

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

DATE: August 2, 2016
PLACE: City Hall Council Chambers
TIME: 4:00 p.m.

1.00 ADOPTION OF MINUTES

1. Adopt July 18, 2016 Regular Council meeting minutes

2.00 INTRODUCTION OF LATE ITEMS

3.00 DELEGATIONS

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STAFF REPORTS/PRESENTATIONS

(a) Recreation and Cultural Services

- 1 1. Art Installation at the Courtenay Library

(b) CAO and Legislative Services

(c) Development Services

(d) Financial Services

(e) Engineering Services

(f) Public Works Services

5.00 EXTERNAL REPORTS AND CORRESPONDENCE FOR INFORMATION

6.00 INTERNAL REPORTS AND CORRESPONDENCE FOR INFORMATION

7.00 REPORTS FROM COUNCIL MEMBERS REGARDING CITY RELATED ACTIVITIES INCLUDING REPORTS FROM COUNCIL AND EXTERNAL COMMITTEES

8.00 RESOLUTIONS OF COUNCIL

9.00 UNFINISHED BUSINESS

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From Delegation to the July 18, 2016 Regular Council Meeting

1. Request by Angela Holmes, SD 71 Sustainability Coordinator seeking alternate funding sources to fund the Active Transportation project through SD71 in the amount of \$15,000.

Postponed from the February 1, 2016 Council Meeting

- 11 2. Staff Report - Greenhouse Gas Emission Fuel Pump Labels

10.00 NOTICE OF MOTION

11.00 NEW BUSINESS

12.00 BYLAWS

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For First, Second and Third Reading

- 17 1. "City of Courtenay Tax Exemption 2017 Bylaw No. 2858, 2016"
(to exempt certain lands from taxation for 2017)
- 23 2. "City of Courtenay Churches Tax Exemption 2017 Bylaw No. 2859, 2016"
(to exempt church lands from taxation for 2017)

13.00 ADJOURNMENT



THE CORPORATION OF THE CITY OF COURTENAY

STAFF REPORT

To: Council

File No.: 7960-03

From: Deputy Chief Administrative Officer

Date: August 2, 2016

Subject: Art Installation at the Courtenay branch of the Vancouver Island Regional Library

PURPOSE:

The purpose of this report is to approve an agreement to allow the installation of a suspended art piece over the reception desk at the Courtenay branch of the Vancouver Island Regional Library.

CAO RECOMMENDATIONS:

That based on the August 2, 2016 staff report "Art Installation at the Courtenay branch of the Vancouver Island Regional Library" Council approve OPTION 1 and the attached Service Provider Agreement between the City of Courtenay and Ted Goodden with the date as set out in the Agreement.

Respectfully submitted,

John Ward, CMC
Deputy Chief Administrative Officer

BACKGROUND:

The Courtenay branch of the Vancouver Island Regional Library has been in discussions with local artist, Ted Goodden, to create and display a hanging mobile art work above the reception desk at the library.

Since the library is a lessee of a City building, they request that the City approve of the installation, enter into an agreement with the artist, and ensure that the insurance requirements are met.

DISCUSSION:

The work is referred to as "The Angel Band". It consists of 7 stained glass medallions, each with a diameter of 15 inches, depicting angels playing various musical instruments. The angels will be suspended from wooden dowels and cable wire in three tiers, occupying a hatbox-shaped space with a diameter of 4 feet, and with a vertical dimension approximately the same. It will be suspended from by a hook from the second timber truss inside the main entrance door, in the vicinity of the check-out counter.

Staff feel that the art installation would add to the aesthetics of the library.

FINANCIAL IMPLICATIONS:

The Municipal Insurance Association of BC requires a resolution of Council for the increase in liability insurance by extending coverage to the service provider.

The initial costs include insurance, staff time to oversee installation and a letter of assurance from a structural engineer total \$500.

Ongoing costs will be \$100 for insurance annually for the duration of the agreement. The agreement is 2 years in duration with options to renew in 2 year segments thereafter.

ADMINISTRATIVE IMPLICATIONS:

There will be a contract renewal option for administration staff to process with the artist biennially.

ASSET MANAGEMENT IMPLICATIONS:

The installation of the work will not have negative impacts on the structure of the library. The art piece will be owned by the artist and will be removed upon termination of the contract.

STRATEGIC PRIORITIES REFERENCE:

There are two strategic areas of control that apply:

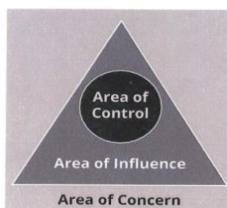
1. Revitalizing our downtown; and
2. Continuing to engage and partner with service organizations for community benefit.

We actively pursue vibrant economic growth

- Revitalizing our downtown is critical to our economic future
- Continue to improve our relationship with business in our community

We invest in our key relationships

- We value and recognize the importance of our volunteers
- We will continue to engage and partner with service organizations for community benefit



- **Area of Control**
The policy, works and programming matters that fall within Council's jurisdictional authority to act.
- ▲ **Area of Influence**
Matters that fall within shared or agreed jurisdiction between Council and another government or party.
- **Area of Concern**
Matters of interest outside Council's jurisdictional authority to act.

OFFICIAL COMMUNITY PLAN REFERENCE:

Not applicable.

