

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

DATE: Monday, May 6, 2013
PLACE: City Hall Council Chambers
TIME: 4:00 p.m.

1.00 ADOPTION OF MINUTES

1. Adopt April 15, 2013 Council meeting minutes and April 29, 2013 Committee of the Whole notes

2.00 INTRODUCTION OF LATE ITEMS

3.00 DELEGATIONS

1. Brett Box, Coordinator of OneAreaCode
2. Jordan Desrochers, Priority Permits re: Development Variance Permit No. 1304 (see pg#13)

4.00 COMMITTEE/STAFF REPORTS

(a) Community Services

3. 1. Appointment of Community Members to Sid Williams Theatre Society Board

(b) Development Services

5. 2. Development Variance Permit No. 1303 – 1200 & 1400 Crown Isle Drive
13. 3. Development Variance Permit No. 1304 – 444 Lerwick Road

(c) Operational Services

19. 4. Statutory Right of Way – Hornstein
37. 5. Statutory Right of Way - Island Corridor Foundation (Plan 68811)
59. 6. Statutory Right of Way - Island Corridor Foundation (Plan VIP68839)
81. 7. Shaw “Go WiFi”

(d) Financial Services

83. 8. 2013/14 RCMP Municipal Policing Contract-Final Approval

5.00 REPORTS AND CORRESPONDENCE FOR INFORMATION

- 89 1. Monthly Police Report
- 93 2. Response from Minister of the Environment re: Raven Coal Project
- 95 3. Response from National Defence re: Airspace Infringements

6.00 REPORTS FROM COUNCIL REPRESENTATIVES

7.00 RESOLUTIONS OF COUNCIL

- 1. In Camera Meeting

That notice is hereby given that a Special In-Camera meeting closed to the public will be held May 6, 2013 at the conclusion of the Regular Council Meeting pursuant to the following sub-sections of the *Community Charter*:

- 90 (1)(c) Labour relations or other employee relations;
- 90 (1)(l) Discussions with municipal officers and employees respecting municipal objectives, measures and progress reports for the purposes of preparing an annual report under section 98 [*annual municipal report*].

8.00 UNFINISHED BUSINESS

9.00 NOTICE OF MOTION

10.00 NEW BUSINESS

- 97 1. CVRD Proposed Elected Officials Forum – June 11, 2013
- 2. Mayor Jangula re: Fitzgerald Avenue Bike Lane Painting Spending
- 139 3. Mayor Jangula re: Intersection at Lerwick and Ryan Road Four Lane Roundabout

11.00 BYLAWS

For Third Reading and Final Adoption

(Note: Public Hearing was waived for the following bylaw; therefore staff are recommending third reading and final adoption)

- 99 1. “Zoning Amendment Bylaw No. 2748, 2013”
(to add further restrictions on the permitted uses for 333 Clubhouse Dr & 1200 Crown Isle Dr)

For Final Adoption

- 101 1. “Phased Development Agreement Authorization Bylaw No. 2752, 2013 (Buckstone Investments Ltd.)”
- 121 2. “The 2013 – 2017 Financial Plan Bylaw No. 2753, 2013”
(to approve the 2013-2017 Financial Plan)
- 191 3. “Tax Rates Bylaw No. 2754, 2013”
(to set the property tax rates for 2013)
- 195 4. “Official Community Plan Amendment Bylaw No. 2732, 2012”
(to create a new comprehensive development zone)
- 197 5. “Zoning Amendment Bylaw No. 2733, 2012”
(to create a new comprehensive development zone)

12.00 COUNCIL MEMBER ROUND TABLE

13.00 ADJOURNMENT

Ward, John

From: info@oneareacode.com
Sent: April-22-13 11:02 AM
To: Ward, John
Subject: RE: OneAreaCode Junior Skateboard Development

Delegator

Thank you John for the opportunity.

I will be there.

Brett Box.

- > Hi Brett. Does May 6 at 4:00 p.m. work for you?
- >
- > John
- >
- > John Ward, CMC
- > Director of Legislative Services
- > City of Courtenay
- > (250) 703-4853
- >
- >
- > -----Original Message-----
- > From: Brett Box [mailto:info@oneareacode.com]
- > Sent: April-19-13 3:53 PM
- > To: Ward, John
- > Subject: OneAreaCode Junior Skateboard Development
- >
- > Hello John!
- >
- > My name is Brett Box, I am the Coordinator of OneAreaCode. We are a
- > volunteer ran social enterprise that develops programs supporting the
- > Education, physical and mental well being of school aged skateboarders.
- >
- > Our programs provide sustainability, retained interest and positive
- > use of skate facilities while creating high impact leaders for our
- > young community.
- >
- > I would like the opportunity to address council and inform them about
- > our program, the "BeanStalk" Junior Skateboard Development, that was
- > developed and tested here in Courtenay and has since become Nationally
- > available with goals set to be global by 2016.
- >
- > Hope to hear from you soon.
- >
- > Brett Box
- > 778 855 1980
- > www.oneareacode.com
- >
- >
- >
- > Sent from my iPhone

THE CORPORATION OF THE CITY OF COURTENAY

REPORT TO COUNCIL

FILE #: 7800-01

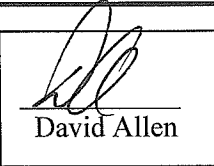
FROM: Director of Community Services

DATE: May 3, 2013

SUBJECT: Appointment of community members to Sid Williams Theatre Society Board

C.A.O. COMMENTS/RECOMMENDATIONS:

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



David Allen

RECOMMENDATION:

That Neil Havers and Heather McFetridge be appointed to the Sid Williams Theatre Society Board.

PURPOSE:

To appoint community members to the Sid Williams Theatre Society Board.

BACKGROUND:

The Sid Williams Theatre Society is a not for profit organization which has an Occupy and Operating agreement with the City to operate and manage the City owned theatre facility.

In accordance with the Sid Williams Theatre Society Bylaws, the City may appoint up to two community members to the Sid Williams Theatre Society Board. The Theatre Society has requested that the appointments be made in order to fill current Board vacancies previously filled by City appointees. The appointments will be until the Annual General meeting in the spring of 2014.

DISCUSSION:

The individuals being proposed for appointment both have extensive experience with community organizations and have the desired skill set to best assist the Board in the operations and governance of the Sid Williams Theatre. Both members would be beneficial to the Board.

FINANCIAL IMPLICATIONS:

N/A

STRATEGIC PLAN REFERENCE:

4. An active community with cultural and recreational opportunities.
 - Be a regional centre for arts and culture
 - a) support cultural organization sustainability


OCP SUSTAINABILITY REFERENCE:

N/A

REGIONAL GROWTH STRATEGY REFERENCE:

N/A

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Randy Wiwchar". The signature is written in a cursive, flowing style.

Randy Wiwchar
Director of Community Services

REPORT TO COUNCIL

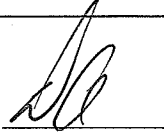
FROM: Development Services Department

FILE #: 3090-20-1303
DATE: April 30, 2013

SUBJECT: Development Variance Permit for 1200 & 1400 Crown Isle Drive

C.A.O. COMMENTS/RECOMMENDATIONS:

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



David Allan

RECOMMENDATION:

That Development Variance Permit 1303 to vary Section 8.31.9 of *Zoning Bylaw 2500, 2007* to reduce the minimum front yard setback from 7.5 m to 6.0 m and to reduce the minimum rear yard setback from 9.0 m to 7.5 m for Lots 1 and 2, Block 72, Comox District, Plan VIP74892 be issued subject to the following conditions:

- a) The variance only applies to proposed strata lots 1-45 as outlined in **Attachment No. 3**

PURPOSE:

To consider an application for a variance to the minimum front and rear yard setbacks for a proposed bare land strata development at Crown Isle.

BACKGROUND:

The subject properties are vacant lands zoned Comprehensive Development One B Zone (CD-1B) in the Crown Isle subdivision. This zone permits a variety of uses including single family, duplex and multi residential dwellings. The applicant is currently pursuing a bare land strata subdivision on the properties and has requested the variance to reduce the minimum required front and rear yard setbacks.

DISCUSSION:

While the proposed variance reduces building setbacks it does not directly impact the subdivision process. In this regard, the proposed subdivision under consideration complies with the relevant provisions of the zoning bylaw for minimum lot size and minimum frontage. However, while they meet the minimum lot size of the CD-1B zone, the lots proposed in the bare land strata are slightly smaller than typical Crown Isle lots. The intent of the variance is to reduce setbacks to provide more flexibility in building design by providing a larger building envelope. If the variance is approved, the setbacks will be equivalent to those of the CD-1G zone (Sussex Dr., Cardiff Cr, Birkshire Blvd.).

The applicant held a public information meeting with regard to the variance on March 28, 2013 that was attended by 13 people. The minutes of the meeting indicate one person expressed concern regarding the impact on the view to the golf course from their home. The applicant indicates they were able to answer this concern.

The City has also received one letter of objection from a neighbouring property owner. The writer indicates they believe the variance will result in more density and traffic and expresses

concern with the safety of the Malahat Drive/Crown Isle Drive intersection. As noted above, the proposed bare land strata subdivision is consistent with the current zoning. Accordingly, the variance is not adding any new density to the area. Staff have also reviewed the intersection of Malahat Drive and Crown Isle Drive with regard to sight lines. The intersection meets City requirements with respect to the intersection design and landscaping treatment.

FINANCIAL IMPLICATIONS:

NA

STRATEGIC PLAN REFERENCE:

NA

OCP SUSTAINABILITY REFERENCE:

NA

REGIONAL GROWTH STRATEGY REFERENCE:

NA

Respectfully submitted,

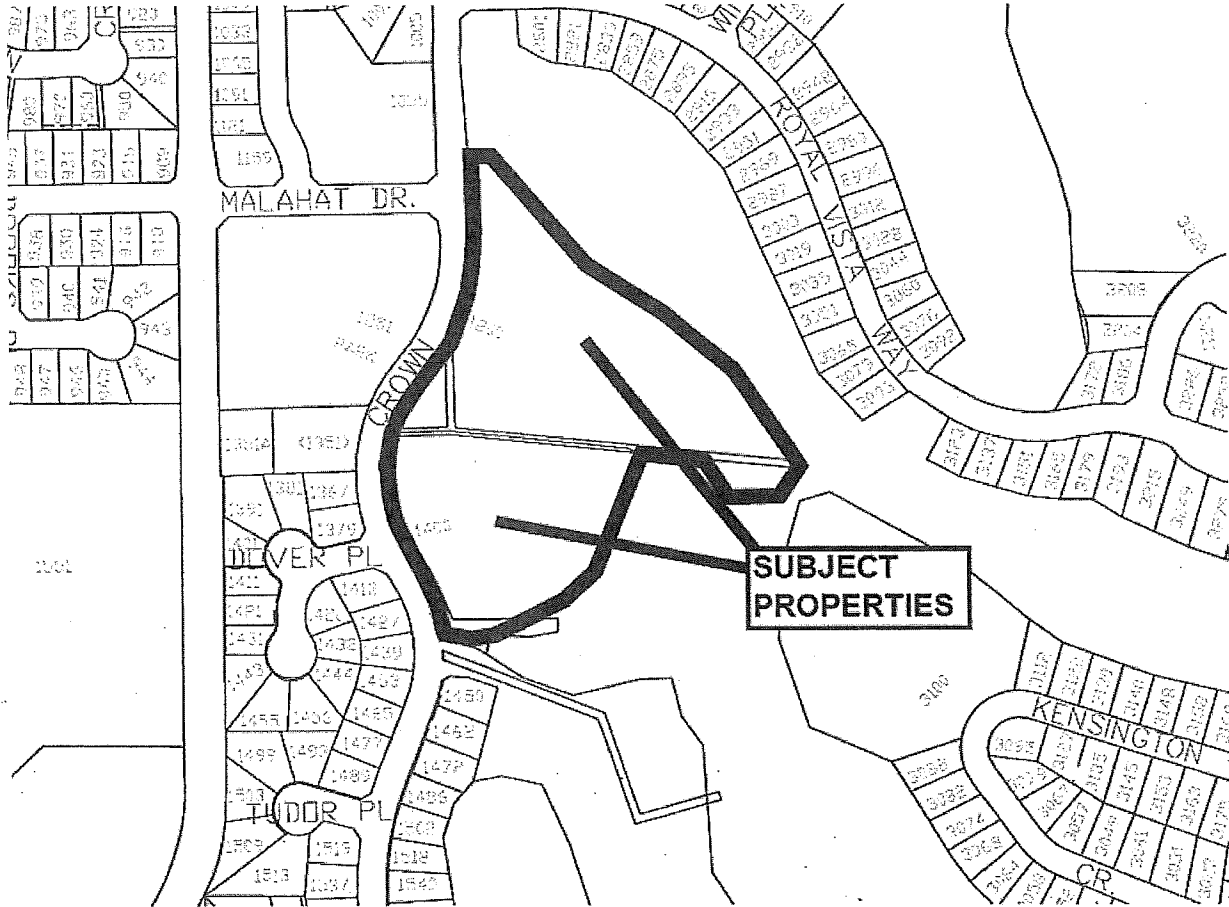
Ian Buck, MCIP, RPP
Manager of Planning



Peter Crawford, MCIP, RPP
Director of Planning Services

Attachments: Reference Information
Applicant's Rationale
Proposed Subdivision Plan
Correspondence from Neighbourhood

REFERENCE INFORMATION:



Applicant: Silverado Land Corp.
Owner: Silverado Land Corp.
Location: 1200 & 1400 Crown Isle Drive
Legal Description: Lots 1 and 2, Block 72, Comox District, Plan VIP74892
Zoning Bylaw Comprehensive Development Zone One B **(CD-1B)**

	<u>Current Setback Requirements</u>	<u>Proposed Setbacks</u>
Front	7.5 m	6.0 m
Rear	9.0 m	7.5 m
Side (Internal)	1.5 m	1.5 m
Side (External)	3.0 m	3.0 m

Adjacent Land Use: golf course, single residential dwellings, park, multi residential



RESORT & GOLF COMMUNITY

Tel: (250) 703-5050 Toll Free: (888) 338-8439
Fax: (250) 703-5051 info@crownisle.com

399 Clubhouse Drive, Courtenay, BC Canada V9N 9G3

March 7, 2013

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

Attention: Peter Crawford

**Re: Development Variance Permit Application for Lots 1 and 2, Block 72,
VIP74892, Comox Land District (Hampton Gate Bare Land Strata Development)**

Dear Peter:

Please find enclosed the Development Variance Permit application for Lots 1 and 2, Block 72, VIP74892, Comox Land District. Also enclosed are the following:

- Current Certificates of Title
- Letter from Jordan Cook in support of the variance application
- Bare land strata plan showing proposed setbacks
- Development Variance Permit application fee of \$ 1,500

The purpose of the variance application is to vary the front and rear yard setbacks for each strata lot in the Hampton Gate development (strata lots 1 through 45) from 7.5m to 6.0m and from 9.0m to 7.5m respectively. The lots in this development are slightly smaller than typical lots in Crown Isle, and the reduced setbacks allow for reduced landscaping maintenance for the home owner while still allowing for reasonably sized houses to be constructed. This setback model replicates Area G in Crown Isle, also having 6.0m front yard and 7.5m rear yard setbacks, which has been very desirable and resulted in a very pleasing streetscape.

Should you have any questions or require any additional information, please do not hesitate to contact me.

Yours truly,

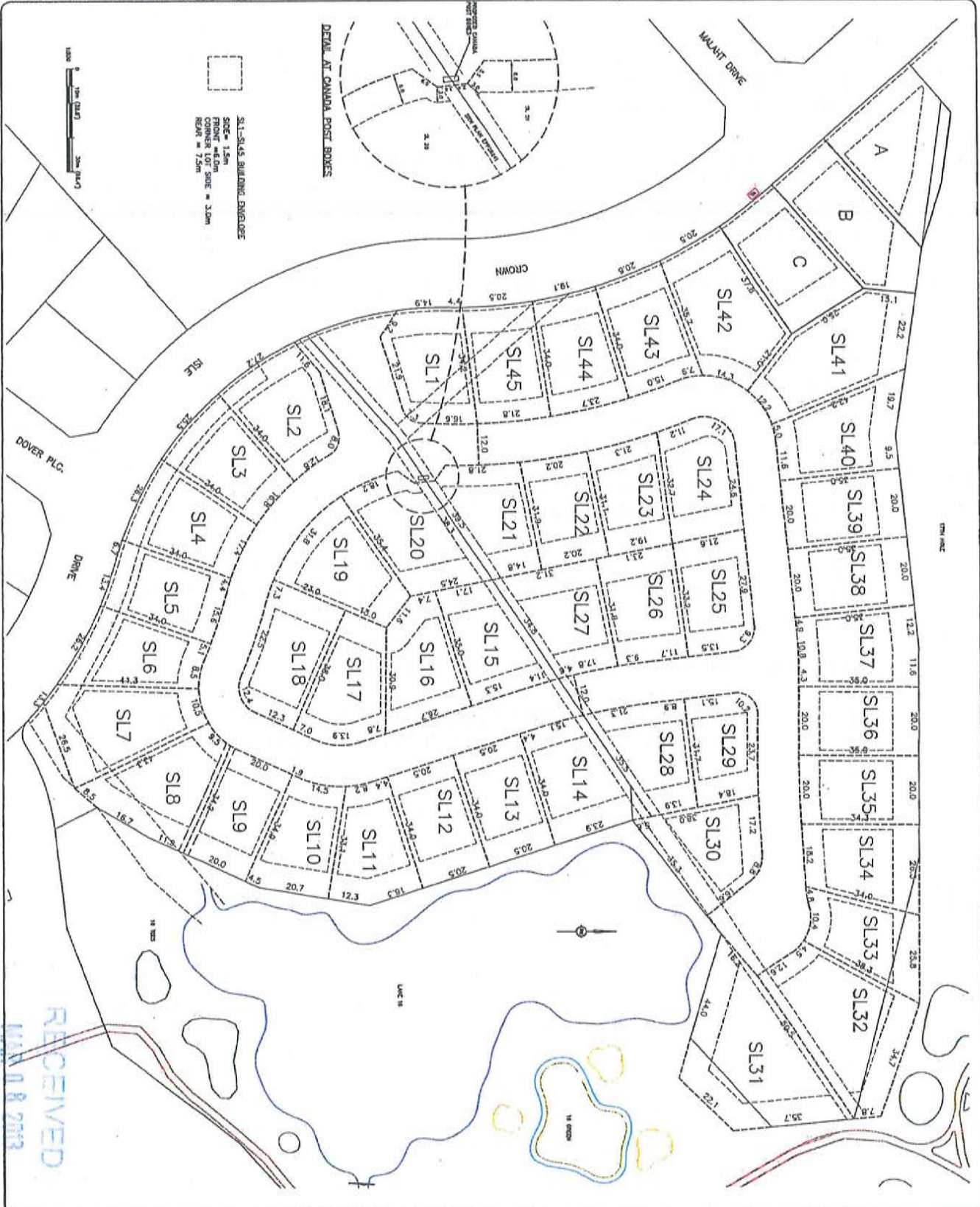
Rick Waldhaus, C.G.A.
CFO, Silverado Land Corp.

RECEIVED
MAR 08 2013

CITY OF COURTENAY

www.crownisle.com

File: Hampton Gate February 23, 2013 (1) Plot Plan_Mir 07, 2013 - M3308.dwg user



KORSB & ASSOCIATES ENGINEERING LTD.
 1000 West 10th Street
 Courtenay, BC V9N 3S1
 Tel: 250-335-1111
 Fax: 250-335-1112

RECORD OF REVISIONS

REV	DATE	BY	DESC	DESCRIPTION

REV	DATE	BY	DESC	DESCRIPTION

SCALE: RECORD OF ISSUE

PROJECT NO. 5109

DESIGNED BY: RSC
 CHECKED BY: RSC
 APPROVED DATE: FEB 2013
 SCALE: 1:500

CLIENT: SILVERADO LAND CORPORATION

PROJECT: HAMPTON GATE

TITLE: PROPOSED BUILDING ENVELOPE SETBACKS FOR STRATA LOTS 1-45

DRAWING NO. 9109-111-BE1 REV. SHEET 1/1

A public information meeting was held in the Copper Room at the Crown Isle Resort Clubhouse on March 28, 2013 from 6:00 - 7:00 PM.

The meeting was attended by a small group of residents (attendee lists attached) that were informed through a letter that was sent directly to a list of individual addresses provided by the City of Courtenay. A large billboard was also erected at the end of the existing Crown Isle Drive roadway.

Each individual residence was given a package that included one or both of the following:

OCP / Zoning Amendment Information Including:

1. Two maps outlining the areas of Block 72 relating to the re-zoning
2. Comment Sheet for further comment

Development Variance Permit Information Including:

1. A map showing Lot 1 and Lot 2, Block 72, VIP74892
2. Comment Sheet for further comment

Maps were displayed in the room and Crown Isle representatives provided information regarding the two applications and were available to answer questions from individuals present.

No attendees expressed any concern with the OCP / Zoning Amendment

One resident who lives across the street from the proposed development had some questions with the variance application regarding his view of the golf course from across the street. We were able to answer his concerns.

PUBLIC INFORMATION MEETING

Thursday, March 28, 2013

SIGN IN SHEET

FOR

Development Variance Permit

Legal Address: Lot 1 and 2, Block 72, VIP74892, Comox Land District.
Street address: 1200 & 1400 Crown Isle Drive, Courtenay, BC

Name (Please Print)	Address
John Wilson <i>Wilson</i>	*101 1055 - Crown Isle Dr.
<i>G. Leatherdale</i>	1379 GZ Drive
<i>Lily Vander Horst</i>	2024 Sussex
<i>John McIsaac</i>	1055 Crown Isle Drive.
<i>DAVE McISAAC</i>	1944 Berkshire Blvd
<i>C. Thomson / J. Switzer</i>	" " "
<i>K. Morris</i>	6-3100 Kensington Cxk
<i>S. Norman</i>	1611 Crown Isle Dr
<i>LARAINIE PIERCE</i>	" "
<i>Brian McKay</i>	3044 Kensington Cxk
<i>Jan + Sheila Lloyd</i>	3003 Royal Victoria Hwy
<i>Nicole Coffey</i>	1427 Crown Isle Dr.
	1979 Sussex Drive

Blamire, Susan

From: Brett Cairns [casper434@shaw.ca]
Sent: Tuesday, April 23, 2013 1:07 PM
To: PlanningAlias
Cc: Jangula, Larry
Subject: Development Variance Permit File 3090-20-1303

As a homeowner affected by this application, I object to this development variance application. Crown Isle is marketed as an upscale neighbourhood and it is one of the reasons we moved here. This reduction in setbacks will result in higher density and more traffic in the middle of an area of expensive homes. Crown Isle Drive has already become a source of significantly increased traffic and speeding has become common place between Dover and the Malahat intersection. Nothing has been done about this and more density in this area will only make it worse.

The comment by the developer about a pleasing streetscape in area G with comparable setbacks is nonsense. The recent development near Malahat Drive is an eye sore and the reduced visibility on Malahat approaching Crown Isle has made this intersection dangerous. Cars now have to creep out into the intersection to see past the fences erected right next to the road in order to be able to safely turn left. It is only a matter of time before someone is T-boned at this intersection. I have personally had to slam on my brakes more than a half dozen times this year to avoid cars entering Crown Isle from Malahat.

The current setbacks are more than adequate and I encourage council to keep them as they are.

Brett Cairns
Crown Isle homeowner

REPORT TO COUNCIL


FROM: Development Services Department

FILE #: 3090-20-1304
DATE: April 30, 2013

SUBJECT: Development Variance Permit (Sign Bylaw)
444 Lerwick Road

C.A.O. COMMENTS/RECOMMENDATIONS:

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


David Allen

RECOMMENDATION:

That Development Variance Permit No. 1304 to vary *Section 4.1.2* and *Section 6.4.4* of the *City of Courtenay Sign Bylaw No. 2042, 1998* to increase the maximum number of signs per business premise frontage from three signs to four signs and to increase the maximum height of a fascia sign from 1.0 metres to 2.2 metres for the property legally described as Lot 1, Block 72, Comox District, Plan VIP81206, (444 Lerwick Road) be issued subject to conformance with the plans and drawings contained in *Attachment No. 2*.

PURPOSE:

To consider relaxation of the City of Courtenay Sign Bylaw provisions related to the maximum height and number of signs located on a building face.

BACKGROUND:

CIBC has opened a new branch at the Crown Isle Shopping Centre located at the intersection of Lerwick and Ryan Roads. A sign permit has been issued for the smaller secondary signs which have been installed. This development variance permit application applies to the three primary "CIBC" signs located on the south, east and west building facades.

A map showing the location of the property is included as *Attachment No.1*; drawings of the proposed signs are included as *Attachment No.2*.

DISCUSSION:

Council issued a development permit (DP) for the form and character of the CIBC building in May 2012. The applicant chose not to include signage as part of the DP at that time as the signage details had not been finalized and the notification process for the sign variance would have delayed the construction process. However, the DP drawings did show potential building signage for illustration purposes. The three proposed "CIBC" signs are consistent with these drawings and conform to the development permit condition that the signs must be indirectly illuminated or non-illuminated. Details of the sign location, size, materials and lighting methods are found in *Attachment No. 2*.

The applicant is requesting the following variances to the *City of Courtenay Sign Bylaw*:

Section 4.12 – To increase the maximum number of signs per business premise frontage from three to four; and

Section 6.4.4 – To increase the maximum height of a fascia sign from 1.0 metres to 2.2 metres.

While the applicant is requesting variances to the height and number of signs, the proposed signs plus the existing signs are less than the maximum total allowable sign area per building face and the sign design complements the building architecture and scale of the building. Accordingly, staff support the proposed variances.

Staff are currently working on revisions to the sign bylaw. Two of the proposed revisions are to remove the limitation on the number of signs per business frontage and to remove the 1.0 metre height restriction for fascia signs provided that all signage meets the maximum total sign area permitted. This would allow more flexibility in sign design meeting the identification and advertising needs of businesses while keeping signage in proportion to the building. These proposed revisions were well received at the stakeholder meeting held in February and will be brought forward for public comment this spring.

Public Input

Pursuant to the requirements of the *Local Government Act*, surrounding property owners and tenants were notified of this development variance permit application prior to Council's consideration. To date, no correspondence has been received.

FINANCIAL IMPLICATIONS:

N/A

STRATEGIC PLAN REFERENCE:

Goal 3: Advocate high standards of design and community aesthetics:
Objective (e) review sign bylaw.

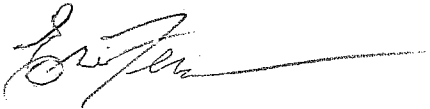
OCP SUSTAINABILITY REFERENCE:

N/A

REGIONAL GROWTH STRATEGY REFERENCE:

N/A

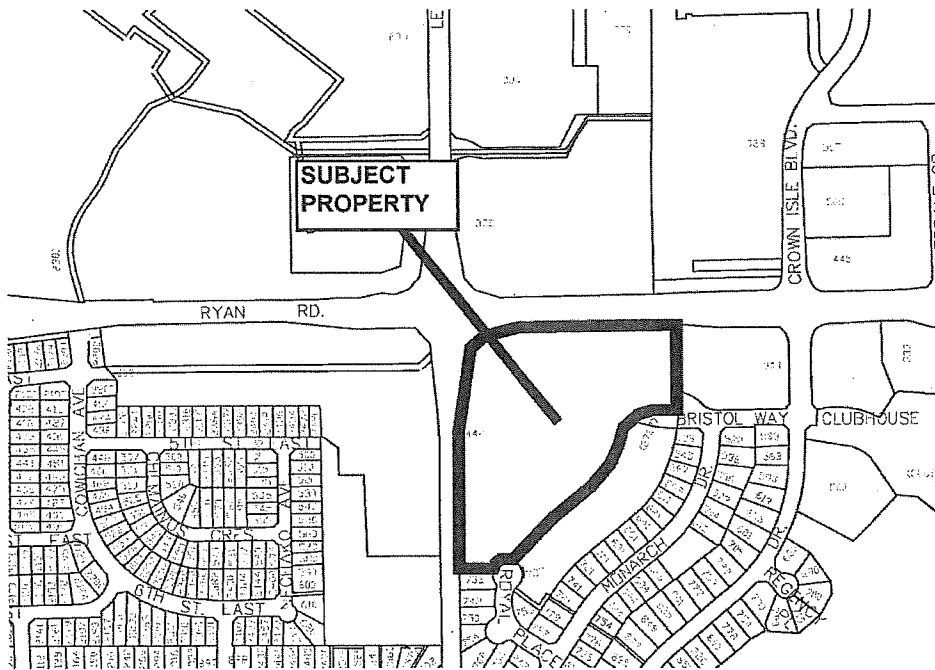
Respectfully submitted,



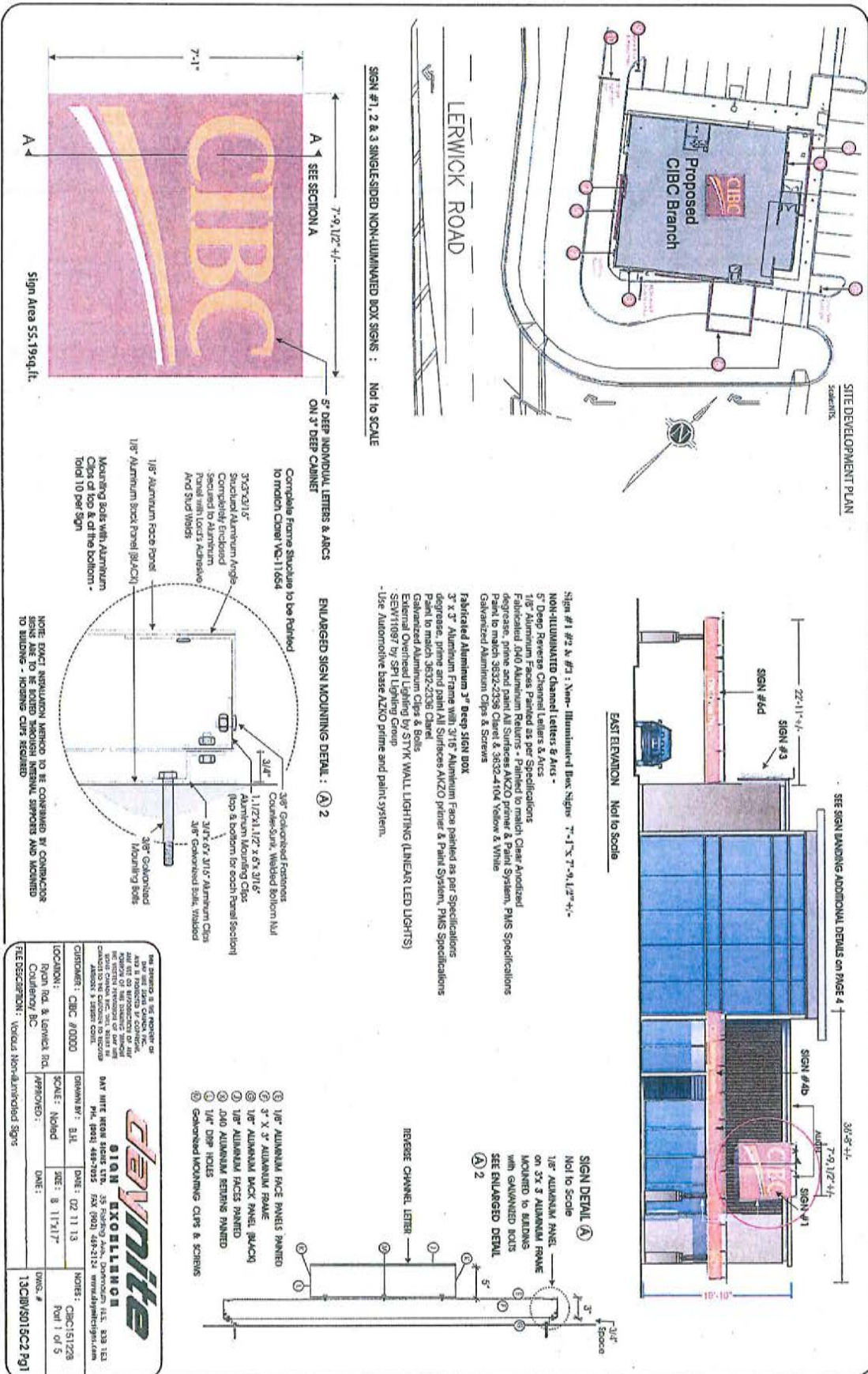
Erin Ferguson, MCP, BSc
Planning Technician



Peter Crawford, MCIP
Director of Development Services



Applicant:	Priority Permits	
Location:	444 Lerwick (CIBC)	
Legal Description:	Lot 1, Block 72, Comox District, Plan VIP81206	
Sign Bylaw: Fascia Signs	<u>Permitted</u>	<u>Proposed</u>
Number of Signs per Business Premise Frontage	Three	Four
Total Sign Area	20% to max. of 9.0 m ²	< 6.0%, 6.7 m ²
Sign Height	1.0 m	2.2 m



Sign #1, 2 & 3 SINGLE-SIDED NON-ILLUMINATED BOX SIGNS : Not to Scale

5\"/>

ENLARGED SIGN MOUNTING DETAIL : A 2

Sign #1 #2 & #3 - Non-Illuminated Box Signs - 7'-1\"/>

Sign Detail A
Not to Scale
1\"/>

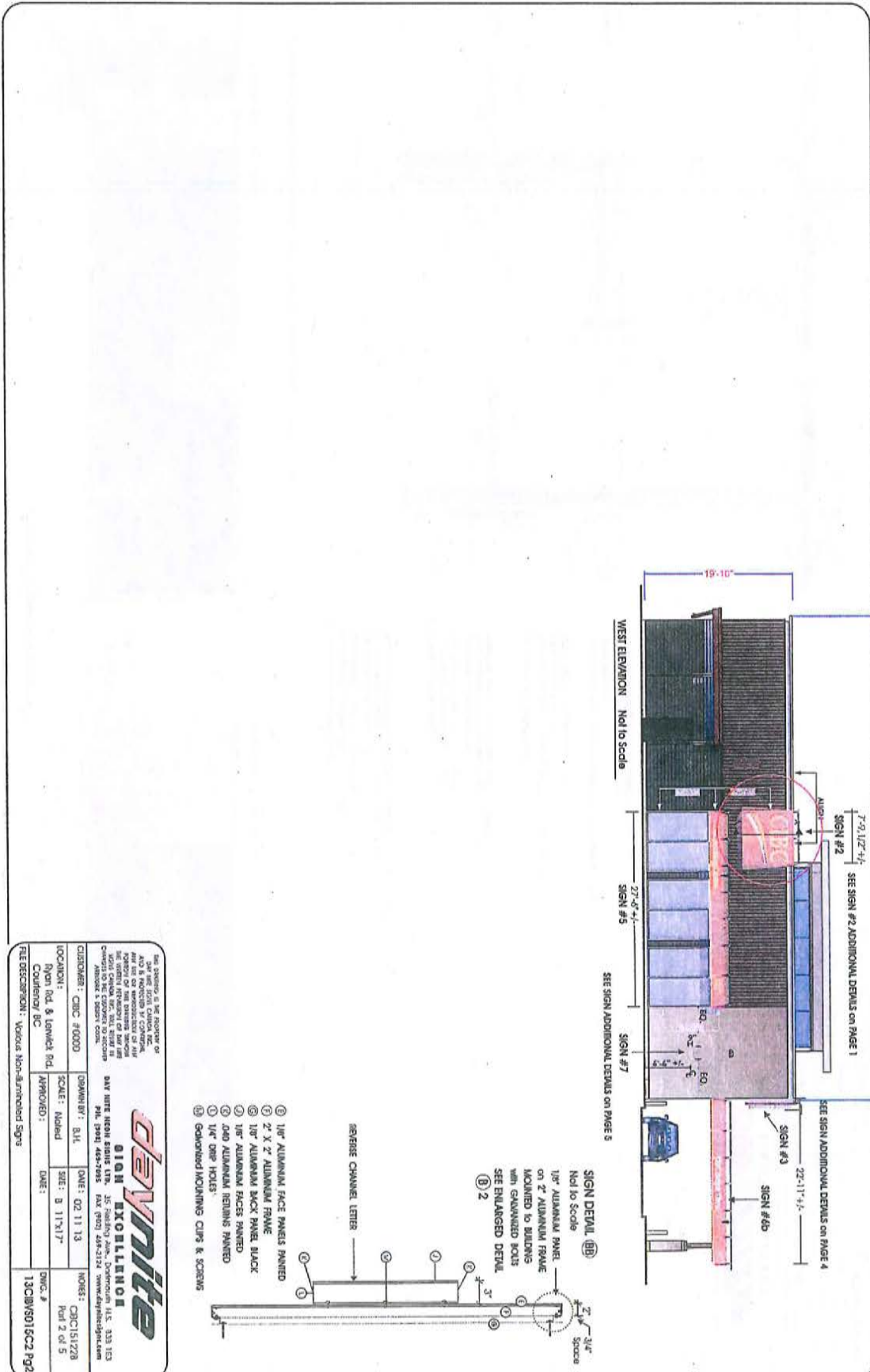
we warrant to be accurate as shown on these drawings and as a condition of contract, the client agrees to indemnify and hold us harmless from all claims, damages, costs and expenses, including reasonable attorneys' fees, arising from or due to any error or omission on these drawings, whether or not caused by the client's negligence.

daynite
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PH: (602) 448-7025 FAX: (602) 448-7124 WWW.DAYNITESYSTEMS.COM

CUSTOMER: CIBC #0000
DRAWN BY: ELL DATE: 02 11 13
SCALE: Noted
APPROVED: DATE: 8 11 11 17

DWG. # 13CIB/S018C2 P01



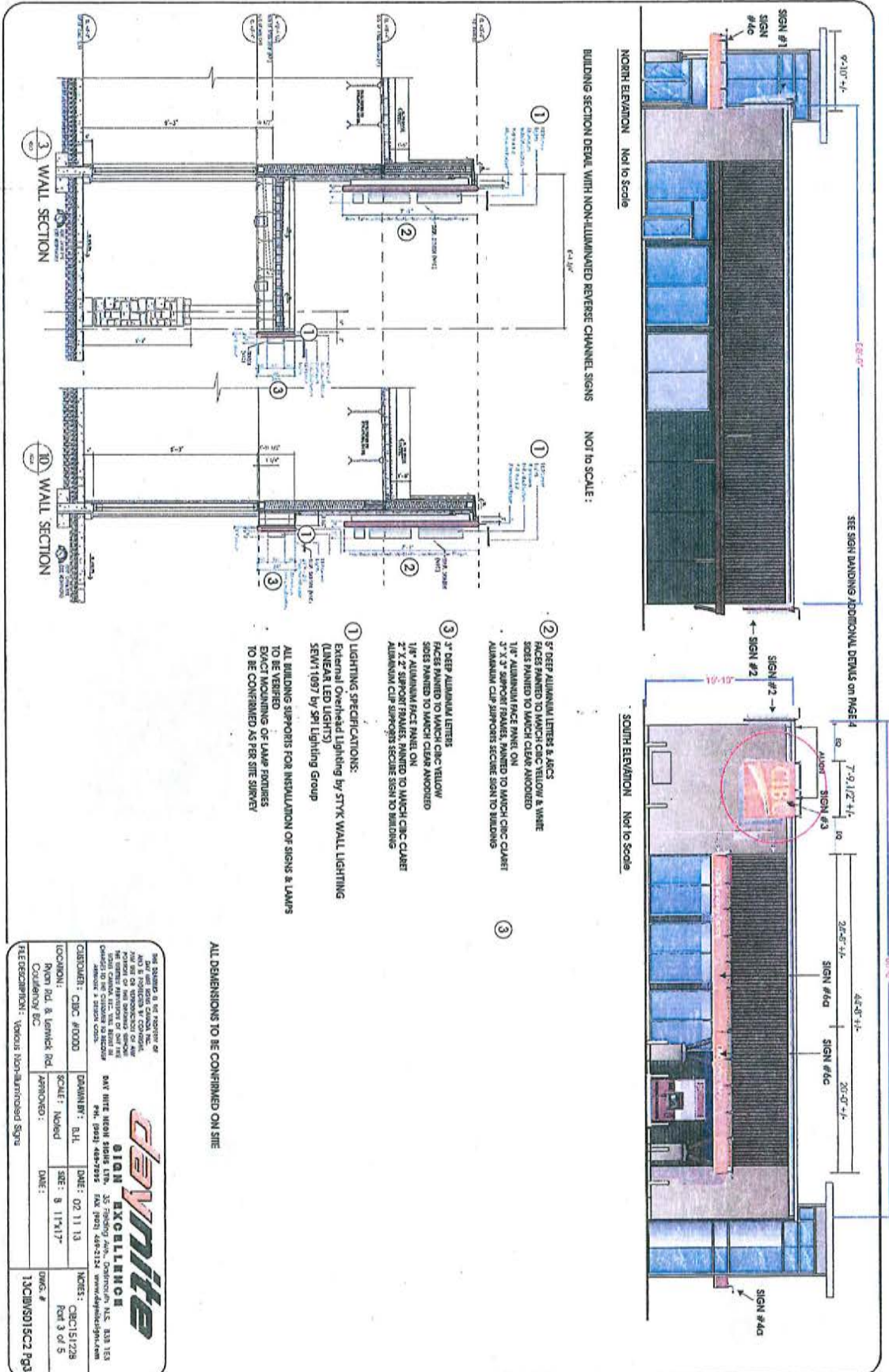
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115, 333, 153
Rd 2 of 5

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OR TO BE ADDED TO OUR
CONTACT LIST.

