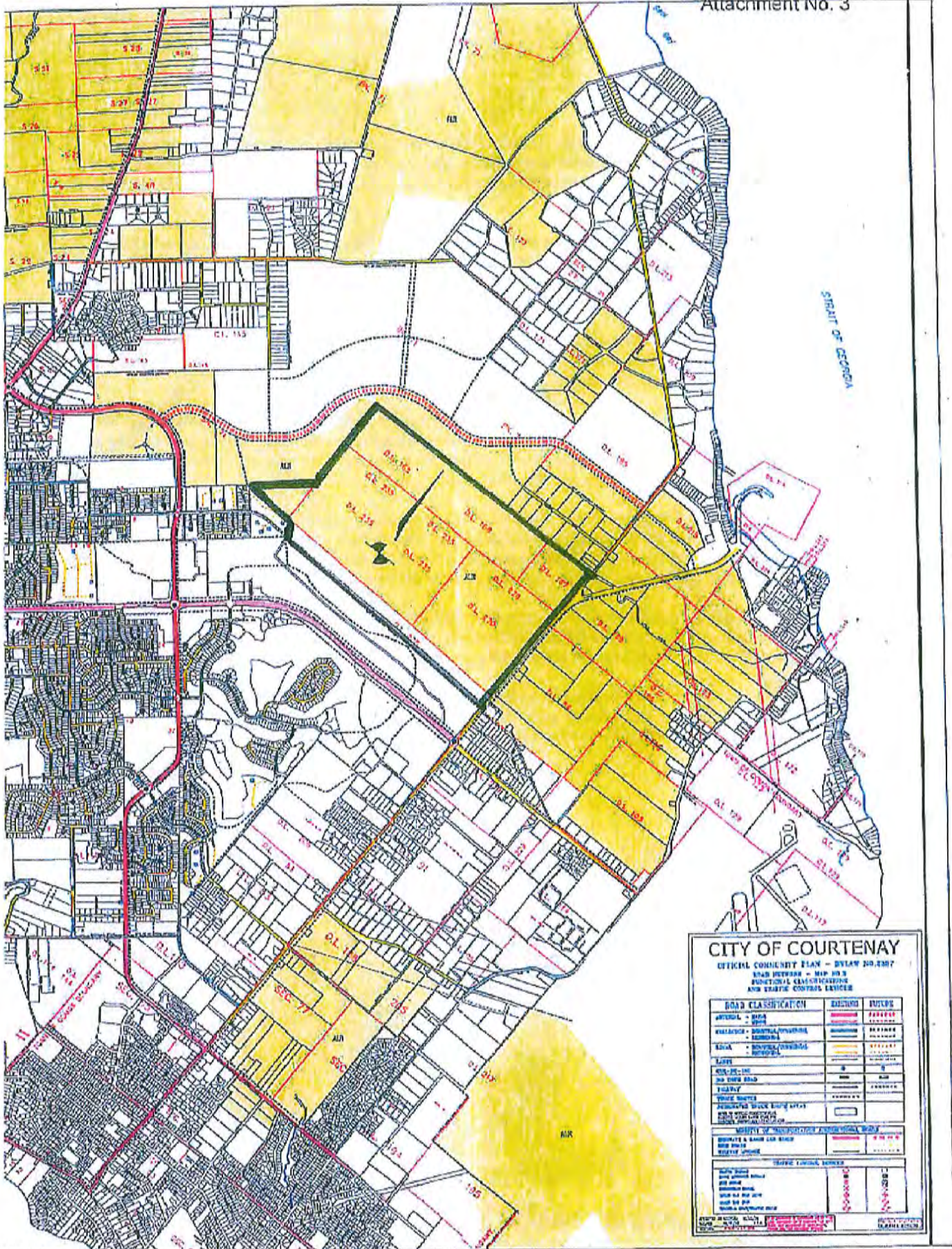
A predictable and stable breeze, ideal for electrical wind generation, drifts across the Georgia Strait and arrives at the Harbour View Site. This wind will be captured and be redistributed to the building in order to provide for a portion of the buildings electrical supply. That portion of the energy that is not required for the building will be injected into the BC Energy grid at a predetermined rate.

In order to conserve water the building will be fitted with a Lilac pipe system that will collect the water that escapes in the drain of the shower, vanities and lavatories. This water will be purified on site and reused in the flushing of toilets. This system will allow for a one third reduction in water consumption and a one third reduction in sewer capacity requirements. Any surplus water from the system will be used in irrigation.

Rainwater will be harvested to further augment the irrigation on site and will in turn contribute to the cooling of the building. Roof top gardens over the suites will be serviced with water supply in hot weather ensuring the health of the plants at those locations and providing a cooling effect through evaporative cooling.

Light tubes will contribute natural light to interior spaces and light shelves below the transom windows will ensure that daylight penetrates into the suites a maximum distance. This measure will also minimize electrical consumption and ensure that the building is highly energy efficient.





P46

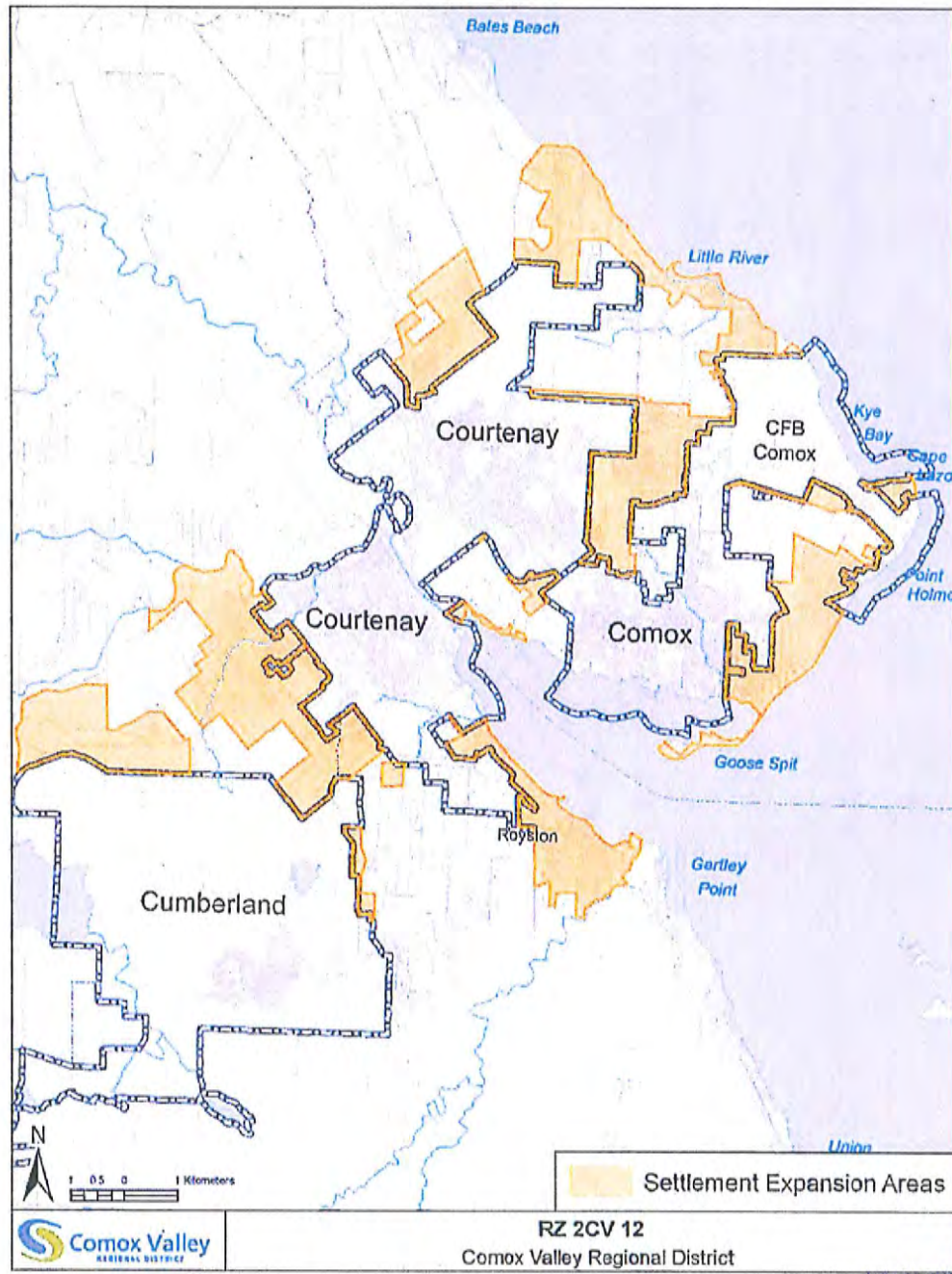


Figure 1: Settlement Expansion Areas pursuant to the RGS

4

THE CORPORATION OF THE CITY OF COURTENAY

REPORT TO COUNCIL


FROM: Development Services Department

FILE #: 3360-20-1210
DATE: October 31, 2012

SUBJECT: Application No. 1210 to Amend Zoning Bylaw No. 2500, 2007
2449 Inverclyde Way
Lot 21, District Lot 158, Comox District Plan VIP77946

C.A.O. COMMENTS/RECOMMENDATIONS:

That the recommendation of the Director of Development Services be accepted.


Sandy T. Gray

RECOMMENDATION:

That Council consider the application to amend *Zoning Bylaw No. 2500, 2007* for the property legally described as Lot 21, District Lot 158, Comox District Plan VIP77946 (2449 Inverclyde Way);

That *Zoning Amendment Bylaw No. 2725, 2012* to rezone the lot shown in bold on *Attachment No. 1* from Residential One B Zone (R-1B) to Residential One S Zone (R-1S) proceed to 1st and 2nd reading; and

That Council direct staff to schedule and advertise a statutory public hearing with respect to *Zoning Amendment Bylaw No. 2725, 2012* on November 19, 2012 at 5:00 p.m. in City Hall Council Chambers.

PURPOSE:

To consider an application to rezone the subject property from Residential One B (R-1B) to Residential One S (R-1S) to allow a secondary suite within an existing single residential dwelling.

BACKGROUND:

The subject property is a corner lot containing an existing single residential dwelling. The applicant is proposing to convert the garage and part of the existing residence into a secondary suite. The applicant has provided comments from neighbouring properties in support of this application.

A location map and reference information are contained in *Attachment No. 1*. Information provided by the applicant is contained in *Attachment No. 2*. A summary of public input is included as *Attachment No. 3*.

DISCUSSION:

As outlined above, the applicant is proposing to rezone the subject property to allow a secondary suite within an existing single residential dwelling.

Official Community Plan Review:

The subject property is designated Urban Residential, pursuant to *Official Community Plan Bylaw No. 2387*, and is not within a Development Permit Area.

The Urban Residential designation is for single and duplex residential development. This designation includes the policy statement that secondary suites will be considered as part of a principal single-family residential building subject to zoning approval.

It is staff's opinion that the proposed rezoning is consistent with the Urban Residential policies of the OCP.

Zoning Review:

Secondary suites must meet the following criteria:

- be no more than 90 m² in area;
- may occupy no more than 40% of the habitable floor space of the building;
- must be located within a building of residential occupancy containing only one other dwelling unit;
- must be located in a building which is part of a single real estate entity.

The applicant has indicated that the proposed suite can be constructed to meet the above requirements and has submitted preliminary plans as shown in *Attachment No. 2*. In addition, properties with secondary suites are required to provide a minimum of three off-street parking spaces. As a condition of rezoning and prior to final adoption of the bylaw, the applicant will have to widen the existing driveway to accommodate three vehicles.

As this proposal is consistent with the Urban Residential and Climate Change policies of the OCP, the City's Affordable Housing Policy, and can meet the secondary suite provisions of the zoning bylaw, staff support the proposed rezoning.

Affordable Housing Policy

The City of Courtenay Affordable Housing Policy states that "the City will review best practices in the areas of OCP, zoning, and subdivision bylaws for greater densification and inclusionary land use regulation by expanding the application of secondary suites and secondary residences".

FINANCIAL IMPLICATIONS:

NA.

STRATEGIC PLAN REFERENCE:

The City of Courtenay Strategic implementation Plan encourages the creation of land use plans and zoning options that can support the development of a wide range of housing types. The strategic plan also states that to promote infill development in existing areas in the City, the City should work towards developing strategies to increase the ease and speed of approvals for secondary suites.

OCP SUSTAINABILITY REFERENCE:

Part 10 of the OCP, Planning for Climate Change, includes the policy to encourage infill development in single-residential neighbourhoods in the form of secondary suites and auxiliary buildings.

REGIONAL GROWTH STRATEGY REFERENCE:

The proposed development addresses the Comox Valley Regional Growth Strategy goal to ensure a diversity of housing options to meet evolving demographics and needs, and to encourage the provision of alternative housing forms that provide housing at lower costs and with lower environmental impacts.

Respectfully submitted,



Erin Ferguson, MCP
Planning Technician



Peter Crawford, MCIP
Director of Development Services

REFERENCE INFORMATION:



Applicant: Mike Aldridge
Location: 2449 Inverclyde Way

OCP Designation: Urban Residential

Zoning:	<i>Existing</i>	<i>Proposed</i>
	R-1B	R-1S
Permitted Uses:	Single residential dwelling, accessory building, home occupation	Single residential dwelling, accessory building, home occupation, secondary suites
Front Yard Setback	7.5 m	7.5 m
Rear Yard Setback	9.0 m	9.0 m
Side Yard Setback	4.5 m total, one side at least 1.5 m; 4.5 m where flanking a street	4.5 m total, one side at least 1.5 m; 4.5 m where flanking a street
Max. Lot Coverage	40%	40%
Max. Height	9.0 m	8.0 m

Secondary Suite Requirements	
Less than 90 m ² in area:	67 m
Less than 40% of the habitable floorspace:	37%

Adjacent Land Uses: single residential in all directions

Statement of conformance to the Sustainability Evaluation checklist and the Affordable Housing Policy

The proposed suite at 2449 Inverclyde Way will not negatively impact the look and feel of the neighborhood. The only visible changes will be a slight widening of the existing driveway to meet the 3x2.75m parking space requirement, and the addition of two windows. All other alterations will be interior.

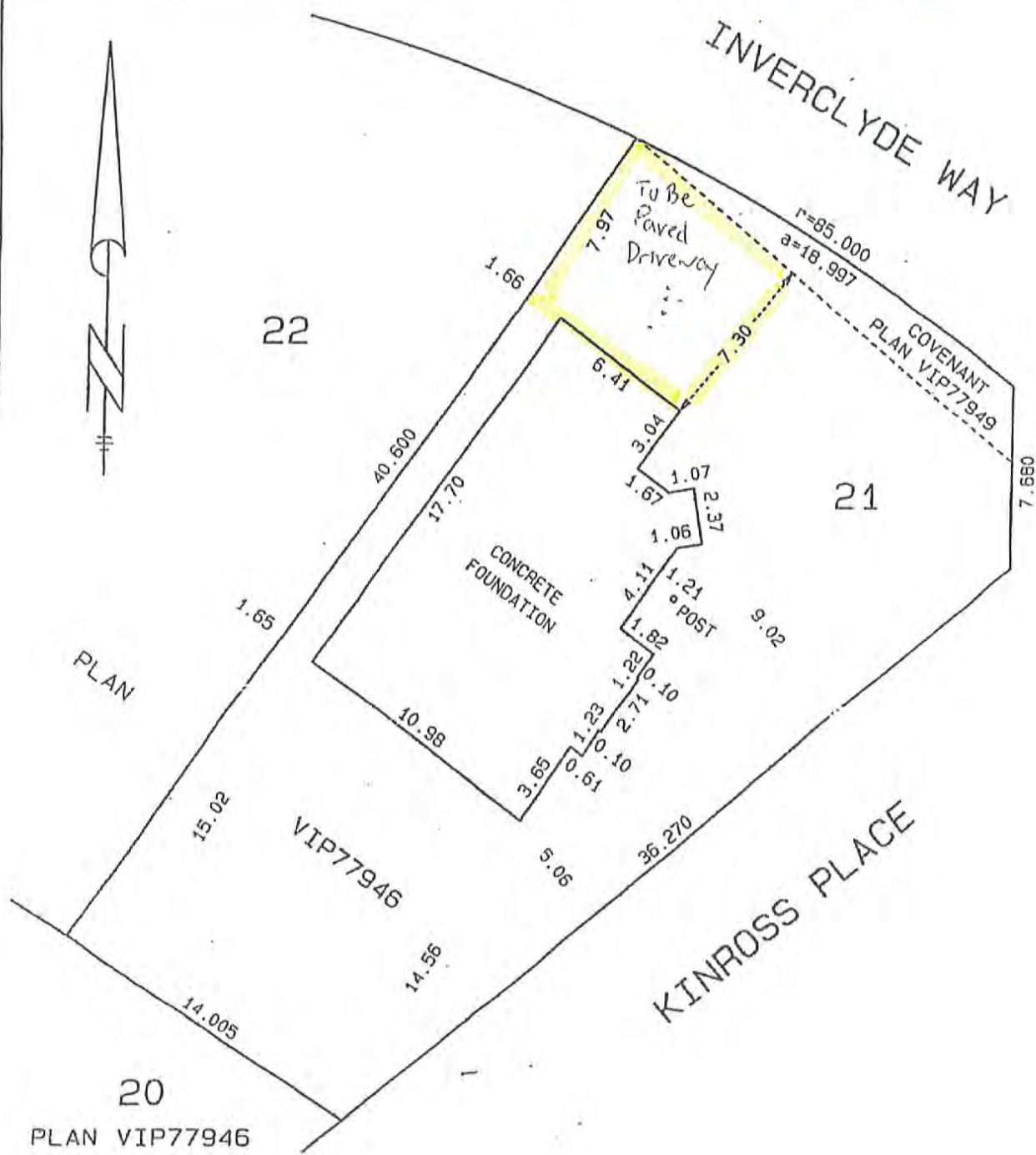
The existing home is a two bedroom rancher. If the proposed changes are allowed, the home will have a one bedroom owners' residence and a one bedroom suite. By not increasing the number of bedrooms or bathrooms, we will not be adding to the infrastructure needs of the area.

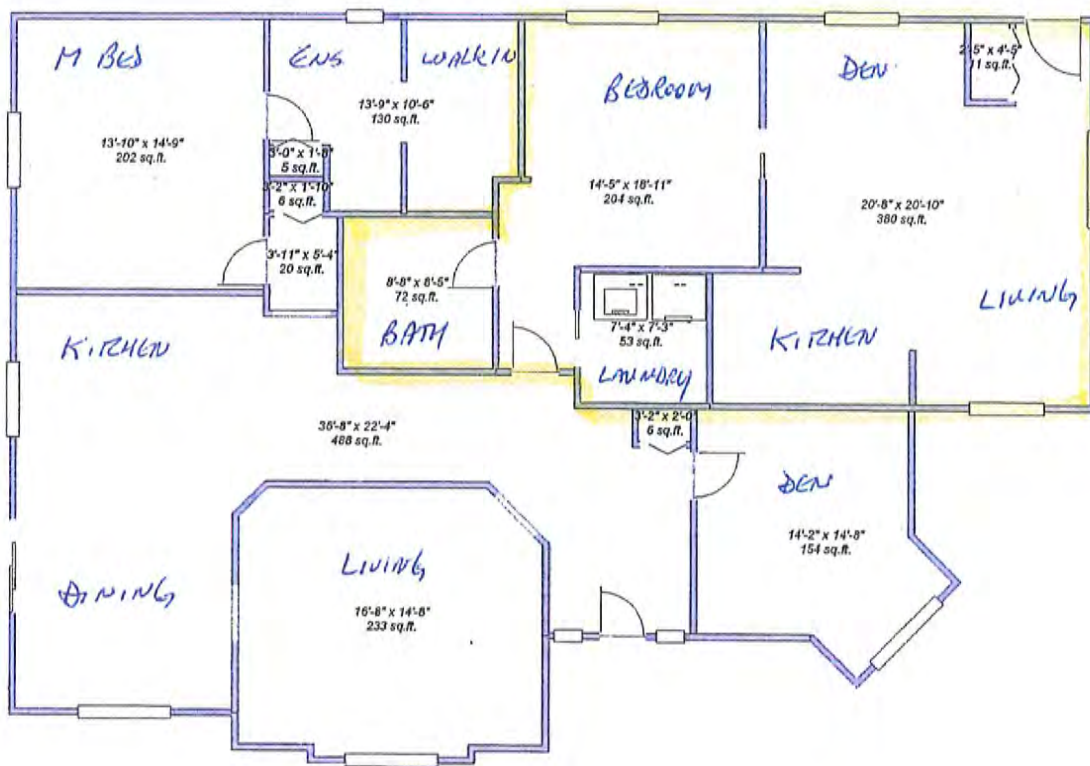
The suite will be large enough (720 square feet) to attract a stable long term renter who can contribute to both the Inverclyde neighborhood and the City of Courtenay.

BRITISH COLUMBIA LAND SURVEYOR'S CERTIFICATE OF LOCATION
FOR LOT 21, DISTRICT LOT 158, COMOX DISTRICT, PLAN VIP77946.