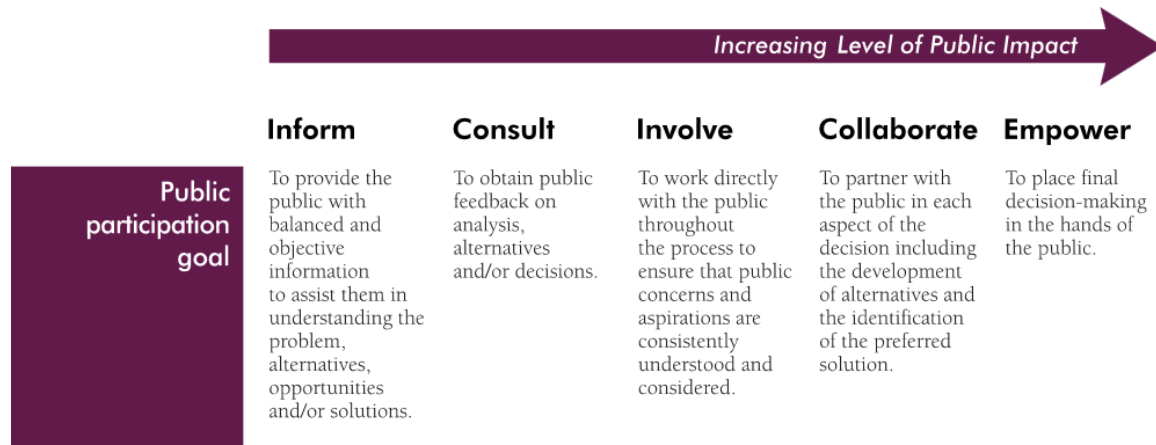
REGIONAL GROWTH STRATEGY REFERENCE:

Not applicable.

CITIZEN/PUBLIC ENGAGEMENT:

No public consultation is required; however based on the the *IAP2 Spectrum of Public Participation*, consultation on this project has been executed through collaboration with the City's partners.

The Vancouver Island Regional Library and the Arts Council both provided comment on the appropriateness of this installation and have consulted with their patrons and partners.



OPTIONS:

- OPTION 1: That Council approve the attached Service Provider Agreement between the City of Courtenay and Ted Goodden with the date as set out in the Agreement.
- OPTION 2: That Council not approve the art installation in this location.
- OPTION 3: That Council refer this item back to staff for further consideration.

Prepared by:

Dave Snider MBCSLA
Director of Recreation and Cultural Services

Attachment: Service Provider Agreement

ART INSTALLATION
SERVICE PROVIDER AGREEMENT

THIS AGREEMENT made in this day of , 2016

BETWEEN: THE CORPORATION OF THE CITY OF COURTENAY, a municipal corporation incorporated pursuant to the Community Charter and having its offices at 830 Cliffe Avenue, Courtenay, B.C.V9N 2J7 (the “City”)

AND: Ted Goodden, an individual with mailing address of 5365 Reicken Rd, Hornby Island, BC V0R 1Z0 (the “Artist”)

WHEREAS the Artist has been duly appointed by the Vancouver Island Regional Library, Courtenay Branch (VIRL) and approved by the City for the art work installation known as hereinafter called the Art Work”;

AND WHEREAS this Agreement constitutes the entire agreement between the Parties and it replaces and supersedes all previous written or oral agreements and understandings;

NOW THEREFORE, in consideration of the mutual promises hereinafter set out, the parties hereto mutually undertake and agree as follows:

DEFINITIONS

1. In this Agreement:

- (a) “Art Work” means the final piece of art designed and fabricated by the Artist for display more particularly described in the attached Schedule “A”;
- (b) “Site” means the location where the Art Work is installed, as set out in Schedule “A”.

SCOPE OF WORK

- 2. (a) The Artist shall install the Art Work submitted by the Artist to the City according to the specifications described in the Artist’s Proposal, set out in the attached Schedule “A”;
- (b) Any major changes to the Art Work shall not be made unless first approved in writing by both Parties.
- (c) The Artist shall liaise with all persons engaged in the development of the Site of which the Art Work is to be a part and shall consult with those persons regarding the completion and the installation of the Art Work at the Site.

MATERIALS

- 3. The Artist shall supply or arrange to have supplied at his/her sole cost, risk and expense all materials, labour, plant, machines and supplies necessary for the Art Work including any equipment, services and anchoring devices required for the installation of the Art Work at the Site.

INSPECTIONS

- 4. The City or its employees may visit the Artist to monitor the Art Work as it is being created and the Artist shall permit these visits.

TERM

- 5. The Term of this Agreement shall continue for a period of two (2) years commencing September 1, 2016 and ending August 31, 2018, and shall continue on a year to year basis under the same terms and conditions, subject to termination pursuant to section 20 and removal pursuant to section 25.

COMPLETION OF WORK

6. The Artist shall complete the Art Work and its installation at the Site within four (4) weeks of execution of this Agreement. The installation shall be carried out during a scheduled time confirmed in writing by VIRL and the City.
7. Prior to the execution of this agreement, the Artist shall present to the City in writing for further review and approval in a timely manner any changes the Artist would like to make to the Art Work, concerning scope, design, colour, size, material or texture.

INSTALLATION

8. The Artist shall notify and co-ordinate with the City and other involved parties with the timing and the details of the installation of the Art Work in accordance with timelines set out in subsection 6.
9. The Artist shall be responsible for all matters associated with the transportation of the Art Work to the Site, including scheduling and all associated costs.
10. The Artist shall be responsible for the preparation and installation of the Art Work at the Site and the associated costs save and except the cost of the City's employees, contractors and consultants.
11. The Art Work shall be delivered to the Site in a condition suitable for installation.
12. If the City deems it necessary, the City shall provide a site assessment and installation specification report by a professional engineer at the City's own expense.
13. The Artist shall be responsible for all costs, disbursements and expenses related to the transportation, delivery and installation of the Art Work save and except the cost of the City's employees, contractors and consultants.
14. The Artist shall provide the City with a written Notice of Completed Installation in the form set out in Schedule "B" immediately after the Work has been installed at the Site and approved by a professional engineer pursuant to section 12.
15. In the event that the City provides a notice of deficiency pursuant to section 24 (c), the Artist shall clear the deficiencies within a period of time mutually agreed upon by the parties, which shall not be more than thirty (30) days, and shall provide another Notice of Completed Installation.