CUSTOMER: CHIC #0000
DATE: 02 11 13
DRAWN BY: SLL
SCALE: As Shown
PROJECT: Ryan Rd. & Lemack Rd.
COUNTY: BC
APPROVED: DATE: 02 11 13
DWG. # 13CIBV8015C2 Pg2

FILE DESCRIPTION: Various Non-Standard Signs



THE CORPORATION OF THE CITY OF COURTENAY

REPORT TO COUNCIL

FROM: Kevin Lagan, P.Eng.
Approving Officer

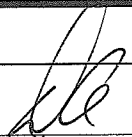
FILE: 3320-20-11634

DATE: April 12, 2013

SUBJECT: Statutory Right of Way Lot A, Section 15, Comox District, Plan
VIP53700.

C.A.O. COMMENTS/RECOMMENDATIONS:

That the recommendation of the Approving Officer be accepted.


David Allen

RECOMMENDATION:

That Council approve the modification to Statutory Right of Way EN72709 over Lot A, Section 15, Comox District, Plan VIP53700;

That a Letter of Undertaking be provided to register the Statutory Right of Way Modification with the Subdivision Plan; and

That the Mayor and Director of Legislative Services be authorized to sign the Modification of Statutory Right of Way EN72709.

PURPOSE:

To approve the Modification to Statutory Right of Way EN72709 between the City and Bradford Alan Hornstein and Margo Lynne Hornstein and to authorize the Mayor and Director of Legislative Services to sign the Modification of Statutory Right of Way, for the municipal drainage course (Glen Urquhart Creek) located at 780 Nikolaisen Road.

BACKGROUND:

All legal documents are to be presented, on an individual basis, to Council, and the Mayor and Director of Legislative Services authorized to sign the Documents.

The Approving Officer has issued a Preliminary Layout Review to subdivide Lot A, Section 15, Comox District, Plan VIP53700 into two lots. The developer has installed a private bridge across Glen Urquhart Creek.

The Section 4.3 of Statutory Right of Way EN72709 is to be modified by deleting phase "*and shall at times maintain at its expense two crossings of the Works) for the use and enjoyment of the Grantor*".

DISCUSSION:

The subdivision of Lot A, Section 15, Comox District, Plan VIP53700 into two parcels negates the requirement for the City to maintain access across Glen Urquhart Creek "*for the use and enjoyment*" by the property owner, the grantor of the Statutory Right of Way.

A copy of the Statutory Right of Way EN72709, the proposed Statutory Right of Way Modification document and a site reference plan are attached.

FINANCIAL IMPLICATIONS:

The Provisional 2013 Capital Budget list \$11,000 for the replacement of the existing bridges. Upon registration of the subdivision and Statutory Right of Way Modification this budget allocation will be negated.

STRATEGIC PLAN REFERENCE:

At this time there are no strategic plan references.

OCP SUSTAINABILITY REFERENCE:

No references.

REGIONAL GROWTH STRATEGY REFERENCE:

No references.

Respectfully submitted,



Kevin Lagan, P.Eng.
Approving Officer



Lesley Hatch, P.Eng.
Deputy Approving Officer

LAD/ld

99 AUG 10 09 47

EN072709

LAND TITLE ACT
FORM C

RECEIVED - VICTORIA
LAND TITLE OFFICE

(Section 219.81)

Province of British Columbia
GENERAL INSTRUMENT-PART 1 (This area for Land Title Office use)

Page 1 of 8 Pages

1. Application: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)

Marie L. Potvin, LIDSTONE, YOUNG, ANDERSON, Barristers & Solicitors, 1616-808 Nelson Street, Vancouver, B.C., V6Z 2H2, Telephone:(604)689-7400

c/o West Coast Title Search Ltd.
10104

Marie L. Potvin
Signature of Applicant

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:°
(PID) (LEGAL DESCRIPTIONS)

017-655-331 Lot A, Section 15, Comox District, Plan VIP53700

3. NATURE OF INTEREST:°
Description

Document Reference
(page and paragraph)

Person Entitled to Interest

Statutory Right of Way
over Part in Plan VIP69304

Entire Instrument

Transferee

4. TERMS: Part 2 of this instrument consists of (select one only)

- (a) File Standard Charge Terms
- (b) Express Charge Terms
- (c) Release

X

D.F. No.
Annexed as Part 2
There is no Part 2 of this Instrument

A selection of (a) include any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S):°

BARBARA JOAN COX, 655 Back Road, Courtenay, B.C., V9N 3X1

6. TRANSFEREE(S): (including postal address(es) and postal code(s))°

THE CORPORATION OF THE CITY OF COURTENAY, a municipal corporation pursuant to the laws of British Columbia, having an address of 830 Cliffe Avenue, Courtenay, B.C., V9N 2J7

CHARGE

\$55.00

LAND TITLE ACT
FORM C

(Section 219.81)

Province of British Columbia
GENERAL INSTRUMENT-PART 1

7. ADDITIONAL OR MODIFIED TERMS:

N/A

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

AS TO THE
SIGNATURE
OF BARBARA
JOAN COX

Officer Signature(s)

Execution Date
Y M D
99 07 22

Party(ies) Signature(s)

BRUCE P. RUTHERFORD
Name: #2-1841 Comox Ave.
Comox, B.C. V9M 3M3
Notary Public

Barbara Joan Cox
BARBARA JOAN COX

Paul R. Webber
Name: PAUL R. WEBB
505 FIFTH ST.
COURTENAY, B.C.
VAN 1K2

99 07 30

THE CORPORATION OF THE CITY OF
COURTENAY by its authorized signatories:

Ron Webber
RON WEBBER, Mayor

(as to both signatories) Solicitor

D. Pelletier
DORA M.K. PELLETIER, Clerk

OFFICER CERTIFICATION:

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

** If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

** If space insufficient, continue executions on additional page(s) in Form D.

TERMS OF INSTRUMENT - PART 2**STATUTORY RIGHT OF WAY AGREEMENT****WHEREAS:**

A. The Grantor is the registered owner of an estate in fee simple of those lands and premises situate, lying and being in the City of Courtenay, in the Province of British Columbia and being more particularly known and described as:

PID: 017-655-331
Lot A
Section 15
Comox District
Plan VIP53700

(the "Lands");

B. To facilitate the installation of certain works, the Grantor has agreed to permit the construction by the Grantee of the Works on a portion of the Lands and to grant for that purpose the Right of Way hereinafter described pursuant to section 218 of the *Land Title Act*; and

C. This Right of Way is necessary for the operation and maintenance of the Grantee's undertaking.

NOW THEREFORE THIS AGREEMENT IS EVIDENCE that in consideration of the sum of One (\$1.00) Dollar now paid by the Grantee to the Grantor (the receipt of which is hereby acknowledged by the Grantor), and in consideration of the covenants and conditions hereinafter contained to be observed and performed by the Grantee and for other valuable consideration, the Grantor grants to and covenants with the Grantee as follows:

1. Definitions

- 1.1 "Grantor" means the Transferor as shown in Item 5 on the Form C General Instrument - Part 1 attached to this Agreement;
- 1.2 "Grantee" means the Transferee as shown in Item 6 on the Form C General Instrument - Part 1 attached to this Agreement;
- 1.3 "Lands" means those lands legally described in Recital A to this Agreement;
- 1.4 "Right of Way" means the right of way granted by paragraph 2;
- 1.5 "Right of Way Area" means that portion of the Lands shown darkly outlined on a Statutory Right of Way plan prepared by M.R. Kuss, B.C.L.S. and certified correct on the 31st day of October, 1996, as amended or replaced from time to time pursuant to paragraph 5.3; and
- 1.6 "Works" means a system of drainage works, including open ditches, storm drains, berms, dikes, crossings and all facilities and appurtenances necessary or convenient as part of a system of drainage works.

2. The Grantor hereby:

- 2.1 Grants and transfers, in perpetuity, to the Grantee, its officers, employees, contractors, licensees, agents, invitees and others, the free, full and uninterrupted right, licence, permission and right of way to lay down, install, construct, entrench, operate and maintain the Works and to inspect, alter, remove and replace the Works on, under and across the Right of Way Area for drainage purposes.
- 2.2 Covenants and agrees to and with the Grantee that for the purposes aforesaid and upon, under and across the Right of Way Area, the Grantee shall for itself and its officers, employees, contractors, licensees, agents, invitees and others, together with machinery, vehicles, equipment and materials be entitled at all times to enter, use, pass and re-pass, labour, construct, erect, install, dig, carry away soil or other surface or subsurface materials, clear of all trees, growth, buildings or obstruction now or hereafter in existence, as may be necessary, useful or convenient in connection with the operations of the Grantee in relation to the Works.
- 2.3 Grant unto the Grantee, its officers, employees, contractors, licensees, agents, invitees and others, together with machinery, vehicles, equipment and materials, the right to enter upon and to pass and re-pass over the Lands as may be reasonably required for the purposes of an adequate working area during

construction and maintenance and for ingress to and egress from the Right of Way.

3. The Grantor hereby covenants to and agrees with the Grantee, as follows:
 - 3.1 The Grantor will not, nor permit any person to erect, place, install or maintain any building, structure, mobile home, patio, pipe, wire or other conduit or work on, over or under any portion of the Right of Way Area or to plant any crop or trees or other surface growth so that they in any way interfere with or damage or are likely to cause harm to the Works, provided however the Grantor shall be entitled to install reasonable fencing, gating and crossings which do not interfere with maintenance of the Works and to connect drainage ditches to the Works.
 - 3.2 The Grantor will not do or knowingly permit to be done any act or thing which in the opinion of the Grantee may interfere with or injure the Works and in particular will not carry out any blasting on or adjacent to the Right of Way without the prior consent in writing of the Grantee, provided that such consent shall not be unreasonably withheld.
 - 3.3 The Grantor will not substantially add to or diminish the soil cover over any of the Works and in particular, without limitation, will not construct open drains or ditches along or across any of the Works which in the opinion of the Grantee may in any way interfere with the Works or which is likely to cause damage or harm to the Works, without prior consent in writing of the Grantee which will not be unreasonably withheld.
 - 3.4 The Grantor will from time to time and at all times upon every reasonable request do and execute or cause to be made, done or executed all such further and other lawful acts, deeds, things, devices, conveyances and assurances in law whatsoever for the better assuring unto the Grantee of the rights hereby granted.
 - 3.5 The Grantor shall do or cause to be done all acts necessary to grant priority to this Agreement over all financial charges and encumbrances which are registered or pending registration against title to the Lands in the Land Title Office.
4. The Grantee hereby covenants to and agree with the Grantor, as follows:
 - 4.1 The Grantee will not bury any debris or rubbish of any kind in excavations or backfill, and will remove shoring and like temporary structures as backfilling proceeds.
 - 4.2 The Grantee will thoroughly clean all parts of the Lands to which it has had access hereunder of all rubbish and construction debris created or placed thereon

by the Grantee and will leave such lands in a neat and clean condition.

- 4.3 The Grantee will, as soon as weather and soil conditions permit, and so often as it may exercise its right of entry hereunder to any of the Lands, replace the surface soil as nearly as may be reasonably possible to the same condition as it was prior to such entry, in order to restore the natural drainage to such lands, and shall at all times maintain at its expense two crossings of the Works for the use and enjoyment of the Grantor.
- 4.4 The Grantee will, as far as reasonably possible, carry out all work in a proper and workmanlike manner so as to do as little injury to the Lands as possible.
- 4.5 The Grantee will compensate the Grantor for damages caused by the Grantee to any crops, livestock, equipment or timber destroyed, damaged or removed by the Grantee from the Lands other than the Right of Way in the exercise of its rights hereunder.
- 4.6 Except in the case of emergency, the Grantee shall provide to the Grantor five (5) days notice prior to exercising any of the rights granted in paragraph 2.1, 2.2 or 2.3 of this Agreement.
- 4.7 The Grantee will plan, design, engineer, install, construct, operate, maintain and repair the Works in accordance with prudent professional engineering design and in a good and workmanlike manner so as to prevent foreseeable flood damage to the Lands and any buildings, structures, crops, livestock or persons thereon and shall indemnify and save harmless the Grantor from any such damage caused by any malfunction of the Works which may be attributed to negligence of the Grantor, its officers, employees, contractors, licensees, agents, invitees and others, in the planning, designing, engineering, installation, construction, operation, maintenance and repair of the Works.
- 4.8 The Grantee will indemnify and keep indemnified the Grantor from and against all liability, actions, proceedings, costs, claims and demands whatsoever that may be lawfully brought against the Grantor by reason of anything done by the Grantee, its officers, employees, contractors, licensees, agents, invitees and others, or other persons authorized by it in the exercise or purported exercise of the right and liberties hereby granted.

- 4.9 In the exercise of any of its rights under paragraph 2.2 or 4.7, the Grantee shall not carry away any soil or other material off the Lands without permission of the Grantor, and any soil or other surface or subsurface material removed in the construction or maintenance of the Works shall be hauled and dumped as is reasonably and practicably directed by the Grantor, on the Lands.
5. The parties hereto each covenant to and agree with each other as follows:
- 5.1 Notwithstanding any rule of law or equity to the contrary, the Works brought onto, set, constructed, laid, erected in, upon or under the Right of Way by the Grantee shall at all times remain the property of the Grantee notwithstanding that the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by the Grantee.
- 5.2 In the event that the Grantee abandons the Works or any part thereof the Grantee may, if it so elects, leave the whole or any part thereof in place and if so abandoned the Works, or part thereof, shall become the property of the Grantor.
- 5.3 In the event that the Grantor wishes to redevelop the Lands in the future and such redevelopment requires an alteration or relocation of the Works then the Grantor shall be entitled at her expense to modify, alter or relocate the Works so as to provide an equivalent drainage system and the Right of Way Area shall be altered accordingly to reflect the as-built location of the Works, provided that the Grantor obtains any and all approvals required by any department, Ministry or agency of Her Majesty the Queen in Right of Canada or British Columbia.
- 5.4 For the purposes of paragraph 5.3 a new Right of Way plan prepared by a qualified British Columbia land surveyor shall be accepted by the parties hereto in substitution of the existing plan, provided the new plan accurately describes the right of way area comprising the Works.
- 5.5 No part of the title in fee simple to the soil shall pass to or be vested in the Grantee under or by virtue of this agreement and the Grantor may fully use and enjoy all of the Lands subject only to the rights and restrictions herein.
- 5.6 The covenants herein contained shall be covenants running with the Lands and that none of the covenants herein contained shall be personal or binding upon the Grantor save and except during the Grantor's ownership of any interest in the Lands, and with respect only to that portion of the Lands of which the Grantor shall have an interest, but that the Lands, nevertheless, be and remain at all times charged therewith.

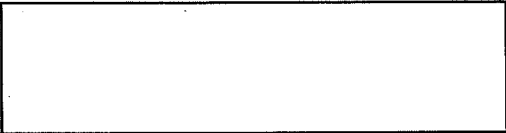
- 5.7 Where the expression "Grantor" includes more than one person, all covenants herein on the part of the Grantor shall be constructed as being several as well as joint.
- 5.8 All disputes arising out of or in connection with this covenant or in respect of any defined legal relationship associated therewith or derived therefrom, shall be referred to and finally resolved by a single arbitrator pursuant to the *Commercial Arbitration Act*, R.S.B.C. 1996, c. 55 and under the rules of the B.C. International Commercial Arbitration Centre, and the case shall be administered in accordance with their domestic arbitration rules. The place of arbitration shall be Courtenay, B.C. The costs of any arbitration shall be shared equally unless the Arbitrator otherwise awards.
- 5.9 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and assigns as the case may be and wherever the singular or masculine is used, it shall be construed as if the plural or the feminine or neuter, as the case may be, had been used, where the parties or the context hereto so require and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.
- 5.10 No waiver of default shall be effective unless expressed in writing by the party waiving default.

As evidence of their agreement to be bound by the above terms, the parties each have executed and delivered this Agreement under seal by executing Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement.

END OF DOCUMENT

**LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia**

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.



1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Christina Reed, Barrister & Solicitor
YOUNG ANDERSON
1616 - 808 Nelson Street
Vancouver

Phone: (604) 689-7400
File: 62-241

BC V6Z 2H2

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

017-655-331 LOT A, SECTION 15, COMOX DISTRICT, PLAN VIP53700

STC? YES

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

SEE SCHEDULE

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) Filed Standard Charge Terms D.F. No.

(b) Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

SEE SCHEDULE

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

THE CORPORATION OF THE CITY OF COURTENAY

A MUNICIPAL CORPORATION INCORPORATED UNDER THE LOCAL GOVERNMENT ACT

830 CLIFFE AVENUE

Incorporation No

COURTENAY

BRITISH COLUMBIA

N/A

V9N 2J7

7. ADDITIONAL OR MODIFIED TERMS:

N/A

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

Officer Signature(s)

Execution Date

Transferor(s) Signature(s)

(as to both signatures)

Y	M	D

BRADFORD ALAN HORNSTEIN

MARGO LYNNE HORNSTEIN

OFFICER CERTIFICATION:

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

**LAND TITLE ACT
FORM D
EXECUTIONS CONTINUED**

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

(as to both signatures)

Y	M	D

CANADIAN WESTERN BANK by its authorized signatories:

Name:

Name:

THE CORPORATION OF THE CITY OF COURTENAY by its authorized signatories:

Mayor: Larry Jangula

Director of Legislative Services: John Ward

(as to both signatures)

OFFICER CERTIFICATION:

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

**LAND TITLE ACT
FORM E**

SCHEDULE

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Modification	EN72709	Statutory Right of Way

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Granting Modification of Statutory Right of Way herein priority over Mortgage CA406620

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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**LAND TITLE ACT
FORM E**

SCHEDULE

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

5. TRANSFERORS:

**BRADFORD ALAN HORNSTEIN and MARGO LYNNE HORNSTEIN (as to Modification)
CANADIAN WESTERN BANK (as to Priority)**

TERMS OF INSTRUMENT – PART 2

MODIFICATION OF STATUTORY RIGHT OF WAY

THIS MODIFICATION AGREEMENT dated for reference the 24th day of March, 2013 is

BETWEEN:

BRADFORD ALAN HORNSTEIN and MARGO LYNNE HORNSTEIN
Both of 780 Nikolaisen Road
Courtenay, BC V9N 3X7

(the "Grantor")

AND:

THE CORPORATION OF THE CITY OF COURTENAY, a municipal corporation incorporated under the *Local Government Act*, and having a mailing address of 830 Cliffe Avenue, Courtenay, B.C. V9N 2J7

(the "Grantee")

GIVEN THAT:

- A. The Grantor is the registered owner of that land located in the City of Courtenay and legally described as:

PID: 017-655-331
Lot A Section 15 Comox District Plan VIP37500

(the "Land");

- B. Pursuant to section 218 of the *Land Title Act*, the Grantor may grant in favour of the Grantee an easement without a dominant tenement to be known as a statutory right of way;
- C. By Agreement registered against the Land at the Victoria Land Title Office on August 10, 1999 under No. EN72709 (the "Prior SRW"), the Grantee was granted a Statutory Right of Way over a portion of the Lands for drainage works and associated facilities and appurtenances; and
- D. It has now been agreed between the Grantor and the Grantee that the Prior SRW shall be modified and the parties hereto desire to set out and confirm the modification as hereinafter set forth:

THIS AGREEMENT is evidence that in consideration of payment of \$2.00 by the Grantee to the Grantor and other and valuable consideration, the receipts of which are acknowledged by the Grantor, the Grantor covenants and agrees with the Grantee in accordance with Section 218 of the *Land Title Act* as follows:

1. The Prior SRW is hereby modified by deleting the phrase “, and shall at all times maintain at its expense two crossings of the Works for the use and enjoyment of the Grantor” in Section 4.3.
2. To the extent that there is any conflict between the terms and conditions of this Modification Agreement and those of the Prior SRW, the terms and conditions of this Modification Agreement shall prevail.
3. All amendments in this Modification Agreement take effect as of the date and year first above written.
4. The Grantor acknowledges that the entering into of this Modification Agreement by the Grantee does not relieve the Grantor from complying with all other lawful requirements including obtaining building permits and obtaining any other necessary permissions.
5. Nothing herein contained or implied shall prejudice or affect the Grantee’s rights, powers, duties, and obligations in the exercise of its functions pursuant to the *Community Charter* and the rights, power, duties, and obligations of the Grantee under all public and private statutes, bylaws, orders and regulations which may be as fully and effectively exercised in relation to the Land as if this Agreement had not been executed and delivered by the Grantee or by the Grantor.
6. Whenever the singular or masculine is used herein the same shall be construed as meaning the plural, feminine or body corporate or politic where the context so requires.
7. The parties shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Modification Agreement.
8. This Modification Agreement shall enure to the benefit and be binding upon the parties hereto, their respective successors and assigns.

As evidence of their agreement to be bound by the terms of this instrument, the parties each have executed and delivered this Agreement under seal by executing Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement.

PRIORITY AGREEMENT

CANADIAN WESTERN BANK (the "Chargeholder") being the holder of Mortgage No. CA406620 (the "Charge")

The Chargeholder, in consideration of the premises and the sum of One Dollar (\$1.00) now paid to the Chargeholder by the Transferee, hereby approves of, joins in and consents to the granting of the within Agreement and covenants and agrees that the same shall be binding upon its interest in or charge upon the Lands and shall be an encumbrance upon the Lands prior to the Charge in the same manner and to the same effect as if it had been dated and registered prior to the Charge.

IN WITNESS WHEREOF the Chargeholder has executed this Agreement on Form D to which this Agreement is attached and which forms part of this Agreement.

END OF DOCUMENT

THE CORPORATION OF THE CITY OF COURTENAY

REPORT TO COUNCIL

FROM: Kevin Lagan, P.Eng.
Director of Operational Services


FILE: 3320-20-11634

DATE: April 11, 2013

SUBJECT: Statutory Right of Way Over Part of Lot A, Section 42 and District Lots 82, 86, and 169, Comox District, and Section 33, Township 11, Nelson District, Plan 68811.

C.A.O. COMMENTS/RECOMMENDATIONS:

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


David Allen

RECOMMENDATION:

That Council approve the Statutory Right of Way over Part of Lot A, Section 42 and District Lots 82, 86 and 169, Comox District, and Section 33, Township 11, Nelson District, Plan 68811;

That the City provide the necessary insurance to Island Corridor Foundation in conjunction with the signing of the Statutory Right of Way; and

That the Mayor and Director of Legislative Services be authorized to sign the Statutory Right of Way document.

PURPOSE:

To approve the Statutory Right of Way between the City and Island Corridor Foundation and to authorize the Mayor and Director of Legislative Services to sign the Statutory Right of Way over Part of Lot A, Section 42 and District lots 82, 86 and 169, Comox District, and Section 33, Township 11, Nelson District, Plan 68811, for the municipal infrastructure located within the Island Corridor Foundation land at Beachwood Road in South Courtenay.

BACKGROUND:

All legal documents are to be presented, on an individual basis, to Council, and the Mayor and Director of Legislative Services authorized to sign the Documents.

In conjunction with the Buckstone Development, City owned infrastructure was installed within the Beachwood Road – road allowance owned by the City and Ministry of Transportation and also under the E & N Railway owned by Island Corridor Foundation.

DISCUSSION:

The owner of the E&N Railway, Island Corridor Foundation no longer issues “permits” for Municipal infrastructure located within its land. Each infrastructure crossing of the railway now requires a Statutory Right of Way.

The terms of the Statutory Right of Way agreement detail that the City is required to provide ‘commercial general liability insurance’ to Island Corridor Foundation.

A copy of the Statutory Right of Way document and a site reference plan are attached.

FINANCIAL IMPLICATIONS:

The City is required to provide insurance to Island Corridor Foundation for duration of the Statutory Right of Way.

STRATEGIC PLAN REFERENCE:

At this time there are no strategic plan references.

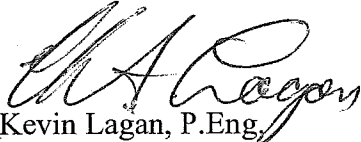
OCP SUSTAINABILITY REFERENCE:

No references.

REGIONAL GROWTH STRATEGY REFERENCE:

No references.

Respectfully submitted,



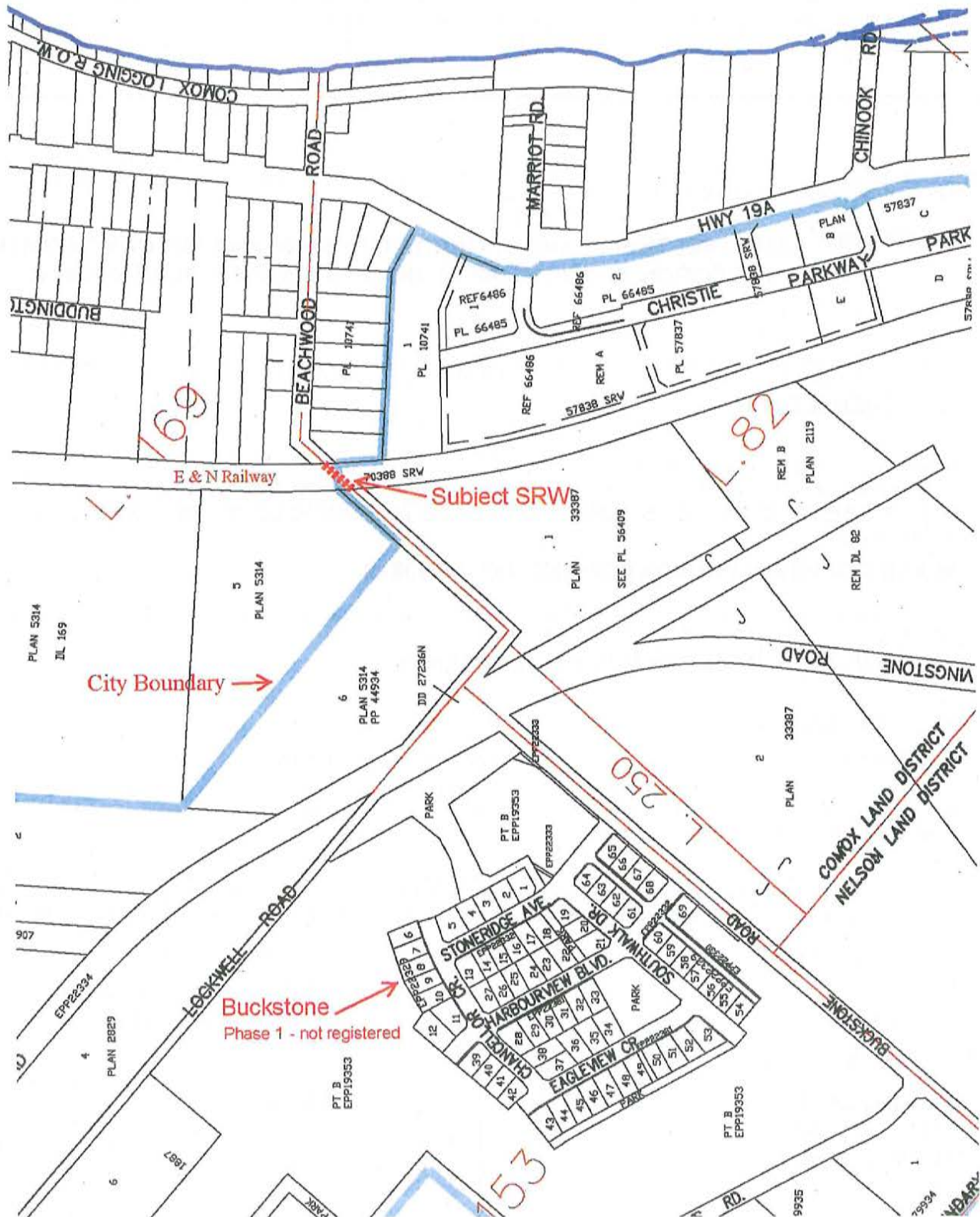
Kevin Lagan, P.Eng.
Director of Operational Services



Lesley Hatch, P.Eng.
Municipal Engineer

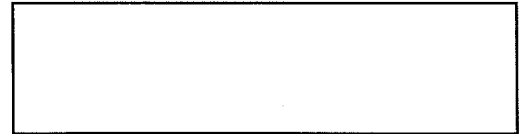
LAD/ld

Site Plan



**LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia**

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.



1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

024-488-208 LOT A, SECTION 42 AND DISTRICT LOTS 82, 86 AND 169, COMOX DISTRICT AND SECTION 33, TOWNSHIP 11, NELSON DISTRICT, PLAN VIP68811

STC? YES

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION
SEE SCHEDULE

4. TERMS: Part 2 of this instrument consists of (select one only)
(a) Filed Standard Charge Terms D.F. No. (b) Express Charge Terms Annexed as Part 2
A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):
ISLAND CORRIDOR FOUNDATION (INC. NO. 419938-3)

6. TRANSFEREE(S): (including postal address(es) and postal code(s))
THE CORPORATION OF THE CITY OF COURTENAY

830 CLIFFE AVNUE
COURTENAY BRITISH COLUMBIA
V9N 2J7 CANADA

7. ADDITIONAL OR MODIFIED TERMS:
n/a

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

Officer Signature(s)

Scott A. Ritter
Barrister & Solicitor
921 H Canada Avenue
Duncan, BC V9L 1V2
Tel: 250-748-5857

Execution Date		
Y	M	D
13	04	

Transferor(s) Signature(s)

Island Corridor Foundation by its
Authorized Signatory(ies):

Name:

Name:

OFFICER CERTIFICATION:

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

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Y	M	D
13		

The Corporation of the City of
Courtenay by its authorized
signatory(ies):

Name:

Name:

OFFICER CERTIFICATION:

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

**LAND TITLE ACT
FORM E**

SCHEDULE

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Statutory Right of Way		That area shown outlined in heavy black on Plan EPP20920

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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TERMS OF INSTRUMENT - PART 2

STATUTORY RIGHT OF WAY

THIS AGREEMENT made the 1st day of February, 2013.

BETWEEN:

ISLAND CORRIDOR FOUNDATION
111 Wallace Street
PO Box 667 Stn A
Nanaimo, BC V9R 5L9

(hereinafter called the "Transferor")

AND:

THE CORPORATION OF THE CITY OF COURTENAY, a Municipal Corporation
830 Cliffe Avenue
Courtenay, BC V9N 2J7

(hereinafter called the "Transferee")

WHEREAS:

- A. The Transferor is the registered owner in fee simple of the lands located in Courtenay, British Columbia as set out in section 2 of Part 1 of this document (the "Lands");
- B. Section 218 of the *Land Title Act*, R.S.B.C. 1996, c. 250 enables the Transferor to grant in favour of the Transferee an easement without a dominant tenement to be known as a statutory right of way;
- C. The Transferee requires and the Transferor wishes to grant to the Transferee a statutory right of way for water, sanitary sewer and storm sewer utility purposes over the Lands (the "Statutory Right of Way");
- D. This statutory right of way is necessary for the operation and maintenance of the Transferee's undertaking; and
- E. The Transferor has leased the relevant Lands to Southern Railway of Vancouver Island Limited ("SVI") which has railway operations over the Lands.

NOW THEREFORE in consideration of the premises contained in this Agreement, \$1.00 paid by the Transferee to the Transferor, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

GRANT

1. Subject to the restrictions contained herein, the Transferor hereby grants and conveys in perpetuity and at all times to the Transferee the full, free and uninterrupted right, licence, liberty, privilege, easement and right of way in common with the Transferor over that part of the Lands lying within Statutory Right of Way Plan EPP20920 (the "Right of Way Area") a copy of which is attached hereto:
 - (a) to enter over, on, in, and under the Right of Way Area to lay down, install, construct, entrench, operate, clean, cover with soil, maintain, inspect, alter, remove, replace, bury, cleanse, string and otherwise establish one or more systems of water works, sanitary sewers, pumps, valves and similar equipment or any of them, together with all ancillary attachments and fitting, upon, over, under and across the Lands of the Transferor for the passage of water (hereinafter collectively called the "Works");
 - (b) to bring on to the Right of Way Area all materials and equipment the Transferee requires for the Works; and
 - (c) to do all other things on the Right of Way Area as may reasonably be necessary, desirable or incidental to the Works.

CARE AND ATTENTION

2. The Transferee will:
 - (a) use the Right of Way Area and carry out the construction and maintenance of the Works in a good and workmanlike manner in order to cause no unnecessary damage or disturbance to the Transferor, the Lands or any improvement on the Lands;
 - (b) exercise care not to damage the Lands or any improvements on the Lands and if the Transferee should cause any such damage, restore such damaged Lands or improvements thereon to as close to their pre-damaged condition as is reasonably practicable with reasonable dispatch or where the Transferee deems restoration to be impracticable, reimburse the Transferor for all damage the Transferee has caused but not restored; and
 - (c) accept sole responsibility for only normal and usual maintenance of water and pipe works within the Right of Way Area, including but not limited to the waterworks mainline, main line valves, and fire hydrants.

PARAMOUNTCY OF RAILWAY USES ON THE LANDS

3. The Transferee acknowledges, covenants and agrees with the Transferor that:

- (a) The Lands, including the Right of Way Area, are used for railway operations, which may include, without limitation, the operation of vehicles, trains and locomotives, with or without cargo, and the installation, construction, replacement, maintenance, repair and operation of equipment, railway ties, plates, spikes, tracks, rail fastenings, rails, ballast, switch materials, structures, vehicles, crossing signals, signs and all other railway works, equipment, attachments and appurtenances necessary or incidental to the operation, construction, replacement, repair or maintenance of a railway (collectively, the "Railway Purposes").
- (b) The Transferee's right to use the Lands pursuant to the Statutory Right of Way granted to the Transferee is non-exclusive and the Transferee further acknowledges that the Transferor has in the past granted and may in the future grant rights (including leases and licences) to other persons including SVI (the "Third Parties") to enter upon and use the Lands for various purposes (the "Third Party Uses") including, without limitation, for Railway Purposes, and for the installation of utilities, and that pursuant to such rights, Third Parties may be permitted to occupy portions of the Lands which are within or parallel to the Right of Way Area, or which cross over or under the Right of Way Area, provided that any such rights which may be granted by the Transferor in the future shall not unduly interfere in a material way with the rights granted to the Transferee hereunder.
- (c) The Transferor and Third Parties shall at all times have unrestricted access to and use of the Lands (including the Right of Way Area) for the purposes described and subject to the limitations contained in subsection (b).
- (d) The Transferee shall ensure that the use, maintenance, repair, relocation or removal of the Works shall not at any time interfere with the use of the Lands by the Transferor for Railway Purposes or interfere in a material way with Third Party Uses on the Lands.

COMPLIANCE WITH LAWS

- 4. If the Transferee constructs any Works within the Right of Way Area, the Transferee will comply, at its sole expense, with any and all laws, by-laws, regulations, orders, requirements and directives of any and all federal, provincial or municipal governments, tribunals, bodies or other entities having legal jurisdiction over the Transferee or the use, maintenance, repair, relocation or removal of the Works on the Lands or any portion thereof including, without limitation, the Federal *Railway Safety Act*, the British Columbia *Railway Safety Act*, the British Columbia *Railway Act*, and any applicable regulations passed under such legislation.

COVENANTS OF THE TRANSFEREE

5. All costs for labour, materials and machinery pursuant to constructing, maintaining, repairing and replacing the Works shall be borne solely by the Transferee.
6. All damage caused by the Transferee in undertaking the Works shall be repaired at the cost of the Transferee.
7. If the Transferee installs the Works in the Right of Way Area, the surface of the Right of Way Area shall be restored by the Transferee to its original condition, in a manner acceptable to the Transferor, as soon as any of the Works have been completed.
8. Any of the Works undertaken by the Transferee shall be completed by the Transferee with due dispatch.
9. The Transferee will thoroughly clean all areas of the Right of Way Area of all rubbish and construction debris created or placed thereon by the Transferee and it will leave the Right of Way Area in a neat and clean condition.
10. The Transferee will carry out the construction, maintenance, repair, and renewal of the Works in a proper and work-like manner so as to do no injury to the Right of Way Area.
11. The Transferee will not store vehicles, tools or materials on the Right of Way Area.
12. All work undertaken by the Transferee in the Right of Way Area shall be in accordance with the Transferor's reasonable instructions and shall not interfere with Railway Purposes.

MAINTENANCE AND SERVICING

13. The Transferee shall not make any changes, alterations, repairs or additions to the Works or Lands without the prior written consent of the Transferor, which the Transferor may refuse in its reasonable discretion.
14. Without limiting the generality of section 2 of this Agreement, the Transferee shall schedule and carry out the construction, repair and maintenance of the Works in order to avoid unreasonable disruption of the use of the Lands for Third Party Uses including, without limitation, Railway Purposes.
15. Any Third Party using the Right of Way Area for the Railway Purposes shall be entitled to perform all construction, maintenance, replacement or repair of the track structure within the Right of Way Area at that Third Party's sole expense. The Transferee shall, at its sole risk and expense, construct, maintain, and repair all Works.

PROPERTY PROTECTION

16. If, at any time, as a result of the use, maintenance, repair, relocation or removal of the Works or any part thereof, the Transferor or a Third Party deems it necessary to place flagmen, inspectors or supervisors for the protection of the Transferor's property or undertaking or the property or undertaking of such Third Party, the Transferor or such Third Party shall have the right to do so at the sole cost and expense of the Transferee.

NOTICES TO THIRD PARTIES

17. The Transferor may at any time, and from time to time, notify the Transferee that, in addition to any notices which the Transferee is required to give to the Transferor in accordance with this Agreement, the Transferee must also give similar notices to one or more Third Parties ("Notification Party(ies)") and in that event such Third Parties shall, have the same rights to receive notice as are given to the Transferor by this Agreement. The Transferor shall give the Transferee the method, address, fax number and name of a responsible individual so that the Transferee can notify any Third Parties, as required by this Agreement. The Transferee acknowledges that SVI shall constitute a Notification Party hereunder.

ENTRY NOTICE

18. Except for emergency situations or situations requiring immediate action, if the Transferee desires to enter upon the Lands to construct, maintain, or repair any part of the Works or for any other reason, the Transferee shall give not less than forty-eight (48) hours prior written notice to the Transferor and any Notification Parties. The Transferee shall not commence such work without flagging protection against trains and other railway operations and track movements being provided by a Third Party using the Right of Way Area for the Railway Purposes.
19. If any work undertaken by the Transferee on the Lands pursuant to this Agreement requires that the Transferee excavate within or otherwise alter or disturb the Lands, such notice shall include (as applicable) copies of drawings showing the plan, elevation, details and method of the proposed work.
20. Methods and timing of all work undertaken by the Transferee on the Lands pursuant to this Agreement shall be subject to the consent and approval of the Transferor, which consent and approval shall not be unreasonably withheld or delayed.
21. In emergency situations or situations requiring immediate action, where possible and practicable in the circumstances, the Transferee shall notify the Transferor and any Notification Parties verbally or by facsimile before entering the Land and then may enter the Land immediately after having received verbal permission (not to be unreasonably withheld or delayed) to do so from the person to whose attention notices addressed to the Transferor must be sent in accordance with Section 37. If

advance notice is not possible or practicable, the Transferee shall notify the Transferor and any Notification Parties following entry onto the Land and rectification of the situation.

RELOCATION

22. If the Transferor deems it necessary to alter the location of the Statutory Right of Way or the Works, or if the Transferor is required to make changes to its track, structure or facilities, which would necessitate the moving and relocating of all or any part of the Works, the Transferee agrees to execute a new Statutory Right of Way agreement in substantially the same form as this Agreement to authorize and protect the Right of Way Area in its new location and the Works in their new location. On execution and registration of the new agreement, this Agreement shall be deemed to be null and void, and the Transferee shall forthwith provide the Transferor with a registerable discharge of the null and void Statutory Right of Way. The Right of Way Area under any such new agreement must be mutually agreed to by the Transferee and Transferor, both acting reasonably. If the alteration is at the request of the Transferor, the cost of the physical relocation of the Works and preparation, execution and registration of the amending agreement and plan shall be borne by the Transferor.

OWNERSHIP AND RESPONSIBILITY

23. The title to the Works placed under or affixed to the Lands shall remain vested in the Transferee, subject to the provisions of section 24.

DISCONTINUANCE

24. If at any time the Transferee decides to permanently discontinue the use of the Works, the Transferee shall give the Transferor and any Notification Parties at least sixty (60) days notice of the date (the "Discontinuance Date") on which the Transferee will discontinue such use. In that event, the Transferee:
 - (a) may, at its option, remove the Works from the Lands provided it gives written notice to the Transferor and any Notification Parties of its intention to do so within sixty (60) days of the Discontinuance Date; or
 - (b) shall remove the Works from the Lands after receipt of written notice from the Transferor, which the Transferor shall give to the Transferee within sixty (60) days of the Discontinuance Date if the continued presence of the Works in the opinion of the Transferor, acting reasonably, shall constitute a hazard or interference with Railway Purposes; and
 - (c) shall forthwith provide the Transferor with a registerable discharge of this Statutory Right of Way.

25. In each of the cases described in Section 23, the Transferee will promptly begin and shall thereafter diligently continue to remove the Works, under the supervision of the Transferor or the relevant Third Party. Such removal shall be carried out at the Transferee's cost, risk and expense and thereafter the Transferee shall restore the land to a condition reasonably satisfactory to the Transferor, shall make good any damage caused to the property of the Transferor by such removal, and shall leave the Lands free of any environmental contamination resulting from the Transferee's use thereof.
26. If neither Section 23(a) nor Section 23(b) applies, the Transferee may abandon the Works in place, in which case they will become the Transferor's unencumbered property, but the Transferee shall remain responsible for any damage, cost, expense or liability whatsoever that may be caused to the Transferor by the Works and the Transferee shall indemnify and hold harmless the Transferor from and against any damage, claim or action of any nature resulting from the abandonment of the Works including any damage, claim or action related to any environmental contamination resulting from the Transferee's use thereof.

