

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

*We respectfully acknowledge that the land on which we gather is the  
unceded traditional territory of the K'ómoks First Nation*

**DATE:** November 19, 2018  
**PLACE:** City Hall Council Chambers  
**TIME:** 4:00 p.m.

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**K'OMOKS FIRST NATION ACKNOWLEDGEMENT**

**1.00 ADOPTION OF MINUTES**

- 1 1. Adopt October 15<sup>th</sup>, 2018 Regular Council meeting minutes
- 9 2. Adopt November 5<sup>th</sup>, 2018 Regular Council meeting minutes

**2.00 INTRODUCTION OF LATE ITEMS**

**3.00 DELEGATIONS**

- 1. Maurita Prato, Executive Director, LUSH Valley - LUSH Valley's Services and recent Share the Harvest Community Garden event
- 17 2. Charlene Gray, Senior Manager, Comox Valley Daycare Society
- 3. James Taylor and Wanda MacMillan, Glacier View Lodge

**4.00 STAFF REPORTS/PRESENTATIONS**

**(a) CAO/Legislative Services**

- 19 1. Courtenay Fire Protection District Fire Services Agreement
- 29 2. 2018 Election Results

**(b) Recreation and Cultural Services**

- 33 3. Fees and Charges Amendment Recreation Facility Rental and User Fees Bylaw No. 2947, 2018
- 37 4. Courtenay Airpark Floatplane Ramp Licence of Occupation
- 83 5. Park Cafe Lease

**(c) Development Services**

- 105 6. CVRD Referral for Acceptance - Regional Growth Strategy Bylaw Amendment
- 117 7. Development Permit with Variances No. 1823 - 911 Braidwood Road
- 129 8. Development Permit with Variances No. 1814 - 344 and 356 12<sup>th</sup> Street
- 153 9. Heritage Clocks Refurbishment
- 179 10. Development Cost Charge Reserve Fund Expenditure Bylaw 2945 and Council Policy on DCC Credits and Refunds

**(d) Financial Services**

- 185 11. Audit Service Plan for Year Ending December 31, 2018

**5.00 EXTERNAL REPORTS AND CORRESPONDENCE FOR INFORMATION**

**6.00 INTERNAL REPORTS AND CORRESPONDENCE FOR INFORMATION**

- 201 1. Heritage Advisory Commission Meeting Minutes September 26, 2018

**7.00 REPORTS/UPDATES FROM COUNCIL MEMBERS INCLUDING REPORTS FROM COMMITTEES**

**8.00 RESOLUTIONS OF COUNCIL**

**9.00 UNFINISHED BUSINESS**

**10.00 NOTICE OF MOTION**

**11.00 NEW BUSINESS**



**12.00 BYLAWS**

**For First, Second and Third Reading**

- 205 1. “Development Cost Charge Reserve Fund Expenditure Bylaw No. 2945, 2018”  
(A bylaw to permit the deposit of funds collected into separate reserves for each purpose for which development cost charges are imposed)
- 263 2. “Fees and Charges Amendment Recreation Facility Rental and User Fees Bylaw No. 2947, 2018”  
(A bylaw to amend Fees and Charges Bylaw No. 1673, 1992 to increase Recreation Facility Rental and User Fees)

**For Final Adoption**

- 273 1. “Business Licence amendment Bylaw No. 2942, 2018”  
(A bylaw to include regulations related to cannabis production and retail sales)
- 275 2. “Development Cost Charge Reserve Fund Expenditure Bylaw No. 2943, 2018”  
(A bylaw to authorize expenditures from the Highway Facilities Development Cost Charge reserve fund)

**13.00 ADJOURNMENT**

**NOTE:** There is a Public Hearing scheduled for 5:00 p.m. in relation to:  
Bylaw No. 2931 - Zoning Amendment (4100 Fraser Road) to allow a 26 lot single residential subdivision



**Minutes of a Regular Council Meeting held in the City Hall Council Chambers, Courtenay B.C., on Monday, October 15, 2018 at 4:00 p.m.**

**Attending:**

**Mayor: L. V. Jangula**  
**Councillors: E. Eriksson**  
**D. Frisch**  
**D. Hillian**  
**R. Lennox**  
**B. Wells**  
**M. Theos**

**Staff:**

**D. Allen, CAO**  
**J. Ward, Director of Legislative and Corporate Services/Deputy CAO**  
**W. Sorichta, Manager of Legislative & Corporate Administrative Services**  
**I. Buck, Director of Development Services**  
**T. Kushner, Director of Public Works Services**  
**J. Nelson, Director of Financial Services**  
**D. Snider, Director of Recreation and Cultural Services**  
**A. Guillo, Manager of Communications**  
**R. Reid, Manager of Human Resources**

**1.00 ADOPTION OF MINUTES**

**.01** Moved by Wells and seconded by Theos that the October 1<sup>st</sup>,  
MINUTES 2018 Regular Council meeting minutes be adopted.  
**Carried**

**2.00 ADOPTION OF LATE ITEMS**

**3.00 DELEGATIONS**

**4.00 STAFF REPORTS/PRESENTATIONS**

**.01** Mayor Jangula presented a Certificate of Appreciation to Ken MacLeod  
CERTIFICATE OF in recognition and appreciation of his community service within the City  
APPRECIATION of Courtenay and the Comox Valley.  
KEN MACLEOD  
0330-01

**The council meeting recessed at 4:15 p.m.**  
**The meeting reconvened at 4:18 p.m.**

**R20/2018 – October 15, 2018**

**.02**  
APPOINTMENTS TO  
THE PARKS AND  
RECREATION  
ADVISORY  
COMMISSION  
0550-20 – PRAC

Moved by Frisch and seconded by Hillian that based on the October 15<sup>th</sup>, 2018 staff report, “Appointments to the Parks and Recreation Advisory Commission”, Council approve OPTION 1 and receive the September Parks and Recreation Advisory Commission minutes and appoint Tom Demeo, and Michael Lynch to the commission.  
**Carried**

**.03**  
KUS KUS SUM  
EXTENSION OF  
MEMORANDUM OF  
UNDERSTANDING  
(MOU)  
0400-20

Moved by Hillian and seconded by Lennox that based on the October 15<sup>th</sup>, 2018 staff report “Kus Kus Sum Extension of Memorandum of Understanding (MOU)”, Council proceed with OPTION 1 and approve the City signing an extension of the MOU between the City, Project Watershed, and K'omoks First Nation to October 20<sup>th</sup>, 2019.  
**Carried**

**.04**  
CAO PERFORMANCE  
REVIEW AND  
PROFESSIONAL  
DEVELOPMENT  
POLICY  
2730-00

Moved by Wells and seconded by Theos that based on the October 15<sup>th</sup>, 2018 staff report, “CAO Performance Review and Professional Development Policy”, Council approve the proposed CAO Performance Review and Professional Development Policy #2730.00.02.  
**Carried**

**.05**  
BUSINESS LICENCE  
AMENDMENT BYLAW  
NO. 2942 TO INCLUDE  
CANNABIS  
REGULATIONS  
4320-20

Moved by Lennox and seconded by Wells that based on the October 15<sup>th</sup>, 2018 staff report, “Business Licence Amendment Bylaw No. 2942, to include cannabis regulations”, Council approve OPTION 1 and proceed to first, second and third readings of Business Licence Amendment Bylaw No 2942, 2018; and

That Council direct staff to arrange for the required statutory advertising regarding “Business Licence Amendment Bylaw No. 2942, 2018” prior to considering its final adoption.

**Carried**

**.06**  
DEVELOPMENT COST  
CHARGE RESERVE  
FUND EXPENDITURE  
BYLAW 2943 FOR  
SOUTHWINDS  
DEVELOPMENT CORP.  
3150-01

Moved by Frisch and seconded by Lennox that based on the October 15<sup>th</sup>, 2018 staff report, “Development Cost Charge Reserve Fund Expenditure Bylaw 2943 for Southwinds Development Corp.”, Council proceed to first, second and third readings of Bylaw 2943.

**Carried**

**.07**  
ZONING AMENDMENT  
BYLAW NO. 2931 -  
4100 FRASER ROAD  
3360-20-1808

Moved by Frisch and seconded by Theos that based on the October 15<sup>th</sup>, 2018 staff report ‘Zoning Amendment Bylaw No. 2931 - 4100 Fraser Road’ Council approve OPTION 1 and proceed to first and second readings of Zoning Amendment Bylaw No. 2931, 2018;

That Council direct staff to schedule and advertise a statutory public hearing with respect to the above-referenced Bylaw on November 19<sup>th</sup> 2018 at 5:00 p.m. in City Hall Council Chambers; and

That prior to final reading of Zoning Amendment Bylaw No. 2931 a covenant be registered on title to secure amenity contributions and the construction of a walkway.

**Carried**

**5.00 EXTERNAL REPORTS AND CORRESPONDENCE FOR INFORMATION**

**6.00 INTERNAL REPORTS AND CORRESPONDENCE FOR INFORMATION**

**.01**  
COMOX VALLEY ART  
GALLERY (CVAG) /  
K’OMOKS FIRST  
NATION CEREMONIAL  
POLE RAISING  
2240-20 CVAG

Moved by Wells and seconded by Lennox that that the October 11<sup>th</sup>, 2018 Memorandum, “Comox Valley Art Gallery / K’omoks First Nation Ceremonial Pole Raising”, be received for information.

**Carried**

**7.00 REPORTS/UPDATES FROM COUNCIL MEMBERS INCLUDING REPORTS FROM COMMITTEES**

COUNCILLOR  
ERIKSSON

Councillor Eriksson reviewed his attendance at the following events:  
➤ Sarah Hagan recital performance and Comox Valley Walk of Achievement inductee  
➤ Trent Freeman the Fretless performance and Comox Valley Walk of Achievement inductee

COUNCILLOR  
HILLIAN

Councillor Hillian reviewed his attendance at the following events:  
➤ Comox Valley Vital Signs launch  
➤ Comox Valley Coalition to End Homeless meeting  
➤ Comox Valley Community Health Network Transition meeting  
➤ Annual Volunteer Appreciation Dinner  
➤ Annual Community Justice Centre volunteer dinner; celebrating their 20<sup>th</sup> anniversary

COUNCILLOR  
THEOS

Councillor Theos reviewed his attendance at the following events:  
➤ Annual Volunteer Appreciation Dinner  
➤ Maple Pool Campground & RV Park Thanksgiving dinner hosted by Jin Lin

COUNCILLOR  
WELLS

Councillor Wells reviewed his attendance at the following events:

- Comox Valley Vital Signs launch
- Comox Valley Coalition to End Homeless meeting
- Lake Trail Middle School Future Plan (Oct 4<sup>th</sup>)
- Comox Strathcona Waste Management Board meeting
- Comox Strathcona Regional Hospital District Board meeting
- Riverwalk Centre Grand Opening
- Annual Volunteer Appreciation Dinner
- Comox Valley Community Foundation Dinner

MAYOR  
JANGULA

Mayor Jangula reviewed his attendance at the following events:

- Annual Volunteer Appreciation Dinner

## **8.00 RESOLUTIONS OF COUNCIL**

**.01**

Moved by Lennox and seconded by Wells that

COUNCILLOR

LENNOX RESOLUTION  
- K'OMOKS FIRST  
NATION

Whereas the City of Courtenay is on unceded traditional territory of the K'omoks First Nation;

RECOGNITION AT  
EVENTS

Therefore may it be recognized as such at civic events and celebrations.  
**Carried**

**.02**

Moved by Hillian and seconded by Wells that

COUNCILLOR HILLIAN  
RESOLUTION - RANDY  
WIWCHAR  
RECOGNITION

Whereas over his numerous years of service Randy Wiwchar was instrumental in shaping many of the programs, facilities, and parks in the City of Courtenay and was involved in initiatives such as the Lewis Centre expansion, 2010 BC Seniors Games, Olympic Spirit events, Sid Williams Theatre and Native Sons Hall renovations, the LINC Youth Centre, Simms Millennium Park and Pavilion, the Rotary Trail, and many other parks, trails and playgrounds; and

Whereas Randy was passionate about serving the residents of the City of Courtenay and the Comox Valley, particularly through projects and programs benefitting youth, and was also the City's liaison with many civic groups and organizations and was a champion for arts and culture in our community; and

Whereas Randy devoted endless hours organizing the 2015 Courtenay Centennial Celebrations, which he considered "a perfect way to end a great career, planning a huge celebration for the City he loved and all the citizens that make Courtenay such a wonderful community"; and

Whereas Randy is deserving of lasting recognition for his exemplary service to our community;

Therefore be it resolved that:

1. the City convey posthumously upon Randy Wiwchar the award of Freedom of the City; and
2. that Council establish the intent to name a City street in Randy's honour; and
3. that staff investigate and report back on the potential for naming a street in the future envisioned cultural precinct of downtown Courtenay "Wiwchar Way".

**Carried**

**Mayor Jangula left Council Chambers at 5:05 p.m.; Acting Mayor Wells took the chair  
Mayor Jangula returned to Council Chambers and took his seat at 5:08 p.m.**

**.03**

COUNCILLOR HILLIAN  
RESOLUTION - 5<sup>TH</sup>  
STREET HYDRO POLE  
PAINTING PROJECT

Moved by Hillian and seconded by Lennox that

Whereas the 5<sup>th</sup> Street Complete Streets project, now nearing completion, will provide a much improved streetscape but without the additional enhancement that would have been achieved through removal of hydro poles; and

Whereas local citizens have suggested a pole painting project to engage neighbourhood residents in a public art initiative to add to the aesthetics of the street;

Therefore, be it resolved that staff investigate the possibility of a 5<sup>th</sup> Street pole painting project to involve neighbourhood residents in turning their hydro poles from an aesthetic liability into a community asset.

**Carried**

## **9.00 UNFINISHED BUSINESS**

## **10.00 NOTICE OF MOTION**

## **11.00 NEW BUSINESS**

**Councillor Lennox left Council Chambers at 5:12 p.m.**

**Councillor Lennox returned to Council Chambers and took her seat at 5:14 p.m.**

## **12.00 BYLAWS**

**.01**

BYLAW NO. 2931,  
2018 ZONING  
AMENDMENT (4100  
FRASER ROAD)

Moved by Wells and seconded by Frisch that "Zoning Amendment Bylaw No. 2931, 2018" pass first and second reading.

**Carried**

**R20/2018 – October 15, 2018**

**.02**  
BYLAW NO. 2942,  
2018, BUSINESS  
LICENCE  
AMENDMENT  
(CANNABIS  
PRODUCTION &  
RETAIL SALES)

Moved by Frisch and seconded by Hillian that “Business Licence Amendment Bylaw No. 2942, 2018” pass first and second reading.  
**Carried**

Moved by Frisch and seconded by Wells that “Business Licence Amendment Bylaw No. 2942, 2018” pass third reading.  
**Carried**

**.03**  
BYLAW NO. 2943,  
2018, DEVELOPMENT  
COST CHARGE  
RESERVE FUND  
EXPENDITURE

Moved by Theos and seconded by Hillian that “Development Cost Charge Reserve Fund Expenditure Bylaw No. 2943, 2018” pass first and second reading.  
**Carried**

Moved by Hillian and seconded by Wells that “Development Cost Charge Reserve Fund Expenditure Bylaw No. 2943, 2018” pass third reading.  
**Carried**

**.04**  
BYLAW NO. 2929,  
2018  
ZONING AMENDMENT  
(911 BRAIDWOOD  
ROAD)

Moved by Wells and seconded by Frisch that “Zoning Amendment Bylaw No. 2929, 2018” be finally adopted.  
**Carried**

**.05**  
BYLAW NO. 2939,  
2018  
TAX EXEMPTION  
2019

Moved by Hillian and seconded by Wells that “Tax Exemption 2019 Bylaw No. 2939, 2018” be finally adopted.  
**Carried**

**.06**  
BYLAW NO. 2940,  
2018  
CHURCHES TAX  
EXEMPTION 2019

Moved by Eriksson and seconded by Frisch that “Churches Tax Exemption 2019 Bylaw No. 2940, 2018” be finally adopted.  
**Carried**

**Councillor Hillian expressed his thanks to Mayor, Council and staff for the past four years working together. Councillor Hillian stated that a significant amount has been accomplished for the City during that time and added that it has been a privilege to serve with all of Council.**







**Minutes of an Inaugural Council Meeting held in the City Hall Council Chambers, Courtenay B.C., on Monday, November 05, 2018 at 4:00 p.m.**

**Attending:**

**Mayor:** B. Wells  
**Councillors:** W. Cole-Hamilton  
D. Frisch  
D. Hillian  
M. McCollum  
W. Morin  
M. Theos

**Staff:** D. Allen, CAO  
J. Ward, Director of Legislative and Corporate Services/Deputy CAO  
W. Sorichta, Manager of Legislative & Corporate Administrative Services  
I. Buck, Director of Development Services  
T. Kushner, Director of Public Works Services  
J. Nelson, Director of Financial Services  
R. O’Grady, Director of Engineering Services  
D. Snider, Director of Recreation and Cultural Services  
D. Bardonnex, Fire Chief  
A. Guillo, Manager of Communications

Chief Nicole Rempel, K’omoks First Nation, delivered a welcoming address and opening remarks to Mayor, Council, staff and the public.

John Ward, Corporate Officer, administered the Oath of Office for the incoming Mayor and Councillors.

**1.00 INAUGURAL ADDRESS**

**.01** Mayor Wells presented his Inaugural Address  
INAUGURAL  
ADDRESS

**2.00 CALL MEETING TO ORDER**

**3.00 MOTION TO ADOPT APPOINTMENTS**

**.01** Moved by Hillian and seconded by Frisch that Council make the  
APPOINTMENTS following City of Courtenay appointments for the period of  
0360-01 / 0550-01 November 05, 2018 to November 2019.

**Comox Valley Regional District**

**Regional District Board of Directors:**

Mayor Bob Wells  
Councillor David Frisch  
Councillor Wendy Morin  
Councillor Doug Hillian

**Alternate Regional District Directors:**

Councillor Will Cole-Hamilton  
Councillor Manno Theos  
Councillor Melanie McCollum

**Voting Strength for City Directors on Regional District Board** (City has eighteen votes):

|                         |         |
|-------------------------|---------|
| Mayor Bob Wells         | 4 votes |
| Councillor Doug Hillian | 5 votes |
| Councillor David Frisch | 5 votes |
| Councillor Wendy Morin  | 4 votes |

**Three Directors to Regional District Sewage Commission** (Three Directors elected to Regional Board to serve):

Councillor David Frisch  
Councillor Wendy Morin  
Councillor Doug Hillian

**Alternates:** Mayor Bob Wells, Councillor Will Cole Hamilton, Councillor Melanie McCollum and Councillor Manno Theos

**Four Directors to Comox Valley Water Committee** (Four Directors elected to Regional Board to serve):

|                         |         |
|-------------------------|---------|
| Mayor Bob Wells         | 1 vote  |
| Councillor Doug Hillian | 2 votes |
| Councillor Wendy Morin  | 2 votes |
| Councillor David Frisch | 2 votes |

**Alternates:** Councillor Will Cole-Hamilton, Councillor Melanie McCollum and Councillor Manno Theos

**Directors or Alternates to attend Comox Strathcona Regional Hospital District Board**

Mayor Bob Wells  
Councillor David Frisch  
Councillor Doug Hillian  
Councillor Will Cole-Hamilton

**Alternates:** Councillor Melanie McCollum, Councillor Wendy Morin and Councillor Manno Theos

**Directors or Alternates to attend Comox Strathcona Waste Management Board**

Mayor Bob Wells  
Councillor David Frisch  
Councillor Doug Hillian  
Councillor Will Cole-Hamilton

**Alternates:** Councillor Melanie McCollum, Councillor Wendy Morin and Councillor Manno Theos

**Court of Revision (Frontage Taxes):**

Councillor Wendy Morin  
Councillor Will Cole-Hamilton  
Councillor Melanie McCollum

**Alternate:** Councillor Manno Theos

**Board of Variance: *On Hold - Requires Staff Report***

**Comox Valley Economic Development Society:**

Councillor Melanie McCollum

**Alternate:** Councillor David Frisch

**Comox Valley Community Justice Society:**

Councillor Doug Hillian

**Alternate:** Councillor Melanie McCollum

**Downtown Courtenay Business Improvement Association:**

Councillor Will Cole-Hamilton

**Alternate:** Councillor Wendy Morin

**Community Drug Strategy Committee and Overdose Working Group):**

Councillor Will Cole-Hamilton

**Alternate:** Councillor Doug Hillian

**Comox Valley Social Planning Society:**

Councillor Wendy Morin

**Alternate:** Councillor Doug Hillian

**Comox Valley Harbour Authority:**

John Ward, Director of Legislative and Corporate Services/Deputy CAO

**Comox Valley Liquid Waste Management Plan (LWMP) Public Advisory Committee (PAC):**

Councillor Will Cole-Hamilton

*(Staff Note: Councillor David Frisch appointed as alternate for the duration of the LWMP planning process per July 16, 2018 Council resolution).*

**Development Industry Working Group:**

Mayor Bob Wells

*(Staff Note: Councillor David Frisch appointed for a 1 year term per June 18, 2018 Council resolution).*

**Integrated Transportation Advisory Committee:**

Councillor David Frisch

**Alternate:** Councillor Melanie McCollum

**Parks and Recreation Advisory Commission:**

Councillor Manno Theos

**Alternate:** Councillor Wendy Morin

**Agricultural Land Review Committee:** *On Hold - Requires Research,*

**Heritage Advisory Commission:**

Lawrence Burns, Ross Dingwall, Julie Fortin, Linda Grant, Deb Griffiths, Judy Hagen, Andrew Ireson, Cliff Piercy

**Sid Williams Theatre Society:**

Darryl Calnan, Heather McFetridge, Marty Douglas, Neil Havers, Tansy Pauls, Bill Anglin, Brian Mather, Naz Dizai

**AD HOC COMMITTEES:**

**Comox Valley Coalition to End Homelessness**

Councillor Doug Hillian

**Alternate:** Councillor Will-Cole Hamilton

**Kus-kus-sum Restoration Project**

Councillor Doug Hillian

**Alternate:** Councillor Wendy Morin

**Comox Valley Accessibility Committee**

Councillor David Frisch

**Alternate:** Councillor Doug Hillian

**Comox Valley Early Years Collaborative**

Councillor Melanie McCollum

**Alternate:** Councillor David Frisch

**July 1<sup>st</sup> Organizing Team**

Councillor Manno Theos

**Carried**

**4.00 VANCOUVER ISLAND REGIONAL LIBRARY BOARD**

**01.**

VANCOUVER ISLAND  
REGIONAL LIBRARY  
BOARD  
7960-02

Moved by Frisch and seconded by Hillian that Councillor Manno Theos be appointed to the Vancouver Island Regional Library Board for a one year appointment, January 01 to December 31, 2019, with Councillor Melanie McCollum as alternate.

**Carried**

**5.00 SCHEDULE OF ACTING MAYORS**

SCHEDULE OF  
ACTING MAYORS

Moved by Frisch and seconded by McCollum that Council adopt the following monthly schedule of Acting Mayors for the period November 05, 2018 to November 30, 2020 pursuant to *Council Procedure Bylaw No. 2730, 2013*:

|                     |                               |
|---------------------|-------------------------------|
| June and December   | Councillor Manno Theos        |
| May and November    | Councillor David Frisch       |
| March and September | Councillor Doug Hillian       |
| April and October   | Councillor Will Cole-Hamilton |
| February and August | Councillor Melanie McCollum   |
| January and July    | Councillor Wendy Morin        |

**Carried**

**6.00 SIGNING AUTHORITIES**

SIGNING  
AUTHORITY  
1940-01

Moved by Hillian and seconded by Frisch that the following individuals be authorized as signing authorities for the City of Courtenay:

Robert Wells - Mayor  
William Cole-Hamilton - Councillor  
David Frisch - Councillor  
Douglas Hillian - Councillor  
Melanie McCollum - Councillor  
Wendy Morin - Councillor  
Emmanuel Theos- Councillor

David Allen - Chief Administrative Officer  
John Ward - Director of Legislative & Corporate Services/Deputy  
CAO  
Jennifer Nelson - Acting Director of Finance  
Renata Wyka - Manager of Finance

**Carried**

**7.00 STAFF REPORTS / PRESENTATIONS**

**.01**  
2018 ELECTION  
RESULTS  
4200-07

Moved by Frisch and seconded by Theos that Council postpone consideration and receipt of the November 5<sup>th</sup>, 2018 staff report, “2018 Election Results”, until the November 19<sup>th</sup>, 2018 Regular Council meeting.

**Carried**



**.02**

CODE OF  
CONDUCT  
0530-03

Moved by Hillian and seconded by Frisch that Council proceed with signing the Council Code of Conduct.

**Carried**

**8.00 EXTERNAL COMMUNICATION FOR INFORMATION**

**.01**

COMOX VALLEY  
REGIONAL DISTRICT  
(CVRD) INAUGURAL  
BOARD MEETING  
ORIENTATION  
470-20

Moved by Frisch and seconded by Theos that the October 2<sup>nd</sup>, 2018 communication, Notice of Inaugural Comox Valley Regional District (CVRD) Board Meeting and Orientation, be received for information.

**Carried**

**9.00 ADJOURNMENT**

**.01**

Moved by Hillian and seconded by Theos that the meeting now adjourn at 4:19 p.m.

**Carried**

**CERTIFIED CORRECT**

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**Corporate Officer**

**Adopted this 19<sup>th</sup> day of November, 2018**

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**Mayor**



# *Child Care in the Comox Valley: A community perspective*

Presented by the Comox Valley Early Years Collaborative (CVEYC)  
Child Care Planning Committee

**Who we are:** the CVEYC is a working group of early years professionals who gather to share information and create opportunities for agencies to work together to ensure young children and their families thrive. We believe that affordable, accessible, quality childcare is a necessity and is an important part of a healthy community.

**The reality:** As in every community, child care in the Comox Valley is in crisis. Fees are unaffordable and spaces are too few. Operators struggle to meet the growing and diverse needs of families at a time when more and more young families are moving to the Comox Valley. Programs struggle to attract and retain educated staff and to meet high operating costs. While the problems facing child care may be universal, the solutions are not. There is no one-size-fits-all answer to providing high quality, affordable, accessible child care and preschool. The key lies in the development of a community plan that is responsive to and reflective of the needs, desires and cultural strengths of the Comox Valley. This plan can only be helpful if it is created within a collaborative framework that is inclusive of all three municipalities and the regional district that represent the diverse population of Valley communities.

**The Opportunities:** The Ministry of Children and Family Development has made Community Child Care Planning grants available to municipalities to work with local stakeholders to understand what is needed in their community in order to meet the needs of young children and their families. These plans will become the blue print for moving forward that is representative of the Comox Valley. Rather than each municipality applying for these funds individually, we recommend that you work together to create a strong, sustainable plan that will create long term solutions.

**Our Recommendations:**

That Courtenay Council support an integrated community child care plan for the Comox Valley.  
That the City designate a representative to the CVEYC Child Care Planning Committee.  
That City staff work with CVEYC and other municipalities to access available grant funding from the Ministry of Children and Family Development.

**Together** We can create a healthy child care system that supports young children and their families in the Comox Valley.

**valleychild.ca**

Early.years@cvcda.ca





## STAFF REPORT

**To:** Council

**File No.:** 7200-20

**From:** Chief Administrative Officer

**Date:** November 19, 2018

**Subject:** Courtenay Fire Protection District Fire Services Agreement

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**PURPOSE:**

The purpose of this report is to renew the Courtenay Fire Protection District Agreement between the City of Courtenay (the "City") and the Courtenay Fire Protection District (the "CFPD").

**CAO RECOMMENDATIONS:**

That based on the October 29<sup>th</sup>, 2018 staff report "Courtenay Fire Protection District Fire Services Agreement", Council approve OPTION 1 and the attached agreement between the City and the CFPD for Courtenay Fire Protection District Fire Services; and

That the Mayor and Corporate Officer be authorized to execute the agreement on behalf of the City.

Respectfully submitted,

David Allen, BES, CLGEM, SCLGM  
Chief Administrative Officer

**BACKGROUND:**

The City has been providing fire protection services through the Courtenay Volunteer Fire Department to the Courtenay Fire Protection District for decades.

Over the past year and a half the City has been in discussions with the Courtenay Fire Protection District to bring our contract and bill process in line with the similar contracts that we have with the other Fire Protection Districts. A new agreement with the CFPD has been negotiated to replace the pre-existing contract for protection of the fire area.

**DISCUSSION:**

Staff considers this agreement to be a straightforward renewal of a longstanding fire service agreement, and are recommending approval.

**FINANCIAL IMPLICATIONS:**

There are no additional financial implications relating to renewal of the agreement, and cost recovery provisions are included in the agreement.

**ADMINISTRATIVE IMPLICATIONS:**

There are no administrative implications.

**ASSET MANAGEMENT IMPLICATIONS:**

None.

**STRATEGIC PRIORITIES REFERENCE:**



- **Area of Control**  
The policy, works and programming matters that fall within Council’s jurisdictional authority to act.

**OFFICIAL COMMUNITY PLAN REFERENCE:**

Statutory in nature.

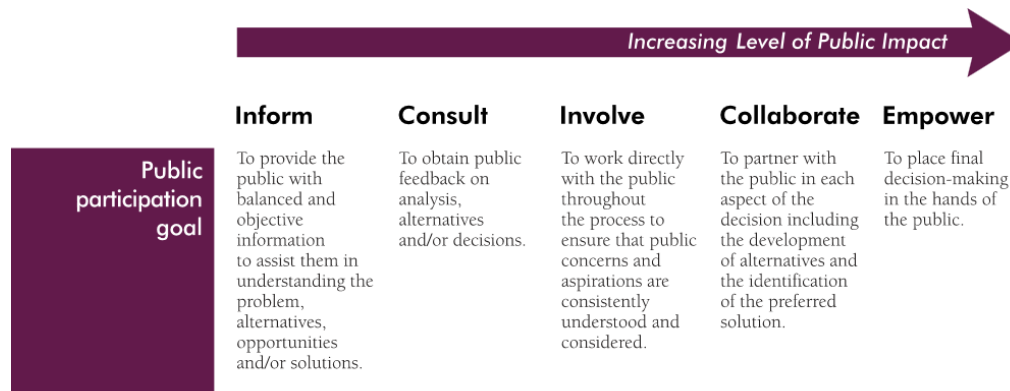
**REGIONAL GROWTH STRATEGY REFERENCE:**

Statutory in nature.

**CITIZEN/PUBLIC ENGAGEMENT:**

Staff would inform 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](http://c.ymcdn.com/sites/www.iap2.org/resource/resmgr/imported/IAP2%20Spectrum_vertical.pdf)



**OPTIONS:**

**OPTION 1:** That Council approve **OPTION 1** and the attached agreement between the City and the CFPD for Fire Services; and

That the Mayor and Corporate Officer be authorized to execute the agreement on behalf of the City (Recommended).

**OPTION 2:** That Council refer the agreement back to staff for changes.

Prepared by:

A handwritten signature in black ink, appearing to read 'D. Bardonnex', with a long horizontal flourish extending to the right.

Donald. A. Bardonnex  
Fire Chief

Attachments:            1.    Courtenay Fire Protection District Services Agreement (renewal).

This agreement made this 11<sup>th</sup> day of October 2018

**BETWEEN:**

**COURTENAY FIRE PROTECTION DISTRICT**

c/o Sandy Todd  
3964 Dove Creek Road  
Courtenay, BC V9J 1S1  
(hereafter called the "District")

**OF THE FIRST PART**

**AND:**

**CITY OF COURTENAY**

830 Cliffe Ave  
Courtenay, BC V9N 2J7  
(hereafter called the "City")

**OF THE SECOND PART**

**WHEREAS**

- A. The District desires to enter into an agreement with the City for the provision of fire protection services in the Courtenay fire protection service area (the Service Area);
- B. The District has requested that the City provide municipal fire protection services for land and improvements within the Service Area;
- C. The City is authorized to enter into an agreement with The District to provide municipal fire protection services pursuant to section 13(1) of the *Community Charter*, and;
- D. The District and the City have resolved to enter into this agreement believing it to be mutually beneficial.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the promises and the mutual covenants and agreements hereinafter set forth in this agreement, the parties hereby agree to the terms and conditions contain in this agreement as follows:

**1. DEFINITIONS**

- (a) "Extraordinary Fire" means a fire response call that, in the opinion of the Fire Chief, acting reasonably, requires any of the following:
  - i) Use of foam or fire retardant gels
  - ii) Fire crew and fire truck
  - iii) Specialized machinery costs
  - iv) Mutual aid costs
  - v) Wildfire suppression cost

and is materially beyond what is typically required to respond to a fire in the City.

- (b) "Extraordinary Fire Costs" means costs, over and above those costs associated with a fire that is not an extraordinary fire.
- (c) "Fire Chief" means the person appointed as the chief of the fire department of the City or designate authorized by the Fire Chief to act on their behalf, or the senior ranking member of the fire department of the City present at the fire.



- (d) “Fire Protection Services” means fire services comparable to the fire services provided by the fire department within the boundaries of the City and includes but is not limited to response to and attendance at all dispatched fire alarms, fire suppression, fire investigation and reporting, hazardous material handling, fire prevention activities, vehicle extrication, first responder medical services, and related activities.
- (e) “Net Cost” for the purpose of calculating the cost to the District shall mean the City’s budgeted expenditures for the Fire Protection Service for the fiscal year, which for certainty may include any capital costs, debt service costs, or capital reserve funds for capital assets, less any expected revenues and contributions from the capital reserve fund to the fire department.
- (f) “Scene Security Costs” means costs associated with securing a fire-damaged premise from unauthorized entry.
- (g) “Service Area” means the service area established by “Courtenay Fire Protection District”
- (h) “Term” means the period of time commencing January 1, 2019 (replacing existing contract) and expiring on December 31, 2023subject to an annual appropriation of funds as set out in section 6.

## 2. SERVICES

- (a) The Fire Protection service shall be provided within the Service Area on a 24-hour basis by the City.
- (b) The fire department resources in the Service Area under this agreement will be under the sole direction of the Fire Chief.
- (c) The number of firefighters and type of apparatus and equipment deemed necessary to provide adequate fire protection services are to be dispatched at the sole discretion of the Fire Chief and such firefighting personnel, equipment and apparatus may vary depending on the circumstances of each emergency.
- (d) The Fire Chief will have control, direction and management of all fire fighting personnel and apparatus and of all fire suppression and safety measures at a fire in the service area. Without limiting the generality of the foregoing, the Fire Chief may order the evacuation of the premises in the service area in an emergency arising from a fire or risk of explosion, where in the Fire Chiefs sole discretion there is a danger to life or property, and may order the demolition of any building or part of a building in order to prevent the spread of fire or damage to persons or property.
- (e) The Fire Chief may order the suspension of the use of water in the Service Area for purposes other than firefighting during an emergency.
- (f) In the event of simultaneous fire emergencies, the Fire Chief will have sole discretion as to the deployment of personnel and apparatus of the City fire department. The City shall not be held liable in any manner whatsoever for the decision of the Fire Chief concerning this provision.
- (g) The Fire Suppression Service provided by the City will be dependent on the availability of water at the site of the fire.
- (h) As part of the services provided under this agreement, the City shall ensure that the Fire Chief or their designate, provide advice and make recommendations to the District:
  - i) the establishment and administration of fire brigades and departments;

- ii) the provision of adequate water supply and pressure;
  - iii) the installation and maintenance of fire protection equipment;
  - iv) the enforcement of measures for the prevention or suppression of fire and the protection of life and property;
  - v) fire prevention generally;
- (i) The Fire Chief shall administer the system for issuing permits for open burning under Bylaw No. 54 being “Courtenay Fire Protection Bylaw No. 54, 1997”, as amended from time to time, including the collection of any permit fees. To ensure that the Fire Chief is able to properly administer this system, the Fire Chief shall be consulted for input prior to the creation of any bylaw changes.