PROTECTION AND CLEAN-UP

16. Where necessary during fabrication, transportation and installation of the Art Work and until project hazards are eliminated, the Artist, at his or her own expense, shall apply protective coatings, wrappings or other appropriate measures and materials and remove them when they are no longer required.
17. At the time of installation, the Artist shall, at his or her own expense, keep the Site safe, clean and protected from any danger or hazards to the public.
18. Upon completion of the Art Work, the Artist shall, as soon as practicable and at his or her own expense, remove all waste materials, excess materials, tools, and Artists equipment from the Site.

INSURANCE

19. (a) The Artist agrees and has confirmed to the City that the Artist waives the right to insure the Art Work against all risks of direct physical loss or damage while in transit or at the Site.
- (b) The City shall obtain commercial general liability insurance coverage from the Municipal Insurance Association of British Columbia (MIABC) naming the Artist as an Additional Named Insured entitled to full coverage in the amount of five million dollars (\$5,000,000.00) with respect to third party liability claims arising from the provision of the agreed service. The Artist agrees to carry its own statutory worker's compensation insurance and automobile liability insurance, if appropriate.
- (c) The Service Provider agrees to indemnify, defend and hold harmless the City, its agents, servants, employees, trustees, officers and representatives from any liability, loss or damage which the Local Government may suffer as a result of any claims, demands, costs, actions, causes of actions, or judgments, including legal fees, asserted against or incurred by the Local Government arising out of, during, or as a result of the provision of services outlined in the Agreement except such liability, loss, or damage which is the result of, or arising out of, the sole negligence of the City or that is covered by the MIABC liability insurance policy. The City agrees to be responsible for any and all deductible amounts including any claim expenses incurred and policy premium payments. The City reserves the right to terminate this Agreement and the associated commercial general liability insurance coverage provided to the Artist by the MIABC at any time upon written notification to the Artist of the termination.

TERMINATION RIGHT

20. Either Party reserves the right to terminate this Agreement on advanced thirty (30) day written notice to either Party.

WARRANTY

21. By executing this Agreement, the Artist warrants that the Art Work will be free from failure and deterioration and warrants that it is free of defects in workmanship and material, excluding normal weathering, wear and tear, and abuse, for the Term of this Agreement.

INFORMATION

22. (a) The City shall make reasonable efforts to provide to the Artist the available technical information related to the Site required to carry out the Artist's obligations related to this Agreement.
- (b) The Artist shall perform such testing or information verification as is necessary fully to perform his or her obligations under this Agreement to ensure that the Art Work is created to endure and installed safely.

MAINTENANCE

23. (a) In the event the Art Work is damaged by a third party or other cause or otherwise altered at any time after the City has accepted the Notice of Completed Installation, the City shall, within a reasonable period of time, provide the Artist with a reasonable opportunity to repair the Art Work and /or consult on and supervise any repair, restoration or replacement.
- (b) In the event that the Artist is unavailable as set out in subsection 23 (a), the City shall proceed to undertake the necessary repairs and shall use its best efforts to respect and observe the artistic integrity of the Art Work.

- (c) Upon completion of the installation of the Art Work the Artist shall be responsible for inspecting and maintaining the Art Work and Artist will notify the City if there are any issues or concerns regarding the Art Work installation.

ACCEPTANCE

24. (a) Once the City has received the Notice of Completed Installation from the Artist pursuant to section 14, the City shall immediately inspect the Art Work and shall, within five (5) days of receipt by the City of the Notice of Completed Installation, provide the Artist with the following:
- (i) written notice that the Art Work has been accepted as is (“Notice of Acceptance”); or
 - (ii) a Notice of Deficiency that the Art Work has not been accepted with detailed reasons for non-acceptance.
 - (iii) If the City provides a Notice of Deficiency as set out in clause (24)(c), the Artist shall correct the deficiency to the City’s satisfaction.

RIGHTS OF OWNERSHIP

25. During the term of this agreement the Art Work shall remain the property of the Artist and the Artist shall remove the Art Work at the Artist’s expense save and except assistance provided by City’s employees, within thirty (30) days of receipt of notice of termination of this Agreement.

COPYRIGHT

26. The City shall have the right to reproduce an image or images of the Art Work for non-profit use, public relations and documentation purposes only.

DELAYS

27. If either party is unable to meet any of the timelines imposed by this Agreement that party shall notify the other Party immediately upon becoming aware of the inability.

SUCCESSORS

28. This Agreement shall ensure to the benefit of and be binding upon the Parties, their executors, administrators, successors, heirs, legal representatives and assigns.

SEVERABILITY

29. If any provision in this Agreement or its application to any party or circumstances is for any reason restricted, prohibited or unenforceable, such provision shall be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions which shall remain in full force and effect.

SCHEDULE "A"

Site: Vancouver Island Regional Library, Courtenay Branch located at 300-6th Street, Courtenay BC V9N 9V9



IMAGE 1.