DISCHARGE OF LIENS

27. The Transferee covenants and agrees that it shall not create or permit to remain, but will remove and discharge or cause to be removed and discharged promptly at its cost and expense any lien, encumbrance, charge or claim of lien (collectively "Lien") upon the Lands which arises out of the use thereof by the Transferee or by reason of labour or material furnished or claimed to have been furnished for the Transferee. The Transferee shall not be required to pay any such Lien so long as it shall, in a timely manner, contest or cause to be contested at its cost and expense the amount or validity thereof and shall take all appropriate proceedings necessary to prevent the collection of or other realization upon such Lien and the sale or forfeiture of the Lands or any part thereof or any interest therein to satisfy the same. Any such contest shall be promptly prosecuted to a final conclusion and the Transferee shall pay and save harmless the Transferor from and against all losses, judgments, decrees and costs (including lawyers' reasonable fees and expenses on a solicitor and his own client basis) in connection therewith and shall promptly after final determination of such contest pay or discharge any amount levied, assessed, charged, imposed or determined to be payable therein together with all penalties, fines, interests, costs and expenses.

INDEMNITIES

28. The Transferee shall indemnify and save harmless the Transferor from and against any and all claims, demands, awards, judgments, orders, actions, proceedings, expenses (including legal expenses on a solicitor and client basis), and liabilities in respect of any and all loss or destruction of or damage to property, breach of covenant by the Transferee and against any and all personal injury, including injury resulting in death,

suffered or incurred by the Transferor, the Third Parties or their respective employees, agents, officers, invitees or contractors, or any member of the public at large, and arising out of or in any way connected with anything done or not done, as required hereunder, by the Transferee or persons for whom the Transferee is responsible in law except to the extent that the Transferor or Third Party suffers loss or damage as a result of the negligence of the Transferor, Third Party or persons for whom the Transferor or Third Party is responsible in law.

29. For the purposes of this section:

- (a) "Contaminants" means any pollutants, contaminants, deleterious substances, underground or above-ground tanks, asbestos materials, hazardous, corrosive, or toxic substances, special waste, hazardous waste or waste of any kind, or any other substance which is now or hereafter prohibited, controlled or regulated under Environmental Laws; and
- (b) "Environmental Laws" means any statutes, laws, regulations, orders, bylaws, standards, guidelines, protocols, permits and other lawful requirements of any governmental authority having jurisdiction over the Lands now or hereafter in force relating in any way to the environment, health, occupational health and safety or transportation of dangerous goods, including the principles of common law and equity.

30. The Transferee covenants and agrees with the Transferor as follows:

- (a) to comply, and cause its employees, contractors and agents to comply, with all Environmental Laws in connection with the use of the Right of Way Area as herein contemplated;
- (b) to promptly notify the Transferor and any Notification Party in writing of any release of a Contaminant or any other occurrence or condition at the Right of Way Area of which it becomes aware which could contaminate the Right of Way Area or the Lands or subject the Transferor, or any Third Party to any fines, penalties, orders, investigations or proceedings under Environmental Laws;
- (c) to remediate, in accordance with Environmental Laws and at its cost, any contamination of the Right of Way Area or the Lands resulting from Contaminants, at levels exceeding regulated standards pursuant to Environmental Laws as are applicable to the Lands and any adjacent lands, in either case brought onto, used at, or released from the Right of Way Area by the Transferee, its employees, contractors or agents. All such Contaminants that are the legal responsibility of the Transferee, its employees, contractors and agents shall remain the property of the Transferee or such persons, as the case may be; and

- (d) to indemnify the Transferor, and its directors, officers, shareholders, employees, contractors, agents, successors and assigns from any and all liabilities, actions, damages, claims, losses, costs, fines, penalties and expenses whatsoever (including all legal and consultants' fees and expenses and the cost of remediation of the Right of Way Area or the Lands) arising from or in connection with:
 - (i) any breach of or non-compliance with the provisions of this section by the Transferee, its employees, contractors or agents; or
 - (ii) any release of any Contaminants, at levels exceeding regulated standards pursuant to Environmental Laws as are applicable to the Lands and any adjacent lands, related to or as a result of the use of the Statutory Right of Way by the Transferee, its employees, contractors, or agents.

31. The indemnities pursuant to section 28 and 30 shall survive the expiry or earlier termination of this Agreement in respect of conduct or damage commencing or occurring during the term of this Agreement or any renewal, continuance or over-holding thereof.

INSURANCE

32. The Transferee will, at its own expense, maintain with one or more companies duly authorized to carry on business within the Province of British Columbia and approved by the Transferor, commercial general liability insurance in an amount of not less than FIVE MILLION (\$5,000,000.00) DOLLARS per occurrence against claims for personal injury, death, or property damage or loss arising out of the use and occupation of the Lands indemnifying and protecting the Transferor and its respective servants and agents.
33. Any and all policies of insurance referred to in Section 32 will:
- (a) be written in the name of the Transferee and the Transferor as the insureds with loss payable to the Transferor and the Transferee as their respective interests may appear;
 - (b) contain a cross-liability clause in favour of the Transferor; and
 - (c) not be cancelled by the Transferee without first giving the Transferor at least 30 day's notice in writing of its intention to cancel.
34. The Transferee will pay or caused to be paid all of the premiums under the policies of insurance referred to in this Section 32 as they become due and payable; and in default of payment by the Transferee, the Transferor may pay the same and recover the amount so paid as additional Annual Fees.

35. The Transferee will promptly deliver or cause to deliver to the Transferor certified copies of all policies of insurance referred to in Section 32 and obtained and maintained by the Transferee, accompanied by evidence satisfactory to the Transferor that the premiums on those policies have been paid.
36. The Transferee agrees that should the Transferee at any time during the Term fail to insure or keep insured the Lands, then in any of such events, the Transferor, although not obliged to do so, may obtain and maintain such insurance in such amount or amounts with such deductible amounts and for such period or periods of time as the Transferor deems advisable; and the Transferee will pay to the Transferor as additional Annual Fees, upon the Transferor obtaining any such insurance and thereafter annually during the Term, within 30 days after receipt of any invoice from the Transferor, such amounts as the Transferor has expended for such insurance. If the Transferor pays for or obtains and maintains any insurance pursuant to this Section, the Transferor will submit to the Transferee annually a statement of the amount or amounts payable by the Transferee under this Section as the cost of such insurance for the next ensuing year, and upon receipt of payment will apply the payment on account of the premiums of such insurance with the loss, if any, thereunder payable to the Transferor and the Transferee as their interests may appear.

NOTICE

37. Any notice, request, demand, invoice or report shall be in writing and delivered in person or transmitted by facsimile as follows:

To the Transferor: Island Corridor Foundation
c/o 921 - H Canada Avenue
Duncan, BC V9L 1 V2
Attention: Scott Ritter
Telephone: (250) 748-5857
Facsimile: (250) 748-5869

To the Transferee: The Corporation of the City of Courtenay
830 Cliffe Avenue
Courtenay, BC V9N 2J7
Attention: Chief Administrative Officer
Telephone: (250) 334-4441
Facsimile: (250) 334-4241

38. Notices sent, as set out above, shall be deemed to have been received when delivered, if given by delivery, or if transmitted by facsimile, upon confirmation of transmission if transmitted during normal business hours in the city of the addressee, and if after such normal business hours, the business day next following. Any party

may at any time and from time to time notify the other in writing as to a change of address, or facsimile number or the person to whose attention the notice is to be given, and upon receipt of such notice, Section 37 shall be deemed to be amended accordingly.

MISCELLANEOUS

39. This Statutory Right of Way shall be construed as running with the Lands and no part of the fee simple shall pass or be vested in the Transferees.
40. This Agreement sets forth the entire agreement between the parties with respect to the Statutory Right of Way granted hereunder, and the Transferor and the Transferee agree that there are no representations or warranties relating to their respective rights and obligations hereunder except as expressly set forth herein.
41. Time shall be of the essence of this Agreement.
42. This Agreement shall extend to, be binding upon, and enure to the benefit of the parties hereto and their respective successors and assigns.
43. This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia.
44. It is mutually agreed and declared by and between the parties hereto that this grant of Statutory Right of Way to the Transferee does not in any way require the Transferee to construct, maintain, repair or replace any infrastructure or other work along, over, under or upon the Right of Way Area, unless the Transferee is expressly required to perform such operations under the terms of this Agreement. For clarity, the parties do not intend that this Agreement be construed as an agreement for capital purposes extending longer than 5 years.
45. The titles and headings used in this Agreement are provided solely to facilitate reference to its various provisions and shall not be used in its interpretation.
46. Each provision of this Agreement is severable from the others and the nullity of any portion of this Agreement shall not render any other part of it void.
47. This Agreement may be executed in one or more counterparts, each of which will constitute an original and all of which together will constitute one and the same Agreement.
48. This Agreement may not be amended or modified in any respect, except by written instrument signed by the parties hereto.

SVI

49. The Transferee shall execute the agreement with SVI attached as Schedule "A" to this Agreement.

IN WITNESS WHEREOF the parties acknowledge that this Agreement has been duly executed and delivered by the parties executing Form C and D (pages 1 and 2) attached to and forming part of this Agreement.

Schedule "A"

THIS AGREEMENT is dated the ___ day of _____, 2012;

BETWEEN:

SOUTHERN RAILWAY OF VANCOUVER
ISLAND LIMITED, a company incorporated
pursuant to the laws of British Columbia;

("SVI")

AND:

THE CORPORATION OF THE CITY OF COURTENAY, a Municipal
Corporation
830 Cliffe Avenue
Courtenay, BC V9N 2J7

(the "Transferees")

WHEREAS:

- A. The Transferees have entered into a Statutory Right of Way with the Island Corridor Foundation ("ICF") (the "Statutory Right of Way") pursuant to which the Transferees have rights across a railway which is operated by SVI, as is further specified in the Statutory Right of Way.
- B. It is a condition of the ICF granting rights to the Transferees under the Statutory Right of Way that the Transferees execute this Agreement in favour of SVI.

NOW THEREFORE in consideration of TEN (\$10.00) DOLLARS paid by SVI to the Transferees and other good and valuable consideration, the parties agree as follows:

Definitions:

- 1. "Losses" means all claims, demands, actions, causes of action, proceedings, judgements, awards, losses, liabilities, interest, costs and expenses (including, without limitation, reasonable legal and other professional fees and disbursements) arising directly or indirectly as a result of the Statutory Right of Way or anything done or not done thereunder;
- 2. All terms used in this Agreement shall have the same meaning as set out in the Statutory Right of Way;

3. The Transferees shall give notice to the SVI as a Notice Party under the Statutory Right of Way;
4. The Transferees shall indemnify and save harmless the SVI from and against any and all Losses arising out of the Statutory Right of Way or anything done or not done thereunder, attributable to the fault or negligence of the Transferees, their representatives, agents or invitees.
5. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether verbal or written, of the parties. There are no general, specific, implied or express warranties, representations, conditions or other agreements by or between the parties in connection with the entering into of this Agreement or the subject matter hereof except as specifically set forth herein.
6. The parties hereto and each of them do hereby covenant and agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.
7. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the parties hereto hereby submit to the jurisdiction of the Courts in the Province of British Columbia. The parties agree that any litigation between the parties which arises pursuant to or in connection with this Agreement, or any of its provisions, shall be referred to the Courts in the Province of British Columbia and shall not be referred to the Courts of any other jurisdiction.
8. The headings in this Agreement have been inserted for reference and as a matter Agreement or any provision hereof.
9. No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.
10. Any notice required to be given hereunder by any party shall be deemed to have been well and sufficiently given if:
 - (a) personally delivered to the party to whom it is intended or if such party is a corporation to an officer of that corporation; or

- (b) mailed by prepaid registered mail, telecopied or delivered, to the address or telecopier number of the party to whom it is intended as follows:

if to SVI, then:

p.o. Box 581, 7 Port Way
Nanaimo, B.C. V9R 5L3
Fax: (250) 754-5318;

if to the Transferees, then:

The Corporation of the City of Courtenay
830 Cliffe Avenue
Courtenay, BC V9N 2J
Fax: (250) 334-4241

or to such other address or number as a party may from time to time direct in writing.

11. Any notice delivered before 4:30 p.m. local time on a day that is not a Saturday, Sunday or statutory holiday in British Columbia (a "Business Day") shall be deemed to have been received on the date of delivery and any notice delivered after 4:30 p.m. local time on a Business Day or delivered on a day other than a Business Day, shall be deemed to have been received on the next Business Day. Any notice mailed shall be deemed to have been received seventy two (72) hours after the date it is postmarked. Any notice sent by fax before 4:30 p.m. local time on a Business Day shall be deemed to have been received when the sender receives the answer back confirming receipt by the recipient; provided, however, that any fax received after 4:30 p.m. local time on a Business Day or received on a day other than a Business Day shall be deemed to have been received on the next Business Day. If normal mail or communications service is interrupted by strike, slow-down, force majeure or other cause after the notice has been sent the notice will not be deemed to have been received until actually received. In the event normal mail service is impaired at the time of sending the notice, then personal delivery or fax transmission only shall be effective.

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

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the date first written.

SOUTHERN RAILWAY OF VANCOUVER ISLAND)
LIMITED has caused this Agreement to be)
executed in its corporate name on its behalf)
by its duly authorized director:)

Per:

)
)
)
)
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)

THE CORPORATION OF THE CITY OF)
COURTENAY has caused this Agreement to be)
executed in its corporate name on its behalf)
by its duly authorized director:)

Per:

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6

THE CORPORATION OF THE CITY OF COURTENAY

REPORT TO COUNCIL

FROM: Kevin Lagan, P.Eng.
Director of Operational Services

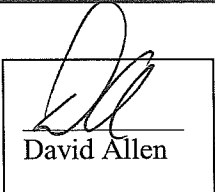
FILE: 5400-20-Anderton/Cumberland Rd Ducts

DATE: April 16, 2013

SUBJECT: Statutory Right of Way over Part of Lot A, Section 69, Comox District, Plan VIP68839

C.A.O. COMMENTS/RECOMMENDATIONS:

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



David Allen

RECOMMENDATION:

That Council approve the Statutory Right of Way over Part of Lot A, Section 69, Comox District, Plan VIP68839;

That the City provide the necessary insurance to Island Corridor Foundation in conjunction with the signing of the Statutory Right of Way; and

That the Mayor and Director of Legislative Services be authorized to sign the Statutory Right of Way document.

PURPOSE:

To approve the Statutory Right of Way between the City and Island Corridor Foundation and to authorize the Mayor and Director of Legislative Services to sign the Statutory Right of Way over Part of Lot A, Section 69, Comox District, Plan VIP68839, for the municipal infrastructure located within the Island Corridor Foundation land at Cumberland Road.

BACKGROUND:

All legal documents are to be presented, on an individual basis, to Council, and the Mayor and Director of Legislative Services authorized to sign the Documents.

City owned infrastructure for fibre optic communication ducts was installed within the Cumberland Road – road allowance owned by the City and under the E & N Railway owned by Island Corridor Foundation.

DISCUSSION:

The owner of the E&N Railway, Island Corridor Foundation no longer issues “permits” for Municipal infrastructure located within its land. Each infrastructure crossing of the railway now requires a Statutory Right of Way.

The terms of the Statutory Right of Way agreement detail that the City is required to provide ‘commercial general liability insurance’ to Island Corridor Foundation.

A copy of the Statutory Right of Way document and a site reference plan are attached.

FINANCIAL IMPLICATIONS:

The City is required to provide insurance to Island Corridor Foundation for duration of the Statutory Right of Way.

STRATEGIC PLAN REFERENCE:

At this time there are no strategic plan references.

OCP SUSTAINABILITY REFERENCE:

No references.

REGIONAL GROWTH STRATEGY REFERENCE:

No references.

Respectfully submitted,



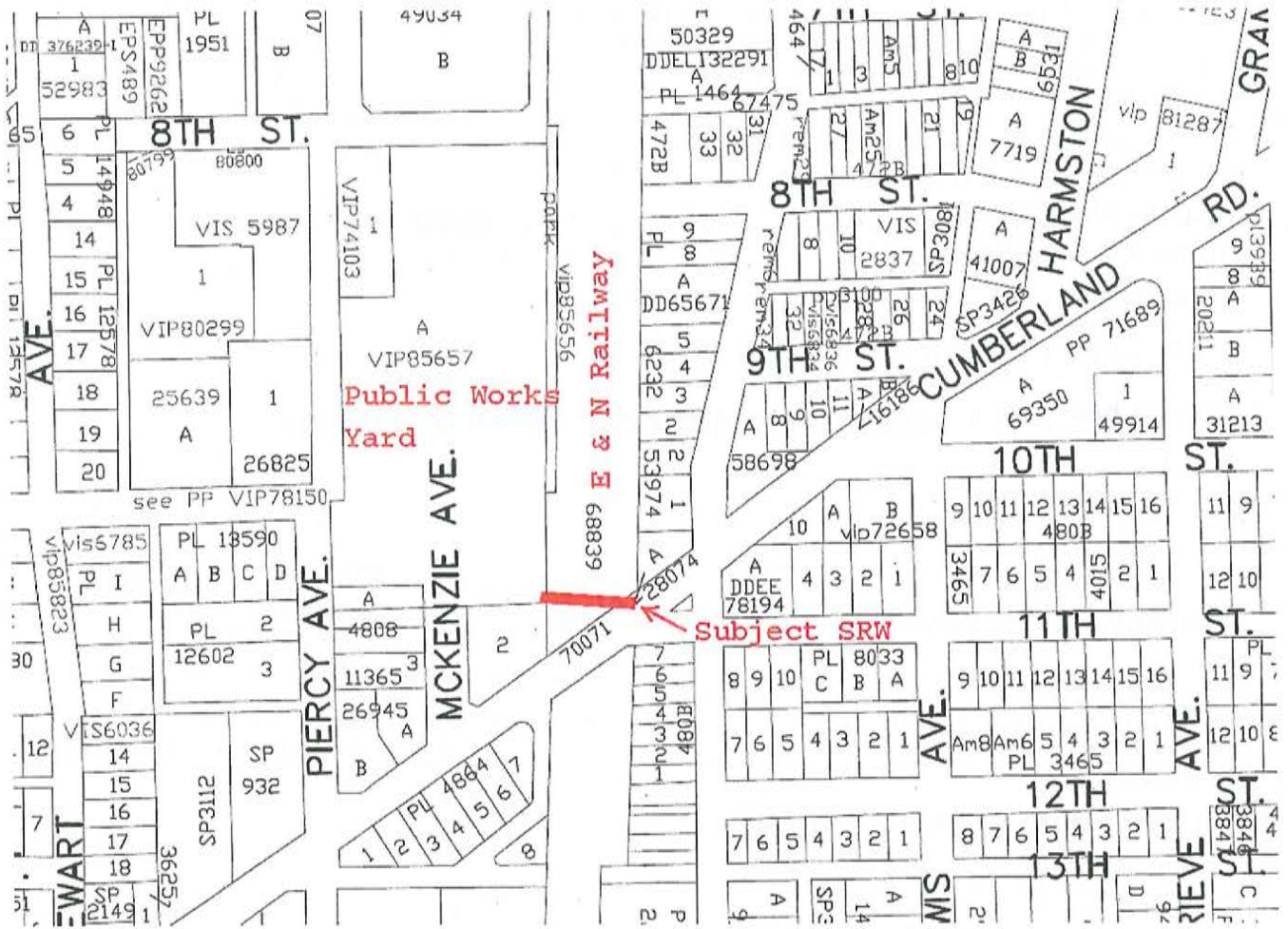
Kevin Lagan, P.Eng.
Director of Operational Services



Lesley Hatch, P.Eng.
Municipal Engineer

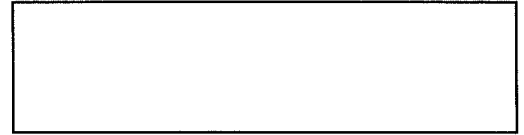
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Site Plan



**LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia**

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.



1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

**Christina Reed, Barrister & Solicitor
YOUNG ANDERSON
1616 - 808 Nelson Street
Vancouver**

Phone: (604) 689-7400
File: 62-259

BC V6Z 2H2

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

024-483-966 LOT A SECTION 69 COMOX DISTRICT PLAN VIP68839

STC? YES

3. NATURE OF INTEREST

Statutory Right of Way

CHARGE NO.

ADDITIONAL INFORMATION

over Plan EPP _____

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) Filed Standard Charge Terms D.F. No.

(b) Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

ISLAND CORRIDOR FOUNDATION

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

THE CORPORATION OF THE CITY OF COURTENAY

A MUNICIPAL CORPORATION INCORPORATED UNDER THE LOCAL GOVERNMENT ACT

830 CLIFFE AVENUE

Incorporation No

COURTENAY

BRITISH COLUMBIA

N/A

V9N 2J7

CANADA

7. ADDITIONAL OR MODIFIED TERMS:

N/A

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

Officer Signature(s)

Execution Date

Y	M	D

Transferor(s) Signature(s)

**ISLAND CORRIDOR
FOUNDATION** by its authorized
signatories:

Name: _____

Name: _____

(as to both signatures)

OFFICER CERTIFICATION:

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

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Y	M	D

(as to both signatures)

THE CORPORATION OF THE CITY
OF COURTENAY by its authorized
signatories:

Mayor: Larry Jangula

Director of Legislative Services: John
Ward

OFFICER CERTIFICATION:

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

TERMS OF INSTRUMENT - PART 2
STATUTORY RIGHT OF WAY

THIS AGREEMENT made the 15th day of April, 2013.

BETWEEN:

ISLAND CORRIDOR FOUNDATION
111 Wallace Street
PO Box 667 Stn A
Nanaimo, BC V9R 5L9

(hereinafter called the "Transferor")

AND:

THE CORPORATION OF THE CITY OF COURTENAY, a Municipal Corporation
830 Cliffe Avenue
Courtenay, BC V9N 2J7

(hereinafter called the "Transferee")

WHEREAS:

- A. The Transferor is the registered owner in fee simple of the lands located in Courtenay, British Columbia as set out in section 2 of Part 1 of this document (the "Lands");
- B. Section 218 of the *Land Title Act*, R.S.B.C. 1996, c. 250 enables the Transferor to grant in favour of the Transferee an easement without a dominant tenement to be known as a statutory right of way;
- C. The Transferee requires and the Transferor wishes to grant to the Transferee a statutory right of way for communication purposes over the Lands (the "Statutory Right of Way");
- D. This statutory right of way is necessary for the operation and maintenance of the Transferee's undertaking; and
- E. The Transferor has leased the relevant Lands to Southern Railway of Vancouver Island Limited ("SVI") which has railway operations over the Lands.

NOW THEREFORE in consideration of the premises contained in this Agreement, \$1.00 paid by the Transferee to the Transferor, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

GRANT

- 1. Subject to the restrictions contained herein, the Transferor hereby grants and conveys in perpetuity and at all times to the Transferee the full, free and uninterrupted right,

licence, liberty, privilege, easement and right of way in common with the Transferor over that part of the Lands lying within Statutory Right of Way Plan EPP _____ (the "Right of Way Area") a copy of which is attached hereto:

- (a) to enter over, on, in, and under the Right of Way Area to lay down, install, construct, entrench, operate, clean, cover with soil, maintain, inspect, alter, remove, replace, bury, cleanse, string and otherwise establish one or more systems of fibre optic cables, ducts and similar equipment or any of them, together with all ancillary attachments and fitting, upon, over, under and across the Lands of the Transferor for communication purposes (hereinafter collectively called the "Works");
- (b) to bring on to the Right of Way Area all materials and equipment the Transferee requires for the Works; and
- (c) to do all other things on the Right of Way Area as may reasonably be necessary, desirable or incidental to the Works.

CARE AND ATTENTION

2. The Transferee will:

- (a) use the Right of Way Area and carry out the construction and maintenance of the Works in a good and workmanlike manner in order to cause no unnecessary damage or disturbance to the Transferor, the Lands or any improvement on the Lands; and
- (b) exercise care not to damage the Lands or any improvements on the Lands and if the Transferee should cause any such damage, restore such damaged Lands or improvements thereon to as close to their pre-damaged condition as is reasonably practicable with reasonable dispatch or where the Transferee deems restoration to be impracticable, reimburse the Transferor for all damage the Transferee has caused but not restored.

PARAMOUNTCY OF RAILWAY USES ON THE LANDS

3. The Transferee acknowledges, covenants and agrees with the Transferor that:

- (a) The Lands, including the Right of Way Area, are used for railway operations, which may include, without limitation, the operation of vehicles, trains and locomotives, with or without cargo, and the installation, construction, replacement, maintenance, repair and operation of equipment, railway ties, plates, spikes, tracks, rail fastenings, rails, ballast, switch materials, structures, vehicles, crossing signals, signs and all other railway works, equipment, attachments and appurtenances necessary or incidental to the operation,

construction, replacement, repair or maintenance of a railway (collectively, the "Railway Purposes").

- (b) The Transferee's right to use the Lands pursuant to the Statutory Right of Way granted to the Transferee is non-exclusive and the Transferee further acknowledges that the Transferor has in the past granted and may in the future grant rights (including leases and licences) to other persons including SVI (the "Third Parties") to enter upon and use the Lands for various purposes (the "Third Party Uses") including, without limitation, for Railway Purposes, and for the installation of utilities, and that pursuant to such rights, Third Parties may be permitted to occupy portions of the Lands which are within or parallel to the Right of Way Area, or which cross over or under the Right of Way Area, provided that any such rights which may be granted by the Transferor in the future shall not unduly interfere in a material way with the rights granted to the Transferee hereunder.
- (c) The Transferor and Third Parties shall at all times have unrestricted access to and use of the Lands (including the Right of Way Area) for the purposes described and subject to the limitations contained in subsection (b).
- (d) The Transferee shall ensure that the use, maintenance, repair, relocation or removal of the Works shall not at any time interfere with the use of the Lands by the Transferor for Railway Purposes or interfere in a material way with Third Party Uses on the Lands.

COMPLIANCE WITH LAWS

- 4. If the Transferee constructs any Works within the Right of Way Area, the Transferee will comply, at its sole expense, with any and all laws, by-laws, regulations, orders, requirements and directives of any and all federal, provincial or municipal governments, tribunals, bodies or other entities having legal jurisdiction over the Transferee or the use, maintenance, repair, relocation or removal of the Works on the Lands or any portion thereof including, without limitation, the Federal *Railway Safety Act*, the British Columbia *Railway Safety Act*, the British Columbia *Railway Act*, and any applicable regulations passed under such legislation.

COVENANTS OF THE TRANSFEREE

- 5. All costs for labour, materials and machinery pursuant to constructing, maintaining, repairing and replacing the Works shall be borne solely by the Transferee.
- 6. All damage caused by the Transferee in undertaking the Works shall be repaired at the cost of the Transferee.

7. If the Transferee installs the Works in the Right of Way Area, the surface of the Right of Way Area shall be restored by the Transferee to its original condition, in a manner acceptable to the Transferor, as soon as any of the Works have been completed.
8. Any of the Works undertaken by the Transferee shall be completed by the Transferee with due dispatch.
9. The Transferee will thoroughly clean all areas of the Right of Way Area of all rubbish and construction debris created or placed thereon by the Transferee and it will leave the Right of Way Area in a neat and clean condition.
10. The Transferee will carry out the construction, maintenance, repair, and renewal of the Works in a proper and work-like manner so as to do no injury to the Right of Way Area.
11. The Transferee will not store vehicles, tools or materials on the Right of Way Area.
12. All work undertaken by the Transferee in the Right of Way Area shall be in accordance with the Transferor's reasonable instructions and shall not interfere with Railway Purposes.

MAINTENANCE AND SERVICING

13. The Transferee shall not make any changes, alterations, repairs or additions to the Works or Lands without the prior written consent of the Transferor, which the Transferor may refuse in its reasonable discretion.
14. Without limiting the generality of section 2 of this Agreement, the Transferee shall schedule and carry out the construction, repair and maintenance of the Works in order to avoid unreasonable disruption of the use of the Lands for Third Party Uses including, without limitation, Railway Purposes.
15. Any Third Party using the Right of Way Area for the Railway Purposes shall be entitled to perform all construction, maintenance, replacement or repair of the track structure within the Right of Way Area at that Third Party's sole expense. The Transferee shall, at its sole risk and expense, construct, maintain, and repair all Works.

PROPERTY PROTECTION

16. If, at any time, as a result of the use, maintenance, repair, relocation or removal of the Works or any part thereof, the Transferor or a Third Party deems it necessary to place flagmen, inspectors or supervisors for the protection of the Transferor's property or undertaking or the property or undertaking of such Third Party, the Transferor or such Third Party shall have the right to do so at the sole cost and expense of the Transferee.

NOTICES TO THIRD PARTIES

17. The Transferor may at any time, and from time to time, notify the Transferee that, in addition to any notices which the Transferee is required to give to the Transferor in accordance with this Agreement, the Transferee must also give similar notices to one or more Third Parties (“Notification Party(ies)”) and in that event such Third Parties shall, have the same rights to receive notice as are given to the Transferor by this Agreement. The Transferor shall give the Transferee the method, address, fax number and name of a responsible individual so that the Transferee can notify any Third Parties, as required by this Agreement. The Transferee acknowledges that SVI shall constitute a Notification Party hereunder.

ENTRY NOTICE

18. Except for emergency situations or situations requiring immediate action, if the Transferee desires to enter upon the Lands to construct, maintain, or repair any part of the Works or for any other reason, the Transferee shall give not less than forty-eight (48) hours prior written notice to the Transferor and any Notification Parties. The Transferee shall not commence such work without flagging protection against trains and other railway operations and track movements being provided by a Third Party using the Right of Way Area for the Railway Purposes.
19. If any work undertaken by the Transferee on the Lands pursuant to this Agreement requires that the Transferee excavate within or otherwise alter or disturb the Lands, such notice shall include (as applicable) copies of drawings showing the plan, elevation, details and method of the proposed work.
20. Methods and timing of all work undertaken by the Transferee on the Lands pursuant to this Agreement shall be subject to the consent and approval of the Transferor, which consent and approval shall not be unreasonably withheld or delayed.
21. In emergency situations or situations requiring immediate action, where possible and practicable in the circumstances, the Transferee shall notify the Transferor and any Notification Parties verbally or by facsimile before entering the Land and then may enter the Land immediately after having received verbal permission (not to be unreasonably withheld or delayed) to do so from the person to whose attention notices addressed to the Transferor must be sent in accordance with Section 37. If advance notice is not possible or practicable, the Transferee shall notify the Transferor and any Notification Parties following entry onto the Land and rectification of the situation.

RELOCATION

22. If the Transferor deems it necessary to alter the location of the Statutory Right of Way or the Works, or if the Transferor is required to make changes to its track, structure or

facilities, which would necessitate the moving and relocating of all or any part of the Works, the Transferee agrees to execute a new Statutory Right of Way agreement in substantially the same form as this Agreement to authorize and protect the Right of Way Area in its new location and the Works in their new location. On execution and registration of the new agreement, this Agreement shall be deemed to be null and void, and the Transferee shall forthwith provide the Transferor with a registerable discharge of the null and void Statutory Right of Way. The Right of Way Area under any such new agreement must be mutually agreed to by the Transferee and Transferor, both acting reasonably. If the alteration is at the request of the Transferor, the cost of the physical relocation of the Works and preparation, execution and registration of the amending agreement and plan shall be borne by the Transferor.

OWNERSHIP AND RESPONSIBILITY

23. The title to the Works placed under or affixed to the Lands shall remain vested in the Transferee, subject to the provisions of section 24.

DISCONTINUANCE

24. If at any time the Transferee decides to permanently discontinue the use of the Works, the Transferee shall give the Transferor and any Notification Parties at least sixty (60) days notice of the date (the "Discontinuance Date") on which the Transferee will discontinue such use. In that event, the Transferee:
- (a) may, at its option, remove the Works from the Lands provided it gives written notice to the Transferor and any Notification Parties of its intention to do so within sixty (60) days of the Discontinuance Date; or
 - (b) shall remove the Works from the Lands after receipt of written notice from the Transferor, which the Transferor shall give to the Transferee within sixty (60) days of the Discontinuance Date if the continued presence of the Works in the opinion of the Transferor, acting reasonably, shall constitute a hazard or interference with Railway Purposes; and
 - (c) shall forthwith provide the Transferor with a registerable discharge of this Statutory Right of Way.
25. In each of the cases described in Section 23, the Transferee will promptly begin and shall thereafter diligently continue to remove the Works, under the supervision of the Transferor or the relevant Third Party. Such removal shall be carried out at the Transferee's cost, risk and expense and thereafter the Transferee shall restore the land to a condition reasonably satisfactory to the Transferor, shall make good any damage caused to the property of the Transferor by such removal, and shall leave the Lands free of any environmental contamination resulting from the Transferee's use thereof.

26. If neither Section 23(a) nor Section 23(b) applies, the Transferee may abandon the Works in place, in which case they will become the Transferor's unencumbered property, but the Transferee shall remain responsible for any damage, cost, expense or liability whatsoever that may be caused to the Transferor by the Works and the Transferee shall indemnify and hold harmless the Transferor from and against any damage, claim or action of any nature resulting from the abandonment of the Works including any damage, claim or action related to any environmental contamination resulting from the Transferee's use thereof.

DISCHARGE OF LIENS

27. The Transferee covenants and agrees that it shall not create or permit to remain, but will remove and discharge or cause to be removed and discharged promptly at its cost and expense any lien, encumbrance, charge or claim of lien (collectively "Lien") upon the Lands which arises out of the use thereof by the Transferee or by reason of labour or material furnished or claimed to have been furnished for the Transferee. The Transferee shall not be required to pay any such Lien so long as it shall, in a timely manner, contest or cause to be contested at its cost and expense the amount or validity thereof and shall take all appropriate proceedings necessary to prevent the collection of or other realization upon such Lien and the sale or forfeiture of the Lands or any part thereof or any interest therein to satisfy the same. Any such contest shall be promptly prosecuted to a final conclusion and the Transferee shall pay and save harmless the Transferor from and against all losses, judgments, decrees and costs (including lawyers' reasonable fees and expenses on a solicitor and his own client basis) in connection therewith and shall promptly after final determination of such contest pay or discharge any amount levied, assessed, charged, imposed or determined to be payable therein together with all penalties, fines, interests, costs and expenses.

INDEMNITIES

28. The Transferee shall indemnify and save harmless the Transferor from and against any and all claims, demands, awards, judgments, orders, actions, proceedings, expenses (including legal expenses on a solicitor and client basis), and liabilities in respect of any and all loss or destruction of or damage to property, breach of covenant by the Transferee and against any and all personal injury, including injury resulting in death, suffered or incurred by the Transferor, the Third Parties or their respective employees, agents, officers, invitees or contractors, or any member of the public at large, and arising out of or in any way connected with anything done or not done, as required hereunder, by the Transferee or persons for whom the Transferee is responsible in law except to the extent that the Transferor or Third Party suffers loss or damage as a result of the negligence of the Transferor, Third Party or persons for whom the Transferor or Third Party is responsible in law.
29. For the purposes of this section:

- (a) "Contaminants" means any pollutants, contaminants, deleterious substances, underground or above-ground tanks, asbestos materials, hazardous, corrosive, or toxic substances, special waste, hazardous waste or waste of any kind, or any other substance which is now or hereafter prohibited, controlled or regulated under Environmental Laws; and
- (b) "Environmental Laws" means any statutes, laws, regulations, orders, bylaws, standards, guidelines, protocols, permits and other lawful requirements of any governmental authority having jurisdiction over the Lands now or hereafter in force relating in any way to the environment, health, occupational health and safety or transportation of dangerous goods, including the principles of common law and equity.

30. The Transferee covenants and agrees with the Transferor as follows:

- (a) to comply, and cause its employees, contractors and agents to comply, with all Environmental Laws in connection with the use of the Right of Way Area as herein contemplated;
- (b) to promptly notify the Transferor and any Notification Party in writing of any release of a Contaminant or any other occurrence or condition at the Right of Way Area of which it becomes aware which could contaminate the Right of Way Area or the Lands or subject the Transferor, or any Third Party to any fines, penalties, orders, investigations or proceedings under Environmental Laws;
- (c) to remediate, in accordance with Environmental Laws and at its cost, any contamination of the Right of Way Area or the Lands resulting from Contaminants, at levels exceeding regulated standards pursuant to Environmental Laws as are applicable to the Lands and any adjacent lands, in either case brought onto, used at, or released from the Right of Way Area by the Transferee, its employees, contractors or agents. All such Contaminants that are the legal responsibility of the Transferee, its employees, contractors and agents shall remain the property of the Transferee or such persons, as the case may be; and
- (d) to indemnify the Transferor, and its directors, officers, shareholders, employees, contractors, agents, successors and assigns from any and all liabilities, actions, damages, claims, losses, costs, fines, penalties and expenses whatsoever (including all legal and consultants' fees and expenses and the cost of remediation of the Right of Way Area or the Lands) arising from or in connection with:
 - (i) any breach of or non-compliance with the provisions of this section by the Transferee, its employees, contractors or agents; or

- (ii) any release of any Contaminants, at levels exceeding regulated standards pursuant to Environmental Laws as are applicable to the Lands and any adjacent lands, related to or as a result of the use of the Statutory Right of Way by the Transferee, its employees, contractors, or agents.
31. The indemnities pursuant to section 28 and 30 shall survive the expiry or earlier termination of this Agreement in respect of conduct or damage commencing or occurring during the term of this Agreement or any renewal, continuance or overholding thereof.

INSURANCE

32. The Transferee will, at its own expense, maintain with one or more companies duly authorized to carry on business within the Province of British Columbia and approved by the Transferor, commercial general liability insurance in an amount of not less than FIVE MILLION (\$5,000,000.00) DOLLARS per occurrence against claims for personal injury, death, or property damage or loss arising out of the use and occupation of the Lands indemnifying and protecting the Transferor and its respective servants and agents.
33. Any and all policies of insurance referred to in Section 32 will:
- (a) be written in the name of the Transferee and the Transferor as the insureds with loss payable to the Transferor and the Transferee as their respective interests may appear;
 - (b) contain a cross-liability clause in favour of the Transferor; and
 - (c) not be cancelled by the Transferee without first giving the Transferor at least 30 day's notice in writing of its intention to cancel.
34. The Transferee will pay or caused to be paid all of the premiums under the policies of insurance referred to in this Section 32 as they become due and payable; and in default of payment by the Transferee, the Transferor may pay the same and recover the amount so paid as additional Annual Fees.
35. The Transferee will promptly deliver or cause to deliver to the Transferor certified copies of all policies of insurance referred to in Section 32 and obtained and maintained by the Transferee, accompanied by evidence satisfactory to the Transferor that the premiums on those policies have been paid.
36. The Transferee agrees that should the Transferee at any time during the Term fail to insure or keep insured the Lands, then in any of such events, the Transferor, although not obliged to do so, may obtain and maintain such insurance in such amount or amounts with such deductible amounts and for such period or periods of time as the Transferor deems advisable; and the Transferee will pay to the Transferor as

additional Annual Fees, upon the Transferor obtaining any such insurance and thereafter annually during the Term, within 30 days after receipt of any invoice from the Transferor, such amounts as the Transferor has expended for such insurance. If the Transferor pays for or obtains and maintains any insurance pursuant to this Section, the Transferor will submit to the Transferee annually a statement of the amount or amounts payable by the Transferee under this Section as the cost of such insurance for the next ensuing year, and upon receipt of payment will apply the payment on account of the premiums of such insurance with the loss, if any, thereunder payable to the Transferor and the Transferee as their interests may appear.

NOTICE

37. Any notice, request, demand, invoice or report shall be in writing and delivered in person or transmitted by facsimile as follows:

To the Transferor: Island Corridor Foundation
c/o 921 - H Canada Avenue
Duncan, BC V9L 1 V2
Attention: Scott Ritter
Telephone: (250) 748-5857
Facsimile: (250) 748-5869

To the Transferee: The Corporation of the City of Courtenay
830 Cliffe Avenue
Courtenay, BC V9N 2J7
Attention: Chief Administrative Officer
Telephone: (250) 334-4441
Facsimile: (250) 334-4241

38. Notices sent, as set out above, shall be deemed to have been received when delivered, if given by delivery, or if transmitted by facsimile, upon confirmation of transmission if transmitted during normal business hours in the city of the addressee, and if after such normal business hours, the business day next following. Any party may at any time and from time to time notify the other in writing as to a change of address, or facsimile number or the person to whose attention the notice is to be given, and upon receipt of such notice, Section 37 shall be deemed to be amended accordingly.

MISCELLANEOUS

39. This Statutory Right of Way shall be construed as running with the Lands and no part of the fee simple shall pass or be vested in the Transferees.

40. This Agreement sets forth the entire agreement between the parties with respect to the Statutory Right of Way granted hereunder, and the Transferor and the Transferee agree that there are no representations or warranties relating to their respective rights and obligations hereunder except as expressly set forth herein.
41. Time shall be of the essence of this Agreement.
42. This Agreement shall extend to, be binding upon, and enure to the benefit of the parties hereto and their respective successors and assigns.
43. This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia.
44. It is mutually agreed and declared by and between the parties hereto that this grant of Statutory Right of Way to the Transferee does not in any way require the Transferee to construct, maintain, repair or replace any infrastructure or other work along, over, under or upon the Right of Way Area, unless the Transferee is expressly required to perform such operations under the terms of this Agreement. For clarity, the parties do not intend that this Agreement be construed as an agreement for capital purposes extending longer than 5 years.
45. The titles and headings used in this Agreement are provided solely to facilitate reference to its various provisions and shall not be used in its interpretation.
46. Each provision of this Agreement is severable from the others and the nullity of any portion of this Agreement shall not render any other part of it void.
47. This Agreement may be executed in one or more counterparts, each of which will constitute an original and all of which together will constitute one and the same Agreement.
48. This Agreement may not be amended or modified in any respect, except by written instrument signed by the parties hereto.

SVI

49. The Transferee shall execute the agreement with SVI attached as Schedule "A" to this Agreement.

IN WITNESS WHEREOF the parties acknowledge that this Agreement has been duly executed and delivered by the parties executing Form C and D (pages 1 and 2) attached to and forming part of this Agreement.