### 3. CONDITIONS OF SERVICE

- (a) The District agrees that it:
- i) shall provide through the Comox Valley Regional District accurate mapping that shows locations of homes, structures and roads within the Service Area and the District shall be responsible to ensure the accuracy of the mappings and to provide updates to the City as new developments or changes occur;
  - ii) shall recognize the Fire Chief as the local assistant to the fire commissioner (LAFC) for the Service Area pursuant to the *Fire Services Act* of British Columbia;
  - iii) shall advise the City in writing of any proposed changes to or amendments of the “Courtenay Fire Protection Bylaw No. 54, 1997”;
  - iv) shall be responsible for the mutually agreed upon costs associated with an extraordinary fire.
- (b) The City agrees that it:
- i) shall use its best efforts to respond to calls in the Service Area but may choose not to respond to locations where the Fire Chief deems the access routes to be unsafe or inadequate for fire department apparatus and equipment;
  - ii) shall maintain at all times accurate records, books and accounts respecting the provision of the Fire Protection Services;
  - iii) shall submit any fire incident reports to the Office of the Fire Commissioner (OFC) that are required by the OFC and that the Fire Chief will report all fire department activity in the Service Area to the District annually by letter or email, for review and statistical tracking purposes;
  - iv) shall advise the District as soon as possible when an Extraordinary Fire takes place in the Service Area and advise if Extraordinary Fire costs were incurred that will be invoiced to the District;
  - v) shall make every effort to mitigate the costs associated with an Extraordinary Fire.

### 4. INSURANCE AND INDEMNIFICATION

- (a) The District will indemnify and save harmless the City, employees, officers, agents, elected officials and members of the fire department from and against all manner of actions, causes of actions, suits, claims, demands, costs (including legal fees), expenses, or liabilities of any nature whatsoever and by whosoever brought, made or suffered, for which the City shall or may become liable, incur or suffer, any way associated or connected with the provision or failure to provide the Fire Protection Services, whether arising out of injury to person (including death), loss or damage, save and except to the extent that such injuries, loss or

damage are caused or contributed to by the negligence of the City, employees, officers, agents or members of the fire department.

- (b) The City and the District shall maintain at their own expense comprehensive general liability insurance in force for the term of the agreement for all bodily injury, death, property damage, property loss, and other loss or damage in an amount not less than \$5,000,000.00 per occurrence, including a Cross Liability Clause and a 30 day written notice of insurance cancellation clause. Each party to the agreement shall provide copies of all insurance policies to the other party.
- (c) The City shall take out and maintain automotive liability insurance on all vehicles used directly or indirectly in the performance of the Fire Suppression Services under this agreement, protecting against damages arising from bodily injury (including death) and from claims of property damage, in an amount of not less than \$2,000,000.00.

## **5. RENEWAL AND CANCELLATION**

- (a) This agreement may be terminated by either party provided notice of termination is given in writing twelve (12) months prior to termination date.
- (b) Either party wishing to renew this agreement will advise the other in writing at least six (6) months in advance of the intended date of renewal, and the terms on which such renewal is sought.
- (c) This agreement may be amended in writing with the mutual consent of both parties.

## **6. PAYMENT FOR SERVICES**

- (a) The annual cost to the District for the provision of Fire Protection Services under this agreement shall be calculated by apportioning the net cost to the City of operating the fire department less the costs of Extraordinary Fire suppression and Scene Security Costs in either the Service Area or the City to the total net taxable value of land and improvements for general taxation purposes within the Service Area divided by the sum of total net taxable value of land and improvements for general taxation purposes within the City and the Service Area.
- (b) In 2019 and any subsequent year of the term, the District shall pay the City the District's share of the City's net cost as follows:
  - i) The calculated amount due for the year following shall be based on the City's approved current year budget plus an adjustment to actual for the year prior. The City shall submit notice of the calculated amount due for the year following by May 31st of each year. Such amount shall be paid in full not later than May 31st in the year following an invoice for payment.

For clarity:

- 2019 Amount Due is based on the approved 2018 budget, plus an adjustment to actual for the 2017 calendar year; Notice of the 2019 amount due would be provided by May 31st, 2018.
- 2020 Amount Due is based on the approved 2019 budget, plus an adjustment to actual for the 2018 calendar year; Notice of the 2020 amount due will be provided by May 31, 2019.

- (c) On or before November 15th of each year, further to the May advice to the District of the net cost of the service for the upcoming year, the City shall further provide the District with its estimated five-year financial plan to anticipate budget variations and proposed capital improvements.
- (d) Where the City's net cost for an upcoming years' service (as per the letter of notification provided by May 31st) exceeds the net cost for the preceding year by more than five per cent, the City's fire department budget will be discussed with the District, who will make recommendations no later than December 31 to the City . The City will advise The District of their decision on any recommendations on or before January 31.

## **7. PAYMENT FOR EXTRAORDINARY FIRE COSTS AND SCENE SECURITY COSTS**

- (a) When the City has incurred Extraordinary Fire Costs and/or Scene Security Costs, the City shall provide to the District an invoice for the proposed charge calculated in accordance with schedule A.
- (b) If the District objects to any amount included as an Extraordinary Fire Cost or Scene Security Cost under section 7(a), it shall within ten (10) business days advise the Fire Chief in writing of its objection to the invoice and the basis for the objection. The Fire Chief and the District's board shall attempt in good faith to resolve the District's objections and if they are unable to do so, the matter shall be referred to the respective chief administrative officers.
- (c) If the chief administrative officers cannot resolve the dispute within 30 days of the dispute being referred, the dispute shall be referred for resolution under section 10(b).

## **8. NOTICE**

- (a) Wherever in this agreement it is required or permitted that notice, demand or other communication will be given and served by either party to the other, such notice or demand will be given and served in writing and forwarded to the respective party at the address given in this agreement, provided that either party may change its address by giving the other prior notice of a change in address.

## **9. EFFECTIVE DATE**

- (a) Notwithstanding the date of executing or date of reference of this agreement, the effective date of this agreement is January 1st, 2019.
- (b) This agreement replaces any previous agreement between the parties dealing with the provision of firefighting, fire protection or fire prevention services to the Service Area or any part of it.

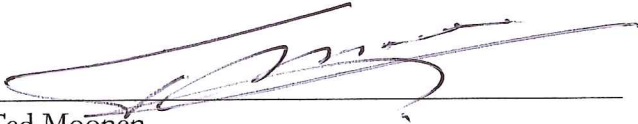
## **10. GENERAL**

- (a) This agreement shall be governed by the laws of British Columbia and is the entire agreement between the parties regarding this subject matter.
- (b) In the event of a dispute between the parties regarding this agreement that the parties cannot resolve otherwise, the dispute shall be submitted to arbitration under the *Commercial Arbitration Act* for determination by a single arbitrator mutually acceptable to the parties.

(c) Time is of the essence of this agreement.

IN WITNESS WHEREOF the parties hereto have duly executed this agreement as of the day and year first above written.

**COURTENAY FIRE PROTECTION DISTRICT**



Ted Moonen  
Chairperson



Sandy Todd  
Administrator

**CITY OF COURTENAY**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
John Ward  
Director of Legislative Services & Deputy CAO

## SCHEDULE "A"

### Charges for Extraordinary Fire Costs and Scene Security Costs

|   |   |
|---|---|
| Hourly cost of each fire crew and fire truck (1 hour minimum)   | Costs are in accordance with the provincially established rental rates for fire apparatus and personnel identified in the Inter-Agency Working Group report as revised from time to time. |
| Scene security costs  | Actual cost   |
| Hourly cost of specialized machinery<br><ul style="list-style-type: none"><li>• (includes heavy machinery required in combating the fire)</li></ul> | Actual cost   |
| Fire retardant gel/per unit cost  | Actual cost   |
| Fire retardant foam/per unit cost   | Actual cost   |
| Mutual aid costs  | Actual cost   |



## STAFF REPORT

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**To:** Council  
**From:** Chief Administrative Officer  
**Subject:** 2018 Election Results

**File No.:** 4200-07  
**Date:** November 19, 2018

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### **PURPOSE:**

The purpose of this report is to report the results of the 2018 General Local Election as required by section 158 of the *Local Government Act*.

### **CAO RECOMMENDATIONS:**

That based on the November 19<sup>th</sup>, 2018 staff report "Election Results", Council approve OPTION 1 and receive the Election Results report from the Chief Election Officer for information.

Respectfully submitted,

David Allen, BES, CLGEM, SCLGM  
Chief Administrative Officer

### **BACKGROUND:**

Section 158 of the *Local Government Act* requires that the Chief Election Officer submit a report of the election results to Council within 30 days after the declaration of the official election results.

### **FINANCIAL IMPLICATIONS:**

There are no financial implications to the City.

### **ADMINISTRATIVE IMPLICATIONS:**

Election administration is included in the Work Plan for the Legislative Services Department.

### **ASSET MANAGEMENT IMPLICATIONS:**

None.

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**STRATEGIC PLAN REFERENCE:**

**We focus on organizational and governance excellence**

- We support meeting the fundamental corporate and statutory obligations



- **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:**

No references.

**REGIONAL GROWTH STRATEGY REFERENCE:**

No references.

**CITIZEN/PUBLIC ENGAGEMENT:**

No citizen or public engagement is required.

**OPTIONS:**

OPTION #1- Receive the election results report for information. (Recommended and required by statute)

Prepared by:

A handwritten signature in black ink, appearing to read "John Ward".

John Ward, CMC  
Director of Legislative Services  
Chief Election Officer

**Attachment:**

1. *Report of Election Results.*





**CORPORATION OF THE CITY OF COURTENAY  
LOCAL GENERAL ELECTION OCTOBER 20, 2018**

**REPORT OF ELECTION RESULTS**

Total votes received for the office of Mayor:

|                |             |                |
|----------------|-------------|----------------|
| LONG, Harold   | 1165        |                |
| WELLS, Bob     | <b>2950</b> | <b>Elected</b> |
| JANGULA, Larry | 2512        |                |
| ERIKSSON, Erik | 647         |                |

Total votes received for the office of Councillor:

|                     |             |                |
|---------------------|-------------|----------------|
| GRANT, Tom          | 2738        |                |
| DAY, Brennan        | 2338        |                |
| MORIN, Wendy        | <b>3044</b> | <b>Elected</b> |
| FRISCH, David       | <b>3182</b> | <b>Elected</b> |
| HILLIAN, Doug       | <b>2827</b> | <b>Elected</b> |
| WINCHESTER, Starr   | 2154        |                |
| MCCOLLUM, Melanie   | <b>3213</b> | <b>Elected</b> |
| MARLOW, Penny       | 1325        |                |
| SIMKIN, Deana       | 2095        |                |
| KOSKY, Kiyoshi      | 1436        |                |
| DZUBA, Darwin       | 436         |                |
| THEOS, Manno        | <b>3149</b> | <b>Elected</b> |
| LIN, Jin            | 2626        |                |
| MURAKAMI, Judi      | 1559        |                |
| PRESLEY, J. Murray  | 2316        |                |
| COLE-HAMILTON, Will | <b>3556</b> | <b>Elected</b> |

Opinion Question

Are you in favour of conducting a study, in partnership with the Province of BC, to review the governance structures and policies of the City of Courtenay and other local governments within the Comox Valley to consider the feasibility and implications of restructure?

|            |      |
|------------|------|
| <b>Yes</b> | 4734 |
| <b>No</b>  | 1494 |

Election Statistics

|  |               |
|--|---------------|
| Total number of ballots cast               | 7352          |
| Ballots cast at Filberg Centre             | 3008          |
| Ballots cast at Queneesh Elementary School | 2405          |
| Ballots cast at advance voting             | 1866          |
| Ballots cast at special voting             | 29            |
| Ballots cast at mail voting                | 44            |
| Registered electors                        | 19612         |
| New registrations on voting days           | 550           |
| Total number registered                    | 20162         |
| Turnout % of registered voters             | <u>36.46%</u> |



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John Ward  
Chief Election Officer



THE CORPORATION OF THE CITY OF COURTENAY

## STAFF REPORT

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**To:** Council  
**From:** Chief Administrative Officer  
**Subject:** Fees and Charges Amendment Recreation Facility  
Rental and User Fees Bylaw No. 2947, 2018

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**File No.:** 3900-20  
**Date:** November 19, 2018

### PURPOSE:

The purpose of this report is for Council to consider amendments to the Fees and Charges Bylaw No. 1673, 1992 to increase the Recreation Facility Rental and User Fees for 2019 and subsequent years.

### CAO RECOMMENDATIONS:

That based on the November 19, 2018 report “Fees and Charges Amendment Recreation Facility Rental and User Fees Bylaw No. 2947, 2018”, Council approve OPTION 1 to amend City of Courtenay Fees and Charges Bylaw No. 1673, 1992; and

That “City of Courtenay Fees and Charges Amendment Bylaw No. 2947, 2018” proceed to first, second and third readings; and

That staff undertake a more detailed study of Recreation fees and charges in 2019.

Respectfully submitted,

David Allen, BES, CLGEM, SCLGM  
Chief Administrative Officer

### BACKGROUND:

The Fees and Charges Bylaw No. 1673 was adopted in 1992 and included the fees and charges payable for Miscellaneous Fees, Development Fees and Utility Services.

In December 2017, Recreation Facility Rental and User Fees were included in the Fees and Charges Bylaw No. 1673, 1992 by Council’s adoption of Bylaw No. 2914, 2017.

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## **DISCUSSION:**

Section 194 of the Community Charter authorizes municipalities by bylaw to impose fees in respect of services of the municipality including the establishment of rental rates for the rental space of space in a recreation park or facility.

To continue to offset the increasing cost of providing services, Staff are requesting Council consider amending Fees and Charges Bylaw No. 1673, 1992.

The last increase in Recreation Facility Rental and User Fees and Charges occurred in 2017 and there were no increases in 2018. The amendment to the Fees and Charges Bylaw proposes a 2% increase to all rate categories. This allows the City to cover any contracted labour, service contract or utility service increases which are part of the overall operating costs of providing the services to the community.

Facility Rental Categories are defined below:

Community: Non-Profit Organization, Any Municipal, Territorial, Provincial or National Government Organization, Official City Clubs, Commissions, Groups or Boards of the City of Courtenay.

Private: A private citizen(s) or event.

Commercial: Individuals, companies or organizations engaged in the pursuit of business for profit through the use of City of Courtenay facilities.

In accordance with Policy No. 1810.00.03, the proposed Recreation Facility Rental and User Fees have been assessed by the Parks and Recreation Commission. The assessment of recreation facility rental and user fees is a task formerly carried out by the Courtenay Recreation Association which is now delegated to the Parks and Recreation advisory Commission as approved by Council during the CRA transition in 2017 and as mandated in the Terms of Reference for the Recreation and Parks Advisory Commission.

Staff believe that a more thorough evaluation of our fees and charges should be undertaken to remove historical anomalies, reflect current market rates, and to compare to other municipal rates. This study is proposed to be initiated in 2019 with existing resources and would result in a report to council if rate adjustments are warranted.

The existing rates are loosely based on market rate for commercial bookings, a 25% discount for private bookings and a 50% discount for community bookings. The 2019 study would establish the commercial rate and determine the implication of using this approach consistently.

## **FINANCIAL IMPLICATIONS:**

Facility rental revenues are expected to be 3% or \$8,500 higher than anticipated facility rental revenues in 2018 as a result of the Recreation Facility Rental and User Fees and Charges and anticipated facility rentals.

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**ADMINISTRATIVE IMPLICATIONS:**

Recreation Facility Rental and User Fees and Charges are administered by the Department of Recreation and Cultural Services and will be reviewed on an annual basis.

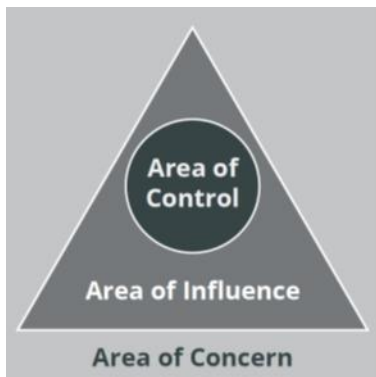
**ASSET MANAGEMENT IMPLICATIONS:**

The bylaw amendment does not propose any changes to levels of service.

**STRATEGIC PRIORITIES REFERENCE:**

**We focus on organizational and governance excellence**

- We support meeting the fundamental corporate and statutory obligations
- We responsibly provide services at a level which the people we serve are willing to pay



- **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:**

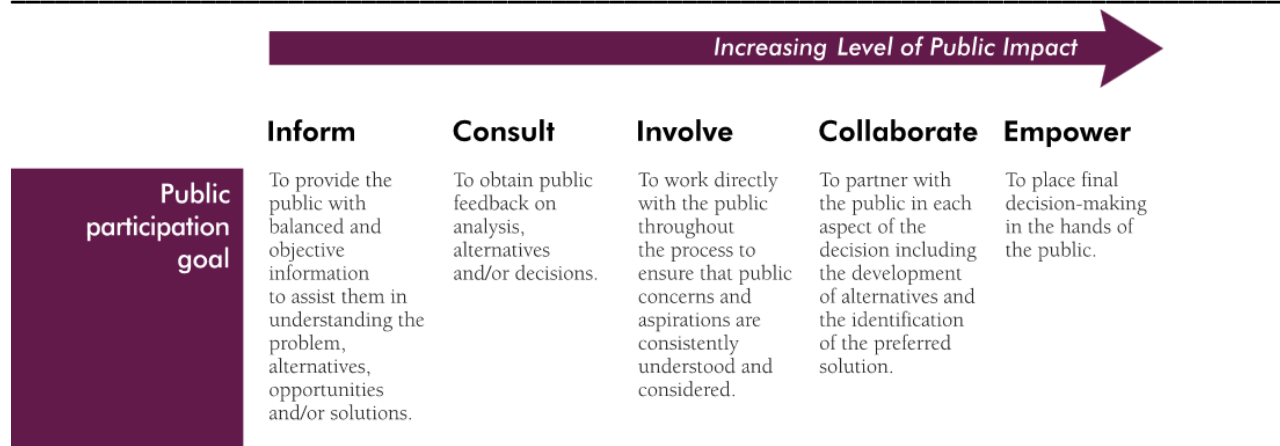
None

**REGIONAL GROWTH STRATEGY REFERENCE:**

None

**CITIZEN/PUBLIC ENGAGEMENT:**

Staff has **consulted** the Parks and Recreation Advisory Commission in the development of these fee changes as identified in the *IAP2 Spectrum of Public Participation*.



**OPTIONS:**

Option 1: That Council approve OPTION 1 to amend City of Courtenay Fees and Charges Bylaw No. 1673, 1992; and

That "City of Courtenay Fees and Charges Amendment Bylaw No. 2947, 2018" proceed to first, second and third readings; and

That staff undertake a more detailed study of Recreation fees and charges in 2019.

Option 2: Council direct staff to maintain the current Recreation Facility Rental and User Fees for 2019.

Option 3: Council refer the matter back to Staff for consideration of another process.

Prepared by:

Dave Snider RLA

Director of Recreation and Cultural Services



THE CORPORATION OF THE CITY OF COURTENAY

## STAFF REPORT

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**To:** Council

**File No.:** 02380-30 MFLNRORD

**From:** Chief Administrative Officer

**Date:** November 19, 2018

**Subject:** Courtenay Airpark Floatplane Ramp Licence of Occupation

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### PURPOSE:

The purpose of this report is to request approval for the City to enter into a Licence of Occupation with the Province for a portion of the bed of Courtenay River on which the existing floatplane ramp is located.

### CAO RECOMMENDATIONS:

That based on the November 19, 2018 staff report “**Courtenay Airpark Floatplane Ramp Licence of Occupation**”, Council adopt OPTION 1 and authorize the attached licence of occupation with Her Majesty the Queen in Right of the Province of British Columbia and the City as Licensee, for a term of thirty years with respect to the Crown property described as that parcel or tract of Crown land together with unsurveyed Crown Foreshore or land being part of the bed of Courtenay River, all within Comox District, and;

That the Mayor and the Director of Legislative and Corporate Services be authorized to execute the licence of occupation and the Licence of Occupation Management Plan on behalf of the City.

Respectfully submitted,

David Allen, BES, CLGEM, SCLGM  
Chief Administrative Officer

### BACKGROUND:

At the September 4, 2018 Council meeting, Council directed staff to include the addition of the float plane ramp as part of the lease area in the new lease with the Courtenay Airpark Association. The inclusion of the floatplane ramp would allow the association to proceed with the replacement of the floatplane ramp.

The Courtenay Airpark Association installed the existing floatplane ramp approximately 55 years ago. The floatplane ramp is at the end of its useful life and is in need of replacement. Since the province has authority over the bed of the river, City staff has been working in partnership with the Courtenay Airpark Association to apply for tenure of the land in order to proceed with the project.

The floatplane ramp replacement project is tentatively scheduled for August 2019 which has been approved by the Department of Fisheries.

**DISCUSSION:**

The following outlines the steps which remain before the floatplane ramp replacement project can proceed.

1. Tenure over the Crown lands which the floatplane ramp occupies is required.
2. An Environment Development Permit is required by the City.

Attached for Councils consideration is a licence of occupation which will meet the requirements identified in point 1 above. The licence of occupation will commence on September 24, 2018 should the Province approve the application.

The term of the licence is for 30 years and requires the inclusion of an approved Construction Environmental Management Plan for the proposed development of the land. The Courtenay Airpark Association engaged Strategic Natural Resource Consultants Inc. to complete this document. The management plan is attached to the application for the licence of occupation with the Province.

**FINANCIAL IMPLICATIONS:**

The application fee for the licence of occupation is \$944.27 and the fees for the subsequent years will be determined by the Ministry in advance of the anniversary date of the Commencement of the licence to occupy.

Any additional cost to the City such as the annual licence fee and insurance premiums will be recovered from the Courtenay Airpark Association.

**ADMINISTRATIVE IMPLICATIONS:**

Approximately five to ten hours of staff time is required for lease administration. The Province does not permit the licence of occupation to be assigned. This area will be included in the next lease with the Courtenay Airpark Association or another form of agreement as recommended by the City's legal counsel.

**ASSET MANAGEMENT IMPLICATIONS:**

No change in service levels. The float plane ramp replacement costs and ongoing maintenance and repairs will remain with the Courtenay Airpark Association.

**STRATEGIC PRIORITIES REFERENCE:**

The following section of the City of Courtenay 2016-2018 Strategic Priorities applies:

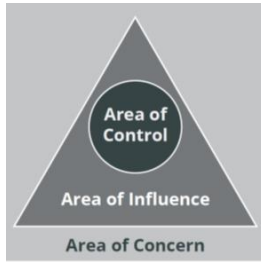
**We actively pursue vibrant economic growth**

- Continue to improve our relationship with business in our community
- ▲ Our investment in economic development is measurable

**We invest in our key relationships**



● 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.

**OFFICIAL COMMUNITY PLAN REFERENCE:**

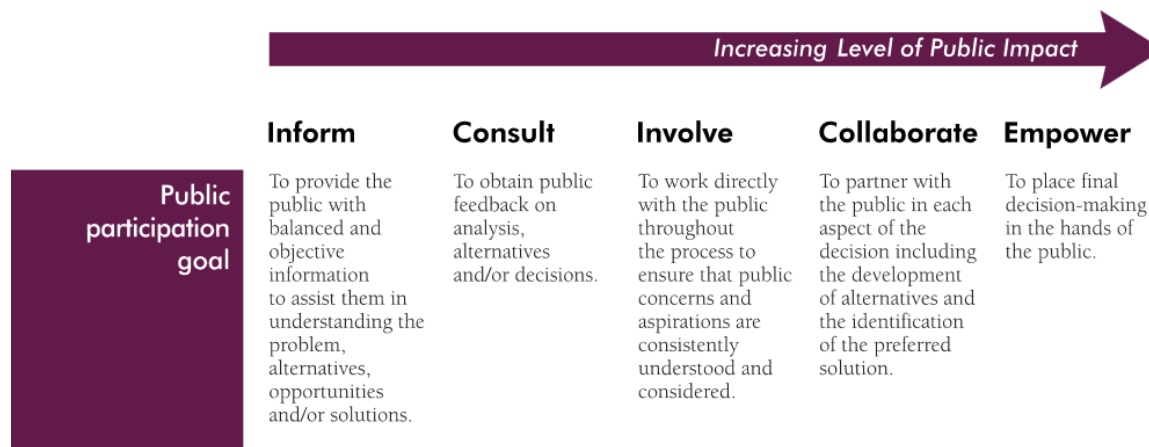
- 4.2.3 Policies 5. Airport/Marina Commercial:  
 Council will:
- protect the integrity of the airpark.
  - work with non-profit societies to improve and expand facilities as required.
  - support limited expansion of airport oriented commercial uses including float plane docking facilities, aircraft repair and charter service.

**REGIONAL GROWTH STRATEGY REFERENCE:**

Not referenced.

**CITIZEN/PUBLIC ENGAGEMENT:**

During the process staff will **consult** with the Courtenay Airpark Association as a partnering organization as identified in the *IAP2 Spectrum of Public Participation*.



**OPTIONS:**

**OPTION 1:** Council adopt OPTION 1 and authorize the attached licence of occupation with Her Majesty the Queen in Right of the Province of British Columbia and the City as Licensee, for a term of thirty years with respect to the Crown property described as that parcel or tract of

Crown land together with unsurveyed Crown Foreshore or land being part of the bed of Courtenay River, all within Comox District, and;

That the Mayor and the Director of Legislative and Corporate Services be authorized to execute the lease on behalf of the City.

OPTION 2: That Council reject the attached licence of occupation and not proceed with the application.

OPTION 3: That Council refer this item back to staff for further consideration.

Prepared by:



Dave Snider *RLA*

Director of Recreation and Cultural Services

*Attachments: A – Licence of Occupation Application and Licence of Occupation*

*Attachments: B – Licence of Occupation Management Plan*

*Attachments: C – Certificate of Insurance*



Ministry of Forests, Lands, Natural  
Resource Operations and Rural  
Development  
370 South Dogwood Street  
Campbell River, BC V9W 6Y7

Telephone No: 250 286-9400  
Facsimile No: 250 286-9490

GST Registration No: R107864738

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Your contact is: Shelley Jackson

Our file: 1414807

### **NOTICE OF FINAL REVIEW**

September 24, 2018

CITY OF COURTENAY  
830 Cliffe Ave  
Courtenay, BC V9N 2J7

Dear Sir or Madam:

**Re: Your Application for a Tenure over Crown Land**

The review of your application for a licence for floatplane ramp purposes over:

That parcel or tract of Crown land together with unsurveyed Crown Foreshore or land being part of the bed of Courtenay River, all within Comox District, containing 0.56 hectares, more or less.

(the "Land") has reached the stage where we anticipate making our final decision once the various matters described in this letter have been completed.

**1. Deadline for Completion of Requirements**

We ask that you complete the requirements described below by November 24, 2018.

Please complete the Response to Notice of Final Review page attached, indicating whether you will **or** will not proceed with the application and sign and return that page to us for our records.

**2. Requirements**

Signing and Return of Tenure Documents

You must sign and deliver to us two copies of the licence document which are enclosed with this letter.

### Monies Payable

You must deliver to us the following amounts:

|  |     |               |
|--|-----|---------------|
| Licence Fee                              | *\$ | 911.21        |
| Credit overpayment of<br>Application Fee | \$  | -250.00       |
| GST Total                                | \$  | <u>33.06</u>  |
| <b>Total Fees Payable</b>                | \$  | <u>694.27</u> |

\* denotes GST payable

Your cheque or money order must be payable to the Minister of Finance and be delivered to 370 South Dogwood Street, Campbell River, BC V9W 6Y7. Please quote our file number when sending us your payment.

If we disallow your application and do not grant a Crown land tenure to you, the Licence Fee and associated GST payment made by you as set out in section 2 will be returned to you.

### Management Plan

You must sign and date the attached approved management plan for your proposed development of the Land.

### Insurance

You must deliver to us the attached Province of British Columbia Certificate of Insurance, signed by your insurance agent, for the insurance required to be maintained under the licence. A sample certificate is enclosed.

### **3. Process following completion of Requirements**

If the requirements set out above are completed within the required time we expect to make our decision and advise you of that decision within 30 days.

Please note however that this letter does not constitute an offer by us and we reserve all our rights in connection with the decision making process, including, if appropriate, to disallow your application, to extend the decision making process and to establish additional requirements not set out in this letter.

Upon decision to issue the licence to you we will sign and return one copy of the licence to you.

#### 4. Acknowledgments of the Applicant

You represent, acknowledge and agree that:

- (a) Your application for a Crown land tenure cannot be transferred to another person.
- (b) This Letter does not obligate us to issue the licence to you and does not give you any right to use or occupy the Land for any purpose.
- (c) You are responsible for, and encouraged to seek, your own legal advice with respect to:
  - (i) any laws, bylaws, orders, directions, ordinances and regulations associated with your use of the Land,
  - (ii) the terms and conditions set out in this Letter, and
  - (iii) the terms and conditions of, and your rights and obligations that will arise under, the licence.
- (d) You are responsible for the costs and expenses incurred by you in pursuing your application, including any cost you incur in connection with satisfying the requirements set out in this letter.
- (e) If you sign and return the licence to us that will constitute your offer to us to enter into the licence.

#### Freedom of Information

Personal information is collected under the *Land Act* for the purpose of administering Crown land. Information on your application, and if issued, your tenure, will become part of the Crown Land Registry, from which information is routinely made available to the public under Freedom of Information and Protection of Privacy legislation.

Yours truly,



Shelley Jackson  
Authorization Administrator

**Response to Notice of Final Review**

File No. 1414807

Ministry of Forests, Lands, Natural Resource Operations and Rural Development  
370 South Dogwood Street  
Campbell River, BC V9W 6Y7

Dear Shelley Jackson:

**Re: Application for licence**

- I/We wish to proceed to obtain a licence in accordance with the letter dated September 24, 2018 from the Ministry of Forests, Lands, Natural Resource Operations and Rural Development and enclose all copies of the licence which I/We have signed.
- I/We do not wish to proceed to obtain a licence in accordance with the letter dated September 24, 2018 from the Ministry of Forests, Lands, Natural Resource Operations and Rural Development.

DATED the \_\_\_\_ of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Applicant's signature/Applicant's representative's signature

\_\_\_\_\_  
Applicant's signature/Applicant's representative's signature

\_\_\_\_\_  
Print name of person signing

\_\_\_\_\_  
Print name of person signing

---

Licence No.: V933091

File No.: 1414807

Disposition No.: 933091

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THIS AGREEMENT is dated for reference September 24, 2018 and is made under the *Land Act*.

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia

(the "Province")

**AND:**

**CITY OF COURTENAY**  
830 Cliffe Ave  
Courtenay, BC V9N 2J7

(the "Licensee")

The parties agree as follows:

**ARTICLE 1 - INTERPRETATION**

1.1 In this Agreement,

**"Agreement"** means this licence of occupation;

**"Commencement Date"** means September 24, 2018;

**"disposition"** has the meaning given to it in the *Land Act* and includes a licence of occupation;

**"Fees"** means the fees set out in Article 3;

**"Hazardous Substances"** means any substance which is hazardous to persons, property or the environment, including without limitation

(a) waste, as that term is defined in the *Environmental Management Act*; and

- (b) any other hazardous, toxic or other dangerous substance, the use, transportation or release into the environment of which, is now or from time to time prohibited, controlled or regulated under any laws or by any governmental authority, applicable to, or having jurisdiction in relation to, the Land;

**“Improvements”** includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land;

**“Land”** means that part or those parts of the Crown land either described in, or shown outlined by bold line on, the schedule attached to this Agreement entitled “Legal Description Schedule” except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the *Transportation Act*);

**“Management Plan”** means the most recent management plan prepared by you in a form approved by us, signed and dated by the parties, and held on file by us;

**“Realty Taxes”** means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, the Improvements or both of them and which you are liable to pay under applicable laws;

**“Security”** means the security referred to in section 6.1 or 6.2, as replaced or supplemented in accordance with section 6.5;

**“Term”** means the period of time set out in section 2.2;

**“we”, “us” or “our”** refers to the Province alone and never refers to the combination of the Province and the Licensee: that combination is referred to as **“the parties”**; and

**“you” or “your”** refers to the Licensee.

- 1.2 In this Agreement, “person” includes a corporation, partnership or party, and the personal or other legal representatives of a person to whom the context can apply according to law and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.
- 1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.



- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
- 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.
- 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 1.10 Any liabilities or obligations of either party arising, or to be performed, before or as a result of the termination of this Agreement, and which have not been satisfied or remain unperformed at the termination of this Agreement, any indemnity and any release in our favour and any other provision which specifically states that it will survive the termination of this Agreement, shall survive and not be affected by the expiration of the Term or the termination of this Agreement.
- 1.11 Time is of the essence of this Agreement.
- 1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.
- 1.13 Any requirement under this Agreement for us to act reasonably shall not require us to act in a manner that is contrary to or inconsistent with any legislation, regulations, Treasury Board directives or other enactments or any policy, directive, executive direction or other such guideline of general application.

**ARTICLE 2 - GRANT AND TERM**

- 2.1 On the terms and conditions set out in this Agreement, we grant you a licence of occupation of the Land for floatplane ramp purposes, as set out in the Management Plan. You acknowledge this licence of occupation does not grant you exclusive use and occupancy of the Land.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the 30th anniversary of that date, or such earlier date provided for in this Agreement. We reserve the right to terminate this Agreement in certain circumstances as expressly provided in this Agreement.

**ARTICLE 3 - FEES**

- 3.1 You will pay to us
- (a) for the first year of the Term, Fees of \$911.21, payable in advance on the Commencement Date; and
  - (b) for each year during the remainder of the Term, the Fees either determined by us under section 3.2 or established under section 3.3, payable in advance on each anniversary of the Commencement Date.
- 3.2 We will, not later than 15 days before each anniversary of the Commencement Date during the Term, give written notice to you specifying in our sole discretion the Fees payable by you under subsection 3.1(b) for the subsequent year of the Term and we will establish such Fees in accordance with our policies applicable to your use of the Land under this Agreement.
- 3.3 If we do not give notice to you under section 3.2, the Fees payable by you under subsection 3.1(b) for the year for which notice was not given will be the same as the Fees payable by you for the preceding year of the Term.

**ARTICLE 4 - COVENANTS**

- 4.1 You must
- (a) pay, when due,
    - (i) the Fees to us at the address set out in Article 10,
    - (ii) the Realty Taxes, and

- (iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by you or on your behalf or with your permission;
- (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
- (c) observe, abide by and comply with
  - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements including without limitation all laws, bylaws, orders, directions, ordinances and regulations relating in any way to Hazardous Substances, the environment and human health and safety, and
  - (ii) the provisions of this Agreement;
- (d) in respect of the use of the Land by you or by any person who enters upon or uses the Land as a result of your use of the Land under this Agreement, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;
- (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance to an owner or occupier of land in the vicinity of the Land;
- (f) use and occupy the Land only in accordance with and for the purposes set out in section 2.1;
- (g) not construct, place, anchor, secure or affix any Improvement in, on, or to the Land or otherwise use the Land in a manner that will interfere with any person's riparian right of access over the Land and you acknowledge and agree that the granting of this Agreement and our approval of the Improvements under this Agreement, whether through our approval of a Management Plan (where applicable) or otherwise, do not:
  - (i) constitute a representation or determination that such Improvements will not give rise to any infringement of any riparian right of access that may exist over the Land; or
  - (ii) abrogate or authorize any infringement of any riparian right of access that may exist over the Land;

and you remain responsible for ensuring that you will not cause any infringement of any such riparian right of access; despite the foregoing, you will be deemed to not be in

breach of this subsection so long as you are the owner of an upland property adjacent to the Land and your activities on the Land only interfere with riparian rights of access held by you; you acknowledge that if you cease to own the upland property you will remain responsible for complying with this subsection and we may terminate this Agreement in accordance with Article 8 if you fail to satisfy your obligations under this subsection;

- (h) pay all accounts and expenses as they become due for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, except for money that you are required to hold back under the *Builders Lien Act*;
- (i) if any claim of lien over the Land is made under the *Builders Lien Act* for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;
- (j) not deposit on the Land, or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land unless you obtain our prior written approval;
- (k) permit the free and unrestricted use by the general public of the banks of Courtenay River for recreational and fishing purposes;
- (l) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land and, upon discovering any archaeological material on or under the Land, you must immediately notify the ministry responsible for administering the *Heritage Conservation Act*;
- (m) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, including without limitation to test and remove soil, groundwater and other materials and substances, where the inspection may be necessary or advisable for us to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances, provided that we take reasonable steps to minimize any disruption of your operations;
- (n) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of one or more of the following:
  - (i) any breach, violation or non-performance of a provision of this Agreement,
  - (ii) any conflict between your use of the Land under this Agreement and the lawful use of the Land by any other person, and

- (iii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,

and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and

- (o) on the termination of this Agreement,
  - (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii), (iii) and (iv), the Improvements in a safe, clean and sanitary condition,
  - (ii) within 90 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building (other than as a tenant's fixture) or part of the Land and you are not in default of this Agreement,
  - (iii) not remove any Improvement from the Land if you are in default of this Agreement, unless we direct or permit you to do so under paragraph (iv),
  - (iv) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
  - (v) restore the surface of the Land as nearly as may reasonably be possible, to the condition that the Land was in at the time it originally began to be used for the purposes described in this Agreement, but if you are not directed or permitted to remove an Improvement under paragraph (iii), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

and all of your right, interest and estate in the Land will be absolutely forfeited to us, and to the extent necessary, this covenant will survive the termination of this Agreement.