IMAGE 2

The art work, referred to here as "The Angel Band", consists of 7 stained glass medallions, each with a diameter of 15 inches, depicting angels playing various musical instruments. The angels will be suspended from wooden dowels and cable wire in three tiers, occupying a hatbox-shaped space with a diameter of 4 feet, and with a vertical dimension approximately the same. The art work weighs 50 pounds and will be suspended from a sturdy hook drilled into an overhead timber adjacent to the check-out counter in the entranceway to the library.

The mobile will be hung so that its lowest tier is at least 10 feet from floor level. The mobile occupies a hat box-shaped volume of space, about eight feet deep, with a diameter of 8 feet.

SCHEDULE “B”

NOTICE OF COMPLETED INSTALLATION

I, Ted Goodden, give notice to the City of Courtenay that I have satisfactorily completed the installation of the Art Work called “The Angel Band” located at Vancouver Island Regional Library, Courtenay Branch located at 300-6th Street, Courtenay BC V9N 9V9.

Further, I have clear title to the Art Work.

Dated this _____ day of _____, 2016



STAFF REPORT

To: Council
From: Chief Administrative Officer
Subject: Greenhouse Gas Emission Fuel Pump Labels

File No.: 650-20
Date: February 1, 2016

PURPOSE:

The purpose of the report is to provide Council with options and implications of implementing Greenhouse Gas Emission labels on fuel pumps at gas stations in the City of Courtenay.

CAO RECOMMENDATIONS:

That, based on the February 1, 2016 staff report, "Greenhouse Gas Emission Fuel Pump Labels", Council provide direction to staff regarding the implementation of Greenhouse Gas Emission fuel pump labels and associated amendments to the City's Business Licence Bylaw based on options provided in this report.

Respectfully submitted,

David Allen, BES, CLGEM, SCLGM
Chief Administrative Officer

BACKGROUND:

On September 14, 2015, Matt Hulse, Campaign Director for "Our Horizon" made a presentation regarding gas pump information labels. He requested that Council support the resolution at the upcoming UBCM and implement the labels in the City of Courtenay.

At the UBCM Convention held in September 2015, the following resolution was endorsed:

***B112 Warning Labels for all Fossil Based Liquid Fuels
Endorsed as Amended***

Therefore be it resolved that UBCM support, and that member local governments will implement, where possible, legislation to require retailers of petroleum products to provide plastic sleeves (nozzle toppers) with warning labels on pump handles for all fossil based liquid fuels.

At its regular meeting held October 13, 2015 Council passed the following resolution:

"That Council request a report from staff on the costs and options and implications of implementing gas pump information labels in the City of Courtenay."

DISCUSSION:

The City of North Vancouver (CNV) is implementing a Greenhouse Gas Fuel pump label program for its 6 gas stations. For comparison, the City of Courtenay has 13 gas stations within its boundaries.

City of Courtenay staff have recently been in contact with CNV staff in attempt to gather information on the costs, implications and procedures for the program. The CNV will be developing its own labels in house to provide to the gas stations, and cover the cost of the labels and staff time to implement. Costs to implement the program have not been determined; but costs are estimated to be a few hundred dollars per year for maintenance and replacement.

If Council resolves to proceed with the bylaw amendment, staff are suggesting following wording similar to the City of North Vancouver (reflecting the appropriate City position) as follows:

“Greenhouse Gas Emissions Labels for Gas Pumps” means a legible and conspicuous label affixed to each pump or pump nozzle used to dispense gasoline or other motor fuel to the public. The Greenhouse Gas Emissions Labels will contain a statement, approved by the Director, Community Development, to encourage the public to make choices that reduce greenhouse gas emissions and to increase general awareness of climate change.

Every operator of a Gasoline Station is required to post or cause to be posted on each pump or pump nozzle used to dispense gasoline or other motor fuel to the public, a legible and conspicuous Greenhouse Gas Emissions Label that has been approved by the Director, Community Development.”

In addition, if the initiative proceeds, staff would recommend an amendment to the Municipal Ticket Information Bylaw No. 2435, 2008 to allow the issuance of fines for failing to comply with the gas pump information bylaw.

Staff believe it would be most cost effective for the City of Courtenay to create and provide the labels; rather than requiring gas stations to purchase them. This will hopefully require less enforcement effort in the future.

Another option would be to simply purchase the labels from “Our Horizon” and provide them to the gas stations.

FINANCIAL IMPLICATIONS:

Financial implications to the City for development and purchase of the labels are not known at this time; however they are estimated to cost approximately \$1000. Ongoing costs for maintenance and replacement are not anticipated to be significant.

ADMINISTRATIVE IMPLICATIONS:

Development and/or purchase of the labels would be coordinated through the City’s Communications staff in the Legislative Services Department. Administrative implications are not expected to be significant.

Administration of the Business Licence Bylaw is included in the general statutory duties of the Legislative Services Department (Bylaw Enforcement) work plan.

ASSET MANAGEMENT IMPLICATIONS:

None.

STRATEGIC PRIORITIES REFERENCE:

Not referenced.

OFFICIAL COMMUNITY PLAN REFERENCE:

Section 10 of the Official Community Plan contains goals and objectives towards reduced community greenhouse gases. The addition of climate change labels on gas pumps fits with the overarching goals to address climate change and energy efficiency.

REGIONAL GROWTH STRATEGY REFERENCE:

The Regional Growth Strategy contains the following objective - Objective 8-B: Reduce GHG emissions created by the on-road transportation sector. The addition of climate change labels on gas pumps is consistent with this objective.