Schedule "A"

THIS AGREEMENT is dated the 15th day of May, 2012;

BETWEEN:

SOUTHERN RAILWAY OF VANCOUVER
ISLAND LIMITED, a company incorporated
pursuant to the laws of British Columbia;

("SVI")

AND:

THE CORPORATION OF THE CITY OF COURTENAY, a Municipal
Corporation
830 Cliffe Avenue
Courtenay, BC V9N 2J7

(the "Transferees")

WHEREAS:

- A. The Transferees have entered into a Statutory Right of Way with the Island Corridor Foundation ("ICF") (the "Statutory Right of Way") pursuant to which the Transferees have rights across a railway which is operated by SVI, as is further specified in the Statutory Right of Way.
- B. If is a condition of the ICF granting rights to the Transferees under the Statutory Right of Way that the Transferees execute this Agreement in favour of SVI.

NOW THEREFORE in consideration of TEN (\$10.00) DOLLARS paid by SVI to the Transferees and other good and valuable consideration, the parties agree as follows:

Definitions:

- 1. "Losses" means all claims, demands, actions, causes of action, proceedings, judgements, awards, losses, liabilities, interest, costs and expenses (including, without limitation, reasonable legal and other professional fees and disbursements) arising directly or indirectly as a result of the Statutory Right of Way or anything done or not done thereunder;
- 2. All terms used in this Agreement shall have the same meaning as set out in the Statutory Right of Way;

3. The Transferees shall give notice to the SVI as a Notice Party under the Statutory Right of Way;
4. The Transferees shall indemnify and save harmless the SVI from and against any and all Losses arising out of the Statutory Right of Way or anything done or not done thereunder, attributable to the fault or negligence of the Transferees, their representatives, agents or invitees.
5. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether verbal or written, of the parties. There are no general, specific, implied or express warranties, representations, conditions or other agreements by or between the parties in connection with the entering into of this Agreement or the subject matter hereof except as specifically set forth herein.
6. The parties hereto and each of them do hereby covenant and agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.
7. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the parties hereto hereby submit to the jurisdiction of the Courts in the Province of British Columbia. The parties agree that any litigation between the parties which arises pursuant to or in connection with this Agreement, or any of its provisions, shall be referred to the Courts in the Province of British Columbia and shall not be referred to the Courts of any other jurisdiction.
8. The headings in this Agreement have been inserted for reference and as a matter Agreement or any provision hereof.
9. No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.
10. Any notice required to be given hereunder by any party shall be deemed to have been well and sufficiently given if:
 - (a) personally delivered to the party to whom it is intended or if such party is a corporation to an officer of that corporation; or

- (b) mailed by prepaid registered mail, telecopied or delivered, to the address or telecopier number of the party to whom it is intended as follows:

if to SVI, then:

P.O. Box 581, 7 Port Way
Nanaimo, B.C. V9R 5L3
Fax: (250) 754-5318;

if to the Transferees, then:

The Corporation of the City of Courtenay
830 Cliffe Avenue
Courtenay, BC V9N 2J
Fax: (250) 334-4241

or to such other address or number as a party may from time to time direct in writing.

11. Any notice delivered before 4:30 p.m. local time on a day that is not a Saturday, Sunday or statutory holiday in British Columbia (a "Business Day") shall be deemed to have been received on the date of delivery and any notice delivered after 4:30 p.m. local time on a Business Day or delivered on a day other than a Business Day, shall be deemed to have been received on the next Business Day. Any notice mailed shall be deemed to have been received seventy two (72) hours after the date it is postmarked. Any notice sent by fax before 4:30 p.m. local time on a Business Day shall be deemed to have been received when the sender receives the answer back confirming receipt by the recipient; provided, however, that any fax received after 4:30 p.m. local time on a Business Day or received on a day other than a Business Day shall be deemed to have been received on the next Business Day. If normal mail or communications service is interrupted by strike, slow-down, force majeure or other cause after the notice has been sent the notice will not be deemed to have been received until actually received. In the event normal mail service is impaired at the time of sending the notice, then personal delivery or fax transmission only shall be effective.

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

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the date first written.

SOUTHERN RAILWAY OF VANCOUVER ISLAND)
LIMITED has caused this Agreement to be)
executed in its corporate name on its behalf)
by its duly authorized director:)

Per:

_____)
)
)
)
)

THE CORPORATION OF THE CITY OF)
COURTENAY has caused this Agreement to be)
executed in its corporate name on its behalf)
by its duly authorized director:)

Per:

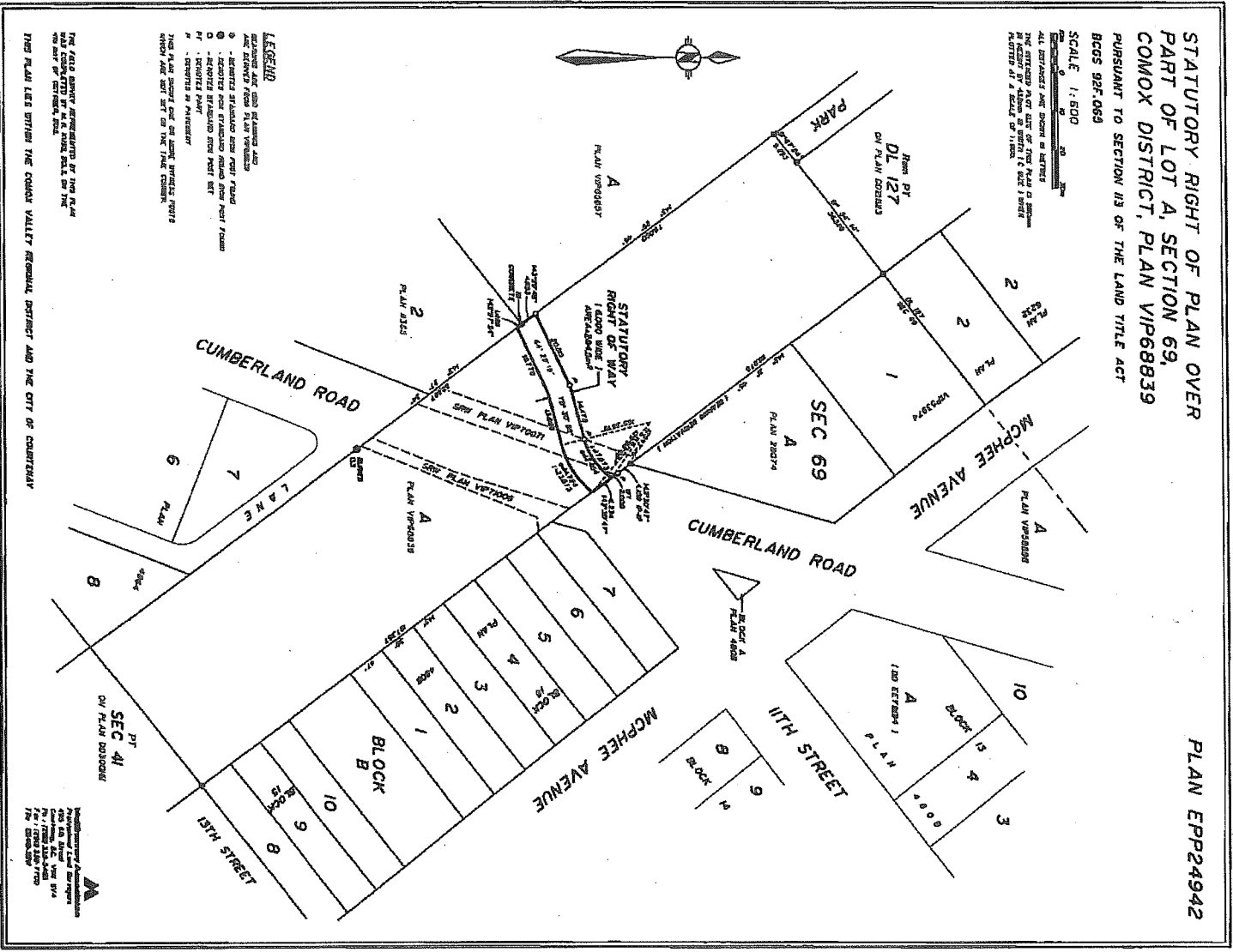
_____)
)
)
)
)

STATUTORY RIGHT OF PLAN OVER
PART OF LOT A, SECTION 69,
COMOX DISTRICT, PLAN VIP68839
PURSUANT TO SECTION 113 OF THE LAND TITLE ACT

BCCS 92F.069

SCALE 1:500

ALL DISTANCES ARE SHOWN IN METERS
THE STREETS AND LOTS OF THIS PLAN IS SHOWN
IN ACCORDANCE WITH THE PLAN OF THE
CITY OF COMOX DISTRICT, PLAN 11800



THE CORPORATION OF THE CITY OF COURTENAY

7

REPORT TO COUNCIL

FROM: Kevin Lagan, P. Eng.
Director of Operational Services

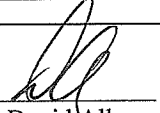
FILE #: 5500-05 Shaw

DATE: May 1, 2013

SUBJECT: Shaw "Go WiFi"

C.A.O. COMMENTS/RECOMMENDATIONS:

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


David Allen

RECOMMENDATION:

That the report from the Director of Operational Services regarding Shaw's "Go WiFi" proposal be received; and

That staff be instructed to work with Shaw towards a draft access agreement for further consideration by Council.

PURPOSE:

To consider Shaw's "Go WiFi" proposal subsequent to their April 29, 2013 presentation to Council.

BACKGROUND:

Shaw is successfully implementing their "Go WiFi" project throughout other municipalities across Canada. In order to accomplish the "Go WiFi" project, Shaw is requesting access to infrastructure resources such as street lights, traffic lights and public buildings.

In order to fully understand Shaw's requirements, the City will need to work with Shaw so that all aspects of the proposal can be evaluated. The identification of the required City infrastructure will allow the City to negotiate an agreement with Shaw.

DISCUSSION:

Council's instruction to further consider Shaw's "Go WiFi" proposal will allow City Staff to verify which locations and infrastructure Shaw requires. Once Shaw's infrastructure needs are identified, the City will evaluate the risks and benefits.

FINANCIAL IMPLICATIONS:

No financial implications at this time.

STRATEGIC PLAN REFERENCE:

No direct reference on this subject.

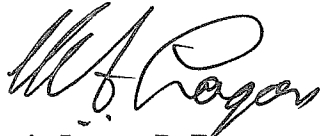
OCP SUSTAINABILITY REFERENCE:

No direct reference on this subject.

REGIONAL GROWTH STRATEGY REFERENCE:

No direct reference to this subject.

Respectfully submitted,



Kevin Lagan, P. Eng.,
Director of Operational Services



Lesley Hatch, P.Eng.,
Municipal Engineer

8

THE CORPORATION OF THE CITY OF COURTENAY

REPORT TO COUNCIL

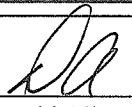
FILE #: 1660-20

FROM: Director of Financial Services/Deputy CAO **DATE:** 19 April, 2013

SUBJECT: 2013/14 RCMP Municipal Policing Contract: Final Approval

ADMINISTRATOR'S COMMENTS/RECOMMENDATIONS:

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


David Allen, CAO

RECOMMENDATION:

That Council grant final approval to the 2013/14 Municipal Contract Policing Resource request in the amount of \$5,370,530, of which the City is responsible for 90% or \$4,833,477 of the contract cost, and

That the total contract strength for the 2013/14 contract is 30.40 members.

PURPOSE:

To provide final approval to the 2013/14 Resource Request for the RCMP Municipal Contract Policing Costs.

BACKGROUND:

To facilitate Federal Treasury Board planning and budgeting timelines, Council had previously granted approval in principle last June 2012 to the requested 2013/14 RCMP budget.

DISCUSSION:

The RCMP have requested that a final approval letter for the 2013/2014 budget be provided by May 6, 2013.

The 2013/14 RCMP Contract Policing budget remains as previously presented to Council in June 2012, and it is recommended that Council confirm the expenditure cap as set out in the June 2012 RCMP budget documents.

In addition to the contract cost for the established strength of 30.4 members, the City also is billed for its percentage share of accommodation costs for the Comox Valley Detachment facility, and for the agreed to funding of public sector civilian support staff. These two cost items are provided for separately in the City's financial plan.

FINANCIAL IMPLICATIONS:

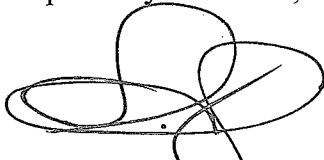
As previously reported to Council, funding for the 2013/2014 Municipal Policing expenditure cap for 30.4 members is sourced as follows:

<u>Funding Source</u>	<u>No. of Members</u>
• Gaming Funds	2.0
• Traffic Fine Revenues	2.0
• Prior year surplus/property tax revenue	<u>26.4</u>
Total	<u>30.4</u>

In addition, the 2013 budget provisions for accommodation costs and public sector civilian support staff are:

Accommodation:	\$240,000
Public sector support staff:	\$533,000 (7.5 FTE's)

Respectfully submitted,



T. Manthey, BA, CGA
Director of Financial Services/Deputy CAO

Attchs

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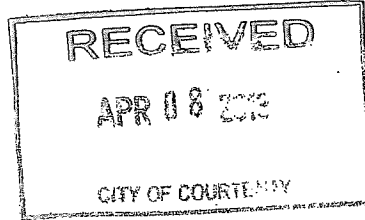


Royal
Canadian
Mounted
Police

Gendarmerie
royale
du
Canada

Security Classification/Designation
Classification/désignation sécuritaire

Unclassified



March 28 , 2013

Chief Administrative Officer
Sandy Gray
Corp. of the City of Courtenay
830 Cliffe Ave.
Courtenay, BC
V9N 2J7

Your File Votre référence

Our File Notre référence
E753-28-1

Dear Mr. Gray,

**RE: CONFIRMATION LETTER
MUNICIPAL POLICING EXPENDITURE CAP 2013/14**

On May 04, 2012, we requested a “Letter of Approval in Principle” from your City/Municipality for your spending cap for 2013/14. This was in order for us to obtain the appropriate level of funding from Treasury Board through the Federal Government’s Annual Reference Level Update (ARLU) process. We had also requested a final confirmation letter of your Municipal Policing Expenditure Cap by May 6th, 2013.

Please accept this reminder for sending us your final confirmation letter stating your Municipal Policing Expenditure Cap for 2013/14.

As amounts for accommodation @ 100% and PS recovery @ 100% (now being included on your quarterly invoicing) were not included in the 5 year plan, respective amounts of \$ 242,000 and \$ 441,000 for 2013/14 should be considered when allocating for your 2013/14 spending cap.

Please fax your written response to us at 778-290-6132 with the original letter to follow in the mail.

If you decide to increase human resources (established increases) to your detachment’s strength, please be advised that a second letter is required that outlines your request.

Please address that letter to:

Minister of Public Safety and Solicitor General of BC
PO Box 9285, Stn. Prov. Gov't.
Victoria, BC
V8W 9J7

Kindly forward a copy to us as well.

Thank you for your attention to this matter and should you require any further information or clarifications, please do not hesitate to contact Karen Hall, A/Financial Manager at 778-290-2693

Yours truly,



Max Xiao, MBA, CMA
Regional Director
Financial Management & Accounting Operations
Corporate Management & Comptrollership Branch, Pacific Region

c.c. C/Supt. Randy Wilson, District Commander, Island District
OIC Comox Valley Detachment

Canada

RCMP Finance Section
Mailstop #908
14200 Green Timbers Way
Surrey, BC, V3T 6P3

City of XXXXXX
XXXXXX Ave.,
XXXXXX, B.C.

Sample

May 6, 2013

Mr. Max Xiao, MBA, CMA
Regional Director,
Financial Management & Acct Ops
Corporate Management & Comptrollership Branch, Pacific Region
Mailstop #908, 14200 Green Timbers Way
Surrey, B.C. Canada
V3T 6P3

Dear Sir:

Re : Final Confirmation Letter - Municipal Policing Expenditure Cap 2013/14 - \$ XXXXXX

Please consider this confirmation by the City of XXXXXX that the revised contract estimate, including XX additional members, is \$ XXXXXXXXXX at 100% (that our municipality is responsible at 90%). The total contract strength for the RCMP Fiscal Year 13/14 is XXXX members.

If you have any questions, please call the undersigned at (604) 123-4567.

Thank you.

Yours truly,

John Doe
Treasurer/Deputy Administrator

cc: Assistant Deputy Minister, Policing and Security Programs, Ministry of Public
Safety and Solicitor General
OIC XXXX Detachment



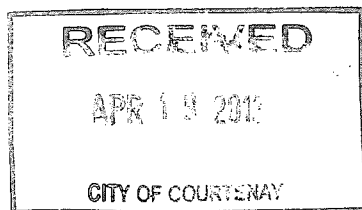
Royal Canadian
Mounted Police

Gendarmerie royale
du Canada

Security Classification/Designation
Classification/désignation sécuritaire

Unclassified

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



Your File - Votre référence

*Bob
Ink*

Our File - Notre référence

302-2

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

Date

April 10th, 2013

Dear Mayor and Council:

Re: Comox Valley RCMP Monthly Policing Report - January - March, 2013

The following is a brief overview of some of the more significant events and activities of the Comox Valley Detachment for the first quarter of 2013.

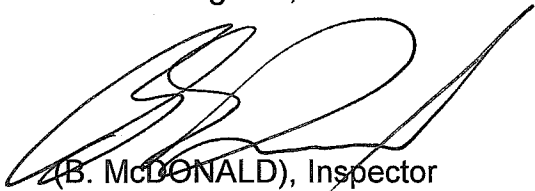
- Mountie Camp 2013 was conducted in March at HMCS Quadra located at Goose Spit. Mountie Camp was attended by approximately 40 students from all area high schools. Mountie Camp is a seven day event which immerses the students in a week long quasi RCMP training academy setting. The students were instructed in numerous areas, such as, law, self defense, dress and deportment, physical fitness to name just a few. Several officers from the local detachment as well as outside RCMP detachments attended to provide instruction to the students. The students appeared to enjoy their Mountie Camp experience.
- S/Sgt. Roger Plamondon has arrived at Comox Valley Detachment to begin his role as the detachments Operations NCO. S/Sgt. Plamondon brings with him a wealth of experience from his previous role as a detachment commander and his time serving in various duties overseas.
- The Comox Valley RCMP attended to a large volume of motor vehicle incidents during the first three months of 2013. The one area of concern continues to be accidents at major intersections in the Comox Valley. The detachment continues to recognize that motor vehicle incidents are an on going concern in the community and the detachment members will continue to focus on enforcement

activities in this area in order to help reduce the number of collisions.

- Going forward in 2013 the detachment will continue to focus on issues dealing with area youth, as well as a continued focus on traffic issues, property offences such as break and enters and lastly organized crime type offences such as marihuana grow operations.

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

Kindest Regards,

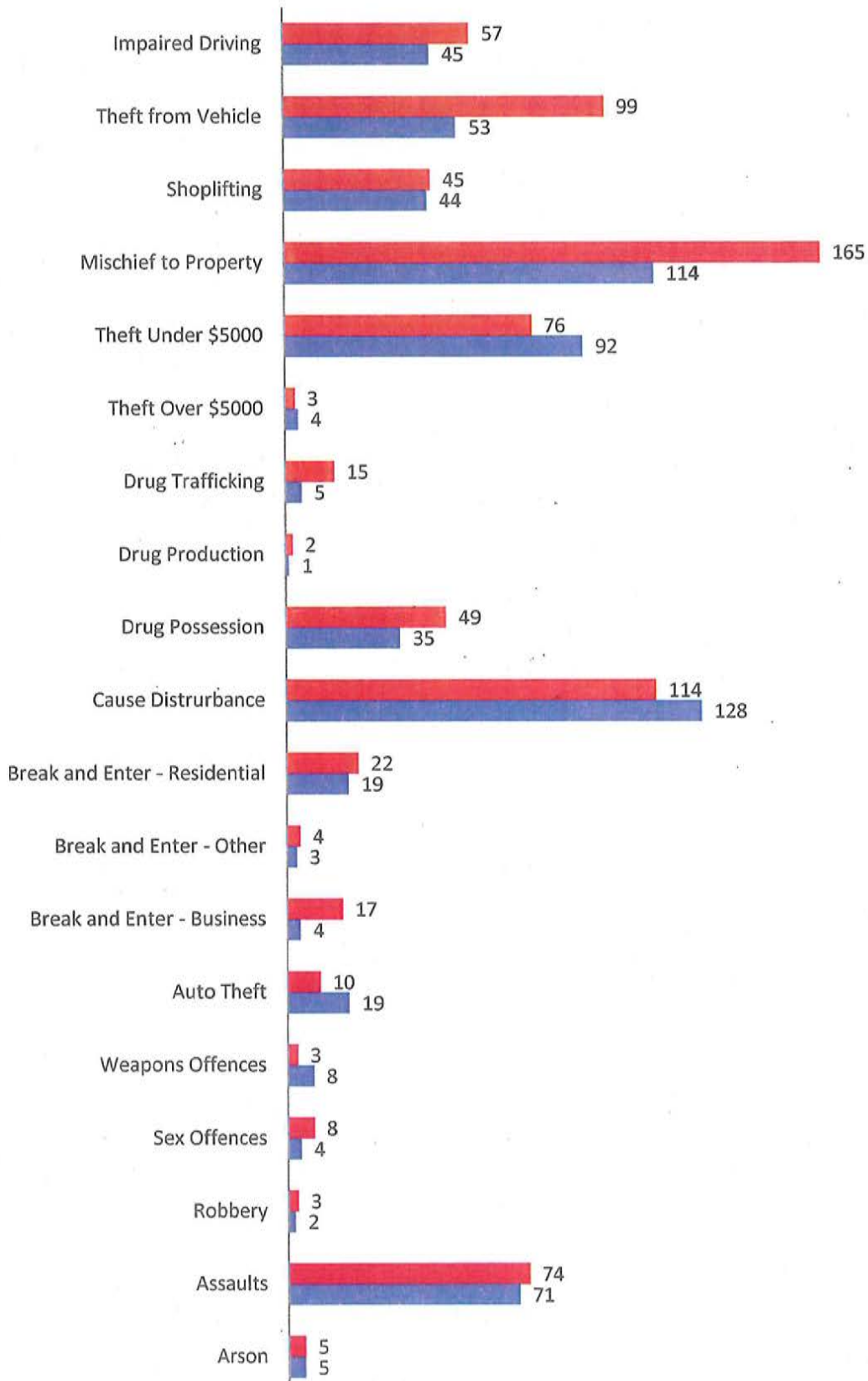


(B. McDONALD), Inspector
Officer in Charge
Comox Valley RCMP Detachment

Comox Valley Detachment Crime Statistics Comparison Chart

January - March

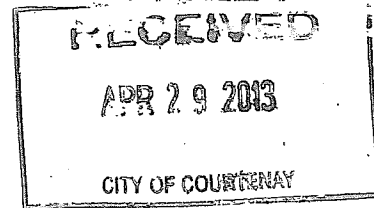
■ 2013 ■ 2012





FOR
INFO

APR 19 2013



Mr. John Ward
Director
Legislative Services Department
The Corporation of the City of Courtenay
830 Cliffe Avenue
Courtenay BC V9N 2J7

Dear Mr. Ward:

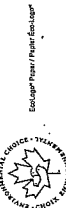
Thank you for your letter of February 6, 2013, concerning the Raven Underground Coal Project (the Project) proposed by Compliance Coal Corporation (the proponent).

As you are likely aware, the *Canadian Environmental Assessment Act, 2012* (CEAA 2012) and associated regulations came into force on July 6, 2012. Under the transitional provisions of CEAA 2012, the Project continues to be assessed as a comprehensive study in accordance with regulated timelines, as if the former *Canadian Environmental Assessment Act* (the former Act) had not been repealed.

In your letter, you make reference to a council motion requesting that the environmental assessment for the Project be referred to a review panel. After considering the Project information received from the proponent, the comments from the public and the standard mitigation measures for the Project, I am confident that the cooperative comprehensive study will thoroughly examine the environmental effects associated with the Project. The outcome will be a high-quality environmental assessment which will enable subsequent government decisions to be based on a thorough understanding of the environmental effects of the Project.

It is important to keep in mind that both comprehensive studies and review panels consider the same factors under the former Act, deliver high-quality environmental assessments, involve the same level of rigour and require extensive public and Aboriginal consultation.

.../2



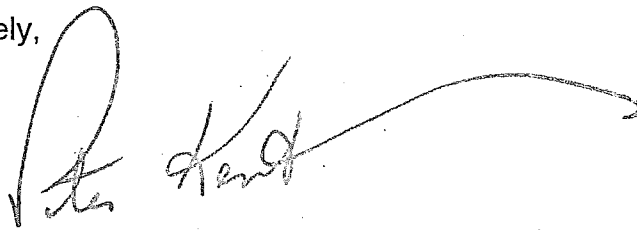
The proponent is preparing an Environmental Impact Statement in accordance with the Environmental Impact Statement Guidelines that were issued jointly with the Province of British Columbia on June 7, 2012.

There will be continued opportunities for public participation in the environmental assessment, including a public comment period on the proponent's Environmental Impact Statement. Following this step, the federal government will review the information provided and prepare a Comprehensive Study Report summarizing the key findings of the environmental assessment. The public will then be invited to comment on the Comprehensive Study Report and its conclusions. I will consider the Comprehensive Study Report, as well as comments from the public, in making a determination on the significance of the potential adverse impacts of the Project on the environment, including impacts to freshwater resources and the marine environment.

I encourage you to consult the Canadian Environmental Assessment Registry website at: www.ca.gc.ca/050/details-eng.cfm?evaluation=55529 to remain informed on the federal environmental assessment. Additionally, you may access information on the provincial review at British Columbia's Environmental Assessment Office website at: www.a100.gov.bc.ca/appsdata/epic/html/deploy/epic_project_home_351.html.

I appreciate the on-going input from the City of Courtenay through the Comox Regional Valley District's participation on the EA working group for this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter Kent". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

The Honourable Peter Kent, P.C., M.P.



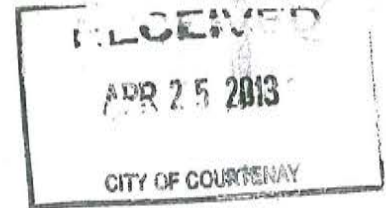
National Defence

Défense nationale

National Defence Headquarters
Ottawa, Ontario
K1A 0K2

Quartier général de la Défense nationale
Ottawa (Ontario)
K1A 0K2

Per Info



APR 17 2013

His Worship Larry Jangula
Mayor of Courtenay
Office of the Mayor
830 Cliffe Avenue
Courtenay BC V9N 2J7

Dear Mayor Jangula:

On behalf of the Honourable Peter MacKay, Minister of National Defence, I wish to acknowledge receipt of your letter of 4 April 2013 concerning airspace infringements at Canadian Forces Base Comox.

The Minister appreciates your taking the time to write.

Sincerely,

Michael H. Jackson
Senior Editor
Minister's Correspondence Unit

Office of the Chair

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: 530.01

April 19, 2013

Sent via email: jward@courtenay.ca

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

Dear Mayor and Council:

Re: Proposed elected officials forum – June 11, 2013

The Comox Valley Regional District (CVRD) is considering hosting an elected official's forum on June 11, 2013. In the past the CVRD has hosted these types of forums as an opportunity to bring together all local elected officials to discuss matters of mutual concern.

Please contact James Warren, corporate legislative officer prior to May 23, 2013 should your council be interested in participating in such a forum as well as providing your topics for inclusion on the agenda.

Sincerely,

A handwritten signature in blue ink that appears to read 'Edwin Grieve'.

Edwin Grieve
Chair

cc: Debra Oakman, chief administrative officer
David Allen, chief administrative officer, City of Courtenay

THE CORPORATION OF THE CITY OF COURTENAY

BYLAW NO. 2748

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. 2748, 2013**”.
2. That Part 31 – Comprehensive Development One Zone (CD-1) of “Zoning Bylaw No. 2500, 2007” be hereby amended as follows:

(a) by amending Section 8.31.3 by adding the following:

“(6) Within the portion of Block 72 identified as Area H on the CD-1 Zone

- (a) Single residential dwellings
- (b) Multi residential dwellings
- (c) Accessory buildings and structures
- (d) Boarding
- (e) Home occupation
- (f) Golf course, including accessory buildings”;

(b) by amending Section 8.31.3 (2)(a) to read “Single residential dwellings: 1008 dwelling units within 89.2 ha”;

(c) by amending Section 8.31.3 to add the following:

“(6) Within Area H:

- (a) Approximately 104 single family and multi residential dwellings within 16.3 hectares”;

(d) By amending Section 8.31.6 to add the following:

“(7) Area H: 465m² for single family residential
1600m² for multi residential”;

(e) by amending Section 8.31.9 to add the following to the table:

AREA H	Front Yard	Rear Yard	Side Yard	Exterior Side Yard
Single residential lot	6.0m	7.5m	1.5m	3.0m
Multi residential	7.5m	7.5m	4.5m	4.5m

3. That part of Block 72, Comox District, Except Parts Outlined In Red On Plans 1691R AND 2117 RW, And Except Part In Plans 49168, VIP53544, VIP53936, VIP55887, VIP56345, VIP56997, VIP57216, VIP61372, VIP61373, VIP61374, VIP61375, VIP64932, VIP67278, VIP68539, VIP71399, VIP72239, VIP73546, VIP74891, VIP74892, VIP74893, VIP75389, VIP76675, VIP76772, VIP77537, VIP78213, VIP78293, VIP78614, VIP79916, VIP80521, VIP81206, VIP81881, VIP82174, VIP84549, EPP11548 and EPP20585 and part of Lot 1, Block 72, Comox District, Plan VIP74892 as shown in bold on Attachment A which is attached hereto and forms part of this bylaw be rezoned from Comprehensive Development One B (CD-1B) be rezoned to Comprehensive Development One H (CD-1H).
4. That Zoning Bylaw No. 2500, 2007 Schedule No. 8 be amended accordingly.
5. This bylaw shall come into effect upon final adoption hereof.

Read a first time this 15th day of April, 2013

Read a second time this 15th day of April, 2013

Public Hearing waived pursuant to Section 890(4) of the *Local Government Act* this 15th day of April, 2013

Read a third time this _____ day of _____, 2013

Finally passed and adopted this _____ day of _____, 2013

Mayor

Director of Legislative Services

THE CORPORATION OF THE CITY OF COURTENAY

BYLAW NO. 2752

A bylaw to authorize a Phased Development Agreement

WHEREAS the Council has given due regard to the consideration given in Section 905.1 of the *Local Government Act*;

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

Title

1. This Bylaw may be cited as “Phased Development Agreement Authorization Bylaw No. 2752, 2013 (Buckstone Investments Ltd.)”

Phased Development Agreement

2. The Mayor and Director of Legislative Services may execute and deliver an agreement with Buckstone Investments Ltd. in the form attached as Schedule A, which forms part of this bylaw.
3. This bylaw shall come into effect upon final adoption hereof.

Read a first time this 2nd day of April, 2013

Read a second time this 2nd day of April, 2013

Considered at a Public Hearing this 15th day of April, 2013

Read a third time this 15th day of April, 2013

Finally passed and adopted this day of , 2013

Mayor

Director of Legislative Services

Schedule A to Bylaw No. 2752, 2013
Phased Development Agreement

This Agreement dated for reference the ___ day of _____ 2013 is

BETWEEN: City of Courtenay
830 Cliffe Avenue
Courtenay, British Columbia
V9N 2J7 (the "City")

AND: Buckstone Investments Ltd. (Inc No. BC0822663)
c/o 1984 Comox Avenue
Comox, British Columbia
V9M 3M3 (the "Owner")

WHEREAS:

- A. The Owner is the registered owner of the land described in section 1 of this Agreement ("Owner's Land");
- B. The Owner has amended the City of Courtenay Zoning Bylaw No. 2500, 2007, for Lots A and B, District Lot 153, Comox District, Plan EPP19353 by way of Bylaw No. 2668 (the "Zoning Amendment Bylaw") to permit the development of the Owner's Land;
- C. Bylaw No. 2668 created a new Comprehensive Development Twenty-One Zone (CD - 21) and rezoned the areas as shown on *Schedule 1* from RU-8 (CSR) to Comprehensive Development Twenty-One Zone (CD - 21) Residential Three Zone (R - 3) and Public Use and Assembly Two Zone (PA - 2).
- D. The Owner wishes to provide certain amenities and features in the development of the Owner's Land, and the parties wish to ensure that the provisions of the Zoning Bylaw as amended by the Zoning Amendment Bylaw 2668 continue to apply to the Owner's land for the period more particularly set out in this Agreement; and
- E. The Council of the City has given notice and held a public hearing and has, by bylaw, authorized the execution of this Agreement;

NOW THEREFORE in consideration of the mutual promises set out in this Agreement, the parties agree pursuant to section 905.1 of the *Local Government Act* as follows:

APPLICATION OF AGREEMENT

1. This Agreement applies to the land legally described in *Schedule 2*, including any parcels into which the Land may be subdivided.

BYLAW AMENDMENTS NOT TO APPLY

2. For the term of this Agreement, any amendment or repeal of Sections 1.1 through 8.46.5 of the **City of Courtenay Zoning Bylaw No. 2500, 2007** as amended by the Zoning Amendment Bylaw 2668 does not apply to the Land except:
 - (a) as provided in section 905.1 (6) of the Local Governance Act; or
 - (b) to the extent that the Owner agrees in writing that the amendment or repeal shall apply to the Owner's Land.
3. For certainty, and without limiting section 2, the City agrees that any development permit or building permit that would be issuable in respect of the Owner's Land on the date of adoption of the Zoning Amendment Bylaw 2668 will be issued throughout the term of this Agreement in accordance with the City of Courtenay Zoning Bylaw No. 2500, 2007 as amended by the Zoning Amendment Bylaw 2668 and the provisions and terms of this Agreement, despite any amendment or repeal of the bylaw provisions specified in sections 2 that would otherwise prevent the issuance of the permit.

AMENITIES AND FEATURES OF THE DEVELOPMENT

4. A copy of the Proposed Development Phasing Plan is attached as *Schedule 3*.

Parks, Trails and Environmental Conservation

5. The City's Official Community Plan requires preservation and enhancement of the natural environment and parks within its community. The following are requirements of the proposed development of the Owner's Land:
 - (a) Park and walkway dedication as indicated within *Schedule 4* on drawing 2211-46958-0 sheet D-1. The area of park dedication has been preliminarily determined to be 2.28 Ha, and shall be confirmed by legal survey, at the time of subdivision.
 - (b) Dedication of park lands shall be made at the time of subdivision of those lands immediately adjacent to the park, unless otherwise agreed by all parties.
 - (c) A trail network shall be constructed, as identified on drawing 2211-46958-0 sheet D-1, to City of Courtenay Standard. Each trail identified on the above noted drawing will be constructed concurrently with the physical development of the

land adjacent to the dedicated park (the dedication of park) in which it is located, unless otherwise agreed by all parties.

- (d) A trail shall be constructed from the Owner’s Land, through the unimproved Beachwood Road Right of Way, to the Esquimalt and Nanaimo Right of Way, thence north on the Esquimalt and Nanaimo Right of Way to Fraser Road. This 2.5m wide trail shall be constructed of non-hard surfaced materials (gravel, limestone chips, or similar material), suitable for pedestrian, cyclist and equestrian traffic. The City will negotiate right of way and construction issues with adjacent land owners, Southern Rail of Vancouver Island, the Island Corridor Foundation, and the Owner(s) of Lot 1, District Lots 82 And 250, Comox District, Plan 33387 and Lot 6, District Lot 169, Comox District, Plan 5314.

The Owners, in their sole discretion may, as an alternate to 5(d), elect to construct a non-hard surfaced trail from the Owner’s Land, through the unimproved Beachwood Road ROW, across the E&N ROW, east to the foreshore, thence north along DD19977A to Millard Road. The City will negotiate rights of way and construction issues with all adjacent land owners, and the Ministry of Transportation and Infrastructure.

- (e) All park areas provided at the time of subdivision shall be graded per approved engineered drawings, and shall be top soiled and seeded with a mixture acceptable to the City’s Parks Department.

- 6. Prior to constructing the first phase of the proposed Subdivision, the Owner shall prepare a parks and trail plan in respect of the Land showing the proposed standards for each proposed phase of park and trail development. This drawing should generally conform to MCSL drawing 2211-46958-0 Sheet D-1.
- 7. The parties agree that the dedicated parks and greenways described in Section 5 above satisfy the requirements of Section 941 of the *Local Government Act* with respect to the Project.

Financial Contributions

- 8. Amenity payments will be made to the “Parks, Recreation, Cultural, and Seniors Facilities Amenity Reserve Fund”, per the City of Courtenay’s Official Community Plan, at the following rates:

Single family residential development contributions per lot:

Lot Size	Contribution
Up to 650 m ²	\$ 1,000
651 - 850 m ²	\$ 1,500
851 - 1250 m ²	\$ 2,000

1251 - 2500 m ²	\$	2,500
2501 - 4000 m ²	\$	3,000
4001 - 1 ha	\$	3,500
Greater than 1 ha	\$	5,000

Multi – residential development contributions per m²:

Floor Area	Fee
Up to 100 m ²	\$ 500
101 - 150 m ²	\$ 750
151 - 200 m ²	\$ 1,500
Greater than 200 m ²	\$ 2,500

- (a) All contributions to the “Parks, Recreation, Cultural, and Seniors Facilities Amenity Reserve Fund” shall be made at the time of building permit application, for each lot, or unit created.

9. Amenity payments will be made to the “Affordable Housing Amenity Reserve Fund”, per the City of Courtenay’s Official Community Plan, at the following rates:

Single family residential development contributions per lot:

Lot Size	Contribution
Up to 650 m ²	\$ 1,000
651 - 850 m ²	\$ 1,500
851 - 1250 m ²	\$ 2,000
1251 - 2500 m ²	\$ 2,500
2501 - 4000 m ²	\$ 3,000
4001 - 1 ha	\$ 3,500
Greater than 1 ha	\$ 5,000

Multi – residential development contributions per m²:

Floor Area per Unit	Contribution
Up to 100 m ²	\$ 500
101 - 150 m ²	\$ 750
151 - 200 m ²	\$ 1,500
Greater than 200 m ²	\$ 2,500

- (a) All contributions to the “Affordable Housing Amenity Reserve Fund” shall be made at the time of building permit application, for each lot, or unit created.

OFF SITE SERVICING

10. Stormwater Management

- .1 The Owner has prepared and provided to the City stormwater management reports (“Stormwater Reports”) indicating the storm water management strategies performance targets to be utilized on each portion of the Owner’s Land being subdivided, including the incremental or cumulative impacts of the proposed phasing of the development of the Land.
- .2 The parties acknowledge and agree that additional reporting may be required by the Approving Officer to address specific drainage issues that might arise in respect of a particular phase of the Subdivision. Such reports shall be provided at the time of detailed design, if warranted.
- .3 New on-site or offsite storm waterworks and appurtenances to service the development of the Owner’s Land must be constructed in accordance with the Stormwater Reports and any additionally required reports, and be consistent with the City of Courtenay Subdivision Control Bylaw 1401, 1986.
- .4 Offsite stormwater management and/or conveyance infrastructure required to service the development shall be constructed incrementally, and as required, by capacity analysis provided by the Owner.
- .5 The costs associated with the design and construction of offsite stormwater conveyance infrastructure, solely of benefit to the Owner, shall be funded wholly by the Owner. Infrastructure designed and constructed to be of benefit to a larger area, shall be subject to latecomer agreements, or other cost recovery mechanisms, as provided for in the Local Government Act.
- .6 The City will negotiate right of way and construction issues with adjacent land owners, Southern Rail of Vancouver Island, the Island Corridor Foundation, and the Owner(s) of Lot 1, District Lots 82 And 250, Comox District, Plan 33387 and Lot 6, District Lot 169, Comox District, Plan 5314.

11. Highway Infrastructure

- .1 The Owner has provided to the City a Traffic Impact Study (TIS) assessing vehicular, pedestrian and cyclist volumes from the proposed development, and the larger surrounding area. The TIS has identified upgrades to highways required as a result of the Project, and further upgrades required to suit future development of adjacent lands.
- .2 The City recognizes highway improvement projects identified in the TIS are of benefit to the greater area, thus justifying their inclusion in future Development

Cost Charge bylaw updates.

- .3 The following off-site infrastructure improvements will be constructed as follows:
 - (a) Implementation of an unsignalized four way stop intersection at Fraser Road and the Comox Valley Logging Road, complete with appropriate signage, prior to registration of the first phase of development.

12. Sanitary Sewerage

- .1 Sanitary sewerage servicing requirements for the subject properties, and the surrounding areas, has been established in the April 15, 2011 MCSL report entitled "South Courtenay Sanitation and Potable Water System Expansion Study". MCSL drawing 2211-46958-0 sheet SC-3, is attached as *Schedule 5*. This drawing schematically indicates the locations of the infrastructure requirements noted in the following sections.
- .2 The Owner shall construct a sewage liftstation capable of ultimately accommodating a peak wet weather influent rate of 25l/s. The station shall be designed and constructed to handle a design inflow rate of 25lps upon commissioning. The station shall be located at the intersection of Sandpiper Road, and Millard Road. The pump station shall be completed prior to occupancy of dwelling units in the first phase of development. The incremental increase in design and construction costs of a liftstation sized to accommodate the Owner's development, (16l/s capacity), and the ultimate capacity required by the City of Courtenay (25 l/s), shall be reimbursed by the City of Courtenay upon completion of the lift station.
- .3 The Owner shall construct a 150mm diameter pressure sewer from the Sandpiper liftstation, to the end of the existing City of Courtenay gravity sewage collection system, prior to registration of the first phase of development. The additional cost of installing a 150mm dia pressure sewer, in excess of the direct cost of installing a 100mm dia pressure sewer, shall be reimbursed by the City of Courtenay upon completion of the lift station.
- .4 The Owner shall construct a 250mm dia gravity sewer from the Owner's Land, along the Beachwood Road Right of Way, to Hwy 19A. A 200mm dia gravity sewer shall be constructed from the intersection of Hwy 19A and Beachwood Road, to the Sandpiper lift station. The additional cost of installing a 250mm dia gravity sewer, in excess of the direct cost of installing a 200mm dia gravity sewer, shall be reimbursed by the City of Courtenay upon completion of the lift station.
- .5 The City will negotiate right of way and construction issues with adjacent land owners, Southern Rail of Vancouver Island, the Island Corridor Foundation, and the Owner(s) of Lot 1, District Lots 82 And 250, Comox District, Plan 33387 and

Lot 6, District Lot 169, Comox District, Plan 5314.