4.2 You will not permit any person who enters upon or uses the Land as a result of your use of the Land under this Agreement to do anything you are restricted from doing under this Article.

4.3 You must not use all or any part of the Land

- (a) for the storage or disposal of any Hazardous Substances; or

- (b) in any other manner whatsoever which causes or contributes to any Hazardous Substances being added or released on, to or under the Land or into the environment from the Land;

unless

- (c) such storage, disposal, release or other use does not result in your breach of any other provision of this Agreement, including without limitation, your obligation to comply with all laws relating in any way to Hazardous Substances, the environment and human health and safety; and
- (d) we have given our prior written approval to such storage, disposal, release or other use and for certainty any such consent operates only as a consent for the purposes of this section and does not bind, limit, or otherwise affect any other governmental authority from whom any consent, permit or approval may be required.

4.4 Despite any other provision of this Agreement you must:

- (a) on the expiry or earlier termination of this Agreement; and
- (b) at any time if we request and if you are in breach of your obligations under this Agreement relating to Hazardous Substances;

promptly remove from the Land all Hazardous Substances stored, or disposed of, on the Land, or which have otherwise been added or released on, to or under the Land:

- (c) by you; or
- (d) as a result of the use of the Land under this Agreement;

save and except only to the extent that we have given a prior written approval expressly allowing specified Hazardous Substances to remain on the Land following the expiry of the Term.

4.5 We may from time to time

- (a) in the event of the expiry or earlier termination of this Agreement;
- (b) as a condition of our consideration of any request for consent to an assignment of this Agreement; or
- (c) if we have a reasonable basis for believing that you are in breach of your obligations under this Agreement relating to Hazardous Substances;



provide you with a written request to investigate the environmental condition of the Land and upon any such request you must promptly obtain, at your cost, and provide us with, a report from a qualified and independent professional who has been approved by us, as to the environmental condition of the Land, the scope of which must be satisfactory to us and which may include all such tests and investigations that such professional may consider to be necessary or advisable to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances.

- 4.6 You must at our request from time to time, but not more frequently than annually, provide us with your certificate (and if you are a corporation such certificate must be given by a senior officer) certifying that you are in compliance with all of your obligations under this Agreement pertaining to Hazardous Substances, and that no adverse environmental occurrences have taken place on the Land, other than as disclosed in writing to us.

#### ARTICLE 5 - LIMITATIONS

- 5.1 You agree with us that

- (a) in addition to the other reservations and exceptions expressly provided in this Agreement this Agreement is subject to the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;
- (b) other persons may hold or acquire rights to use the Land in accordance with enactments other than the *Land Act* or the *Ministry of Lands, Parks and Housing Act*, including rights held or acquired under the *Coal Act*, *Forest Act*, *Geothermal Resources Act*, *Mineral Tenure Act*, *Petroleum and Natural Gas Act*, *Range Act*, *Water Sustainability Act* or *Wildlife Act* (or any prior or subsequent enactment of the Province of British Columbia of like effect); such rights may exist as of the Commencement Date and may be granted or acquired subsequent to the Commencement Date and may affect your use of the Land;
- (c) other persons may hold or acquire interests in or over the Land granted under the *Land Act* or the *Ministry of Lands, Parks and Housing Act*; such interests may exist as of the Commencement Date; following the Commencement Date we may grant such interests (including fee simple interests, leases, statutory rights of way and licences); you acknowledge that your use of the Land may be affected by such interests and the area or boundaries of the Land may change as a result of the granting of such interests;
- (d) you have no right to compensation from us and you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your use of the Land under this Agreement and any use of, or impact on the Land arising from the exercise, or operation of the interests, rights, privileges and titles described in subsections (a), (b),

- and (c);
- (e) this Agreement does not limit any right to notice, compensation or any other benefit that you may be entitled to from time to time under the enactments described in subsection (b), or any other applicable enactment;
  - (f) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any interference with your use of the Land as permitted under this Agreement that arises as a result of the lawful exercise or operation of the interests, rights, privileges and titles described in subsections (a), (b) and (c);
  - (g) you will not dredge or displace beach materials on the Land unless you have obtained our prior written approval;
  - (h) you will not interrupt or divert the movement of water or of beach materials by water along the shoreline unless you have obtained our prior written approval;
  - (i) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
  - (j) any interest you may have in the Improvements ceases to exist and becomes our property upon the termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(o)(ii), (iii) or (iv) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 4.1(o)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(o)(iii); and
  - (k) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

## ARTICLE 6 - SECURITY AND INSURANCE

- 6.1 On the Commencement Date, you will deliver to us Security in the amount of \$0.00 which will
- (a) guarantee the performance of your obligations under this Agreement;
  - (b) be in the form required by us; and
  - (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.



- 6.2 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.
- 6.3 We may use the Security for the payment of any costs and expenses associated with any of your obligations under this Agreement that are not performed by you or to pay any overdue Fees and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.
- 6.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 6.1, less all amounts drawn down by us under section 6.3.
- 6.5 You acknowledge that we may, from time to time, notify you to
- (a) change the form or amount of the Security; and
  - (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;

and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.

- 6.6 You must
- (a) without limiting your obligations or liabilities under this Agreement, at your expense, purchase and maintain during the Term the following insurance with insurers licensed to do business in Canada:
    - (i) Commercial General Liability insurance in an amount of not less than \$2,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured;
  - (b) ensure that all insurance required to be maintained by you under this Agreement is primary and does not require the sharing of any loss by any of our insurers;
  - (c) within 10 working days of Commencement Date of this Agreement, provide to us evidence of all required insurance in the form of a completed "Province of British

Columbia Certificate of Insurance”;

- (d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in the form of a completed “Province of British Columbia Certificate of Insurance”;
- (e) notwithstanding subsection (c) or (d) above, if requested by us, provide to us certified copies of the required insurance policies.

6.7 We may, acting reasonably, from time to time, require you to

- (a) change the amount of insurance set out in subsection 6.6(a); and
- (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;

and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed “Province of British Columbia Certificate of Insurance” for all insurance then required to be maintained by you under this Agreement.

- 6.8 You shall provide, maintain, and pay for any additional insurance which you are required by law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement in your sole discretion.
- 6.9 You waive all rights of recourse against us with regard to damage to your own property.

#### **ARTICLE 7 - ASSIGNMENT**

- 7.1 You must not sublicense, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold.
- 7.2 Prior to considering a request for our consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you provide us with a report as to the environmental condition of the Land as provided in section 4.5.

#### **ARTICLE 8 - TERMINATION**

- 8.1 You agree with us that
- (a) if you

- 
- (i) default in the payment of any money payable by you under this Agreement, or
- (ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),
- and your default or failure continues for 60 days after we give written notice of the default or failure to you,
- (b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;
- (c) if you transfer or assign your interest in fee simple in all that parcel or tract of land more particularly described as Lot 1, Section 66, Comox District, Plan 14942 except any portion of the bed of the Courtenay River (PID 000-892-149);
- (d) if you
- (i) become insolvent or make an assignment for the general benefit of your creditors,
- (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or
- (iii) voluntarily enter into an arrangement with your creditors;
- (e) if you are a corporation,
- (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
- (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;
- (f) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent;
- (g) if this Agreement is taken in execution or attachment by any person; or
- (h) if we require the Land for our own use or, in our opinion, it is in the public interest to cancel this Agreement and we have given you 60 days' written notice of such
-

requirement or opinion;

this Agreement will, at our option and with or without entry, terminate and your right to use and occupy the Land will cease.

- 8.2 If the condition complained of (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have complied with the remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.
- 8.3 You agree with us that
- (a) you will make no claim against us for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 8.1; and
  - (b) our remedies under this Article are in addition to those available to us under the *Land Act*.

#### ARTICLE 9 - DISPUTE RESOLUTION

- 9.1 If any dispute arises under this Agreement, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.
- 9.2 Subject to section 9.5, if a dispute under this Agreement cannot be resolved under section 9.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.
- 9.3 The cost of the arbitration referred to in section 9.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.
- 9.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in Campbell River, British Columbia, and if we or our authorized representative have no office in Campbell River, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Campbell River, British Columbia.
- 9.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 9.2.

#### ARTICLE 10 - NOTICE

- 10.1 Any notice required to be given by either party to the other will be deemed to be given if

mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:

to us

MINISTRY OF FORESTS, LANDS, NATURAL RESOURCE OPERATIONS AND RURAL  
DEVELOPMENT  
370 South Dogwood Street  
Campbell River, BC V9W 6Y7;

to you

CITY OF COURTENAY  
830 Cliffe Ave  
Courtenay, BC V9N 2J7;

or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.

- 10.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 10.1.
- 10.3 The delivery of all money payable to us under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

#### ARTICLE 11 - MISCELLANEOUS

- 11.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 11.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.

- 11.3 The grant of a sublicense, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublicense, assignment or transfer of this Agreement.
- 11.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 11.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as
- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and
  - (b) you diligently attempt to remove the delay.
- 11.6 You acknowledge and agree with us that
- (a) this Agreement has been granted to you on the basis that you accept the Land on an “as is” basis;
  - (b) without limitation we have not made, and you have not relied upon, any representation or warranty from us as to
    - (i) the suitability of the Land for any particular use, including the use permitted by this Agreement;
    - (ii) the condition of the Land (including surface and groundwater), environmental or otherwise, including the presence of or absence of any toxic, hazardous, dangerous or potentially dangerous substances on or under the Land and the current and past uses of the Land and any surrounding land and whether or not the Land is susceptible to erosion or flooding;
    - (iii) the general condition and state of all utilities or other systems on or under the Land or which serve the Land;
    - (iv) the zoning of the Land and the bylaws of any government authority which relate to the development, use and occupation of the Land; and

- (v) the application of any federal or Provincial enactment or law to the Land;
  - (c) you have been afforded a reasonable opportunity to inspect the Land or to carry out such other audits, investigations, tests and surveys as you consider necessary to investigate those matters set out in subsection (b) to your satisfaction before entering into this Agreement;
  - (d) you waive, to the extent permitted by law, the requirement if any, for us to provide you with a "site profile" under the *Environmental Management Act* or any regulations made under that act;
  - (e) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and
  - (f) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads.
- 11.7 You agree with us that nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.
- 11.8 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

The parties have executed this Agreement as of the date of reference of this Agreement.

SIGNED on behalf of **HER MAJESTY  
THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA**  
by the minister responsible for the *Land Act*  
or the minister's authorized representative

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Minister responsible for the *Land Act*  
or the minister's authorized representative

SIGNED on behalf of **CITY OF COURTENAY**  
By its authorized signatories

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory





# Licence of Occupation MANAGEMENT PLAN

FILE #: 1414807

Her Majesty the Queen in Right of British Columbia (the "Province") and the City of Courtenay (the "Licensee") hereby agree that this document is the Management Plan for the purposes of Licence of Occupation No. V933091 dated September 24, 2018 from the Province to the Licensee (the "Licence") and that this document supersedes any earlier Management Plans. The signature of the Province's authorized representative is solely for the purpose of acknowledging the Province's acceptance of this document as the Management Plan for the purposes of the Licence and does not represent a certification by the Province or its signatory of any factual content or acceptance of professional responsibility by the Province's signatory for any advice or analysis contained in this document.

\_\_\_\_\_  
Authorized Signatory of Ministry of Forests, Lands, Natural  
Resource Operations and Rural Development

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature of Tenure Holder

\_\_\_\_\_  
Date



# Management Plan

Please describe the details of your project to the extent known. Consult the guidance document for further information on regulatory requirements, rational for why the information is required, and how to find required information.

The scope and the timing for response will be provided. If information is requested and not received, it may result in the disallowance of the application.

Information on these topics may be required as part of the application processing and if further detail is necessary that is not part of the application and management plan received, you will be contacted and requested to provide additional information. In some circumstances, the use of a qualified professional to complete the plan may be required.

## 1.0 Background

### 1.1 Project Overview

Describe project for which authorization is requested, including construction and/or phased development details:

The Courtenay Airpark Association under the Authorization of the City of Courtenay is planning to replace the aging float plane ramp on the Courtenay River. The existing wooden ramp has been in place for approximately 50 years and is deteriorating from age and flood damage. The old structure will be removed and replaced with a concrete ramp utilizing the existing footprint. Construction will be timed around the fisheries window of Aug. 1 - 10 as provided by Fisheries and Oceans Canada.

### 1.2 Investigative Work

If any preliminary investigative work has been carried out, with or without an investigative authorization, provide details on work completed, incomplete or on-going from previous term.



| Activity             | Brief Description of Activity                                 | Status (e.g. Complete, incomplete, ongoing) | Comments / Milestones                 |
|----------------------|---|---|---------------------------------------|
| Engineering & Design | Survey and engineering  | complete                                    | Copy of Engineering drawings attached |
| Environmental study  | Preparation of environmental management plan for construction | Complete                                    | Copy of report attached               |

Add Row

## 1.4 First Nations Consultation

Describe any contact you may have had, including the name of the First Nation(s) and representatives contacted.



Initial contact and discussions with K'omoks First Nation (Corey Frank and Jenny Miller). KFN are aware of the project and looking forward to receiving a referral from Min. FLNRO at which time they will respond. At this time they have not expressed any concerns with the proposed replacement but would like to receive background environmental and archaeological information.

## 2.0 Location

### 2.1 Description

Provide a general description of the location of the project:



On the right bank of the Courtenay River adjacent to the Courtenay Airpark in the City of Courtenay, BC. The ramp provides direct access from the Airpark to the Courtenay River for floatplanes.

### 2.2 Location Justification

Provide your reasons/justification of the need for this type of project at this location:



The existing wooden floatplane ramp has been in the same location for approximately 50 years and allows floatplanes to enter and exit the Courtenay River from the adjacent Airpark facility. This allows floatplanes to be taken out of the water and stored on land (either tied down in the open or inside hangars) and reduces the need for docks in the river. The ramp is used regularly by over 20 resident floatplanes, numerous visiting aircraft as well as an aircraft repair and maintenance business located at the Courtenay Airpark. The facility is critical on the BC coast as it is the only location other than Vancouver or Victoria where aircraft can be changed over from wheels to floats. It is also unique in that the Airpark is within walking distance to the downtown area of Courtenay with hotels and restaurants nearby.

The ramp is essential to the resident floatplanes which are used in support of several businesses and recreationally, and to the aircraft maintenance facility located on the Airpark. Their clients fly in from outside the area to have aircraft repaired and maintained and the ramp is essential remove floatplanes from the river.

Also, in the event of a major earthquake the regular transportation infrastructure (roads and bridges) may be damaged and the ability to use floatplanes for transporting emergency supplies in coastal regions will be critical. The Airpark is already used regularly by helicopter medivac flights and the nearby downtown core is convenient in an emergency situation.

### 2.3 Seasonal Expectations of Use

When will the Project require use of the land? Include information on key works during construction phases as well as operations phase. Please reference [reduced risk fish windows](#) as required by DFO:



| Project Phase (Construction / Operations) | Brief Description of Activity / Works                       | Season      |
|---|---|-------------|
| Ramp replacement                          | Demolition of wooden ramp and replacement with new concrete | August 2018 |

Add Row



### 3.0 Infrastructure and Improvements

#### 3.1 Facilities and Infrastructure

Detail any new and existing facilities, infrastructure or processes proposed and any ancillary uses. Provide details of planned construction methods and materials, and construction scheduling.


| Facility/Infrastructure/Process | Construction Methods/Materials                              | Construction Schedule |
|---------------------------------|---|-----------------------|
| Replacement of ramp             | See attached Construction Environmental Management and Plan | August 2018           |
| Add Field                       |   |                       |

#### 3.2 ACCESS

Identify existing and proposed roads used for access and their use by season. Include any proposed connections to public or Forest Service Roads; traffic information including volume of traffic during construction/operation and phase or season that the traffic is expected: 

| Roadway/Proposed Connection | Existing/Proposed        | Existing Road Classification | Road Permittee Information and Road Use Agreements | Traffic Volume     |                  | Mitigation of Traffic Effects |
|-----------------------------|--------------------------|------------------------------|--|--------------------|------------------|-------------------------------|
|                             |                          |                              |  | Construction Phase | Operations Phase |                               |
| Via Courtenay Airpark       | No public roads involved | N/A                          | N/A  | N/A                | None             | N/A                           |
| Add Field                   |                          |                              |  |                    |                  |                               |

#### 3.3 Utility Requirements and Sources

Describe utility requirements and sources, include agreements in place or underway allowing access to utilities. 

N/A - no utilities required

### 3.4 Water Supply

Identify water requirements for construction and operation phases (e.g. surface water and/or groundwater), including sources, location, volume and a general description of infrastructure planned to meet water supply requirements, include any agreements outside of Water Act Authorizations identified above (Section I, Authorizations, Permits or Approvals), such as Municipal water supply.

| Project Phase (Construction/ Operation) | Water Requirement (e.g. Surface water or ground water, etc) | Source/location | Volume | Infrastructure Description | Agreements |
|---|---|-----------------|--------|----------------------------|------------|
| N/A                                     | N/A   |                 |        |                            |            |
| Add Field                               |   |                 |        |                            |            |

### 3.5 Waste Collection Treatment and Disposal

Identify water requirements for construction and operation phases (e.g. surface water and/or groundwater), including:



| Project Phase (Construction/ Operation)                     | Water Requirement (e.g. Surface water or ground water, etc) | Source/location | Volume | Infrastructure Description | Agreements |
|---|---|-----------------|--------|----------------------------|------------|
| See attached Construction Environmental Management and Plan |   |                 |        |                            |            |
| Add Field   |   |                 |        |                            |            |

## 4.0 Environmental

Describe any significant impacts and proposed mitigation for the following environmental classes:

### 4.1 Land Impacts

#### 4.1.1 Vegetation Removal

Is any timber removal required?

Yes  No

Are any areas of vegetation to be cleared, outside of timber removal?

Yes  No

#### 4.1.2 Soil Disturbance

Will there be any areas of soil disturbance, including clearing, grubbing, excavation and levelling?

Yes  No

| Disturbance Type         | Impacts | Proposed Mitigations              |
|--------------------------|---------|-----------------------------------|
| Removal of existing ramp |         | See attached Environmental report |

Add Field

Is the area to be excavated a Brownfield site or has the potential to be contaminated?

Yes  No

Is there potential for disturbance of archaeological, paleontological fossils or historical artifacts?

Yes  No

#### 4.1.3 Riparian Encroachment

Will any works be completed within or adjacent to the riparian zone of any water body?



Yes  No

Identify all works that may affect the Riparian zone, the impacts, and proposed mitigations:

| Work Type                         | Impacts | Proposed Mitigations |
|-----------------------------------|---------|----------------------|
| See attached environmental report |         |                      |

Add Field

#### 4.1.4 Pesticides and Herbicides

Will there be any use of pesticides or herbicides during construction, operations and/or maintenance?

Yes



No

### 4.1.5 Visual Impacts

Will there be any adverse effects of the projects, and any potential adverse effects on sight lines to the project area from surrounding areas likely to be used for scenic viewing by residents or other users?

Yes  No

### 4.1.6 Archaeological Sites

Are there any known or high potential (Arch Procedure) archaeological sites within the project area?

Yes  No

Have you conducted an AIA or engaged an archaeologist to assist with your investigations?

Yes  No

### 4.1.7 Construction Methods and Materials

Identify the types of construction materials, the methods used, their impacts, and any mitigations:

| Construction Material/Method                          | Impacts | Mitigations |
|---|---------|-------------|
| See attached environmental report and design drawings |         |             |
| Add Field   |         |             |

## 4.2 Atmospheric Impacts

### 4.2.1 Sound, Odor, Gas or Fuel Emissions

Will the project construction or operation cause any of the following to disturb wildlife or nearby residents:

[\(Best management practices for sound\)](#)

Sound?  Yes  No

Explain the current conditions, source, type and range of emission. Provide a description of atmospheric effects from proposed construction, operation, and decommissioning phases. Also include proposed mitigation measures to manage or mitigate adverse effects.

| Emission Source        | Current Conditions | Project Impacts                       | Proposed Mitigations / Management |
|------------------------|--------------------|---------------------------------------|-----------------------------------|
| Construction Machinery | None               | Only during brief construction period | Minimize hours of construction    |
| Add Field              |                    |                                       |                                   |

Odor?  Yes  No

Gas?  Yes  No

Fuel Emissions?  Yes  No

### 4.3 Water or Land Covered by Water Impacts

#### 4.3.1 Drainage Effects

Will the project result in changes to land drainage?

Yes  No

#### 4.3.2 Public Access

Will the project result in changes to public access?

Yes  No

#### 4.3.3 Flood Potential

Will the project result in a potential for flooding?

Yes  No

### 4.4 Fish and Wildlife Habitat Impacts

#### 4.4.1 Disturbance to Wildlife and Wildlife Habitat

Will the project result in adverse effects to wildlife or wildlife habitat?

[\(BC Wildlife Act\)](#)

Yes  No

Will the project (construction or operations phase) occur in and around streams, lakes, estuarine or marine environments?

Yes  No

Describe the fish habitat on or near the project site, include potential impacts of the Project (e.g. stream crossings, water diversions, etc), including seasonal considerations, and plans to manage/mitigate effects.

| Project Phase                                  | Impacts | Proposed Mitigations / Management |
|--|---------|-----------------------------------|
| See attached environmental management and plan |         |                                   |

Add Field

Is the project (construction or operations phase) likely to increase erosion or sedimentation?

Yes  No

Will the project (construction or operations phase) require water diversion?

Yes  No

Will the project threaten or endanger species at risk in the area?

[Species At Risk Act](#)

Yes  No

## 5.0 Socio-Community

### 5.1 Land Use

Describe the current community setting on or near the project area, including the location of non-aboriginal and aboriginal communities or known use areas.

The floatplane ramp is located within the City of Courtenay adjacent to the Courtenay Airpark. The Airpark is circled by a paved walking trail which is widely enjoyed by the public. In May 2015 the local newspaper conducted an online poll which asked: Should the Courtenay Airpark be moved from it's current location to a more rural area? The results: Yes = 6.3% No = 93.7%

The former sewage lagoon adjacent to the Airpark has been rehabilitated as fisheries/wildlife habitat and the local Project Watershed Society has been working to restore the estuary. The Airpark Society supports Project Watershed's goals and has been working cooperatively on projects in the area.

The K'omoks First Nation's main reserve is located downstream from the Airpark on the opposite shore but there are remains of old village sites throughout the lower estuary. Where the floatplane ramp is located the riverbank has been disturbed in the past and there is riprap material armoring the bank. When the former Field's Sawmill was in operation the riverbed was regularly dredged to permit tugs to operate in the lower reaches. Project Watershed, partnered with the K'omoks First Nation and the City of Courtenay are currently fundraising in hopes of rehabilitating the former sawmill site to it's natural state. This will not conflict with the plan to replace the floatplane ramp.

#### 5.1.1 Land Management Plans and Regional Growth Strategies

Are there any land and resource management plans, coastal plans, provincial, regional growth strategies or local government plans with zoning, or management policies or use restrictions in place that could limit or preclude your proposed use of the land? (Please refer to the [Union of BC Municipalities \(UBCM\)](#), and check the websites of the municipality, regional district or other organization with jurisdiction including your project area.)

Yes  No

## 5.2 Socio-Community Conditions

### 5.2.1 Adjacent Users or Communities

Is the project likely to restrict public access, or the ability, or the ability of adjacent land owners or tenure holder to access their property or tenures?

Yes  No

### 5.2.2 Existing Services

Provide a description any increased demand on fire protection and other health facilities and emergency services arising from your Project, including proposed management or mitigation measures.



As noted earlier the replacement of the floatplane ramp will actually enhance emergency services in the area. In the event of a major earthquake the use of floatplanes could be critical to provide emergency transport in the likely event that roads and bridges are damaged.





May 29, 2017

# Construction Environmental Management and Plan

Courtenay Airpark Association  
Courtenay Airpark Float Plane Ramp Replacement

PROFESSIONALLY RESOURCEFUL

## Contact Information

|                                 |  |                  |   |
|---------------------------------|--|------------------|---|
| <b>Proponent</b>                | Courtenay Airpark Association  | <b>Address</b>   | 2159 Coleman Road, Courtenay, BC, V9J 1T8         |
| <b>Contact Phone</b>            | Lawrie McIntyre<br>(250) 334-4441  | <b>Email Fax</b> | lawrie@lawmar.ca                                  |
| <b>Engineer</b>                 | McElhanney   | <b>Address</b>   | 495 Sixth Street, Courtenay, BC, V9N 6V4          |
| <b>Contact Phone</b>            | Adam Cooper, ASCT, P. Tech (Eng)<br>(250) 338-5495                           | <b>Email Fax</b> | acooper@mcelhanney.com                            |
| <b>Environmental Consultant</b> | Strategic Natural Resource Consultants                                       | <b>Address</b>   | 301-1180 Ironwood Rd. Campbell River, BC, V9W 5P7 |
| <b>Contact Phone</b>            | Cindy Hannah, RPBio<br>(250) 287-2246  | <b>Email Fax</b> | channah@snrc.ca<br>(250) 287-2247                 |
| <b>Municipality</b>             | City of Courtenay  | <b>Address</b>   | 830 Cliffe Ave, Courtenay, BC, V9N 2J7            |
| <b>Contact Phone</b>            | Nancy Gothard, MCIP, RPP<br>Environmental Planner<br>(250) 334-6158 ext. 262 | <b>Email Fax</b> | ngothard@courtenay.ca                             |

## Introduction

The Courtenay Airpark Association under the authorization of the City of Courtenay is planning to replace the aging float plane ramp on the Courtenay River at the mouth of the estuary in Comox Harbour. The old structure will be removed and replaced with a concrete ramp utilizing the existing footprint.

The Courtenay River is a 6th order stream, forming at the confluence of the Puntledge River and the Tsolum River. The river is almost exclusively intertidal (estuarine) or tidally influenced and drains for approximately 2.5km into the estuary in Comox Harbour. The Courtenay River is utilized by all five pacific salmon, steelhead, rainbow and anadromous cutthroat trout.

This document is intended to provide a description of the work site (physical and biological), the proposed works and construction methods, the potential impacts to fish and fish habitat and the proposed mitigation measures. This document should be accompanied by the design documents prepared by McElhanney Consulting Services Limited (MCSL).

## Site Description

Water levels at the site vary significantly depending on river discharge and tidal heights. Discharge is partially controlled by the Comox Lake dam on the Puntledge River, but the Tsolum River is uncontrolled. Typical depth variation is approximately 2.5m throughout tidal cycles. Currents are typically swift in this section especially at low tides when discharge is high; however, currents can be gentle at high tide. The channel has sloping banks with a distinctly deeper thalweg along the work site. Highest discharge in the river typically occurs from November and through the winter in response to heavy rain and/or rain on snow events.





The channel width ranges from approximately 80m to 100m. The channel gradient is <1%. At the work site, the streambed material is composed primarily of fine sediments with some cobble present. The stream bank at the work site consists of a wood panel ramp with rip rap armouring. Upstream of the work site the bank has been armoured with rip-rap/boulders adjacent to a dock. Downstream of the worksite the bank is in a more natural state. Very little riparian vegetation is present at the work site, generally occurring in a narrow band up and downstream of the ramp along the airpark and trail network. The vegetation that is present consists of small shrubs and graminoid species. The intertidal area of the downstream bank is vegetated with sedges and other graminoid species.

Previous studies of the river/estuary have found water temperatures to be generally high, typically ranging from 16-20°C in the late spring/summer which may be detrimental to fish in the river/estuary. And will potentially result in few salmonids being present at or near the work site at the time of construction. However, the entire Courtenay River, its estuary and Comox Harbour provide critical habitat to all anadromous fish that use the river system, especially juvenile salmon. All pacific salmon, steelhead, rainbow and anadromous cutthroat trout are known to utilize the Courtenay River for access into the Puntledge and Tsolum systems. Sockeye were introduced into the drainage and do not make a significant run/stock in this watershed. Adult salmon typically move into the river from July (summer chinook) through to October (chum and fall chinook). The Courtenay River itself is primarily a migration corridor and no records could be located indicating that spawning occurs downstream of the confluence of the Puntledge and Tsolum.

Previous studies of juvenile salmonid use in the estuary have found it is used by chum, coho and chinook salmon as well as steelhead, rainbow and anadromous cutthroat trout. Pink do pass through the estuary as well, but remain for a relatively short period. Trout species tend to be more abundant in the upper river zone and not in the vicinity of the work site. Juvenile abundance likely varies annually and is dependent on a number of potentially limiting factors. The habitat has the potential to support a relatively high abundance of juvenile salmonids. Juvenile salmonid use of the river and estuary begins and peaks in the spring and falls off through the summer as juveniles migrate out to sea. Given the conditions of the work site (both location at the mouth of the river and existing ramp with low habitat quality), it is not anticipated that fish use of this specific site will be high during the construction period.

Based on life history characteristics, habitat types, and water temperatures it is not anticipated that high numbers of juvenile salmonids will be present in the vicinity of the work site at the time of works. The immediate work site does not offer typical/high value juvenile coho habitat. It is also anticipated that spawning salmon will be able to pass the work site unencumbered. The work site makes up a very small portion of the entire river/estuary habitat and is considered to be degraded due to the existing ramp and altered riparian area preventing the establishment of natural stream banks and natural stream bed materials that would provide much more functional habitat for fish.

## Timing & Instream Works

The project consists primarily of instream works. Works will be timed for the Courtenay River Estuary Timing Window of August 1-10 as provided by Fisheries and Oceans Canada (DFO). This timing window should coincide with low flows in this system and when the fewest fish in sensitive life stages are expected in the area.



The provincial timing window for instream works for Vancouver Island equates to one day on August 15 (due to the presence of trout species and pink salmon in the river). The DFO timing window will supersede this timing window as it is specific to the Courtenay River.

## General Construction Outline

The replacement works will be conducted in accordance with the engineered design/drawings/plans prepared by McElhanney.

### Proposed Sequence:

- Install turbidity curtain and remove any remaining fish in the work area.. The curtain will be installed with a crane from above the high water mark and a boat crew in the river.
- Remove and stockpile the existing rip rap
- Remove existing wooden ramp structure including concrete abutment and supports
- Excavate to suitable subgrade for walls & slab. This will require an excavator to operate below the HWL, but on dry land. Work will be aligned with low tides.
- Place geotextile, base rock, lock blocks and rock fill under slab.
- Place precast ramp slabs.
- Pour cast in place slab. This will involve pouring concrete below HWL, at low tide. The type of concrete that will be used has a 1 hour set time. The concrete will be poured as the tide is receding.
- Place rip rap.
- Place asphalt pavement between existing pathway and the cast in place ramp.
- Install wood decking strips and timber curbs
- Remove turbidity curtain.

## Construction Risks and Mitigation Measures

**Risk:** Direct harm/death of fish

### Mitigation:

The work site will be isolated from the river using the following techniques:

- The turbidity curtain will be installed from the dry river edge. The curtain must be secured above the HWM on both the downstream and upstream ends to prevent fish from entering the work area.
- Once the turbidity curtain is set and isolating the work site, remove any fish that remain inside the curtain.
- The curtain must be monitored and maintained throughout the project.

**Risk:** Use of concrete/rise in water pH level

### Mitigation:

The following techniques will be used in an attempt to conduct concrete works in the dry and isolate the work site from the river as much as possible:

- Time works for low tides and low flows as much as practical.
- Utilize concrete with a 1 hour set time.
- Install and maintain the turbidity curtain as explained above.
- Ensure concrete forms are constructed in manner that prevents uncured concrete from leaking.

The following techniques will be used if uncured concrete mixes into the water column within the work site:





- Use a water pump to pump concrete laden water into an appropriate containment device (e.g. dewatering sand filter box).
- Monitor pH in the work site and do not allow concrete laden water to mix with river water as much as practicable until pH is within 1.0pH of background river pH level (turbidity curtain to maintain separation).
- At all times, ensure a 20lbs CO<sub>2</sub> tank with regulator, hose and gas diffuser is on hand to neutralize pH in the water column should the pH rise by 1.0 above background levels or above 9.0. If pH rises above threshold, turn on the regulator and diffuse CO<sub>2</sub> into the contaminated water.

**Risk:** Sedimentation

**Mitigation:**

The following techniques will be used in an attempt to conduct works in the dry and isolate the work site from the river as much as possible:

- Time works for low tides and low flows as much as practical.
- Install and maintain the turbidity curtain as explained above.
- Ensure the turbidity curtain is installed, monitored and maintained throughout the project.
- Monitor turbidity in the vicinity of the work site. Cease works if turbidity is deemed to be too high. Adjust work procedures and/or utilize more sediment control devices before returning to work.

**Risk:** Spills (fuel, oil, antifreeze, etc.)

**Mitigation:**

- Deploy an absorbent spill boom in conjunction with the turbidity curtain around the work site when the excavator (or any other heavy equipment) is working near/above the river.
- Ensure machinery is clean and leak free.
- Ensure machinery has 20L emergency spill kit on board.
- Ensure adequate spill containment materials are on site at all times.
- Re-fuelling, machine parking and storage of any potentially deleterious products to be conducted in a designated area away from the river.

**Risk:** Significant rainfall

**Mitigation:**

- Rainfall shutdown procedures will be followed if the intensity and duration of a rain event is such that there is an increase in water levels in the river that impacts the ability to work and/or an increased risk of sediment transport. These procedures will include removing all machinery and equipment from the immediate work site.

**Risk:** Damage to riparian vegetation

**Mitigation:**

- Minimize removal of riparian vegetation. Only remove vegetation required to ensure a safe work area and to conduct the repairs to the design standards.
- Mark vegetation to be removed and/or the boundaries of the worksite.
- Use sediment control devices/techniques where vegetation removal creates a risk of sedimentation (e.g. uprooting, newly exposed soils).



## Monitoring

A qualified Environmental Monitor (EM) will be on site during all works below the high water mark, or works that have the potential to impact fish habitat. During the lowest risk works (e.g. site prep, material preparation) the EM will make periodic visits to the site and/or be available should any issues develop.

The EM will be onsite to provide guidance and assist with the installation of the turbidity curtain and any subsequent requirement to remove fish from the work site.

### Turbidity Monitoring

As works are being conducted on a fish bearing stream, the goal of the contractor shall be to have no releases of sediment laden water from the worksite. Where this is not feasible due to the nature of the works, monitoring of turbidity (NTUs) will be undertaken to ensure turbidity levels are within acceptable ranges. The following table is adapted from Birtwell et al (2008)<sup>1</sup> and will be used as a guideline and rationale by the EM to recommend a shutdown as turbidity levels surpass "Slight Impairment" and approach "Significant Effects".

| Duration | Slight impairment<br>(behavioural effects) | Significant effects<br>(growth and habitat) | Severe impairment<br>(habitat alientation) |
|----------|--|---|--|
| 1h       | 38   | 160   | N/A  |
| 2h       | 28   | 120   | N/A  |
| 3h       | 23   | 100   | N/A  |
| 8h       | 15   | 65  | 710  |
| 1d       | 10   | 39  | 440  |

Measurements will be taken immediately upstream of the work site to establish background levels, and immediately downstream of the work site. Works may resume once turbidity levels have returned below the thresholds above, or to the background level.

### pH Monitoring

With the use of the quick setting concrete, mixing of uncured concrete into the water column is unlikely. If determined it is required, monitoring of in water pH will be conducted to determine if mitigation measures are functioning and if further measures are required.

Background pH levels will be established by measuring pH within the river, upstream of the site. Measurements can be taken throughout each work day at regular intervals. Measurements will be taken at an easily accessible location for efficiency.