2449 INVERCLYDE WAY, COURTENAY
SCALE 1 : 250 (METRIC)

*3 parking spots
27.50m x 7.31m.*





SUITE 720 \square

MAIN 1244 \square

2449 Inverclyde Way
Courtenay, BC
September 22, 2012.

City of Courtenay Building Permit Department
830 Cliffe Avenue
Courtenay, BC
V9N 2J7

HAND DELIVERED by Mike Aldridge, Contractor and Representative

To Whom It May Concern:

As the home owners located at the above residence, we were informed by our contractor and representative, Mike Aldridge, that the City of Courtenay required us to contact our neighbours and seek their comments about our intention to build an in-law suite at our residence. Additionally, the City required that we invite our neighbors to a meeting to discuss our plans. We received this information on Wednesday, September 12, 2012, and immediately sought to comply with the city's directive.

To that end, we developed a flyer (Attachment 1) which we distributed door-to-door in our neighbourhood on Thursday, September 13, 2012. The flyer not only explained our intention of building an in-law suite without increasing the footprint of our home, but also scheduled a meeting regarding our plans on Sunday, September 16, 2012, from 1300 to 1600, to be held in our front yard. In order to accurately remember which neighbours we contacted, we developed a Table (Attachment 2, pages 1 and 2) to keep track of the flyers we distributed and, if home, the neighbours with whom we spoke. When we delivered the flyer, we thought that some neighbours might want to discuss our plans immediately, so we also had with us a copy of our floor plan (Attachment 3) with the outline of the in-law suite clearly marked.

We were correct to assume that some neighbours didn't want to attend the meeting but welcomed the chance to sign the Table. Without exception, those neighbours who signed the Table were positive about our plans and had no objection to them. Most even offered supportive comments directly on Attachment 2, pages 1 and 2. The same was true for those neighbours who attended the Sunday meeting. Without exception, those who signed were positive about our plans and offered supportive comments.

We are confident that our efforts to advise our neighbours regarding our plans will allow Courtenay to grant us the building permit we seek in a timely manner.

Regards,

Megan W. Ardlyche and Patricia A. Carl
250-334-4316

Enclosures (3)

Hello Neighbours:

We, Megan Ardyche and Pat Carl, are your neighbors at 2449 Inverclyde Way. We are investigating the possibility of converting part of our home (including the garage) into an in-law suite. Our plan does NOT include increasing the home's footprint, nor does it include using the in-law suite as a rental.

Nevertheless, the City of Courtenay has notified us that we need to host a meeting with our neighbours, at which we can discuss our intentions. If you have received this flyer, you are within the radius of homes in the neighbourhood which are required by the City to be included in the discussions regarding the suite.

On Sunday, September 16, from 1:00 until 4:00 PM, we will be available to discuss the in-law suite plans. During that time, we will be at a table outside our garage and will have plans available for viewing. We are open to answering any questions our neighbours may have.

Please join us for this meeting. Apparently, the City will want a written report from us, documenting who was invited, who attended, and what was said, so we will have to record your name and address, and get your signature.

Megan Ardyche and Pat Carl
2449 Inverclyde Way
(250) 334-4316

ATTACHMENT 1

September 13, 2012

①

Meeting re: In-Law Suite at 2449 Inverclyde Way, Sunday, September 16, 2012-09-13

Address	Flyer	Attended	Signature	Comments
2429 Inverclyde	✓	✓	<i>[Signature]</i>	No problem.
2407 Inverclyde	✓		<i>[Signature]</i>	This is just fine with me.
See last 2 pages, page 2.				
2375 Inverclyde	✓		<i>[Signature]</i>	No problem with us.
2386 Inverclyde	✓		J. Pittman	NO problem with us
Corner of Inverclyde & St. Andrews (Widely)	✓	✓	<i>[Signature]</i>	✓ ✓ ✓ ✓
2396 St. Andrews	✓			
2434 Inverclyde	✓		<i>[Signature]</i>	No problem with the whole
2446 Inverclyde	✓		<i>[Signature]</i>	No problem!
2458 Inverclyde	✓		<i>[Signature]</i>	No problem.
2464 Stirling	✓		<i>[Signature]</i>	No problem.
2461 Stirling	✓		<i>[Signature]</i>	No problem.
2468 Stirling	✓			
2542 Hebrides	✓			
2548 Scarstairs	✓	✓	<i>[Signature]</i>	No problem, no issue.
2548 Scarstairs	✓			
2543 Hebrides	✓			
2460 Stirling	✓		<i>[Signature]</i>	
2456 Stirling	✓		<i>[Signature]</i>	Go for it!

Attachment 2, Page 1

(2)

Meeting re: In-Law Suite at 2449 Inverclyde Way, Sunday, September 16, 2012-09-13

Address	Flyer	Attended	Signature	Comments
2472 Kinross	✓			
2476 "	✓	✓	<i>[Signature]</i>	No problems.
2480 "	✓			
2484 "	✓		<i>[Signature]</i>	Absolutely no concern at all!
2488	✓	✓	<i>[Signature]</i>	all for the milk
2492 "	✓		<i>[Signature]</i>	Go ahead!
2493	✓		<i>[Signature]</i>	Call for the suite
2489	✓		<i>[Signature]</i>	AW GOOD FOR SUITE.
2485 "	✓		<i>[Signature]</i>	
2481 "	✓		<i>[Signature]</i>	
2453 Stirling	✓			
2457 Stirling	✓			
2391 INVERCLYDE	✓		<i>[Signature]</i>	No PROBLEM
"			<i>[Signature]</i>	" "

Attachment 2, Page 2

5

THE CORPORATION OF THE CITY OF COURTENAY

REPORT TO COUNCIL

FROM: Development Services Department

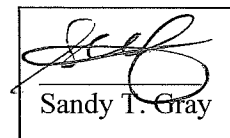
FILE #: 3090-20-1203

DATE: October 30, 2012

SUBJECT: Application for Development Variance Permit
Lot A, Section 67, Comox District, Plan VIP71925
3199 Cliffe Avenue (Walmart)

C.A.O. COMMENTS/RECOMMENDATIONS:

The recommendation of the Director of Development Services be accepted.



Sandy T. Gray

RECOMMENDATION:

That Development Variance Permit No. 1203 to vary the following sections of the *City of Courtenay Sign Bylaw No. 2042, 1998*:

- *Section 4.1.2* to allow increase the number of signs allowed per business premise frontage from 3 to 8;
- *Section 6.4.1* to increase the maximum total area for fascia signs per building face of a business premise from 9.0 m² to 54.7 m²; and
- *Section 6.4.4* to increase the maximum height of a fascia sign from 1.0 metres to 1.37 for four of the signs and to 2.12 metres for the main sign

be issued for the property legally described as Lot A, Section 67, Comox District, Plan VIP71925 (3199 Cliffe Avenue) subject to conformance with the plans and drawings contained in *Attachment No. 2*.

PURPOSE:

To consider issuance of a development variance permit to authorize an increase in the maximum number of signs, sign area, and sign height for new fascia signage located on a recently renovated commercial building.

BACKGROUND:

The subject property is the Walmart Supercentre located in the Anfield Shopping Centre. Walmart received a Development Permit for the expansion and facade upgrade in September 2011 which stated that future signage was to be in general accordance with signage shown on the DP drawings. The expansion and renovation works are complete and applicant is now pursuing a development variance permit to install signage exceeding the number, height and area requirements of the Sign Bylaw. The proposed signage is generally consistent with the signage shown as part of the Development Permit.

A map showing the subject property is contained in *Attachment No. 1* and the applicant's signage plan is contained in *Attachment No. 2*.

DISCUSSION:

The proposal is for eight fascia signs located on the front façade of the newly renovated Walmart building. The proposed signage is consistent with the Shopping Centre Development Permit Guidelines and the DP issued for the renovation and expansion of the building. Six of the signs are non-illuminated individual letters. The focal "Walmart" sign is indirectly lit through halo-illumination and the existing McDonald's sign is a back-lit cabinet which is being relocated. The applicant is requesting the following variances to the *City of Courtenay Sign Bylaw*:

Section 4.1.2 – To increase the maximum number of signs for a business premise frontage from 3 to 8;

Section 6.4.1 - To increase the maximum total sign area for the fascia signs from 9.0 m² to 54.7 m²; and

Section 6.4.4 - To increase the maximum height for fascia signs from 1.0 m to 1.37 m for four of the signs and 2.12 m for the main sign.

Attachment No.2 provides details of the height, area and location of each of the proposed signs. The applicant is requesting variances to height of the signage however the height of the "pharmacy", "George" and "clinic" signs includes the background panel, the letters are about 0.5 metres in height. The total area of all of the fascia signs is substantially greater than the 9 m² permitted by the Sign Bylaw but is much less than 20% of the building face. Staff recognize that variances to allow larger signage on grocery stores and large format retail stores are often necessary to keep signage in proportion with the building. Appropriate signage for large format retail buildings is one aspect that will be considered in the review of the Sign Bylaw.

Staff support the requested variances as the proposed signage is in keeping with the scale of the building and adheres to the Shopping Centre Development Permit Area Signage Guidelines.

Public Input

Pursuant to the new *Development Procedures Bylaw No. 2699, 2012*, surrounding property owners and tenants were notified of this development variance permit application prior to Council's consideration of the application. No comments have been received to-date.

FINANCIAL IMPLICATIONS:

NA

STRATEGIC PLAN REFERENCE:

A review of the sign bylaw is listed as one of Council's objectives for the 2012 – 2014 term in the 2011 Annual Report.

OCP SUSTAINABILITY REFERENCE:

NA

REGIONAL GROWTH STRATEGY REFERENCE:

NA

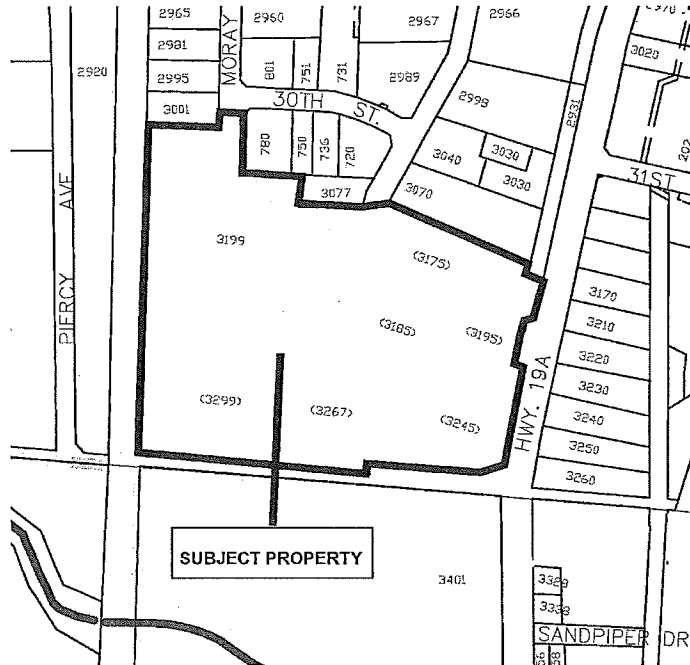
Respectfully submitted,



Erin Ferguson, MCP
Planning Technician



Peter Crawford, MCIP
Director of Development Services

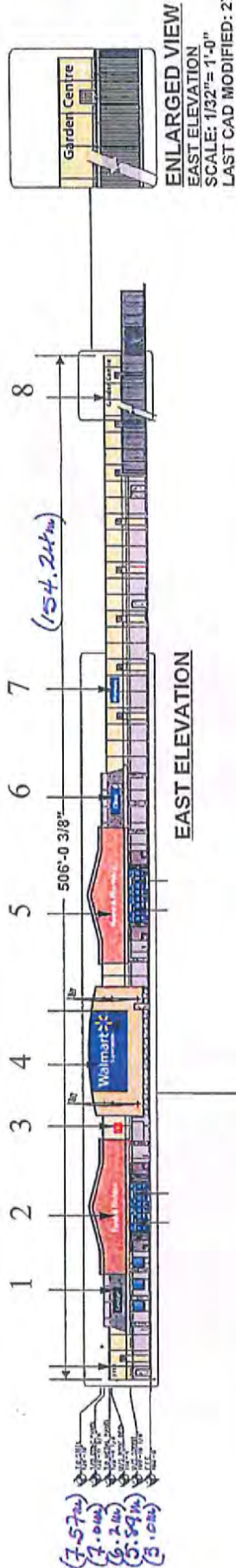


Applicant:	Permit World Inc.	
Location:	3199 Cliffe Avenue (Walmart)	
Legal Description:	Lot A, Section 67, Comox District, Plan VIP71925	
<u>Sign Bylaw (Fascia Signs)</u>	<u>Permitted</u>	<u>Proposed</u>
Area:	20% of building face to maximum of 9.0 m ²	54.7 m ² (5 % of building face)
Height:	1.0 metres	Total height for “Walmart Supercentre” sign is 2.12 metres. ‘Walmart’ letters are 1.52 metres in height and supercentre is 0.6 metres in height. Smaller ‘clinic’, ‘pharmacy’, ‘george’ signs are 1.37 m in height with back panel, letters are 0.5 m in height Existing McDonald’s sign cabinet is 1.37m in height with a 1.22m tall logo
Number of Signs per Building Face:	Three	Eight

Adjacent Land Uses:

- Commercial and railway to the north

EJ-22691_3199 Cliffe Ave. Courtenay, BC. 2012/08/22



EAST ELEVATION



ENLARGED VIEW - EAST ELEVATION

SCALE: 1/32" = 1'-0"
LAST CAD MODIFIED: 27 JANUARY 2012

- 1 - 1.37m (height), 5.2 m2 (area)
- 2 - 0.76m (height), 5.6 m2 (area)
- 3 - 1.37m (height), 2.2 m2 (area)
- 4 - 2.12m (height), 19m2 (area)
- 5 - 0.76m (height), 6.8m2 (area)
- 6 - 1.37m (height), 5.2m2 (area)
- 7 - 1.37m (height), 5.2m2 (area)
- 8 - 0.78m (height), 5.5m2 (area)

Sign #2 East elevation Existing sign to remain

MCD1S9C1001
ILLUMINATED EXTERIOR SIGN LOGO SIGN

Installation: Interior Exterior

Electrical Specifications: 120V 208V 240V 277V 480V

Notes: 1 1/8" ALUMINUM SHEET CABINET ARCH FIXED WITH STUDS

2 3/16" INSERTED PRISMATIC ARCH FIXED WITH STUDS

3 CUT OUT ACRYLIC MAPLE LEAF

4 FLUORESCENT LAMPS

5 BALLAST

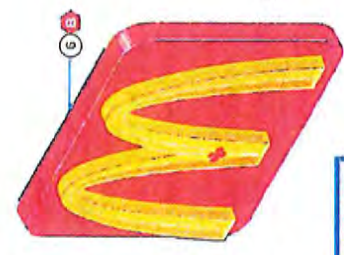
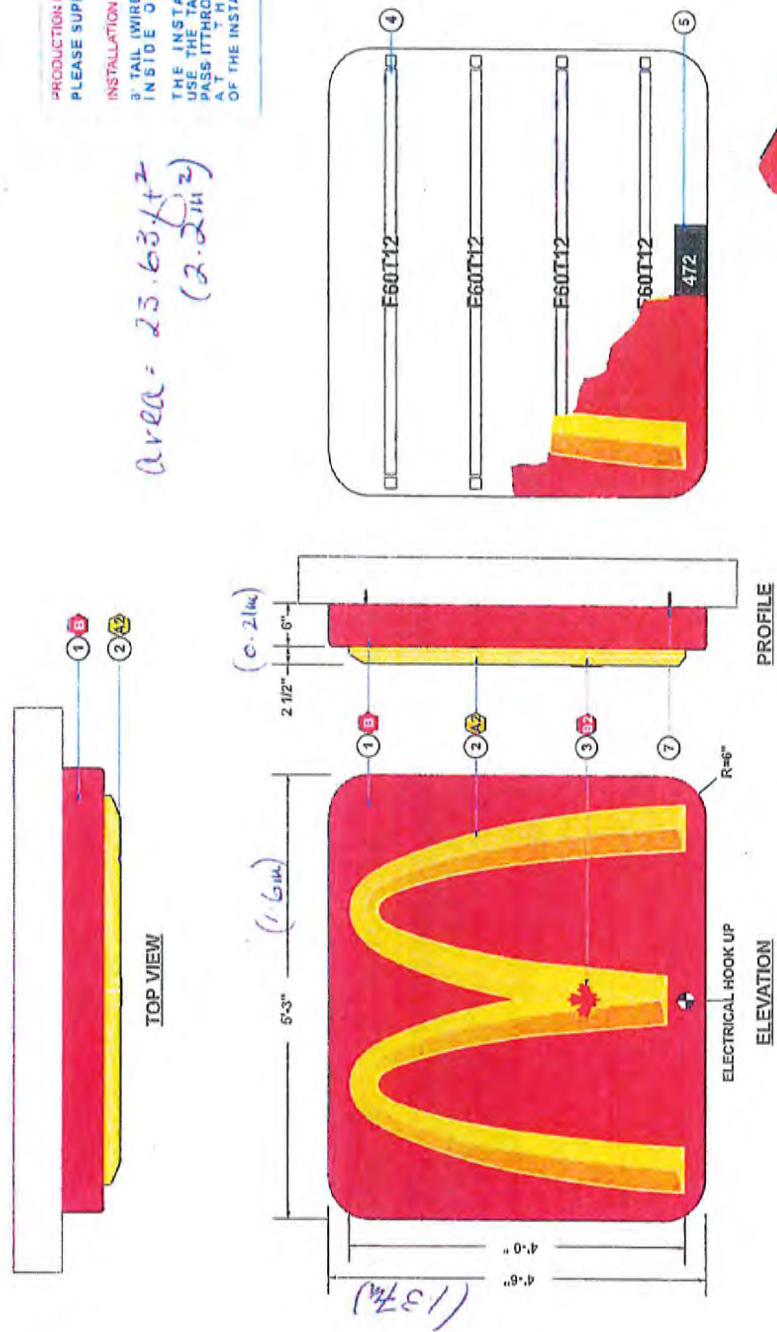
6 HINGE

7 REQUIRED FASTENERS

PRODUCTION NOTE
PLEASE SUPPLY 8" TAIL (WIRE)

INSTALLATION NOTE
3" TAIL (WIRE) IS INCLUDED INSIDE OF THE BOX THE INSTALLER MUST USE THE TAIL (WIRE) AND PASS IT THROUGH THE WALL AT THE TIME OF THE INSTALLATION

Area = 25.63 ft²
(2.2112)



ISOMETRIC VIEW

#	Color:	Descriptions:
A	YELLOW #225 TRANSLUCENT OPAQUE	1/8" ALUMINUM BACKING
B	RED #535 TRANSLUCENT OPAQUE	1/8" ALUMINUM FACE
C	WHITE TRANSLUCENT OPAQUE	RED ACRYLIC #2793
D	BLACK (SEMI-GLOSS) OPAQUE	
A2	YELLOW ACRYLIC #2037	
B2	RED ACRYLIC #2793	

Plate #:	Descriptions:
MD 0304	1/8" ALUMINUM BACKING
MD 0304A	1/8" ALUMINUM FACE
MD 0215G	RED ACRYLIC #2793

Weight ± 90 lbs

Customer Approval: _____ Date: _____ By: _____

PRODUCTION INFORMATION: XX

XX	XX	XX	XX
XX	XX	XX	XX
XX	XX	XX	XX

This sign is intended to be installed in accordance with the requirements of Article 610 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.



ISO 9001-2000 Certified Enterprises

ENSEIGNES PATTISO SIGN GRI

161 (506) 754-5289 Fax (506) 751-7146 - 161 Free (800-381)

Client: MC DONALD'S

Sales: VARIOUS

Draftsman: CLAUDIA VOOT Date: 12.0

Page: 1/1 Scale: 1/4" = 1'-0"

Sign #3 East elevation

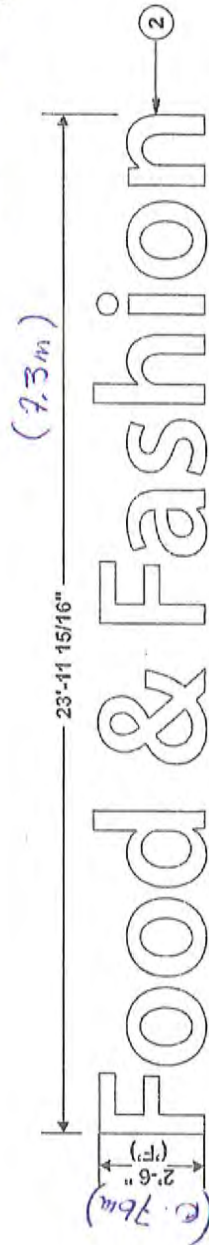
WAL1L7EX418

NON-ILLUMINATED LETTERS

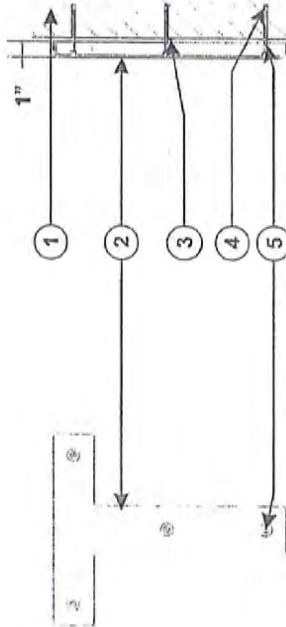
Installation:	<input type="checkbox"/> Interior:	<input checked="" type="checkbox"/> Exterior:
Electrical specifications:		
Volts:	N/A	Amp.: N/A
Circ.:	N/A	
#	Descriptions:	
1	EXISTING WALL	
2	1/8" WHITE STA-TUFF LETTERS	
3	PAD	
4	HOLES FILLED WITH SILICONE	
5	3/16" Ø X 3" LONG STUDS	

Weight = 1-2 lbs per letter

Area = 59.98 ft²
(5.6 m²)



FRONT VIEW



TYPICAL SECTION
SCALE: N.T.S.