- .6 The City shall reimburse Buckstone Investments up to \$400,000 for the advancement of sanitary sewers and associated infrastructure into South Courtenay, upon provision of reasonable certified proof of expenditure and completion of the work. This amount will satisfy the City's commitment under Section 12 – Sanitary Sewerage.

13. Potable Water

- .1 Potable water servicing requirements for the subject properties, and the surrounding areas, has been established in the April 15, 2011 MCSL report entitled "South Courtenay Sanitation and Potable Water System Expansion Study". MCSL drawing 2211-46958-0 sheet SC-3, is attached as *Schedule 6*. This drawing schematically indicates the locations of the infrastructure requirements noted in the following sections.
- .2 Prior to registration of the first phase of development, the Owner shall construct a 300mm dia watermain, from the 300mm dia stub at the intersection of Anfield Road and Hwy 19A, to the Owner's Lands. Provision shall be made for the future extension of this watermain to Christie Parkway.
- .3 The Owner's engineer shall confirm adequate domestic and fire flows are available for each consecutive phase of development. Works identified in this section shall be completed when actual demand dictates, based on the requirements of the City of Courtenay's Subdivision Control Bylaw 1401, 1986.
- .4 Service connections shall not be provided to any existing residence or property from newly constructed watermains. Reconnection of existing service connections to new potable water system components shall be undertaken by the City, if required in the future.
- .5 The Owner shall construct a boost pump system, in order to provide potable water and fire protection to the upper portions of the Owner's Lands. The Owner's engineer shall provide confirmation with each consecutive phase of development that sufficient water supply is available, and confirm the required timing of this infrastructure, in accordance with the requirements of the City of Courtenay's Subdivision Control Bylaw 1401, 1986.
- .6 The City shall attend to any negotiations with adjacent land owners required to allow for construction of Potable Water Works that may disrupt existing commercial, industrial, or other enterprises within the Ministry of Transportation and Infrastructure's road or utility Rights of Way.

- .7 The City will negotiate right of way and construction issues with adjacent land owners, Southern Rail of Vancouver Island, the Island Corridor Foundation, and the Owner(s) of Lot 1, District Lots 82 And 250, Comox District, Plan 33387 and Lot 6, District Lot 169, Comox District, Plan 5314.

ON SITE SERVICING

14. All services required to accommodate new development within the subject properties, are to be designed and constructed to current City of Courtenay specification, unless otherwise agreed by all parties.
15. The initial capital cost of On Site servicing, providing benefit to lands beyond the development, shall, at the discretion of the Owner, be subject to latecomer agreements or other cost recovery mechanisms.

TERM AND TERMINATION OF AGREEMENT

16. The term of this Agreement is ten years from the date of adoption of the bylaw authorizing the Agreement.
17. The parties may terminate this Agreement at any time by written Agreement.
18. If the amenities and features of the development are not provided to the standards and at the times set out in *Schedule 7*, on which question the opinion of the City shall be determinative provided that the City may not act unreasonably, the City may at its option terminate this Agreement by providing notice in writing to the Owner, provided that the City has at least two months prior to giving such notice advised the Owner in writing of any alleged failure to provide such amenities and features in accordance with this Agreement and the Owner has not corrected the deficiency to the reasonable satisfaction of the City, or if such default reasonably requires longer than two months to remedy, the Owner has failed to substantially commence remedying such default within two months after receipt of the notice to the reasonable satisfaction of the City. The Owner acknowledges that, in the event that this Agreement is terminated under this Section, the City may further amend its zoning bylaw to reverse or modify the effect of the Zoning Amendment Bylaw, without compensation to the Owner.

ASSIGNMENT OF AGREEMENT

19. The Owner may assign this Agreement in whole or in relation to any parcel into which the Land may be subdivided, if the City, in its sole discretion, consents in writing to the assignment and the assignee has executed and delivered to the City a notice of assumption and has entered into an assignment agreement with the Owner assigning the

Agreement. In consenting to such assignment, the City may require the Owner and the assignee to enter into further agreements with the City concerning the performance of the obligations contained in this Agreement in relation to the parcel of which the assignee is or will become the owner.

20. The Owner acknowledges that the City is obliged to file a notice on title regarding the existence of this Agreement and that, on the filing of such notice, the terms of the agreement are binding on persons who acquire an interest in the land.

AMENDMENT OF AGREEMENT

21. The parties may in writing agree to minor amendments to this Agreement, and that for that purpose a “minor amendment” is an amendment to any of *Schedules 2 through 7* subject to the limitations of Section 905.4 of the *Local Government Act*.
22. The City may, prior to agreeing to such an amendment, convene a public hearing or other proceeding for the purpose of determining the opinion of members of the public to such amendment, notwithstanding that such a hearing or other proceeding is not required by the *Local Government Act*, and the Owner agrees to participate in such proceeding for the purpose of providing information to the public on the proposed amendment.

DISPUTE RESOLUTION

23. All parties agree, in the event of dispute over any of the terms or conditions of this Agreement, an independent arbitrator, jointly appointed to both parties, shall hear and deliver a binding judgment.

GENERAL TERMS AND CONDITIONS

24. Any notice permitted or required by this Agreement to be given to either party must be given to that party at the address set out above or to any other address of which the party has given the other party notice in writing expressly for the purposes of this Agreement.
25. Except as expressly set out in this Agreement, nothing in this Agreement shall prejudice or affect the rights and powers of the City in the exercise of its functions under the *Community Charter* or the *Local Government Act* or any of its bylaws.
26. Any opinion, decision, act or expression of satisfaction or acceptance provided for in this Agreement may be taken or made by the City’s Director of Planning Services, unless expressly provided to be taken or made by another official of the City.

27. No provision of this Agreement is to be considered to have been waived by the City unless the waiver is expressed in writing by the City. The waiver by the City of any breach by any of the other parties of any provision is not to be construed as or constitute a waiver of any further or other breach.
28. Whenever in this Agreement the City is required or entitled to exercise any discretion in the granting of consent or approval, or entitled to make any determination, take any action or exercise any contractual right or remedy, the City may do so in accordance with the contractual provisions of this Agreement and no public law duty, whether arising from the principals of procedural fairness or the rules of natural justice or otherwise, shall have any application in the interpretation or implementation of this Agreement except to the extent that such duty arises as a matter of public law.
29. The Owner shall indemnify and save harmless the City, its officers, employees, council members, agents and others (the "City Representatives") from and against any and all actions, causes of action, liabilities, demands, losses (but not loss of profits), damages, costs, expenses (including actual fees of professional advisors), fines, penalties and other harm of any kind whatsoever, suffered or incurred by the City or any of the City Representatives, directly or indirectly, arising from, resulting from, connected with or related to:
 - (a) death, bodily injury, damage or loss of any property or other incident or occurrence during the construction or operation of the amenities contemplated by this Agreement;
 - (b) any default or breach of this Agreement by the Owner; and
 - (c) any wrongful act, omission or negligence of the Owner or its directors, officers, employees, agents, contractors, subcontractors, licensees, or others for whom they are responsible in law with respect to the covenants and obligations of the Owner pursuant to this Agreement.
30. This indemnity shall survive any conclusion or other termination of this Agreement, in relation to any matter arising prior to it.
31. If any Owner is delayed or prevented from the performance of any covenant or agreement required hereunder by reason of any unavoidable cause, then performance of such covenant or agreement shall be excused for the period during which such performance is delayed or prevented and the time for the performance thereof shall be extended accordingly. For the purposes of this section, "unavoidable cause" means any event or contingency beyond the reasonable control of the Owner, including without limitation a delay caused by weather conditions, power failure, fire or other casualty, government law,

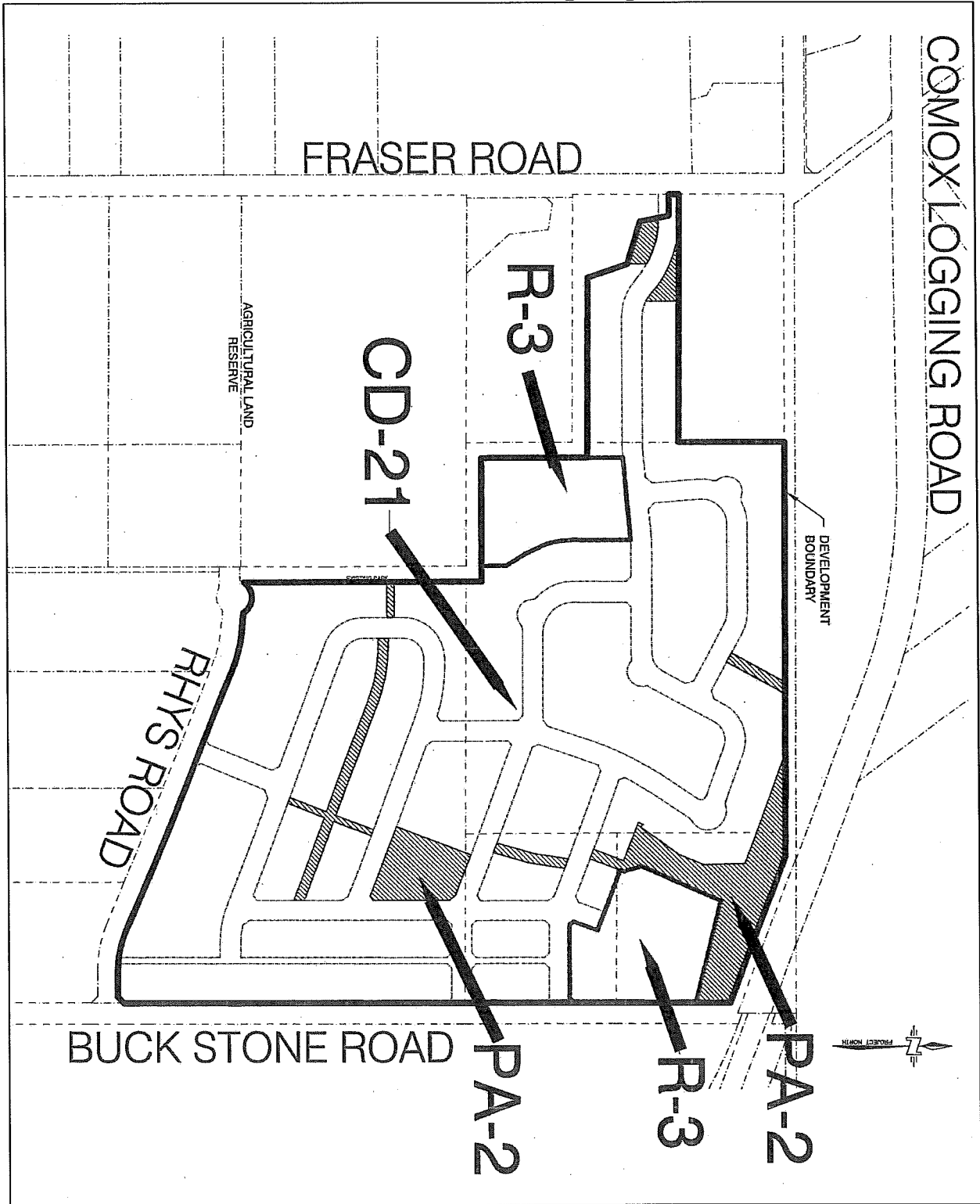
regulations or controls, civil commotion, insurrection, sabotage, invasion, rebellion, military or usurped power, war or war-like operations and acts of God, but excluding a delay caused by lack of funds.

- 32. Time is of the essence of this Agreement and will remain of the essence notwithstanding the extension of any dates.
- 33. The Owner acknowledges and agrees that the City, acting reasonably, may, despite any public law limitations on the withholding of development permits, building permits and occupancy permits, withhold such permits for the purpose of ensuring compliance with and administering the terms of this Agreement.
- 34. The City may, during the construction of any amenity required by this Agreement, appoint from time to time an employee or official to represent the interests of the City under this Agreement and advise the Owner in writing of such appointment, and the Owner shall for that purpose provide to the City's representative reasonable access to all documents related to the construction including but not limited to plans, permits, specifications, Building Code analyses, receipts, waybills, shipping documents and contracts, and reasonable access to the sites of construction and all construction facilities. The Owner agrees that the viewing of this document by the City's representative does not create any legal obligation, in tort or otherwise, on the part of the City or its representative whether or not comments are given to the Owner and whether or not the Owner chooses to act on comments that are given.
- 35. This Agreement may be executed in counterparts.

CITY OF COURTENAY
By its authorized signatories:

BUCKSTONE INVESTMENTS LTD.
By its authorized signatories:

Schedule 1 – Zoning Map

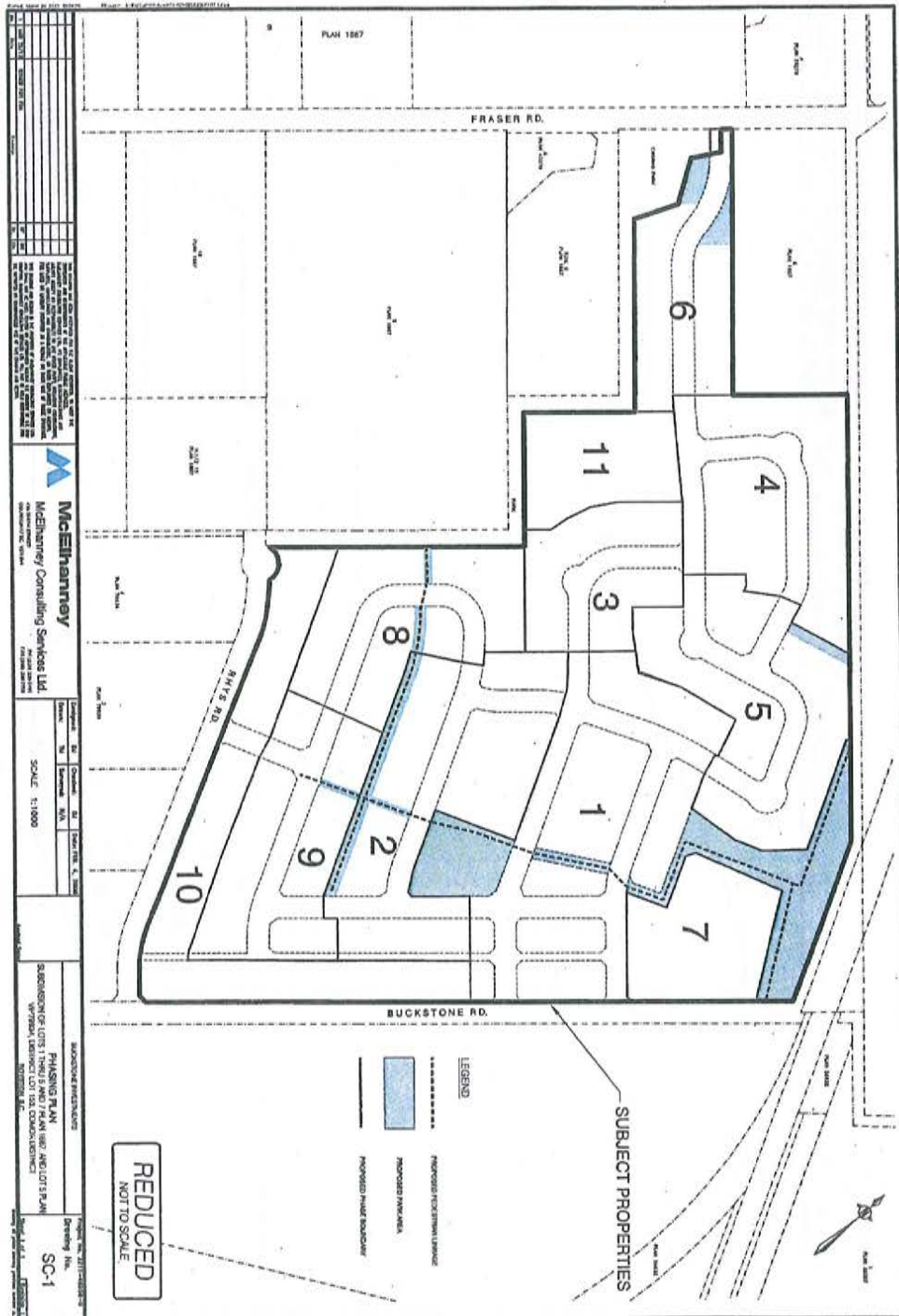


Schedule 2 – Legal Descriptions

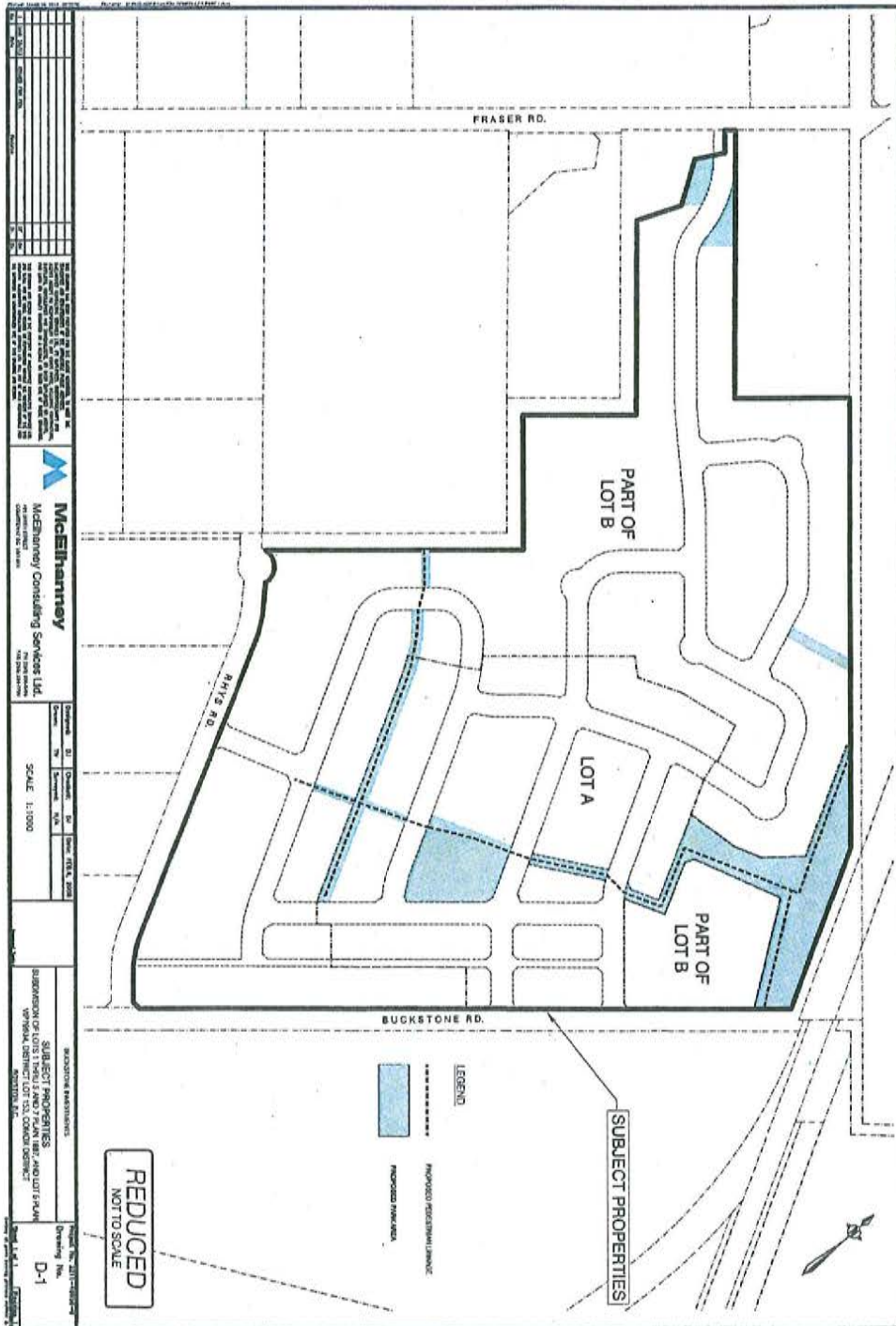
Lot A, District Lot 153, Comox District, Plan EPP19353

Lot B, District Lot 153, Comox District, Plan EPP19353

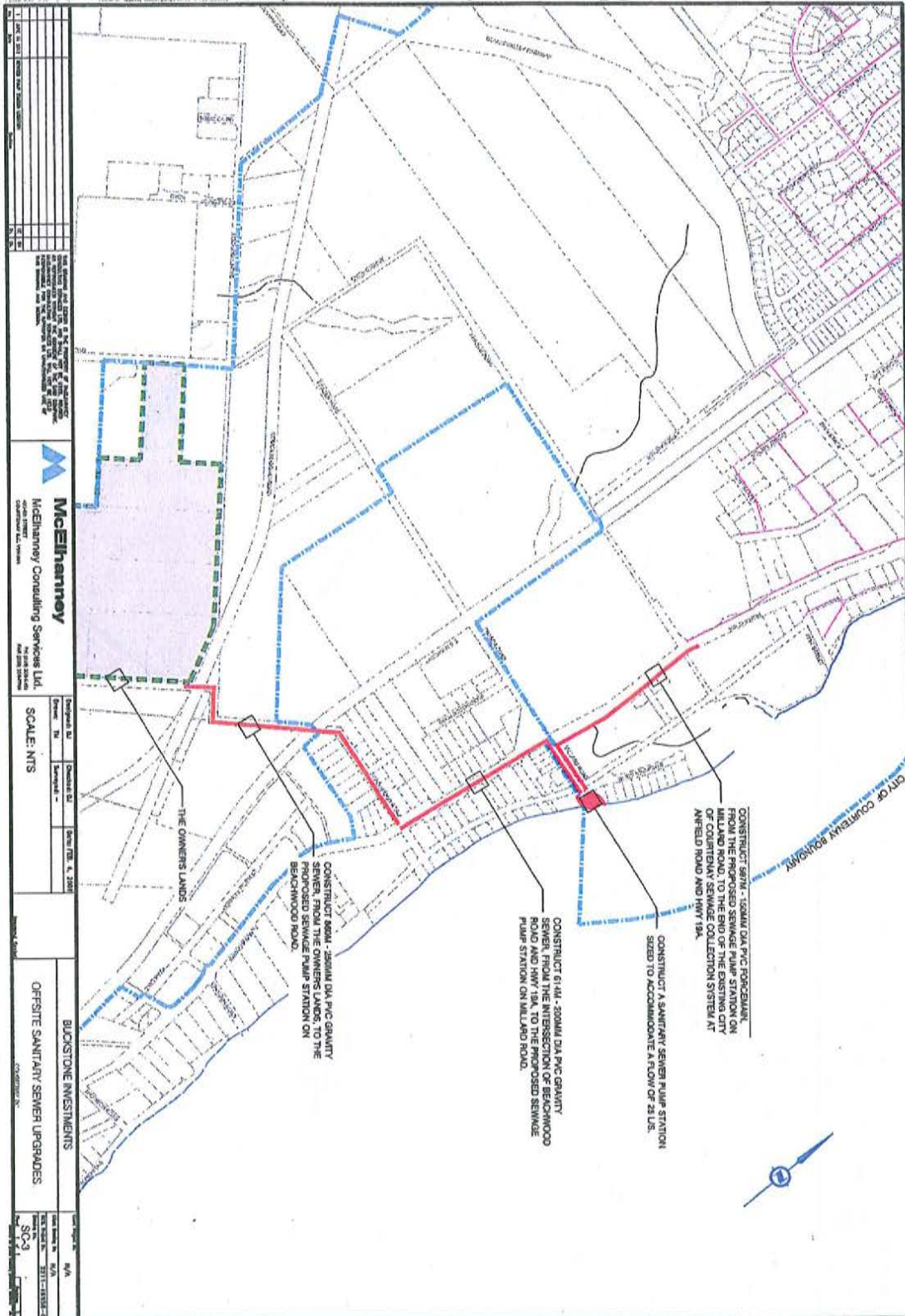
Schedule 3 – Phasing Plan



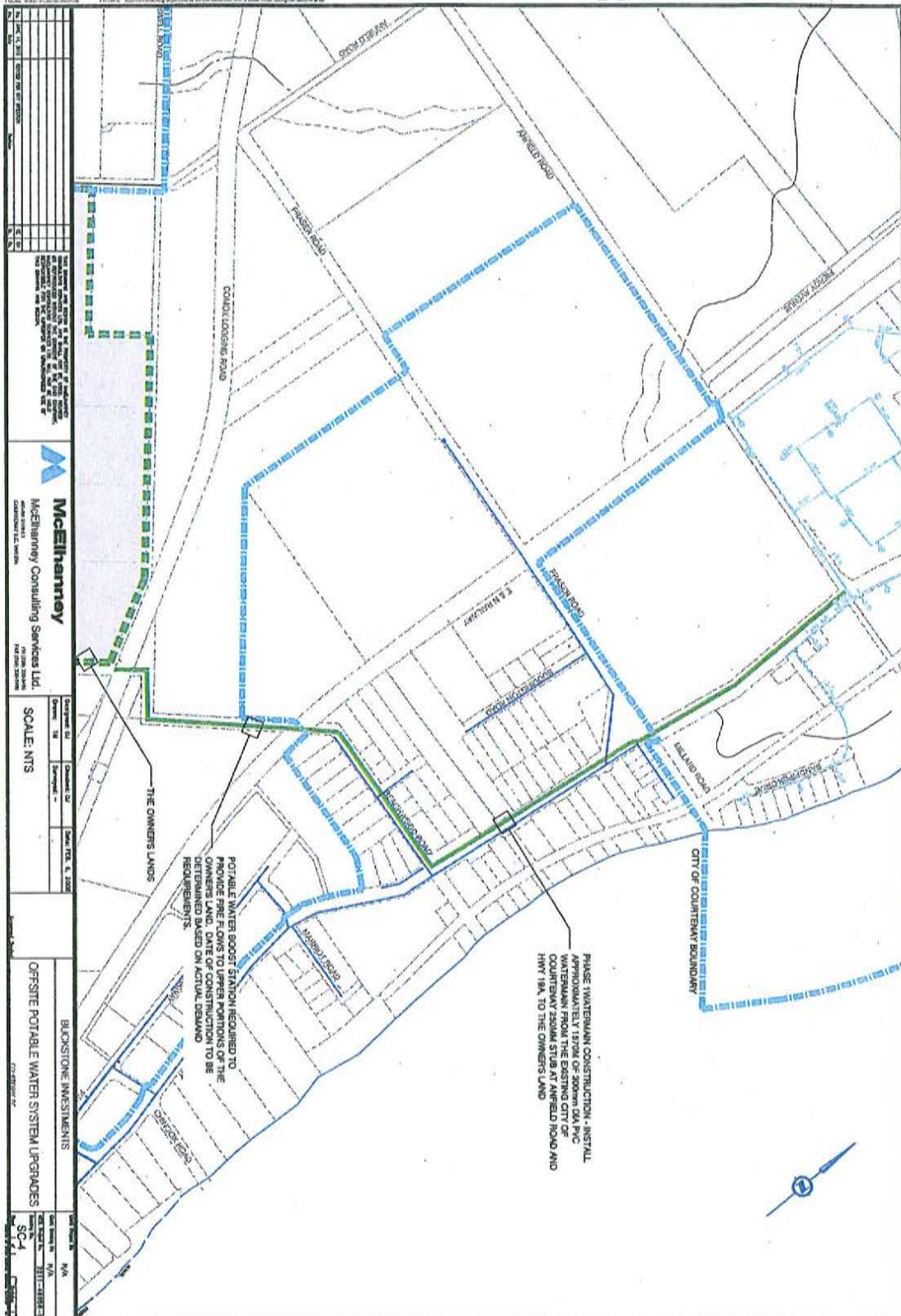
Schedule 4 – Parks and Walkways



Schedule 5 – Sanitary Sewer Upgrades



Schedule 6 – Potable Water Upgrades



Schedule 7 – Summary Table

Phase Number	Approximate Number of Units			Year of Registration	Trunk Sewerage Conveyance System Upgrading Planned Development Agreement Reference Number	Potable Water System Upgrading Planned Development Agreement Reference Number	Office Highways Upgrade Planned Development Agreement Reference Number	Affordable Housing Contribution Per OCP	Parks, Recreation, Cultural and Seniors Facilities Agency Reserve Fund/ Per OCP	Other Amenities Description
	SFO	MF	Incremental Total							
1	30		30	2012	12.2, 12.3, 12.4, 12.5	12.2, 12.3	11.3 (b)	\$ 45,000	\$ 45,000	Park dedication = 0.6151 ha Trail construction within proposed park - 650m hard surfaced
2	42		39	2012				\$ 63,000	\$ 63,000	Trail construction within proposed park - 67m hard surfaced
3	22		22	2013				\$ 33,000	\$ 33,000	Park dedication = 1.1711 ha Trail construction within proposed park - 67m hard surfaced
4	23		23	2013				\$ 34,500	\$ 34,500	Trail construction - site to Fraser Rd via EBN ROW
5	29		29	2014				\$ 43,500	\$ 43,500	Park dedication = 0.1707 ha
6	18		18	2014				\$ 27,000	\$ 27,000	Trail construction in existing park - 955m gravel surfaced
7	35		35	2015				\$ 26,250	\$ 26,250	Trail construction in existing park - 955m gravel surfaced
8	27		27	2015				\$ 40,500	\$ 40,500	Park dedication = 0.3174 ha
9	27		27	2015				\$ 40,500	\$ 40,500	Park dedication = 0.3174 ha
10	22		22	2016				\$ 33,000	\$ 33,000	Trail construction within proposed park - 350 hard surfaced
11	35		35	2016				\$ 26,250	\$ 26,250	
	240	70	307					\$ 412,500	\$ 412,500	

Note:
 - Cost estimates are class D and have been developed in the absence of detailed design.
 - The actual provision of development may vary - phasing dates and unit counts are estimates only. Amenity payments not required as a function of registration (i.e. trail construction), should be payable when the appropriate cumulative lot count is registered.
 - Office building requirements are as identified in the April 15, 2010 MCSI report entitled "South Courtenay Sanitation and Potable Water System Expansion Study".
 - Affordable housing and parks, recreation, cultural and seniors facilities reserve fund contributions are estimates based on average lot sizes. Actual payments to be calculated based on final lot sizing.
 - Park dedication areas are estimates only, and are to be confirmed by legal survey at time of registration.

THE CORPORATION OF THE CITY OF COURTENAY

BYLAW NO. 2753

A bylaw to adopt the five year financial plan

WHEREAS the *Community Charter*, being SBC Chapter 26, 2003, requires a financial plan that is adopted annually;

AND WHEREAS the financial plan shall by bylaw be adopted before the annual property tax bylaw is adopted;

AND WHEREAS the planning period for a financial plan is five years, being the year in which it is specified to come into force and the following 4 years;

AND WHEREAS the Community Charter, being SBC Chapter 26, 2003, Section 173, requires that a municipality must not make an expenditure other than one authorized and provided for in the financial plan;

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 **“The 2013 – 2017 Financial Plan Bylaw No. 2753, 2013”**.
2. Schedule “A” attached hereto and made part of this bylaw is hereby adopted as the 2013 Financial Plan Statement.
3. Schedule “B” attached hereto and made part of this bylaw is hereby adopted as the 2013 – 2017 Schedule of General Municipal Property Tax Revenue by Property Class.
4. Schedules “C” to “E” attached hereto and made part of this bylaw are hereby adopted as the annual General, Water, and Sewer Operating Funds financial plan for the five-year period ending December 31, 2017.
5. Schedule “F” attached hereto and made part of this bylaw is hereby adopted as the detailed General Capital Fund expenditure program for the year ended December 31, 2013.
6. Schedule “G” attached hereto and made part of this bylaw is hereby adopted as the detailed Water Capital Fund expenditure program for the year ended December 31, 2013.
7. Schedule “H” attached hereto and made part of this bylaw is hereby adopted as the detailed Sewer Capital Fund expenditure program for the year ended December 31, 2013.

8. Schedule "I" attached hereto and made part of this bylaw is hereby adopted as the Consolidated Capital Expenditure Program for the five-year period ending December 31, 2017.
9. Schedule "J" attached hereto and made part of this bylaw is hereby adopted as the Reserve Funds Expenditure Program for the year ended December 31, 2013.
10. Schedule "K" attached hereto and made part of this bylaw is hereby adopted as the Gaming Account Expenditure Program for the five-year period ending December 31, 2017.
11. "The Final 2012-2016 Financial Plan Bylaw No. 2708, 2012" is hereby repealed.

Read a first time this 15th day of April, 2013

Read a second time this 15th day of April, 2013

Read a third time this day of , 2013

Finally passed and adopted this day of May, 2013

Mayor

Director of Legislative Services

CITY OF COURTENAY

2013 Financial Plan Statement

The City of Courtenay adopted Revenue and Tax Policy #1700.01 (attached) on April 7, 2008. The policy guides the City's budget objectives for its property tax and fees/charges revenue sources.

1. Distribution of Revenues

In accordance with Section 165 (3.1) of the Community Charter, the proportion of total revenue derived from each funding source is detailed in Table One.

Property value taxes form the greatest proportion of the revenue of the municipality. The system of property taxation is relatively easy to administer and understand. It provides a stable and consistent source of revenue for many services that are difficult or undesirable to fund on a user pay basis. These include services such as fire protection, police protection, bylaw enforcement, libraries, parks, and roads and streets maintenance. For these reasons, property value taxation will continue to be the major source of municipal revenue.

User fees and charges form the second largest portion of planned revenue. Many municipal services, such as water, sewer, and garbage collection can be measured and charged for on a user-pay basis. This basis attempts to fairly apportion the value of a municipal service to those who make use of it.

Table One: proportions of total revenue (all funds combined)

Revenue Source	2012		2013	
	Amount	% Total Revenue	Amount	% Total Revenue
Property Value Taxes	19,127,592	31.4%	20,289,153	32.9%
Parcel Taxes	2,549,000	4.2%	2,512,187	4.1%
User Fees and Charges	9,582,259	15.7%	10,617,192	17.2%
Other Sources	10,176,764	16.7%	10,489,634	17.0%
Proceeds from Borrowing	5,757,524	9.4%	-	0.0%
Transfers from own Reserves/Surpluses	13,742,995	22.6%	17,743,138	28.8%
TOTAL	60,936,134	100.0%	61,651,304	100.0%

In 2013, a moderate decrease in general fund revenues derived from user fees, permits and charges has been forecast which is in line with the anticipated slowdown in development activity. For 2013, Council approved an increase of 10% in revenue generated from water rates and an increase of 20% in revenue generated from sewer user rates. Within the water rate user fee structure, there was a further move towards rate equity in the fee structure as a lesser increase was applied to metered water rates than to non-metered rates.

2. Distribution of property taxes among the property classes

Table Two provides the distribution of property tax revenue among the property classes. The practice of council has been to set tax rates in order to maintain tax stability. This is accomplished by maintaining the proportionate relationship provided below between the property classes. This practice allows the various taxpayers in the municipality to be confident that, in any year, their property tax bill will only increase as much as their proportion of the increase in tax revenue required year over year.

In addition, each year, Council has considered whether to reduce the commercial rate multiple, which effectively shifts tax load from the commercial class to the residential class taxpayer.

Table Two: Distribution of Property Taxes among Classes for 2013 with comparative history for 2012.

Property Class	2012		2013	
	Rate Multiple	% Property Value Tax	Rate Multiple	% Property Value Tax
(01) Residential	1.00	61.71%	1.00	60.47%
(02) Utilities	7.00	0.25%	7.00	0.26%
(04) Major Industry	3.90	0.00%	3.90	0.00%
(05) Light Industry	3.90	0.35%	3.90	0.38%
(06) Business	2.85	37.58%	2.85	38.79%
(08) Recreation/Non-Profit	1.00	0.09%	1.00	0.08%
(09) Farm	1.00	0.02%	1.00	0.02%
TOTAL		100.00%		100.00%

In accordance with the City's Revenue and Tax Policy No. 1700.01, Council has maintained the commercial multiplier at 2.85 for 2013.

It is hoped that in future years, further reductions in the commercial multiplier may be achieved through growth in the business sector of our local economy.

3. Permissive tax exemptions

In May 2006, the City of Courtenay adopted Permissive Exemption Policy No. 1960.01 as a means to support not-for-profit organizations within the community which further Council's objectives of enhancing quality of life (economic, social, and cultural) and delivering services economically.

A permissive tax exemption is strictly at the discretion of Council. After careful consideration of all applications Council may approve a full, a partial, or no tax exemption. The tax exemption may vary for the different applicants. This policy guides identification of organizations meeting Council's objectives. Permissive Tax Exemptions will be reviewed periodically to ensure that the organization and property still meet the criteria established by Council.

For 2013, the projected amount of municipal tax revenue foregone is as follows:

Permissive Property Tax Exemptions	Property Tax Revenue Foregone
City owned properties/managed by not-for-profit groups	\$ 164,500
Not-for Profit Organizations	147,000
Churches	12,000
TOTAL	\$ 323,500

City of Courtenay Policy

Section 5 - Finance	Policy #	1700.00.01
Subject: Revenue and Tax Policy	Revision #	

SCOPE

In May 2007, the Province introduced amendments to the *Community Charter* that require all municipal five-year plans to include a more explicit form of revenue and tax policy disclosure. Section 165 (3.1) of the *Community Charter* requires that the annual five year financial plan must set out the objectives and policies of the municipality in relation to these matters.

POLICY

1. Proportion of revenue by source

Property taxes

- The City of Courtenay will attempt to keep the proportional share of revenue from property taxes at a level similar to the average of comparable municipalities.
- Where new sources of revenue are made available to the City from senior governments, wherever possible these revenues will be used to reduce dependency on property taxation revenue.

Parcel taxes

- Parcel taxes will be used whenever Council determines that they are more appropriate than property taxes.

Fees & Charges

- Wherever possible, fees & charges will be used to assign costs to those who benefit from the service provided. The proportion of the costs recovered by fees and charges will vary with the nature of the service provided.

Proceeds of borrowing

- Borrowing will be considered when determining the funding sources of large capital projects that provide benefits to taxpayers over a long period of time.

AUTHORIZATION: R10/2008/4.00.08	DATE: April 7, 2008
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Section 5 - Finance	Policy #	1700.00.01
Subject: Revenue and Tax Policy	Revision #	

Other sources of revenue

- The City will continue to seek other sources of revenue in order to reduce reliance on property taxes.

2. Distribution of property taxes among the classes

- The City of Courtenay will maintain the percentage of property taxes received from residential taxpayers at a level comparable to the average of similar municipalities.
- The City will attempt, over time, to reduce the commercial tax rate where necessary to ensure that Courtenay remains a competitive location for commercial activity.

3. Permissive Tax Exemptions

In May 2006, the City of Courtenay adopted Permissive Exemption Policy No. 1960.01 as a means to support not-for-profit organizations within the community which further Council's objectives of enhancing quality of life (economic, social, and cultural) and delivering services economically.

A permissive tax exemption is strictly at the discretion of Council. After careful consideration of all applications Council may approve a full, a partial, or no tax exemption. The tax exemption may vary for the different applicants. This policy guides identification of organizations meeting Council's objectives.

Permissive Tax Exemptions will be reviewed at periodically to ensure that the organization and property still meets the criteria established by Council.