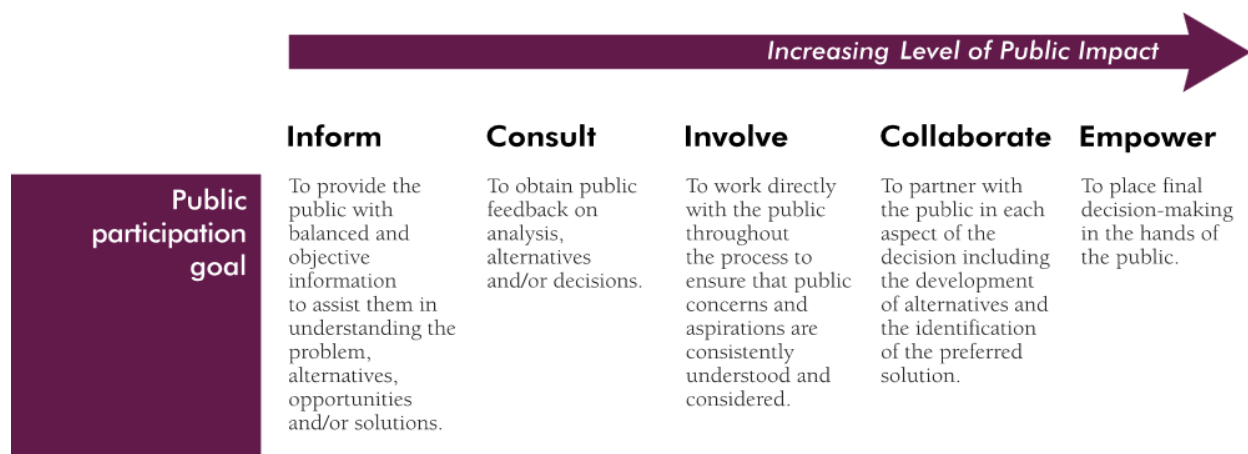
CITIZEN/PUBLIC ENGAGEMENT:

Public notice is required for changes to the Business Licence Bylaw pursuant to section 59 of the *Community Charter*:

- 59 (2) *Before adopting a bylaw under subsection (1) or section 8 (6) [business regulation], a council must*
- (a) give notice of its intention in accordance with subsection (3), and*
 - (b) provide an opportunity for persons who consider they are affected by the bylaw to make representations to council.*
- (3) *Notice required under subsection (2) (a) may be provided in the form and manner, at the times and as often as the council considers reasonable.*

Council would consult the public based on the IAP2 Spectrum of Public Participation:

http://c.ymcdn.com/sites/www.iap2.org/resource/resmgr/imported/IAP2%20Spectrum_vertical.pdf



OPTIONS:

- Option 1: That Council direct staff to draft amendments to the Business Licence Bylaw No. 2523, 2008 requiring gas stations to place Greenhouse Gas Emission information labels on all fuel pumps.
- Option 2: That Council not take any action at this time regarding fuel pump Greenhouse Gas Emission information labels.
- Option 3: That Council direct staff to seek other options or conditions regarding Greenhouse Gas Emission fuel pump information labels.

Prepared by:



John Ward, CMC
Director of Legislative Services

Attachments:

1. *City of North Vancouver Bylaw No. 8437.*

THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 8437

A Bylaw to amend “Business Licence Bylaw, 2004, No. 7584”

The Council of The Corporation of the City of North Vancouver, in open meeting assembled, enacts as follows:

1. This Bylaw shall be known and cited for all purposes as “**Business Licence Bylaw, 2004, No. 7584, Amendment Bylaw, 2015, No. 8437**” (**Greenhouse Gas Emissions Labels for Gas Pumps**).
2. “Business Licence Bylaw, 2004, No. 7584”, is hereby amended as follows:
 - A. In **PART 3. INTERPRETATION**, add the following:

335A Gasoline Station

“Gasoline Station” means a premise where gasoline, diesel fuel or other motor fuels derived from petroleum are sold to the public.

335B Greenhouse Gas Emissions Labels for Gas Pumps

“Greenhouse Gas Emissions Labels for Gas Pumps” means a legible and conspicuous label affixed to each pump or pump nozzle used to dispense gasoline or other motor fuel to the public. The Greenhouse Gas Emissions Labels will contain a statement, approved by the Director, Community Development, to encourage the public to make choices that reduce greenhouse gas emissions and to increase general awareness of climate change.”

- B. In **PART 3. INTERPRETATION**, renumber as follows:

335A Group Child Care Facility to 335C Group Child Care Facility

- C. In **PART 5. GENERAL REGULATIONS**, add the following:

511.1 Greenhouse Gas Emissions Labels for Gas Pumps

Every operator of a Gasoline Station is required to post or cause to be posted on each pump or pump nozzle used to dispense gasoline or other motor fuel to the public, a legible and conspicuous Greenhouse Gas Emissions Label that has been approved by the Director, Community Development.”

D. In **PART 5. GENERAL REGULATIONS**, renumber as follows:

“511.1 Group Child Care Facility to 511.2 Group Child Care Facility”

READ a first time by the Council on the 20th day of July, 2015.

READ a second time by the Council on the 16th day of November, 2015.

READ a third time and passed by the Council on the 16th day of November, 2015.

ADOPTED by the Council, signed by the Mayor and City Clerk and affixed with the Corporate Seal on the 23rd day of November, 2015.