Tel (506) 735-5506 • Fax (506) 737-1740 • Toll Free 1-800-561-9798

Client:	WAL*MART
Site:	VARIOUS
Draftsman:	TINA BOLDUC
Date:	10.29.2008
Checked By:	TT
Page:	1/1
Scale:	1/4" = 1'-0"

Customer Approval:	Date:	By:
PRODUCTION INFORMATION:	Plate #:	
XX	XX	XX
XX	XX	XX
XX	XX	XX
XX	XX	XX

This sign is intended to be installed in accordance with the requirements of Article 616 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

Pattison Sign Group Illuminated signs contain Fluorescent, LED or other low voltage lighting. These signs must be installed in accordance with applicable local, provincial, state, or Federal laws.

IF TO AVOID THE EFFECT OF A SHORT CIRCUIT TO THE SIGN, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER INSTALLATION OF THE SIGN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER INSTALLATION OF THE SIGN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER INSTALLATION OF THE SIGN.

Sign #4 East elevation

P54

FJ-22691_3199 Cliffe Ave. Courtenay, BC. 2012/08/22

FJ-22691A
ILLUMINATED HALO-LIT
CHANNEL LETTERS

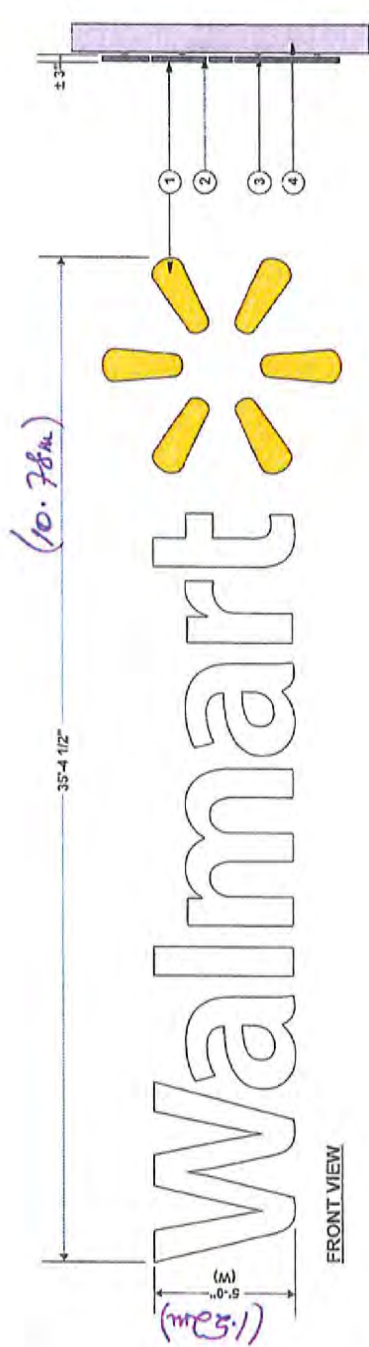
Installation: Interior Exterior

Description:

- 1 ALUMINUM FACE AND SIDES
- 2 CLEAR LEXAN BACKING
- 3 FIX TO WALL WITH 1/2" SPACERS
- 4 EXISTING WALL

ILLUMINATED WITH LED'S

Area = 176.8867 (16.4m²)



SIDE VIEW

FRONT VIEW

Revision: 0
BY: Dmb
ADDED PAGE CC 08222012

ENSEIGNES PATISSON SIGN GROUP

-Tel (504) 735-5596 - Fax (571) 737-1734 - Toll Free 1-800-961-6138

Client: WALMART SIS 3163
Site: COURTENAY BC
Consultant: P. JOLICOEUR
Draftsman: CHRISTINE COUTURIER Date: 08.22.12
Page: 6B Scale: 1/4" = 1'-0"

Date: / /
Customer Approval:

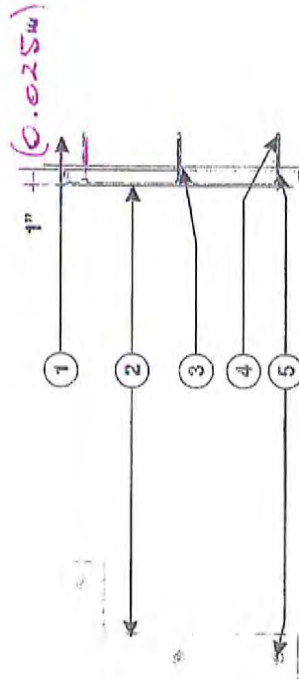
SO 9001:2008 Certified Enterprise

Sign #5 East elevation

WAL1L7EX410	
24" NON-ILLUMINATED LETTERS	
Installation: <input type="checkbox"/> Interior: <input checked="" type="checkbox"/> Exterior:	
Electrical specifications:	
Volts: <input type="checkbox"/> N/A <input type="checkbox"/> Amp.: <input type="checkbox"/> N/A <input type="checkbox"/> Circ.: <input type="checkbox"/> N/A	
# Descriptions:	
1	EXISTING WALL
2	1/8" TK. GOLD MOLDED SPARTECH SUNGARD LD COLOR #50214
3	PAD
4	HOLES FILLED WITH SILICONE
5	3/16" Ø X 3" LONG STUDS

weight = 2 lbs per letter

Area = 30.2 ft²
(2.6 m²)



#	Revision(s)	By:	Date:
1	MODIFIED PLASTIC DETAILS	TB	11.20.2008

ENSEIGNES
PATTISON
SIGN GROUP

Tel (506) 735-5506 · Fax (506) 737-1740 · Toll Free 1-800-561-9798

Client:	WAL-MART
Site:	VARIOUS
Draftsman:	TINA BOLDUC
Checked By:	JJ
Page:	1/1
Scale:	1/4" = 1'-0"

Customer Approval: _____ Date: _____ By: _____

PRODUCTION INFORMATION: LL 10.15.2008	Plate #:	XX	Date:	XX
FS(Standard)WAL1 (Wal-Mart) Non ill Sta-Tuf Letters (New Image 2008) 2'-0" Supercentre	DESCRIPTIONS:	XX	XX	XX
	MOD MODULE TYPE 3) WAL1L7EX410-1 & WAL1L7EX410-2	XX	XX	XX
	MASONITE (TYPE 3) WAL1L7EX410-3	XX	XX	XX

This sign is intended to be installed in accordance with the requirements of NFPA 701 as listed in the National Electrical Code and for other applicable local codes. This includes proper grounding and bonding of the sign.

ISO 9001:2000 Certified Enterprise

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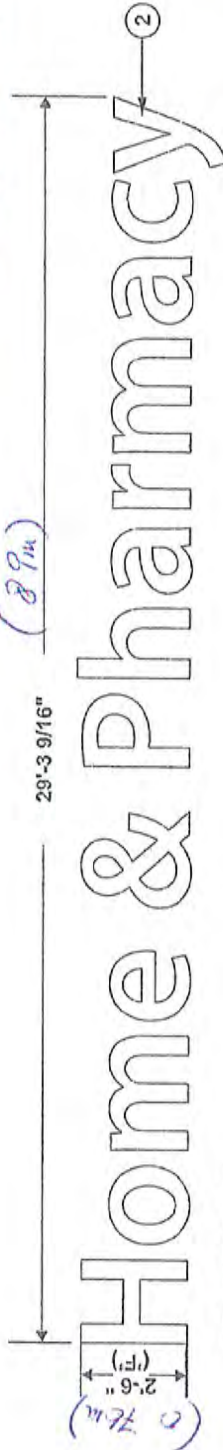
Sign #6 East elevation

WAL1L7EX419

NON-ILLUMINATED LETTERS

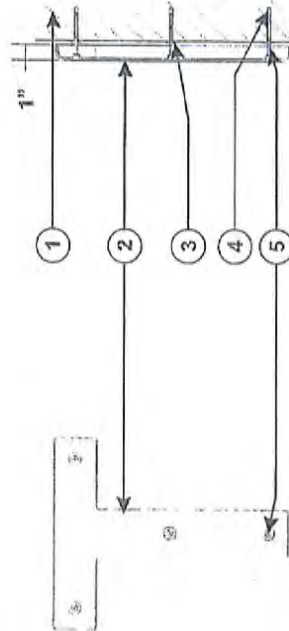
Installation:	<input type="checkbox"/> Interior:	<input checked="" type="checkbox"/> Exterior:
Electrical specifications:		
Volts:	N/A	Amp.: N/A
		Circ.: N/A
# Descriptions:		
1	EXISTING WALL	
2	1/8" WHITE STA-TUFF LETTERS	
3	PAD	
4	HOLES FILLED WITH SILICONE	
5	3/16" Ø X 3" LONG STUDS	

Area = 73.246 + z
(6.8u²)



FRONT VIEW

Weight = ± 1-2 lbs per letter



TYPICAL SECTION
SCALE: N.T.S.



Tel (506) 735-5506 • Fax (506) 737-1740 • Toll Free 1-800-561-9798

Customer Approval:	Date: / /	By:
PRODUCTION INFORMATION: XX	Descriptions:	Plate #:
XX	XX	XX
XX	XX	XX
XX	XX	XX
XX	XX	XX
<p>This sign is intended to be installed in accordance with the requirements of Article 610 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.</p> <p> </p> <p>ISO 9001:2000 Certified Enterprise</p> <p>© 2008 ENSEIGNES PATTISON SIGN GROUP. ALL RIGHTS RESERVED. NO PART OF THIS DRAWING MAY BE REPRODUCED IN ANY FORM WITHOUT WRITTEN PERMISSION FROM ENSEIGNES PATTISON SIGN GROUP.</p>		
Client:	WAL-MART	
Site:	VARIOUS	
Draftsman:	TINA BOLDUC	Date: 10.29.2008
Checked By:	TT	Scale: 1/4" = 1'-0"
Page:	1/1	

USE ONLY THE WALLS WITHIN THE SIGN AREA TO ATTACH THE SIGN. THE SIGN AREA IS THE ONLY AREA WHERE THE SIGN IS TO BE ATTACHED. THE SIGN IS TO BE ATTACHED TO THE WALLS WITHIN THE SIGN AREA. THE SIGN IS TO BE ATTACHED TO THE WALLS WITHIN THE SIGN AREA. THE SIGN IS TO BE ATTACHED TO THE WALLS WITHIN THE SIGN AREA.

www.pattison.com

Sign # 7 East elevation

FJ-22691.3198 Cliffe Ave. Courtenay, BC. 2012/08/22

FJ-22691A	
KOMACEL LETTERS ON BACKER PANEL	
Installation: <input type="checkbox"/> Interior: <input checked="" type="checkbox"/> Exterior:	
#	Descriptions:
1	1/2" KOMACEL LETTERS
2	ALUMINIUM BACKER PANEL

Area = 56.25sqft (5.2m²)



#	Colors:
A	PAINTED BLUE PMS 285C

#	Revision(s)	By:	Date:
A	ADDED PAGE 4	CC	05.25.2012
A	CHANGED TO BE KOMACEL LETTERS ON BACKER PANEL	CC	08.22.2012



Tel: (866) 725-5505 • Fax: (877) 731-1724 • Toll Free 1-800-551-9788	
Client:	WALMART SIS 3163
Site:	COURTENAY, BC
Consultant:	F. JOLICOEUR
Draftsman:	CHRISTINE COUTUREL
Date:	02.08.2012
Page:	4/8 Scale: 1/2" = 1'-0"

Date: / /

Customer Approval:

ISO 9001-2008 Certified Enterprises

www.pattisonsign.com

Sign #8 East Elevation

FJ-22691_3199 Cliffe Ave. Courtenay, BC 2012/08/22

FJ-22691A	
KOMACEL LETTERS ON BACKER PANEL	
Installation:	Interior: <input type="checkbox"/> Exterior: <input checked="" type="checkbox"/>
#	Description:
1	1 1/2" KOMACEL LETTERS WITH VINYL APPLIED ON FIRST SURFACE
2	ALUMINUM BACKER PANEL
3	VINYL APPLIED ON FIRST SURFACE

$Area = 56.25 ft^2 (5.2m^2)$



#	Color:
A	PAINTED BLACK
B	YELLOW VINYL 3630-015
C	WHITE VINYL 7725-20

#	Revision(s)	By:	Date:
A	ADDED PAGE 3	CC	05.25.2012
A	CHANGED TO BE KOMACEL LETTERS ON BACKER PANEL	CC	08.22.2012

ENSEIGNES PATTISON SIGN GROU

Tel: (604) 725-5008 Fax: (877) 737-1724 Toll Free: 1-800-361-1111

Client: WALMART SIS 3163
 Site: COURTENAY BC
 Consultant: F-JOLICOEUR
 Draftsman: CHRISTINE COUTURIER Date: 05.25.12
 Page: 18 Scale: 1/2" = 1'-0"

Date: _____ Customer Approval: _____

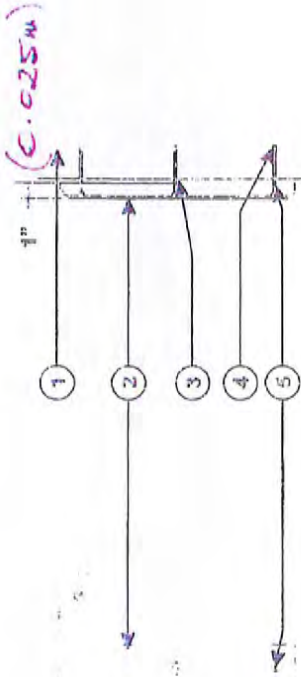
ISO 9001:2008 Certified Enterprise

Sign #9 East elevation

Area = 58.68 ft^2
 (5.5 m^2)



FRONT VIEW



TYPICAL SECTION
 SCALE: N.T.S.

WAL1L7EX423			
NON-ILLUMINATED LETTERS			
Installation:	Interior: <input type="checkbox"/>	Exterior: <input checked="" type="checkbox"/>	
Electrical specifications:	Volts: N/A	Amp.: N/A	Circ.: N/A
#	Descriptions:		
1	EXISTING WALL		
2	1/8" BLACK STA-TUFF LETTERS		
3	PAD		
4	HOLES FILLED WITH SILICONE		
5	3/16" Ø X 3" LONG STUDS		

Weight = ± 1-2 lbs per letter

Notes:
- LETTERS TAKEN FROM STANDARD 2'-6" ALPHABET



Tel: (505) 735-5506	Fax: (506) 737-1740	Toll Free: 1-800-561-9788
Client:	WAL *MART	
Site:	VARIOUS	
Draftsman:	TINA BOLDUC	Date: 10-29-2008
Checked By:	TT	
Page:	1/1	Scale: 1/4" = 1'-0"

Customer Approval:	Date:	By:
PRODUCTION INFORMATION: XX	Descriptions:	Plate #:
XX	XX	XX
XX	XX	XX
XX	XX	XX

This sign intended to be installed in accordance with the requirements of the National Electrical Code and for other applicable local codes. This includes proper grounding and bonding of the sign.

Pattison Sign Group illuminated signs contain 1 barium salt. Barium salt is a known carcinogen. The use of barium salt in signs is a known hazard. Pattison Sign Group has a policy of not using barium salt in signs. The use of barium salt in signs is a known hazard. The use of barium salt in signs is a known hazard.



Sign #17 East elevation

P60

EL-22691A-3199 Cliffe Ave. Courtenay, BC. 2012/09/22

FJ-22691A	
KOMACEL LETTERS ON BACKER PANEL	
Installation: Interior: <input type="checkbox"/> Exterior: <input checked="" type="checkbox"/>	#
Description(s):	
1 1/2" KOMACEL LETTERS	1
2 ALUMINUM BACKER PANEL	2

Area = 56.25 ft^2 (5.2 m²)

(3.81m)



FRONT VIEW

SIDE VIEW

#	Colors:
A	PAINTED BLUE PMS 285C

#	Revision(s)	By:	Date:
A	CHANGED TO BE KOMACEL LETTERS ON BACKER PANEL	CC	09.22.2012

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Client: WALMART S/S 3163
 Site: COURTENAY, BC
 Consultant: FRNACE JOLICOEUR
 Draftsman: CLAUDIA VOOST Date: 05.30.2012
 Page: 5/6 Scale: 3/4" = 1'-0"

Date: _____
 Customer Approval: _____

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6

THE CORPORATION OF THE CITY OF COURTENAY

REPORT TO COUNCIL

FROM: Development Services Department

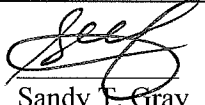
FILE #: 3360-20-1208

DATE: October 18, 2012

**SUBJECT: Application No. 1203 to Amend Official Community Plan Bylaw No. 2387, 2005
and Application No. 1208 to Amend Zoning Bylaw No. 2500, 2007
932 5th Street
Amended Lot 5, Block 1, District Lot 127, Comox District, Plan 1951**

C.A.O. COMMENTS/RECOMMENDATIONS:

That the recommendation of the Director of Development Services be accepted.



Sandy F. Gray

RECOMMENDATION:

That Council receive the application from Heritage Revival Homes to amend the *Official Community Plan Bylaw No. 2387, 2005* and the *City of Courtenay Zoning Bylaw No. 2500, 2007* for Amended Lot 5, Block 1, District Lot 127, Comox District, Plan 1951(932 5th Street) as shown in bold on *Attachment No. 1*;

That *Bylaw No. 2719, 2012* to amend the Official Community Plan designation of the lot shown on *Attachment No. 1* from Urban Residential to Multi-Residential proceed to first and second reading;

That *Bylaw No. 2720, 2012* to rezone the lot shown on *Attachment No. 1* from Residential Two (R-2) to Residential Four B (R-4B) and to remove subsection 8.4.30(1) from the Residential Four B zone (R-4B) proceed to first and second reading;

That Council direct staff to schedule and advertise a statutory public hearing with respect to *OCP Amendment Bylaw No. 2719, 2012* and *Zoning Amendment Bylaw No. 2720, 2012* on November 19th at 5:00 p.m. in City Hall Council Chambers; and

That Council authorize the Mayor and Director of Legislative Services to execute all legal documents necessary to affect the rezoning of the subject lands.

PURPOSE:

To consider an Official Community Plan amendment and Zoning Bylaw amendment permitting a four unit multi-residential development.

BACKGROUND:

The subject property is a 577 m² vacant lot located on 5th street, approximately four blocks from downtown. Access is provided from 5th Street and from a lane to the side and rear of the property. Surrounding land use is residential in all directions with a mix of duplex and single

residential development.

The proposed small lot infill development has been designed to fit within the surrounding neighbourhood. It is a four unit multi-residential building containing 2 one-bedroom units and 2 two-bedroom units. The heritage style reflects the character of the area, and the building has been designed to fit within the parameters of the current R-2 zone with a small footprint and reduced massing of the upper storey.

A map showing the subject property is contained in *Attachment No. 1*; the site plan, renderings, and elevations are contained in *Attachment No. 2*; the applicant's sustainability statement and affordable housing statement are included as *Attachment No. 3 and 4*; and a summary of the public information meeting is included as *Attachment No. 5*.

DISCUSSION:

Official Community Plan

As outlined above, the applicant is proposing to re-designate the subject property from Urban Residential to Multi-Residential. The Urban Residential designation is for single and duplex residential development while the Multi-Residential designation is for three or more dwelling units on a property. Both the Urban Residential and Multi-Residential policies state that new infill development should be in keeping with the existing scale and character of an area and should consider neighbourhood interests, transportation options, and proximity to services and amenities. The OCP lists the downtown area and the intensification or redevelopment of existing sites as priorities for multi-residential development.

The proposed building has been designed to complement the surrounding neighbourhood. The use of a small building footprint, the location of unit entrances to the front, side and rear of the building, and the reduced massing of the third level through a steeply pitched roofline with gables and dormers gives the appearance of a single residential dwelling from the street. The proposed building design and materials also reflect the heritage character of the area and are consistent with the OCP policy to consider 5th street as an important heritage corridor. The site plan and building elevations are contained in *Attachment No. 2*.

Although it is a relatively small site, the applicant has proposed a substantial amount of open space and landscaping for the use of future residents and for the privacy of surrounding properties. Landscaping details will be confirmed as part of the Multi-Residential Development Permit process. The appearance of parking has been minimized by making use of all access points and separating it into the three areas shown in *Attachment No. 2*. All parking surfaces are permeable.

The units range in size from 53 m² (570 sq.ft.) for each of the one-bedroom units to 97 m² (1,047 sq.ft) for each of the two-bedroom units. The staggered building design allows greater privacy and separation between the living areas and between the bedrooms of adjacent units.

Staff are supportive of the development proposal and believe it provides a good example of sensitive infill development that is designed to work with the constraints of the site and to fit within the character of the surrounding neighbourhood. If the OCP and rezoning amendment

applications are successful, it will bring more residents close to the downtown area and in close proximity to schools, neighbourhood greenspace, shops and services.