AUTHORIZATION: R10/2008/4.00.08

DATE: April 7, 2008

City of Courtenay
 2013 - 2017 General Municipal Property Tax Revenue by Class

Class	2013 Rate Multiple	2013 MUNICIPAL GENERAL & DEBT TAX REVENUE			2014 - 2017 BUDGETED MUNICIPAL GENERAL & DEBT TAX REVENUE							
		2013 Municipal Tax Levy	% of Total Municipal Tax Levy		2014 Municipal Tax Levy	% of Total Municipal Tax Levy	2015 Municipal Tax Levy	% of Total Municipal Tax Levy	2016 Municipal Tax Levy	% of Total Municipal Tax Levy	2017 Municipal Tax Levy	% of Total Municipal Tax Levy
01 Residential	1.00 x	11,230,277	60.47%		11,893,223	60.97%	12,666,436	61.47%	13,408,078	61.97%	14,468,391	62.47%
02 Utilities	7.00 x	48,286	0.26%		50,717	0.26%	53,575	0.26%	56,255	0.26%	60,217	0.26%
04 Major Industry	3.90x	-	0.00%		-	0.00%	-	0.00%	-	0.00%	-	0.00%
05 Light Industry	3.90x	70,572	0.38%		74,125	0.38%	78,302	0.38%	82,218	0.38%	88,010	0.38%
06 Business (Other)	2.85x	7,203,943	38.79%		7,469,108	38.29%	7,786,963	37.79%	8,068,214	37.29%	8,520,763	36.79%
08 Recreation Non Profit	1.00 x	14,857	0.08%		15,605	0.08%	16,485	0.08%	17,309	0.08%	18,528	0.08%
09 Farm	1.00 x	3,714	0.02%		3,901	0.02%	4,121	0.02%	4,327	0.02%	4,632	0.02%
		\$ 18,571,650	100.00%		\$ 19,506,680	100.00%	\$ 20,605,882	100.00%	\$ 21,636,401	100.00%	\$ 23,160,542	100.00%

**City of Courtenay
GENERAL OPERATING FUND
2013 - 2017 FINANCIAL PLAN**

SCHEDULE C

DESC	2012 BUDGET	2013 PROV BUDGET	DIFF	2013 FINAL BUDGET	2014 PROJ BUDGET	2015 PROJ BUDGET	2016 PROJ BUDGET	2017 PROJ BUDGET
Municipal Property Tax Increase:								
Policing - RCMP Contract		2.06%		2.06%	1.22%	1.80%	2.06%	1.40%
General and Debt		2.12%		2.12%	1.80%	1.91%	1.12%	3.91%
Total Increase in Tax Revenue	3.30%	4.18%		4.18%	3.02%	3.71%	3.18%	5.31%
REVENUE								
Taxes								
Real Property - General/Debt Purposes	17,461,629	18,191,050	0	18,191,050	19,131,680	20,230,882	21,261,401	22,785,542
New Construction Estimate	0	400,000	(19,400)	380,600	375,000	375,000	375,000	375,000
BCAA: assessment adjustments	(15,000)	(30,000)	(16,000)	(46,000)	(30,000)	(30,000)	(30,000)	(30,000)
Library Levy	921,577	995,030	0	995,030	1,004,980	1,015,030	1,025,180	1,035,432
Utility 1% Revenue Tax	363,086	374,672	0	374,672	378,419	382,203	386,025	386,025
	18,731,292	19,930,752	(35,400)	19,895,352	20,860,079	21,973,115	23,017,606	24,551,999
Grants in Place of Taxes								
Federal Government and agencies	118,000	116,507	0	116,507	117,672	118,849	120,037	120,037
Provincial Government and agencies	278,300	277,294	0	277,294	280,067	282,868	285,696	285,696
	396,300	393,801	0	393,801	397,739	401,716	405,734	405,734
Collections for other Governments and Authorities								
Downtown Courtenay B.I.A	60,000	60,000	0	60,000	60,000	60,000	60,000	60,000
School Taxes	11,022,790	11,555,933	0	11,555,933	11,671,492	11,788,207	11,906,089	12,025,150
Comox Valley Regional District	3,530,406	3,601,014	0	3,601,014	3,637,024	3,673,395	3,710,128	3,747,230
Comox-Strathcona RHD	3,557,704	3,628,858	0	3,628,858	3,665,147	3,701,798	3,738,816	3,776,204
Municipal Finance Authority	935	935	0	935	944	954	963	973
BC Assessment Authority	307,186	313,330	0	313,330	316,463	319,628	322,824	326,052
	18,479,021	19,160,070	0	19,160,070	19,351,071	19,543,981	19,738,821	19,935,609
Total Taxation, Grants in Place	37,606,613	39,484,623	(35,400)	39,449,223	40,608,889	41,918,813	43,162,161	44,893,342
Sale of Services								
Protective Services	800,964	858,332	2,000	860,332	864,041	870,791	878,104	885,490
Environmental Health Services	2,503,487	2,694,171	0	2,694,171	2,748,654	2,803,628	2,859,700	2,916,894
	3,304,451	3,552,503	2,000	3,554,503	3,612,696	3,674,419	3,737,804	3,802,384
Revenue from own Sources								
Recreation Program Fees	1,198,250	1,210,750	0	1,210,750	1,210,750	1,210,750	1,210,750	1,210,750
Business Licenses	269,000	270,500	0	270,500	270,500	270,500	270,500	270,500
Commercial Vehicle Licenses	6,200	6,200	0	6,200	6,200	6,200	6,200	6,200
Building Permits	409,000	336,000	0	336,000	376,000	376,000	376,000	376,000
Parking , Fines and permits	39,000	32,500	4,500	37,000	32,500	32,500	32,500	32,500
Dog Licenses and fees	9,600	9,700	0	9,700	9,700	9,700	9,700	9,700
Rezoning, Subdivision and variance fees	127,500	111,000	0	111,000	111,000	136,000	136,000	136,000
Engineering and public works	187,250	181,300	1,800	183,100	181,300	181,300	181,300	181,300
Rentals	923,000	928,000	5,500	933,500	928,000	928,000	928,000	2,371,260
Parks	45,000	47,000	0	47,000	47,000	47,000	47,000	47,000
	3,213,800	3,132,950	11,800	3,144,750	3,172,950	3,197,950	3,197,950	4,641,210
Interest Income and Taxation Penalties	660,000	711,000	5,153	716,153	711,000	711,000	711,000	711,000
Other								
Insurance Recoveries	3,500	5,000	10,000	15,000	5,000	5,000	5,000	5,000
Cemeteries	128,000	132,000	0	132,000	132,000	132,000	132,000	132,000
Sundry	70,500	66,300	3,600	69,900	66,300	66,300	66,300	66,300
	202,000	203,300	13,600	216,900	203,300	203,300	203,300	203,300

**City of Courtenay
GENERAL OPERATING FUND
2013 - 2017 FINANCIAL PLAN**

SCHEDULE C

DESC	2012 BUDGET	2013 PROV BUDGET	DIFF	2013 FINAL BUDGET	2014 PROJ BUDGET	2015 PROJ BUDGET	2016 PROJ BUDGET	2017 PROJ BUDGET
Unconditional Grants from Other Governments								
>>Provincial Government								
Traffic Fine Revenue Sharing	403,348	198,024	0	198,024	198,024	198,024	198,024	198,024
Climate Action	10,000	10,000	0	10,000	10,000	10,000	10,000	10,000
BC Hydro - Graffiti Action	0	0	3,000	3,000	0	0	0	0
BC Hydro - PSP Projects	0	0	2,000	2,000	0	0	0	0
	413,348	208,024	5,000	213,024	208,024	208,024	208,024	208,024
Conditional Grants from Other Governments								
>> Provincial Government								
Ministry of Transportation and Highways	700	700	0	700	700	700	700	700
Mature Driver Education	0	0	3,000	3,000	0	0	0	0
BC Hydro -Energy Studies	23,899	0	0	0	0	0	0	0
BC Hydro - Facility Retrofits	25,000	0	0	0	0	0	0	0
YOUTH	0	0	0	0	0	0	0	0
	49,599	700	3,000	3,700	700	700	700	700
>> Local Government								
Rescue 71	15,000	15,000	0	15,000	15,000	15,000	15,000	15,000
Memorial Pool	58,000	60,000	0	60,000	60,000	60,000	60,000	60,000
CVRD Housing Task Force	114,482	61,007	0	61,007	0	0	0	0
CVRD Cycling Task Froce	0	9,152	0	9,152	0	0	0	0
	187,482	145,159	0	145,159	75,000	75,000	75,000	75,000
Transfers from Other Funds and Reserves								
Reserve for Future Expenditures	983,789	1,156,237	0	1,156,237	0	0	0	0
Cemetery Perpetual Care Fund	2,000	3,000	0	3,000	3,000	3,000	3,000	3,000
Traffic Fine Revenue Reserve	359,211	360,000	0	360,000	360,000	338,000	350,000	370,000
Gaming Fund	302,211	320,000	0	320,000	320,000	338,000	350,000	370,000
Reserve Contributions	1,450,000	2,632,000	(197,561)	2,434,439	1,500,000	1,550,000	1,550,000	1,550,000
Sewer Frontage Tax	1,896,000	1,832,708	0	1,832,708	1,832,708	1,851,035	1,869,545	1,888,241
Water Frontage Tax	653,000	679,479	0	679,479	679,479	686,274	693,137	700,068
Prior Years Surplus	451,600	841,600	0	841,600	161,600	51,600	0	0
	6,097,811	7,825,024	(197,561)	7,627,463	4,856,787	4,817,909	4,815,682	4,881,309
TOTAL REVENUES	51,735,104	55,263,283	(192,408)	55,070,875	53,449,345	54,807,114	56,111,621	59,416,269

**City of Courtenay
GENERAL OPERATING FUND
2013 - 2017 FINANCIAL PLAN**

SCHEDULE C

DESC	2012 BUDGET	2013 PROV BUDGET	DIFF	2013 FINAL BUDGET	2014 PROJ BUDGET	2015 PROJ BUDGET	2016 PROJ BUDGET	2017 PROJ BUDGET
EXPENDITURE								
General Government Services								
Legislative	256,500	269,500	0	269,500	275,539	277,374	280,155	282,977
General Administrative	1,956,815	2,375,399	9,653	2,385,051	2,200,521	2,223,475	2,246,101	2,269,062
Other	72,400	45,100	0	45,100	92,600	63,000	88,000	118,000
	2,285,715	2,689,999	9,653	2,699,651	2,568,660	2,563,849	2,614,256	2,670,040
Protective Services								
Police Protection	5,781,200	6,177,728	(2,000)	6,175,728	6,354,163	6,680,214	7,053,435	7,383,977
Fire Protection	1,614,750	1,615,224	7,000	1,622,224	1,636,088	1,659,809	1,679,581	1,704,572
Emergency Measures	52,100	57,100	0	57,100	59,100	64,520	64,944	65,373
Inspections	515,400	505,700	8,000	513,700	514,014	517,792	523,516	529,326
Animal Control/Bylaw Enforcement	138,500	136,850	0	136,850	138,470	139,206	140,322	141,454
	8,101,950	8,492,602	13,000	8,505,602	8,701,835	9,061,541	9,461,798	9,824,701
Transportation Services								
Net Common Services	511,860	516,000	(15,000)	501,000	520,051	522,366	525,259	528,194
>> Road Transport								
Engineering	804,800	920,446	0	920,446	936,157	878,296	914,113	925,091
Roads and Streets	1,686,500	1,726,000	0	1,726,000	1,744,654	1,764,795	1,801,483	1,820,409
Street Lighting	526,000	543,000	0	543,000	551,445	564,015	577,152	595,446
Traffic Services	62,500	62,500	0	62,500	62,500	62,500	62,500	62,500
Parking Control	43,250	45,250	0	45,250	45,690	46,084	46,503	46,927
Air Transport	4,700	4,700	0	4,700	4,700	4,700	4,700	4,700
	3,639,610	3,817,896	(15,000)	3,802,896	3,865,197	3,842,757	3,931,710	3,983,266
Environmental Health Services								
	2,386,575	2,485,451	0	2,485,451	2,637,455	2,796,509	2,959,373	3,031,032
Public Health and Welfare Services								
	331,582	268,557	(3,000)	265,557	211,156	212,794	215,277	217,796
Planning & Development Services								
	519,400	573,950	1,000	574,950	584,570	594,396	601,708	609,129
Recreation and Cultural Services								
>>Administration and Recreation Programs	2,798,800	2,778,950	0	2,778,950	2,820,472	2,867,341	2,895,928	2,924,943
>>Recreation Facilities								
Lewis Centre	152,800	169,600	0	169,600	170,460	171,329	172,206	173,092
Florence Filberg Centre	125,550	116,000	0	116,000	116,420	116,844	117,273	117,705
Linc Youth Centre	34,800	25,800	0	25,800	25,800	25,800	25,800	25,800
Pool and Marina	85,300	81,300	0	81,300	81,580	81,863	82,148	82,437
Parks and Playgrounds	1,978,131	2,032,652	0	2,032,652	2,038,191	2,050,488	2,063,942	2,077,547
Cultural Buildings and Facilities	622,050	598,350	0	598,350	598,840	599,335	599,835	600,340
Requisition - Vanc Isl Reg Libr	921,577	995,030	0	995,030	1,004,980	1,015,030	1,025,180	1,035,432
Other Buildings	52,850	73,500	0	73,500	73,620	73,741	73,864	73,987
	6,771,858	6,871,182	0	6,871,182	6,930,363	7,001,770	7,056,176	7,111,284
Transfer of Taxes Collected for Other Authorities								
School Taxes	11,022,790	11,555,933	0	11,555,933	11,671,492	11,788,207	11,906,089	12,025,150
Regional Hospital District	3,557,704	3,628,858	0	3,628,858	3,665,147	3,701,798	3,738,816	3,776,204
Municipal Finance Authority	935	935	0	935	944	954	963	973
Comox Strathcona Regional District	3,530,406	3,601,014	0	3,601,014	3,637,024	3,673,395	3,710,128	3,747,230
Business Improvement Area	60,000	60,000	0	60,000	60,000	60,000	60,000	60,000
BC Assessment	307,186	313,330	0	313,330	316,463	319,628	322,824	326,052
	18,479,021	19,160,070	0	19,160,070	19,351,071	19,543,981	19,738,821	19,935,609
Fiscal Services								
Principal Repaid	855,377	1,118,616	0	1,118,616	1,118,616	1,229,392	1,132,251	1,852,651
Interest Charges	802,762	943,822	(500)	943,322	943,822	976,822	1,159,085	2,664,085
MFA Debt Reserve Fund	10,000	10,000	0	10,000	10,000	10,000	10,000	10,000
	1,668,139	2,072,438	(500)	2,071,938	2,072,438	2,216,214	2,301,336	4,526,736

**City of Courtenay
GENERAL OPERATING FUND
2013 - 2017 FINANCIAL PLAN**

SCHEDULE C

DESC	2012 BUDGET	2013 PROV BUDGET	DIFF	2013 FINAL BUDGET	2014 PROJ BUDGET	2015 PROJ BUDGET	2016 PROJ BUDGET	2017 PROJ BUDGET
Transfers to Other Governments								
Share of Prov and Fed Grants in Place of Taxes	133,000	129,100	0	129,100	130,391	131,695	133,012	134,342
	133,000	129,100	0	129,100	130,391	131,695	133,012	134,342
Transfers to Reserves and Other Funds								
Reserve for Future Expenditures	0	0	0	0	0	0	0	0
Machinery and Equipment Reserve Fund	555,000	555,000	0	555,000	555,000	565,000	575,000	590,000
Cemetery Perpetual Care Fund	9,000	10,000	0	10,000	10,000	10,000	10,000	10,000
New Works and Equipment Reserve Fund	2,153,848	3,128,024	(166,166)	2,961,858	2,013,024	2,373,299	2,344,474	2,478,026
Public Parking Reserve Fund	8,000	6,000	0	6,000	6,000	6,000	6,000	6,000
General Capital Fund	2,143,407	2,490,828	(31,395)	2,459,433	1,300,000	1,350,000	1,600,000	1,700,000
Water Utility Operating Fund (frontage Tax)	653,000	679,479	0	679,479	679,479	686,274	693,137	700,068
Sewer Operating Fund (frontage tax)	1,896,000	1,832,708	0	1,832,708	1,832,708	1,851,035	1,869,545	1,888,241
	7,418,255	8,702,039	(197,561)	8,504,478	6,396,211	6,841,608	7,098,156	7,372,335
TOTAL EXPENDITURE	51,735,105	55,263,283	(192,409)	55,070,875	53,449,346	54,807,114	56,111,621	59,416,269
INCREASE (DECREASE) IN OPERATING FUND	(1)	(0)	1	0	(0)	(0)	(0)	(0)

**City of Courtenay
WATER OPERATING FUND
2013 - 2017 FINANCIAL PLAN**

SCHEDULE D

DESC	2012 BUDGET	2013 PROV BUDGET	DIFF	2013 FINAL BUDGET	2014 PROJ BUDGET	2015 PROJ BUDGET	2016 PROJ BUDGET	2017 PROJ BUDGET
Percentage Increase - Regional Plant		6.00%		6.00%	4.00%	4.00%	2.00%	2.00%
Percentage Increase - Own Operations		4.00%		4.00%	2.00%	2.00%	2.00%	1.00%
Total		10.00%		10.00%	6.00%	6.00%	4.00%	3.00%
User Fee - Single Family Dwelling	\$ 312	\$ 343		\$ 343	\$ 364	\$ 386	\$ 401	\$ 413
Water Frontage Rate	\$ 1.09	\$ 1.14		\$ 1.14	\$ 1.14	\$ 1.14	\$ 1.14	\$ 1.14
REVENUE								
Frontage Tax Levy	653,000	679,479		679,479	700,984	700,984	700,984	700,984
Sale of Water	4,014,353	4,360,455		4,360,455	4,746,751	5,031,557	5,232,819	5,389,803
Connection charges and rentals	129,500	125,900		125,900	125,900	125,900	125,900	125,900
Miscellaneous	85,800	85,800		85,800	85,800	85,800	85,800	85,800
MFA Earnings	300	300		300	300	300	300	300
From Reserve for Future Expenditure	935,906	599,753		599,753	0	0	0	0
From Water Efficiency Reserve	68,000	25,000		25,000	25,000	25,000	25,000	25,000
From Water Utility Reserve-Meter Replacement	0	150,000		150,000	50,000	50,000	50,000	50,000
From Prior Year Surplus	112,314	740,000		740,000	145,228	60,460	0	0
TOTAL REVENUE	5,999,173	6,766,687		6,766,687	5,879,963	6,080,001	6,220,803	6,377,787
EXPENSE								
Water purchase	2,918,272	3,165,000		3,165,000	3,327,673	3,514,225	3,602,080	3,692,132
Administration costs	229,700	219,500		219,500	224,281	226,454	229,747	233,087
Interfund allocations	775,620	809,200		809,200	815,950	822,768	829,653	836,608
Operation and maintenance	647,500	873,000	(35,000)	838,000	777,450	781,945	786,484	791,069
Debt Interest Charges	28,260	28,260		28,260	28,260	28,260	28,260	28,260
Debt Principle Payments	20,149	20,149		20,149	20,149	20,149	20,149	20,149
Water Efficiency Measures								
: Firehall xeriscape Project	18,000	0		0	0	0	0	0
: Enforcement	10,000	10,000		10,000	10,000	10,000	10,000	10,000
: Commercial Toilet Rebate Program	40,000	15,000		15,000	15,000	15,000	15,000	15,000
To General Operating Fund	75,000	75,000		75,000	75,000	75,000	75,000	75,000
To Water Utility Reserve	24,000	26,200		26,200	26,200	26,200	26,200	26,200
To Water Machinery & Equipment Reserve	30,000	30,000		30,000	30,000	30,000	30,000	30,000
To Water Capital Fund	1,179,002	1,470,378	55,000	1,525,378	500,000	500,000	500,000	525,000
To Carbon Offsets Reserve	2,670	5,000		5,000	5,000	5,000	5,000	5,000
Contingency Reserve	1,000	20,000	(20,000)	0	25,000	25,000	63,230	90,282
	5,999,173	6,766,687	0	6,766,687	5,879,963	6,080,001	6,220,803	6,377,787
INCREASE (DECREASE) IN WATER FUND	0	0	0	0	0	0	0	0

**City of Courtenay
SEWER OPERATING FUND
PROPOSED 2013 - 2017 FINANCIAL PLAN**

SCHEDULE E

DESC	2012 BUDGET	2013 PROV BUDGET	DIFF	2013 FINAL BUDGET	2014 PROJ BUDGET	2015 PROJ BUDGET	2016 PROJ BUDGET	2017 PROJ BUDGET
Percentage increase - Regional Plant		15.00%		<u>15.00%</u>	11.00%	11.00%	10.50%	10.25%
Percentage increase - Own Operations		<u>5.00%</u>		<u>5.00%</u>	<u>4.00%</u>	<u>4.00%</u>	<u>4.50%</u>	<u>1.75%</u>
Total		<u>20.00%</u>		<u>20.00%</u>	<u>15.00%</u>	<u>15.00%</u>	<u>15.00%</u>	<u>12.00%</u>
User Fee - Single Family Dwelling)	\$ 162	\$ 195		<u>\$ 195</u>	<u>\$ 224</u>	<u>\$ 257</u>	<u>\$ 296</u>	<u>\$ 332</u>
REVENUE								
Frontage Tax Levy	1,896,000	1,832,708		1,832,708	1,841,872	1,851,081	1,860,336	1,869,638
Sale of Services	2,263,455	2,702,234		2,702,234	3,112,356	3,576,315	4,109,869	4,600,738
Connection charges and rentals	60,000	36,000		36,000	36,000	36,000	36,000	36,000
Interest earnings	500	225		225	225	225	225	225
Provincial facilities assistance grant	0	0		0	0	0	0	0
Other local government transfers	0	0		0	0	0	0	0
MFA Earnings	1,500	1,500		1,500	1,500	1,500	1,500	1,500
From Reserve for Future Expenditure	700,612	917,040		917,040	0	0	0	0
From Sewer Capital Fund	0	0		0	0	0	0	0
From Sewer Reserve Fund	109,145	50,000		50,000	50,000	40,000	35,000	30,000
From Prior Year Surplus	770,000	350,000		412,073	301,563	183,256	31,164	0
TOTAL REVENUE	5,801,211	5,889,707		5,951,780	5,343,516	5,688,377	6,074,094	6,538,101
EXPENSE								
CVRD requisition - regional sewer costs	2,224,950	2,457,727		216,000	2,752,937	3,083,224	3,453,147	3,867,551
Administration costs	234,500	216,000		669,415	221,680	223,807	227,029	230,300
Interfund allocations	594,215	669,415		695,600	676,110	682,870	689,699	696,596
Operation and maintenance	617,000	695,600		2,457,727	699,250	704,937	710,680	716,480
Debt Interest Charges	144,547	144,547		144,547	144,547	144,547	144,547	144,547
Debt Principle Payments	75,242	75,242		75,242	75,242	75,242	75,242	75,242
To General Operating Fund	50,000	50,000		50,000	50,000	50,000	50,000	50,000
To Sewer Machinery & Equipment Reserve	75,000	75,000		75,000	75,000	75,000	75,000	75,000
To Sewer Connection Reserve	40,000	20,000		20,000	20,000	20,000	20,000	20,000
To Reserve for Future Expenditure	0	0		0	0	0	0	0
To Sewer Capital Fund	1,741,921	1,463,834		1,544,501	600,000	600,000	600,000	600,000
To Carbon Offsets Reserve	2,670	3,750		3,750	3,750	3,750	3,750	3,750
Contingency Reserve	1,166	18,592		0	25,000	25,000	25,000	58,635
	5,801,211	5,889,707		5,951,782	5,343,516	5,688,377	6,074,094	6,538,101
INCREASE (DECREASE) IN SEWER FUND	0	0		(2)	0	0	0	0

SUMMARY OF 2013 GENERAL CAPITAL FUND EXPENDITURES

CITY OF COURTENAY	2013		2013		BUDGETED SOURCE OF FUNDS									
	PAGE#	PROV BUDGET	DIFF	FINAL BUDGET	GENERAL REVENUE	RESERVE FUNDS AMOUNT	RESERVE FUNDS NAME	RESERVE FOR F.E.	GOVT GRANT	DCC RSV AMOUNT	CONTRIB	PRIOR YR UNEXPENDED	OTHER REVENUE AMOUNT	OTHER REVENUE NAME
CORPORATE SERVICES														
Corp Services	A-1	30,000	-	30,000	0			30,000						
IT & Office Equip	A-2	467,000	(4,000)	463,000	61,000	392,000	NW-IT Reserve	10,000						
Fire & Rescue	A-3	425,000	-	425,000	0	425,000	M&E-Fire							
TOTAL CORPORATE SERVICE		922,000	(4,000)	918,000	61,000	817,000		40,000	0	0	0	0	0	0
COMMUNITY SERVICES														
Parks	C 1	278,874	-	278,874	103,202			100,833		74,839				
Partners in Parks	C 2	70,000	-	70,000	31,900			8,100			30,000			
Parks Equipment	C 3	20,000	-	20,000	0			20,000						
Walkways/Bikeways	C 4	125,000	-	125,000	1,250	75,000	NW-CWF			23,750	25,000			
Recreation Equip	C 5	0	-	0	0								168,137	CVRD
Cemetery	C 6	168,137	-	168,137	0								168,137	CVRD
TOTAL COMMUNITY SERVICE		662,011	-	662,011	136,352	75,000		128,933	0	98,589	55,000	0	168,137	0
PROPERTY SERVICES														
Prop Mgt Equip	D 1	10,000	-	10,000	10,000									
City Hall	D 2	10,000	-	10,000	0			10,000						
Firehall	D 3	101,800	-	101,800	6,000			95,800						
Filberg Center	D 4	200,000	-	200,000	30,000			100,000						
Lewis Center	D 5	3,915,304	410,626	4,325,930	0	1,200,000	NW-CWF	50,391			3,035,539	BL 2680		
Outdoor Pool	D 6	42,000	-	42,000	0	40,000	NW-Cap Bldg						42,000	CVRD
Sid Wms Theatre	D 7	80,000	5,500	85,500	35,000	40,500	NW-Theatre Eq	10,000						
Library Building	D 8	90,000	-	90,000	0	50,000	NW-Cap Bldg	40,000						
Marina Building	D 9	45,000	-	45,000	20,000			25,000						
Arts Centre	D 10	15,000	-	15,000	0			15,000						
Museum	D 11	130,000	-	130,000	103,663			26,337						
Native Sons Hall	D 12	50,050	-	50,050	25,050							25,000	BL 2538	
Youth Building	D 13	10,000	-	10,000	0			10,000						
Parks Buildings	D 14	161,856	-	161,856	109,587			2,269			50,000			
Public Works	D 15	0	-	0	0									
Police Services	D 16	0	-	0	0									
Capentry Shop	D 17	0	-	0	0									
Capital Properties	D 18	23,000	-	23,000	23,000									

SUMMARY OF 2013 GENERAL CAPITAL FUND EXPENDITURES

CITY OF COURTENAY	2013 PROV BUDGET	2013 FINAL BUDGET	PAGE#	DIFF	BUDGETED SOURCE OF FUNDS										
					GENERAL REVENUE	RESERVE FUNDS AMOUNT	RESERVE FUNDS NAME	RESERVE FOR F.E.	GOVT GRANT	DCC RSV AMOUNT	CONTRIB	PRIOR YR UNEXPENDED	OTHER REVENUE AMOUNT	OTHER REVENUE NAME	
TOTAL PROPERTY SERVICES	4,884,010	5,300,136		416,126	362,300	1,400,500		384,797	0	0	50,000	3,060,539	0	42,000	0
OPERATIONAL SERVICES															
Curb, Gutter, Sidewalk	O 1	630,613	737,613	107,000	70,090	8,111	NW-Roads	61,239		94,439	26,046	477,688	BL 2681/2539		
Retaining Wall	O 2	0	0	-	0										
Storm Drainage	O 3	1,040,281	1,040,281	-	187,756			311,783	344,769	73,625		122,348	BL 2681/2539		
Public Works Yard	O 4	90,000	90,000	-	35,681			54,319							
Airpark	O 5	0	0	-	0										
Major Road	O 6	3,737,434	1,287,434	(2,450,000)	162,966	44,683	CWF & Rd Rsv	92,533		537,151	382,876	67,225	BL 2681		
Street Reconstruction	O 7	687,400	687,400	-	50,257	22,286		4,145		151,383		262,500	BL 2539		
												137,250	BL 2226		
Roads Paving	O 8	1,149,000	1,149,000	-	99,730			43,674		130,625		59,579	CAP UNEXPENDED		
Traffic Projects	O 9	771,040	771,040	-	137,064	114,375	NW - Traffic Fine	34,814	50,000	106,991	152,500	21,256	BL 2681		
						100,000	NW-Gas Tax					29,946	CAP UNEXPENDED		
						24,094	Gaming Funds								
TOTAL OPERATIONAL SERVI		8,105,768	5,762,768	(2,343,000)	743,544	313,549		602,507	394,769	1,094,214	561,422	1,927,763	0	125,000	Wtr/Swr
FLEET MANAGEMENT															
Fleet Summary	F 1	385,000	385,000	-	0	385,000	M & E								
TOTAL FLEET		385,000	385,000	-	0	385,000		0	0	0	0	0	0	0	0
TOTAL 2013		14,958,789	13,027,915	(1,930,874)	1,303,196	2,991,049		1,156,237	394,769	1,192,803	666,422	4,988,302	0	335,137	0

**CORPORATE SERVICES
2013 - 2017 FINANCIAL PLAN**

PAGE A-1

PROJECT #	DESCRIPTION OF WORK	GL ACCT #	2013 FINAL	PROPOSED SOURCE OF FUNDS								TOTAL			
				GENERAL REVENUE	RESERVE FUNDS		RESERVE FOR F.E.	DCC RESERVE		OTHER REVENUE					
					AMOUNT	AMOUNT		NAME	AMOUNT	NAME	AMOUNT		NAME		
2013	Small Land acquisition (SRW'S)	010-20-6-230-2300-70001	30,000	-			30,000								30,000
			30,000	-	-		30,000	-							30,000
2014	Small Land acquisition (SRW'S)	010-20-6-230-2300-70001	30,000	-			30,000								30,000
			30,000	-	-		30,000	-							30,000
2015	Small Land acquisition (SRW'S)	010-20-6-230-2300-70001	30,000	-			30,000								30,000
			30,000	-	-		30,000	-							30,000
2016	Small Land acquisition (SRW'S)	010-20-6-230-2300-70001	30,000	-			30,000								30,000
			30,000	-	-		30,000	-							30,000
2017	Small Land acquisition (SRW'S)	010-20-6-230-2300-70001	30,000	-			30,000								30,000
			30,000	-	-		30,000	-							30,000

**MANAGEMENT INFORMATION SYSTEMS (MIS)
5 YEAR CAPITAL PLAN - 2013 - 2017**

2013	DESCRIPTION OF WORK	GL ACCT #	2013 PROV	DIFF	2013 FINAL	GENERAL REVENUE	RESERVE FUNDS		RESERVE FOR F.E.	OTHER REVENUE NAME	TOTAL
							RESERVE AMOUNT	NAME			
	GIS mapping	010-20-6-230-2330-80159	10,000		10,000	-			10,000		10,000
	Website re-design	010-20-6-230-2330-80164	80,000		80,000	-	80,000	NW-OFF EQP			80,000
	Election machines	010-20-6-230-2330-80195	22,000		22,000	-	22,000				22,000
	Server replacement	010-20-6-230-2330-80185	35,000		35,000	-	35,000				35,000
	Document Management	010-20-6-230-2330-80187	25,000		25,000	-	25,000				25,000
	PC Replacement Plan	010-20-6-230-2330-80152	52,000		52,000	-	52,000				52,000
	replicators/tablets	010-20-6-230-2330-80172	15,000		15,000	-	15,000				15,000
	Fibre	010-20-6-230-2330-80193	58,000		58,000	-	58,000				58,000
	Network Upgrades	010-20-6-230-2330-80163	10,000		10,000	-	10,000				10,000
	Off site Backup	010-20-6-230-2330-80190	5,000		5,000	-	5,000				5,000
	New ERP modules	010-20-6-230-2330-80192	30,000		30,000	-	30,000				30,000
	Database Conversions	010-20-6-230-2330-80196	15,000		15,000	-	15,000				15,000
	Large format Plotter	010-20-6-230-2330-80197	20,000		20,000	-	20,000				20,000
	VOIP - Phase 1	010-20-6-230-2330-80198	30,000		30,000	30,000					30,000
	Webcast system - Council Cham	010-20-6-230-2330-80199	10,000	(4,000)	6,000	6,000					6,000
	Multi Function Device - PW		7,500		7,500	-	7,500				7,500
	Multi Function Device - Firehall	010-20-6-230-2330-80175	7,500		7,500	-	7,500				7,500
	Multi Function Device - Lewis		10,000		10,000	-	10,000				10,000
	Generator	010-20-6-230-2330-80200	25,000		25,000	25,000					25,000
			467,000	(4,000)	463,000	61,000	392,000		10,000		463,000
	Server replacement		35,000			-	35,000				35,000
	Document Management		25,000			-	25,000				25,000
	PC Replacement Plan		52,000			-	52,000				52,000
	replicators/tablets		15,000			-	15,000				15,000
	PEN Test		25,000			-	25,000				25,000
	Network Upgrades	010-20-6-230-2330-80184	10,000			-	10,000				10,000
	Off site Backup		5,000			-	5,000				5,000
	Database Conversions		15,000			-	15,000				15,000
	New ERP modules		30,000			-	30,000				30,000
	Multi Functon Device - Filberg	070-20-6-400-4010-84054	15,000			-	15,000				15,000
	Multi Functon Device - Eng	030-20-6-310-3110-81401	10,000			-	10,000				10,000
			237,000			-	237,000				237,000
	Server replacement	010-20-6-230-2330-80185	35,000			-	35,000				35,000

MANAGEMENT INFORMATION SYSTEMS (MIS)
5 YEAR CAPITAL PLAN - 2013 - 2017

DESCRIPTION OF WORK	GL ACCT #	2013 PROV	DIFF	2013 FINAL	GENERAL REVENUE	RESERVE FUNDS		RESERVE FOR F.E.	OTHER REVENUE NAME	TOTAL
						AMOUNT	NAME			
Website Redesign		80,000			-	80,000				80,000
Network Upgrades		10,000			-	10,000				10,000
PC Replacement Plan		52,000			-	52,000				52,000
laptops/port		15,000			-	15,000				15,000
Off site Backup		5,000			-	5,000				5,000
Database Conversions		15,000			-	15,000				15,000
New ERP modules		30,000			-	30,000				30,000
Class Upgrade		20,000			-	20,000				20,000
Large format scanjet		20,000			-	20,000				20,000
Copier Admin/Finance		30,000			-	30,000				30,000
		312,000			-	312,000				312,000
2016 Server replacement	010-20-6-230-2330-80185	35,000			-	35,000				35,000
Network Upgrades		10,000			-	10,000				10,000
PC Replacement Plan		52,000			-	52,000				52,000
laptops/port		15,000			-	15,000				15,000
Off site Backup		5,000			-	5,000				5,000
Database Conversions		15,000			-	15,000				15,000
New ERP modules		30,000			-	30,000				30,000
Cemetery Software		25,000			-	25,000				25,000
Copier Provision		10,000			-	10,000				10,000
		197,000			-	197,000				197,000
2017 Server replacement	010-20-6-230-2330-80185	35,000			-	35,000				35,000
Network Upgrades		10,000			-	10,000				10,000
PC Replacement Plan		52,000			-	52,000				52,000
laptops/port		15,000			-	15,000				15,000
Off site Backup		5,000			-	5,000				5,000
Database Conversions		15,000			-	15,000				15,000
New ERP modules		30,000			-	30,000				30,000
Copier Provision		15,000			-	15,000				15,000
		177,000			-	177,000				177,000

LOCATION PROJECT #	DESCRIPTION OF WORK	GL ACCT #	2013 FINAL	BUDGETED SOURCE OF FUNDS			TOTAL
				GENERAL REVENUE	RESERVE FUNDS AMOUNT	NAME	
2013	Replace 2006 F250	020-20-6-260-2640-97010	60,000	-	60,000	M&E - FIRE	60,000
	Replace Rescue 71	020-20-6-260-2640-97011	365,000	-	365,000		365,000
			425,000	-	425,000		425,000
2014	Rescue Tools		55,000		55,000	M&E - FIRE	55,000
			55,000		55,000		55,000
2015	pumper rescue truck		650,000		650,000	M&E - FIRE	650,000
	Van -St 2		55,000		55,000		55,000
			705,000	-	705,000		705,000
2016	Replace Chev C18		60,000		60,000		60,000
			60,000	-	60,000		60,000
2017	Replace Chev C10		60,000		60,000		60,000
			60,000	-	60,000		60,000

PARKS

5 YEAR CAPITAL PLAN 2013 - 2017

LOCATION PROJECT #	PROJECT #	GL ACCT #	2013 FINAL	GENERAL REVENUE	RESERVE FUNDS			RESERVE			DCC RESERVE			OTHER REVENUE		TOTAL
					AMOUNT	NAME	FOR F.E.	AMOUNT	NAME	AMOUNT	NAME	AMOUNT	NAME			
														AMOUNT	NAME	
2013																
	PT1	Tree Program- NEW trees ONLY	15,000	-			4,313		10,687	pk 71.25						15,000
		Greenways - paved upgrades	31,000	-			27,411		3,589	pk23.75						31,000
		McPhee Property	22,874	-			22,874									22,874
	PN22	Sandwick property	35,000	-			18,375		16,625	pk47.5						35,000
	PN13	Woodcote Park	30,000	15,750					14,250	pk47.5						30,000
	PN12	Martin Park	30,000	15,750					14,250	pk47.5						30,000
	PN17	Hobson Playground	30,000	22,875					7,125	pk24.8						30,000
	NP	South Courtenay park phase 1	35,000	26,688					8,313	pk23.75						35,000
		Lewis Centre Landscaping	50,000	22,140			27,860									50,000
			278,874	103,203			100,833		74,839							278,874
2014																
		Play Fields/Courts	75,000	75,000												75,000
	NP	South Courtenay park phase 2	75,000	57,188					17,813	pk23.75						75,000
	PT1	Tree Program- NEW trees ONLY	15,000	4,313					10,688	pk 71.25						15,000
		Greenways - paved upgrades	20,000	15,250					4,750	pk23.75						20,000
	PN3	Hawk Park	15,000	7,875					7,125	pk47.5						15,000
	PC7	puntledge phase 1	50,000	50,000					3,563	pk23.75						53,563
			250,000	209,625					43,938							253,563
2015																
		greenways paved upgrades	40,000	30,500					9,500	pk23.75						40,000
	PT1	tree program- new trees only	15,000	4,313					10,688	pk71.25						15,000
	NP	south courtenay phase 3	75,000	71,438					3,563	pk23.75						75,000
		play fields /courts	75,000	75,000												75,000
	PC7	puntledge phase 2	50,000	32,188					17,813	pk23.75						50,000
			255,000	213,438					41,563							255,000
2016																
		greenways paved upgrades	30,000	30,000												30,000
	PT1	tree program -new trees	15,000	4,313					10,688	pk71.25						15,000
	NP	south courtenay -phase 4 phase 4	100,000	96,438					3,563	pk23.75						100,000
	PN1	sunrise park	40,000	32,875					7,125	pk47.5						40,000
	PN26	maple park	40,000	32,875					7,125	pk47.5						40,000
			225,000	196,500					28,500							225,000

LOCATION PROJECT #	DESCRIPTION OF WORK	GL ACCT #	2013 FINAL	RESERVE FUNDS				BUDGETED SOURCE OF FUNDS				TOTAL
				GENERAL REVENUE	RESERVE AMOUNT	NAME	RESERVE FOR F.E.	DCC RESERVE AMOUNT	OTHER REVENUE AMOUNT	NAME		
2013	mural project - phase 2	070-20-6-410-4110-94523	30,000	11,900			8,100			10,000	business	30,000
	bill moore electrical	070-20-6-410-4110-94521	20,000	10,000						10,000	baseball	20,000
	slo-pitch field upgrades	070-20-6-410-4110-94522	20,000	10,000						10,000	slo pitch	20,000
			70,000	31,900	-	-	8,100	-	-	30,000	-	70,000
2014	mural project - phase 3		30,000	20,000						10,000	business	30,000
	football- bill moore expansion		100,000	20,000						80,000	football	100,000
	Millard Beach Access design		15,000	15,000								100,000
	Millard Beach Access construct		25,000	25,000								100,000
	viewing station- sandpiper		20,000	10,000						10,000	sunrise rotary	20,000
			190,000	90,000	-	-	-	-	-	100,000	-	350,000
2015	mural project phase 4		30,000	15,000						15,000	business	30,000
			30,000	15,000	-	-	-	-	-	15,000	-	30,000
2016	mural project		30,000	10,000						20,000	business	30,000
			30,000	10,000	-	-	-	-	-	20,000	-	30,000
2017												

**PARKS EQUIPMENT
5 YEAR CAPITAL PLAN -2013 - 2017**

	DESCRIPTION OF WORK	GL ACCT #	2013 FINAL	GENERAL REVENUE	SOURCE OF FUNDS				OTHER REVENUE		TOTAL	
					RESERVE FUNDS		RESERVE FOR F.E.	DCC RESERVE		AMOUNT		NAME
					AMOUNT	NAME	AMOUNT	AMOUNT	NAME	AMOUNT		
2013												
	small equipment > \$5,000	070-20-6-410-4110-84500	20,000	-			20,000				20,000	
			20,000	-			20,000				20,000	
2014												
	small equipment > \$5,000	070-20-6-410-4110-84500	20,000	20,000							20,000	
			20,000	20,000	0	0	0	0	0	0	20,000	
2015												
	small equipment > \$5,000	070-20-6-410-4110-84500	20,000	20,000							20,000	
			20,000	20,000	-	-	-	-	-	-	20,000	
2016												
	small equipment > \$5,000	070-20-6-410-4110-84500	20,000	20,000							20,000	
			20,000	20,000	-	-	-	-	-	-	20,000	
2017												
	small equipment > \$5,000	070-20-6-410-4110-84500	20,000	20,000							20,000	
			20,000	20,000	-	-	-	-	-	-	20,000	

WALKWAYS & BIKEWAYS

5 YEAR CAPITAL PLAN 2013- 2017

Project Number	DESCRIPTION OF WORK	DETAIL	GL ACCT #	2012 FINAL	GENERAL REVENUE	RESERVE FUNDS		RESERVE FOR F.E.	DCC RESERVE		OTHER REVENUE		TOTAL
						AMOUNT	NAME		AMOUNT	%	AMOUNT	NAME	
2013	rails to trails/cycling phase 3	17TH - 21ST	070-20-6-410-4110-95000	125,000	1,250	75,000	NW-CWF	-	23,750	pk23.75	25,000	CTNY ROTARY	125,000
				125,000	1,250	75,000	-	-	23,750	-	25,000	-	125,000
2014	rails to trails/cycling phase 4	21ST-26TH		125,000	26,250	75,000	NW-CWF	-	23,750	pk23.75	-	-	100,000
				125,000	26,250	75,000	-	-	23,750	-	-	-	100,000
2015	rails to trails/cycling phase 5	26TH - 31ST		125,000	20,313	75,000	NW-CWF	-	29,688	pk23.75	-	-	125,000
				125,000	20,313	75,000	-	-	29,688	-	-	-	125,000
2016	rails to trails phase 6	31ST TO FRASER RD		125,000									
2017													