“Darrell R. Mussatto”

MAYOR

“Karla D. Graham”

CITY CLERK

CITY OF COURTENAY

BYLAW REFERENCE FORM

BYLAW TITLE

City of Courtenay Tax Exemption 2017 Bylaw No.2858, 2016

REASON FOR BYLAW

To exempt from taxation for 2017, the land and improvements for the following new applicants as follows:

- 1455 Cliffe Avenue, John Howard Society of North Island 40%
- 1465 Grieve Avenue, L'Arche Comox Valley (additional location) 40%
- 625 England Avenue, Comox Valley Transition Society (new location) 40%
- #4-204 Island Highway North, Comox Valley Pregnancy Care Centre (new location) 40%

STATUTORY AUTHORITY FOR BYLAW

Section 224 of the *Community Charter*

OTHER APPROVALS REQUIRED

STAFF COMMENTS AND/OR REPORTS

Statutory Advertising required prior to final adoption of bylaw.

OTHER PROCEDURES REQUIRED

August 2nd, 2016

B. Parschauer
Staff Member

THE CORPORATION OF THE CITY OF COURTENAY

BYLAW NO. 2858

A bylaw to exempt certain lands and improvements from taxation for the year 2017

WHEREAS the Council of the Corporation of the City of Courtenay deems that land and improvements described herein meet the qualifications of Section 224 of the *Community Charter*;

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 "**Tax Exemption 2017 Bylaw No. 2858, 2016**".
2. The following properties are hereby exempt from taxation for land and improvements to the extent indicated for the year 2017:

| FOLIO | LEGAL DESCRIPTION | CIVIC ADDRESS | REGISTERED OWNER/LESSEE | PERCENTAGE EXEMPTION |
|-------------------------------|--|--|--|--|
| 49.000 | LOT 41, SECTION 61, CD, PLAN 311 | 280 – 4 TH STREET | EUREKA SUPPORT SOCIETY | 100% |
| 112.000 | PARCEL A OF LT 124&125 DD, PLAN 80170N, SECTION 61, CD, EXCEPT PLAN 472BL OF L PID 004-863-682 | 243-4 TH STREET | BOYS AND GIRLS CLUBS OF CENTRAL VANCOUVER ISLAND (LEASED FROM CITY OF COURTENAY) | 100% OF THE ASSESSMENT ALLOCATED TO THE SPACE LEASED BY THE LESSEE |
| 122.000 | LOT 1, PLAN 40587 | 367 CLIFFE AVENUE | ROYAL CANADIAN LEGION | 100% |
| 1650.000 | LOT 16, PLAN 5618 | 101 ISLAND HIGHWAY | | |
| 163.000 164.000 165.000 | LOTS 14, 17, 18, 21, 22 SECTION 61, CD, PLAN 1517 | 237 – 3 RD STREET 243 – 3 RD STREET 255 – 3 RD STREET | COMOX VALLEY CHILD DEVELOPMENT ASSOCIATION | 100% |
| 348.000 | LOT 15, SECTION 61, CD, PLAN 4906 | 543 – 6 TH STREET | ALANO CLUB OF COURTENAY | 100% |
| 400.000 | LOT A, SECTION 61, CD, PLAN 18979 | A1-310 8 TH STREET | CITY OF COURTENAY (LEASED FROM WEST ISLAND CAPITAL CORP) | 100% OF THE ASSESSMENT ALLOCATED TO THE SPACE LEASED BY THE LESSEE |
| 513.000 | LOT A, DL 127, CD, PLAN 7719 | 755 HARMSTON AVENUE | OLD CHURCH THEATRE SOCIETY | 100% |

| FOLIO | LEGAL DESCRIPTION | CIVIC ADDRESS | REGISTERED OWNER/LESSEE | PERCENTAGE EXEMPTION |
|----------------------------------|--|---|--|----------------------|
| 750.020 | LOT 1, DL 127, CD, PLAN VIP62285 | 641 MENZIES AVENUE | COMOX VALLEY RECOVERY CENTRE SOCIETY | 100% |
| 1037.000 | LOTS 1 AND 2, SECTION 41, CD, PLAN 3930 | 1415 CLIFFE AVENUE | COMOX VALLEY FAMILY SERVICES ASSOCIATION | 100% |
| 1494.000 1494.010 1494.050 | LOT A, SECTION 6 AND 8, CD, PLAN 35008 LOT 1 AND 2, SECTION 6 AND 8, CD, PLAN 2849, EXCEPT PLAN 35008 | 2450 BACK ROAD 2470 BACK ROAD | GLACIER VIEW LODGE SOCIETY | 100% |
| 1960.300 | LOT A PLAN 15464 | SANDPIPER DRIVE | THE NATURE TRUST OF BRITISH COLUMBIA | 100% |
| 2016.007 | LOT 7, PLAN 27200 | 1571 BURGESS ROAD | STEPPING STONES RECOVERY HOUSE FOR WOMEN (LEASE) | 100% |
| 2200.044 | LOT 3, DL 138, CD, PLAN 20288 | 2564 CUMBERLAND ROAD | COURTENAY & DISTRICT HISTORICAL SOCIETY IN TRUST | 100% |
| 3200.072 | LOT A, SECTION 18, CD, PLAN 12735 | 4835 HEADQUARTERS RD | COMOX VALLEY CURLING CLUB | 100% |
| 750.100 | LOT 1, PLAN VIP 62247 | 994 – 8 TH ST | ST JOHN THE DEVINE ABBEYFIELD HOUSE SOCIETY | 75% |
| 757.000 757.001 758.000 | LOT A, BLOCK 2, PLAN 1951 LOT A, BLOCK 2, PLAN 1951 EXCEPT PLAN 4288 & 4941 LOT A&B, PLAN 16907 | 1051 – 8 TH STREET 1061 – 8 TH STREET 635 PIDCOCK AVE | COMOX VALLEY KIWANIS VILLAGE SOCIETY | 75% |
| 1286.045 | LOT 8, BLOCK 3, PLAN 16252 | 534 – 19 TH STREET | L'ARCHE COMOX VALLEY | 75% |