Zoning

The applicant has applied to rezone the subject property from R-2 to R-4B. The R-2 zone allows two dwelling units while the R-4B zone allows multi-residential development. The intent of the R-4B zone is to facilitate infill development of smaller lots near the downtown core.

The proposed building has been designed to reflect the siting provisions of the current R-2 zone in keeping with the surrounding residential properties. *Attachment No. 1* provides a comparison of the proposed development with the requirements of the current R-2 and proposed R-4B zones. The proposed development also meets the requirements of the proposed R-4B zone with the exception of landscaping provisions. *Section 8.4.30(1)* of the *Zoning Bylaw* requires a landscaping screen and/or fence a minimum of 3.0 metres in height and width along the inside of all property lines adjoining residential properties. For the proposed development, this results in a greater landscaping setback than building setback. The applicant is proposing landscaping that is less than 3 m in width along the side yard however adequate screening is achieved through a combination of hedging, fencing, and building design. Rather than seeking a variance for this application, staff recommend removal of *Section 8.4.30(1)* of the *Zoning Bylaw* for reasons described below.

Landscaping provisions are already contained within Multi-Residential Development Permit Guidelines which apply to all new multi-residential development. For infill development, staff feel that landscape and screening provisions are better addressed through Development Permit Guidelines than *Zoning Bylaw* provisions. Requiring a 3.0 m landscape setback on both sides of a property disrupts urban development patterns, poses significant challenges to the development of smaller sites, and results in largely unusable open space. Guidelines can ensure separation and privacy for adjoining properties by taking into consideration site conditions, building design, and landscape plans on a development specific basis, thus providing the flexibility needed to create successful infill development.

Public Input

The applicant held a neighbourhood public information meeting on October 17. Only one local resident attended and they expressed support for the development proposal. Details of the public information meeting are contained in *Attachment No. 5*.

FINANCIAL IMPLICATIONS:

As part of the rezoning process, the applicant will be contributing \$2,500 towards the Parks, Recreation, Cultural and Seniors Facility Amenity Reserve Fund and \$2,500 towards the Affordable Housing Amenity Reserve Fund.

STRATEGIC PLAN REFERENCE:

The proposed development supports the following Council Goals for the 2012-2014 term:

- Provide proactive leadership for growth management
- Advocate high standards of design and community aesthetics
- Support community initiatives and distinct neighbourhoods

OCP SUSTAINABILITY REFERENCE:

The proposed development supports active transportation goals through its close proximity to downtown. The applicant is also proposing to use environmentally sensitive building materials and energy saving technologies as detailed in the sustainability statement contained in *Attachment No. 3*.

REGIONAL GROWTH STRATEGY REFERENCE:

The proposed development is consistent with the RGS goals and objectives to ensure a diversity of housing options to meet evolving demographics and needs, and to locate housing in core settlement areas close to existing services.

Respectfully submitted,



Erin Ferguson, MCP
Planning Technician



Peter Crawford, MCIP
Director of Development Services

ATTACHMENT NO. 1



Applicant & Owner: Heritage Revival Homes

Location: 932 5th Street

Legal Description: Lots 8 & 9, both of Block B, Section 61, Comox District, Plan 3939

Zoning: Current Requirements (R-2) Development Proposal Proposed Zone R-4B

Permitted Uses

Front Yard Setback	7.5 m	6.9 m	15% of lot depth(6.8), 3.5m min
Rear Yard Setback	9.0 m	17 m	20% lot depth(9.3), 6.0m min
Side Yard Setback	4.5 total, 1.5 m min.	2.3 m (4.6 total)	12% lot width(2.05), 2.0m min
Max. Lot Coverage	40%	25%	NA
Floor Area Ratio	NA	0.52	1.0
Max. Height	8.0 m	7.0 m	10.0 m
Useable Open Space	NA	160 m ²	80 m ²
Landscaping Setback (front)	NA	6.9 m	4.5 m
(side)		Varies from 1 m to more than 3.0	3.0 m

Adjacent Land Uses:

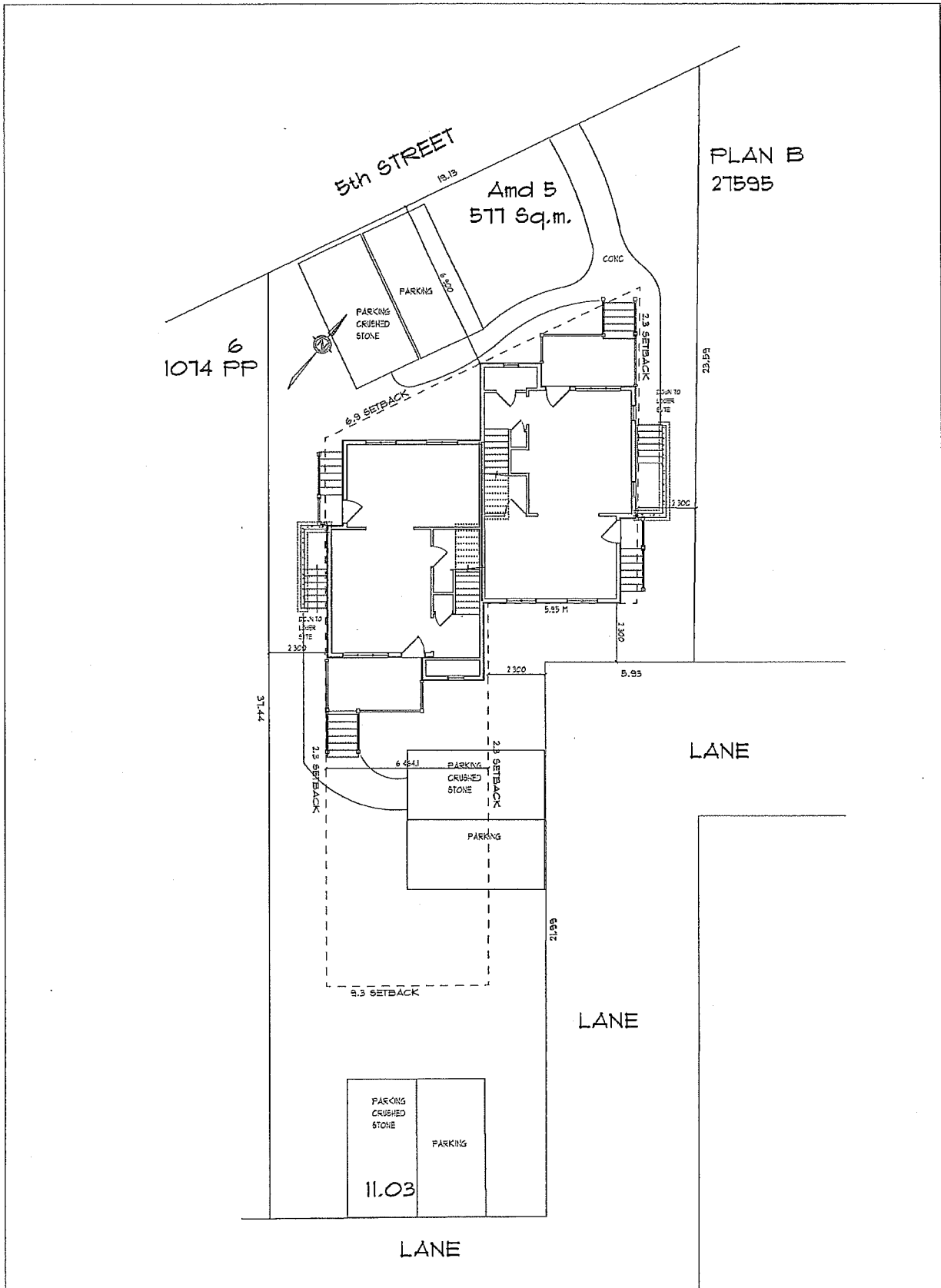
- Residential, mix of duplexes and single family



FRONT



BACK.



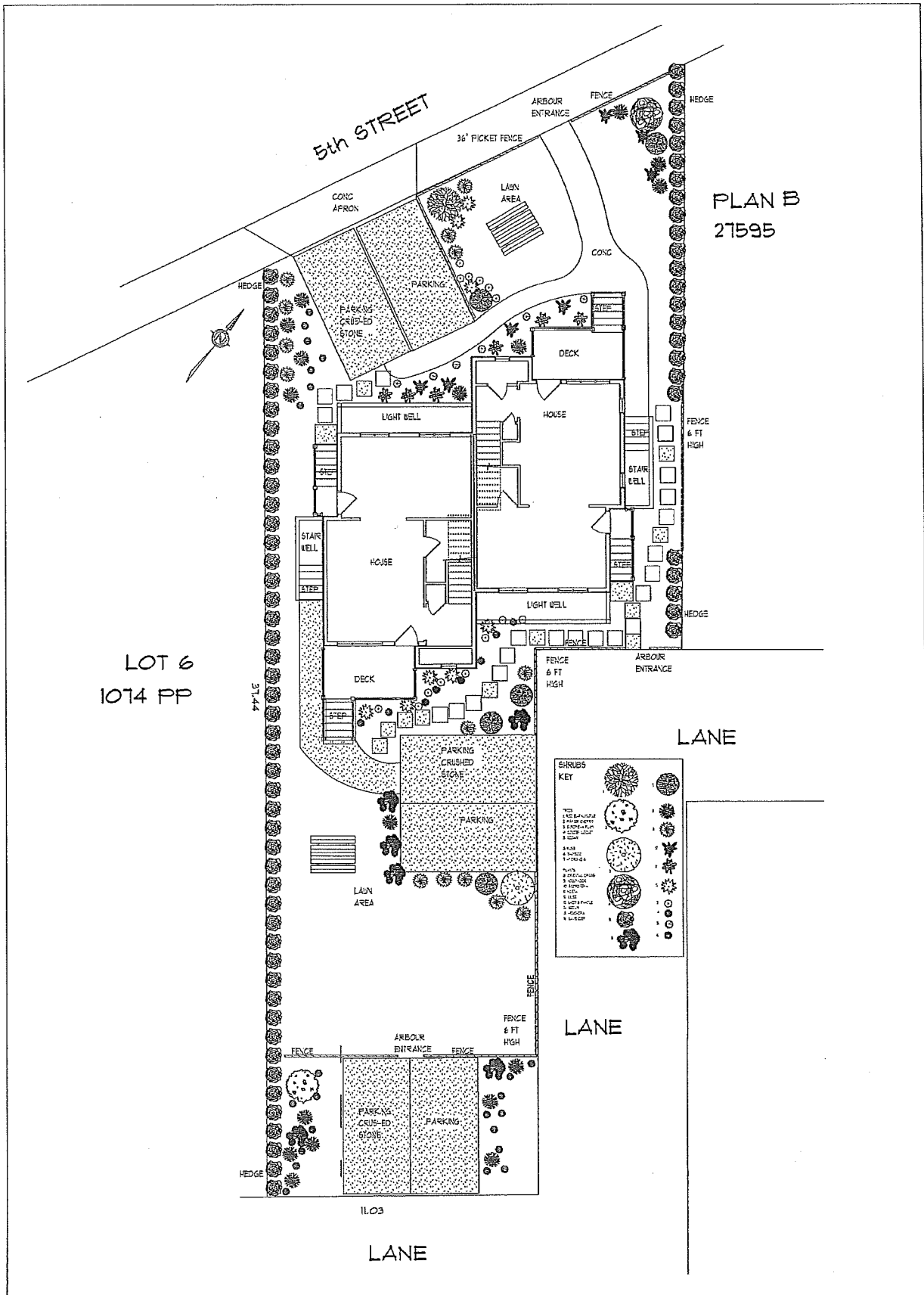
PH 339-9192
MITCHELL
DESIGN

NOTE: THESE DRAWINGS ARE COMPILED AND REPRODUCED FROM THE ORIGINAL FOR REFERENCE ONLY. THE DESIGNER IS NOT LIABLE FOR DATA ACCURACY BY OTHERS.
PROJECT- 4 PLEX ON 5TH BY GLEN CROSS
ADDRESS-

GLT/CN
NOTED DIMENSIONS SHALL BE REPRODUCED ACCURATELY. ALL DIMENSIONS AND TOLERANCES SHALL BE AS SHOWN UNLESS OTHERWISE SPECIFIED IN THE FIELD PRIOR TO CONSTRUCTION.
TITLE- SITE LEGAL & HOUSE POSITION
August 29, 2012

DWG # 1 OF 5
SCALE: 3/16" = 1 ft

NOTES:
1. ALL DIMENSIONS SHALL BE REPRODUCED ACCURATELY.
2. ALL DIMENSIONS AND TOLERANCES SHALL BE AS SHOWN UNLESS OTHERWISE SPECIFIED IN THE FIELD PRIOR TO CONSTRUCTION.



SHRUBS KEY

1. 2' - 3' ROUND	11. 6' - 8' ROUND
2. 3' - 4' ROUND	12. 8' - 10' ROUND
3. 4' - 5' ROUND	13. 10' - 12' ROUND
4. 5' - 6' ROUND	14. 12' - 15' ROUND
5. 6' - 8' ROUND	15. 15' - 20' ROUND
6. 8' - 10' ROUND	16. 20' - 25' ROUND
7. 10' - 12' ROUND	17. 25' - 30' ROUND
8. 12' - 15' ROUND	18. 30' - 35' ROUND
9. 15' - 20' ROUND	19. 35' - 40' ROUND
10. 20' - 25' ROUND	20. 40' - 45' ROUND

FH 3339-1002
MITCHELL DESIGN

NOTE: THESE DRAWINGS ARE CONTRACT DOCUMENTS AND SHALL BE KEPT IN THE OFFICE OF THE DESIGNER FOR REPRODUCTION. THE DESIGNER IS NOT LIABLE FOR COSTS INCURRED BY CHANGES BY OTHERS.

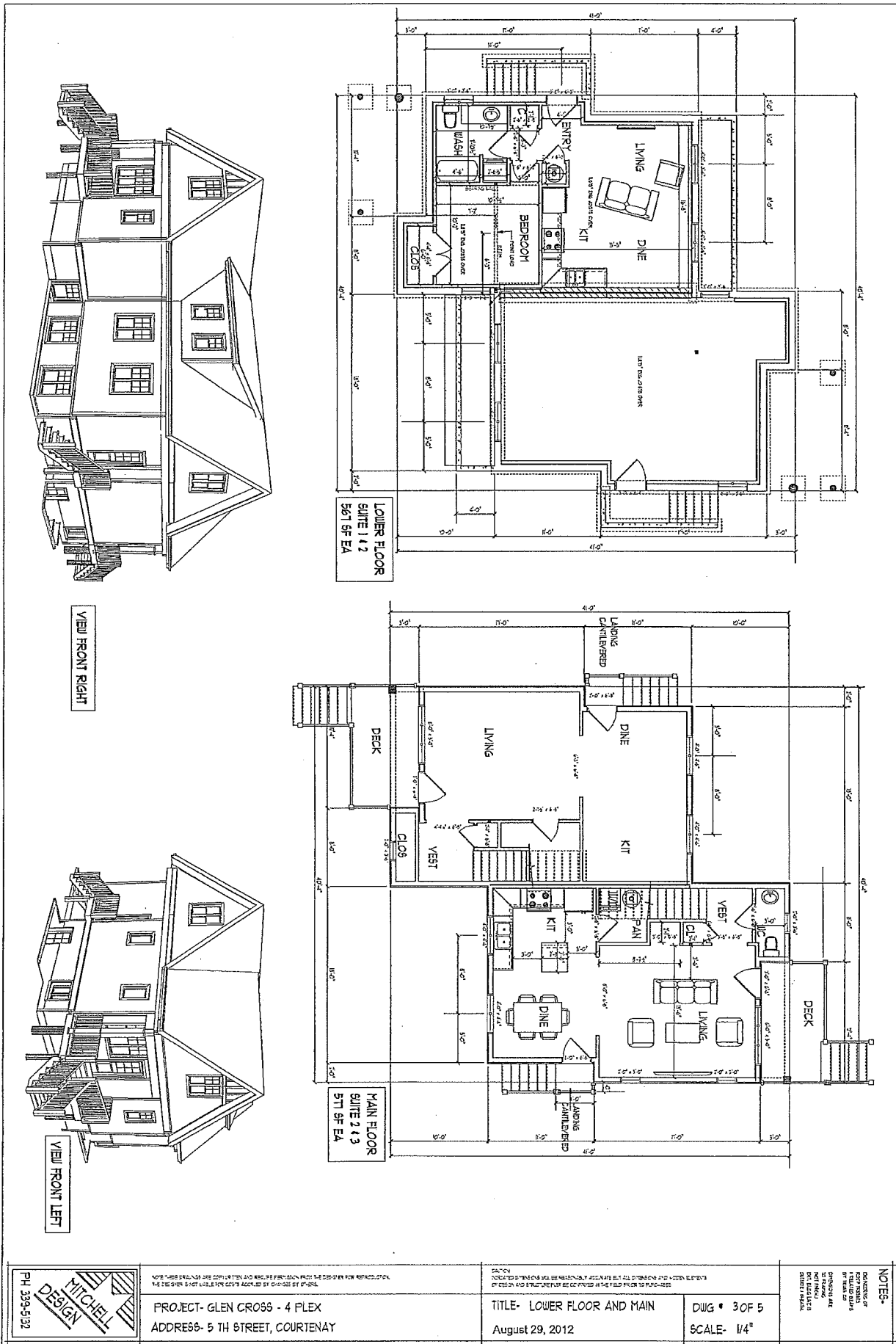
PROJECT - 4 PLEX ON 5TH BY GLEN CROSS
ADDRESS -

CAUTION: CONSULT ENGINEER AND ALL OTHER NEARBY AND ADJACENT ALL APPLICABLE AND CITY DEPARTMENTS OF DESIGN AND SPECIFICATIONS BEFORE CONSTRUCTION. VERIFY ALL DIMENSIONS AND LOCATIONS PRIOR TO CONSTRUCTION.

TITLE - LANDSCAPE PLAN
August 29, 2012

DWG # 2 OF 5
SCALE - 3/16" = 1' 0"

NOTES -
REVISIONS OF THIS PLAN SHALL BE INDICATED BY CIRCLES AND DASHES.
REVISIONS ARE NOT TO BE MADE WITHOUT THE WRITTEN APPROVAL OF THE DESIGNER.

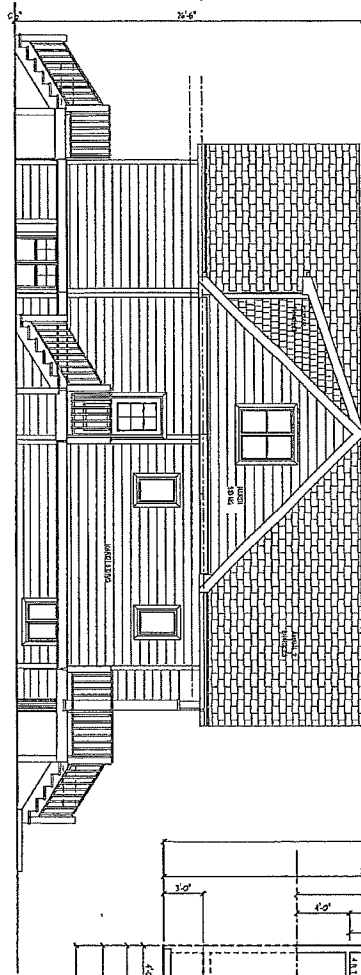


PROJECT- GLEN CROSS - 4 PLEX
ADDRESS- 5 TH STREET, COURTENAY

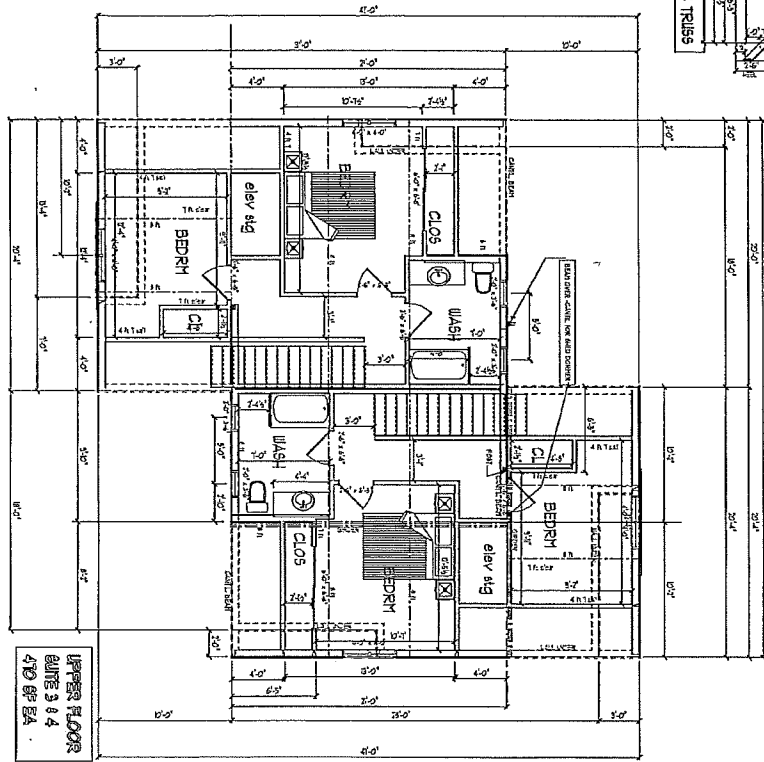
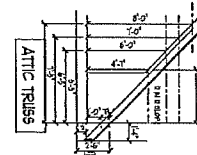
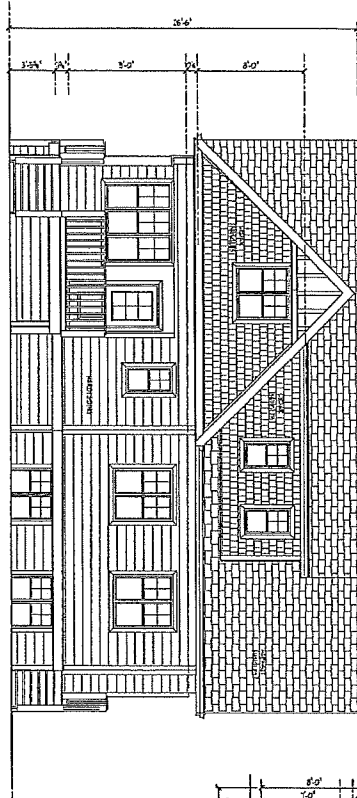
TITLE- LOWER FLOOR AND MAIN
August 29, 2012
DWG # 3 OF 5
SCALE- 1/4"

NOTES-
1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
3. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.