Once water infiltrates the work site and comes into contact with concrete forms, pH levels will be measured within the work area. pH will be monitored for at least 1 hour following inundation of the work site to determine if concrete is mixing/pH is rising.

<sup>1</sup> Birtwell, I.K., M. Farrell and A. Jonsson. 2008. *The Validity of Including Turbidity Criteria for Aquatic Resource Protection in Land Development Guideline (Pacific and Yukon Region)*. Fisheries and Oceans Canada. Canadian Manuscript Report of Fisheries and Aquatic Sciences 2852.





If pH is found to rise by 1.0pH units above background (or above 9.0), water pumping and CO<sub>2</sub> diffusion must be commenced and continue until pH has returned to acceptable levels.

## Site Restoration

All material or debris that inadvertently enters the river must be removed prior to completing the works. All garbage and unused materials must be removed from the area upon completion of the works. As the riparian area is already altered, no requirement for re-planting is required. Clean the work site to City standards.

## Equipment List

The following list is to be used as a guide by the contractor. The onsite Environmental Monitor may change the contents and quantities of this list during works as the situation dictates. If other suitable materials are available they may be used upon approval of the engineer, environmental monitor and or City representative.

**Table 1: List of equipment to be provided by the contractor (unless otherwise stated).**

| Equipment                                 | Specifications  | Quantity    |
|---|---|-------------|
| <b>General spill/sediment containment</b> |   |             |
| Turbidity (silt) curtain -                | >90m long, 5m tall with floatation on top and sinking "lead" line on bottom | 1           |
| 8" absorbent oil boom                     |   | >90m        |
| Absorbent spill pads (white/oil)          |   | 1 bag       |
| Absorbent spill pads (grey/universal)     |   | 1 bag       |
| Emergency spill kit                       |   | 1/machine   |
| Heavy duty garbage bags                   |   | 1 box (>20) |
| Shovel                                    |   | 2           |
| <b>Water pumping</b>                      |   |             |
| 4" trash pump                             |   | 1           |
| Intake/suction hose                       |   | 1           |
| Discharge hose                            |   | 100 feet    |
| Dewatering filter box                     |   | 1           |
| <b>CO2 Diffuser</b>                       |   |             |
| CO2 tank                                  | Minimum 20lbs   | 2           |
| Regulator                                 |   | 1           |
| Hose                                      | 5m long   | 1           |
| Gas diffuser                              |   | 1           |





# CERTIFICATE OF INSURANCE

**Freedom of Information and Protection of Privacy Act**  
 The personal information requested on this form is collected under the authority of and used for the purpose of administering the *Financial Administration Act*. Questions about the collection and use of this information can be directed to the Director, Client Services, Core Government and Crowns at 250 356-8915, PO Box 9405 STN PROV GOVT, Victoria BC V8W 9V1.  
**Please refer all other questions to the contact named in Part 1.**

## Part 1 To be completed by the Province

|   |  |  |
|---|--|--|
| THIS CERTIFICATE IS REQUESTED BY and ISSUED TO <i>(Name of office)</i><br>HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister responsible for the Land Act |  | AGREEMENT IDENTIFICATION NO.<br>File: 1414807  |
| <b>PROVINCE'S CONTACT PERSON</b><br>NAME & TITLE<br>Shelley Jackson Authorizations Administrator  |  | PHONE NO. 250 286-9400<br>FAX NO. 250 286-9490 |
| MAILING ADDRESS<br>370 South Dogwood Street, Campbell River, BC   |  | POSTAL CODE<br>V9W 6Y7                         |
| CONTRACTOR NAME<br>830 Cliffe Ave.  |  | POSTAL CODE<br>V9N 2J7                         |
| CONTRACTOR ADDRESS<br>Courtenay, BC   |  | POSTAL CODE<br>V9N 2J7                         |

## Part 2 To be completed by the Insurance Agent or Broker

|  |   |                           |                           |
|--|---|---------------------------|---------------------------|
| INSURED  | NAME<br>Courtenay Air Park Association and/or City of Courtenay   |                           | POSTAL CODE<br>V9N 2J7    |
|  | ADDRESS<br>830 Cliffe Avenue, Courtenay, BC   |                           |                           |
| OPERATIONS INSURED                               | PROVIDE DETAILS<br>Airport Operator and/or owner  |                           |                           |
| TYPE OF INSURANCE<br><i>List each separately</i> | COMPANY NAME, POLICY NO. & BRIEF DESCRIPTION  | EXPIRY DATE<br>YYYY/MM/DD | LIMIT OF LIABILITY/AMOUNT |
| Aviation General Liability                       | Lloyd's Underwriters (85%) and Allianz Global Risks US (15%)<br>Policy No. AVLON1800517<br>Airport Operator/Owner Liability Insurance | 2019/04/01                | 5,000,000 per occurrence  |

**This certificate certifies that policies of insurance described herein are in full force and effective as of the date of this certificate and comply with the insurance requirements of the Agreement identified above, except as follows:**

AGENT OR BROKER COMMENTS:

|   |  |                                 |
|---|--|---------------------------------|
| AGENT OR BROKERAGE FIRM<br>Aon Reed Stenhouse Inc.                      | ADDRESS<br>1900-700 De La Gauchetiere Street West, Mtl, QC     | PHONE NO.<br>(514) 842-5000     |
| NAME OF AUTHORIZED AGENT OR BROKER (PRINT)<br>Audrey Van Houtte-Drapeau | SIGNATURE OF AGENT OR BROKER ON BEHALF OF THE ABOVE INSURER(S) | DATE SIGNED<br>November 8, 2018 |



THE CORPORATION OF THE CITY OF COURTENAY

## STAFF REPORT

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**To:** Council  
**From:** Chief Administrative Officer  
**Subject:** Park Cafe Lease

**File No.:** 2380-20 MARI  
**Date:** November 19, 2018

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### PURPOSE:

The purpose of the report is to request approval for staff to proceed with a five year lease with the Park Cafe.

### POLICY ANALYSIS:

The *Community Charter*, section 26 authorizes the City to lease any real property held or owned by the City subsequent to the publishing of notice of the proposed disposition in accordance with section 94. Council is responsible for approving and authorizing the execution of such leases.

### CAO RECOMMENDATIONS:

Based on the November 19, 2018 staff report, "Park Café Lease", subsequent to the publication of notice, Council approve Option 1 and authorize the attached lease with Donna McLean d.b.a. Park Cafe for at term of five years with one additional five year option to renew, with respect to the municipally owned property located at 102A-20<sup>th</sup> Street, on lands having a legal description of PID: 004-154-665, Lot 2, Plan VIP81287, Section 61, Comox Land District; and

That the Mayor and the Director of Legislative and Corporate Services be authorized to execute the lease on behalf of the City.

Respectfully submitted,

David Allen, BES, CLGEM, SCLGM  
Chief Administrative Officer

### BACKGROUND:

The Marina Building is located steps away from the Courtenay Marina and provides the only City owned public washroom facility along the Courtenay Riverway trail other than the portable washroom located adjacent to the Rotary Sky Park.

A 580 square foot portion of the interior Marina Building including the exterior deck has been leased by the Park Cafe since 2002 as illustrated in Figure 1 below. The lease for the current term has come due and



with no further options to renew. The tenant has submitted a request in writing for a new lease of a five year term with one five year option to renew.

Figure 1: Marina Building – Park Cafe



**DISCUSSION:**

The proposed lease will be effective December 1, 2018 for a term of five years with an option to renew for an additional five year term.

Council is required to dispose of municipal property at market value pursuant to section 25 of the *Community Charter*. The fair market rent for comparable sized space is \$20-\$24 PSF per annum with a two percent increase each year.

**FINANCIAL IMPLICATIONS:**

Should Council approve the lease the annual base rent will be \$21.53 PSF or \$12,492.00 per year with a two percent increase each year. The Park Cafe pays \$735.78 in property taxes (based 2018 Property Taxes) and the tenant is also responsible for the half the cost of the cleaning of the public washrooms in the Marina Building which totals \$140 per week or \$7,280 per year.

The City's repair and maintenance expenses related to the cafe portion of the Marina Building are not tracked separately. The total repair and maintenance operating budget for the entire Marina Building in 2017 was \$24,123.

**ADMINISTRATIVE IMPLICATIONS:**

The lease will be administered through the Legislative and Corporate Services Department.

**ASSET MANAGEMENT IMPLICATIONS:**

The established service levels for the Marina Building will remain the same should Council approve the lease.

**STRATEGIC PRIORITIES REFERENCE:**

The following section of the City of Courtenay 2016-2018 Strategic Priorities applies:

**We actively pursue vibrant economic growth**

- Continue to improve our relationship with business in our community
- ▲ Our investment in economic development is measurable



- **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:**

4.2.3 Policies 5. Marina Commercial:

Council will:

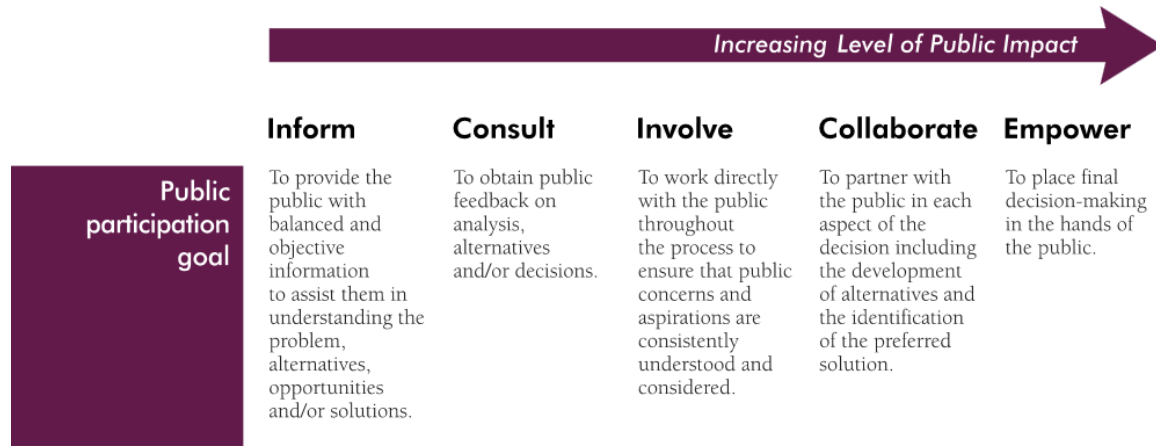
- protect the integrity of marina facilities at 20<sup>th</sup> Street.

**REGIONAL GROWTH STRATEGY REFERENCE:**

Not referenced.

**CITIZEN/PUBLIC ENGAGEMENT:**

With the disposition of land, council is required to post notice in local newspapers pursuant to section 26 of the *Community Charter*. This notice will **inform** the public as identified in the *IAP2 Spectrum of Public Participation*.



**OPTIONS:**

Option 1: Council approve Option 1 and authorize the attached lease with Donna McLean d.b.a. Park Cafe for at term of five years with one additional five year option to renew, with respect to the municipally owned property located at 102A-20<sup>th</sup> Street, on lands having a legal description of PID: 004-154-665, Lot 2, Plan VIP81287, Section 61, Comox Land District; and

That the Mayor and the Director of Legislative and Corporate Services be authorized to execute the lease on behalf of the City.

Option 2: Council not approve the lease and direct staff to find another tenant.

Option 3: Council refer the matter back to staff for further consideration.

Prepared by:

Dave Snider RLA  
Director of Recreation and Cultural Services

Attachments:

1. Park Cafe Lease





## 2. Term

- 2.1 To have and to hold for a term of Five (5) YEARS, commencing on December. 1, 2018 and expiring at midnight on November 30, 2023 (the "Term") for the purpose of operating a café restaurant and no others, subject to the Rules and Regulations outlined in Schedule "C", and the Tenant hereby accepts the demise and lease of the Premises, all subject to the covenants, conditions, and agreements herein contained.
- 2.2 At any time during the Term or any renewal thereof, either the Landlord or Tenant may terminate this lease by giving twelve (12) month's advance notice of its intention to terminate this Lease, and after the expiration of such period of notification, this Lease shall be terminated and ended without further notice or delay.

## 3. Rent

- 3.1 The basic rent payable to landlord for the demised Premises on the first (1st) day of December 2018 and on the first (1st) of each month thereafter. Rent for the Premises for the first twelve months of the Term shall be calculated and paid to the Landlord in Canadian dollars and based on the rental rates shown in Schedule "B" (Rent Payments) and the Tenant shall pay to Landlord, from time to time upon demand, all other sums payable to the Landlord pursuant to this Lease (the "Additional Rent"). All delinquent Rent shall bear interest equal to five percent (5%) per annum above the prevailing prime lending rate then published by Landlord's bankers from the date due until paid.

## 4. Option to Renew

The Tenant, if not in default hereunder and Landlord subject to Council approval, may mutually agree in writing to renew this Lease for an additional term of Five (5) on the same terms and conditions contained herein, save except for this covenant for renewal and except that Rent to be paid during such renewal period shall be fixed and determined by the Landlord at the time of the renewal at greater or other rate than herein reserved (based on the applicable policies of the Landlord in effect). The Tenant shall exercise this renewal by giving written notice to the Landlord in the manner provided herein not less than Six (6) months prior to expiry of the term.

## 5. Holding Over

- 5.1 If upon the expiration of the term of this Agreement, the Tenant continues to occupy the Premises without any express agreement as to a new term, a tenancy from year to year shall not be created by implication of law, but the Tenant shall be a monthly occupant at a monthly rent equal to the instalments of rent hereby reserved in this Lease Agreement plus an increase of two (2) percent and otherwise on the same terms and conditions set forth in the Agreement insofar as the same applicable to a month to month tenancy for a maximum of one (1) year or as mutually agreed to in writing by both parties.

**6. Assignment**

- 6.1 The Tenant shall not assign this Agreement or sublet all or any part of the Premises without the written consent of the Landlord, which consent may not be arbitrarily or unreasonably withheld.
- 6.2 The Landlord shall not assign this Agreement without the prior written consent of the Tenant, which may not be arbitrarily or unreasonably withheld. However, in the event that the Agreement is assigned by the Landlord to a party unacceptable to the Tenant, and if a compromise acceptable to both Parties cannot be reached, the Tenant shall have the right to terminate this Agreement, or any renewal thereof without penalty, effective the date of such assignment.

**7. Premises Leased "as is".**

- 7.1 The Leased Premises are leased "as is".

**8. Tenant Pays Taxes**

- 8.1 The Tenant shall promptly pay when due municipal, regional district, school, hospital district, and other property taxes, charges, levies, assessments, and other fees which may be imposed or that may arise in respect of the Premises or the Tenant's use of the Premises including all charges for telephone service, cablevision, internet, and garbage removal. The Tenant shall pay to the Landlord all taxes, charges, levies and other fees, including Goods and Services Tax or any replacement tax, which may be payable in respect of this Lease.

**9. Landlord's Covenants**

- 9.1 The Landlord shall be responsible for all exterior building envelop repairs and maintenance, structural interior and exterior repair and maintenance, deck repairs and maintenance, building insurance coverage, and supply water, sewer, and electricity to the Premises.

**10. Landlord's Right to Perform**

- 10.1 If the Tenant shall fail to perform or cause to be performed each and every one of the covenants and obligations of the Tenant contained in this lease, on the part of the Tenant to be observed and performed, the Landlord shall have the right (but shall not be obliged) to perform or cause the same to be performed and to do or cause to be done such things as may be necessary or incidental thereto (including without limiting the foregoing, the right to make repairs, installations, erection and expend monies) and all payments, expenses, charges, fees, (including all legal fees on solicitor and client basis) and disbursements incurred or paid by or on behalf of the Landlord in respect thereof shall be paid by the Tenant to the Landlord forthwith.

## 11. Use of Premises

11.1 The use of Premises shall be restricted to the operation of a café restaurant and for no other use without the prior consent of the Landlord.

## 12. Tenants Covenants

12.1 The Tenant covenants with the Landlord as follows:

- (a) to pay the rent on the days and in the manner aforesaid;
- (b) the Tenant shall pay for any damage arising from its occupation and use of the Premises; normal wear and tear accepted;
- (c) to well and truly observe and fulfil the provisions and requirements of all Statutes, Codes, Regulations, By-laws, Rules, Orders and Instructions, Regulations or other requirements of any government authority having jurisdiction including but not limited to scheduling the cleaning and maintenance of grease traps, fire suppression systems and hood ranges;
- (d) to effect all repairs necessary to the Premises at its own expense and shall provide copy of service records within thirty days of written request by Landlord of regularly scheduled maintenance and inspections of Tenant's equipment and fixtures, with the exception of structural repairs which shall be the responsibility of the Landlord;
- (e) that the Premises are now in good and tenantable state of repair and covenants at all times during the term of this agreement to maintain appurtenances and fixtures, in good and substantial repair, reasonable wear and tear and the Tenant will, upon notice in writing, reimburse the Landlord for costs of repairing or restoring any damage to the Premises caused by the negligence or wilful act by the Tenant, its sub-tenants, licensees, invitees, agents and employees;
- (f) to maintain the public washrooms in the building in a good and reasonable condition and to install supplies (soap, paper towels, toilet paper, etc) within these areas which supplies are to be provided by Landlord. Tenant shall be responsible for one half of the cleaning cost of the public washrooms in the building;
- (g) (i) the Tenant shall make no alterations, installations, removals or additions or improvements in or about the demised premises without Landlord's prior written consent and in the event of such consent all works shall be done at the Tenant's sole expense and at such times and as such manner as the Landlord may approve.

(ii) All articles of personal property and all business trade fixtures, machinery and equipment, cabinet work, furniture and moveable partitions owned or installed by the Tenant at the expense of the Tenant in the demised premises shall remain the property of the Tenant and may be removed by the Tenant at any time during the Term and any renewal provided the Tenant is not in default of the Lease and that the Tenant at its expense shall repair any damage to the demised Premises or the building, caused by such removal or original installation. The Landlord may elect to require the Tenant to remove all or part of the aforescribed property at the expiration of this Lease in which event such removal shall be done at Tenant's expense and

If the Tenant does not remove its property forthwith after written demand by the Landlord, such property shall, if the Landlord elects, be deemed to become the Landlord's property, or the Landlord may remove the same at the expense of the Tenant, the cost of the removal to be paid by the Tenant forthwith to the Landlord on written demand, the Landlord not to be responsible for any loss or damage to such property because of such removal.

### **13. Inspections**

- 13.1 The Tenant agrees that a representative of the authority to carry out Health and Safety inspections may inspect the Premises and common areas of the Premises either prior to or subsequent to occupation and periodically thereafter as he may deem fit;
- 13.2 The Tenant agrees that a representative having the authority of the Fire Commissioner of Canada may conduct fire inspections and fire evacuation drills not less frequently than once a year;
- 13.3 The Tenant agrees to comply with any orders issued by the authority of jurisdiction identified in Clauses 13.1 and 13.2 which involves any matter for which the Tenant is responsible under the terms of this Agreement.

### **14. Security**

- 14.1 The Tenant shall be solely responsible for securing the Premises.

### **15. Yielding Up**

- 15.1 The Tenant shall yield up the Premises at the expiration of the term, or of any renewal thereof as the same may have been renewed, together with such alterations and moveable effects as paid for by the Landlord, in good repair, reasonable wear and tear excepted.

15.2 Provided Tenant is not in default of paying Rent, Landlord and Tenant agree that all articles of personal property and all business and trade fixtures, machinery and equipment, cabinet work, furniture and moveable partitions owned or installed by Tenant at the expense of the Tenant in the demised Premises shall remain the property of the Tenant and may be removed by the Tenant at any time during the Term and any renewal or extension thereof, provided that the Tenant at its expense shall repair any damage to the demised Premises or the building which the demised Premises is located, caused by the original installation. The Landlord shall have the option to require the Tenant to remove all or any part of the afore described property at the expiration of this Lease Agreement in which event such removal shall be done at the Tenant's expense and the Tenant shall at its expense repair the damage to the demised Premises or the building caused by such removal. If the Tenant does not remove its property forthwith after a written demand by Landlord, such property shall, at Landlord's discretion, be deemed Landlord's property, or Landlord may remove the same at the expense of the Tenant, the cost which shall be paid by Tenant forthwith to Landlord on written demand, the Landlord shall not be responsible for any loss or damages to such property because such removal.

## **17. Destruction of Premises**

17.1 If a fire or any other casualty ("Casualty") which damages the Premises or the Building occurs and materially affects the use of the Premises, Landlord shall determine whether the Premises are rendered substantially untenable and make an initial estimate of the time needed to complete necessary repairs to the Building and Premises. Within thirty (30) business days after the Casualty, Landlord shall notify Tenant in writing of Landlord's determinations ("Landlord's Notice") as follows:

- (a) If Landlord's Notice states that the Premises has been rendered substantially untenable by the Casualty and Landlord's initial estimate of the time needed for repair exceeds 180 days, Landlord or Tenant may, by written notice, terminate this Lease as of the date of the Casualty. Written notice of Landlord's or Tenant's election to terminate the Lease pursuant to 17.1 (a) and 17.1 (c) will be given by the 45th business day after the date of the Casualty. If Landlord's Notice states that the Premises have been rendered substantially untenable by the Casualty but Landlord's initial estimate of the time needed for repair is 180 days or less, Landlord may at its option proceed with the restoration of the Premises and Building as set forth in 17(d) below, and this Lease shall remain in full force and effect.
- (b) If Landlord's Notice pursuant to its Architect's report states that the Premises are still substantially tenable after the Casualty, then neither Landlord nor Tenant shall have the right to terminate this Lease.
- (c) Either party may terminate this Lease if the Casualty occurs within the last 6 months of the Term or Landlord's estimate of the time needed to repair the

damage caused by the Casualty exceeds more than 20% of the then remaining Term.

- (d) Unless the Lease is terminated, Landlord will repair the Premises and Building (other than leasehold improvements installed by Tenant and Tenant's personal property) to substantially the same condition as existed immediately prior to the Casualty. Tenant shall relocate, at Tenant's expense, all personal property from the Premises prior to and during the repairs.
- (e) If the Premises are damaged by Casualty and the Lease is not terminated, the Rent shall abate for that part of the Premises which have been rendered untenable and not occupied by Tenant on a per diem and proportionate area basis from the date of the Casualty until the date which Landlord has Substantially Completed the required work. If Landlord makes other space available to Tenant, Rent for the substitute premises shall be payable on an equitable basis as reasonably determined by Landlord.

## **18. Landlord Right to Enter**

- 18.1 The Landlord, its servants or agents shall have full and free access for inspection purposes during normal business hours and in the presence of the Tenant or a representative of the Tenant to any and every part of the Premises; it being expressly understood and agreed, however, that in cases of emergency, the Landlord, its officers, servants or agents, shall at all times and for all purposes have full and free access to the Premises.

## **19. Default**

- 19.1 If the Tenant defaults in the payment of any money payable under this Lease or fails to observe, comply with or perform any of its covenants, agreements or obligations under this Lease, the Landlord may deliver to the Tenant a notice of default (in the manner required herein for giving notices) stipulating that the default must be rectified or cured within 15 days of the notice if the default is non-payment of Rent or Additional Rent and within 30 days of the notice for other defaults, but less or no notice is required to be given by the Landlord in emergency or urgent circumstances, as determined by the City in its sole discretion, acting reasonably, or where the Tenant has failed to keep the Premises insured.
- 19.2 If the default (other than payment of money payable by the Tenant under this Lease and other than failure to keep the Premises insured) reasonably requires more time to rectify or cure than 30 days, the Tenant will be deemed to have complied with the rectification or curing of it if the Tenant commences rectifying or curing the default within 30 days after notice from the Landlord and diligently completes the same.

## **20. Insurance & Indemnification**

- 20.1 Without limiting the foregoing, the Tenant shall at its own expense, throughout the

term of this lease, secure and maintain in force during the Term of this lease or any renewal thereof:

- (a) a policy of comprehensive/commercial general liability insurance for the benefit of the Landlord and the Tenant providing coverage for death, bodily injury, property loss, property damage and other potential loss and damage arising out of the Tenant's use and occupation of the Premises or the Lands ; and
  - (b) product liability insurance to cover any liability that might arise out of the sale of goods and any other products by the Tenant,
  - (c) all with an inclusive limit of not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence for bodily injury and property damage, cross liability clause and naming the City of Courtenay as additional insured.
  - (d) All insurance shall be underwritten by a responsible insurance company or companies licensed to do business in the Province of British Columbia and that meet with the reasonable approval of the Landlord, be upon the terms and conditions satisfactory to the Landlord, shall contain a waiver of segregation clause in favour of the Landlord, and shall contain a clause requiring the insurer not to cancel or change the insurance without first giving the Landlord thirty days written notice thereof. Copies of all policies shall be delivered to the Landlord upon request.
  - (e) The Tenant agrees that if it does not provide or maintain in force such insurance, the Landlord may take out the necessary insurance and pay the premium therefore for periods of one year at a time, and the Tenant shall pay to the Landlord as additional rent the amount of such premium immediately upon demand.
  - (f) In the event that both the Landlord and the Tenant have claims to be indemnified under any insurance, the indemnity shall be applied first to the settlement of claims of the Landlord and the balance, if any, to the settlement of the claim of the Tenant.
- 20.2 The Tenant shall indemnify and save harmless the Landlord from any loss or damage arising from any wrongful act or omission of the Tenant, and against all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made resulting from the negligence of its employees.



## **21. Environmental Compliance and Indemnification**

- 21.1 The Tenant shall use the Premises and Land in compliance with all applicable laws, bylaws, rules, and regulations of the appropriate jurisdictions pertaining to the environment, health and welfare and occupational safety. The Tenant shall not, unless specifically required for police purposes, bring or permit to be brought onto the Premises, any substance in a toxic or otherwise hazardous form, or any substance which if it were to remain on or escape from Premises, may contaminate or pollute the Premises or any other property with which it may come in contact.
- 21.2 In the event that the Premises is contaminated or polluted by any action or omission of the Tenant, its employees, agents, contractors, or invitees, the Tenant shall immediately notify the Landlord and any governmental department or agency as may be required by law, of such pollution or contamination. The Tenant shall immediately conduct or have conducted, at Tenant's own expense, an environmental audit as may be required by the Landlord and any appropriate governmental department of agent, which shall include an estimate of the scope of work required to eliminate the contamination and/or pollution caused by the Tenant, its employees, agents, contractors, or invitees. The remediation work suggested in the environmental audit to eliminate the said contamination and/or pollution shall not proceed without prior approval and consent of the Landlord. Upon receipt of said approval, the Tenant will undertake, at Tenant's own expense, the necessary redevication to the satisfaction of the Landlord and the appropriate government department or agency.

## **22. Dispute Resolution**

- 22.1 In the event of any dispute or difference shall arise between the Parties hereto in connection with the use of the Premises as to the interpretation of any part of this Agreement or as to any matter not referred to in this Agreement and requiring agreement or as to matters requiring further agreement by the Parties, such dispute or difference shall be determined by arbitration pursuant to the *Arbitration Act of the Province of BC* . The costs and expenses of the arbitration shall be paid by the party requiring the arbitration.
- 22.2 Nothing herein shall preclude either party from recourse to the Courts where there is an excess of jurisdiction or error of law relating to or in the arbitration process.

**23. Notice**

23.1 Whenever in this Lease it is required or permitted that notice or demand be given or served by either party to this Lease to or on the other, the same shall be in writing and shall be sufficiently Any notice required to be given to any party shall be deemed to have been sufficiently communicated if delivered in person, sent by Priority Post or sent by facsimile;

(a) to the Landlord at the following address:

The City of Courtenay  
830 Cliffe Avenue,  
Courtenay, B.C.  
V9N 2J7  
Fax: (250) 334-4241

(b) and to the Tenant at the following address:

Donna McLean  
2897 Caledon Crescent  
Courtenay, BC  
V9N 7E1

and any such notice, if forwarded by Registered Mail, shall be deemed to have been served on the fifth business day next following the date it is mailed and, if by facsimile, shall be deemed to have been served on the day following the day of transmittal.

**24. Distress**

24.1 If and whenever the Tenant is in default of the payment of any money, including rent, whether expressly reserved by this Lease or deemed as Rent, the Landlord may without notice or any form of legal process whatsoever, enter the Premises and seize, remove and sell the Tenant's goods, chattels and equipment and seize, remove, and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them in the same manner as if they had remained and been distrained in the Premises, notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

**25. Waiver or non-action**

25.1 Waiver by the Landlord of any breach of any term, covenant or condition of this Lease by the Tenant must not be deemed to be a waiver of any subsequent default by the Tenant. Failure by the Landlord to take any action in respect of any breach of any term, covenant or condition of this Lease by the Tenant must not be deemed to be a waiver of

such term, covenant or condition.

**26. No Abatement**

26.1 The Tenant is not entitled to any abatement or reduction or deduction from the Rent or Additional Rent.

**27. Remedies Cumulative**

27.1 No reference to or exercise of any specific right or remedy by the Landlord prejudices or precludes the Landlord from any other remedy, whether allowed at law or in equity or expressly provided for in this Lease. No such remedy is exclusive or dependent upon any other such remedy, but the Landlord may from time to time exercise any one or more of such remedies independently or in combination. Without limiting the generality of the foregoing, the Landlord is entitled to commence and maintain an action against the Tenant to collect any rent not paid when due, without exercising the option to terminate this Lease.

**28. No Joint Venture**

28.1 Nothing contained in this Lease creates the relationship of principal and agent or of partnership, joint venture or business enterprise or entity between the parties or gives the Tenant any power or authority to bind the Landlord in any way.

**29. Enurement**

29.1 This Lease and everything herein contained shall enure to the benefit of and be binding upon the successors, assigns and other legal representatives, as the case may be of each of the parties hereto, and every reference herein to every party hereto shall include the successors, assigns and other legal representatives of such party.

**30. Interpretation**

30.1 Any note appearing as a heading in this Lease has been inserted for convenience and reference only, and of itself cannot define, limit or expand the scope of meaning of the present Lease or any of its provisions. Where there is a male, female or corporate party, the provisions hereof shall be read with all grammatical changes to gender and number required by the context. All covenants and obligations shall be deemed joint and several. The invalidity of any clause for any reason whatsoever shall not invalidate any other clause of this Lease. Every reference to each party is deemed to include the heirs, executors, administrators, successors, directors, employees, members, servants, agents, officers, and invitees of such party where the context so permits or requires.

**31. Powers Preserved**

31.1 Nothing in this Lease affects the right of the Landlord to exercise its powers within its jurisdiction.

**32. Authority**

32.1 The Tenant represents and warrants to the Landlord that it has full authority to enter into this Lease and to carry out the actions contemplated herein, that all resolutions and other preconditions to validity have been validly adopted, and that those signing this Lease on its behalf are authorized to bind the Tenant by their signatures.

**33. Entire Agreement**

33.1 The provisions herein contained constitute the entire agreement between the parties and supersede all previous communications, representations, warranties, covenants and agreements whether verbal or written between the parties with respect to the subject matter hereof. This Lease may not be modified or amended except by an instrument in writing signed by the parties.

**34. Covenants and Conditions**

34.1 All of the provisions of this Lease shall be deemed and construed to be conditions as well as covenants as though the words specifically expressing or importing covenants and conditions were used in each separate section.

**35. Registration**

35.1 If the Tenant wishes to register this Lease, the Tenant will pay all registration costs and fees, including the costs of preparing and registering a registrable plan of the leasehold premises.

35.2 Upon expiration or early termination of this Lease, the Tenant will remove the registration of the Lease including the cost of removal.

**36. Leasehold Improvements**

36.1. Subject to advance written Landlord approval and sections 36.1, 36.2 and 36.3., the Tenant may make improvements at Tenant cost to the Premises:

(i) by the Landlord, pursuant to section 36.3; and/or

(ii) by an independent contractor, provided such contractor meets the Landlord's contractor requirements which shall include but not limited to insurance, indemnification and health and safety requirements, and such requirements are

provided to the Landlord for written approval prior to improvement commencement which approval shall not be unreasonably withheld.

- 36.2. No changes, alterations, additions or improvements to any of the heating, air conditioning, electrical and plumbing systems, roof, partition walls, and structural bearing walls of the building shall be made without the prior written consent of the Landlord.

### **37. Expropriation and Condemnation**

- 37.1 If the demised premises shall be acquired, or expropriated by an authority having the power for such acquisition or expropriation for any public or quasi-public use or purpose then and in that event this Lease shall cease from the date of entry by such authority. If only a portion of the demised premises shall be so acquired, or expropriated, this Lease shall cease and terminate at the Landlord's option or at the Tenant's option and if such option is not immediately exercised by Landlord or by the Tenant, an equitable adjustment of the rent payable by the Tenant for the remaining portion of the demised premises shall be made. In either event, however, and whether all or only a portion of the demised premises shall be so acquired, or expropriated, nothing herein contained shall prevent the Landlord or Tenant or both from recovering damages from such authority for the value of their respective interests or for such other damages and expenses allowed by law.
- 37.2 If all or part of the Project is taken or condemned by any authority for any public use or purpose (including a deed given in lieu of condemnation), which renders the Building or the Premises not suitable for its intended purpose in Landlord's reasonable opinion, this Lease shall terminate as of the date title vests in such authority, and the Rent shall be apportioned as of such date. Otherwise, this Lease shall continue in full force and effect, except, the Rent shall abate for that part of the Premises which is rendered untenable and not occupied by Tenant on a per diem and proportionate area basis from the date when that part of the Premises is no longer available for the use of the Tenant. Landlord, upon receipt and to the extent of the award in condemnation or proceeds of sale, shall make necessary repairs and restoration (exclusive of leasehold improvements and personal property installed by Tenant) to restore the Premises remaining to as near their former condition as circumstances will permit and to the extent necessary to constitute the portion not so taken or condemned as complete. Landlord shall be entitled to receive the entire award from any sale, taking or condemnation without any payment to Tenant. Tenant shall have the right separately to pursue against the condemning authority, an award in respect of Tenant's business damages and relocation expenses. Under no circumstances shall Tenant seek or be entitled to any compensation for the value of its leasehold estate which Tenant hereby assigns to Landlord.

**38. Impossibility of Performance**

38.1 Whenever and to the extent that the Landlord shall be unable to fulfil or shall be delayed or restricted in fulfillment of any obligation hereunder in respect of use of the space, the supply or provision of any service or utility or doing any work or the making of any repairs by reason of being unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfil such obligation by reason of statute, law, or order in council of any administrator, controller, board or any government department, or officer or other authority, by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Landlord shall be entitled to extend time for fulfillment of such obligation of such obligation by time equal to the duration of such delay or restriction, and the Tenant shall not be entitled to compensation for any inconvenience, nuisance of discomfort thereby occasioned.

**IN WITNESS WHEREOF** the parties hereto have executed this Lease.

**The Corporate Seal of THE CORPORATION  
OF THE CITY OF COURTENAY was  
hereunto affixed in the presence of:**

\_\_\_\_\_  
Mayor: Bob Wells

\_\_\_\_\_  
Director of Legislative and Corporate Services: John Ward

Date : \_\_\_\_\_, 2018.