| FOLIO | LEGAL DESCRIPTION | CIVIC ADDRESS | REGISTERED OWNER/LESSEE | PERCENTAGE EXEMPTION |
|--------------|--|---------------------------------|--|--|
| 34.000 | LOT 2, SECTION 61, CD, PLAN 20159 PID 003-698-254 | 231 6 TH STREET | COURTENAY ELKS' LODGE #60 OF THE BENEVOLENT AND PROTECTIVE ORDER OF THE ELKS' OF CANADA | 40% |
| 166.000 | LOT 8 PLAN 2834 PID 003-451-941 | 267 3 RD STREET | COMOX VALLEY CHILD DEVELOPMENT ASSOCIATION | 40% |
| 459.000 | LOT B, PLAN 20211 PID 003-519-376 | 956 GRIEVE AVENUE | UPPER ISLAND WOMEN OF NATIVE ANCESTRY | 40% |
| 170.002 | LOT A, SECTION 61, DL 15, PLAN 54105 PID 017-752-141 | 280 2 ND STREET | COMOX VALLEY TRANSITION SOCIETY (LEASED FROM FOUR PAWS INVESTMENTS LTD.) | 40% |
| 1516.004 | LOT 4, SECTION 14, CD, PLAN 30419 PID 000-150-541 | 464 PUNTLEDGE RD | CANADIAN RED CROSS SOCIETY (LEASED FROM 660511 BC LTD) | 40% OF THE ASSESSMENT ALLOCATED TO THE SPACE LEASED BY THE LEASEE |
| 1960.004 | LOT B, SECTION 67, CD, PLAN 33851 PID 000-262-170 | #8, 468 29 TH STREET | THE GOVERNING COUNCIL OF THE SALVATION ARMY IN CANADA (LEASED FROM NOORT DEVELOPMENT LTD) | 40% OF THE ASSESSMENT ALLOCATED TO THE SPACE LEASED BY THE LEASEE |
| 1960.006 | LOT C, SECTION 67, CD, PLAN 33851 PID 000-217-158 | 2966 KILPATRICK AVE | AARON HOUSE MINISTRIES (LEASED FROM NOORT DEVELOPMENT LTD) | 40% OF THE ASSESSMENT ALLOCATED TO THE SPACE LEASED BY THE LEASEE |
| 2024.009 | LOT 2 PLAN VIP53672 PID 017-650-097 | 1755 13 TH STREET | HABITAT FOR HUMANITY VANCOUVER ISLAND NORTH SOCIETY | 40% OF THE ASSESSMENT ALLOCATED TO THE SPACE USED FOR ADMINISTRATION OFFICES |

| FOLIO | LEGAL DESCRIPTION | CIVIC ADDRESS | REGISTERED OWNER/LESSEE | PERCENTAGE EXEMPTION |
|-----------------|---|------------------------------|---|--|
| 2091.136 | LOT 4, DL 230, CD, PLAN VIP57822 PID 018-564-381 | 2398 ROSEWALL CRESCENT | SALTWATER EDUCATION SOCIETY (LEASED FROM SPACIAL HOLDINGS INC) | 40% OF THE ASSESSMENT ALLOCATED TO THE SPACE LEASED BY THE LEASEE |
| 3200.032 | LOT A, SECTION 18, CD, PLAN VIP 75369 PID 025-673-017 | 4729 HEADQUARTERS RD | YOUTH FOR CHRIST COMOX VALLEY | 40% OF THE ASSESSMENT – EXCLUDING CARETAKER RESIDENTIAL SPACE |
| 1113.000 | LOT 19, SECTION 41, DL 15, PLAN 9230, PID 005-583-314 | 1465 GRIEVE AVENUE | L'ARCHE COMOX VALLEY | 40% |
| 409.000 | LOT A, SECTION 61, DL 15, PLAN 1674, PID 001-159-526 | 625 ENGLAND AVENUE | COMOX VALLEY TRANSITION SOCIETY | 40% |
| 1577.018 | LOT 4, SECTION 16, CD, PLAN VIS2269 | #4 - 204 ISLAND HWY N | COMOX VALLEY PREGNANCY CARE CENTRE | 40% |
| 1038.000 | LOT A, SECTION 41, CD, PLAN VIP 60527, PID 023-021-128 | 1455 CLIFFE AVENUE | JOHN HOWARD SOCIETY OF NORTH ISLAND (LEASED FROM LUCK'S DENTAL LABORATORY LTD) | 40% OF THE ASSESSMENT ALLOCATED TO THE SPACE LEASED BY THE LEASEE |

Read a first time this day of 2016

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Read a third time this day of 2016

Finally passed and adopted this day of

Mayor

Director of Legislative Services

CITY OF COURTENAY

BYLAW REFERENCE FORM

BYLAW TITLE

City of Courtenay Churches Tax Exemption 2017 Bylaw No.2859, 2016

REASON FOR BYLAW

To exempt from taxation for 2017, the land surrounding the church building and building footprint, except for that portion of lands used in residential or commercial use.

STATUTORY AUTHORITY FOR BYLAW

Section 224 of the *Community Charter*

OTHER APPROVALS REQUIRED

As per the reports presented to City Council on July 18th, 2016.