**RECREATION EQUIPMENT
5 YEAR CAPITAL PLAN - 2013 - 2017**

LOCATION PROJECT #	DESCRIPTION OF WORK	GL ACCT #	2013 FINAL	GENERAL REVENUE	SOURCE OF FUNDS						TOTAL	
					RESERVE FUNDS		RESERVE FOR F.E.	DCC RESERVE		OTHER REVENUE		
					AMOUNT	NAME		AMOUNT	NAME	AMOUNT		NAME
2013	Facility equipment-Lewis	070-20-6-400-4000-84001	-	-								
	Facility equipment-Filberg	070-20-6-400-4010-84050	-	-								
	Total		-	-								
2014	Facility equipment-Lewis	070-20-6-400-4000-84001	15,000	-	15,000	NW-Recr Equip.					15,000	
	Facility equipment-Filberg	070-20-6-400-4010-84050	15,000	-	15,000	NW-Recr Equip.					15,000	
	Total		30,000	-	30,000	-					30,000	
2015	Facility equipment-Lewis	070-20-6-400-4000-84001	15,000	-	15,000	NW-Recr Equip.					15,000	
	Facility equipment-Filberg	070-20-6-400-4010-84050	15,000	-	15,000	NW-Recr Equip.					15,000	
	Total		30,000	-	30,000	-					30,000	
2016	Facility equipment-Lewis	070-20-6-400-4000-84001	15,000	-	15,000	NW-Recr Equip.					15,000	
	Facility equipment-Filberg	070-20-6-400-4010-84050	15,000	-	15,000	NW-Recr Equip.					15,000	
	Total		30,000	-	30,000	-					30,000	
2017	Facility equipment-Lewis	070-20-6-400-4000-84001	15,000	-	15,000	NW-Recr Equip.					15,000	
	Facility equipment-Filberg	070-20-6-400-4010-84050	15,000	-	15,000	NW-Recr Equip.					15,000	
	Total		30,000	-	30,000	-					30,000	

CEMETERY
5 YEAR CAPITAL PLAN - 2013 - 2017

YEAR	DESCRIPTION OF WORK	GL ACCOUNT #	BUDGETED SOURCE OF FUNDS										TOTAL
			GENERAL REVENUE	RESERVE FUNDS		RESERVE FOR F.E.	DCC RESERVE		OTHER REVENUE		NAME		
				AMOUNT	NAME		AMOUNT	NAME	AMOUNT	NAME			
2013	General Work	050-20-6-360-0000-83501	-									13,530	13,530
	Niche Area - 2012 cf	050-20-6-360-0000-83506	-									10,607	10,607
	Niche Area Develop - new	050-20-6-360-0000-83506	-									10,000	10,000
	Irrigation	050-20-6-360-0000-83510	-									20,000	20,000
	Fencing	050-20-6-360-0000-83517	-									75,000	75,000
	Infant / Childrens Section	050-20-6-360-0000-83518	-									24,000	24,000
	Facelift for Shed Building	050-20-6-360-0000-83519	-									15,000	15,000
			-									168,137	168,137
2014	Niche Area Development		-									50,000	50,000
	Irrigation		-									7,500	7,500
	General Work		-									7,500	7,500
	Fencing		-									30,000	30,000
	Hedging		-									5,000	5,000
	Lawn Crypts		-									15,000	15,000
	Infant/Children's Section		-									30,000	30,000
	Upright Marker Section		-									2,000	2,000
	New Garbage Receptacles		-									3,000	3,000
	Level, seed & irrigate future sections		-									8,000	8,000
			-									158,000	158,000
2015	Niche Area Development		-									10,000	10,000
	Irrigation		-									7,500	7,500
	General Work		-									7,500	7,500
	Entrance Upgrade		-									20,000	20,000
	Hedging		-									5,000	5,000
	Lawn Crypts		-									20,000	20,000
	Infant/Children's Section		-									25,000	25,000
	Redo Corner Gardens		-									15,000	15,000
	New Garbage Receptacles		-									5,000	5,000
			-									115,000	115,000
2016	Niche Area Development		-									50,000	50,000
	Irrigation		-									7,500	7,500
	General Work		-									7,500	7,500
	Lawn Crypts		-									20,000	20,000
			-									85,000	85,000
2017	Niche Area Development		-									10,000	10,000
	Irrigation		-									12,500	12,500
	General Work		-									12,500	12,500
	Lawn Crypts		-									25,000	25,000
			-									60,000	60,000

DIVISION - PROPERTY MANAGEMENT - EQUIPMENT
 FIVE YEAR FINANCIAL PLAN 2013- 2017

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LOCATION PROJECT #	WORK	GL ACCT #	2013 FINAL	SOURCE OF FUNDS												
				GENERAL REVENUE		RESERVE FUNDS	RESERVE FOR F.E.	DCC RESERVE		OTHER REVENUE						
				AMOUNT	NAME			AMOUNT	NAME	AMOUNT	NAME	TOTAL				
2013	Interior lift	020-20-2-280-2810-81007	10,000	10,000												10,000
			10,000	10,000												10,000
2014																
2015																
2016																
2017																

LOCATION PROJECT #	DESCRIPTION OF WORK	GL ACCT #	2013 FINAL	GENERAL REVENUE	RESERVE FUNDS				RESERVE FOR F.E.	DCC RESERVE		OTHER REVENUE		TOTAL
					RESERVE FUNDS		DCC RESERVE			OTHER REVENUE				
					AMOUNT	NAME	AMOUNT	NAME		AMOUNT	NAME			
2013	HVAC Replacement	010-20-6-230-2340-75556	10,000	-				10,000					10,000	
	Total 2013		10,000	-				10,000					10,000	
2014	New Phone System		30,000	30,000									30,000	
	Total 2014		30,000	30,000									30,000	
2015	HVAC Replacement		80,000	-	80,000	NW-CAP BLDG							80,000	
	Roof Replacement		100,000	-	100,000	NW-CAP BLDG							100,000	
	Total 2015		180,000	-	180,000								180,000	
2016														
2017														
	Council Room Addition/expansion		375,000	-								375,000	ST Debt	375,000

**FIREHALL
FIVE YEAR FINANCIAL PLAN 2013- 2017**

LOCATION PROJECT #	DESCRIPTION OF WORK	GL ACCT #	2013 PROV	DIFF	2013 FINAL	GENERAL REVENUE	SOURCE OF FUNDS												
							RESERVE FUNDS		RESERVE FOR F.E.	DCC RESERVE		OTHER REVENUE							
							AMOUNT	NAME		AMOUNT	NAME	AMOUNT	NAME						
2013																			
	Kitchen Renovation & App	020-20-6-260-2620-75701	61,000	2,000	63,000	6,000			57,000										6,000
	East Cty Firehall/training site-concept design	020-20-6-260-2620-75700	40,800	(2,000)	38,800	-			38,800										116,400
	TOTAL 2013		101,800	-	101,800	6,000			95,800										122,400
2014																			
	Replace Phone System	Firehall No 1	15,000		15,000	15,000													15,000
	East Satellite Fire Hall/Trai	DESIGN	400,000		400,000	-													400,000
	Fire Training Centre	CONSTRUCT	700,000		700,000	-													700,000
	East Satellite Fire Hall	CONSTRUCT	6,800,000		6,800,000	-													6,800,000
			7,915,000		7,915,000	-			-										7,900,000
2015																			
2016																			
2017																			

**FILBERG CENTER
FIVE YEAR FINANCIAL PLAN 2013-2017**

LOCATION PROJECT #	DESCRIPTION OF WORK	GL ACCT #	2013 FINAL	SOURCE OF FUNDS						TOTAL	
				GENERAL REVENUE	RESERVE FUNDS		RESERVE FOR F.E.	DCC RESERVE			OTHER REVENUE
					AMOUNT	NAME		AMOUNT	NAME		
2013											
	Lower Kitchen - cabinets	070-20-6-400-4010-79055	5,000	5,000							5,000
	Upper level doors - main hall & automatic	070-20-6-400-4010-79060	20,000	-		20,000					20,000
	Upper flooring Replacement	070-20-6-400-4010-79056	30,000	20,000		10,000					30,000
	Staff Shower Facility	070-20-6-400-4010-79057	10,000	-		10,000					10,000
	design enclose Balcony Exterior Filberg + upper and lower vestibule	070-20-6-400-4010-79058	15,000	5,000		10,000					15,000
	Conference Hall Divider-Replace old divider	070-20-6-400-4010-79059	50,000	-		50,000					50,000
	Install vestibule lower level to address heat loss issue phase 1 of 2	070-20-6-400-4010-79061	70,000	-	70,000	NW - Cap Bldg					70,000
	Total 2013		200,000	30,000	70,000	100,000					200,000
2014											
	Enclose Balcony Exterior Filberg		150,000	150,000							150,000
	Install vestibule upper level to address heat loss issue phase 2 of 2	070-20-6-400-4010-79060	40,000	40,000							40,000
	Acoustical Panels - Upper Hall/Evergreen/Rotary Hall	070-20-6-400-4010-79054	30,000	30,000							30,000
	Total 2014		220,000	220,000							220,000
2015											
	New Phone System		15,000	15,000							15,000
	Total 2015		15,000	15,000							15,000
2016											
2017											

**LEWIS CENTRE
FIVE YEAR FINANCIAL PLAN 2013 - 2017**

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LOCATION PROJECT #	DESCRIPTION OF WORK	DETAIL	GL ACCT #	2013 PROV	DIFF	2013 FINAL	GENERAL REVENUE	SOURCE OF FUNDS				OTHER REVENUE		TOTAL	
								RESERVE FUNDS		RESERVE FOR F.E.	DCC RESERVE		AMOUNT		NAME
								AMOUNT	NAME		AMOUNT	NAME			
2013	Lewis Centre Upgrade	Roof Replacement 2 sections - per consultant report	070-20-6-400-4000-79001	100,000		100,000	-	40,000	NW - CAP BLDG	50,391			9,609	BYLAW 2680	100,000
		Lewis Centre Expansion	070-20-6-400-4000-79003	3,685,304	410,626	4,095,930	-	1,200,000	NW - CWF				2,895,930	BYLAW 2680	4,095,930
		Network Fibre line	070-20-6-400-4000-79005	130,000		130,000	-						130,000	BYLAW 2680	130,000
	Total 2013			3,915,304	410,626	4,325,930	-	1,240,000		50,391			3,035,539		4,325,930
2014	New Phone System	Per IT Services		20,000			20,000								
	Install Sound Baffles	Sound baffles - multipurpose room	070-20-6-400-4000-79007	10,000			10,000								
	Total 2014			20,000			20,000								20,000
2015															
2016															
2017															

MEMORIAL POOL

FIVE YEAR FINANCIAL PLAN 2013 - 2017

LOCATION PROJECT #	DESCRIPTION OF WORK	GL ACCT #	2013 PROV	GENERAL REVENUE	SOURCE OF FUNDS						TOTAL	
					RESERVE FUNDS		RESERVE FOR F.E.	DCC RESERVE		OTHER REVENUE		
					AMOUNT	NAME		AMOUNT	NAME	AMOUNT		NAME
2013	Electrical Upgrade to 200 amp	070-20-6-400-4030-79165	5,000	-						5,000	5,000	
	Water Tank replacement	070-20-6-400-4030-84164	3,000	-						3,000	3,000	
	New solar blankets	070-20-6-400-4030-84166	12,000	-						12,000	12,000	
	Consulting and Design Pool Changerooms and Pool Condition Assessment	070-20-6-400-4030-84171	15,000	-						15,000	15,000	
	Assessible Pool Lift	070-20-6-400-4030-84172	7,000	-						7,000	7,000	
	TOTAL 2013		42,000	-						42,000	42,000	
2014	Estimated Equipment		15,000	-						15,000	15,000	
	Estimated Building repair		15,000	-						15,000	15,000	
	TOTAL 2014		30,000	-						30,000	30,000	
2015	Estimated Equipment		15,000	-						15,000	15,000	
	Estimated Building repair		15,000	-						15,000	15,000	
	Changeroom Addition & Renovation - Pool Infrastructure Upgrade		150,000	-						150,000	150,000	
	TOTAL 2015		180,000	-						180,000	180,000	
2016	Estimated Equipment		15,000	-						15,000	15,000	
	Estimated Building repair		15,000	-						15,000	15,000	
	TOTAL 2016		30,000	-						30,000	30,000	
2017	Estimated Equipment		15,000	-						15,000	15,000	
	Estimated Building repair		15,000	-						15,000	15,000	
	TOTAL 2017		30,000	-						30,000	30,000	

**SID WILLIAMS THEATRE
FIVE YEAR FINANCIAL PLAN 2013 - 2017**

LOCATION PROJECT #	DESCRIPTION OF WORK	GL ACCT #	2013 PROV	DIFF	2013 FINAL	GENERAL REVENUE	SOURCE OF FUNDS				OTHER REVENUE		TOTAL	
							RESERVE AMOUNT	NAME	RESERVE FOR F.E.	AMOUNT	NAME	AMOUNT		
														RESERVE AMOUNT
2013														
	Sound/light system upgrade	070-20-6-450-4500-84603	20,000	3,000	23,000	-	23,000	NW- THEATRE EQUIP						23,000
	Computer Equipment		-	17,500	17,500	-	17,500	NW- THEATRE EQUIP						-
	Mobile hydraulic life - stage	070-20-6-450-4500-84603	10,000	(10,000)	-	-	-							-
	Divider Curtain		5,000	(5,000)	-	-	-							-
	Replace hvac unit contingency	070-20-6-450-4500-79605	10,000	-	10,000	-	-		10,000					10,000
	South Lobby Divider (includes structural) includes structural engineer fees structural work to support divider wall	070-20-6-450-4500-79608	20,000	-	20,000	20,000	-							20,000
	Replace store front glass doors/windows plaza entrance	070-20-6-450-4500-79609	15,000	-	15,000	15,000	-							15,000
	TOTAL 2013		80,000	5,500	85,500	35,000	40,500		10,000					68,000
2014														
	Computer Equipment		10,000		10,000	-	10,000	NW- THEATRE EQUIP						10,000
	TOTAL 2014		10,000		10,000	-	10,000							10,000
2015														
2016														
2017														

**LIBRARY SERVICES BUILDING
FIVE YEAR FINANCIAL PLAN 2013- 2017**

LOCATION PROJECT #	DESCRIPTION OF WORK	GL ACCT #	2013 FINAL	SOURCE OF FUNDS						TOTAL										
				GENERAL REVENUE	RESERVE FUNDS		RESERVE FOR F.E.	DCC RESERVE			OTHER REVENUE									
					AMOUNT	NAME		AMOUNT	NAME		AMOUNT	NAME								
2013	Mechanical Upgrades - Separate roof top unit SE Corner	070-20-6-450-4540-84601	10,000	-			10,000													10,000
	Replace carpet	070-20-6-450-4540-84604	80,000	-	50,000	NW - Cap Bldg	30,000													80,000
	Total 2013		90,000	-			40,000													90,000
2014																				
2015																				
2016																				
2017																				

**MARINA BUILDING
FIVE YEAR FINANCIAL PLAN 2013 - 2017**

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LOCATION PROJECT #	DESCRIPTION OF WORK	GL ACCT #	2013 FINAL	SOURCE OF FUNDS						TOTAL		
				GENERAL REVENUE	RESERVE FUNDS		RESERVE FOR F.E.	DCC RESERVE			OTHER REVENUE	
					AMOUNT	NAME		AMOUNT	NAME		AMOUNT	NAME
2013	Siding Replacement	070-20-6-470-4730-79808	10,000	10,000							10,000	
	Boat Ramp Repair	070-20-6-470-4730-79807	35,000	10,000		25,000					35,000	
	<i>*carried forward from 2012 and updated budget by Keir</i>		45,000	20,000	-	25,000	-	-	-	-	45,000	
2014												
2015												
2016												
2017												

LOCATION PROJECT #	DESCRIPTION OF WORK	GL ACCT #	2013 FINAL	SOURCE OF FUNDS						TOTAL								
				GENERAL REVENUE	RESERVE FUNDS		RESERVE FOR F.E.	DCC RESERVE			OTHER REVENUE							
					AMOUNT	NAME		AMOUNT	NAME		AMOUNT	NAME						
2013	Signage	070-20-6-450-4510-79606	15,000	-			15,000											15,000
	Total 2013		15,000	-			15,000											15,000
2014																		
2015																		
2016																		
2017																		

**YOUTH SERVICES (THE LINC)
FIVE YEAR FINANCIAL PLAN 2013- 2017**

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LOCATION PROJECT #	DESCRIPTION OF WORK	GL ACCT #	2013 FINAL	SOURCE OF FUNDS						TOTAL		
				GENERAL REVENUE	RESERVE FUNDS		RESERVE FOR F.E.	DCC RESERVE			OTHER REVENUE	
					AMOUNT	NAME		AMOUNT	NAME		AMOUNT	NAME
2013	Youth Centre Upgrades - Exterior membrane waterproofing 1/4	070-20-6-410-4217-79209	10,000	-	-	-	10,000	-	-	-	10,000	
			10,000	-	-	-	10,000	-	-	-	10,000	
2014	Youth Centre Upgrades - Exterior membrane waterproofing 1/4	070-20-6-410-4217-79209	10,000	10,000	-	-	-	-	-	-	10,000	
			10,000	10,000	-	-	-	-	-	-	10,000	
2015	Youth Centre Upgrades - Exterior membrane waterproofing 1/4	070-20-6-410-4217-79209	10,000	10,000	-	-	-	-	-	-	10,000	
			10,000	10,000	-	-	-	-	-	-	10,000	
2016	Youth Centre Upgrades - Exterior membrane waterproofing 1/4	070-20-6-410-4217-79209	10,000	10,000	-	-	-	-	-	-	10,000	
			10,000	10,000	-	-	-	-	-	-	10,000	
2017												

**PARKS BUILDINGS
FIVE YEAR FINANCIAL PLAN 2013-2017**

LOCATION PROJECT #	DESCRIPTION OF WORK	GL ACCT #	2013 FINAL	PROPOSED SOURCE OF FUNDS						TOTAL	
				GENERAL REVENUE	RESERVE FUNDS		RESERVE FOR F.E.	DCC RESE AMOUNT	OTHER REVENUE		
					AMOUNT	NAME			AMOUNT		NAME
2013											
	Valley View Replace lifting Flooring	070-20-6-410-4214-79211	15,000	12,731	-		2,269			15,000	
	Lawn Bowling Addition Design	070-20-6-410-4203-79210	21,856	21,856						21,856	
	Lawn Bowling Addition	070-20-6-410-4203-79212	125,000	75,000				50,000	Lawn Bowl Assoc	125,000	
	TOTAL 2013		161,856	109,587	-	-	2,269	50,000	-	161,856	
2014											
	Replace Concession Lewis Park Stand/additional storage room		80,000	80,000						80,000	
	Valley View Residing		15,000	15,000						15,000	
	Lawn Bowling Reflooring		10,000	10,000						10,000	
			105,000	105,000	-	-	-	-	-	105,000	
2015											
2016											
2017											

**PUBLIC WORKS BUILDINGS
FIVE YEAR FINANCIAL PLAN 2012- 2016**

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LOCATION PROJECT #	DESCRIPTION OF WORK	GL ACCT #	2013 FINAL	PROPOSED SOURCE OF FUNDS						TOTAL		
				GENERAL REVENUE	RESERVE FUNDS		RESERVE FOR F.E.	GOV'T GRANT	DCC RESERV AMOUNT		OTHER REVENUE AMOUNT	NAME
					AMOUNT	NAME						
2013	PW Expansion - Refer to Operational Services Budget											
2014	New Phone System		20,000	20,000								20,000
			20,000	20,000								20,000
2015												
2016												
2017												

CARPENTRY SHOP

FIVE YEAR FINANCIAL PLAN 2013 - 2017

LOCATION PROJECT #	DESCRIPTION OF WORK	GL ACCT #	2013 FINAL	PROPOSED SOURCE OF FUNDS														
				GENERAL REVENUE	RESERVE FUNDS		RESERVE FOR F.E.	DCC RESERVE		OTHER REVENUE								
					AMOUNT	NAME		AMOUNT	NAME	AMOUNT	NAME	TOTAL						
2013																		
2014																		
2015	design/build new shop	contingent on RCMP building	375,000											375,000	DEBT			
2016																		
2017																		

**RENTAL PROPERTIES
FIVE YEAR FINANCIAL PLAN 2013-2017**

LOCATION PROJECT #	DESCRIPTION OF WORK	DETAIL	GL ACCT #	2013 FINAL	PROPOSED SOURCE OF FUNDS										
					RESERVE FUNDS		RESERVE FOR F.E.	DCC RESERVE		OTHER REVENUE		TOTAL			
					AMOUNT	NAME		AMOUNT	NAME	AMOUNT	NAME				
2013	Design/Remediation work for 210 Anderton Retaining Wall*		SEE OPERATIONAL SERVICES O-2												
	247-4th St	upgrade space	070-20-6-470-4760-79809	10,000	10,000										10,000
	Chamber commerce	Reroofing	070-20-6-470-4750-79810	13,000	13,000										13,000
		Total 2013			23,000	23,000									23,000
2014	Demolish outbuildings	2390 Laketrail Road		10,000	10,000										10,000
	247-4th St	upgrade space		20,000	20,000										20,000
				30,000	30,000										30,000
2015															
2016															
2017															

Project Number	Tie to Project	DCC PROJ #	DESCRIPTION OF WORK	GL ACCT #	2013 PROV	DIFF	2013 FINAL	GENERAL REVENUE	RESERVE FUNDS		RESERVE FOR F.E.	DCC RESERVE		DEBT PROCEEDS		OTHER REVENUE		TOTAL
									AMOUNT	NAME		AMOUNT	NAME	AMOUNT	BYLAW NO	AMOUNT	NAME	
		R9725	10th Street East and Back Road (sidewalk ext)		15,000		15,000		15,000	11,438				3,563	R2375			15,000
			Dogwood Sidewalk															
			Cumberland Rd and E&N Crossing repair		70,000		70,000		70,000	70,000								70,000
			4th Street Upgrades															
		R 1	1st Street, Embleton Crescent To Willemar Avenue		90,000		90,000		90,000	47,250				42,750	R47.5			90,000
			2nd Street - Duncan Avenue to Cliffe Avenue		72,700		72,700		72,700	72,700								72,700
			2nd Street - Duncan Avenue to Fitzgerald Avenue		78,000		78,000		78,000	78,000								78,000
		R 9722	Muir Road - City Limit to 2853 Cruickshank Avenue		52,000		52,000		52,000	39,650				12,350	R23.75			52,000
			12th Street, Stewart Avenue to Urquhart Avenue		52,000		52,000		52,000	52,000								52,000
			Stairs - Dingwall Rd. to Scriven Walkway (Requires Design)		250,000		250,000		250,000	250,000								250,000
			tie to SWR 21st Street, Stewart Avenue to Tull Avenue -05 (2009)		32,000		32,000		32,000	32,000								32,000
			4th Street, Cliffe Ave. to Duncan Ave., South Side		35,000		35,000		35,000	35,000								35,000
			Beckensell Avenue - 11th Street to 13th Street		499,000		499,000		499,000	499,000				12,350				499,000
		R 28	Fitzgerald Avenue from 20th St. to 26th St.		125,000		125,000											
			17th Street & Cliffe Avenue NE corner (Est. req'd)															
			Ryan Rd SW - Cowichan to Lerwick		220,000		220,000											

OPERATIONAL SERVICES DEPARTMENT

CITY OF COURTENAY

RETAINING WALLS

5 YEAR CAPITAL PLAN - 2013-2017

Project Number	Tie to Project	DCC PROJECT #	DESCRIPTION OF WORK	GL ACCT #	2013 FINAL	2013 BUDGET SOURCE OF FUNDS						TOTAL						
						GENERAL REVENUE	RESERVE FUNDS		RESERVE FOR F.E.		DEBT PROCEEDS		OTHER REVENUE					
							AMOUNT	NAME	AMOUNT	NAME	AMOUNT			BYLAW NO	NAME			
2013					0	0				0	0	0	0	0	0	0	0	0
			TOTAL 2013		0	0				0	0	0	0	0	0	0	0	0

Project Number	Tie to Project	DCC PROJECT #	DESCRIPTION OF WORK	GL ACCT #	2013 FINAL	GENERAL REVENUE	RESERVE FUNDS		RESERVE FOR F.E.		DEBT PROCEEDS		OTHER REVENUE	TOTAL	
							AMOUNT	NAME	AMOUNT	NAME	AMOUNT	BYLAW NO			NAME
		R0509	Comox Rd. Gov't Marina - part of review of river retaining wall system	030-20-6-310-3120-87100	100,000	76,250			23,750	R2375				100,000	
RTW-05			210 Anderton		150,000	150,000								150,000	
RTW-04		R17 & R2	Menzies Ave & 1st Street Study & Construct - Study		30,000	22,875			7,125	R2375				30,000	
			2014 study re Dyke wall upstream 5 th St both sides (\$100K)												
		MJR-10	2nd St. England Ave.	2014	40,000	40,000								40,000	

CITY OF COURTENAY
STORM DRAIN PROJECTS
5 YEAR CAPITAL PLAN 2013 - 2017

OPERATIONAL SERVICES DEPARTMENT

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2013 BUDGET SOURCE OF FUNDS

Project Number	Tie to Project	DCC PROJ#	DESCRIPTION OF WORK	GL ACCT #	2013 FINAL	GENERAL REVENUE	RESERVE FOR F.E.	GRANTS	DCC RESERVE		DEBT PROCEEDS		OTHER REVENUE		TOTAL	
									AMOUNT	NAME	AMOUNT	BL NO	AMOUNT	NAME		
			2013													
		C/F	OIH - Storm - Lewis to Comox Rd	030-20-6-310-3120-86787	3,000	3,000										3,000
STM-15		05D11	13th Street - Fitzgerald Ave to England Ave Ph 2 - Design/Construct	030-20-6-310-3120-86754	39,284	-	-				39,284	BL 2539				39,284
STM-11			Dingwall Road, McLauchlin Drive to Open ditch MH 34-022 to MH 34-025 DESIGN/CONSTRUCT	030-20-6-310-3120-86755	3,064	-	-				3,064	BL 2539				3,064
STM-31			Glen Urquhart Creek - Bridge Replacement - Hornstein (SRW requirement)	030-20-6-310-3120-86764	11,000	-	11,000									11,000
STM-24			Annual Storm Pond & 100yr Floodroute Study/implementation.	030-20-6-310-3120-86767	17,301	1,279	16,022									17,301
STM-27	SWR-08		Morrison Cr culvert @ 1st Street (Rehab) tied to Sewer Projects Repairs 1st St @Morrison	030-20-6-310-3120-86768	65,000	4,699	60,301									65,000
STM-31			Tsolum River Flood Protection Project	030-20-6-310-3120-86770	516,632	5,101	166,762	344,769	Fed/Prov Flood Prot Program							516,632
STM-32		05D43 05D44	Storm Management Model Plan Software & Update and Crown Isle Storm Study	030-20-6-310-3120-86773	60,000	12,121	47,879									60,000
STM-28	WTR-25		Lane between 5th & 6th from Duncan to England	030-20-6-310-3120-86780	80,000	-	-				80,000	BL 2681				80,000
STM-16		05D46	Culvert (Box) Replacement Arden (south) (ex Wood) -Design and Construct	030-20-6-310-3120-86785	130,000	63,000	5,250			61,750	D475					130,000
		05D43 05D44	City Storm Study	030-20-6-310-3120-86786	50,000	38,125	-			11,875	D2375					50,000
STM-37			Headquarters Drainage Works along Turnbull Property		65,000	60,431	4,569									40,000
			TOTAL 2013		1,040,281	187,756	311,783	344,769		73,625		122,348				1,015,281

**STORM DRAIN PROJECTS
5 YEAR CAPITAL PLAN 2013 - 2017**

2013 BUDGET SOURCE OF FUNDS

Project Number	Tie to Project	DCC PROJ#	DESCRIPTION OF WORK	GL ACCT #	2013 FINAL	GENERAL REVENUE	RESERVE FOR P.E.	GRANTS	DCC RESERVE AMOUNT	NAME	DEBT PROCEEDS AMOUNT	BL NO	OTHER REVENUE AMOUNT	NAME	TOTAL

Grant Funds Remaining

2012 Approved: 471,442 (maximum - actual grant pays 2/3 of actual cost)

Used (126,673)

Balance Dec 31, 2012 344,769

2014 and Forward

			Pump-Inc Parking Lot		25,000	25,000									25,000
			Woods Lane Pipe Replacement		100,000	100,000									100,000
STM-23	CGS-03 MUR-10	05D23	5th Street - Harmstom to E&N		300,000	228,750					71,250	D2375			300,000
STM-16		05D46	Culvert (Box) Replacement Arden (south) (ex Wood)		100,000	52,500					47,500	D475			100,000
STM-30			Courtenay River - Dyke Repair	see study RTW 2014	150,000	75,000				75,000					150,000
STM-12		D6	Old Island Hwy Linc (Youth Centre) to Courtenay slough DESIGN & Construct (study completed)	030-20-6-310-3120-86756	1,230,000	937,875					292,125	D2375			1,230,000
			Tsolium River Flood Wall (Grant Proj)		725,000	725,000									725,000
STM-26		05D18	Pipe Mansfield ditch	030-20-6-310-3120-86779	25,000	19,063					5,938	D2375			25,000
STM-14	PAV-4		Replace Existing Storm Sewer on 10th, between Fitzgerald & Grievie - Design/Construct	030-20-6-310-3120-86753	100,000	96,080							3,920	BL 2539	100,000
			Pipe Assessment - City Wide		50,000	50,000									50,000
			Millard Road @ Beach- Erosion Protection		150,000	150,000									150,000
STM-08		05D9	18th Street and McPhee Ave. MH4-141 to MH4-131		72,000	-					17,100	D23.75	54,900	BL 2539	72,000

CITY OF COURTMAY
STORM DRAIN PROJECTS
5 YEAR CAPITAL PLAN 2013 - 2017

OPERATIONAL SERVICES DEPARTMENT

2013 BUDGET SOURCE OF FUNDS

Project Number	Tie to Project	DCC PROJ#	DESCRIPTION OF WORK	GL ACCT #	2013 FINAL	GENERAL REVENUE	RESERVE FOR F.E.	GRANTS	DCC RESERVE		DEBT PROCEEDS		OTHER REVENUE		TOTAL
									AMOUNT	NAME	AMOUNT	BL NO	AMOUNT	NAME	
STM-06			Culverts - Headquarters Rd. & Drainage Model (study)		10,000	10,000									10,000
STM-07			17th Street to 18th on England Ave.												
STM-10			Kilpatrick Ave 25th Street to 26th Street MH 2-090-MH2-901		25,000	25,000									25,000
STM-19			Culvert Replacement Arden (north of Cumberland)		150,000	150,000									150,000
		05D21	5th Street, Quinn Avenue to Pidcock Avenue (Twin)		58,000	44,225					13,775	D23.75			58,000
		05D23	5th Street, Harrmston Avenue to McPhee Avenue		189,000	144,113					44,888	D23.75			189,000
			Dingwall Road, McLaughlin Drive to open ditch MH 34-022 to MH 34-025		134,000	102,175					31,825				134,000
		05D30	Channel Cleaning and Bank Stabilization Downstream of 10th Street Crossing (to Aston Place)		20,000	15,250					4,750	D23.75			20,000
		05D35	Dingwall Road Headwall Replacement (34-017)		20,000	15,250					4,750	D23.75			20,000
		05D29	Enlarge Existing Detention Pond - Pk 111		35,000	26,688					8,313	D23.75			35,000
			Piercy Creek at Ronson Road		300,000	228,750					71,250				300,000
			Cumberland Road, Willemar Avenue to Piercy Avenue MH 14-290 to MH 14-297		357,000	272,213					84,788				357,000
		05D15	4th Street, Duncan Avenue to Cliffe Avenue Catchment #11		39,000	29,738					9,263	D23.75			39,000
		05D16	3rd Street, England Avenue to Cliffe Avenue - Catchment #11		75,000	57,188					17,813	D23.75			75,000

**STORM DRAIN PROJECTS
5 YEAR CAPITAL PLAN 2013 - 2017**

2013 BUDGET SOURCE OF FUNDS

Project Number	Tie to Project	DCC PROJ#	DESCRIPTION OF WORK	GL ACCT #	2013 FINAL	GENERAL REVENUE	RESERVE FOR F.E.	GRANTS	DCC RESERVE		DEBT PROCEEDS		OTHER REVENUE		TOTAL
									AMOUNT	NAME	AMOUNT	BL NO	AMOUNT	NAME	
		05D4	Mansfield Drive Lane - Only if San System Upgrade is Proceeded with in Same Location (Upstream of MH 2-200)		110,000	83,875					26,125	D23.75			110,000
		05D6	21st Street Upstream to Dogwood Drive - Only if San/Sewer Project in Same Area Proceeds (MH 4-008 to MH 4-		60,000	45,750					14,250	D23.75			60,000
		05D17	2nd Street, Duncan Avenue to Cliffe Avenue		40,000	30,500					9,500	D23.75			40,000
		05D52	Detention Pond in Area of Cumberland Road and 20th Street - West of Cousins Road (not including land value)		150,000	78,750					71,250	D47.5			150,000
		05D36	Braidwood Road, Out to Island Highway (35-005 to 35-006)		51,000	38,888					12,113	D23.75			51,000
		05D26	Catchment #22 Piercy Creek Pond		390,000	112,125					277,875	D71.25			390,000
			Muir Rd Ditching-Oakridge to Cherryridge		25,000	25,000									25,000
			Woods Ave & 4th St		85,000	85,000									85,000
			515 - 18th Street			-									-
			Catchment #35 Braidwood			-									-
			Cliffe Avenue, 8th Street to 11th Street			-									-
			Choquette R.W. (Wood Stave) DMH 14-190 to 14-006			-									-
			Park Pl & Kilpatrick			-									-
			Culvert replacement Back Rd @ 6th St E			-									-

Project Number	Tie to Project	DCC PROJECT #	DESCRIPTION OF WORK	GL ACCT #	2013 FINAL	GENERAL REVENUE	RESERVE FUNDS		RESERVE FOR F.E.	DEBT PROCEEDS		OTHER REVENUE		TOTAL
							AMOUNT	NAME		AMOUNT	BYLAW NO	AMOUNT	NAME	
			2013											
			Gas Heater for Truck Bays #26 - #30	030-20-6-300-3000-81231	25,000	3,181		21,819						25,000
	TRF-11, SRE-05, STM-22		Yard Expansion Phase 3 - Design	030-20-6-300-3000-86203	50,000	25,000		25,000						50,000
			Vehicle Exhaust System - upgrade	030-20-6-300-3000-86205	15,000	7,500		7,500						15,000
			TOTAL 2013		90,000	35,681		54,319						90,000

2014 and Forward														
			Yard Paving	030-20-6-300-3000-86204	20,000	20,000								20,000
PWY-06	TRF-11, SRE-05, STM-22, CGS-14		Yard Expansion PHASE 3 - Construct	030-20-6-300-3000-86203	150,000	150,000								150,000
PWY-03	D15		Parking Lot (Telus)		175,000	175,000								175,000
			Security Alarms for Truck Bays #18 - #42		175,000	175,000								175,000
			Alignment machine for hoist		100,000	100,000								100,000
			Yard Expansion - Phase 4											0

**MAJOR ROAD CONSTRUCTION
5 YEAR CAPITAL PLAN - 2013-2017**

Project Number	DCC PROJ#	DESCRIPTION OF WORK	ACCOUNT NO	2013 PROV	DIFF	2013 FINAL	GENERAL REVENUE	RESERVE FUNDS		RESERVE FOR F.E.	DCC RESERVE		DEBT PROCEEDS	OTHER REVENUE		TOTAL	
								AMOUNT	NAME		AMOUNT	NAME		BYLAW NO	NAME		
MJR-1		2013 Lerwick N/S of Cummings	030-20-6-310-3120-71774	12,688		12,688	-			12,688						12,688	
MJR-09	R9710 & R34	Crown Isle - Lerwick & Ryan widening	030-20-6-310-3120-71786	420,000		420,000	37,636			23,632	99,750	D2375	67,225	BL 2681	191,757	bal of Dev Funds 005-11-4-055-0550-06541	420,000
MJR-09	R9711	5th Street Bridge Rehab Work - Ph 2 - DEFERRED, Research Grant Opportunities	030-20-6-310-3120-71772	2,500,000	(2,450,000)	50,000	6,696			43,304		D2375		BL 2227			50,000
MJR-16	R0508	6TH Street Pedestrian Bridge	030-20-6-310-3120-71794	14,183		14,183	-	14,183	NW-CWF	-							14,183
MJR-17	R9704	Tunner Dr extension to Hwy 19A (design only)	030-20-6-310-3120-71775	10,000		10,000	7,395			230	2,375	D2375					10,000
MJR-17	R9704	Arden Rd - Morrison Creek Crossing	030-20-6-310-3120-71782	525,563		525,563	1,537	30,500	Road Reserve	-	374,464	R7125			119,062	3320-20-10601 funds 005-11-4-055-0550-06683 \$140,463	525,563
MJR-17	R9707	Cumberland Road, Willamar to Piercy Creek Developments (design)	030-20-6-310-3120-71783	45,000		45,000	21,634			12,679	10,688	D2375					45,000
MJR-17	R34	Crown Isle - Lerwick Phase 2 (Uplands MHP to Malahat) Design only	030-20-6-310-3120-71795	55,000		55,000	2,681			-	13,063	D2375			39,257	Dev Contrib	55,000
MJR-17	R9720 & R28	Fitzgerald Avenue, 17th Street Intersection Upgrade - Design Only	030-20-6-310-3120-71790	50,000		50,000	26,250			-	23,750	R475					50,000
MJR-17	R27 & R14	Willamar at 26th St - Ph 1 Design	030-20-6-310-3120-71793	55,000		55,000	9,138			-	13,063	R2375			32,800	Dev Contr	55,000
MJR-17		Waters Pl - Design	030-20-6-310-3120-71796	50,000		50,000	50,000										50,000
		TOTAL 2013		3,757,434	(2,450,000)	1,287,434	162,966	44,683		92,533	527,151		67,225		382,876		1,287,434

2014 and Forward																	
MJR-09	R9711	5th Street Bridge Rehab Work - Ph 2 - May be on hold pending transportation study	030-20-6-310-3120-71772	-		2,500,000	(2,496,444)	1,950,000	NW-CWF	43,304	78,443	D2375	424,697	BL 2227			
MJR-14	R34	Lerwick Road McDonald to 200 M West Side (Construction Estimate \$600K)	030-20-6-310-3120-71774	600,000		600,000	316,518			-	142,500	D2375	140,982	BL 2539			600,000
		6TH Street Pedestrian Bridge		1,900,000		1,900,000	-								1,900,000	grants / contrib	1,900,000
	R9717	Cliffe Ave & 17th (NE corner)		35,000		35,000	35,000							R2375			35,000

**MADR ROAD CONSTRUCTION
5 YEAR CAPITAL PLAN - 2013-2017**

Project Number	DCC PROJ#	DESCRIPTION OF WORK	ACCOUNT NO	2013 PROV	DIFF	2013 FINAL	BUDGETED SOURCE OF FUNDS												
							GENERAL REVENUE	RESERVE FUNDS		RESERVE FOR F.E.	DCC RESERVE		DEBT PROCEEDS	OTHER REVENUE					
								AMOUNT	NAME		AMOUNT	NAME			AMOUNT	NAME			
	R9707	Cumberland Road, Willemar to PIERCY Creek Developments Phase 2 (Willemar to Burgess)	030-20-6-310-3120-71783																
	R9707	Cumberland Road, Willemar to PIERCY Creek Developments Phase 3 (Burgess to PIERCY Creek)	030-20-6-310-3120-71783																
		Third Bridge Crossing- Land Acquisition																	
		Braidwood Phase 5																	
		Sandwick Road, Ryan Road Intersection relocation																	
	R9717	Cliffe Ave & 17th (NE corner)		250,000		250,000	250,000											250,000	
MJR-13		6th Street East, Hobson to Evergreen		400,000		400,000	400,000												400,000
		26th St & Cliffe Ave-Additional Turn Lane																	

**STREET RECONSTRUCTION
5 YEAR CAPITAL PLAN - 2013 - 2017**

Project Number	Tie to Project	DCC PROJ #	DESCRIPTION OF WORK	GL ACCT #	2013 FINAL	RESERVE FUNDS				RESERVE FOR F.E.	DEBT PROCEEDS		OTHER REVENUE		TOTAL
						GENERAL REVENUE	AMOUNT	NAME	AMOUNT		NAME	AMOUNT	NAME	AMOUNT	
			2013												
		R18	Anderton Ave. Reconstruct Phase 2 (includes CGS02) (ON HOLD Pending KFN discussions)	030-20-6-310-3120-86808	602,400	1			143,070	R2375	262,500	BL 2539	59,579	Unexpended Dev	602,400
		R0507	Cliffe Ave. 1st Street to 3rd St - Design (ON HOLD Pending KFN discussions)	030-20-6-310-3120-86821	5,000	(1)			3,813	R23.75					5,000
		R11	Piercy & 10th St from Cumberland to Willemar - Construct Ph 1 & Design Phase 2	030-20-6-310-3120-86820	30,000				332	R23.75					30,000
SRE-10			15th Street west of Willemar Ave Phase 1 - Design only	030-20-6-310-3120-86826	30,000		NW-Road Reserve	0							30,000
			12th Street - Stewart Ave to Urquhart Ave Phase 1 - Design only	030-20-6-310-3120-86827	20,000			0							20,000
			TOTAL 2013		687,400	50,257	22,286	0	4,145	151,383	399,750	0	59,579	0	687,400