**Donna McLean** )

Signed, Sealed and Delivered in the presence of:

\_\_\_\_\_ )

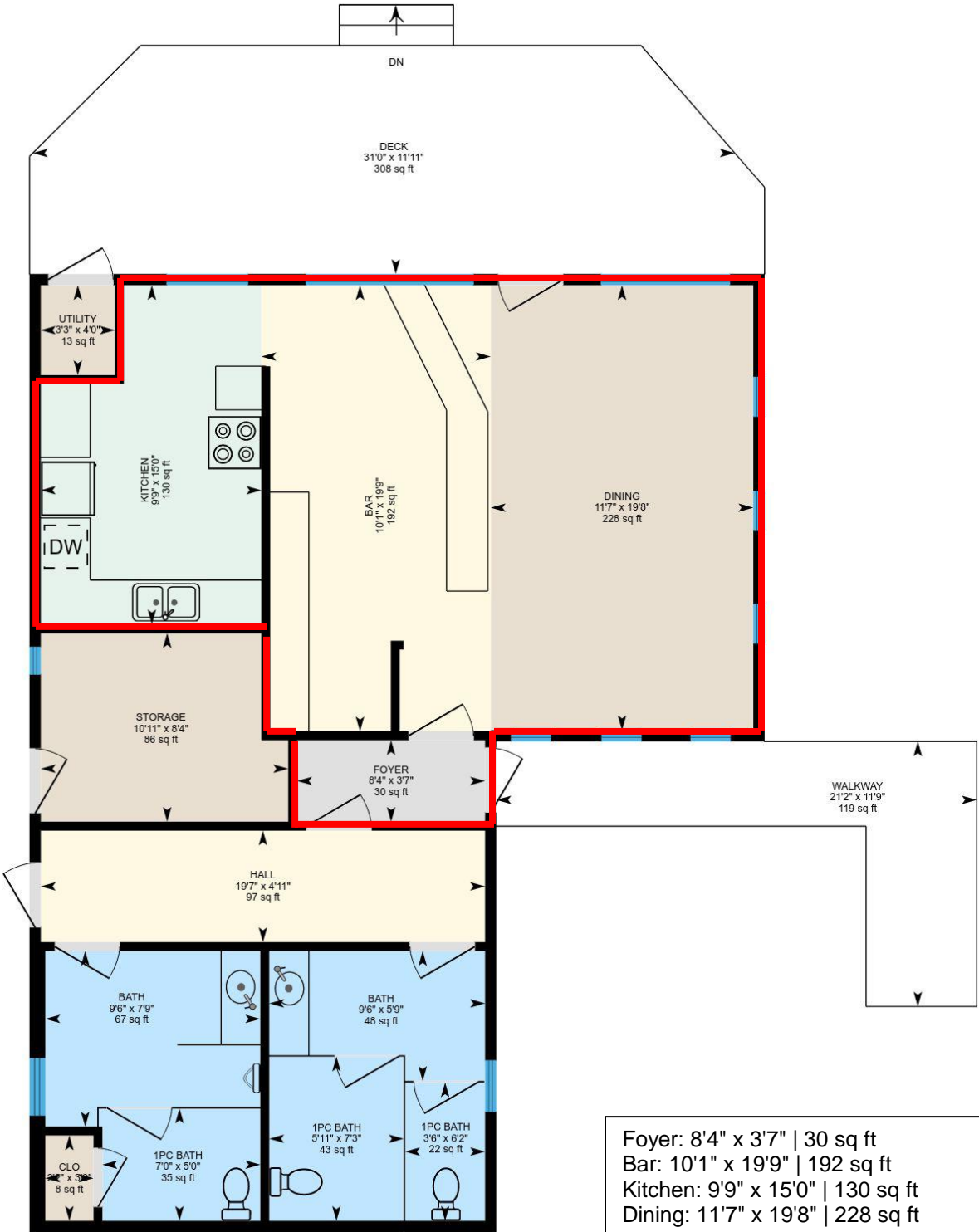
Date : \_\_\_\_\_, 2018. )

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation

### SCHEDULE "A" The Premises



**Marina Cafe Main Floor** Total Exterior Area 1117 sq ft  
Total Interior Area 1043 sq ft

Foyer: 8'4" x 3'7" | 30 sq ft  
Bar: 10'1" x 19'9" | 192 sq ft  
Kitchen: 9'9" x 15'0" | 130 sq ft  
Dining: 11'7" x 19'8" | 228 sq ft

**SCHEDULE "B"**

**Rent Payments**

All Monthly Rent Payments are subject to applicable statutory taxes.

- 1. Rent for the period of December 1, 2018 to November 30, 2019  
Monthly Rent \$1,041.00
  
- 2. Rent for the period of December 1, 2019 to November 30, 2020  
Monthly Rent \$1,062.00
  
- 3. Rent for the period of December 1, 2020 to November 30, 2021  
Monthly Rent \$1,083.00
  
- 4. Rent for the period of December 1, 2021 to November 30, 2022  
Monthly Rent \$1,105.00
  
- 5. Rent for the period of December 1, 2022 to November 30, 2023  
Monthly Rent \$1,127.00



## SCHEDULE "C"

### RULES AND REGULATIONS

1. Landlord may from time to time adopt and amend Rules and Regulations for the security or safety of the Premises or persons using the Building. Whenever the term Tenant is used it shall include the Tenant, its employees and invitees.
2. The sidewalks, halls, passages, exits and entrances of the Premises will not be obstructed by Tenant or used by it for any purpose other than for ingress to and egress from the Premises. Tenant will not permit loitering, illegal or dangerous activity by its employees and/or invitees. Tenant will not permit any blockage of truck ways or laneways.
3. Tenant will not go upon the roof of the Building and Tenant will not be permitted to place or install any object or equipment on the exterior or on the roof of the Building, without Landlord's written permission. However, Tenant shall be responsible for all costs to repair any damage done by such installation or placement which has been approved by Landlord.
4. No signs of any kind or window coverings, save and except those requested to be installed by Landlord, visible from the exterior of the Premises will be displayed by Tenant on any part of the Building or the Premises without the prior written consent of Landlord. Landlord will adopt and furnish to Tenant general guidelines relating to signs. Tenant agrees to conform to such guidelines. In the event of the violation of this rule by Tenant, Landlord may remove the violating items without any liability, and may charge the expense incurred to remove such signs to Tenant together with an administration fee of 15%.
5. Space on any exterior signage will be provided in Landlord's sole discretion. Tenant will not have any right to the use of any exterior sign, unless otherwise approved by Landlord.
6. All damages resulting from any misuse of the plumbing fixtures will be borne by Tenant.
7. Tenant will not in any way deface any part of the Premises or the Building of which they form a part.
8. Tenant will not replace, or re-key any lock or install a new lock or a knocker on any door of the Premises without notifying the Landlord. Landlord, its agents, or employees will retain a key to all door locks on the Premises.
9. Without Landlord's prior written approval, Tenant will not use any method of heating or air conditioning in the Premises other than that supplied by Landlord. Tenant shall not use or keep or permit to be used or kept any foul or noxious gas or substance or combustible, hazardous or environmentally dangerous material in the Premises or on the Building.

10. Landlord will have the right, exercisable upon written notice and without liability to Tenant, to change the name and street address of the Building.
11. Tenant will not bring any animals (except service animals) into the Building and will not permit bicycles or other vehicles inside the Building or on the sidewalks outside the Building except in areas designated from time to time by Landlord for such purposes.
12. Tenant must provide its own trash container for the Premises at its own cost. Tenant will store all its trash and garbage within its Premises or in its designated trash container. Tenant must keep the exterior of its premises clean and orderly.
13. Tenant will ensure that the doors of the Premises are closed and locked and that all water faucets, water apparatus, and utilities are shut off before Tenant leaves the Premises, so as to prevent waste or damage. For any Default or carelessness in this regard Tenant will make good all injuries sustained by all other tenants or occupants or visitors of the Building.
14. Tenant will not play loud music or create other disturbances.
15. All parking is unreserved except for short term or handicapped parking designated by Landlord. Landlord will not be held responsible for any damage to Tenant vehicles unless otherwise determined by a court of competent jurisdiction.
16. Smoking will only be permitted in areas allowed under B.C. Tobacco Control Laws and Occupational Health and Safety Regulations
17. Landlord will not be responsible for lost or stolen personal property, money or jewelry from the Premises or public or common areas regardless of whether such loss occurs when the area is locked against entry or not.
18. These rules and regulations are in addition to, and will not be construed to modify or amend, in whole or in part, the terms and conditions of the Lease.



## STAFF REPORT

**To:** Council

**File No.:** 0470-01 (REF00001)

**From:** Chief Administrative Officer

**Date:** November 19, 2018

**Subject:** CVRD Referral for Acceptance – Regional Growth Strategy Bylaw Amendment

### PURPOSE:

The purpose of this report is to consider acceptance of a Regional Growth Strategy Bylaw amendment.

### CAO RECOMMENDATIONS:

That based on the November 19, 2018 staff report “CVRD Referral for Acceptance – Regional Growth Strategy Bylaw Amendment”, and having reviewed the bylaw in the context of the City’s Official Community Plan and any other matters that affect the City’s jurisdiction, Council accepts Bylaw 539 “Comox Valley Regional District Regional Growth Strategy Bylaw No. 120, 2010, Amendment No.1”.

Respectfully submitted,

David Allen, BES, CLGEM, SCLGM  
Chief Administrative Officer

### BACKGROUND:

On September 18, 2018 the Comox Valley Regional District (CVRD) Board passed second reading of Bylaw 539 being “Comox Valley Regional District Regional Growth Strategy Bylaw No. 120, 2010, Amendment No.1”. The CVRD also held a public hearing with respect to this bylaw on August 28, 2018.

Following the requirements of the *Local Government Act*, the CVRD has referred the bylaw to affected local governments for acceptance. The City is required to review the proposal and respond within 60 days either accepting the bylaw as presented or responding and advising of the reasons why the City refuses to accept the amendment.

### DISCUSSION:

“Comox Valley Regional District Regional Growth Strategy Bylaw No. 120, 2010, Amendment No.1” is intended to accomplish the following:

1. Clearly state that the first step in the RGS amendment process is for the Board to consider whether to initiate an amendment to the RGS and to do so by resolution.
2. Clearly identify that it is the role of the Board to determine whether a proposed amendment is to be considered as a minor amendment (i.e. versus a standard amendment).

3. Establish that proposed amendments can be introduced by a member municipality, the Electoral Areas Services Committee, or the Board, including on behalf of a private landowner or agency.
4. Update the *Local Government Act (LGA)* references in Part 5 of the RGS to reflect the re-numbering of the LGA (e.g. replace “Part 25” references with “Part 13”).

In general the proposed bylaw will add clarity to the RGS amendment process, align it with processes in other regional districts and update references to the LGA. Staff are of the opinion these are administrative updates that will not impact the City’s Official Community Plan or any other City matters. **Accordingly, staff recommend acceptance of Comox Valley Regional District Regional Growth Strategy Bylaw No. 120, 2010, Amendment No.1”.**

**FINANCIAL IMPLICATIONS:**

There are no financial implications associated with this request.

**ADMINISTRATIVE IMPLICATIONS:**

The Director of Development Services is a member of the RGS Technical Advisory Committee (TAC). Approximately 15 hours have been spent specific to this amendment over the last 6 months attending TAC meetings, reviewing materials and preparing this report for consideration.

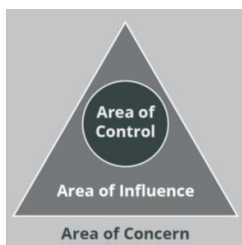
**ASSET MANAGEMENT IMPLICATIONS:**

There are no asset management implications associated with this request.

**STRATEGIC PRIORITIES REFERENCE:**

**We focus on organizational and governance excellence**

- We support meeting the fundamental corporate and statutory obligations



- **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:**

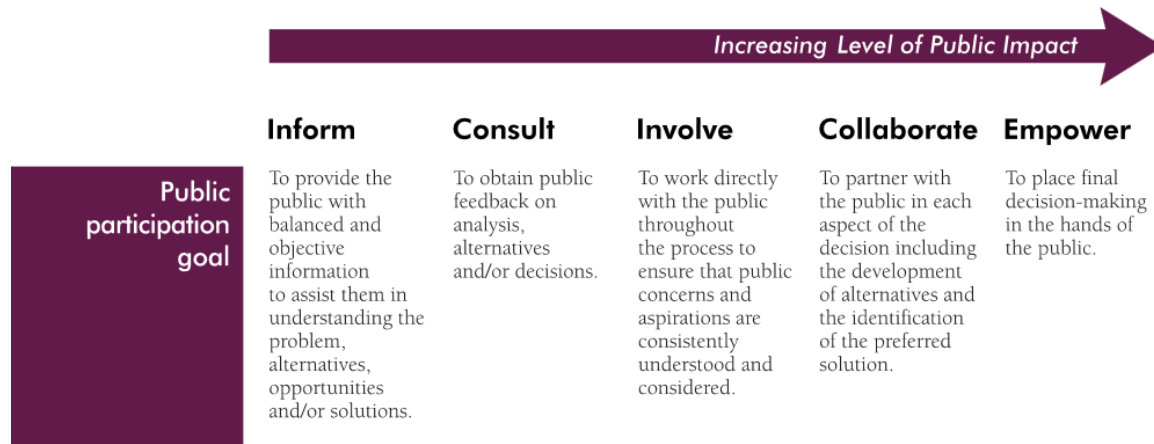
No specific reference.

**REGIONAL GROWTH STRATEGY REFERENCE:**

No specific reference.

**CITIZEN/PUBLIC ENGAGEMENT:**

The CVRD has consulted with the public as part of the RGS amendment process including a Public Hearing Held on August 28, 2018. There were no written submissions received in relation to the proposed bylaw and one person attended the hearing seeking clarification on the amendment.



**OPTIONS:**

**OPTION 1 (recommended)**

That Council accept CVRD Bylaw 539 being “Comox Valley Regional District Regional Growth Strategy Bylaw No. 120, 2010, Amendment No.1”.

**OPTION 2**

That Council refuse to accept CVRD Bylaw 539 being “Comox Valley Regional District Regional Growth Strategy Bylaw No. 120, 2010, Amendment No.1” and indicate the specific reasons for refusing to accept the amendment.

Prepared by:

Ian Buck, MCIP, RPP  
Director of Development Services

Attachment No. 1 – Referral letter and bylaw

**Attachment No.1 – referral letter and bylaw**

**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: 6410-20 / Amendments  
RGS 1CV 18

September 24, 2018

**Sent via email:** jward@courtenay.ca

Mayor and Council  
City of Courtenay  
830 Cliffe Ave.  
Courtenay BC V9N 2J7

Dear Mayor and Council:

**Re: Referral for Acceptance, Regional Growth Strategy Bylaw No. 120, Amendment No. 1**

Please be advised that on September 18, 2018, the Comox Valley Regional District (CVRD) Board passed the following recommendation:

*“THAT Bylaw No. 539 being “Comox Valley Regional District Regional Growth Strategy Bylaw No. 120, 2010, Amendment No. 1, be given second reading”*

In accordance with *Local Government Act* (RSBC, 2015, c. 1) (LGA), Section 436(1), enclosed for your consideration of acceptance is the Comox Valley Regional District Regional Growth Strategy Bylaw No. 120, 2010, Amendment No. 1. Following first reading of Regional Growth Strategy Bylaw No. 120, Amendment No. 1 on July 24, 2018, the CVRD held a public hearing on August 28, 2018.

Affected local governments are requested to respond to the Regional Growth Strategy bylaw by resolution (LGA Section 436(2)). Upon receipt of this referral, each local government must:

1. Review the proposed Regional Growth Strategy Bylaw No. 120, Amendment No. 1 in the content of any Official Community Plan for its jurisdiction, both those that are current and those that are in preparation, and in the context of any other matters that affect its jurisdiction; and
2. Within 60 days either:
  - a. Accept Regional Growth Strategy Bylaw No. 120, Amendment No. 1 as presented; or
  - b. Respond by resolution to the CVRD Board indicating specifically the reasons your local government refuses to accept.

Failure to accept the proposed Regional Growth Strategy Bylaw No. 120, Amendment No. 1 or respond with specific objections within 60 days of receipt of the referral, as per LGA Section 436(7), will deem your local government to have accepted the proposed Regional Growth Strategy Bylaw No. 120, Amendment No. 1.

Should your government choose not to accept the proposed Regional Growth Strategy Bylaw No. 120, Amendment No. 1 as presented, you must identify by resolution the reason for your objection (LGA Section 439). At that time as per LGA Section 440, the process is then taken over by the Ministry of Municipal Affairs and Housing who will determine the form and nature of efforts to resolve the matter. The disputing parties (the local government that objects and the regional district and other impacted local governments) must share equally all costs associated with the process imposed by the Minister.

If you have any questions, please contact Alana Mullaly at 250-334-6051 or [amullaly@comoxvalleyrd.ca](mailto:amullaly@comoxvalleyrd.ca).

Sincerely,



Bruce Jolliffe  
Chair

Enclosure: Appendix A – Bylaw No. 538 bring “Comox Valley Regional District Regional Growth Strategy Bylaw No. 120, 2010, Amendment No. 1”.

cc: Russell Dyson, Chief Administrative Officer  
Scott Smith, General Manager of Planning and Development Services  
Alana Mullaly, Senior Manager of Planning and Protective Services  
David Allen, Chief Administrative Officer, City of Courtenay  
Ian Buck, Director of Development Services, City of Courtenay

APPENDIX A

Bylaw No. 539  
Comox Valley Regional District

**STATUS**

Title: Comox Valley Regional District Regional Growth Strategy  
Bylaw No. 120, 2010, Amendment No. 1

Applicant: Comox Valley Regional District

File No.: RGS 1CV 18

Purpose: To amend Section 5.2 of the Comox Valley Regional District  
Regional Growth Strategy Bylaw No. 120, 2010

Participants: Baynes Sound – Vancouver Island portion (Electoral Area A);  
Lazo North (Electoral Area B); Puntledge – Black Creek  
(Electoral Area C); City of Courtenay; Town of Comox;  
Village of Cumberland



|                                       |                  |  |
|---------------------------------------|------------------|--|
| Comox Valley Regional District Board: | <b>Date:</b>     | June 26, 2018  |
|                                       | <b>Decision:</b> | Initiate a standard amendment to consider changes to Part 5 of the Regional Growth Strategy; adopt consultation plan; and provide notice to affected local governments |
| Read a first time                     | <b>Date:</b>     | July 24, 2018  |
| Public Hearing                        | <b>Date:</b>     | August 28, 2018  |
| Read a second time                    | <b>Date:</b>     | September 18, 2018   |
| Accepted by resolution                | <b>Date:</b>     |  |
| Read a third time                     | <b>Date:</b>     |  |
| Adopted                               | <b>Date:</b>     |  |



APPENDIX A

**Comox Valley Regional District**

**Bylaw No. 539**

**A Bylaw to amend the "Comox Valley Regional District Regional Growth Strategy Bylaw No. 120, 2010".**

WHEREAS pursuant to the provisions of Section 433 of the *Local Government Act* (RSBC, 2015, c. 1), the preparation of the regional growth strategy amendment was initiated by resolution of the board;

WHEREAS pursuant to the provision of Section 434 (2) of the *Local Government Act*, the board adopted a consultation plan that provides opportunities for early and ongoing consultation;

WHEREAS pursuant to the provision of Section 434(4) of the *Local Government Act*, the board held a public hearing on the proposed regional growth strategy amendment;

AND WHEREAS pursuant to the provision of Section 436(1) of the *Local Government Act*, the regional growth strategy amendment was accepted by affected local governments;

NOW THEREFORE the board of the Comox Valley Regional District in open meeting assembled, enacts the following amendments to the "Comox Valley Regional District Regional Growth Strategy Bylaw No. 120, 2010.

**Section One Text Amendment**

- 1) Bylaw No. 120, being the "Comox Valley Regional District Regional Growth Strategy Bylaw No. 120, 2010," is hereby amended as set out in Schedule A attached to and forming part of this Bylaw.

**Section Two Title**

- 1) This Bylaw No. 539 may be cited as the "Comox Valley Regional District Regional Growth Strategy Bylaw No. 120, 2010, Amendment No. 1."

|                                    |                        |               |             |              |
|------------------------------------|------------------------|---------------|-------------|--------------|
| <b>Read a first time this</b>      | <b>24<sup>th</sup></b> | <b>day of</b> | <b>July</b> | <b>2018.</b> |
| <b>Public hearing held this</b>    |                        | <b>day of</b> |             | <b>2018.</b> |
| <b>Read a second time this</b>     |                        | <b>day of</b> |             | <b>2018.</b> |
| <b>Accepted by resolution this</b> |                        | <b>day of</b> |             | <b>2018.</b> |



APPENDIX A

Bylaw No. 539 being “Comox Valley Regional District  
Regional Growth Strategy Bylaw No. 120, 2010, Amendment No. 1”

Schedule A, Page 1

## Schedule A

### Section One Text Amendment

1. Part 05, “Implementation and Monitoring”, Section 5.1(1), be amended by replacing the reference to “*Local Government Act s.866*” with “*Local Government Act s.446*”;
2. Part 05, “Implementation and Monitoring”, Section 5.1(3), be amended by replacing the reference to “*Local Government Act s.855*” with “*Local Government Act s.434*”;
3. Part 05, “Implementation and Monitoring”, Section 5.2(1), be amended by deleting the title that now reads “*Standard Amendments*” and re-numbered accordingly;
4. Part 05, “Implementation and Monitoring”, Section 5.2(1), be amended by replacing the text that now reads

*“An amendment to the RGS, other than those considered to be a minor amendment, is considered a standard amendment and will follow the same process that is required to adopt a RGS as set out in Part 25 of the Local Government Act”*

With:

*“An amendment to the RGS may be proposed by a member municipality, the Electoral Areas Services Committee, or the board, including on behalf of an external agency or private land owner. Unless determined by board resolution to be a minor amendment, an amendment is a standard amendment and will follow the same process that is required to adopt a RGS as set out in Part 13 of the Local Government Act. The process that is required to adopt a minor amendment is as set out in Section 5.2(4). The RGS Summary Chart summarizes the processes for the adoption of a standard and minor amendment.”*

5. Part 05, “Implementation and Monitoring”, Section 5.2(2) be amended by deleting the title that now reads “*Minor Amendments*” and re-numbering accordingly;
6. Part 05, “Implementation and Monitoring”, Section 5.2(2) be amended by replacing the reference to “*Section 857.1*” with “*Section 437*”;
7. Part 05, “Implementation and Monitoring”, Section 5.2(3) Criteria for Minor Amendments, be amended by replacing the reference in 5.2(3)(e) to “*Part 25*” with “*Part 13*”;
8. Part 05, “Implementation and Monitoring”, Section 5.2(4) be amended by replacing the text that now reads

*“Minor amendments may be applied for by a member municipality, the regional district, external agency, private land owner or developer. Once a minor amendment application has been received, the process for review and adoption is as follows:”*

With:

*“Where an amendment to the RGS has been proposed by a member municipality, the Electoral Areas Services Committee, or the board, and the board has, by resolution, initiated the amendment, the process for the board to determine if the amendment is minor, and then to consider it as minor, is as follows:”*

APPENDIX A

Bylaw No. 539 being “Comox Valley Regional District  
Regional Growth Strategy Bylaw No. 120, 2010, Amendment No. 1”

Schedule A, Page 2

9. Part 05, “Implementation and Monitoring”, Section 5.2 (4) be amended by replacing the text that now reads

*“Upon receiving a minor amendment application, the CVRD will set up a Technical Advisory Committee (TAC) meeting for review and discussion of the application and provide comments to CVRD staff”*

With:

*“Upon a board resolution to initiate an amendment, the regional district will set up a Technical Advisory Committee (TAC) meeting for review and discussion of the proposed amendment. The TAC will provide comments, in the form of a report prepared by regional district staff, to the Steering Committee”.*

10. Part 05, “Implementation and Monitoring”, Section 5.2 (4) be amended by replacing the text that now reads

*“On receipt of an application with comments from the technical advisory committee, CVRD staff will prepare a preliminary report for review by the RGS steering committee. Steering committee comments and recommendations will be forwarded to the CVRD Board to assist in its decision on whether the application should be processed as a minor amendment”*

With:

*“Upon receipt of a report from the Technical Advisory Committee, the Steering Committee will meet to review and discuss the proposed amendment. The Steering Committee will provide its comments and recommendations to the CVRD Board via a report prepared by regional district staff. The Steering Committee’s report will assist the board in its decision on whether the proposed amendment should be processed as a minor amendment”*

11. Part 05, “Implementation and Monitoring”, Section 5.2 (4) be amended by replacing the text that now reads

*“The CVRD board will assess any proposed amendment in terms of the minor amendment criteria. The Board may resolve, by an affirmative vote of 2/3 of the board members present, to proceed with an amendment application as a minor amendment. Where the board resolves to proceed with an amendment application as a minor amendment, the Board will...”*

With:

*“The board will assess any proposed amendment in terms of the minor amendment criteria. The board may resolve, by an affirmative vote of 2/3 of the board members present, to process the proposed amendment as a minor amendment. Where the board resolves to process an amendment proposal as a minor amendment, the board will...”*

12. Part 05, “Implementation and Monitoring”, Section 5.2(4), Summary Chart, be amended by replacing the text box that now reads “RGS amendment initiated” with “Board resolution to initiate RGS amendment”

Comox Valley Regional District

**APPENDIX A**

Bylaw No. 539 being “Comox Valley Regional District  
Regional Growth Strategy Bylaw No. 120, 2010, Amendment No. 1”

Schedule A, Page 3

13. Part 05, “Implementation and Monitoring”, Section 5.2(4), Summary Chart, be amended by replacing the text box that now reads “*CVRD Board determines if amendment is minor (2/3 vote)*” with “*Board resolution by 2/3 vote if an amendment is minor*”





## STAFF REPORT

To: Council

File No.: 3060-20-1823

From: Development Services Department

Date: November 19, 2018

Subject: Development Permit with Variances No. 1823 – 911 Braidwood Road

### PURPOSE:

The purpose of this report is to consider a Development Permit with Variances to permit the construction of a 79-unit rental apartment building on the property located at 911 Braidwood Road.

### CAO RECOMMENDATIONS:

That based on the November 19<sup>th</sup>, 2018 staff report “Development Permit with Variances No. 1823 – 911 Braidwood Road”, Council support approving OPTION 1 and proceed with issuing Development Permit with Variances No. 1823.

Respectfully submitted,

David Allen, BES, CLGEM, SCLGM  
Chief Administrative Officer

### BACKGROUND:

The subject property located at 911 Braidwood Road (**Figure 1.**), legally described as Lot 9 Section 16, Comox District Plan 6065, was recently rezoned from C-2A to R-4A to allow construction of the proposed 79-unit rental apartment building (Bylaw No. 2929).

The subject site is approximately 9,541m<sup>2</sup> (102,707ft<sup>2</sup>) in size. It is located in close proximity to commercial services such as a grocery store, bank, and other retail uses at and around the shopping centre located at the corner of Ryan Road and Island Highway. It is also within walking distance to downtown Courtenay and the Lewis Park recreation facilities.



Figure 1. Location Map

As the attached plan shows, the building is a five-storey multi residential building consisting of 20 one-bedroom and 59 two-bedroom units. The applicant’s intent is to own and maintain the building as a market

rental apartment complex. All multi residential development with the City is subject to the Development Permit Guidelines in the Official Community Plan (OCP). In addition to a standard Development Permit, the applicant is seeking two variances to the Zoning Bylaw related to the maximum building height and landscape width along the Braidwood Road frontage.

**DISCUSSION:**

Council adopted the related zoning amendment at the October 15<sup>th</sup> Council meeting. Conditions of the rezoning have been secured by covenant including amenity contributions, installation of emergency vehicle access between Braidwood Road and Sandwick Road and monetary contribution for the City to conduct an Area Traffic Study. The proposed building design is consistent with the plans and elevations provided during the rezoning process.

Form and Character

The proposal generally aligns with the multi-residential development permit guidelines. The building is designed in a contemporary style and provides sufficient design variations on its façade through utilization of different materials, colouration, and private balcony (**Attachment No. 2**). The development permit guidelines for buildings over 3-stories in height require stepped massing to break up the volume of a building. The building design above the 3<sup>rd</sup> floor provides some stepped massing, and variations in colour, materials used, and the varied roofline provide a sufficient amount of articulation to the overall appearance of the building. The proposed landscape plan indicates that the entire site will be fully landscaped according to the guidelines including perimeter and foundation landscaping and a landscaped separation of parking areas (**Attachment No. 3**).

Zoning Compliance

The proposal complies with all the requirements established in the R-4A zone except the two variances listed in the table below.

Table 1. Summary of Relevant Regulations and Requested Variances

| <i>s.8.4.16</i><br><i>Height of Building</i>        | <b>Required</b> | <b>Variances Requested</b> |
|---|-----------------|----------------------------|
|   | 14.0 meters     | 16.51 meters               |
| <i>s.8.4.20</i><br><i>Frontage Landscape Buffer</i> | 4.5 meters      | 2.8 meters                 |

Building Height

Although the applicant would be able to build a 5-storey building without a variance, in order to provide some articulation to the roofline, as required by the guidelines, a few portions of the roof exceed the maximum height limitation by 2.51 meters (8.2 feet) (**Figure 2.**). Staff consider the requested variance as minor. From a privacy perspective, staff anticipate that the impact would be minimal as the sections of roof that exceed the height limit are for ornamental and mechanical structures, not living space. **Staff has no objection to the request.**

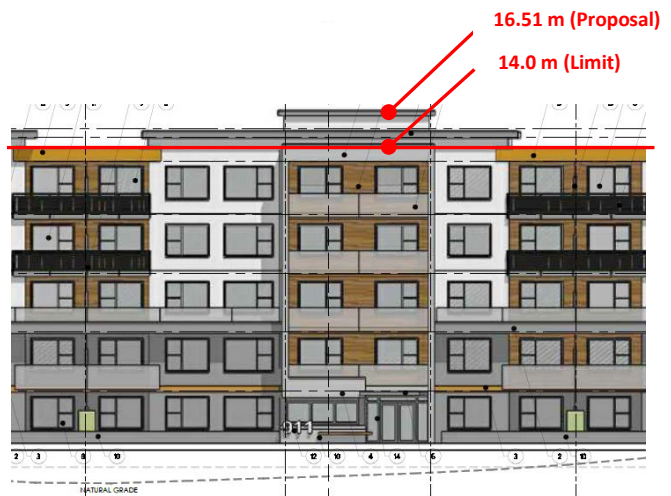


Figure 2. Building Front Elevation with Requested Height



### Frontage Landscape Buffer

The applicant is also requesting relaxation of the frontage landscape buffer requirement from 4.5 meters (along entire frontage) to 2.8 meters for a large portion of the frontage (**Figure 3**). According to the landscape plan submitted, the applicant is unable to meet the requirement for a portion of the frontage due to the location of a retaining wall, driveway and two parking stalls. Due to the topography of the site, a retaining wall is required to secure proper traffic flow within the site as well as safety. The applicant has compensated for the loss of landscape area through planting larger trees such as maple or ash trees as well as low rise vegetation to make the property frontage still aesthetically stand out. The landscaping proposed is generally consistent with the varied landscaping of other developments along Braidwood Road.

**Staff has no objection to the request.**

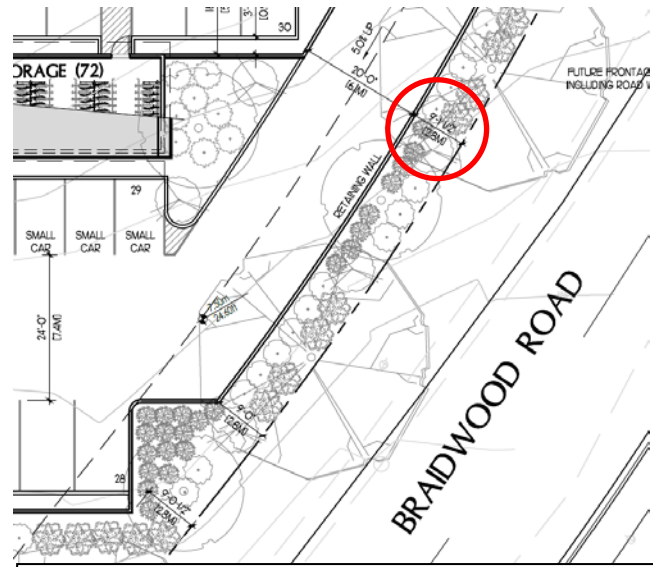


Figure 3. Property Frontage Landscape Area

### FINANCIAL IMPLICATIONS:

Amenity contributions for both the affordable housing and the parks, recreation, culture and seniors facilities amenity funds will be provided at the time of building permit issuance in accordance with the formula set out in the OCP. Development Cost Charges are also applicable to this project. The total amount of these charges will be finalized at the time of building permit issuance.

### ADMINISTRATIVE IMPLICATIONS:

The processing of development applications is included in the current work plan as a statutory component. Staff has spent eight hours reviewing the application, conducting a site visit and communicating with the applicant and their architect to request additional information.

If approved, there will be approximately one additional hour of staff time required to prepare the notice of permit and have it registered on title. Additional staff time will be required for processing and issuing permits such as building permit.

### ASSET MANAGEMENT IMPLICATIONS:

There are no direct asset management implications related to this application.

### STRATEGIC PRIORITIES REFERENCE:

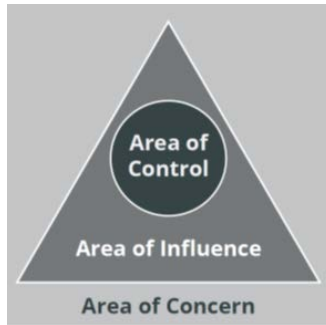
Development applications fall within Council's area of control and specifically align with the strategic priority to support meeting the fundamental corporate and statutory obligations of the City.

**We focus on organizational and governance excellence**

- We support meeting the fundamental corporate and statutory obligations

**We support diversity in housing and reasoned land use planning**

- Support densification aligned with community input and regional growth strategy



- **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:**

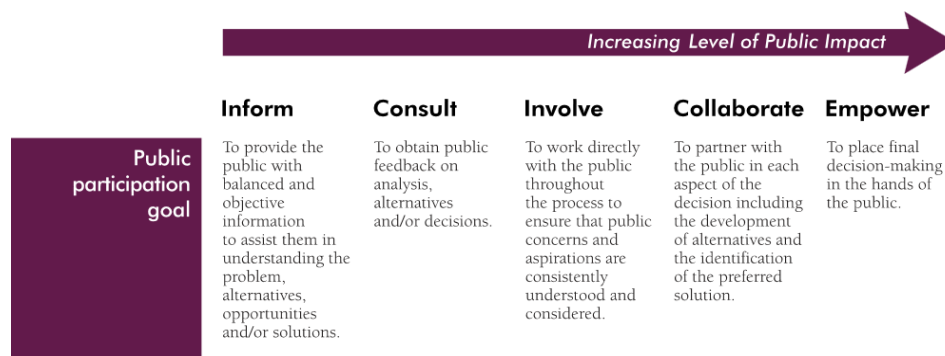
The proposed development is generally consistent with the intent and policies for the multi residential land use designation and development permit guidelines. It is also consistent with the surrounding land uses.

**REGIONAL GROWTH STRATEGY REFERENCE:**

The Regional Growth Strategy states that: locating housing close to existing services, directing new residential development to Core Settlement Areas; directing higher density developments to Municipal Areas and increasing housing opportunities within existing residential areas in Core Settlement Areas by encouraging multi-family infill developments.

**CITIZEN/PUBLIC ENGAGEMENT:**

The level of public input staff is undertaking is to **Consult**. In accordance with the *Local Government Act*, the City has notified property owners and occupants within 30 m of the property with regard to the proposed amendment. To-date, staff has received no responses.



**OPTIONS:**

**OPTION 1: (Recommended):** Approve Development Permit with Variances No. 1823

**OPTION 2:** Defer consideration of Development Permit with Variances No. 1823 pending receipt of further information.

**OPTION 3:** Not approve Development Permit with Variances No. 1823.

Prepared by:



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Tatsuyuki Setta, MCIP, RPP  
Manager of Planning

Reviewed by:



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Ian Buck, MCIP, RPP  
Director of Development Services

*Attachments:*

1. *Attachment No. 1: Draft Development Variance Permit*
2. *Attachment No. 2: Site and Building Plans (part of the permit schedule no.1)*
3. *Attachment No. 3: Landscape Plan (part of the permit schedule no.2)*

**THE CORPORATION OF THE CITY OF COURTENAY**

**Permit No. 3060-20-1823**

**DEVELOPMENT PERMIT WITH VARIANCES**

November 19, 2018

**To issue a Development Permit with Variances**

**To: Veyron Properties Group Ltd.**

**Property to which permit refers:**

Legal: Lot 9, Section 16, Comox District, Plan 6065

Civic: 911 Braidwood Road

**Conditions of Permit:**

Permit issued to permit construction of a 79-unit apartment building on the above referenced property with variances granted as described below:

*Section 8.4.16 Height of Building*

- Increase maximum building height allowance from 14.0 meters to 16.51 meters

*Section 8.4.20(2) Landscaping and Screening*

- Reduce landscape buffer along the entire frontage from 4.5 meters to 2.8 meters

Development Permit with Variances No. 1823 is also subject to the following conditions:

1. The development shall substantially consistent with the plans as shown in *Schedule No. 1*, as designed by Wensley Architecture Ltd., date on November 5, 2018;
2. That landscaping shall substantially be conformance with the plans and specifications contained in *Schedule No. 2*, as signed by Alison Mewett, BCSLA, dated on November 7, 2018;
3. Submission of landscape security in the amount of \$221,052.50 (\$176,842.00 x 125%), as estimated by Alison Mewett, BCSLA, dated on November 7, 2018;
4. Landscaping must be completed within one year of the date of issuance of the occupancy permit by the City;
5. The minimum depth of topsoil or amended organic soil on all landscaped areas is to be as follows:  
shrubs – 450mm; groundcover and grass – 300 mm; and trees -300 mm.
6. All new street lighting in the proposed development must use Full Cut Off/Flat Lens (FCO/FL) luminaries to light roads, parking, loading and pedestrian areas. Exterior building lighting must have FCO lighting fixtures;
7. A sign permit shall be obtained prior to any signage being installed on the property;
8. The development shall meet all other applicable requirements, standards and guidelines; and

9. No alterations or amendments shall be made without the City's permission. A formal amendment application is required if the plans change or additional variances are identified after the permit is issued.