STAFF COMMENTS AND/OR REPORTS

Statutory Advertising required prior to final adoption of bylaw.

OTHER PROCEDURES REQUIRED

August 2nd, 2016

B. Parschauer
Staff Member

THE CORPORATION OF THE CITY OF COURTENAY

BYLAW NO. 2859

A bylaw to exempt certain lands and improvements, set apart for public worship, from taxation for the year 2017

WHEREAS the Council of the Corporation of the City of Courtenay deems that land and improvements described herein meet the qualifications of Section 220 of the *Community Charter*;

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 "**Churches Tax Exemption 2017 Bylaw No. 2859, 2016**".
2. Pursuant to Section 224(2)(a)(f)(g) of the *Community Charter*, the following properties on which a church hall or facility is situated, the land on which such a hall stands, the remaining area of land surrounding the building set apart for public worship, and the remaining area of land surrounding the exempted building, exempted hall, or both, are hereby exempted from taxation for land and improvements to the extent indicated for the year 2017 *except for that portion of the property used for residential or commercial purposes*:

| | FOLIO | LEGAL DESCRIPTION | CIVIC ADDRESS | REGISTERED OWNER | PERCENTAGE EXEMPTION |
|----|----------|--|--|--|---|
| 1. | 143.000 | LOT AM 11, SECTION 61, CD, PLAN 33854N | 467 – 4 TH STREET | GRACE BAPTIST CHURCH OF THE COMOX VALLEY | 100% |
| 2. | 313.100 | LOT 1, SECTION 62, CD, PLAN VIP 74608 | 591 – 5 TH STREET | ANGLICAN SYNOD DIOCESE OF B.C. | 100% |
| 3. | 336.000 | LOT 7, SECTION 61, CD, PLAN 4906 | 505 FITZGERALD AVENUE | CENTRAL EVANGELICAL FREE CHURCH | 100% |
| 4. | 341.000 | AMENDED LOT 1, PLAN 55886N, SECTION 61 CD, PLAN 4906 | 566 – 5 TH STREET | ELIM GOSPEL CHAPEL TRUSTEES | 100% |
| 5. | 342.000 | LOTS 3 & 4, BLOCK 6, CD, PLAN 472B | 576 – 5 TH STREET | ELIM GOSPEL CHAPEL TRUSTEES | 50.63% OF THE ASSESSED VALUE OF LAND ONLY |
| 6. | 346.000 | LOTS 10,11,12, AND 13, SECTION 61, CD, PLAN 4906 | 505 – 6 TH STREET | ST. GEORGES CHURCH | 100% |
| 7. | 618.220 | LOT 1, DL 118, CD, PLAN VIP 73074 | 2201 ROBERT LANG DRIVE | RIVER HEIGHTS CHURCH SOCIETY | 100% |
| 8. | 1074.050 | LOT A, PLAN 54316P, SECTION 41, CD, PLAN 7449 | 1580 FITZGERALD AVENUE 1590 FITZGERALD AVENUE | GOVERNING COUNCIL SALVATION ARMY CANADA WEST | 100% |

| | FOLIO | LEGAL DESCRIPTION | CIVIC ADDRESS | REGISTERED OWNER | PERCENTAGE EXEMPTION |
|-----|----------|---|--------------------------------|---|---|
| 9. | 1166.000 | LOT A, PLAN 121193ER, SECTION 41, CD, FORMERLY LOTS 32 & 33, CD, PLAN 10725 | 771 – 17 TH STREET | TRUSTEES LUTHERAN CHURCH | 100% |
| 10. | 1211.004 | LOT 4, SECTION 68, CD, PLAN 14176 | 1814 FITZGERALD AVE | VALLEY UNITED PENTACOSTAL CHURCH OF BC | 100% |
| 11. | 1524.102 | LOT B, SECTION 15, CD, PLAN 54793 EXCEPT PLANS 14713, 36414, 51121 | 1599 TUNNER DRIVE | BISHOP OF VICTORIA, CHRIST THE KING CATHOLIC CHURCH | 100% |
| 12. | 1594.000 | LOT 16, SECTION 16, CD, PLAN 7037 EXCEPT PLAN 44368 | 1581 DINGWALL RD | TRUSTEES OF THE KINGDOM HALL OF JEHOVAH WITNESS | 100% |
| 13. | 1691.030 | LOT 1, SECTION 17, CD, PLAN VIP 79479 | 4660 HEADQUARTERS ROAD | SEVENTH DAY ADVENTIST CHURCH | 100% |
| 14. | 1691.044 | LOT 2, SECTION 17, CD, PLAN VIP 61425 | 4634 ISLAND HWY | ANGLICAN SYNOD DIOCESE OF BC | 100% |
| 15. | 1691.046 | LOT 3, SECTION 17, CD, PLAN VIP 61425 | 1514 DINGWALL ROAD | ANGLICAN SYNOD DIOCESE OF BC | 100% |
| 16. | 2005.000 | LOT 12, DL 96 & 230, CD, PLAN 1406 | 1901 – 20 TH STREET | LDS CHURCH | 100% EXCEPT THAT PART ASSESSED FOR SCHOOL USE |
| 17. | 2017.034 | LOT 1, DL 96, CD, PLAN VIP 59504 | 1640 BURGESS RD | FOURSQUARE GOSPEL CHURCH OF CANADA | 100% |
| 18. | 2200.088 | LOT A, PLAN 27596 | 2963 LAKE TRAIL ROAD | COURTENAY BAPTIST CHURCH | 100% |

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