SIDE ELEVATION



FRONT & REAR ELEVATION



UPPER FLOOR
SUITE 3 & 4
470 SF EA.

CONCRETE FINISHES
WOOD FINISHES
BRICK
SIDING
GLASS
SINK
TUB
CERAMIC TILE
WOOD FLOORING
ELECTRICAL
PLUMBING
MECHANICAL
AND MORE



NOTE: THESE DRAWINGS ARE CONTRACTORS AND BUILDING PROFESSIONALS TO BE USED FOR INFORMATION ONLY. THE DESIGNER IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS.

PROJECT- GLEN CROSS - 4 PLEX
ADDRESS- 5 TH STREET, COURTENAY

CAUTION
NOT TO BE USED FOR CONSTRUCTION OR FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN PERMISSION OF THE DESIGNER.

TITLE- ELEVATIONS & UPPER FLOOR
August 29, 2012

DWG # 40F5
SCALE- 1/4"

NOTES-
1. REFER TO ALL OTHER DRAWINGS FOR DETAILS AND MATERIALS.
2. PROVIDING ALL NECESSARY PERMITS AND APPROVALS.
3. VERIFY ALL CONDITIONS AND MATERIALS BEFORE CONSTRUCTION.

HERITAGE REVIVAL HOMES LTD.
1589 CEDAR AVE
COMOX V9M 2V6

AUG 28, 2012

REGARDING PROPOSED 4 PLEX CONSTRUCTION AT 932 5TH ST

IN RESPONSE TO THE CITY OF COURTENAY'S SUSTAINABILITY EVALUATION
CHECK LIST.

WE PLAN TO CREATE A BUILDING AND LANDSCAPE DESIGN THAT WILL
STAND OUT AS A NEIGHBOURHOOD ASSET. BUILDING DESIGN IS INTENDED
TO CREATE AN IMPRESSION OF A SINGLE FAMILY DWELLING BLENDING IN
WITH COURTENAY'S OLDER HISTORY. THERE WILL BE LOW IMPACT IN BOTH
HEIGHT AND FOOTPRINT WITH DESIGN ELEMENTS SUCH AS: DORMERS,
GABLES, STEEP ROOF LINES, PORCHES AND CHARACTER IN LINE WITH
OLDER HOMES.

WE WILL CREATE OPTIONS FOR DIFFERENT INCOME NEEDS BY OFFERING
TWO SMALLER UNITS AT 567SQ.FT. AND TWO LARGER UNITS OF
1047SQ.FT. WE WILL MAINTAIN A HIGH STANDARD IN DESIGN, QUALITY OF
MATERIALS AND CRAFTSMANSHIP.

LANDSCAPE DESIGN IS INTENDED TO CREATE A PARK-LIKE SETTING THAT IS
DYNAMIC AND WILL ENCOURAGE USE IN MULTIPLE AREAS. THE DESIGN
INCORPORATES PRIVACY SCREENING, OUTDOOR DINING AREAS, MULTIPLE
OPEN LAWN AREAS AND PERMEABLE PARKING AREAS TO PROMOTE
GROUNDWATER EXCHANGE.

WE HOPE THIS MEETS THE CITY'S SATISFACTION.

GLEN CROSS
HERITAGE REVIVAL HOMES LTD.

ADDITIONAL NOTES RE: SUSTAINABILITY CHECKLIST RESPONSE

Some of the environmental sensitive materials we will be using include:

- ~ Low VOC paints for trim and wall
- ~ Bamboo flooring which is sustainable due to being a rapid renewable resource (5 years)
- ~ Bamboo flooring with low VOC rating
- ~ local timber, milled in the Comox Valley where applicable

We will be providing insulation R-values that exceed code requirements in the attic and basement of the 4-plex to improve energy efficiency.

We incorporate a zero draft system in all our window and door assemblies to improve energy efficiency.

Secure bike storage will be provided at the front and back of the property, under shelter.

HERITAGE REVIVAL HOMES LTD.
1589 CEDAR AVE
COMOX V9M 2V6

AUG 28, 2012

REGARDING PROPOSED 4 PLEX CONSTRUCTION AT 932 5TH ST

IN RESPONSE TO THE CITY OF COURTENAY'S AFFORDABLE HOUSING POLICY.

WE PROPOSE TO BUILD A FOURPLEX THAT INCLUDES TWO UNITS AT 1047 SQ.FT. AND TWO UNITS AT 567 SQ.FT. WE WOULD SELL THESE UNITS AT APPROXIMATELY A RANGE OF \$ 180,000 AND \$140,000 RESPECTIVELY. WE FEEL THAT THIS PRICE RANGE ASSISTS IN PROVIDING AFFORDABLE HOUSING WHILE CREATING HIGH QUALITY WITHIN DOWNTOWN COURTENAY.

GLEN CROSS
HERITAGE REVIVAL HOMES LTD.

PUBLIC INFORMATION MEETING REPORT

A public information meeting was held for the public in regards to the proposed OCP and Zoning amendment of 932 5th Street.

The public received notice by mail approximately 9 days in advance of the meeting. The meeting was held at 7pm on Oct. 17 2012 at the Lewis Center.

Full drawings and color renderings of the proposed 4 plex development were provided at the meeting. One person attended the meeting.

The attendee expressed no concerns in regards to the development, only interest. The attendee's comments of the information provided were positive and they concluded that they were pleased with the design.

The meeting was hosted by Glen Cross.

7

THE CORPORATION OF THE CITY OF COURTENAY

REPORT TO COUNCIL

FILE #: 6480-20-1202
3360-20-1207

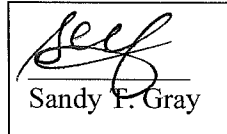
FROM: Development Services Department

DATE: October 30, 2012

SUBJECT: Official Community Plan and Zoning Amendment for Comox Valley Hospital

C.A.O. COMMENTS/RECOMMENDATIONS:

That the recommendation of the Director of Development Services be accepted.



Sandy F. Gray

RECOMMENDATION:

That Council receive the application to amend the *City of Courtenay Official Community Plan No. 2387, 2005* and the *City of Courtenay Zoning Bylaw No. 2500, 2007*, for Lot 3, District Lot 236, Comox District, Plan VIP70439 and Section 78, Comox District, Except Parts in Plans 35641, VIP61717 and 2117RW (95 & 235 Lerwick Road) as shown in bold on Attachment No. 1;

That Bylaw No. 2714, 2012 to amend the Official Community Plan designation of the areas as shown on *Attachment No. 1* from Parks and Recreation to Public/Institutional Uses proceed to First and Second Reading;

That Bylaw No. 2715, 2012 to create a new Public Use and Assembly Four Zone (PA-4) and to rezone the areas as shown on *Attachment No. 1* from Public Use and Assembly Two Zone (PA-2) and Public Use and Assembly Three Zone (PA-3) to Public Use and Assembly Four Zone (PA-4) proceed to First and Second Reading;

That Council direct staff to schedule and advertise a statutory public hearing with respect to OCP Amendment Bylaw No. 2714, 2012 and Zoning Amendment Bylaw No. 2715, 2012 on November 27th at 6:00 p.m. in the Florence Filberg Centre Conference Hall; and

That Council authorize the Mayor and Director of Legislative Services to execute all legal documents necessary to affect the rezoning of the subject lands.

PURPOSE:

To consider an Official Community Plan and Zoning bylaw amendment to permit the development of the Comox Valley Hospital.

BACKGROUND:

The proposed site area is approximately 5.48 hectares (13.54 acres) and includes two parcels of land. The 0.96 hectare (2.37 acres) playfield site currently owned by the City and a 4.52 hectare (11.17 acre) portion of the North Island College campus. The playfield site is subject to both an OCP amendment and rezoning while the college site is only subject to rezoning.

With regard to the playfield, Council has resolved "That should the City property adjacent to the

proposed hospital site be sold, Council agrees that the net proceeds be invested into regional recreation infrastructure.”

DISCUSSION:

In January 2011, VIHA announced its preferred site for the proposed Comox Valley Hospital. The site was located on Ryan Road across from the Crown Isle Development. However, further investigation into the location determined it was within an area defined by the Comox Airport Zoning Regulations pursuant to the Aeronautics Act. As building heights are restricted to 9 metres in this area, the feasibility of constructing a modern hospital was severely reduced. Accordingly, VIHA considered options for an alternate site and entered into discussion with North Island College (NIC) for use of a portion of their property at the corner of Ryan Road and Lerwick Road. An agreement was reached with NIC to sell approximately 11 acres of land. The two parties also agreed to a Health Education Partnership which will result in local training opportunities at the college for health care professionals.

VIHA indicated they chose this site for the following reasons:

- It's located on high volume arterial roads to maximize access and fit within current and projected road capacity in the Comox Valley;
- It has an excellent geotechnical base with no seismic risks;
- The site is close to the future fire hall, and well serviced by utilities, thereby reducing costs;
- Strategic partnerships with North Island College are possible.

With the rezoning application VIHA submitted a number of studies in support of their proposal. These reports are included in binders for Council's review and have been made available to the public on the City's website and in a binder at City Hall. The following discussion highlights the findings of these reports.

Traffic

Opus International Consultants were retained by VIHA to consider the traffic impact of the hospital on the Ryan Road and Lerwick Road intersection and surrounding transportation network.

In summary, the report found “the cumulative impact of the hospital on the network is anticipated to be minimal in regards to capacity performance.” The study does conclude however, that this intersection, in addition to the intersections at Ryan Road/Back Road and Veterans Memorial Parkway/North Island Highway, will see deterioration in level of service under base growth (that is even without the hospital). Accordingly, future network upgrades will be needed to mitigate the effects of the significant growth expected in this corridor. It is recommended that the traffic study be revisited in 2017 following the opening of the new hospital to determine if anticipated growth has occurred, assess trip redistribution due to the hospital relocation and review signal phasing to optimise intersection performance at Ryan and Lerwick. The signalised intersections at Lerwick/Home Depot, Lerwick/Waters (main hospital access) and Lerwick Mission all operate at an acceptable level of service beyond 2030.

In general, the proposed hospital location at the intersection of two major arterial roads is positive from a land use perspective. These corridors provide strong, long term links to the rest of the Comox Valley, the North Island, and the Inland Island Highway. Staff are aware there are capacity constraints that will need consideration in the future and will work with the Ministry of Transportation and Infrastructure to maintain acceptable traffic circulation through the Ryan

Road corridor. The City is currently undertaking a review of the Transportation Master Plan which is the first step in the review process through an analysis of the broader transportation network.

The Ministry of Transportation and Infrastructure is required to approve the zoning amendment as the property is within 800m of a controlled access highway. The ministry has reviewed the traffic study and discussed the findings with VIHA and the City. The ministry has indicated they support the findings of the study and will approve the bylaw.

The traffic study also considered collision data from ICBC for the Ryan/Lerwick and Lerwick/Mission intersections. In general, the report indicates the post development traffic patterns will remain much the same as current traffic movements at the Ryan and Lerwick intersection. This safety review indicates that speed could be a factor in the existing collision patterns, however a reduced speed limit on Lerwick Road is not recommended. Given this high proportion of rear-end crashes on Ryan Road (44% of all crashes), overhead "prepare to stop" advance warnings are suggested.

Environment

In June 2012, a Flora and Fauna Assessment was conducted by McElhanney Consulting Services in conjunction with a local Registered Professional Biologist. The intent of the assessment was to identify potential environmental impacts of the proposed hospital on species at risk. The report outlines recommendations which generally relate to vegetation management in landscape buffer areas. The Assessment also recommended further assessment for two owl species and one pigeon species. A follow up audio call-back assessment was conducted in October 2012 for the two owl species. The survey did not yield any response and concludes there is low potential for these species on site. A further assessment will be required prior to issuance of a tree cutting permit.

VIHA has indicated that should the zoning be approved, site clearing and initial landscape work will begin in early 2013. This work will involve removal of all trees within the buildable area of the site and construction of initial landscape buffers between the college property and the hospital site.

Servicing

Site servicing analysis was undertaken by the local office of McElhanney Consulting Services. This review considered the expected demands on municipal utility (potable water, sanitary sewer and storm drainage) and the capacity of existing services to accommodate those demands.

Potable Water

The analysis of potable water concluded that a new connection to the existing 400mm diameter watermain in Lerwick Road would provide more than adequate water supply for the hospital's domestic, irrigation and fire flow needs. The report notes the final building design may necessitate boost pumps for internal fire suppression depending on the building height and fire suppression system design.

Overall there are no expected offsite water system upgrades required to facilitate the anticipated hospital demands.

Sanitary Sewer

With regard to sanitary sewer the consultant reviewed the data prepared for the City as part of the City Sanitary Sewer Master Plan Update. This modelling concluded there was spare peak

flow capacity in the order of 11 l/s for the college/hospital site. The estimated peak flow for the hospital is 10.0 l/s. The sewer model anticipates a long term additional load from future college development to be 1.0 l/s. This flow is sufficient for additional academic expansion of the college. Should the college consider the addition of student housing it is possible that downstream upgrades will be required. Twinning of the trunk sewer main behind the 'Superstore' is anticipated in the future.

Overall there are no expected offsite sanitary sewer upgrades required to facilitate the anticipated hospital demands.

Storm Drainage

The proposed hospital site is located at the top of a hill which presents a number of options for routing surface runoff. The storm drainage analysis reviews a few concepts for retaining and conveying storm runoff from the 2 year, 10 year and 100 year return periods. The options could include use of underground detention chambers, groundwater recharge galleries, clean crush stone underground detention chambers and use of a roof runoff collection systems for irrigation. The final design of the system(s) used to manage storm drainage will depend on the final project layout and site design elements. Options are available to manage the storm drainage needs of the development and final designs will be reviewed by City Engineering Staff.

Geotechnical Review

Thurber Engineering Ltd. conducted a preliminary geotechnical assessment of the proposed hospital site. In general the assessment found the site is underlain by shallow dense to very dense till-like soils. These ground conditions are considered favourable for supporting the proposed hospital on conventional shallow spread footings on either the shallow till deposits or the underlying dense to very dense Quadra sand.

Archaeological Review

The applicant retained Baseline Archaeological Assessment to prepare an archaeological overview assessment. The assessment reviewed the property to identify any known archaeological sites. According to the consultant, the nearest known archaeological site is over 1.5km from the development site and is located at the bottom of Ryan Road near the Tsolum River. The report concludes no archaeological material was found on the site. The property is considered as having low potential for archaeological resources. No further assessments were recommended.

Proposed PA-4 Zone

The proposed PA-4 zone has been crafted specifically for the hospital site. Accordingly, the uses are specific to the hospital project and include a hospital, care facility and hospital related commercial uses such as gift shops, pharmacies, coffee shops, and confectionary stores. Given the links to the North Island College and the potential for training programs the zone permits medical related education and training facilities. Parkade and Helipad have been included for clarity although they are generally considered a hospital related use.

The following table highlights the differences between the current PA-2 and PA-3 zoning on the playfield and NIC site, the PA-1 zone currently in Zoning Bylaw 2500 that also permits a hospital and the proposed PA-4 zone.

	PA-1	PA-2	PA-3	PA-4
Lot coverage	40%	10%	20%	40%
Front yard	7.5m	7.5m	7.5m	7.5m
Rear yard	10m	7.5m	7.5m	10m
Side yard	9m	7.5m	7.5m	9m
Height	12m	12m	12m	40m
Landscape	7.5m	7.5m	7.5m	7.5m average but not less than 3.5m

Although the proposed lot coverage and setbacks are consistent with the existing PA-1 zone the PA-4 zone was crafted with a significant increase in permitted building height and some flexibility for landscape setbacks. The 40m building height is proposed by VIHA to provide project proponents flexibility in building design. This height includes all roof top equipment.

The 7.5m average landscape buffer is designed to allow some flexibility adjacent to the existing access route to NIC on the south end of the site and along the proposed main hospital access route along the north property line adjacent to the school. In all cases the minimum landscape buffer must be no less than 3.5m.

Summary

Overall the site is located on high capacity arterial roads with connections to the rest of the Comox Valley, the North Island and the Inland Island Highway. It is also in an area identified in the Official Community Plan as a principal commercial growth node. It is well serviced with existing City utilities and does not require off site upgrades. The geotechnical base on the property is suitable to support conventional foundations and the site is free from known archaeological resources and species at risk. Accordingly, staff feels the land use change from a post secondary institution to a hospital is appropriate at this location.

FINANCIAL IMPLICATIONS:

There are no immediate financial implications associated with the hospital rezoning.

STRATEGIC PLAN REFERENCE:

2011 Annual Report Value Statement 1 – A safe and caring community

Goal 1: Ensure protective services meet community needs

Objective c) Develop and plan for new Hospital project.

OCP SUSTAINABILITY REFERENCE:

VIHA has a mandate to construct the new hospital to LEED Gold certification at a minimum. The LEED certification will assist the development in achieving a number of sustainability goals including energy and water efficiency in building and site design, consideration of alternative energy production, and an overall project design that applies a total systems approach to minimize energy consumption and incorporates energy consumption management techniques that are targeted to stabilize and optimize energy flows to achieve Carbon Neutrality.

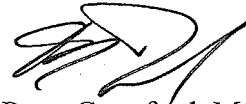
REGIONAL GROWTH STRATEGY REFERENCE:

The proposed hospital is consistent with the “municipal areas” policies within the Comox Valley Regional Growth Strategy. The policies recognise that opportunities exist within the municipal areas to “diversify and expand the range of services available, particularly in health care with the proposed new hospital, and, potentially, in post-secondary education services for the North Island.”

Respectfully submitted,



Ian Buck, MCIP, RPP
Manager of Planning

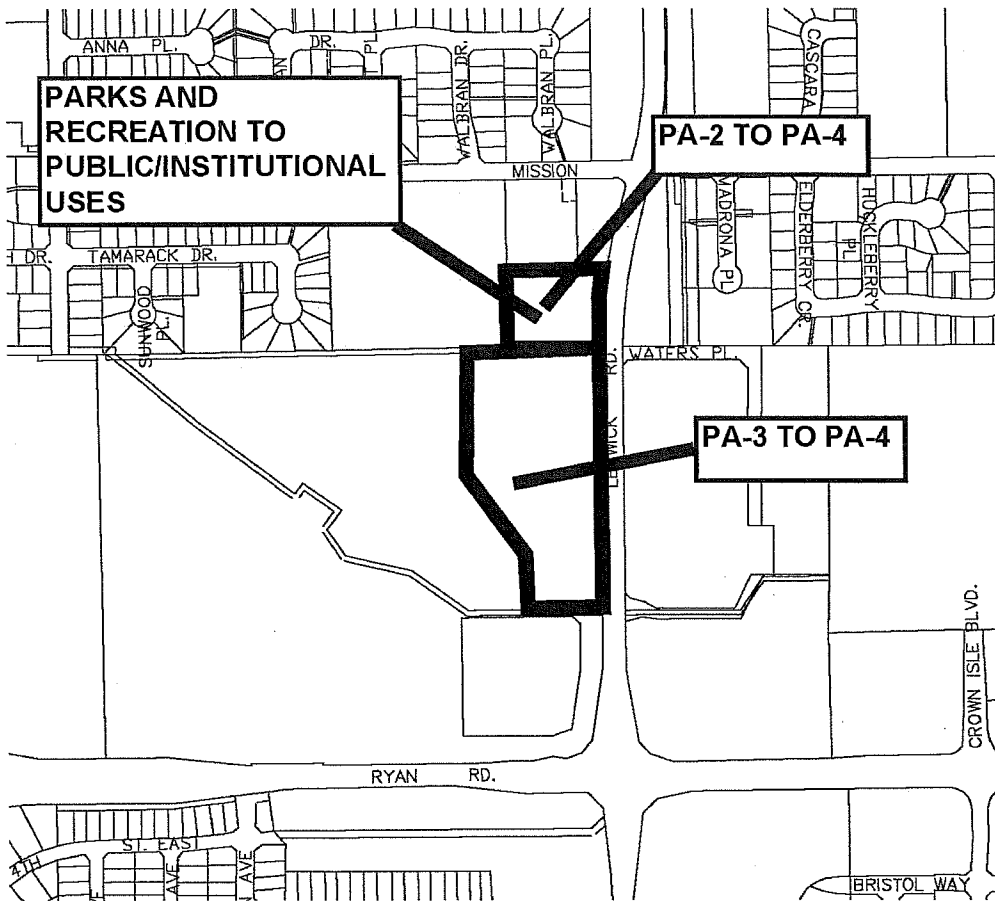


Peter Crawford, MCIP, RPP
Director of Planning Services

Attachments:

“No. 1” – Reference Information

“No. 2” – Binder of background studies and indicative design



Applicant: VIHA

Address: 95 & 235 Lerwick Road

Legal Description: Lot 3, District Lot 236, Comox District, Plan VIP70439 and Section 78, Comox District, Except Parts in Plans 35641, VIP61717 and 2117RW

Zoning

	PA-2(current playfield)	PA-3(current NIC)	PA-4(proposed for hospital)
Lot coverage	10%	20%	40%
Front yard	7.5m	7.5m	7.5m
Rear yard	7.5m	7.5m	10m
Side yard	7.5m	7.5m	9m
Height	12m	12m	40m
Landscape	7.5m	7.5m	7.5m average but not less than 3.5m

Adjacent Land Uses: Mix of Institutional, Industrial and Commercial.