Project Number	Tie to Project	DCC PROJ #	DESCRIPTION OF WORK	GL ACCT #	2013 FINAL	RESERVE FUNDS				RESERVE FOR F.E.	DEBT PROCEEDS		OTHER REVENUE		TOTAL
						GENERAL REVENUE	AMOUNT	NAME	AMOUNT		NAME	AMOUNT	NAME	AMOUNT	
2014 and Forward															
SRE-12			1066 Evergreen (I # 20816) and s/w re & re		50,000										50,000
SRE-08		R9721	McLauchlin Dr. Dingwall to McIntyre		100,000	76,250					23,750	R23.75			100,000
SRE-11		R21	Cliffe Ave east side north of 6th St		45,000	34,313					10,688	R23.75			45,000
SRE-10			15th Street west of Willemar Ave Phase 2 - construct		100,000	100,000									100,000
		R9725	10th St. East. Thrope Ave to View Ave.		60,000	45,750					14,250	R23.75			60,000
			Willemar Avenue, South of 26th Street	030-20-6-310-3120-86809	45,691	45,691									45,691
		R0717	20th St East of Cliffe	030-20-6-310-3120-86810	50,000	38,125					11,875	R23-75			50,000
		R14	20th St. Cousins to Japonika	030-20-6-310-3120-86811	150,000	114,375					35,625	R23-75			150,000
		R9721	McLauchlin Drive, Oak Place to Valley Drive	030-20-6-310-3120-86814	160,000	122,000					38,000	R23.75			160,000
			10th St: North side - England Ave to West Lane	030-20-6-310-3120-86815	50,481	50,481									50,481

**STREET RECONSTRUCTION
5 YEAR CAPITAL PLAN - 2013 - 2017**

Project Number	Tie to Project	DCC PROJ #	DESCRIPTION OF WORK	GL ACCT #	2013 FINAL	BUDGET SOURCE OF FUNDS						TOTAL		
						GENERAL REVENUE	RESERVE FUNDS		RESERVE FOR F.E.	DCC RESERVE			DEBT PROCEEDS AMOUNT	OTHER REVENUE NAME
							AMOUNT	NAME		AMOUNT	NAME			
			Mansfield Drive Phase II-Whistle Stop South (Artifact Study)		5,000	5,000							5,000	
			Harmston Avenue - 3rd Street to Fitzgerald Avenue Tie to Storm - Harmston Avenue, 4th Street to Fitzgerald Avenue		82,500	82,500							82,500	
		R29	Back Rd - Valley View Drive to Glacier View		90,000	68,625				21,375	R23.75		90,000	
			England Avenue - 6th Street to 5th Street		106,500	106,500							106,500	
			21st Street - Urquhart Avenue to Willemar Avenue		44,000	44,000							44,000	
			Tie to Sanitary Sewer, 2-011 to 2-016										0	
			Back Road and Braidwood Road - Phase 6 Design		30,000	30,000							30,000	
			2nd Street - Cliffe Avenue to Duncan Avenue		84,300	84,300							84,300	
			Beckensell Avenue - 13th Street to 14th Street		95,000	95,000							95,000	
			10th Street between England Avenue and Fitzgerald Avenue		30,000	30,000							30,000	
		R32	Veteran's Memorial Parkway, Grind and Pave		20,000	15,250				4,750	R23.75		20,000	
					125,000	125,000							125,000	

**ROAD PAVING PROJECTS
FIVE YEAR FINANCIAL PLAN 2013-2017**

Project Number	Tie to Project	PROJ #	DCC	GL ACCT #	2013 FINAL	RESERVE FUNDS:			DCC RESE AMOUNT	DEBT PROCEEDS AMOUNT	BL NO.	OTHER REVENUE		
						GENERAL REVENUE	RESERVE FOR F.E.	NAME				AMOUNT	NAME	TOTAL
			2013											
PAV-1			Water/Sewer Crossing Reinstatements	030-20-6-310-3120-86901	75,000	-						75,000	W/S	75,000
PAV-2			Water/Sewer Iron Work	030-20-6-310-3120-86902	50,000	-						50,000	W/S	50,000
PAV-3			Sheraton 1/2 Road at Hawk	030-20-6-310-3120-86905	20,000	-	4,427		15,573	BL 2539				20,000
PAV-5	R35		Piercy Avenue, 17th Street to 26th Street Includes road base .9 km	030-20-6-310-3120-86908	550,000	-		130,625	200,184	BL 2539				550,000
PAV-9			Paving Projects - contingency provision	030-20-6-310-3120-86912	50,000	28,161	21,839							50,000
			Majestic Dr, York Place and adjacent streets re & re asphalt bleeding PH 2	030-20-6-310-3120-86914	40,000	22,592	17,408							40,000
PAV-7			Woods Avenue, 2nd Street to 1st Street	030-20-6-310-3120-86915	60,000	10,000			50,000	BL 2539				60,000
PAV-12	SWR-12		26th Street - Cliffe to Fitzgerald	030-20-6-310-3120-86916	50,000	-			50,000	BL 2681				50,000
			England Ave & 11th Street	030-20-6-310-3120-86917	70,000	20,000			50,000	BL 2681				70,000
			6th Street East: Back Rd to Stephens Place	030-20-6-310-3120-86922	19,000	-			19,000	BL 2681				19,000
			2nd Street: Cliffe Ave to England Ave	030-20-6-310-3120-86923	81,000	-			81,000	BL 2681				81,000
			Rod & Gun Road: 1st St to Embleton Cres	030-20-6-310-3120-86926	84,000	18,977			65,023	BL 2681				84,000
			TOTAL 2013	APPROXIMATELY 2.3 KM	1,149,000	99,730	43,674	130,625	749,971	0	0	125,000	0	1,149,000

2014 and Forward															0
			17th St E&N Rail Crossing		70,000										0
PAV-11			3rd Street, Cliffe Avenue to England Avenue		100,000	100,000									200,000
PAV-4	STM-14		10th Street, Fitzgerald Ave. to Grieve Ave		50,000	50,000							28,000	BL 2539	100,000
			Library parking lot railing - repaint		8,000	8,000									16,000
			Fitzgerald 20-26th		199,500	199,500									399,000
			Willemer 1st to Robert Lang												0

**ROAD PAVING PROJECTS
FIVE YEAR FINANCIAL PLAN 2013-2017**

Project Number	Tie to Project	PROJ #	DCC	GL ACCT #	2013 FINAL	BUDGET SOURCE OF FUNDS										
						GENERAL REVENUE	RESERVE FUNDS		RESERVE FOR F.E.	DCC RESE		DEBT PROCEEDS		OTHER REVENUE		
							AMOUNT	NAME		AMOUNT	BL NO.	AMOUNT	NAME	AMOUNT	TOTAL	
			Grant Ave. 19th St. to 18th St.		-		-									0
			Robert Lang Drive		-		-									0
			Mitchell Road		-		-									0
			Rod and Gun resurface		-		-									0
			Piercy Ave - 26th-29th St		-		-									0

**TRAFFIC PROJECTS
5 YEAR CAPITAL PLAN - 2013 - 2017**

Project Number	Tie to Project	DCC PROJECT #	DESCRIPTION OF WORK	GL ACCT #	2013 FINAL	BUDGET SOURCE OF FUNDS				DEBT PROCEEDS AMOUNT	DEBT PROCEEDS BL #	OTHER REVENUE NAME	TOTAL
						GENERAL REVENUE	RESERVE AMOUNT	RESERVE FUNDS NAME	RESERVE FOR F.E.				
			2013										
TRF-22			Roundabout retrofits - City Wide	030-20-6-310-3120-71791	10,000	10,000							10,000
TRF-23			City Transportation Study - Phase I	030-20-6-310-3120-71792	70,000		50,000	NW-CWF	20,000				70,000
			Traffic Calming Projects	030-20-6-310-3140-87217	10,000	5,186			4,814				10,000
TRF-09			Audible Pedestrian Crossings - 2 @ 8,000 ea - Ph 1	030-20-6-310-3140-87221	16,000	16,000							16,000
TRF-12		R9709	Rt Turn Decel Lane on Ryan @ Cowichan	030-20-6-310-3140-87222	225,000	57,188	114,375	NW - Traffic Fine		53,438	R2375		225,000
TRF-11	CGS-14 SRE-05 STM-22	R24	Pedestrian signals - location to be determined (reuse Ped signals from Lerwick/Mission)	030-20-6-310-3140-87228	25,000	1,253				2,491	R2375		25,000
TRF-11		R34	Lerwick/Malahat-signal base and ducting and signal	030-20-6-310-3140-87231	200,000					47,500	R2375	152,500	200,000
TRF-15			Bus Shelters Construction -- 3 per year	030-20-6-310-3140-87225	54,040		24,094	Gaming Funds				29,946	54,040
TRF-17			Traffic Signal - Uninterrupted Power Supply (2)	030-20-6-310-3140-87227	36,000	36,000							36,000
TRF-20			Bicycle Lane Initiatives (annual budget item)	030-20-6-310-3140-87229	10,000				10,000				10,000
TRF-21			SCADA (see sewer capital) - Phase 1 (Report)	030-20-6-310-3140-87230	15,000	11,438				3,563	R2375		15,000
TRF-24			Fitzgerald Ave Cycle Improvements	030-20-6-310-3140-87232	100,000		50,000	NW-CWF		50,000	Prov Grant		100,000
			TOTAL 2013		771,040	137,064	238,469		34,814	50,000	106,991	182,446	771,040

2014 and Forward															
	T53	5th & Fitzgerald warrant analysis for traffic signals and design if applicable			20,000	15,250							4,750	R2375	20,000
		Riverside Lane - Street Lighting			17,500	17,500									17,500
		Ryan Road, Lerwick Road Intersection - Turning Lane Line painting													
TRF-09		Audible Pedestrian Crossings - 6 @ 8,000 ea - Ph 2 - (8th St & Cliffe Ave)			48,000	48,000									48,000
		Fitzgerald Avenue, 17th Street - Traffic Signal													
		Downtown Streetlight Retrofit													20,000
		Fitzgerald Ave Cyclist Improvements			1,200,000	1,200,000									1,200,000

**CAPITAL BUDGET - WATER
5 YEAR CAPITAL PLAN - 2013 - 2017**

Avail DCC's 391,500

Project Number	Tie to Project	DCC PROJECT #	DESCRIPTION OF WORK	GL ACCT #	2013 PROV.	DIFF	2013 FINAL	OPERATING CONTRIB	RESERVE FUNDS		RESERVE FOR F.E.	GOV'T GRANT	DCC RESERVE		OTHER REVENUE		TOTAL
									AMOUNT	NAME			AMOUNT	NAME	AMOUNT	NAME	
WTR-03			Water Equipment > \$5,000	040-40-6-340-0000-87516	20,000	(20,000)	-	-			-						-
WTR-04			Fire Hydrants	040-40-6-340-0000-87517	40,000	5,000	45,000	35,000		10,000							45,000
WTR-02			Mainline Valves Project	040-40-6-340-0000-87503	-	-	50,000	50,000									50,000
WTR-11	SWR-03		Cummings Road Water Main	040-40-6-340-0000-87523	10,000	-	10,000	-		10,000							10,000
WTR-14			Lake Trail Config Ph 2 of 3	040-40-6-340-0000-87525	40,000	-	40,000	-		29,671			9,500	W2375	Riversedge Ph 3 Wtr DCC's	829	40,000
WTR-16/WTR-21	MJR-13 WTR-16	EC8 & EC1	Project EC1 - Water Pressure/ New main from Ryan Rd. (south on Cowichan to 4th, west on 4th and south on evergreen to 6th)	040-40-6-340-0000-87526	450,000	-	450,000	-	157,500	78,750	157,500	213,750	W4750				450,000
WTR-12		WC8	Comox Road Improvements - Phase 3 - defer	040-40-6-340-0000-87528	100,000	(89,500)	10,500	10,500					W0950				10,500
WTR-22			Radio Read Units	040-40-6-340-0000-87529	30,000	-	30,000	-		30,000							30,000
WTR-27			NIC Fire Flow Water Meter	040-40-6-340-0000-87533	30,000	-	30,000	-									30,000
WTR-30		EC3	Water Main from Valley View Drive to Glacier View Lodge and Marsland Properties - tied to walkway	040-40-6-340-0000-87537	30,000	-	30,000	7,620		20,955		1,425	W0475				30,000
WTR-29		W9704	Willmar Ave - 17th Street to 26th Street - Design Ph 1	040-40-6-340-0000-87535	215,000	-	215,000	(1)	145,000	18,938		51,063	W2375				215,000
WTR-31			2012 Water Study - City wide	040-40-6-340-0000-87538	50,000	-	50,000	-	50,000								50,000
WTR-32		W0501	Piercy Ave 26th to 29th Ph 2 - Replace/Re-size	040-40-6-340-0000-87539	432,150	-	432,150	4,249	300,000	103,564		7,907	W7125		16,430	Dev Contr	432,150
WTR-09			Beechwood Rd to Christie Parkway - Water Main Inter	040-40-6-340-0000-87541	140,000	-	140,000	-		140,000							140,000
WTR-09			SWWD Changeover - design/costing	040-40-6-340-0000-87521	40,000	-	40,000	-		40,000							40,000
WTR-09			SWWD Changeover - construct phase 1 of 2	040-40-6-340-0000-87542	550,000	-	550,000	391,131		50,000					108,869	Bl. 2440 Unexpended	550,000
WTR-09			SWWD Changeover - CVRD CICC's	040-40-6-340-0000-87543	340,000	-	340,000	340,000									340,000
WTR-33			Meter Reading System	040-40-6-340-0000-87544	35,000	-	35,000	35,000									35,000
WTR-34			Menzies & 5th AC Water Main replace	040-40-6-340-0000-87545	20,000	100,000	120,000	52,125		67,875							120,000
			Total 2013 Capital Plan		2,572,150	(4,500)	2,617,650	925,625	652,500	599,753	283,645	156,128	2,617,650				

2014-2017 Forecasted
CAPITAL BUDGET - WATER
5 YEAR CAPITAL PLAN - 2013 - 2017

Avail DCC's 391,500

Project Number	Tie to Project	DCC PROJECT #	DESCRIPTION OF WORK	GL ACCT #	2013 PROV.	DIFF	2013 FINAL	OPERATING CONTRIB	RESERVE FUNDS		RESERVE FOR F.E.	GOVT GRANT	DCC RESERVE AMOUNT	NAME	OTHER REVENUE	NAME	TOTAL
									AMOUNT	NAME							
2014-2017 Forecasted																	
WTR-28			South Courtenay Water Capacity Provisions Phase 2	040-40-6-340-0000-87532	140,000		140,000	140,000									140,000
WTR-24	STM-28		Lane between 5th & 6th from Duncan to England	040-40-6-340-0000-87534	80,000		80,000	80,000									80,000
			Pipe Assessment Study - City Wide		25,000		25,000	25,000									25,000
WTR-17			11th St - Beckensell Ave. to Cornox Rd.		150,000		150,000	150,000									150,000
			Water Main on McDonald Rd. from Sheraton Rd.		60,000		60,000	60,000									60,000
		EC3	East Courtenay, Koers EC 3 - Lodge and Marsland Properties		65,000		65,000	34,125					30,875	W4.75			65,000
			Sandpiper Dr Water Main		250,000		250,000	250,000									250,000
			Projected Costs 2014-2017		770,000		770,000	739,125					30,875				770,000

**CAPITAL BUDGET - SEWER
5 YEAR CAPITAL PLAN - 2013-2017**

DCC avail 466,000

Number	Tie to Project	DCC PROJECT #	DESCRIPTION OF WORK	DETAIL	GL ACCT #	2013 PROV	DIFF	2013 FINAL	USER FEES	RESERVE FUNDS		RESERVE FOR F.E.	GOV'T GRANT	DCC RESERVE		OTHER REVENUE		TOTAL	
										AMOUNT	NAME			AMOUNT	NAME	AMOUNT	NAME		
CAPITAL Projects - 2013																			
SWR-10	Tied to Development	5513	Arden Central Trunk MH 2-506 13th St to Lake Trail Rd or 13th St to Arden		040-80-6-350-0000-88017	220,000		220,000	5,250			110,250			104,500				220,000
SWR-06			OlH/Comox Rd. Replace		040-80-6-350-0000-88018	60,000		60,000	59,000			1,000							60,000
SWR-05		0559	Arden Trunk Sewer -Riverside Lane to 20th Street		040-80-6-350-0000-88032	-	10,000	10,000	-			7,625			2,375				10,000
SWR-08	STM-27		1st Street @ Morrison Creek - Sewer Repairs		040-80-6-350-0000-88034	60,000		60,000	5,000			55,000							60,000
SWR-09			10th Street East & Sitka Ave - MH Improvements Review Silverado Contr - Sewer Reserve		040-80-6-350-0000-88035	65,000		65,000	(1)	Reserve "Sew Util 1382" S of Ryan/Silver ado	11,438	38,125			15,438				65,000
SWR-11			2010 Sanitary Sewer Study & Greenwood Trunk Planning & Lift Stn Location/sizing		040-80-6-350-0000-88037	34,666		34,666	-			34,666							34,666
SWR-12		0551	Main Replacement 26th St - Cliffe to Fitzgerald		040-80-6-350-0000-88038	90,000		90,000	-			68,625			21,375				90,000
SWR-13		05526	Carmanah & Valcourt Cres - replacement - Assumes that VHA Hospital proceeds in 2013, 29,000 sq.m.		040-80-6-350-0000-88040	180,000		180,000	-			106,285			42,750		(Unexpended) Costco DCC 005-11-4-055-0550-06668	30,965	180,000
			Highway 19a Extension - bal of works		040-80-6-350-0000-88041	25,000		25,000	2,624			22,376							25,000
SWR-15			South Courtenay Sewer planning/Capacity Provisions check agreement Buckstone for funding oversizing		040-80-6-350-0000-88042	14,333	80,667	95,000	80,667			14,333							95,000
SWR-16			Arden Trunk Sewer - Lake Trail to Embleton Phase 1 (Design) -	2011 PO carried forward and committed funds carried forward	040-80-6-350-0000-88043	50,130		50,130	-			50,130							50,130
SWR-17		05519	1st Street Up Stream of Lift Station MH 3-501 to 3-504		040-80-6-350-0000-88044	100,000		100,000	-			52,500			47,500				100,000
SWR-18		05512	Arden Trunk Sewer - Cumberland to Krebs (pt 1 Design and SRW Aquifer)		040-80-6-350-0000-88045	40,000		40,000	5,250			15,750			19,000				40,000
SWR-19		05532	Replace AC Pressure Force Main on all Lift Sta - Phase 1 Design 1st St Sta to discharge		040-80-6-350-0000-88046	55,000		55,000	3,813			38,125			13,063				55,000
SWR-23	P1		New Generator for Anderton Lift Station		040-80-6-350-0000-88047	50,000		50,000	-			50,000							50,000

5 YEAR CAPITAL PLAN - 2013-2017

DCC avail 466,000

Number	Tie to Project	DCC PROJECT #	DESCRIPTION OF WORK	DETAIL	GL ACCT #	2013 PROV	DIFF	2013 FINAL	USER FEES	RESERVE FUNDS		RESERVE FOR F.E.	GOVT GRANT	DCC RESERVE		OTHER REVENUE		TOTAL	
										AMOUNT	NAME			AMOUNT	NAME	AMOUNT	NAME		
SWR-21			Lift Station Emergency Bypass Pump with hose - Daily use, Earthquake etc)		040-80-6-350-0000-88048	95,000		95,000	5,000			90,000						95,000	
SWR-22	traffic		Scada System (phase 1 - Study) - tied to traffic		040-80-6-350-0000-88049	75,000		75,000	-			75,000						75,000	
SWR-23		05S30 & 05S31	city wide study		040-80-6-350-0000-88050	90,000	(10,000)	80,000	-			61,000		19,000	S2375			80,000	
SWR-24		05S16	Arden South Trunk - Cumberland Road to north boundary of Arden Road Developments Phase 1 Design		040-80-6-350-0000-88051	50,000		50,000	-			26,250		23,750	S4750			50,000	
SWR-25		05S29	Headquarters Road from Glacier to Vanier- replacement Design	Both projects could also use the DCC's San generated from VHA - Hospital, subject to routing also see Carmanah/Valer	040-80-6-350-0000-88052	1,001,000		1,001,000	211,858				667,333	45,879	571.25	75,930	Dev Contr	1,001,000	
SWR-26			Glacier Road - San Sewer		040-80-6-350-0000-88053	285,000		285,000	189,000							96,000	Conn fees x 12	285,000	
SWR-27			Sandpiper Dr Sewer- Design Only Phase 1		040-80-6-350-0000-88054	60,000		60,000	60,000									60,000	
			Sewer Flush Truck		040-80-6-350-0000-97061	-	350,000	350,000	-		350,000				Swr M & E			350,000	
			Projected Costs 2013			2,700,129	430,667	3,130,796	627,461		361,438	917,040	667,333	354,629		202,895		3,130,796	
CAPITAL Projects - 2014 and forward																			
SWR-16		05S20	Arden Trunk Sewer - Lake Trail to Embleton Phase 1 (Design)		040-80-6-350-0000-88043	2,068,000			(0)			50,130	1,378,667	597,458	S4750	41,745	Morrison Cr Commons 005-11-4-055-0550-06684	2,068,000	
		05S2	Idiens Way east of Lerwick- Upgrade	tied to Crown isle discharge	COST ESTIMATE NOT YET AVAILABLE				-										
		05S2	Station MH 1-485 to MH 1-401 Mansfield Easement Cliffe Avenue to Mansfield Lift	see DCC Bylaw map		276,000			210,450					65,550	S2375			276,000	
		05S18	Pidcock Avenue, 3rd Street to 5th Street then to Stewart Ave	see DCC Bylaw map		42,750			32,597					10,153	S2375			42,750	
		05S23 & 05S24	In SRW Back Road Upstream of Turner Drive MH 4-032 to MH 4-035	see DCC Bylaw map		70,000			70,000									70,000	
			Pipe Condition Assessment - City Wide (MOVE TO PW OPERAT 2012)	PW Manager (AM)		50,000			50,000									50,000	
		05S27	Muir Rd/McLaughlin Drive	see DCC Bylaw map		120,000			91,500					28,500	S2375			120,000	

**CITY OF COURTENAY
CONSOLIDATED CAPITAL FUNDS REVENUE AND EXPENDITURE
FOR THE YEARS 2013 TO 2017**

SCHEDULE I

	APPLICATION OF FUNDS					Total for All Years
	2013	2014	2015	2016	2017	
GENERAL OPERATING						
COMMUNITY SERVICES	662,011	773,000	565,000	515,000	335,000	2,850,011
CORPORATE SERVICES	918,000	322,000	1,047,000	287,000	267,000	2,841,000
PROPERTY SERVICES	5,300,136	8,445,000	765,000	30,535,000	405,000	45,450,136
OPERATIONAL SERVICES	6,147,768	7,245,000	3,080,000	2,945,000	2,995,000	22,412,768
Total General Operating	13,027,915	16,785,000	5,457,000	34,282,000	4,002,000	73,553,915
WATER UTILITY	2,617,650	950,000	1,000,000	1,000,000	1,000,000	6,567,650
SEWER UTILITY	3,130,796	950,000	1,000,000	1,000,000	1,000,000	7,080,796
TOTAL - ALL FUNDS	18,776,361	18,685,000	7,457,000	36,282,000	6,002,000	87,202,361
Source of Funds:						
General Revenue	2,856,281	2,730,249	2,616,562	2,661,182	2,403,375	13,267,649
Reserve Funds	11,775,188	2,609,500	2,547,000	1,625,443	1,347,000	19,904,131
DCC's	1,831,077	877,876	880,938	982,875	959,125	5,531,891
Debt	0	7,900,000	375,000	30,000,000	375,000	38,650,000
Other	2,313,815	4,567,375	1,037,500	1,012,500	917,500	9,848,690
	18,776,361	18,685,000	7,457,000	36,282,000	6,002,000	87,202,361

SOURCE OF FUNDS					
Operating Revenue	Reserve Funds	DCC's	Debt	Other	
1,312,601	518,933	312,340	0	706,137	
61,000	2,780,000	0	0	0	
1,153,857	5,284,279	0	38,650,000	362,000	
4,137,106	8,183,819	3,015,652	0	7,076,191	
6,664,564	16,767,031	3,327,992	38,650,000	8,144,328	
3,500,624	1,858,622	911,145	0	297,259	
3,102,461	1,278,478	1,292,754	0	1,407,103	
13,267,649	19,904,131	5,531,891	38,650,000	9,848,690	

2013 General Reserve Fund Summary - Anticipated Position

2013	Surplus	Capital Funds C/fwd	Gaming Revenue	Unexpended Capital Borrowing	Traffic Fine Revenue	New Works Reserve BL 1835		Amenity Reserves	Machinery & Equipment Reserve	Public Parking Reserve	Land Sale Reserve	Parkland Acquisition Reserve	DCC Reserves		Total
						Community Works Fund	Other New Works Funds						Roads	Parks	
Dec 31, 2012 balance forward	2,845,147	1,156,237	1,001,035	5,749,284	993,213	854,387	3,554,295	1,831,484	1,534,223	20,759	197,324	140,698	2,133,705	77,746	22,379,633
Grants					198,024		934,439								1,132,463
Contributions			805,000			40,000		350,000	555,000	6,000	895,000		105,000	50,000	2,305,000
Transfer from Operating Fund								288,000							889,000
Interest Earnings			5,005		4,966		17,771	9,157	7,671	104	987	703	10,669	389	63,145
Subtotal	2,845,147	1,156,237	1,811,040	5,749,284	1,196,203	898,659	4,506,505	2,478,641	2,096,894	26,863	1,093,311	141,401	2,249,373	128,135	26,769,241
Budgeted Use - Operating	(841,600)		(775,000)		(360,000)						(860,000)				(2,836,600)
Budgeted Use - Gen Capital		(1,156,237)	(24,094)	(4,988,302)	(114,375)	(160,000)	(1,389,183)	(493,397)	(810,000)				(1,094,214)	(98,589)	(10,328,391)
Budgeted Use - Wtr Capital							(652,500)								
Dec 31, 2013 projected year end	2,003,547	-	1,011,946	760,982	721,828	738,659	2,464,822	1,985,244	1,286,894	26,863	233,311	141,401	1,155,159	29,546	13,604,250

Interest used to calc earnings 0.50%

City of Courtenay

Water Fund Reserves

2013 Reserve Fund Summary - Anticipated Position

2013	Surplus	Capital Funds C/Fwd	Unexpended Capital Borrowing	Utility & Water Efficiency	Machinery & Equipment Reserve	Water DCC Funds	Total
Dec 31, 2012 bal fwd	1,287,858	599,753	108,869	1,473,508	128,963	391,588	3,990,538
Grants							
Contributions						100,000	100,000
Transfer from Operating Fund			26,200		30,000		56,200
Interest Earnings			3,684		322	979	4,985
Subtotal	1,287,858	599,753	108,869	1,503,391	159,285	492,567	4,151,724
Budgeted Use - Operating	(740,000)	(599,753)	(108,869)	(175,000)		(283,645)	(915,000)
Budgeted Use - Capital							
Dec 31, 2013 proj. year end	547,858	-	-	1,328,391	159,285	208,922	2,244,457

Interest used to calc earnings 0.50% 198,024

City of Courtenay

SCHEDULE J

Sewer Fund Reserves

2013 Reserve Fund Summary - Anticipated Position

2013	Surplus	Capital Funds C/Fwd	Unexpended Capital Borrowing	Sewer Utility	Machinery & Equipment Reserve	Sewer DCC Funds	Total
Dec 31, 2012 balance forward	1,488,506	917,040	30,965	346,366	317,234	499,428	3,599,539
Grants							-
Contributions							-
Transfer from Operating Fund				40,000	75,000	50,000	165,000
Interest Earnings				1,732	1,586	2,497	5,815
Subtotal	1,488,506	917,040	30,965	388,098	393,820	551,925	3,770,354
Budgeted Use - Operating	(412,073)			(50,000)			(462,073)
Budgeted Use - Capital		(917,040)	(30,965)	(11,438)	(350,000)	(354,629)	(1,664,072)
Dec 31, 2013 projected year end	1,076,433	-	-	326,660	43,820	197,296	1,644,209

Interest used to calc earnings 0.50%

**City of Courtenay
GAMING ACCOUNT
2013-2017 FINANCIAL PLAN**

SCHEDULE K

DESC	2013 BUDGET	2014 BUDGET	2015 BUDGET	2016 BUDGET	2017 BUDGET
REVENUE					
PROV TRANSFERS - GAMING REVENUES	805,000 5,005	815,000 5,005	825,000 5,005	825,000 5,005	825,000 5,005
TOTAL REVENUE	810,005	820,005	830,005	830,005	830,005
EXPENSE					
> DISBURSEMENT CATEGORIES					
1. SOCIETIES MANAGING CITY ART/CULT FACILITIES					
-CV ART GALLERY	65,000	65,000	65,000	65,000	65,000
-SID WILLIAMS THEATRE SOCIETY	105,000	105,000	105,000	105,000	105,000
-CTNY AND DIST HISTORICAL SOCIETY	50,000	50,000	50,000	50,000	50,000
-DOWNTOWN CULTURAL EVENTS	5,000	5,000	5,000	5,000	5,000
	225,000	225,000	225,000	225,000	225,000
2. COUNCIL INITIATIVES AND PROJECTS	75,000	75,000	75,000	75,000	75,000
3. PUBLIC SAFETY & SECURITY	320,000	330,000	340,000	340,000	340,000
4. SOCIAL/SOCIETAL INITIATIVES	50,000	50,000	50,000	50,000	50,000
5. INFRASTRUCTURE WORKS	100,000	100,000	100,000	100,000	100,000
6. GREEN CAPITAL PROJECTS/INNOVATION	35,000	35,000	35,000	35,000	35,000
TOTAL EXPENSE	805,000	815,000	825,000	825,000	825,000
NET CURRENT YEAR OPERATIONS	5,005	5,005	5,005	5,005	5,005

THE CORPORATION OF THE CITY OF COURTENAY

BYLAW NO. 2754

A bylaw to impose rates on all taxable lands and improvements

Whereas pursuant to the provisions of the *Community Charter* the Council must each year, by bylaw, impose property value taxes on all land and improvements according to the assessed value thereof, by establishing rates for:

- a. the municipal revenue proposed to be raised for the year from property value taxes, as provided in the financial plan, and
- b. the amounts to be collected for the year by means of rates established by the municipality to meet its taxing obligations in relation to another local government or other public body;

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 “**Tax Rates Bylaw No. 2754, 2013**”.
2. The following rates are hereby imposed and levied for the year 2013:
 - (a) For all lawful general purposes of the municipality, on the assessed value of land and improvements taxable for general municipal purposes, rates appearing in column “A” of the schedule attached hereto and forming a part of this bylaw hereof;
 - (b) For debt purposes, on the assessed value of land and improvements taxable for general municipal purposes, rates appearing in column “B” of the schedule attached hereto and forming a part of this bylaw hereof;
 - (c) For purposes of the Vancouver Island Regional Library on the assessed value of land and improvements taxable for general municipal purposes, rates appearing in column “C” of the schedule attached hereto and forming a part of this bylaw hereof;
 - (d) For purposes of the Comox Valley Regional District on the assessed value of land and improvements taxable for general municipal purposes, rates appearing in column “D” of the schedule attached hereto and forming a part of this bylaw hereof;
 - (e) For purposes of the Comox Valley Regional District on the assessed value of land and improvements taxable for general hospital purposes, rates appearing in Column “E” of the schedule attached hereto and forming a part of this bylaw hereof;

- (f) For purposes of the Comox-Strathcona Regional Hospital District on the assessed value of land and improvements taxable for hospital purposes, rates appearing in column "F" of the schedule attached hereto and forming a part of this bylaw hereof;
 - (g) For purposes of the Downtown Courtenay Business Improvement Area on the assessed value of land and improvements for general municipal purposes, rates appearing in column "G" of the schedule attached hereto and forming a part of this bylaw hereof.
3. As soon as is practicable after the 2nd day of July, 2013, there shall be added to the unpaid taxes of the current year, in respect of each parcel of land and its improvements on the property tax roll, ten percent of the amount unpaid as of the 2nd day of July, 2013; and the said unpaid taxes together with the amount added as aforesaid, shall be deemed to be taxes of the current year due on such land and improvements.

Read a first time this 15th day of April, 2013

Read a second time this 15th day of April, 2013

Read a third time this day of , 2013

Finally passed and adopted this day of May, 2013

Mayor

Director of Legislative Services

BYLAW NO. 2754, 2013

SCHEDULE

Tax Rates (dollars of tax per \$1000 taxable value)

Property Class	A General Municipal	B Debt	C Library	D Regional District (rates applied to general assessment)	E Regional District (rates applied to hospital assessment)	F Regional Hospital District	G Downtown Courtenay Business Improv. Area
1. Residential	3.3681	0.3641	0.2000	0.3250	0.4608	0.8023	0.0000
2. Utilities	23.5765	2.5484	1.3998	2.2747	1.6129	2.8082	0.0000
3. Supportive Housing	3.3681	0.3641	0.2000	0.3250	0.4608	0.8023	0.0000
4. Major Industry	13.1355	1.4198	0.7799	1.2673	1.5668	2.7280	0.0000
5. Light Industry	13.1355	1.4198	0.7799	1.2673	1.5668	2.7280	1.1692
6. Business/Other	9.5990	1.0375	0.5699	0.9261	1.1290	1.9657	1.1692
8. Recr/Non-Profit	3.3681	0.3641	0.2000	0.3250	0.4608	0.8023	0.0000
9. Farm	3.3681	0.3641	0.2000	0.3250	0.4608	0.8023	0.0000

**THE CORPORATION OF THE CITY OF COURTENAY
BYLAW NO. 2732**

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. 2732, 2012**”.

2. That Official Community Plan Bylaw No. 2387, 2005 be amended as follows:
 - (a) By changing the designation of part of Lot 2, District Lot 138, Comox District, Plan 14210; Lot 1, District Lot 138, Comox District, Plan 40239 and Lot B, District Lot 138, Comox District, Plan 2607, Except that part in Plan 40239 from “Suburban Residential” to “Urban Residential” as outlined on the plan attached as Attachment “A”.

 - (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 19th day of November, 2012

Read a second time this 19th day of November, 2012

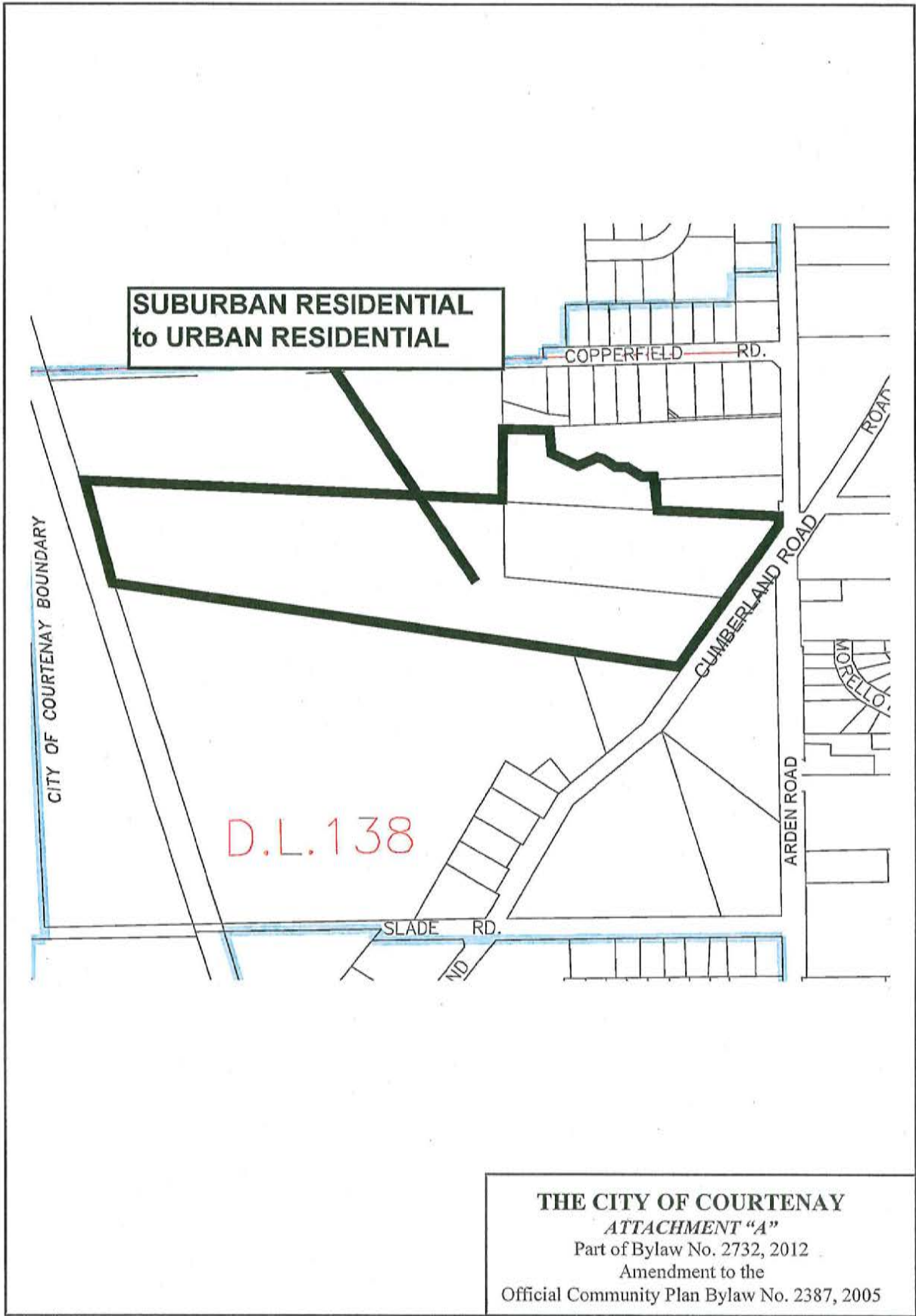
Considered at a Public Hearing this day of , 2012

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. 2733

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. 2733, 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 Part 49 as follows:

Part 49 - Comprehensive Development Twenty-Three Zone (CD-23) (1921, 1993 Arden Road & 2459 Cumberland Road)

8.49.1 Intent

The CD-23 Zone is intended to accommodate a mixed use residential development on the properties legally described as part of Lot 2, District Lot 138, Comox District, Plan 14210, Lot 1, District Lot 138, Comox District, Plan 40239, and Lot B, District Lot 138, Comox District, Plan 2607, Except that part in Plan 40239 and in general accordance with the plan attached as Schedule A.

8.49.2 CD-23A

(1) Permitted Uses

The following uses are permitted and all other uses are prohibited except as otherwise noted in this bylaw:

1. *Single residential dwelling*
2. *Duplex residential dwelling*
3. *Accessory buildings and structures*
4. *Home occupation*

(2) Minimum Lot Size

- a) *Single Family Residential:* 500m²
- b) *Duplex:* 900m²

(3) Minimum Lot Frontage

A lot shall have a frontage of not less than 18.0m, except for a corner lot where the

frontage shall be not less than 20.0m.

(4) Minimum Lot Depth

A lot shall have a depth of not less than 30.0 m

(5) Lot Coverage

A lot shall not be covered by buildings to a greater extent than 40% of the total lot area.

(6) Setbacks

- a) Front Yard 7.5 metres
- b) Rear Yard 9.0 metres
- c) Side Yard The side yard setbacks shall total 4.5 m with a minimum side yard setback on one side of 1.5 m except where a side yard flanks a street in which case the minimum distance shall be 4.5 m.

(7) Height

The maximum height of a principle building shall not exceed 9 metres

8.49.3 CD-23B

(1) Permitted Uses

The following uses are permitted and all other uses are prohibited except as otherwise noted in this bylaw:

- 1. *Single residential dwelling with or without a secondary suite*
- 2. *Accessory buildings and structures*
- 3. *Home occupation*

(2) Minimum Lot Size

The minimum lot size for all lots in this area is 400m²

(3) Minimum Lot Frontage

A lot shall have a frontage of not less than 13.0m, except for a corner lot where the frontage shall be not less than 15.0m.

(4) Minimum Lot Depth

A lot shall have a depth of not less than 30.0 m

(5) Lot Coverage

A lot shall not be covered by buildings to a greater extent than 40% of the total lot area.

(6) Setbacks

- (a) Front Yard 4.5 metres
- (b) Rear Yard 7.5 metres
- (c) Side Yard 1.5 metres except where a side yard flanks a street in which case the minimum shall be 3.5 metres.

(7) Height

The maximum height of a principle building shall not exceed 9 metres

8.49.4 Accessory Buildings and Accessory Structures

- (1) Shall not exceed 4.5 m in *height*.
- (2) Shall have a total *building area* not exceeding 50 m² or 10% of the *rear yard*, whichever is greater.
- (3) Shall be permitted in the *side* and *rear yard* provided they shall conform to all relevant siting regulations of this bylaw.
- (4) Shall be permitted at the front of a principal *residence* provided they shall conform to all relevant siting regulations of this bylaw.
- (5) Shall not be located within 1.5 m from the side or rear *lot line* except where the side or *rear yard* flanks a *street*, excluding a lane, in which case the minimum *yard* distance shall be 4.5m. Within the CD-23B area the minimum interior side yard setback shall be 1.0 metres.

8.49.5 Off-Street Parking

Off-street parking shall be provided and maintained in accordance with the requirements of Division 7 of this bylaw. No more than 50% of any *yard* area or frontage on a *street* or lane shall be used for off-*street* parking.

Schedule A



- (b) That part of Lot 2, District Lot 138, Comox District, Plan 14210; Lot 1, District Lot 138, Comox District, Plan 40239 and Lot B, District Lot 138, Comox District, Plan 2607, Except that part in Plan 40239 be rezoned from Residential One A Zone (R-1A) to Comprehensive Development Twenty Three Zone (CD-23) and Public Use and Assembly Two Zone (PA-2) as outlined on the plan attached as Attachment A.
 - (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 19th day of November, 2012

Read a second time this 19th 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



LEGEND

	PA-2		EXISTING PROPERTY LINES
	CD-23A		EXISTING CREEK
	CD-23B		PROPOSED PERENNIAL PEDESTRIAN TRAIL
	ANTICIPATED ROAD DEDICATION AREA		

THE CITY OF COURTENAY
ATTACHMENT "A"
 Part of Bylaw No. 2733, 2012
 Amendment to the
 Zoning Bylaw No. 2500, 2007