**Time Schedule of Development and Lapse of Permit**

That if the permit holder has not substantially commenced the construction authorized by this permit within (12) months after the date it was issued, the permit lapses.

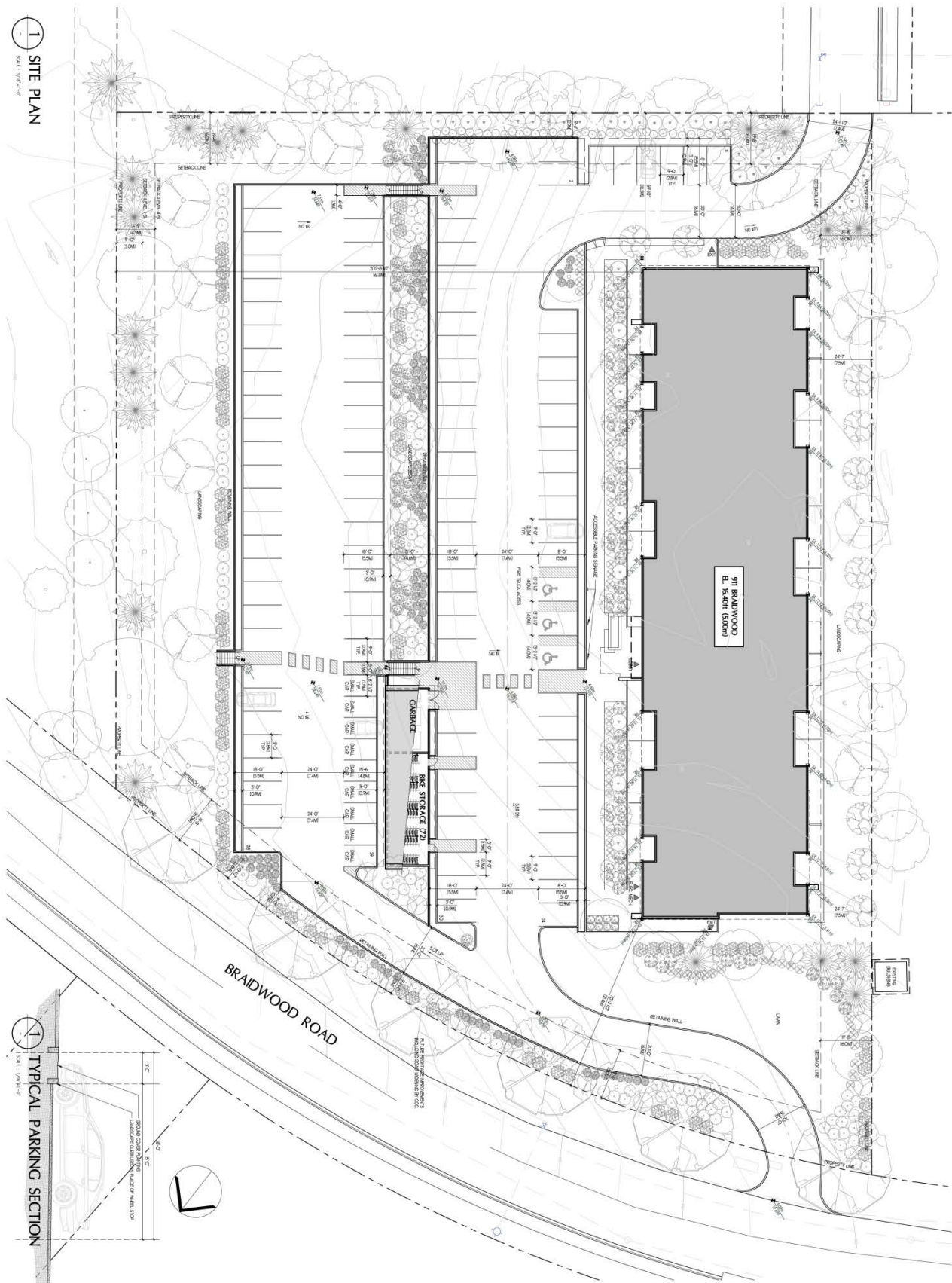
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Date

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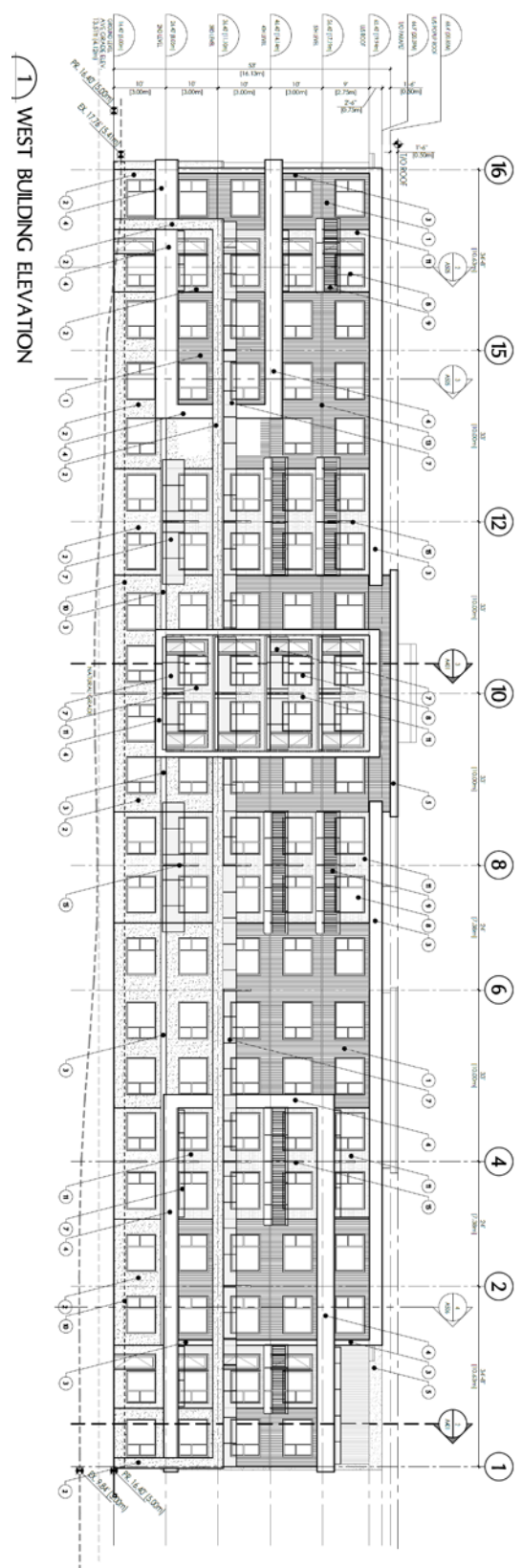
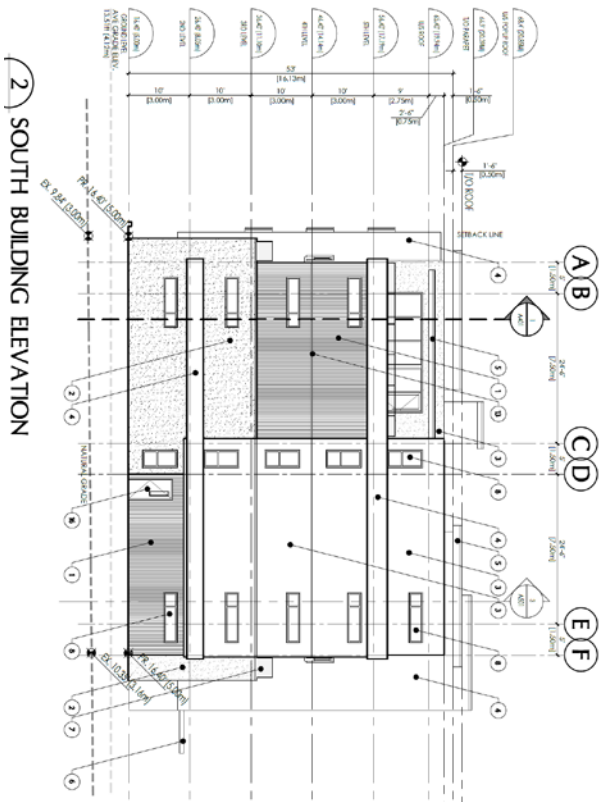
Director of Legislative Services

Attachment No 2: Site and Building Plan (1/4)

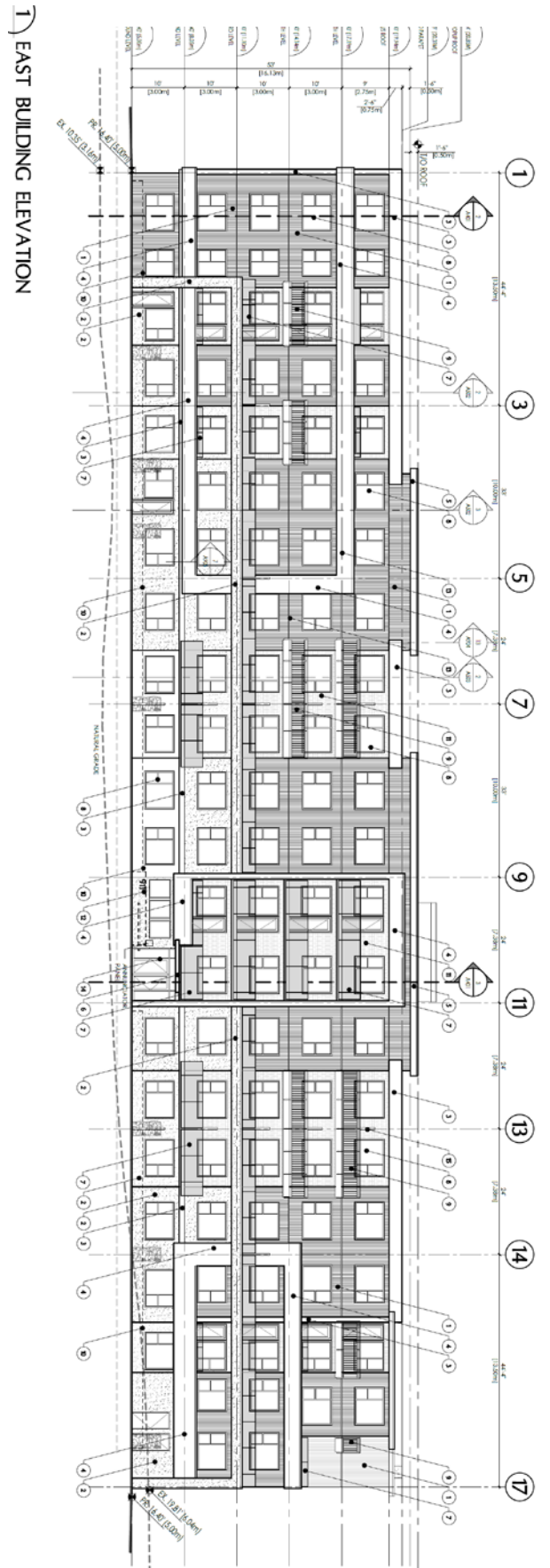
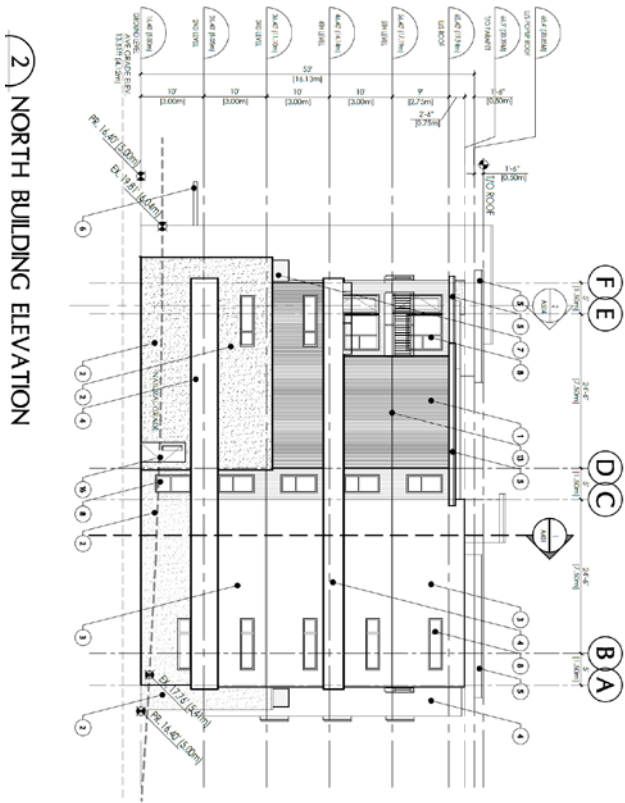




Attachment No 2: Site and Building Plan (2/4)

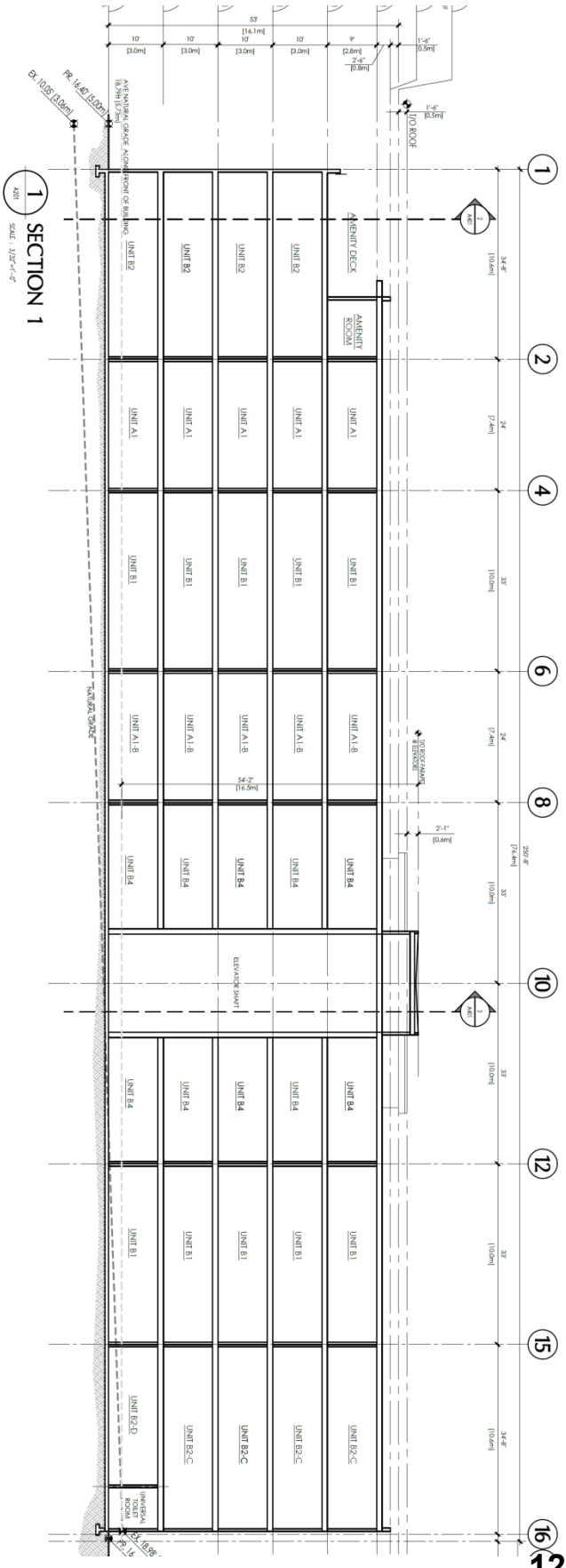
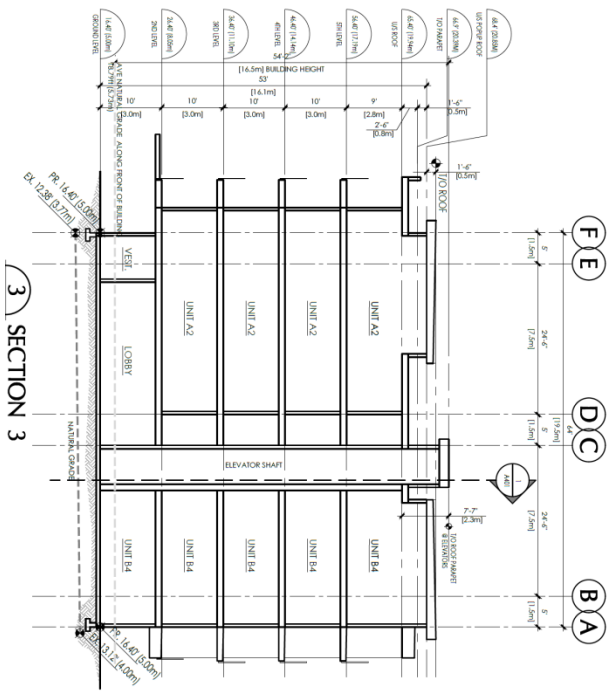
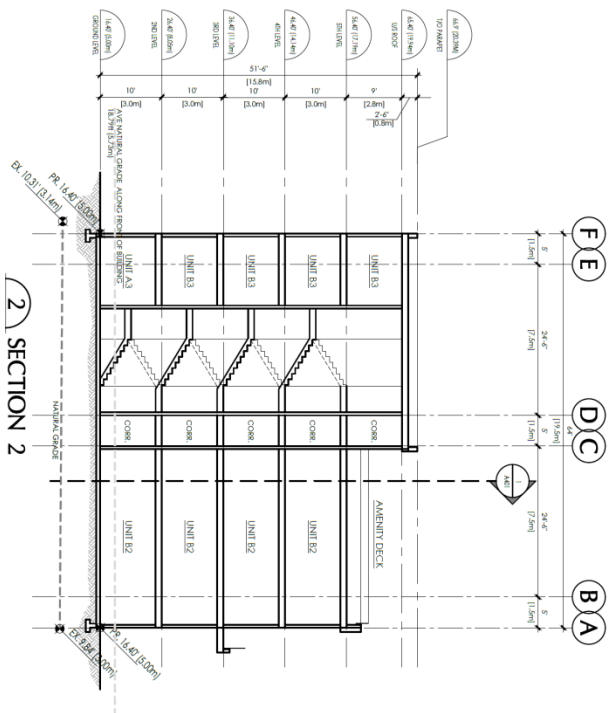


Attachment No 2: Site and Building Plan (3/4)





Attachment No 2: Site and Building Plan (4/4)



Attachment No 3: Landscape Plan (1/1)





## STAFF REPORT

**To:** Council

**File No:** 3060-20-1814

**From:** Chief Administrative Officer

**Date:** November 19, 2018

**Subject:** Development Permit with Variances No. 1814 – 344 and 356 12<sup>th</sup> Street

### PURPOSE:

The purpose of this report is for Council to consider issuing a Development Permit with Variances No. 1814 for the construction of two multi-family buildings at 344 12<sup>th</sup> Street and 356 12<sup>th</sup> Street, legally described as Lots 5 and 6, Block 3, Section 69, Comox District, Plan 480. The application includes a request to vary the required side yard building setbacks on each lot.

### CAO RECOMMENDATIONS:

That based on the November 19<sup>th</sup>, 2018 staff report “Development Permit with Variances No. 1814 – 344 and 356 12<sup>th</sup> Street”, Council approve OPTION 1 and proceed with issuing Development Permit with Variances No. 1814.

Respectfully submitted,

David Allen, BES, CLGEM, SCLGM  
Chief Administrative Officer

### BACKGROUND:

The subject properties front 12<sup>th</sup> and 13<sup>th</sup> Street and are located between Cliffe Avenue and England Avenue (**Figure No. 1**). Both properties are zoned Multiple Use Two Zone (MU-2) and are developed with a single residential dwelling located in the middle of the properties and a small accessory building located in the side yard of Lot 5 (**Figure 1**).

The properties are located within a mixed-use neighbourhood containing commercial uses including a restaurant, yoga studio and professional offices (i.e. medical, dental, physiotherapy and financial consulting). There are two single family residences located on 12<sup>th</sup> Street west of Lot 6, three multi-residential



Figure No. 1: Location Map



apartment buildings to the west across England Avenue and one apartment building south across 13<sup>th</sup> Street.

The applicant intends to demolish the single family dwelling and accessory building to facilitate the redevelopment of each lot with a fourplex building, parking and landscaping. This project offers eight two bedroom units (750 ft<sup>2</sup> (70 m<sup>2</sup>) each) with an open floor space concept kitchen/living room, a bathroom and a utility room. All units have access to an outdoor patio space. Vehicle and pedestrian access are provided from 12<sup>th</sup> and 13<sup>th</sup> Streets.

The property has the benefit of being located close to transportation routes, services and amenities within the Downtown District. The site is also within walking/cycling distance to Courtenay Elementary School, Cooper Park (England Avenue off 14<sup>th</sup> St.) and Standard Park (Cliffe Avenue off 14<sup>th</sup> St.) and is within a short distance to other destinations such as the Courtenay Crossing Shopping Centre.

## **DISCUSSION:**

### **Official Community Plan Review**

The properties are designated Multi Residential in the Official Community Plan (OCP). The OCP supports multi residential housing in a variety of locations to avoid large concentrations of the same housing type in one area and to provide housing diversity. The OCP contains policies that encourage multi residential development in the Downtown area.

Infill development in existing urban areas is also supported in Chapter 10 – Climate Action which promotes infill development in core and suburban settlement areas.

The development is subject to the Downtown and the Multi Residential Development Permit Area guidelines. The intent of these guidelines is to control the visual impact of residential projects, create liveable developments, to ensure developments have attractive street appearances and to improve the architectural design of developments and their relationship with adjacent lands.

The development is located within an area of the City that was originally subdivided in 1892. Single family lot sizes are small and have average sizes of 460 m<sup>2</sup>. While land use is predominantly commercial (professional office and restaurant use) there are a few multi-family buildings (i.e. apartment buildings) in the surrounding area. The two single family homes in the immediate neighbourhood are older style homes with small building footprints and heights of 1.0 to 1.5 stories. Buildings are situated between 4.0 metres and 6.0 metres from front property lines. The surrounding apartment buildings are older style buildings with varying rooflines (flat, gable, hip) and heights of 2 and 3 stories.

### Form and Character

The proposed development is generally consistent with the form and character guidelines. The plans indicate that each building is two storeys high. The building materials are high quality and include wood, smooth stucco and hardie cement siding.

Both buildings have been designed to front abutting roadways and building walls most visible from the streets have equal levels of design and detail. Both developments provide a pedestrian walkway that leads occupants to and from building entrances from parking areas and streets.

Design consideration has been given to reducing building mass through the use of stepped building facades, bump outs, sloped rooflines and roof projections over entryways. Weather protection is provided by covered entryways and roof overhangs.

To ensure outdoor privacy is maintained between units on upper floors, wooden privacy screens have been incorporated into the design, and patios have been designed in a way that no one patio is in direct view of another. For patios located along the street level, screening is to be provided by fencing.

Privacy is achieved between the development and adjacent properties through a combination of landscaping and fencing. The applicant has reduced the number of windows on the building elevation adjacent to the single family dwelling at 368 12<sup>th</sup> Street which minimizes overlook. There is also an existing 6-foot fence along most of the property boundary.

The siting and building design are consistent with the established residential development pattern in the neighbourhood. Similar to neighbouring developments: front building facades are set back from roadways with landscape buffers and lawn, building entrances are covered and recessed and lots are fenced in their side yards. The proposed building footprints result in average lot coverages of 33% which is less than what is permitted in the MU-2 Zone, but consistent with average residential lot coverages in the neighbourhood (33%).

#### Siting, Landscape & Screening

A detailed landscape plan was submitted with this application. The plan suggests a landscaped area of 7.5 metres will extend along each property's frontage (12<sup>th</sup> and 13<sup>th</sup> Street). Landscape buffers of 2.0 metres in width are provided in the side yards of both properties to separate parking and storage from adjacent properties.

Occupants from each unit are responsible for carrying their individual waste and recycling totes to the curbside for collection. For storage, each development offers screened storage space in the side yard under the stairs.

Overall the landscape design is consistent with the guidelines for a small lot infill development and is appropriately screened and landscaped from adjacent properties.

#### Tree Management

The site does not contain any trees. Under the City's Tree Protection and Management Bylaw No. 2850, each lot is required to have two trees. The project's landscape plan includes planting 2 Laurel Trees and 1 Japanese Maple Tree on Lot 5 and 1 Japanese Maple Tree and 1 Laurel Tree on Lot 6, which satisfies the bylaw requirements.

#### Useable Open Space

Occupants have access to common outdoor amenity space in the form of landscaped areas, lawn areas and pathways. A larger lawn area has been established between the two buildings to facilitate a safe place for outdoor recreation. Private amenity spaces (patios) are available at each unit's entryway. The application exceeds the open space requirement in the MU-2 Zone at 31.6 m<sup>2</sup> per unit.

#### Parking

The design provides parking in four separate locations congruent with the primary entrances to each unit. Pedestrian pathways connect building entrances to and through parking areas and to sidewalks of adjacent streets.

The size and location of parking spaces and site access meet City requirements. Additional landscaping is being provided for each unit in accordance with Section 7.1.11 of *Zoning Bylaw No. 2500*. The applicant is also providing 61 m<sup>2</sup> of additional landscaping in lieu of two parking spaces on each lot.

Lighting and Signage

The applicant is proposing exterior lighting at each of the unit’s entryways and on the exterior of the buildings. All exterior all lighting will be full-cut off/flat lens and lighting will not glare onto neighbouring properties. No new signage is being planned for either development.

Zoning Review

The properties are zoned Multiple Use Two Zone (MU-2) and the proposed use is permitted. The proposed project complies with regulations for building height, lot coverage, lot frontage, front and rear yard building setbacks, useable open space, parking, landscaping and fencing.

As mentioned earlier, the project requires variances to both side yard setbacks on each parcel. Below is an evaluation of the proposed variances. Please note the requested variances are slightly larger than what is shown in the attached plans to provide some flexibility at the time of construction.

**Table No. 1: Summary of Zoning Criteria and Applicant’s Proposal**

| 8.14.5 Setbacks<br>(3) Side Yard | Required   | Proposed   |
|----------------------------------|------------|------------|
|                                  | 4.5 metres | 2.0 metres |

The intent of side yard setbacks is to ensure that there is adequate distance between residential uses for privacy reasons and to limit the impact of building mass on neighbouring properties.

The residential dwelling located at 368 12<sup>th</sup> Street has four small windows and a rear deck adjacent to the side yard of Lot 6 (356 12<sup>th</sup> Street) where a 2.5 metre variance is being requested. Privacy impacts will be minimal because the building façade adjacent to the single family home has no windows and only solid doors. Periods of overlook will be limited to times when residents occupying upper level units are utilizing their outdoor patios.

The commercial development located at 1255 Cliffe Avenue has a rear yard parking lot adjacent to the side yard of Lot 5 (344 12<sup>th</sup> Street). Privacy impacts will be minimal. Also, the building elevation adjacent to the commercial property has no windows and only solid doors and there is fencing along the length of the lot.

Each building elevation located within the interior side yard of the development has four bedroom windows. Because these facades are adjacent, this may create privacy issues for residents at times when they are occupying their bedrooms. The applicant is proposing to mitigate potential privacy impacts between these units through landscaping treatments. The number of windows on these elevations cannot be reduced due to egress requirements in the BC Building Code.

**Staff assess the requested side yard variances as minor and supportable.**

**FINANCIAL IMPLICATIONS:**

The Development Services Department collected a fee of \$4,000 for the Development Permit with Variance application. Following the issuance of the permit the applicant will be required to apply for a Building Permit and complete related inspections. Building permit fees are \$7.50 for every \$1,000.00 of construction value.

The development is also subject to Development Cost Charges which will be determined at time of building permit application.

### ADMINISTRATIVE IMPLICATIONS:

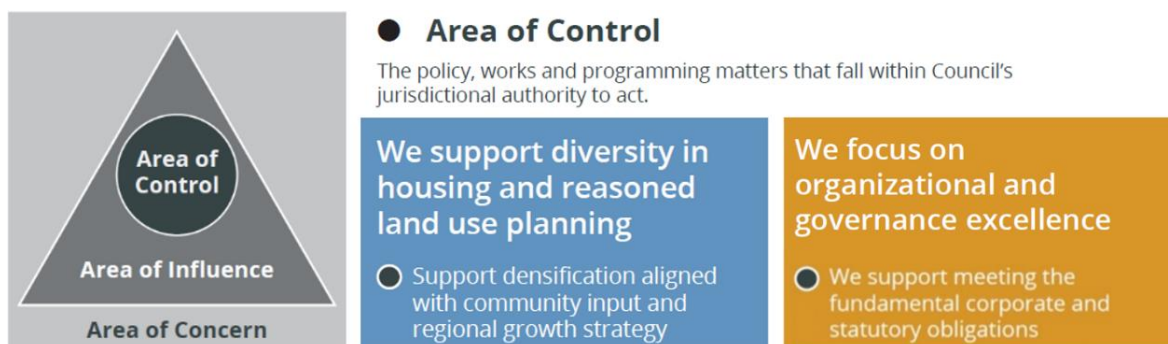
The processing of development applications is included in the current work plan as a statutory component. Staff has spent 28 hours reviewing the application, conducting a site visit and meeting with the applicant to request and receive additional information. If approved, there will be approximately one additional hour of staff time required to prepare the notice of permit, have it registered on title and close the file.

### ASSET MANAGEMENT IMPLICATIONS:

There are no direct asset management implications related to this application. This is an infill development that will utilize existing City infrastructure.

### STRATEGIC PRIORITIES REFERENCE:

Development applications fall within Council's area of control and specifically align with the strategic priorities to support meeting the fundamental corporate and statutory obligations of the City and to support densification aligned with community input and the regional growth strategy.



### OFFICIAL COMMUNITY PLAN REFERENCE:

4.4 Residential

Goals:

4.4.2(2) *Encourage multi residential development in the Downtown Area of the City.*

4.4.2(7) *Preserve the integrity and character of existing residential areas with any redevelopment proposal.*

Policies:

4.4.3 (1) *Balance land uses to create a vibrant and diverse neighbourhood and community.*

4.4.3 (5) *Lead in creating inclusive neighbourhoods for housing.*

Density Policies:

(5) *The City supports the designation of multi-residential housing in a variety of locations to avoid large concentrations of the same type of housing in one area and to help provide more diversity within neighbourhoods. In this regard,*

(a) *Multi residential limited in size and scale outside of downtown; and*

(b) *The multi residential description is subject to the following criteria:*

- *should include enough amenity space for the recreational needs of the development.*
- *have access to schools, parks, walkways, transit and complementary commercial/ service uses.*
- *provide adequate buffer areas from major roads and adjacent land uses.*

Planning for Climate Change  
Section 10.3

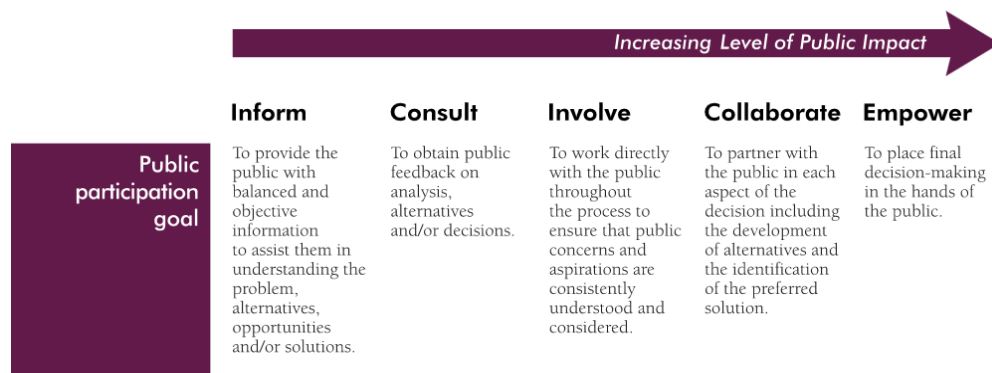
*Objective 2, Policy (3) To encourage incremental infill development in core and suburban settlement areas, the City will: a. Encourage compact developments within 400 m of service corridors.*

**REGIONAL GROWTH STRATEGY REFERENCE:**

The proposed development is consistent with the following Regional Growth Strategy policies: locating housing close to existing services, directing new residential development to Core Settlement Areas; directing higher density developments to Municipal Areas and increasing housing opportunities within existing residential areas in Core Settlement Areas by encouraging multi-family infill developments.

**CITIZEN/PUBLIC ENGAGEMENT:**

As per Council’s direction, under the IAP2 Spectrum of Public Participation the level of public input that has been undertaken is “**Consult**”.



The applicant held a public information meeting on June 21<sup>st</sup>, 2018 and 3 people attended. The applicant indicated that attendees at the meeting were generally supportive of the project. Also, the applicant received written support from a resident who resides on 2<sup>nd</sup> Street who attended the meeting.

On June 24<sup>th</sup>, 2018 City staff received one email from a neighbor who expressed concerns about the scale and massing of the proposed buildings stating they are visually out of scale for the neighborhood and would prefer the applicant development one multi-family building as opposed to two fourplex buildings. The neighbor also expressed concerns about the number of parking spaces provided with each development. A fax was received by City staff from a second adjacent neighbour who expressed no concerns about the development. The sign in sheet and public comments are referenced in **Attachment No. 3**.

In accordance with the City’s Development Application Procedures Bylaw, the City also has notified property owners and occupants within 30 metres of the subject property. To date, staff has received no responses.

**OPTIONS:**

**OPTION 1:** Council approve OPTION 1 and proceed with issuing Development Permit with Variances No. 1814 (**Recommended**).



**OPTION 2:** Council defer issuance of Development Permit with Variances No. 1814 pending receipt of further information.

**OPTION 3:** Council does not approve Development Permit with Variances No. 1814.

Prepared by:



---

Dana Beatson, MCIP, RPP  
Land Use Planner

Reviewed by:



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Ian Buck, MCIP, RPP  
Director of Development Services

*Attachments:*

1. *Attachment No. 1: Draft Development Permit No. 1814 and Associated Schedules*
2. *Attachment No. 2: Applicant's Submissions*
3. *Attachment No. 3: Public Comments*

**Attachment  
No. 1  
Draft Permit**

**THE CORPORATION OF THE CITY OF COURTENAY**

**Permit No. 3060-20-1814**

**DEVELOPMENT PERMIT WITH VARIANCES**

November 19, 2018

**To issue a Development Permit**

**To:** Name: Four Paws Investments Ltd., Inc. No. BC1026011  
232- 2<sup>nd</sup> Street  
Courtenay BC V9N 1B7

**Properties to which permit refers:**

Legal (s): Lot 5, Block 3, Section 69, Comox District Plan 480  
Lot 6, Block 3, Section 69, Comox District Plan 480

Civic(s): 344 12<sup>th</sup> Street, Courtenay BC  
356 12<sup>th</sup> Street, Courtenay BC

**Conditions of Permit:**

To allow the construction of two fourplex buildings, one fourplex building to be constructed at 344 12<sup>th</sup> Street and a second fourplex building to be located at 356 12<sup>th</sup> Street, with the following variances to the *City of Courtenay Zoning Bylaw No. 2500, 2007*:

8.14. 5 (3) Setbacks

Reduce the minimum side yard building setbacks from 4.5 metres to 2.0 metres.