8

THE CORPORATION OF THE CITY OF COURTENAY

REPORT TO COUNCIL

FROM: Director of Financial Services/
Deputy CAO


FILE #: 2800-20

DATE: October 18, 2012

SUBJECT: Comox Valley Emergency Program - New Agreements

CAO'S COMMENTS/RECOMMENDATIONS:

That the recommendation of the Director of Financial Services/Deputy CAO be accepted.



Sandy T. Gray

RECOMMENDATION:

That Council agrees to enter into the Comox Valley Emergency Response - Emergency Providing Assistance Agreement, and the Comox Valley Emergency Program Administration Service Agreement;

That the Mayor and Director of Legislative Services be authorized to sign all required documentation; and

That "Comox Valley Emergency Program Policy Agreement Bylaw No. 1883, 1996" be repealed.

PURPOSE:

To receive Council approval to enter into agreements with the Comox Valley Regional District for the provision of mutual resource assistance in the event of an emergency in the Comox Valley, as well as for administration services for the emergency program.

BACKGROUND:

The City of Courtenay, Town of Comox, Village of Cumberland and the Comox Valley Regional District Areas A, B, and C, first entered into Comox Valley Emergency Disaster Program Agreement in 1993. Since that time, the policy agreement has been updated with more specific information on matters of funding, administration, and cost sharing arrangements, with the most recent amendment to the agreement providing for expiration date of December 31, 2007. The program has since been operating without a formal agreement in place.

DISCUSSION:

The most recently expired version of the Comox Valley Emergency Program Policy Agreement was a five year agreement entered into in December 2001 by all of the Comox Valley participants: Courtenay, Comox, Cumberland, and Areas A, B, C (and at that time also Area K). This agreement provided the tool to both develop a Comox Valley Emergency Plan as well as to administer the plan once it had been established. This agreement (with two time extensions) expired on December 31, 2007.

From 2001 to 2006, the administration and bookkeeping functions for the program were provided by the contracted emergency coordinator. In 2006, the CVRD agreed to take over the administration, financial accounting, and financial planning for the Comox Valley Emergency Program.

In February 2012, CVRD staff prepared a report to the CVRD Committee of the Whole to provide detail for the financial budget, as well as to seek approval to enter into two new agreements to ensure that continuity for the emergency program is protected under agreement with each of the participants. Effectively the first agreement covers circumstances where “mutual aid” is needed, and the second agreement covers the program’s “administration” requirements. These are as follows:

1. The Emergency Providing Assistance Agreement and
2. The Comox Valley Emergency Program Administrative Services Agreement

To date, the CVRD, Town of Comox, and the Village of Cumberland have agreed to and have signed the new agreements, and are waiting on the City of Courtenay’s signature.

The two new agreements ensure continuity of the following:

1. The participants in the original plan continue to be participants in the new agreements – Village of Cumberland, Town of Comox, City of Courtenay, and the Comox Valley Regional District, Areas A, B, C).
2. The governance structure previously established. Governance of the emergency program will continue with the Executive Committee (CVRD Committee of the Whole), the Administrative Committee (the four chief administrative officers – Courtenay, Comox, Cumberland, and CVRD), as well as planning committees and sub-committees as previously defined in the original plan.
3. The provision of emergency mutual aid between the participants as required.

Under the new agreements, responsibility for the general administration of the emergency program shifts to the Comox Valley Regional District.

With the execution of these two new agreements, Courtenay (as well as the other program participants) enter into a binding five year agreement with the Comox Valley Regional District for the administration of the Comox Valley Emergency Program. The Administrative Services agreement empowers the CVRD to be responsible for the administration of the program including contract administration, grant administration, financial services, and legislative services.

Under the original CVEP Policy agreement, the Administrative Committee was responsible for the administration of the program, and each of the six participants would have been a signatory on all CVEP contracts entered into. Under the new arrangement, agreements would be between two parties, the CVRD and the contracted service. That being said, approval to enter into the contracts would still be vested with all of the six participants, and the CVRD would only enter into contracts that are approved by the CVRD Committee of the Whole.

FINANCIAL IMPLICATIONS:

The two new agreements have a five year term. Each participant will continue to be charged their share of the programs net expenses, which continues to be calculated on the basis of converted values for hospital purposes.

Historically Courtenay's share of the program has been 36-37% of the total requirement. For 2012, this translates into a cost of \$39,683.00.

The Comox Valley Emergency Program annual budgets are reviewed each year by the Administrative Committee and are then presented to the Executive Committee (CVRD Committee of the Whole) for approval.

STRATEGIC PLAN REFERENCE:

Ensure protective services meet community needs.

OCP SUSTAINABILITY REFERENCE:

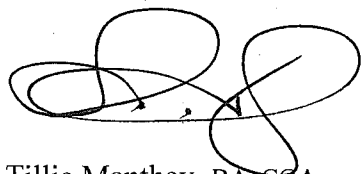
4.11.5 The City is a partner in the Comox Valley Emergency Plan which provides coordinated assistance and organizational structure in dealing with emergency situations and disasters.

1. The City supports being prepared to deal with a wide array of potential and real emergencies, and supports the services provided by the Comox Valley Emergency Program.

REGIONAL GROWTH STRATEGY REFERENCE:

Not applicable.

Respectfully submitted,



Tillie Manthey, BA, CGA
Director of Financial Services/Deputy CAO

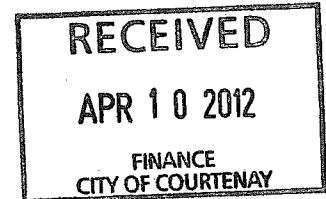
600 Comox Road, Courtenay, BC V9N 3P6
Tel: 250-334-6000 Fax: 250-334-4358
Toll free: 1-800-331-6007
www.comoxvalleyrd.ca



File: 7230-03

April 5, 2012

The Corporation of the City of Courtenay
830 Cliffe Avenue
Courtenay, BC
V9N 2J7



Attention: Sandy Gray, Chief Administrative Officer

Re: Comox Valley Emergency Program Agreements

Please sign the four (4) copies of the Emergency Providing Assistance Agreement and the two (2) copies of the Comox Valley Emergency Program Administration Service Agreement and return them to our office.

Once the agreements have been received and executed this office will forward you the signed copies of both agreements for your records.

If you have any further questions please do not hesitate to contact me via telephone at 250-334-6003 or via email at ismith@comoxvalleyrd.ca.

Sincerely,

A handwritten signature in black ink that reads 'T. Ian Smith'. The signature is written in a cursive style with a long horizontal line extending to the right.

T. Ian Smith, MCE
General Manager of Community Services

Enclosure

\km

EMERGENCY PROVIDING ASSISTANCE AGREEMENT

THIS AGREEMENT MADE THIS _____ DAY OF _____, 20_____.

BETWEEN:

COMOX VALLEY REGIONAL DISTRICT

600 Comox Road
Courtenay, BC V9N 3P6

(the "CVRD")

AND:

THE CORPORATION OF THE CITY OF COURTENAY

830 Cliffe Avenue
Courtenay, B.C. V9N 2J7

(the "City")

AND:

THE TOWN OF COMOX

1809 Beaufort Avenue
Comox, B.C. V9M 1R9

(the "Town")

AND:

THE VILLAGE OF CUMBERLAND

2673 Dunsmuir Avenue
Box 340
Cumberland, B.C. V0R 1S0

(the "Village")

(the above collectively called the Parties)

WHEREAS:

- A. The Parties desire to provide resource assistance to each other as required to combat an Emergency or Disaster, and;
- B. Each of the Parties to this agreement is committed to ensuring that the use of personnel, equipment and supplies, and other emergency response resources and capabilities are directed toward maximizing the efficiency of planning for, response to, and recovery from an Emergency or Disaster within the Program area, and;
- C. The Regional District has the power to enter into this agreement pursuant to section 176(1)(b) of the *Local Government Act* and the City, Town and Village each have the power to enter into this agreement pursuant to section 8(2) of the *Community Charter*.
- D. The Regional District has consented to the provision of assistance within the electoral areas under section 13(2) on the terms and conditions set out in this Agreement.

NOW THEREFORE in consideration of the premises and of the mutual promises contained in this Agreement, the Parties covenant and agree as follows:

1. DEFINITIONS

1.1. In this Agreement,

"**CAO**" means the Chief Administrative Officer of a party.

"**Disaster**" means "Disaster" as defined in the *Emergency Program Act*.

"**EOC**" means "Emergency Operations Centre";

"**EOC director**" means chief administrative officer, or designate, of the jurisdiction experiencing an Emergency and/or Disaster;

"**EPA**" means the *Emergency Program Act* for British Columbia;

"**Emergency**" means 'emergency' as defined in the *Emergency Program Act*;

"**Plan**" means the Comox Valley emergency plan, as amended from time to time;

"**Program area**" means the boundaries of the area as defined in Section 2;

"**Requesting party**" means the jurisdiction requesting resources;

"**Resources**" means the resources necessary or useful to meet an Emergency or Disaster including vehicles, equipment, personnel, supplies and provisions;

"**Providing Party**" means the local jurisdiction providing resources to the requesting party.

2. BOUNDARIES

2.1. The Program area boundaries shall consist of the area within the boundaries of the City of Courtenay, Town of Comox, Village of Cumberland and electoral areas A, B, and C of the Comox Valley Regional District.

3. TERM

3.1. This Agreement shall be in effect for a term of five (5) years, commencing on _____ and ending on _____ (the "Term").

4. DECLARATION OF LOCAL EMERGENCY

4.1. This Agreement contemplates that a party may declare a state of local emergency in accordance with the EPA and/or the Plan.

4.2. A party should activate the Plan as determined by each local government.

5. SERVICES

5.1. Each party to this Agreement shall mobilize and utilize its own Resources as effectively as practicable to respond to a Disaster or Emergency before seeking assistance under section 5.2.

5.2. A party that considers it is in need of assistance to address an Emergency or Disaster may request assistance from one or more of the parties and the party or parties receiving the request shall provide the assistance requested, subject to the terms of this Agreement.

- 5.3. Requests for assistance shall be authorized by the local authority of the Requesting party in a local emergency, using a form EOC 514 or any form that replaces this form. A Providing Party may rely upon the request without inquiring further regarding authority.
- 5.4. It is understood and agreed that Resources requested under section 5.2 may be deployed outside the jurisdiction of the Providing Party.
- 5.5. The extent of the assistance given will be at the discretion of the EOC director of the Providing Party having due regard for its own need for the Resources at the time of the request.
- 5.6. The parties acknowledge that the Providing Party:
 - a) In considering whether and to what extent it will respond to a request for assistance under section 5.2 consider the interests of the residents of its own jurisdiction and refuse to provide assistance where it considers in good faith that the Resources will be imminently required within its own jurisdiction; and
 - b) does not assume any responsibilities or liabilities by providing or not providing assistance under this Agreement except as expressly set out in this Agreement.
- 5.7. The Providing Party shall use reasonable efforts that are practicable in the circumstances in supplying Resources to ensure that equipment that is supplied is in good working order.
- 5.8. Resources supplied under this Agreement may be recalled at any time by the CAO of the Providing Party or that person's lawfully appointed designate where she or he determines that the personnel or equipment are required by the Providing Party.
- 5.9. As soon as an Emergency or Disaster has been brought under control, Resources of a Providing Party shall be released first before any local Resources are released. If there is more than one Providing Party then the Requesting party shall release Resources of the Providing Party in an even handed manner.
- 5.10. It is agreed and understood that this Agreement:
 - a) does not terminate pre-existing mutual aid agreements; nor
 - b) impair the right of any party to negotiate supplemental mutual aid agreements that are not incompatible with the terms of this Agreement.
- 5.11. If there is a conflict between the terms of this Agreement and the terms of another mutual aid agreement with a party, the terms of this Agreement prevail.
- 5.12. Assistance extended pursuant to this Agreement shall be provided in accordance with current governing legislation, the EPA and the British Columbia Emergency Response Management System (BCERMS).

6. COST RECOVERY

- 6.1. The Parties agree to the following cost recovery principles as outlined below:
- a) The Requesting party shall pay and reimburse all reasonable costs incurred by the Providing Party in connection with the gathering, movement and deployment of Resources to address the Emergency Disaster in respect of which the Requesting party has requested assistance to the Providing Party, including without limitation, vehicles, equipment, personnel, supplies and provisions.
 - b) A Requesting party shall pay to the Providing Party:
 - (i) Salaries, wages and other employment expenses of employees or members of volunteer emergency programs, if such volunteers are entitled to compensation under their arrangements with the providing party for the time spent by such persons combating the Emergency or Disaster in the Requesting party's area.
 - (ii) Fair market value of supplies, provisions or other property which is destroyed, consumed, damaged beyond repair or otherwise is of no further practical use to the Providing Party.
 - c) Following the cessation of the Emergency or Disaster, the Providing Party shall submit an invoice to the Requesting party for payment pursuant to article 6.1(b) and the Requesting party shall make payment within ninety (90) days of receipt, or as otherwise agreed by the Providing Party and the Requesting party.
 - d) The Requesting party shall be responsible for the operating costs of vehicles or equipment provided, including reasonable repair costs while the vehicles or equipment are in the possession of the Requesting party, but shall not be required to pay rent or any other charges for breakdown or damage to the Providing Party for the use of the equipment.
 - e) The Requesting party will assume direction and control over Resources provided under this Agreement as soon as the Resources are assigned and received by the Requesting party. Resources may include an operator for vehicles or equipment at the discretion of the Providing Party.
 - f) A Requesting party shall return Resources to a Providing Party in the same working condition as when the Resources were provided. Equipment shall be deemed to be provided in good working order unless otherwise noted by the Requesting party at the time of acceptance.

7. INDEMNITY

- 7.1. A Requesting party shall indemnify and save harmless a Providing Party from any claim, loss, cost, expense, damage or injury to persons (including death) or property arising from or attributable to the performance by the Providing Party or its employees, agents or volunteers of anything under this Agreement unless acts were done or omitted to be done in a grossly negligent, y malicious or willful manner.

8. INSURANCE

- 8.1. Each party shall take out and maintain a minimum of five million (\$5,000,000) comprehensive general liability insurance policy in good standing with the Municipal Insurance Association during each year of the Term of the Agreement in the amount of not less than five million (\$5,000,000.00) dollars per occurrence for bodily injury (including death), personal injury and property damage.
- 8.2. The policy of insurance under section 8.1 shall include but not be limited to the following coverage:
- a) all premises and operations necessary or incidental to the performance of this Agreement;
 - b) products and completed operations;
 - c) “broad form” property damage;
 - d) cross liability.
- 8.3. Each party shall procure and maintain at its own cost during the entire term of this Agreement automobile insurance for owned and/or leased vehicles as required by the laws of British Columbia and as required under any motor vehicle lease agreement. The minimum limit of third party liability shall be two million dollars (\$2,000,000) inclusive per occurrence for bodily injury, or death of another, or loss or damage to property of another.

9. TERMINATION

- 9.1. A party may cancel all or any part of this Agreement for any reason by providing notice, in writing, to the other Parties, not less than twelve (12) months prior to the proposed cancellation. Despite a termination under section 9.1, the Agreement will continue in force between the remaining Parties.

10. DISPUTE RESOLUTION

- 10.1. If a dispute relating to this Agreement should arise, and the Parties cannot settle the dispute through negotiation, then the Parties must attempt in good faith to resolve the dispute through mediation before resorting to binding arbitration or litigation. If the matter does proceed to arbitration, arbitration shall be conducted pursuant to the *Commercial Arbitration Act* (British Columbia).
- 10.2. If any dispute is referred to mediation or to an arbitrator appointed under the *Commercial Arbitration Act*, the costs of the arbitration shall be borne equally by the parties involved in the dispute, but each party shall be responsible for its own costs.

11. TIME

11.1. Time is to be the essence of this Agreement.

12. BINDING EFFECT

12.1. This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.

13. WAIVER

13.1. The waiver by a party or parties of any failure on the part of the other party or Parties 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.

14. HEADINGS

14.1. The headings in this Agreement are inserted for convenience and reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.

15. LANGUAGE

15.1. Wherever the singular, masculine and neutral 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.

16. COUNTERPART

16.1. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument.

17. CUMULATIVE REMEDIES

17.1. 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.

18. LAW APPLICABLE

18.1. This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

The terms of this Agreement are hereby agreed to, as at the date first above written.

COMOX VALLEY REGIONAL DISTRICT

Edwin, Grieve, Chair

James Warren
Corporate Legislative Officer

CITY OF COURTENAY

Name and title

Name and Title

TOWN OF COMOX

Name and Title

Name and Title

VILLAGE OF CUMBERLAND

Name and Title

Name and Title

COMOX VALLEY EMERGENCY PROGRAM ADMINISTRATION SERVICE AGREEMENT

THIS AGREEMENT MADE THIS _____ DAY OF _____, 20_____.

BETWEEN:

COMOX VALLEY REGIONAL DISTRICT

600 Comox Road
Courtenay, BC V9N 3P6

(the "CVRD")

AND:

THE CORPORATION OF THE CITY OF COURTENAY

830 Cliffe Avenue
Courtenay, B.C. V9N 2J7

(the "Municipality")

WHEREAS:

- A. The CVRD, together with the City of Courtenay, the Town of Comox and the Village of Cumberland, have prepared, developed and implemented the Comox Valley Emergency Plan as a local emergency plan under the *Emergency Program Act* (the "Plan"), and;
- B. The Plan is the most important component of the Comox Valley Emergency Program (the "Program") and;
- C. The CVRD has established a service within electoral areas A (Baynes Sound – Denman/Hornby Islands), B (Lazo North) and C (Puntledge – Black Creek) to provide for the preparation for emergencies, by adoption of Bylaw No. 1341 being "Electoral Areas A, B, and C Emergency Program Extended Service Establishment Bylaw, 1991"
- D. The CVRD agrees to provide administration services for the Program to the City of Courtenay and;
- E. The CVRD has the power to enter into this agreement pursuant to section 176(1)(b) of the *Local Government Act* and the Municipality has the power to enter into this agreement pursuant to section 8(2) of the *Community Charter*.

NOW THEREFORE in consideration of the premises and of the mutual promises contained in this agreement, the parties covenant and agree as follows:

1. DEFINITIONS

1.1. In this Agreement,

"**Administrative Committee**" as defined in the Plan as the chief administrative officers of the four participating local governments, being the Village of Cumberland, Town of Comox, City of Courtenay and the Comox Valley Regional District

"**EPA**" means the *Emergency Program Act* for British Columbia.

"**Emergency**" means emergency as defined in the *Emergency Program Act*.

"**CVRD committee of the whole**" means "Executive Committee" as defined in the Plan.

“Participating Areas” means the City of Courtenay, the Town of Comox, the Village of Cumberland and electoral areas A _____, B _____, and C _____ of the CVRD.

“Plan” means the Comox Valley emergency plan.

"CVEP Planning Committee" means “CVEP Planning Committee” as defined in the Plan

“Program” means a program of preparation for and response to and, where applicable, recovery from an Emergency or Disaster within the Program area.

2. PROGRAM

- 2.1. The CVRD is responsible for the administration of the Program including contract administration, grant administration, financial services and legislative services.
- 2.2. The Program shall be approved and amended from time to time by the Administrative Committee.

3. TERM

- 3.1. This Agreement shall be in effect for a term of five (5) years, commencing on _____ and ending on _____ (the "Term").

4. FEE FOR SERVICE

- 4.1. Eligible costs incurred by the CVRD in administering, maintaining and operating the Program are listed in Appendix A.
- 4.2. Total eligible costs are determined each year as part of the CVRD financial planning process and will be on a fee for service agreement basis with each of the municipal jurisdictions.
- 4.3. The CVRD will invoice the Municipality for the annual fee for service which shall be due and payable before July 15 of each year.

5. COST SHARING

- 5.1. Cost sharing among the Participating Areas shall be on the basis of converted values for hospital purposes at the completed roll.

6. COMMITTEES

- 6.1. The Program shall be administered by the following committees: the administrative, CVRD committee of the whole and CVEP Planning Committees, and any other sub-committees considered necessary by the parties. The membership and terms of reference of the committees and any sub-committees shall be determined in accordance with the Plan.

7. COORDINATOR

- 7.1. The CVRD is responsible for contracting the services of an emergency coordinator and deputy coordinator for the purpose of regional program requirements.
- 7.2. The duties and responsibilities will be identified in the scope of work attached to an agreement for each of the coordinator and deputy coordinator and will be set out in Appendix B.

8. POWERS

- 8.1. The Municipality and the Regional District may declare a state of local emergency will be in accordance with the EPA and/or the Plan.
- 8.2. A party may activate the Plan as determined by each party.

9. INDEMNITY

- 9.1. A Requesting party shall indemnify and save harmless a Providing party from any claim, loss, cost, expense, damage or injury to persons (including death) or property arising from or attributable to the performance by the Providing party or its employees, agents or volunteers of anything under this Agreement unless acts were done or omitted to be done in a grossly negligent, malicious or willful manner.

10. INSURANCE

- 10.1. Each party shall take out and maintain a minimum of five million (\$5,000,000) comprehensive general liability insurance policy in good standing during each year of the Term of the Agreement in the amount of not less than five million (\$5,000,000.00) dollars per occurrence for bodily injury (including death), personal injury and property damage.
- 10.2. The policy of insurance under section 10.1 shall include but not be limited to the following coverage:
- a) all premises and operations necessary or incidental to the performance of this Agreement;
 - b) products and completed operations;
 - c) “broad form” property damage;
 - d) cross liability.
- 10.3. Each party shall procure and maintain at its own cost during the entire term of this Agreement automobile insurance for owned and/or leased vehicles as required by the laws of British Columbia and as required under any motor vehicle lease agreement. The minimum limit of third party liability shall be two million dollars (\$2,000,000) inclusive per occurrence for bodily injury, or death of another, or loss or damage to property of another.
- 10.4. The City of Courtenay and the CVRD shall procure and maintain at their own cost during the entire term of this Agreement automobile insurance for owned and/or leased vehicles as required by the laws of British Columbia and as required under any motor vehicle lease agreement. The minimum limit of third party liability shall be two million dollars (\$2,000,000) inclusive per occurrence for bodily injury, or death of another, or loss or damage to property of another.

11. TERMINATION

- 11.1. The City of Courtenay and the CVRD reserve the right to terminate this Agreement for any reason by providing notice, in writing, to the other, no less than twelve (12) months prior to the proposed cancellation.

12. DISPUTE RESOLUTION

- 12.1. If a dispute relating to this Agreement should arise, and the parties cannot settle the dispute through negotiation, then the parties must attempt in good faith to resolve the dispute through mediation before resorting to binding arbitration or litigation. If the matter does proceed to arbitration, arbitration shall be conducted pursuant to the *Commercial Arbitration Act* (British Columbia).
- 12.2. If any dispute is referred to mediation or to an arbitrator appointed under the *Commercial Arbitration Act*, the costs of the arbitration shall be borne equally by the CVRD and the Municipality but each party shall be responsible for its own costs.

13. TIME

- 13.1. Time is to be the essence of this Agreement.

14. BINDING EFFECT

- 14.1. This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.

15. WAIVER

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

16. HEADINGS

- 16.1. The headings in this Agreement are inserted for convenience and reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.

17. LANGUAGE

- 17.1. 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.

18. CUMULATIVE REMEDIES

- 18.1. 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.

19. LAW APPLICABLE

- 19.1. This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

The terms of this Agreement are hereby agreed to, as at the date first above written.

COMOX VALLEY REGIONAL DISTRICT

Edwin Grieve, Chair

James Warren, Corporate Legislative Officer

THE CITY OF COURTENAY

Name and title

Name and Title

APPENDIX A

Eligible Costs

- support services: support services include the program's share (allocation) of general administration costs as calculated each budget year using a board approved "Support Services and Other Cost Allocations" policy. Support services include all costs relating to corporate service activities, i.e. management; corporate administration and legislative services; finance; corporate office space; human resources; information systems and fiscal services.
- operational grant for emergency social services
- permits/licenses
- miscellaneous, office expenses and postage
- telephone and alarm lines
- training/development and conferences – for coordinator/deputy coordinator and related local training needs funded through grants
- travel – for coordinator/deputy coordinator
- advertising
- dues and memberships
- liability insurance
- property insurance for leased facilities, contents and mobile command post equipment
- legal fees
- professional fees for coordinator and deputy coordinator
- building repairs/maintenance
- heating, hydro
- building rental/lease
- equipment repairs/maintenance
- vehicle licence and insurance
- vehicle repairs/maintenance
- minor capital
- reserve contribution
- capital

Eligible Costs specific to a municipality

- Each municipality may determine they wish to receive additional services not specifically provided. Additional services would be specifically listed and accounted for on a municipal by municipal basis.

In-eligible Costs

- Are those costs that are specific to the CVRD emergency planning needs and shall be identified separately using a specific project code. Specific CVRD emergency planning needs may include business continuity planning, emergency planning specific to the electoral areas, etc.

THE CORPORATION OF THE CITY OF COURTENAY

9

REPORT TO COUNCIL

FILE #: 760-20

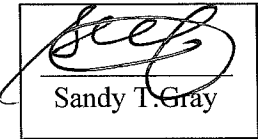
FROM: Director of Financial Services/Deputy CAO

DATE: November 1, 2012

RE: Establishment of a Council Select Committee: East Courtenay Fire Hall/Training Centre Project Review Committee

C.A.O.'S COMMENTS/RECOMMENDATIONS:

That the recommendation of the Director of Financial Services/Deputy CAO be accepted.


Sandy T. Gray

RECOMMENDATION:

That Council establish a new Select Committee, being the "East Courtenay Fire Hall/Training Centre Project Review Committee";

That the representation on the Committee shall total four in number, of which two members shall be the Director of Financial Services and the Courtenay Fire Chief, and two members shall be two members of Council which are appointed by Council; and

That Council approve the attached Draft Terms of Reference as the guiding Terms of Reference for the Committee.

PURPOSE:

To establish a Select Committee of Council who will review the proposed East Courtenay Fire Hall/Training Centre project, and provide recommendations for Council consideration.

BACKGROUND:

Section 142 of the *Community Charter* provides authorization for a Council to establish and appoint a select committee to consider or inquire into any matter and to report its findings and opinion to the Council. At least one member of a select committee must be a Council member.

DISCUSSION:

Since 2005 the City's Strategic Plans have identified the need to plan for fire protection and other emergency response capacity in East Courtenay, with the current strategic plan specifically identifying the objective to "create a combined emergency services building in East Courtenay for Fire Department, Ambulance, Comox Valley Ground Search and Rescue, and Comox Valley Emergency Plan".

In keeping with Council's direction, land located at 220 Waters Road was acquired in 2005 for the purpose of providing for the future need of a satellite fire hall complex in East Courtenay. In 2011 and 2012, staff worked with Fletcher Pettis Consultants to define the project, and brought the Project Definition Report forward to Council for consideration in June 2012.

While Council was supportive of the project as proposed in June 2012, subsequent commentary from the public and neighbouring communities indicated that Council needs further time to

examine and assess the proposed project.

It is recommended that Council establish a Select Committee of Council to facilitate the project review process.

FINANCIAL IMPLICATIONS:

Some costs are anticipated with activities the Select Committee will need to do to carry out its mandate. For example, the committee may wish to visit similar fire/training centres on Vancouver Island.

STRATEGIC PLAN REFERENCE:

Value Statement 1 – A Safe and Caring Community

Goal 1: Ensure protective services meet community needs.

Objective (a): Create a combined emergency services building in east Courtenay for Fire Department, Ambulance, CV Ground Search and Rescue, and Comox Valley Emergency Program.

OCP SUSTAINABILITY REFERENCE:

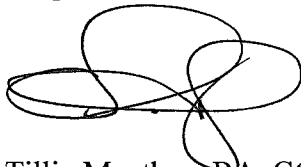
4.11.3 Fire and Rescue

To improve fire fighting capacity, consideration will be given to the development of a fire hall on the eastern side of the City.

REGIONAL GROWTH STRATEGY REFERENCE:

n/a

Respectfully submitted,



Tillie Manthey, BA, CGA
Director of Financial Services/Deputy CAO

G:\FINANCE\TMREPORTS\COUNCIL\2012 East Courtenay Fire Hall & Training Centre Project Committee.docx

City of Courtenay

DRAFT Terms of Reference

East Courtenay Fire Hall/Training Centre Project Review Committee

Legislation and Policy Analysis

Section 142 of the Community Charter provides authorization for a Council to establish and appoint a select committee to consider or inquire into any matter and to report its findings and opinion to the council. At least one member of a select committee must be a council member.

Under City Policy #550.02, all boards, committees and commissions are considered to be advisory to Council unless otherwise stated in the bylaw or resolution governing that board, committee or commission. Council may appoint special ad hoc committees from time to time to undertake the review of a specific issue or short term project. The Administrator shall appoint a staff member as a liaison/resource member to all boards, committees, and commissions.

Policy #550.02 and Procedure Bylaw #2492 establish rules of procedure for committees established by Mayor and/or Council.

Purpose of the Committee

The key objective of the East Courtenay Fire Hall Committee/Training Centre Project Review Committee is to examine the proposed new east Courtenay fire hall/training centre project. The committee will review and provide input to Council on the following:

1. Location of the second fire hall/training centre facility
2. Review of the proposed East Firehall/Training Centre Project
3. Review of fire halls and/or training centres in other similar communities
4. Compatible uses to be considered for inclusion in the fire hall facility – ie. fire response, training centre, emergency program, search and rescue, ambulance service.
5. Opportunities for interface with neighbouring responders
6. Financial considerations
7. Development of construction timelines

Committee Structure and Representation

The East Courtenay Fire Hall/Training Centre Project Review Committee is a Select Committee of Council. The number of Committee members shall total four, and representation on the Committee shall be two members of Council, the Fire Chief, and the Director of Financial Services/Deputy CAO.

Code of Conduct

All participants of the committee will endeavour to:

- Support an open and inclusive process
- Treat others with courtesy and respect
- Listen attentively with an aim to understand
- Speak in terms of interests versus positions
- Be open to outcomes, not attached to outcomes
- Focus on service provision
- Share and discuss ideas from a professional perspective

This select committee shall operate in compliance with the City of Courtenay respectful workplace policy and the Council code of conduct.

Frequency of Meetings

Meetings shall be as required to examine the proposed East Courtenay Fire Hall/Training Centre project.

Process Management

The City of Courtenay will manage and schedule all meetings and provide administrative support as needed.

Expectations and Outcomes

While primary responsibility for the management and provision of fire services is vested in management and is overseen by Council, the committee will assist in this management responsibility through provision of input, perspective, specific expertise and recommendations to Council via related City of Courtenay staff reports. All relevant City staff reports shall include a discussion under the heading of "Select Committee" that shall include a summary of the committee views on the matter.

Accountability

The City staff position assigned the responsibility for the Committee must ensure that the agenda and all material are provided to the members at least three days prior to the meeting. Items of new business are to be included and provided as part of the agenda and will generally not be received for the first time at the meeting. Time sensitive matters may be considered at the consensus of the committee and should be distributed to committee members prior to the meeting.

Committee Support

The City Legislative Services Department shall support the committee by providing all administrative services including agenda preparation, minute-taking, coordination of tasks, and preparation and coordination of all media releases and related activities.



Royal Canadian
Mounted Police

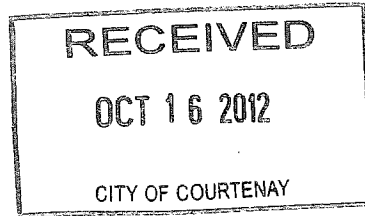
Gendarmerie royale
du Canada

Security Classification/Designation
Classification/désignation sécuritaire

Unclassified

Officer in Charge
Comox Valley Detachment
800 Ryan Road
Courtenay, BC V9N 7T1

Mayor and Council
City of Courtenay
830 Cliffe Avenue
Courtenay, BC V9N 2J7



Your File - Votre référence

Our File - Notre référence

302-2

Date

October 9th, 2012

FOR INFO

Dear Mayor and Council:

Re: Comox Valley RCMP Monthly Policing Report - September, 2012

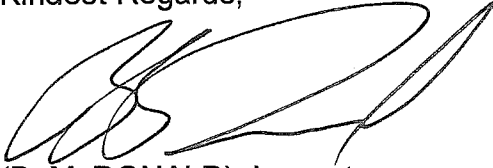
The following is a brief overview of some of the more significant events and activities of the Comox Valley Detachment for the month of September, 2012.

- With the beginning of the 2012 school year, member of the Comox Valley RCMP Detachment have been actively conducting traffic enforcement in key areas around the area, specifically concentrating on school zones. Speeding in and around school zones remains a priority for the detachment traffic section. Another of the priorities continues to be distracted driving enforcement and education. To date in 2012 there have been 180 violation tickets issued for Using Electronic Devices While Driving. Even with the penalty of \$167, some drivers continue to talk or text on their cell phones.
- The renovations to the Comox Valley RCMP Detachment cell block are substantially completed. The renovations were conducted in two phases so as to minimize disruptions to the daily operations of the cell block area. The renovations made improvements in several key aspects of cell block operation and should provide a much needed upgrade to the entire area.
- The Comox Valley Detachment Auxiliary program continues to provide an excellent service to the detachment and the Comox Valley. Auxiliary Constables continue to provide countless volunteer hours in areas such as accompanying regular members during their patrols, school education programs, crime

prevention education and other duties. To date in 2012, the Auxiliary Constables have contributed over 3000 hours of volunteer time to the community.

Should you wish to discuss this report or any other matter, please feel free to contact me.

Kindest Regards;

A handwritten signature in black ink, appearing to read 'B. McDonald', written in a cursive style.

(B. McDONALD), Inspector
Officer in Charge
Comox Valley RCMP Detachment

THE CORPORATION OF THE CITY OF COURTENAY
BYLAW NO. 2719

A bylaw to amend Official Community Plan Bylaw No. 2387, 2005

WHEREAS the Council has adopted an Official Community Plan and a Zoning Bylaw;

AND WHEREAS, pursuant to Section 895 of the *Local Government Act*, the Council shall, by bylaw, establish procedures to amend a plan or bylaw or issue a permit;

NOW THEREFORE the Council of the Corporation of the City of Courtenay in open meeting assembled enacts as follows:

1. This bylaw may be cited for all purposes as “**Official Community Plan Amendment Bylaw No. 2719, 2012**”.

2. That Official Community Plan Bylaw No. 2387, 2005 be amended as follows:
 - (a) by changing the designation of Amended Lot 5 (DD 40086N), Block 1, District Lot 127, Comox District, Plan 1951 as shown in bold outline on Attachment “A” which is attached hereto and forms part of this bylaw, from Urban Residential to Multi-Residential Use;

 - (b) That Map #2, Land Use Plan be amended accordingly as shown in bold outline on Attachment “A” which is attached hereto and forms part of this bylaw.

3. This bylaw shall come into effect upon final adoption hereof.

Read a first time this 5th day of November, 2012

Read a second time this 5th day of November, 2012

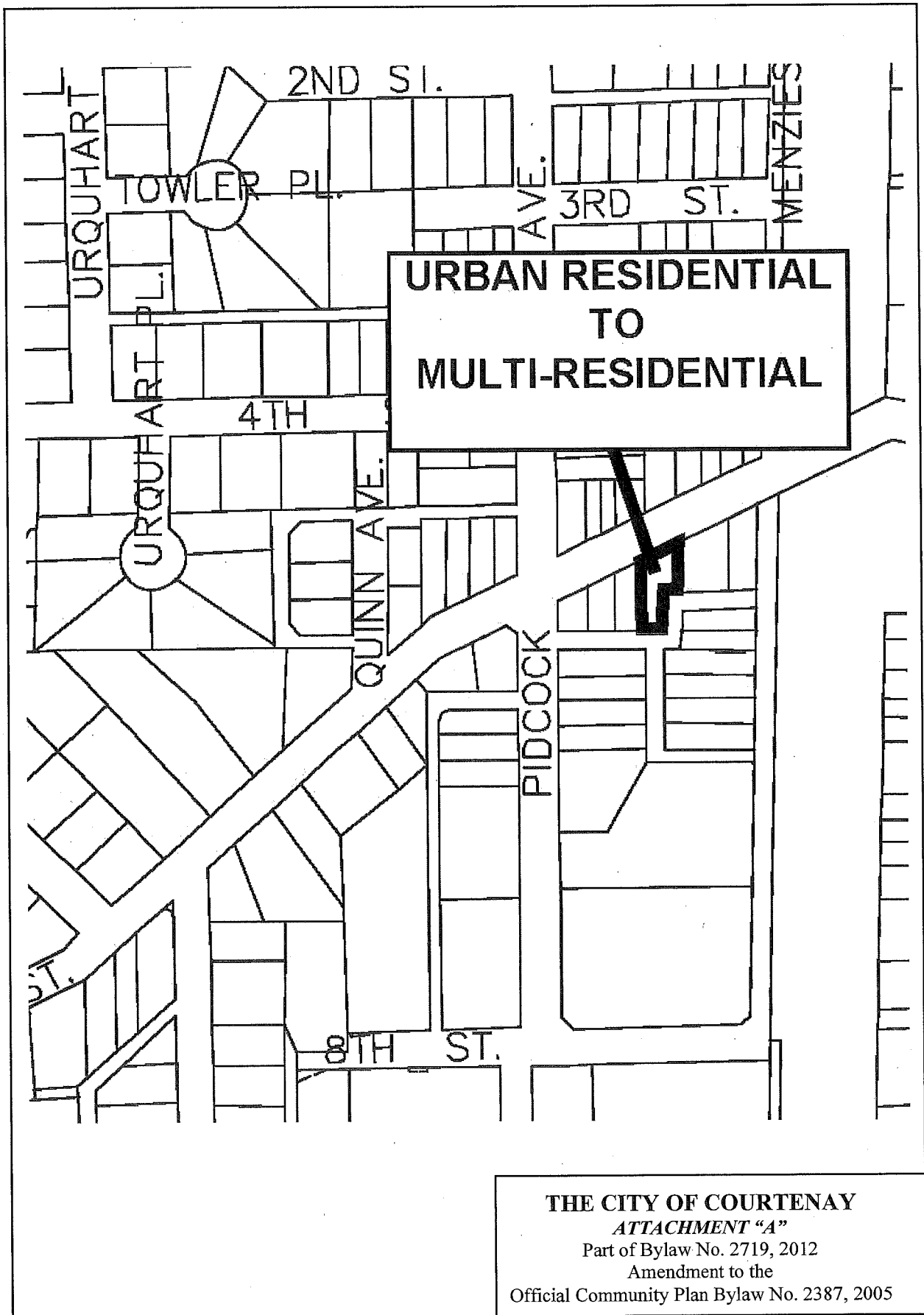
Considered at a Public Hearing this day of , 2012

Read a third time this day of , 2012

Finally passed and adopted this day of , 2012

Mayor

Director of Legislative Services



THE CORPORATION OF THE CITY OF COURTENAY

BYLAW NO. 2720

A bylaw to amend Zoning Bylaw No. 2500, 2007

WHEREAS the Council has given due regard to the consideration given in Section 903 of the *Local Government Act*;

NOW THEREFORE the Council of the Corporation of the City of Courtenay in open meeting assembled enacts as follows:

1. This bylaw may be cited for all purposes as “Zoning Amendment Bylaw No. 2720, 2012”.
2. That “Zoning Bylaw No. 2500, 2007” be hereby amended as follows:
 - (a) by rezoning Amended Lot 5 (DD 40086N), Block 1, District Lot 127, Comox District, Plan 1951, as shown in bold outline on **Attachment A** which is attached hereto and forms part of this bylaw, from Residential Two Zone (R-2) to Residential Four B Zone (R-4B);
 - (b) That subsection 8.4.30(1) be removed from the Residential Four B zone (R-4B); and
 - (c) That Zoning Bylaw No. 2500, 2007, Schedule No. 8 be amended accordingly;
3. This bylaw shall come into effect upon final adoption hereof.