Development Permit with Variances No. 1814 is subject to the following conditions:

1. That development shall be in conformance with the plans contained in **Schedule No. 1**;
2. That landscaping be in general conformance with the plans and specifications contained in **Schedule No. 2**, as designed by Casandra Haigh of Paradise Plants dated (September 28, 2018);
3. Submission of landscape security in the amount of \$11, 248.83 (\$8,999.06 x 125%);
4. Landscaping must be completed within one year of the date of issuance of the occupancy permit by the City;
5. The minimum depth of topsoil or amended organic soil on all landscaped areas is to be as follows: shrubs – 450mm, groundcover and grass – 300 mm and trees -300 mm around and below the rootball;
6. All new street lighting in the proposed development must use Full Cut Off/Flat Lens (FCO/FL) luminaries to light roads, parking, loading and pedestrian areas. Exterior building lighting must have FCO lighting fixtures;

7. A sign permit shall be obtained prior to any signage being installed on the property;
8. All parking must be developed in accordance with Zoning Bylaw No. 2500, 2007, Off-Street Parking and Loading Spaces; and
9. All parking lots that accommodate two or more vehicles must be surfaced with a bituminous or other dust free surface.
10. No alterations or amendments shall be made without the City's permission. A formal amendment application is required if the plans change or additional variances are identified after the permit is issued.

**Time Schedule of Development and Lapse of Permit**

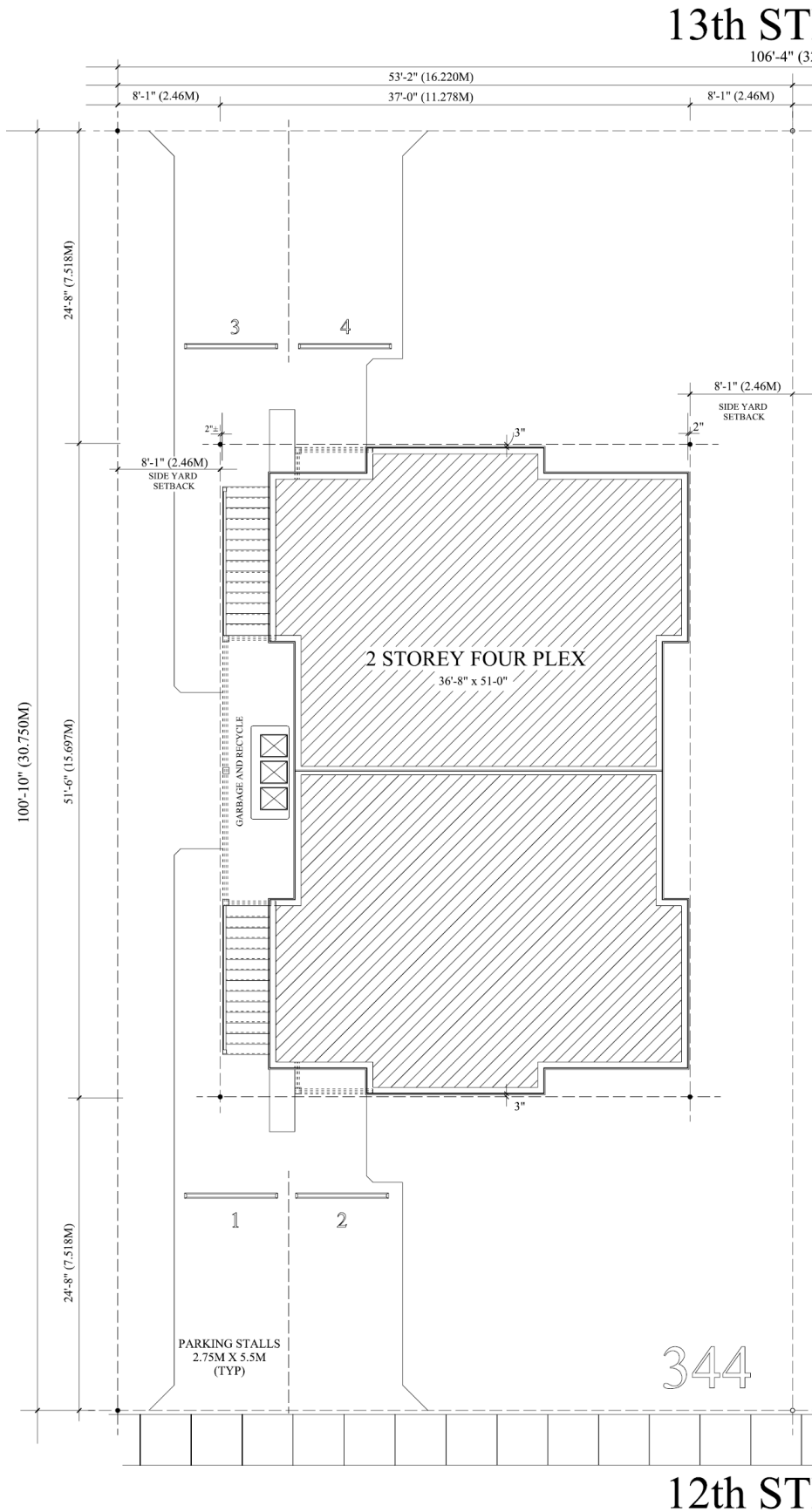
That if the permit holder has not substantially commenced the construction authorized by this permit within (12) months after the date it was issued, the permit lapses.

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Date

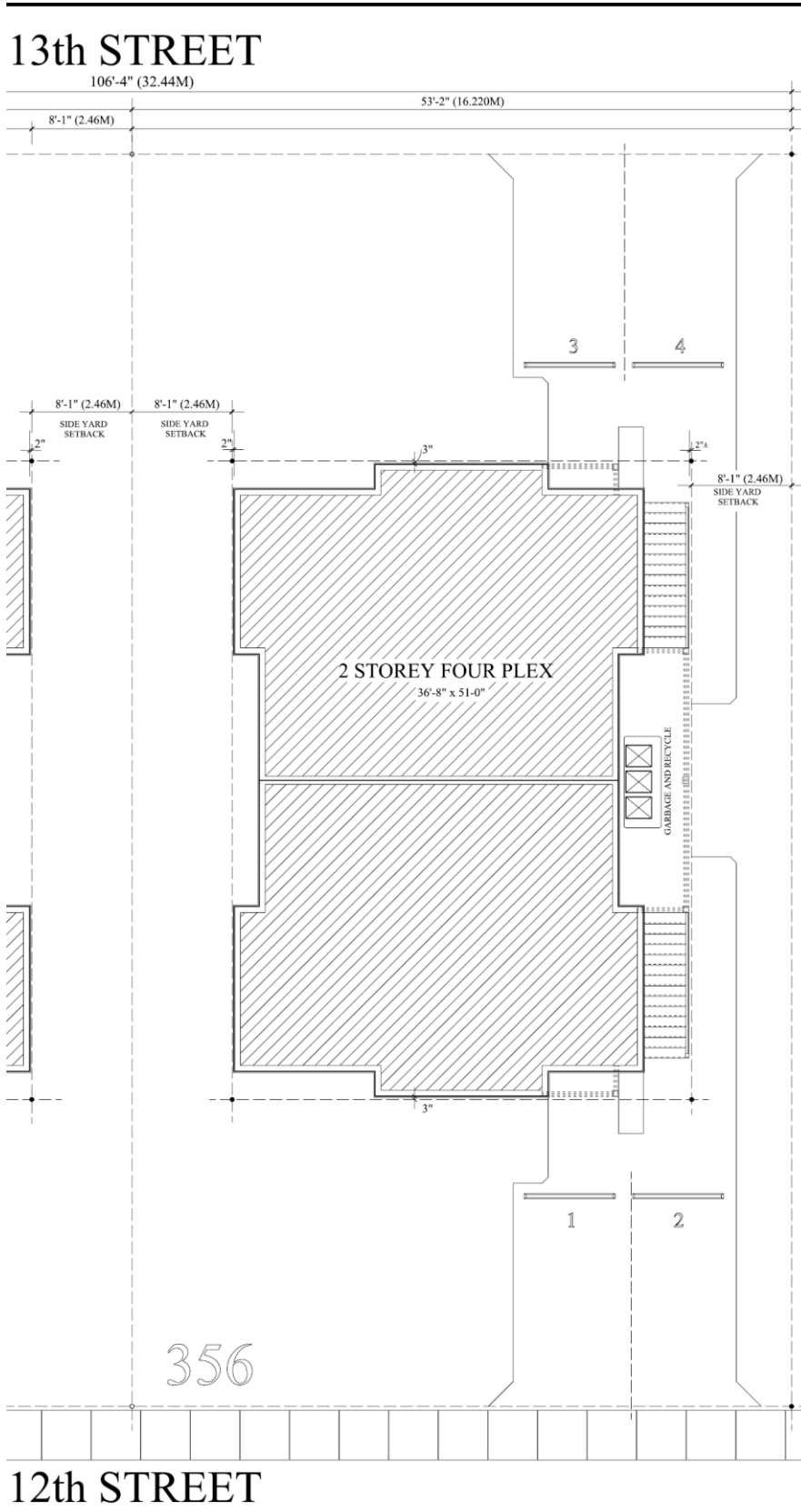
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Director of Legislative Services

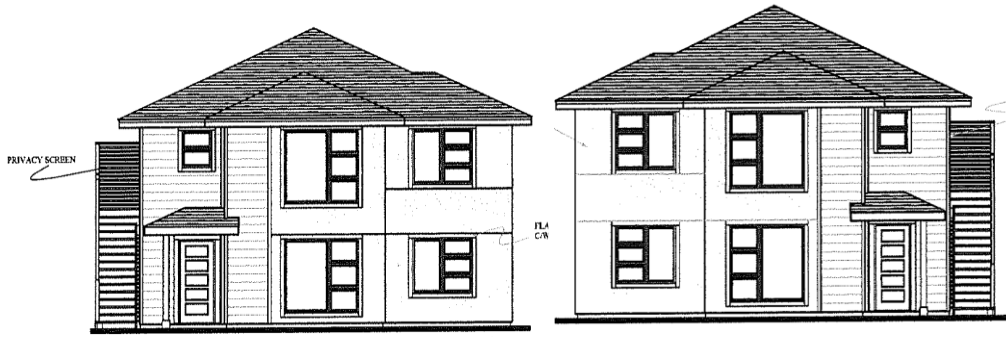


Schedule No. 1  
(1 of 4)

Schedule No. 1  
(2 of 4)



Schedule No. 1  
(3 of 4)

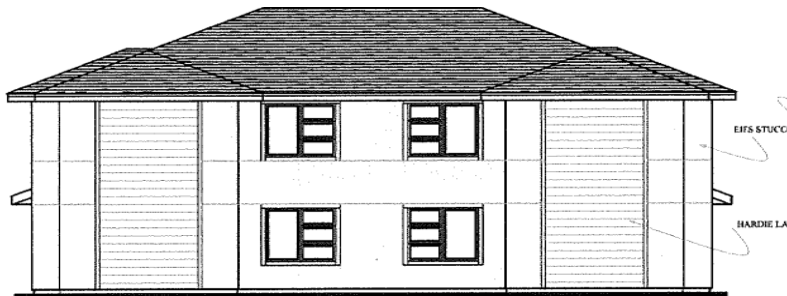


② 12th Street Elevation (Front)

④ 13th Street Elevation (Rear)



① Left Elevation



③ Right Elevation

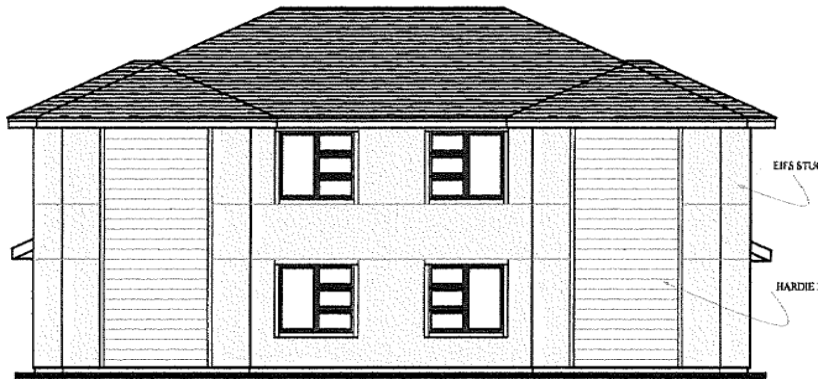
Schedule No. 1  
(4 of 4)



② 13th Street Elevation (Front)  
SCALE: 1/4" = 1'-0"



④ 12th Street Elevation (Rear)  
SCALE: 1/4" = 1'-0"



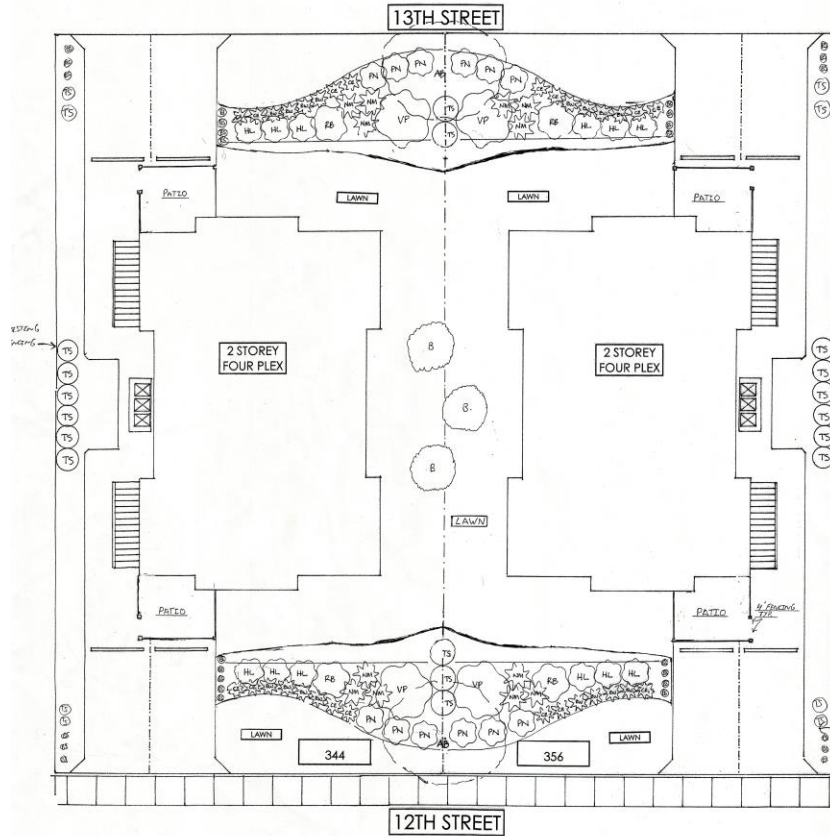
③ Left Elevation  
SCALE: 1/4" = 1'-0"



① Right Elevation  
SCALE: 1/4" = 1'-0"



Schedule No. 2  
 (1 of 2)



344 - 12<sup>th</sup> Street  
 356 - 12<sup>th</sup> Street  
 Landscape Design

Design By: Cassandra Leigh  
 Paradise Plants Garden Centre  
 2480 Henry Road, Coon Rapids, MN  
 Phone: 763-897-3899  
 Email: cass@paradisegardens.com  
 May 2018

**BC LANDSCAPE ETHICS**  
 All construction to meet the requirements as set out in the BC Landscape Standards, 2007 unless amended by the B.C. Society of Landscape Architects and the B.C. Landscape and Nursery Association joint Code of the B.C. Landscape Standards as available through the B.C. SA office at 454-574-1772.

Contractor to consult with the designer regarding any discrepancies as well as any plant substitutions required due to availability.  
 Contractor is responsible for obtaining written confirmation of utility locations prior to commencing digging.

**Legend**  
 Blue Crush Stone -

Scale: 3/16" = 1'

| Plant Label | Size     | Quantity |
|-------------|----------|----------|
| AB          | 2 75m    | 2        |
| BS          | 2 GALLON | 28       |
| CE          | 1 GALLON | 32       |
| EW          | 1 GALLON | 32       |
| HL          | 2 GALLON | 12       |
| LH          | 2 GALLON | 12       |
| NM          | 2 GALLON | 16       |
| PN          | 2 GALLON | 12       |
| RB          | 3 GALLON | 8        |
| SJ          | 2 GALLON | 0        |
| TS          | 3 GALLON | 4        |
| VP          | 1.75m    | * 9      |

**Plant List by Latin Name**

- AB Acer palmatum 'Bloodgood'
- BS Buxus sempervirens suffruticosa
- CE Carex oshimensis 'Evergold'
- EW Erica darleyensis 'White Perfection'
- HL Hydrangea paniculata 'Little Lime'
- LH Lavandula angustifolia 'Hidcote'
- NM Nandina domestica 'Moon Bay'
- PN Picea abies 'Nidiformis'
- RB Rhododendron 'Bruce Brechtbill'
- SJ Skimmia japonica
- TS Thuja occidentalis 'Smaragd'
- VP Viburnum plicatum 'Summer Snowflake'

**Plant List by Common Name**

- AB 'Bloodgood' Japanese Maple
- BS Dwarf English Boxwood
- CE 'Evergold' Japanese Sedge
- EW 'White Perfection' winter heather
- HL Compact Lime-light Hydrangea
- LH Compact English Lavender 'Hidcote'
- NM 'Moon Bay' Heavenly Bamboo
- PN Birds Nest Spruce
- RB Rhododendron 'Bruce Brechtbill'
- SJ Japanese Skimmia
- TS Emerald Cedar
- VP Doublefile Viburnum
- B PORTUGAL LAUREL SPREAD SPEC.

updated September 28, 2018

Schedule No. 2  
 (2 of 2)



PARADISE PLANTS GARDEN CENTRE  
 2480 HARDY ROAD  
 COURTENAY BC PHONE 897 3898

PROJECT ADDRESS: 344-356 12th Street QUOTATION  
 CLIENT: Four Paws Investment  
 DATE: May 28 2018

|    |                            | Size     | QUANTITY | COST |
|----|----------------------------|----------|----------|------|
| AB | Bloodgood Maple            | 1.75 m   | 2        |      |
| BS | Buxus sempervirens suf.    | 2 gallon | 28       |      |
| CE | Carex Evergold             | 1 gallon | 32       |      |
| EW | Erica dar. White Perfectic | 1 gallon | 32       |      |
| HL | Little Lime Hydrangea      | 2 gallon | 12       |      |
| LH | Hidcote Lavender           | 2 gallon | 4        |      |
| NM | Nandina Moon Bay           | 2 gallon | 14       |      |
| PN | Birds Nest Spruce          | 2 gallon | 12       |      |
| RB | Bruce Brechtbill Rhodode   | 3 gallon | 8        |      |
| SJ | Skimmia japonica           | 2 gallon | 6        |      |
| TS | Emerald Cedar              | 5 gallon | 35       |      |
| VP | Vibrunum Summer Snow       | 5 gallon | 4        |      |
|    |                            |          |          |      |
|    |                            |          |          |      |
|    |                            |          |          |      |

|                  |                           |      |
|------------------|---------------------------|------|
| PLANT TOTAL      |                           | 3263 |
| Garden Soil      | 12 Yards                  | 300  |
| Lawn Soil        | 24 Yards                  | 600  |
| Bark Mulch       | 12 Yards                  | 300  |
| Blue Chip Stone  | 16 Yards                  | 320  |
| Lawn Sod         |                           | 200  |
| Landscape Fabric | One Roll for beneath stor | 350  |

|                       |                        |                |
|-----------------------|------------------------|----------------|
| Irrigation            | Two Zone - Drip System | 1800           |
| Transplant Fertilizer |                        | 20             |
| Labour                |                        | 1200           |
| PST                   |                        | 228.41         |
| GST                   |                        | 417.65         |
| <b>Total</b>          |                        | <b>8999.06</b> |

**Attachment  
No. 2  
Applicant's  
Submissions**

## **Written Summary**

**To: City of Courtenay**

**Attn: Planning Department**

**In reference to development permit for 344,356 12th St.**

My intention for this application is to construct two new four plex, multifamily units at the above addresses that will blend into the area creating much needed multifamily housing that is also visually appealing. This will be done on an underutilized site that is currently a neglected single family home. I feel my design will be a complement to the surrounding neighbourhood and the city as a whole. I believe I have captured every aspect of the city's need for attractive, affordable housing and have proven with my present and past company's ability to enhance the neighbourhoods in which I work. I look forward to having the ability to take a presently unattractive, low density situation and turning it into a much needed asset to the downtown core, allowing more citizens affordable access to all the amenities in the proximity, while increasing the vibrancy of city.

Thank you for your consideration,

Peter Croonen

Four Paws Investments LTD.



## Variance Justification Written Summary

**To: City Of Courtenay**

**Attn: Planning Department**

**In reference to development permit for 344,356 12<sup>th</sup> St.**

I am requesting a variance to the current MU-2 side yard setbacks of 4.5 meters at 344 12<sup>th</sup> St. and 356 12<sup>th</sup> St. to be adjusted to 2.4m for my development permit application to construct a four plex multifamily building on each of the two addresses.

My justification for this request comes from the possibility of combining the two properties and constructing one multifamily building, in doing this I could create a single 8 unit building following the current MU-2 setbacks. With the requested 2.4m setback, I can create two four unit buildings with a total 4.8m separation between them. Not only does this provide the same amount of units, but in my opinion it does so in a far more visually appealing way. It also gives the building a boutique apartment feel as opposed to big block apartment living. Having fewer common walls, green space separation, and less direct neighbours makes this a healthier living atmosphere.

In the R-4B zoning (which allows for a four plex) the side yard setback is 2m so my request exceeds that minimum for the building that I am proposing and does not add or create any fire safety or code issues since this has already been established under the R-4B zone.

Thank you for your consideration,

Peter Croonen

Four Paws Investments LTD.



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## **Sustainability Evaluation Checklist**

**To: City of Courtenay**

**Attn: Planning Department**

**Re: 344, 356 12<sup>th</sup> St. Courtenay**

### **Land Use**

- The proposed multifamily building (four plex) will blend in with the character of the neighbourhood while adding a mix of colours and depths adding to the desired downtown charm.
- Having affordable housing so close to downtown and parks will reduce the need for vehicle traffic and will promote greener ways of transportation.

### **Building Design**

- Designed to fit into the neighbourhood, this four plex will not only be visually appealing, but will be built with modern materials and practices to ensure longevity, low maintenance and energy efficiency.
- Two sided access, attractive roof lines, low maintenance and a refreshing colour scheme are just some of the treatments proposed.
- Off street parking will be provided according to City Standards.

### **Transportation**

- Located steps away from public transit.
- Constructed inside the commercial border of the downtown core, short walks or cycles make vehicles a non-necessity.
- Easy access to parks, restaurants and shopping.



### **Infrastructure**

- Make use of existing city services by developing an infill lot.
- Yard space will be landscaped with drought tolerant plants and decorative landscaping.
- Parking areas will be developed using hard surface low maintenance materials and where possible be graded in a manner to encourage ground water recharging.

### **Character and Identity**

- This four plex will be situated on its own lot within the city's setbacks (variance pending) while retaining a pleasant view corridor.
- A relatively flat lot will allow for two of the four units in each building to have easy ground floor access making it accessible for a broad spectrum of tenants.
- Building height will be the same or lower than adjacent larger buildings.

### **Environmental Protection and Enhancement**

- My intention is to install drought tolerant plants and have low maintenance landscaping to discourage the use of excess water.
- Invasive species will be removed from site if they exist.

**Peter Croonen**

**Four Paws Investments LTD.**




**SIGN IN SHEET**

**Attachment No.3**  
**Public Comments**

FOR

**344, 356 12th St. Four Plex**

| NAME<br>(Please Print)  | ADDRESS               |
|---|-----------------------|
|  | 207 2ND ST CTNY       |
|   | 604-617-8624 368 12TH |
|   | #4-330 13th St. CTNY. |
|   |                       |
|   |                       |
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|   |                       |
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|   |                       |
|   |                       |

## PUBLIC INFORMATION MEETING

June 21st 2018

Re: 344 and 356 12th St

### COMMENT SHEET

Name:

[REDACTED]

Email:

[REDACTED]

Address:

207 2ND ST, CTNY

Phone:

[REDACTED]

Four Paws Investments Ltd. has applied to the City of Courtenay for a Development Variance Permit for 344 and 356 12th St. This project is under review by staff in the Planning Department of the City.

Given the information you have received regarding this project do you have any comments or questions?

HANDSOME FOUR-PLEXES. GOOD TO SEE THE  
DENSIFICATION OF DOWNTOWN-CORE LOTS.  
LOOKS LIKE IT WILL FIT IN WELL WITH THE  
CURRENT USES ON THE STREET.





Jun 18 11:35a

Raymond James LTD.

250-334-9204

p.1

*to: Planning Dept.*

**PUBLIC INFORMATION MEETING**

**SCANNED**

June 21st 2018

Re: 344 and 356 12th St

**COMMENT SHEET**

Name: [Redacted] Email: [Redacted]

Address: *1255<sup>e</sup> Cliffe ave. Courtenay* Phone: [Redacted]

Four Paws Investments Ltd. has applied to the City of Courtenay for a Development Variance Permit for 344 and 356 12th St. This project is under review by staff in the Planning Department of the City.  
Given the information you have received regarding this project do you have any comments or questions?

*No questions or concerns.*

**Please return your comments by:** June 28th 2018

Comment sheets can be submitted by one of the following methods:

1. Drop your comment sheet off at the Development Services Department, City of Courtenay  
830 Cliffe Avenue
2. Email your comment sheet to [planning@courtenay.ca](mailto:planning@courtenay.ca)
3. Fax your comment sheet to 250-334-4241

**Beatson, Dana**

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**From:**  
**Sent:** June-24-18 2:50 PM  
**To:** PlanningAlias  
**Subject:** re: 344 and 356 12th Street.

I attended the public information meeting hosted by Four Paws Investments Ltd. My observations stem from viewing the developers plan and CAD 3-D modelling images for the properties and the proposed structures.

It is my overall impression that the two structures as proposed, would occupy too great an area spatially (area and mass) on their lots and be visually out of scale with their respective neighbours. As such, I do not support the city altering the existing variance requirements. I question the need and suitability of constructing two buildings instead of only one that would straddle both lots. One building by the existing constraints of the site would not, to my mind, have a "large apartment block look". The developer does not appear in favour of the later option despite the many small 'walk-up' fully tenanted and well-kept apartment blocks in the immediate neighbourhood.

Existing daytime weekday parking is awkward and at capacity on both 12th and 13th streets between Cliffe and England. As such, parking for the proposed development should be onsite. The developer has made allowance for 8 parking spots, 4 fronting onto either street. I would suggest, given this age of two-car plus households and the likelihood that some of these proposed individual units will be shared tenancies, that the parking requirement be greater than the unit total.

These are my only substantive concerns.

  
#4 - 330 13th St.,  
Courtenay, BC  
V9N 1V8  






THE CORPORATION OF THE CITY OF COURTENAY

## STAFF REPORT

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**To:** Council  
**From:** Chief Administrative Officer  
**Subject:** Heritage Clocks Refurbishment

**File No.:** 6800-01  
**Date:** November 19, 2018

---

### PURPOSE:

The purpose of this report is to consider expenditure of gaming funds for the refurbishment of two heritage clocks.

### CAO RECOMMENDATIONS:

That based on the November 19, 2018 staff report "Heritage Clocks Refurbishment", Council authorize the expenditure of up to \$25,000 from Gaming Funds, under the Category of Council Initiatives, to pay for the refurbishment of two heritage clocks.

Respectfully submitted,

David Allen, BES, CLGEM, SCLGM  
Chief Administrative Officer

### BACKGROUND:

The City of Courtenay Heritage Advisory Commission has researched and developed a plan for the refurbishment of two heritage clocks. The attached report from the Heritage Advisory Commission outlines the history and importance of the clocks, scope of repairs required, quotes for the repairs and Consideration for the future of the clocks.

### DISCUSSION:

The Heritage Commission has received quotes for the repairs totalling \$20,346.90. City staff have reviewed the request and suggest the repairs be funded through the City's Gaming Fund under the category of Council Initiatives. To account for any unforeseen expenses staff have requested authorization for up to \$25,000.

The attached information includes a cost estimate on installation from Public Works staff in the amount of \$4,500 for the installation of each clock. While the Heritage Advisory Commission has suggested potential locations for the installation of the clocks, at this time the requested funds are limited to completing the refurbishment. Should Council authorize the expenditure to refurbish the clocks, the City would budget for and undertake the installation works in the future in consultation with the Heritage Advisory Commission.

**FINANCIAL IMPLICATIONS:**

The Gaming Fund currently has a balance of \$2,000,000.

**ADMINISTRATIVE IMPLICATIONS:**

Staff have spent approximately 2 hours reviewing material and preparing this report.

**ASSET MANAGEMENT IMPLICATIONS:**

The proposed work would refurbish two heritage clocks that have been in storage for a number of years. If refurbished and located on City buildings the clocks would be added to the buildings asset class at the value of their refurbishment.

**STRATEGIC PRIORITIES REFERENCE:**

**We proactively plan and invest in our natural and built environment**

- Continued focus on asset management for sustainable service delivery
- Focus on infrastructure renewal rather than upgrades



- **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:**

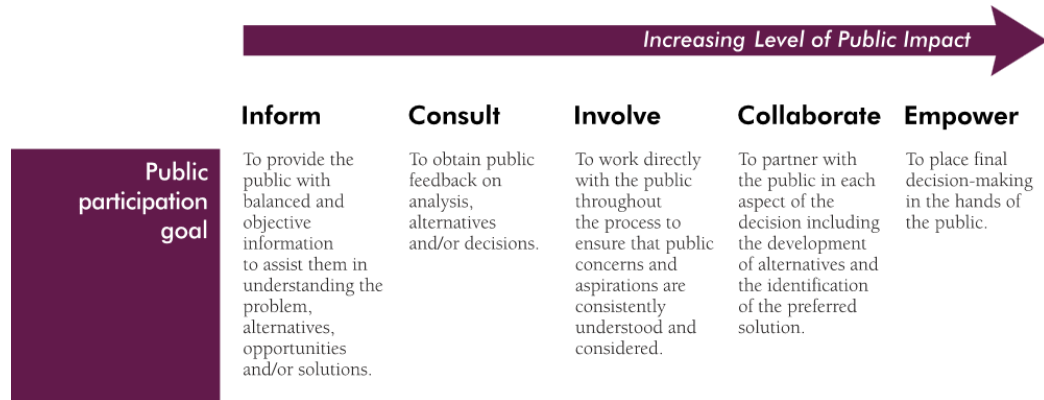
Not referenced.

**REGIONAL GROWTH STRATEGY REFERENCE:**

Not referenced.

**CITIZEN/PUBLIC ENGAGEMENT:**

Staff would **inform** the public based on the IAP2 Spectrum of Public Participation:



**OPTIONS:**

**OPTION 1:**

Council authorize the expenditure of up to \$25,000 from Gaming Funds, under the Category of Council Initiatives, to pay for the refurbishment of two heritage clocks. **(Recommended)**

**OPTION 2:** Direct staff to consider alternative sources of funding and report back to Council.

**OPTION 3:** Not consider refurbishment of the clocks at this time.

Prepared by:

Ian Buck, MCIP, RPP  
Director of Development Services

Attachment No. 1 – Heritage Advisory Commission Report.

**Attachment No.1 – Heritage Advisory Commission Report**

To - The City of Courtenay City Council

From - The City of Courtenay Heritage Advisory Commission

Date - 29<sup>th</sup> October 2018

The two attached reports cover the works required with costs to refurbish and re-erect two heritage clocks. One on the City Hall and the other on the Sid Williams Theatre.

Quotations have been procured from Landmark Clocks International for the clocks refurbishments and Courtenay Public Works for the connection and erection of the clocks onto the respective buildings.

The costs for the **City Hall clock** amount to

|                               |             |
|-------------------------------|-------------|
| Landmark Clocks International | - \$9338.70 |
| Courtenay Public Works        | - \$4500.00 |

**TOTAL \$13838.70**

The costs for the **Civic Theatre clock** amount to

|                               |              |
|-------------------------------|--------------|
| Landmark Clocks International | - \$11008.20 |
| Courtenay Public Works        | - \$4500.00  |

**TOTAL \$15508.20**

The Heritage Advisory Commission request your consideration as to whether one, both or none of the clocks are to be refurbished and re-erected.

Please note that the Landmark Clocks International quotations are valid until 1<sup>st</sup> December 2018.

Should you require further information on the above please contact Andrew Ireson of the Heritage Commission on 250-650-5506 or [acireson@gmail.com](mailto:acireson@gmail.com)



# REPORT ON TWO HERITAGE CLOCKS FROM COURTENAY'S PAST NOVEMBER 2017

BY COURTENAY HERITAGE ADVISORY COMMISSION

## CONTENTS

- 1 INTRODUCTION
- 2 HISTORY OF CLOCKS
- 3 CURRENT LOCATION AND RECENT INSPECTIONS
- 4 SCOPE OF REPORT
- 5 CITY HALL CLOCK
- 6 CIVIC THEATRE CLOCK
- 7 REPORTS AND QUOTATIONS – Landmark Clocks  
International.
- 8 CONSIDERATIONS FOR THE FUTURE OF THE CLOCKS

## 1. INTRODUCTION

For many years the Courtenay Public Works Department has maintained in safe storage two clocks that were at one time in the past prominently displayed on the Old City Hall and the Sid Williams Theatre. The following report advises the cost of refurbishing the clocks to a good working standard with an intention to re- erect them on their original buildings. The advised costs are a result of careful inspections of the existing clocks by Ray Saunders of Landmark Clocks International.

## 2. HISTORY OF CLOCKS

### City Hall Clock

In 1969 Theed and Elizabeth Pearse left money in their will and instructions for the purchase of an outside mounted electric clock for City Hall. Mrs. Pearse said "The Town Hall needs a Town Clock". In April 1972 a quote for \$1619.94 was received from Neon Products and accepted. The clock was duly installed and remained on City Hall until the fire on 2<sup>nd</sup> July 1995. The largely undamaged clock at this point was removed to safe storage in the Piercy Road Public Works Depot.

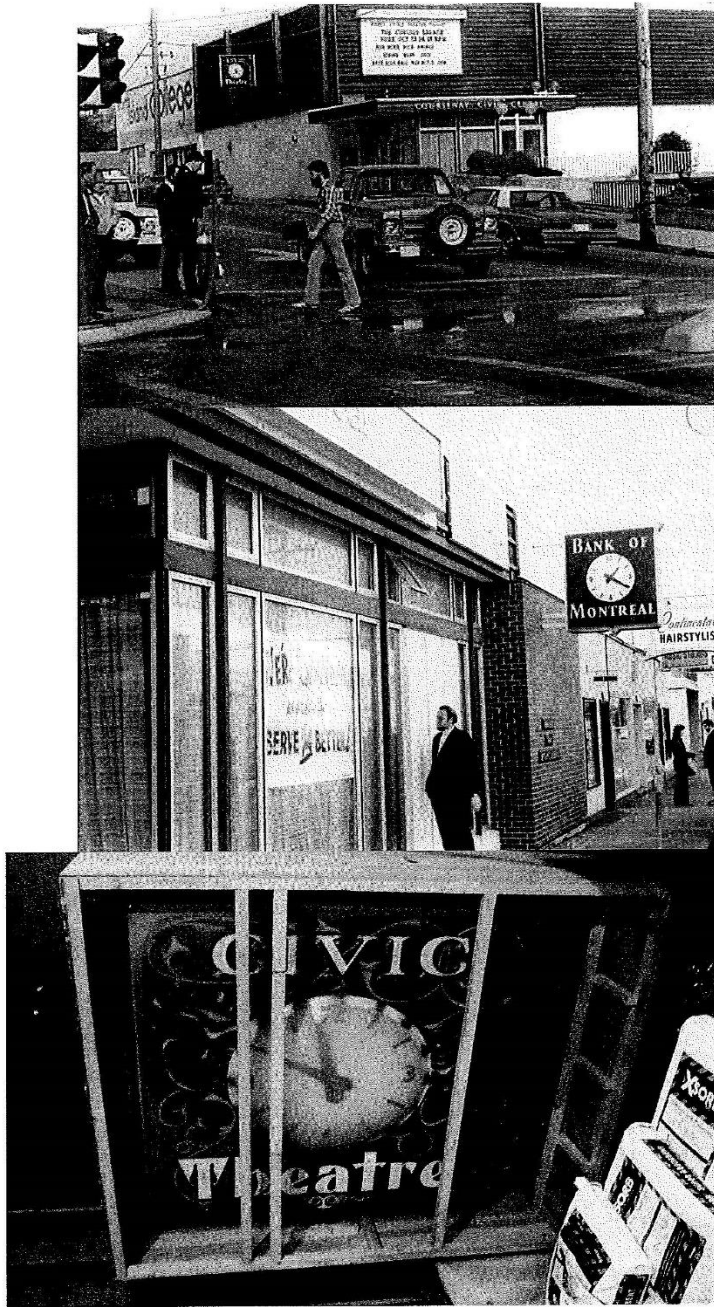
In 1996 City Administrator John Wilson said that council hoped to incorporate the clock into the city's 830 Cliffe Avenue building when the renovations had been completed.