Read a first time this 5th day of November, 2012

Read a second time this 5th day of November, 2012

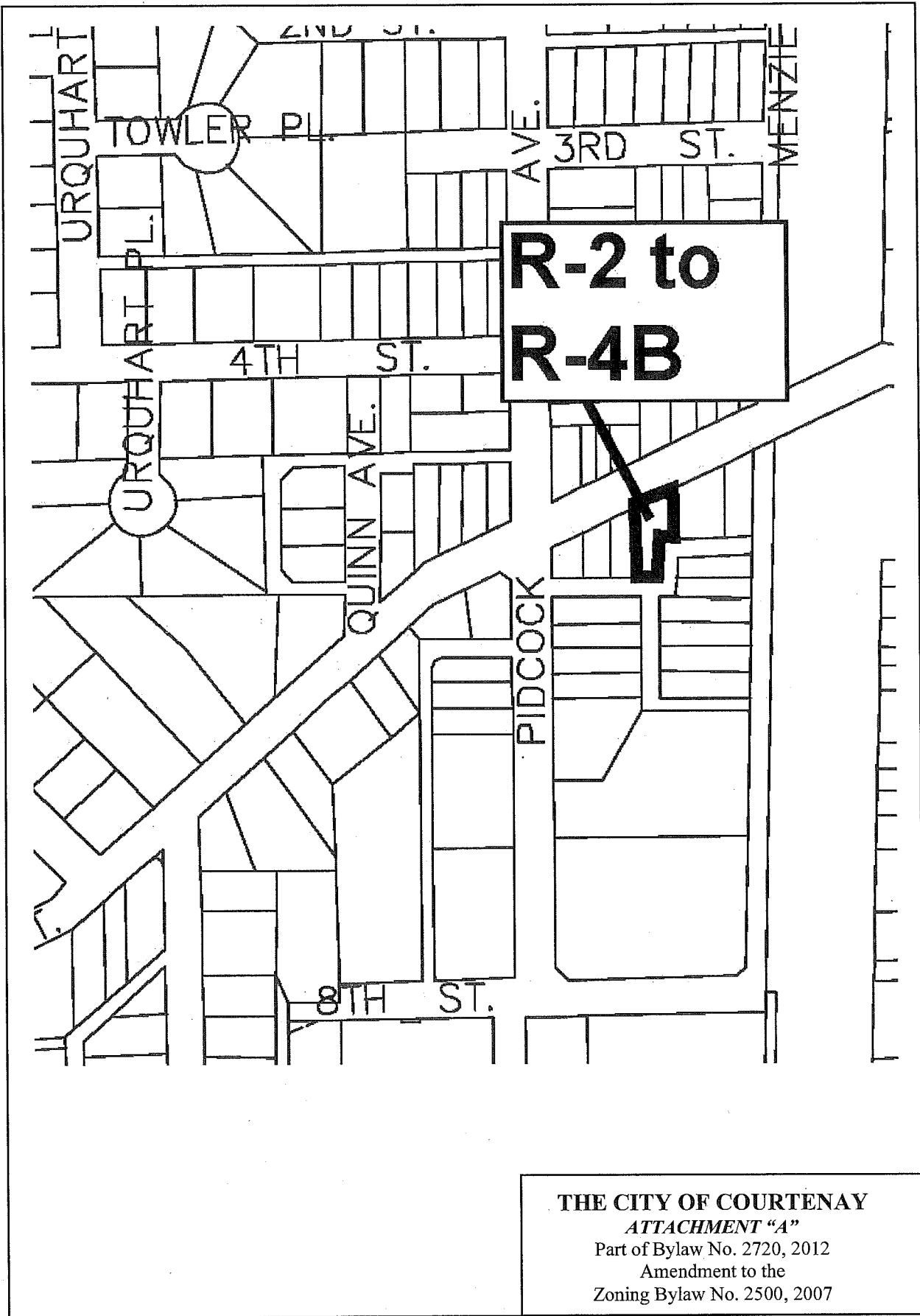
Considered at a Public Hearing this day of , 2012

Read a third time this day of , 2012

Finally passed and adopted this day of , 2012

Mayor

Director of Legislative Services



**R-2 to
R-4B**

THE CITY OF COURTENAY
ATTACHMENT "A"
Part of Bylaw No. 2720, 2012
Amendment to the
Zoning Bylaw No. 2500, 2007

THE CORPORATION OF THE CITY OF COURTENAY

BYLAW NO. 2725

A bylaw to amend Zoning Bylaw No. 2500, 2007

WHEREAS the Council has given due regard to the consideration given in Section 903 of the *Local Government Act*;

NOW THEREFORE the Council of the Corporation of the City of Courtenay in open meeting assembled enacts as follows:

1. This bylaw may be cited for all purposes as “Zoning Amendment Bylaw No. 2725, 2012”.
2. That “Zoning Bylaw No. 2500, 2007” be hereby amended as follows:
 - (a) by rezoning Lot 21, District Lot 158, Comox District, Plan VIP77946, as shown in bold outline on **Attachment A** which is attached hereto and forms part of this bylaw, from Residential One B Zone (R-1B) to Residential One S Zone (R-1S);
 - (b) That Zoning Bylaw No. 2500, 2007, Schedule No. 8 be amended accordingly.
3. This bylaw shall come into effect upon final adoption hereof.

Read a first time this 5th day of November, 2012

Read a second time this 5th day of November, 2012

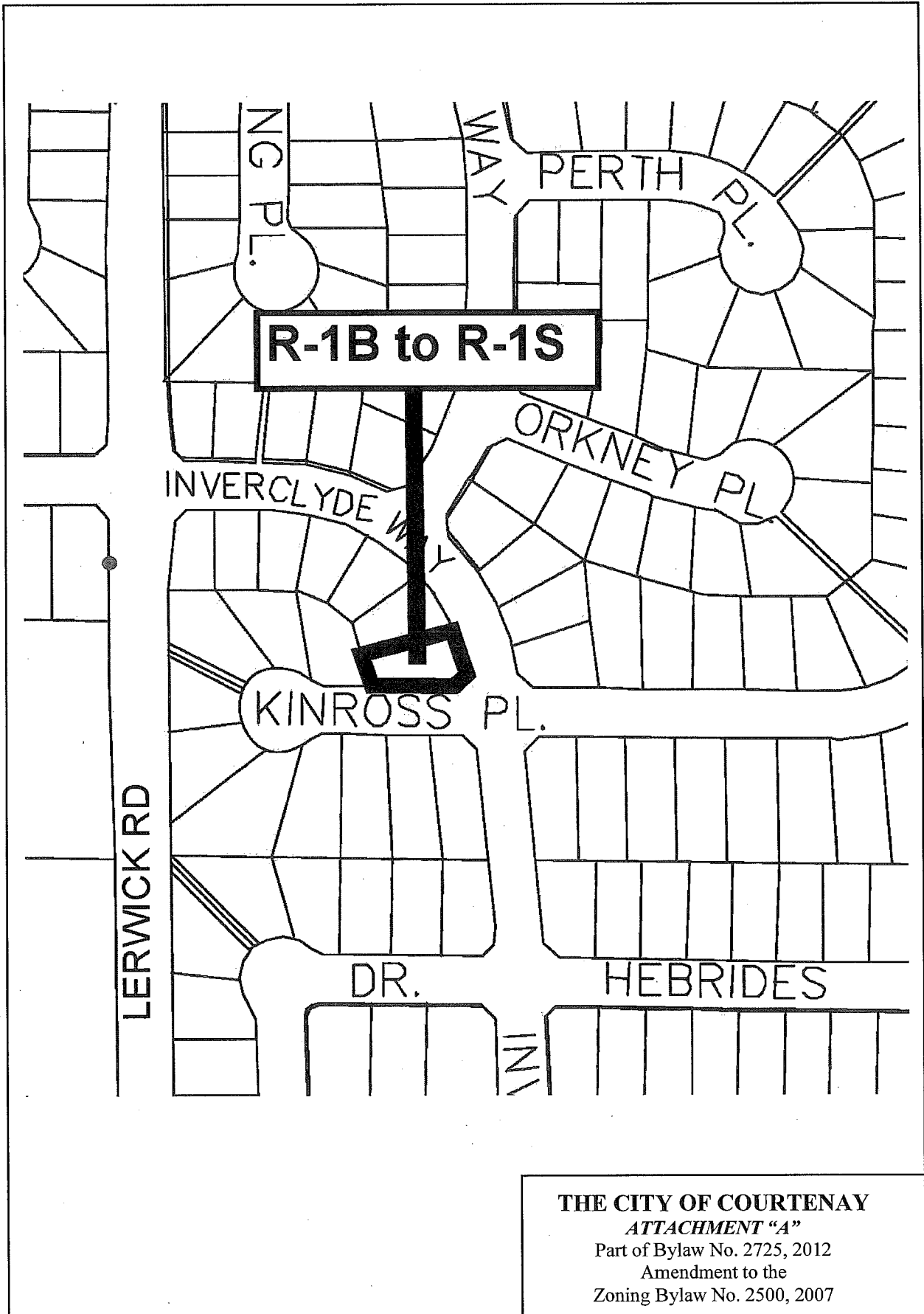
Considered at a Public Hearing this day of , 2012

Read a third time this day of , 2012

Finally passed and adopted this day of , 2012

Mayor

Director of Legislative Services



THE CITY OF COURTENAY

ATTACHMENT "A"

Part of Bylaw No. 2725, 2012

Amendment to the

Zoning Bylaw No. 2500, 2007

THE CORPORATION OF THE CITY OF COURTENAY

BYLAW NO. 2714

A bylaw to amend Official Community Plan Bylaw No. 2387, 2005

WHEREAS the Council has adopted an Official Community Plan and a Zoning Bylaw;

AND WHEREAS, pursuant to Section 895 of the *Local Government Act*, the Council shall, by bylaw, establish procedures to amend a plan or bylaw or issue a permit;

NOW THEREFORE the Council of the Corporation of the City of Courtenay in open meeting assembled enacts as follows:

1. This bylaw may be cited for all purposes as **“Official Community Plan Amendment Bylaw No. 2714, 2012”**.
2. That Official Community Plan Bylaw No. 2387, 2005 be amended as follows:
 - (a) by changing the designation of Lot 3, District Lot 236, Comox District, Plan VIP70439, shown in bold outline on Attachment “A” which is attached hereto and forms part of this bylaw, from Parks and Recreation to Public/Institutional Uses
 - (b) That Map #2, Land Use Plan be amended accordingly.
3. This bylaw shall come into effect upon final adoption hereof.

Read a first time this 5th day of November, 2012

Read a second time this 5th day of November, 2012

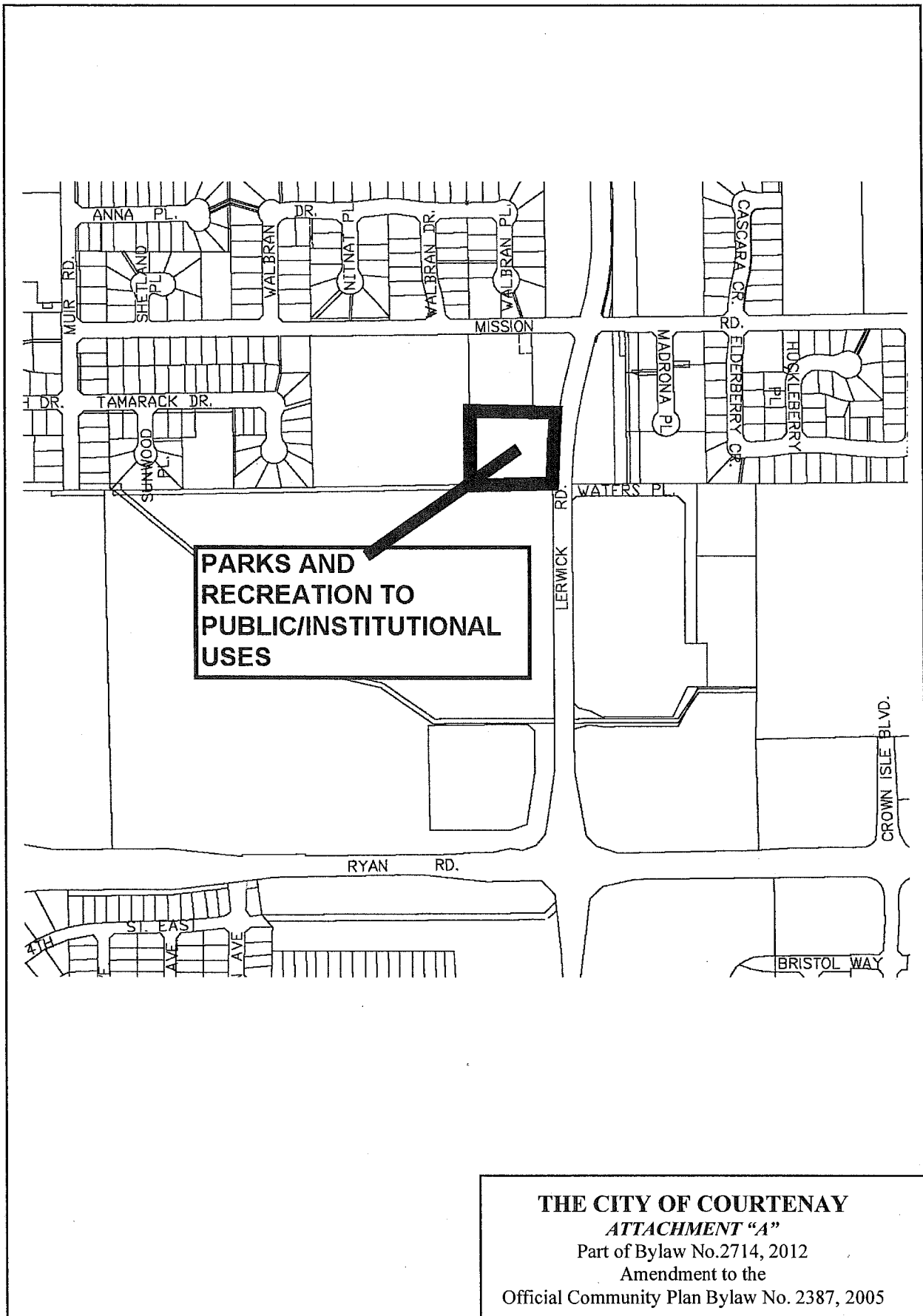
Considered at a Public Hearing this day of , 2012

Read a third time this day of , 2012

Finally passed and adopted this day of , 2012

Mayor

Director of Legislative Services



**PARKS AND
RECREATION TO
PUBLIC/INSTITUTIONAL
USES**

THE CITY OF COURTENAY
ATTACHMENT "A"
 Part of Bylaw No.2714, 2012
 Amendment to the
 Official Community Plan Bylaw No. 2387, 2005

THE CORPORATION OF THE CITY OF COURTENAY

BYLAW NO. 2715

A bylaw to amend Zoning Bylaw No. 2500, 2007

WHEREAS the Council has given due regard to the consideration given in Section 903 of the *Local Government Act*;

NOW THEREFORE the Council of the Corporation of the City of Courtenay in open meeting assembled enacts as follows:

1. This bylaw may be cited for all purposes as “**Zoning Amendment Bylaw No. 2715, 2012**”.
2. That “Zoning Bylaw No. 2500, 2007” be hereby amended as follows:
 - (a) That “Zoning Bylaw No. 2500, 2007, Division 8, Classification of Zones” be amended by adding Section 29 as follows and renumbering the remainder of the bylaw accordingly:

<p>Part 29 – Public Use and Assembly Four Zone (PA-4) for VIHA/NIC Hospital Site</p>

8.29.1 Permitted Uses

In the PA-4 zone, the following uses are permitted and all other uses are prohibited except as otherwise noted in this Bylaw:

- (1) Hospital and related uses
- (2) *Care facilities*
- (3) *Hospital related commercial uses including but not limited to gift shop, confectionary store, coffee shop, pharmacy.*
- (4) Medical related education and training facilities
- (5) Parkade
- (6) Helipad

8.29.2 Minimum Lot Size

A lot shall have an area of not less than 2,500 m².

8.29.3 Minimum Lot Frontage

A lot shall have a frontage of not less than 45.0 m.

8.29.4 Lot Coverage

A *lot* shall not be covered by buildings and *accessory* buildings to a greater extent than forty percent (40%) of the total area of the *lot*.

8.29.5 Setbacks

Except as otherwise noted in this bylaw, the following minimum *setback* requirements shall apply:

- (1) *Front yard:* 7.5 m
- (2) *Rear yard:* 10.0 m
- (3) *Side yard:* 9.0 m

8.29.6 Height of Buildings

No *building* shall exceed a *height* of 40.0 m

8.29.7 Usable Open Space

Usable open space shall be provided for a *care facility* at 10.0 m² per unit.

8.29.9 Off-Street Parking and Loading

Off-*street* parking and loading shall be provided and maintained in accordance with the requirements of Division 7 of this bylaw.

8.29.10 Landscaping and Screening

In addition to the Landscape Requirements identified in Part 13 of this bylaw, the following landscape requirements shall be met:

- (1) Where a *lot* adjoins a residential zone, a landscaped area of at least 7.5 m in width shall be provided along the inside of all affected property lines.
- (2) Where a *lot* adjoins a *street*, a landscaped area of at least 7.5 m in width extending along the entire frontage of the property on the *street* shall be provided inside the property line.
- (3) Where a property is 2.0 ha. or larger, an average setback of 7.5 m landscaped area shall be provided along all property lines which are not adjacent to a street or residential zone, but in no case shall the landscape area be less than 3.5m. Retention of existing natural vegetation, including mature trees, is required and any trees which are removed or destroyed shall be replaced, provided however that a public access trail may be constructed within this buffer area;

- (b) That Lot 3, District Lot 236, Comox District, Plan VIP70439 be rezoned from Public Use and Assembly Two (PA-2) zone to Public Use and Assembly Four (PA-4) zone (95 Lerwick Road);

(c) That Part of Section 78, Comox District, Except Parts in Plans 35641, VIP61717 and 2117RW as shown on Attachment "A" be rezoned from Public Use and Assembly Three zone (PA-3) to Public Use and Assembly Four (PA-4) (235 Lerwick Road);

(d) That Zoning Bylaw No. 2500, 2007, Schedule No. 8 be amended accordingly.

3. This bylaw shall come into effect upon final adoption hereof.

Read a first time this 5th day of November, 2012

Read a second time this 5th day of November, 2012

Considered at a Public Hearing this day of , 2012

Read a third time this day of , 2012

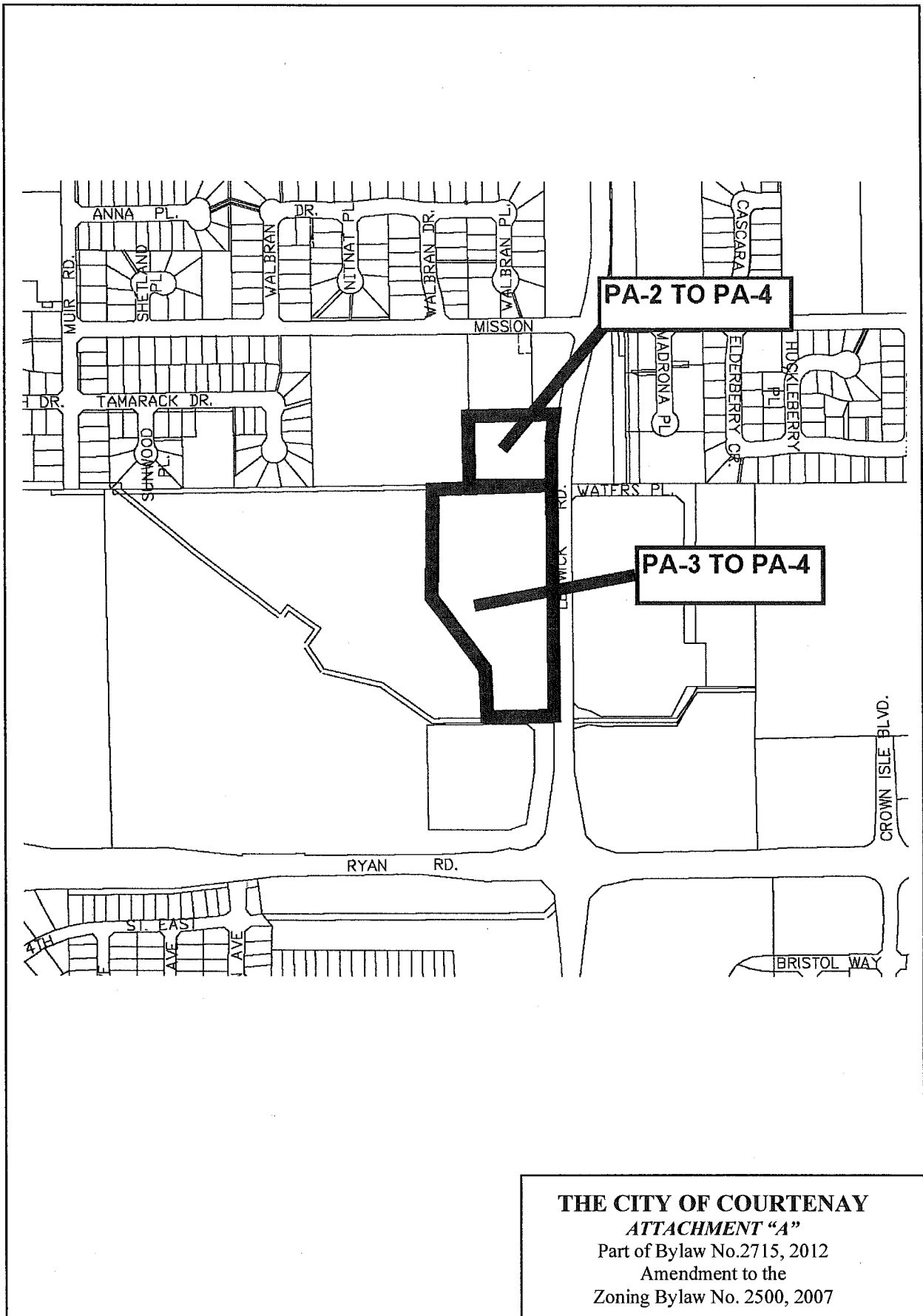
Finally passed and adopted this day of , 2012

Mayor

Director of Legislative Services

Approved under S.52(3)(a) of the *Transportation Act*

Michael Goodhelpsen



THE CITY OF COURTENAY
ATTACHMENT "A"
 Part of Bylaw No.2715, 2012
 Amendment to the
 Zoning Bylaw No. 2500, 2007