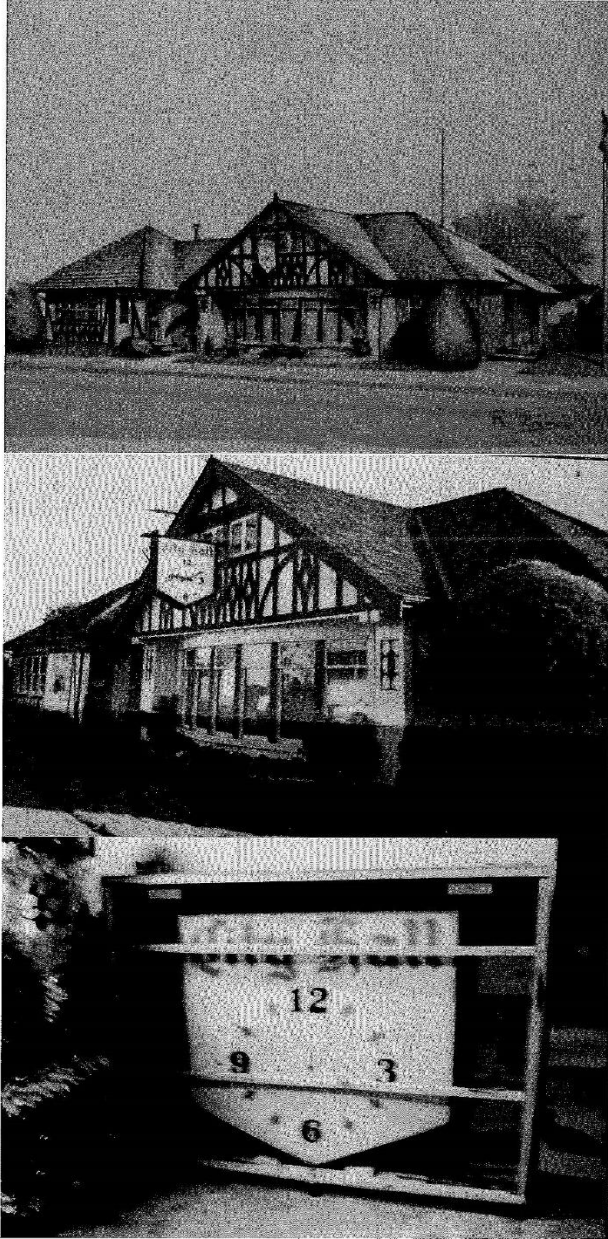
Please see pictures overleaf of clock on old City Hall and in current storage.

### Civic Theatre Clock

The clock was originally on the Bank of Montreal building on the corner of 6<sup>th</sup> Street and England Avenue. The clock was gifted to Courtenay Civic Theatre by the Bank of Montreal and following suitable alterations was erected on the Cliffe Avenue elevation of the Civic Theatre in the early 1970's. The Civic Theatre became the Sid Williams Theatre in 1984. When the Sid Williams Theatre was refurbished and modernised between 1998 and 2000 the clock was removed to safe storage in the Piercy Road Public Works Depot.

Please see pictures overleaf of clock in Bank of Montreal colours, on the Civic Theatre before refurbishment and in current storage.





### **3. CURRENT LOCATIONS AND RECENT INSPECTIONS**

Both clocks have been stored in the Piercy Road Public Works Depot since their removal from the old City Hall and the Sid Williams Theatre. They were protected by solid plywood casings on mobile platforms and kept under cover in secure premises.

The clocks were inspected by members of the Courtenay Heritage Advisory Commission (CHAC) in November 2016. It was subsequently decided and agreed by the CHAC to gain a quotation from a recognised expert in the refurbishment of public electric clocks to establish the current condition and potential costs of refurbishing both clocks to good working and aesthetic condition.

Ray Saunders of Landmark International Clocks submitted a quotation to inspect, write a condition report and give an estimate of refurbishment costs in the sum of \$1344. His quotation was duly accepted and the inspection of both clocks took place on 17<sup>th</sup> and 18<sup>th</sup> July with Andrew Ireson of CHAC in attendance.

#### **4. SCOPE OF REPORT**

**The works that are included in the Quotations** are as follows:-

1. Repair and refurbishment of clock structural frames.
2. Replacement of outdated fluorescent lighting system with LED lighting system.
3. Refurbishment or replacement of clock dial sheets including artwork.
4. Replacement of clock motors.
5. Replacement of clock hands to suit new motors.
6. Addition of 'control clocks' inside the chosen buildings to make adjustments as required.

**The works that are not included in the Quotations** are as follows:-

1. The design, manufacture and fixing of the 'brackets' to support the two clocks and affix them to the chosen buildings.
2. The lifting and attaching of the clocks to the 'brackets' in item 1. above.
3. The works associated with creating a space in the chosen buildings to house the control clock and clock power source.
4. The creation and cost of wire ways and wiring from the clock to the control clock and power source.

#### **Notes.**

1. The clock cases will be weatherproofed with appropriate materials to prevent future interior water damage as has occurred to the existing clocks.
2. The clock motor, remote control, and LED lighting systems will be guaranteed for 5 years by Landmark Clocks International.
3. Both quotations include for all taxes and duties for materials and labour supplied.
4. Both quotations will stand until December 1st 2018.

## 5. CITY HALL CLOCK

### Condition Report

1. The composite timber and steel frame is in serviceable condition - will require preparation and painting.
2. The clock case envelope is in serviceable condition - will require preparation and repainting.
3. The fluorescent lighting system will require replacement.
4. One of the clock dial sheets is damaged and will need replacement. It is recommended to replace both dial sheets.
5. The clock hands will need replacement to suit new motor.

### Quotation

Labour, materials, transport etc. - \$9338.70 (For greater detail please refer to Landmark Clocks International Quotation 280917)

## 6. CIVIC THEATRE CLOCK

### Condition Report

1. Support frame repairs required due to rust damage. Will require preparation and repainting.
2. Interior clock frame will require repair of rust damage and then preparation and repainting.
3. Case envelope will require preparation, repainting and weatherproofing.
4. The fluorescent lighting system will need replacement.
5. Clock hands will require replacement to suit new motor.
6. The outer back painted domed dial sheets will require replacement due to discolouration, damage and peeling back paint. For cost efficiency (high mould costs) it is recommended that the domed sheet is replaced with a flat sheet.
7. The existing clock dials can be re-used.
8. Clock motors are outdated and would require refurbishing with a limited warranty - recommended to replace them with one 2 way motor.

### Quotation

- 1 Labour, materials, transport etc. - \$11,008.20 (For greater detail please refer to Landmark Clocks International Quotation 290917)

**7. REPORTS AND QUOTATIONS – Landmark Clocks International.**

A. City Hall Clock – Report and Quotation – see overleaf

B. Civic Theatre Clock – Report and Quotation – see overleaf





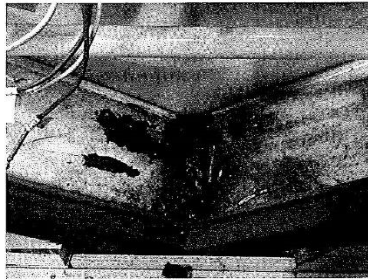
UNIT #112, 5910 No. 6 ROAD,  
RICHMOND, B. C. CANADA, V6V 1Z1  
☎ (604) 244 7555 CELL (604) 341 7666  
WEB SITE: [WWW.LANDMARKCLOCKS.COM](http://WWW.LANDMARKCLOCKS.COM)  
EMAIL: [TIMEWORKS@TELUS.NET](mailto:TIMEWORKS@TELUS.NET)  
GST #138591037

Sept. 14th, 2017.

**Andrew Ireson (1 250-650-5506)**  
Courtenay Heritage Advisory Commission,  
City of Courtenay,  
830 Cliffe Ave,  
Courtenay, BC  
V9N 2J7

**Regarding: The restoration of two Courtenay Heritage public clocks.**

**(A) The City Hall clock (Current condition.)**



**1. The frame structure.**

The clock case frame structure is durable, well built, is re-usable and should last for many years. The steel channel frame beams are welded and can be restored and re-painted.

The clock was hung from the top of this framework and through the 2" thick wooden plank by two bolts and chains. An overhead custom made bracket beam would be needed to hang and mount the clock from the new location, and is not included or part of this report or this quotation.



**2. Clock case envelope .**

This durable case envelope is well built and re-usable. The 2" X 11" rough planks that forms the outer framework of the case is in good shape. The frame could be re-painted to match the wood colour of the City Hall building. The gold-tone aluminum dial mounting trim is in good condition and is re-useable to hold the new dial.

The old fluorescent tube lighting will be removed to allow for the new LED dial lighting system.

Page 2.

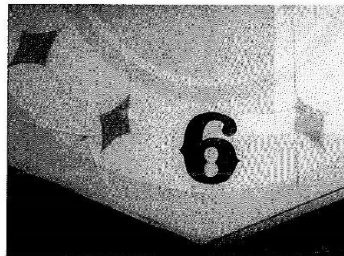
## The City Hall Clock.



### 3. The clock dial sheets.

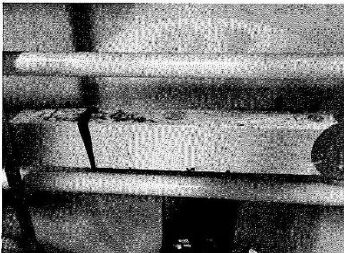
These one-piece clock dial sheets can be duplicated or there are many other design options available. The Heritage Advisory Commission may wish to consider the font style and size of the "City Hall" lettering. Our shop can provide all weatherproof laser cut 1/8" thick plastic lettering in a variety of colours and font style that are applied onto the outside of the sheets.

The anodised gold aluminum dial sheet frames are re-useable. All new stainless steel mounting fasteners are recommended.



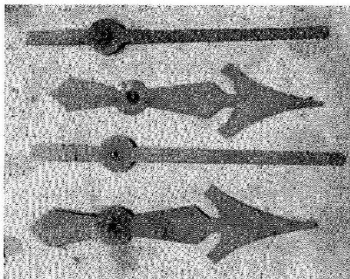
### 4. The dial damage.

One of the 1/4" thick white plastic dial sheets need replacing due to damage. There are a few cracks that cannot be masked and will grow. The other dial sheet is not damaged but it may be difficult to duplicate if the Advisory Commission wish to retain the original look. The lettering, clock numbers and hour markers are painted on the plastic sheet. This old sign lettering technique is not recommended as it may not 'stand the test of time'.



### 5. Dial lighting.

The old fluorescent lighting is out dated and is a high user of power. An LED system of back-lighting the dials is recommended. The existing interior frame and brackets can be used to mount the new system of LED lighting. Our LED lighting system will only consume one tenth of the power of the old system and no tube replacement required.

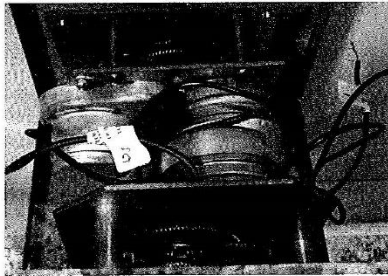


### 6. The clock hands.

The old rusty steel hands are not useable. Counter-balancing weights are not on the all the hands, and the wrong hand mounting bushings will not fit the new motor shaft sizes. However, these hands can be custom duplicated in sheet aluminum and power coated, if desired. The cost would be a litter higher than the hand style options on our sample sheet.

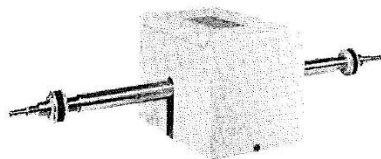
Page 3.

**City Hall clock movement.**



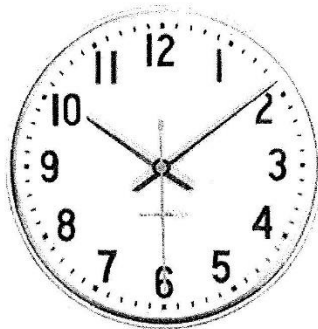
**7. The old City Hall clock movement.**

The old clock works have run out of time. These are out dated clock systems, that can be restored, with only a one year guarantee and is not recommended. The four gear motors, two for time and two for fast forwarding, would need replacing. The cost for the four motors and overhauling the clock gears systems would be to high.



**8. A new City Hall clock movement.**

This industrial quality direct drive movement features a synchronous capacitor motor, which develops plenty of torque for two-way clock installations. The two shaft lengths are custom made to suit the dial-to-dial dimension. The remote reset control will stop, start, and fast forward the time at 10-times normal speed. These clock movements are designed the last over 25-years.



**9. A pilot clock option.**

A pilot clock may be located next to the clock remote re-set control as an option. This clock will show the same time as the City Hall clock and will move fast forward at the same rate when the switch is placed in the re-set function. They are available from 10" to 15" in diameter.



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RICHMOND, B. C. CANADA, V6V 1Z1  
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WEB SITE: [WWW.LANDMARKCLOCKS.COM](http://WWW.LANDMARKCLOCKS.COM)

EMAIL: TIMEWORKS@ TELUS.NET  
GST #138591037

**Quotation #280917.**

Sept. 28th, 2017.

**Andrew Ireson (1 250-650-5506)**  
**Courtenay Heritage Advisory Commission,**  
**City of Courtenay,**  
**830 Cliffe Ave,**  
**Courtenay, BC**  
**V9N 2J7**

**Regarding: The restoration of the Heritage Courtenay City Hall public clock.**

| <b>Item</b>  | <b>Description</b>  | <b>Estimated cost</b> |
|--|---|-----------------------|
| <b>To perform the following restoration work, including:</b> |   |                       |
| <b>A. Preparations.</b>                                      |   |                       |
| 1.   | Travel cost, and time to & from Richmond, B. C., to attend on site at the PW depot to pick up the City Hall clock and transport to our work shop, at 676 Timberlane Road, Courtenay, and to return the clock when completed to the PW depot, will cost, |                       |
|  | \$430.00  |                       |
| 2.   | To un-crate and dismantle the clock ready for the restoration work, including removal of old lighting systems and list the required component materials,  | \$650.00              |
| <b>B. City Hall clock restoration cost.</b>                  |   |                       |
| 1.   | To clean, remove rust, and prepare the clock case for primer paint, and painting the inside of the case gloss white and power coat the metal case outside, (Colour to be confirmed), will cost,   | \$1,280.00            |
| 2.   | To prep, paint, and re-install the wooden outer frame back onto the clock, (Paint colour to be confirmed), will cost,   |                       |
|  | \$360.00  |                       |
| 3.   | To design, supply, and install a two sided LED dial back lighting system, a mounting frame, and connect to a JB inside the clock case, and including all wiring and mounting hardware, will cost,   | \$480.00              |

4. To supply and install two custom made white or ivory plastic replacement clock dial sheets, (Design to be approved by the Commission), and mounted into existing frame, will cost, \$2,100.00

**The restoration of the Heritage Courtenay City Hall clock.**

4. To supply and install one custom made industrial two-way clock motor system, model #3MDR-11, including two sets of satin black counterbalanced hands, (Style to be confirmed.), and one remote re-set control unit to stop, start, and fast forward the clock, and to connect to Client supplied and approved wiring at the clock installation site, including installing the remote control unit in a 4" X 4" deep JB, with pre-wired 110 VAT power supplied by the Client, to the JB site, will-cost \$2,954.00
5. To travel and attend on site at a later date to City Hall to connect the clock and remote control unit, will cost, \$460.00
6. Sub - \$8,714.00  
7. GST 5% on item 6, \$436.70  
8. Total of this quotation #280917, \$9,149.70  
+ \$189.00 (pilot clock option + 5% GST) = **\$9,338.70**

**Notes and an optional pilot clock.**

1. It is our intention that the existing shipping crate will be used during the transportation. The completed clock will be returned to the PW depot in the same shipping crate for storage prior to final erection. Any necessary repair and protective interior padding of the crate is included.
2. The pilot clock option would cost an extra \$180.00 to the quote if desired.
3. All old clock materials will be ID marked for proper re-assembly and all rusty hardware fasteners will be noted for replaced.
4. The clock case will be weatherproofed with appropriate materials to prevent future interior water damage.
5. The remote control unit location is to be confirmed. The electrical clock control and lighting wiring from this site to the clock is not included in this quotation. The Client's pre-wiring information and a wiring diagram will be supplied on conformation of the project.
6. The clock motor, remote control, and LED lighting systems are guaranteed five years. A warrantee certificate will be supplied by Landmark.
7. Personal expenses will not be charged on this project due to the kindness of lodging at a former neighbours home.

Yours truly,  
**Landmark Clocks International**

A handwritten signature in black ink, appearing to read "R. Saunders". The signature is written in a cursive style with a large initial "R".

rs.lci. Courtenay clock quote #280917.

LANDMARK CLOCKS INT.  
Unit #112, 5910 No. 6 Road,  
Richmond, B. C. V6V 1Z1

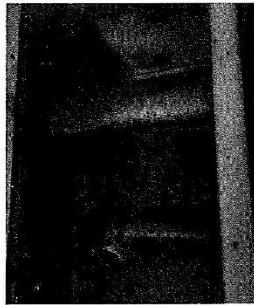
### The Civic Theatre Clock

Sept 28th, 2017.

Andrew Ireson (1 250 650 5506)  
Courtenay Heritage Commission,  
City of Courtenay,  
830 Cliff Ave.,  
Courtenay, B. C. V9N 2J7

A report on the condition of the Courtenay Civic Theatre public clock.

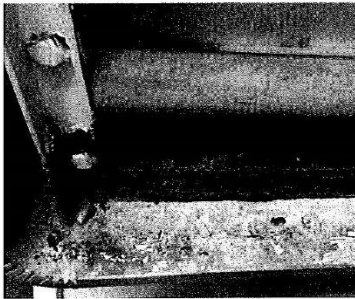
Page 1.



#### The clock support framework.

The 1/4" X 6" wall mounting u-channel on one side of the case is in good condition. The clock was hung by bolting this u-channel directly onto the Civic Theatre wall. Two 2" steel tubes that are welded to this u-channel, support the clock framework and is secured by u-clamps that are also in good condition, except for one length of angle strip at the bottom of the case.

A 1" steel conduit is in place for the electrical supply connection for the clock motor and dial lighting system.



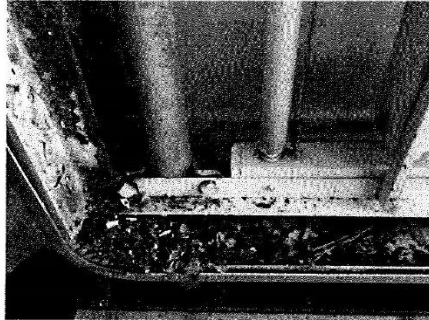
#### Interior clock frame.

The interior 1" X 1" angle frame at the base of the clock case is rusty and was sitting in water over many years. This angle frame may need replacing and is included in the quotation. If it proves to be sound, \$85.00 will be deducted from the project value.

Small water drain holes in the base are recommended for all enclosed sign cases of the type. The interior of the aluminum case was not damaged and only requires cleaning and re-painting.

Page 2.

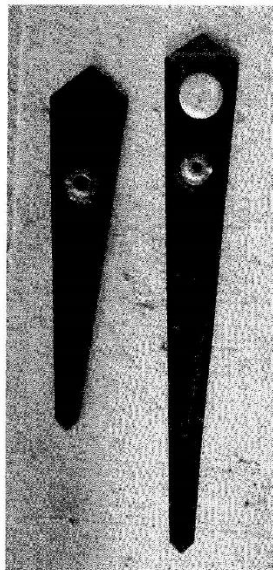
**Civic Theatre clock report.**



**Condition of the case envelope.**

After careful inspection of the outer clock case it is in reasonable and re-useable. The heavy folded aluminum sheet metal case shell will need stripping and prep work to remove the old paint. Some areas of interior have corrosion and will need sanding and primer paint prior to re-painting in high gloss white. The exterior case shell and frame can be re-painted to suit the new theatre building decor. Weatherproofing the case will be needed.

**The original clock hands.**



The current hands will not fit the new motor hand drive shafts. Two duplicate sets of hands can be custom made if the old dials are used and the original hand style is desired. Other sample hand styles at right.



**SAMPLE CLOCK HANDS**

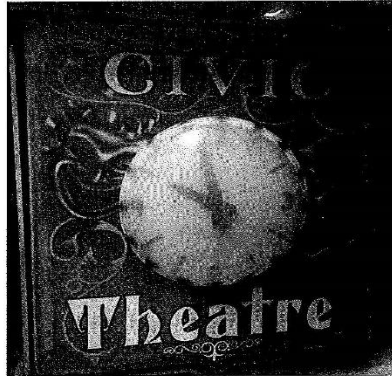
All hands are counter balanced and reinforced to withstand wind loads and are finished in satin black baked enamel

- Style #01
- #02
- #03
- #04
- #05
- #06
- #07
- #08
- #09
- #10



Page 3.

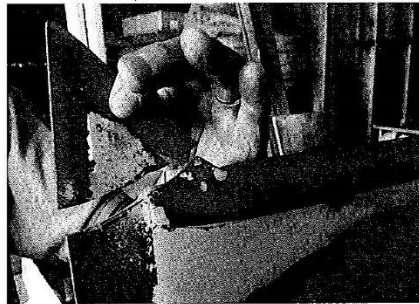
### Civic Theatre clock dials.



#### Dial sheet condition.

The two moulded plastic dial sheets will need replacing due to the extent of the deterioration and damage. The painted artwork on the back of these two sheets are peeling off. This air brushed artwork will be difficult to duplicate and costly, and is not recommended. The centre domes that cover the clock faces have become milky, not very readable and are part of the moulded plastic sign dial sheets.

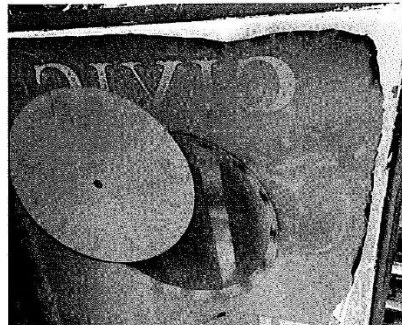
This dial material was heat-moulded to form the rounded edges and the clock dial dome. This style of custom moulded plastic cannot be replaced without creating a new costly mould unit to form the original shape.



#### Old dial sheet damage.

One of the two dial sheets has a point broken off. A flat replacement plastic dial sheet material is recommended and can be custom cut to fit the case shape.

Optional detailed laser cut plastic artwork and lettering can be fused onto the outside surface of the dial sheets and would be weatherproof. The LED back lighting will create this artwork to glow in the dark with the clock dial faces in the centre area.



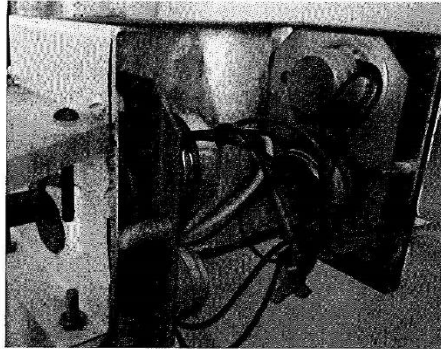
#### Clock dial options.

The two original 25-inch white clock dial discs can be re-used and fixed onto the outside of the new dial sheet material and will not compromise the weatherproofing of the clock.

Other sample options for dial indexing are available where the numbers and hour markers are placed directly onto the outside the new dial sheets. It will be difficult to duplicate the original air brushed reversed painted artwork. This old painting technique will not last due to temperature changes, moisture variations and the expansion of the plastic dial sheet on hot and cold days.

page 4.

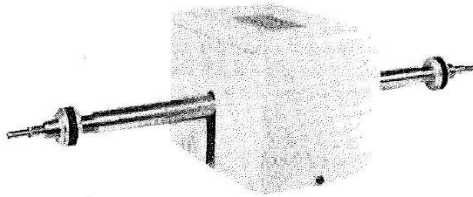
**Civic Theatre clock report.**



**The old Civic Theatre clock motors.**

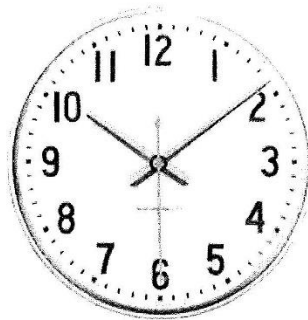
The Civic Theatre clock motor system is the same as the City Hall clock and is out dated. Restoring this old system is not recommended.

The new double-ended clock movement is mounted by bolting the drive shafts directly onto the two exterior dial sheets with the old whits dials on the outside.



**A new Civic Theatre clock motor.**

This industrial quality direct drive movement would be the same as the City Hall clock and will feature a synchronous capacitor motor, which develops plenty of torque for two-way clock installations. The two shaft lengths are custom made to suit the dial-to-dial dimension. (To be confirmed by LCI.) The remote reset control will stop, start, and fast forward the hands at 10-times normal speed.



**A pilot clock option.**

A pilot clock may be located next to the clock remote re-set control as an option. This clock will show the same time as the Civic Theatre clock and will move fast forward at the same rate when the switch is placed in the re-set function. They are available from 10" to 15" in diameter.



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EMAIL: TIMEWORKS@TELUS.NET  
GST #138591037

**Quotation #290917.**

Sept. 29th, 2017.

**Andrew Ireson (1 250-650-5506)**  
**Courtenay Heritage Advisory Commission,**  
**City of Courtenay,**  
**830 Cliffe Ave,**  
**Courtenay, BC , V9N 2J7**

**Regarding: The restoration of the Heritage Civic Theatre public clock.**

| <b>Item</b> | <b>Description</b> | <b>Estimated cost</b> |
|-------------|--------------------|-----------------------|
|-------------|--------------------|-----------------------|

**To perform the following restoration work, including:**

**A. Preparations.**

1. Travel cost, and time to & from Richmond, B. C., to attend on site at the PW depot to pick up the Civic Theatre clock transport to our work shop at 676 Timberlane Rd, Courtenay, and return the competed clock back to the PW depot, will cost \$480.00
2. To un-crate and dismantle the clock ready for the restoration work, including removal of old lighting systems and list the required component materials, \$650.00

**B. Civic Theatre clock restoration cost.**

1. To clean, remove rust, and prepare the clock case for primer paint, and painting the inside of the case gloss white and powder coat the metal case outside, (Colour to be confirmed), will cost, \$1,480.00
2. To design, supply, and install a two sided LED dial back lighting system and connect to a JB inside the clock case, including all clock case interior wiring and mounting hardware, will cost, \$480.00
3. To supply and install two custom made clear plastic replacement dial sheets, and reverse painted artwork to duplicate the original look, and with two original 25" dials applied onto the outside of the replacement outer sheets, (Design to be approved by the Commission), and all mounted into existing case frame, will cost, \$3,800.00

|  |                           |
|--|---------------------------|
| 4. To supply one custom made industrial two-way clock motor model #3MDR-11, bolted to the outer dial sheet, including two sets of satin black counterbalanced weatherproof hands, (style to be confirmed), and installed onto the two clock dial sheets, and one remote control unit, on site connection to Client supplied 110VAT power, will cost, | \$2,954.00                |
| 5. The 10" pilot clock option, is recommended, and will cost,  | \$180.00                  |
| 5. To travel and attend at a later date at City Hall to connect the clock, pilot clock and remote control to approved wiring in place, will cost,  | \$460.00                  |
| 6. Sub-total of items 1 to 6,  | \$10,484.00               |
| 7. GST @ 5% on item 7,   | \$524.20                  |
| <b>9. Total of this quotation #290917,</b>   | <b><u>\$11,008.20</u></b> |

**Notes, warrantee and terms.**

1. It is our intention that the existing shipping crate will be used during the transportation. The completed clock will be returned to the PW depot in the same shipping crate for storage prior to final erection. Any necessary repair and protective interior padding of the crate is included.
2. All old clock materials will be ID marked for proper re-assembly and all rusty hardware fasteners will be noted for replacement.
3. The clock case and dial sheets will be weatherproofed with appropriate materials to prevent future interior water damage.
4. The three clock control #14 wires and the two #14 lighting wires from the remote control location in the building, (To be confirmed), are not included in this quotation. Client's pre-wiring information and a wiring diagram will be supplied on conformation of the project.
5. The clock and pilot clock motors, remote control, LED system are warranted five years, with a warrantee certificate supplied by Landmark on the completion of the project.
6. Personal expenses will not be charged on this project due to the kindness of lodging at a former neighbours home.
7. Both this quote #290917 and the City Hall clock quote #280917 will stand until Dec.1st 2018.
8. The two Civic Theatre clock dial sheets with back painting on clear plastic, as original, is not covered in the warrantee.
9. Both quotes include all taxes and duties for the materials supplied.
10. A 50% deposit is required for the custom made materials.

Awaiting confirmation and input from the Courtenay Heritage Commission, I remain,

Yours truly,

**Landmark Clocks International**



rs.lci. Civic Theatre clock quote R. #290917.

## **8. CONSIDERATIONS FOR THE FUTURE OF THE CLOCKS**

The two clocks have been carefully stored for approximately the last 20 years with the consideration that they could be re-erected as an important part of Courtenay's heritage.

The Courtenay Heritage Advisory Commission (CHAC) has taken the view that if they are to be re-erected the clocks must be in good working and aesthetic condition. The two quotations above reflect that aspiration.

The current assumption is that the clocks would be placed on the buildings they previously represented. The City Hall clock on City Hall on Cliffe Avenue. The Civic Theatre clock on the Sid Williams Theatre on Cliffe Avenue. The 'CIVIC Theatre' words on the clock dial being altered to 'SID WILLIAMS Theatre'.

At this stage CHAC would recommend that City Council consider whether the cost of refurbishing the clocks (or one clock) is an acceptable expenditure.

If the City Council agree that it is acceptable then the further costs of erection and positioning / attaching the clocks to the buildings would be investigated by the City. CHAC will assist as required by the City.





THE CORPORATION OF THE CITY OF COURTENAY

## STAFF REPORT

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**To:** Council

**File No.:** 3150-01

**From:** Chief Administrative Officer

**Date:** November 19, 2018

**Subject:** Development Cost Charge Reserve Fund Expenditure Bylaw 2945 and Council Policy on DCC Credits and Refunds

---

### PURPOSE:

The purpose of Development Cost Charge Reserve Fund Expenditure Bylaw 2945 is to authorize the expenditure of Development Cost Charge (DCC) reserves and enter into Development Cost Charge Frontender and Municipal Share Agreements to reimburse developers who have constructed all or part of a DCC project as part of their development works.

### CAO RECOMMENDATIONS:

That based on the November 19, 2018 staff report, “Development Cost Charge Reserve Fund Expenditure Bylaw 2945 and Council Policy on DCC Credits and Refunds”, Council proceed to first, second and third readings of Bylaw 2945 and adopt the DCC Credits and Refunds Policy as outlined in Attachment 1.

Respectfully submitted,

David Allen, BES, CLGEM, SCLGM  
Chief Administrative Officer

### BACKGROUND:

Development Cost Charges are funds collected by local government to assist in paying the capital cost of installing capital improvements necessary to service the needs of growth. DCCs are established by bylaw and are based on a list of infrastructure projects (DCC projects) determined by the local government to be attributable to new development. DCC funds are collected from developers at the time of subdivision or building permit approval. For background information on DCCs generally please see the Development Cost Charges Guide for Elected Officials at the following link <http://www.toolkit.bc.ca/resource/development-cost-charge-elected-officials>.

Under some development circumstances a land developer may be required to construct a DCC project to facilitate the development of their land. In these instances the local government has some discretion with respect to “DCC credits” or “DCC refunds” to reimburse the developer for those costs.

Section 566(3) of the *Local Government Act* requires that payments related to the construction of DCC projects must be authorized by bylaw.

**DISCUSSION:**

With the recent increased pace of development in Courtenay there have been a few developments in the Arden Road corridor that have constructed DCC projects beyond the scope of typical frontage upgrades required pursuant to the City's subdivision regulations. The two projects are a water main upgrade, referenced in the DCC bylaw as project W9703, and a Sanitary Sewer Trunk main referenced as Arden South Trunk.

The table below outlines the DCC project and development, the 2014 estimated cost of completing the project, the developers cost of construction for a portion of the overall project, any DCC credits previously provided to the developer, the DCC recoverable amount to be drawn from reserve funds, and the municipal share of the cost for the "non-growth" portions of the cost.

| PROJECT                            | DCC COST ESTIMATE (2014) | COST OF CONSTRUCTION* | CREDITS PROVIDED | DCC RECOVERABLE | MUNICIPAL SHARE |
|------------------------------------|--------------------------|-----------------------|------------------|-----------------|-----------------|
| W9703(Copperfield Ridge)           | \$903,256.00             | \$142,904.11          | \$17,787.12      | \$70,737.53**   | \$72,166.58     |
| W9703(The Streams)                 | \$903,256.00             | \$37,992.22           | \$0.00           | \$18,806.14     | \$19,186.08     |
| W9703(Austyn Heights)              | \$903,256.00             | \$105,105.87          | \$0.00           | \$52,027.40     | \$53,078.47     |
| Arden South Trunk (Austyn Heights) | \$841,050.00             | \$270,920.60          | \$0.00           | \$134,105.70    | \$136,814.90    |
| Arden South Trunk (The Streams)    | \$841,050.00             | \$43,671.00           | \$0.00           | \$21,617.14     | \$22,053.86     |

\*Cost for works completed beyond the immediate frontage of land being developed.

\*\*DCC Credits of \$17,787.12 was previously provided to developer. Amount owing is \$52,950.11

In the past the City has utilized various methods to collect, credit and rebate DCCs to developers. In an effort to add clarity and consistency to the process, staff with the assistance of the City's solicitor, have prepared a "DCC Credits and Refunds" Policy for Council's consideration.

In general terms to be eligible for rebates, the policy requires developers to enter into municipal share and frontender agreements with the City in advance of constructing the projects. The policy makes clear that these agreements are discretionary and the City may decide not to enter into them for various reasons including the lack of funds to pay for the works or that the DCC project is premature in the context of the City's budget and asset management program.

Following the completion of the sewer, water, transportation and parks master plans the City will update the DCC bylaw to align DCC projects with the City's asset management program. This will greatly assist in the administration of the DCC bylaw, the budgetary forecasting of various projects, and the repayment timelines for any municipal share and/or frontender agreements that may be entered into. Preliminary work on this update has started and is anticipated to be completed in 2019.



**FINANCIAL IMPLICATIONS:**

The water DCC reserve fund has an approximate balance of \$669,718. Following reimbursement of the \$123,783.95 for water project W9703 there will remain approximately \$545,934.

The sanitary sewer DCC reserve has an approximate balance of \$806,312. Following reimbursement of the \$155,722.84 for the Arden South Trunk project there will remain approximately \$650,589.

The above reference to the reserve balances are approximate as they change regularly based on the approval of subdivisions or issuance of building permits. The city collects water and sanitary sewer DCCs at the following rates.

|                           | Collection basis                       | Water      | Sanitary Sewer |
|---------------------------|--|------------|----------------|
| Single Family Residential | Per lot or per dwelling unit           | \$456.08   | \$1,427.30     |
| Multi-Family Residential  | Per m <sup>2</sup> of total floor area | \$3.22     | \$10.08        |
| Commercial                | Per m <sup>2</sup> of total floor area | \$1.19     | \$3.71         |
| Institutional             | Per m <sup>2</sup> of total floor area | \$1.19     | \$3.71         |
| Congregate Care           | Per m <sup>2</sup> of total floor area | \$1.61     | \$5.04         |
| Industrial                | Per hectare                            | \$7,625.05 | \$23,862.45    |

With regard to the municipal share agreements authorized by Bylaw 2945, the total municipal responsibility for these projects is \$303,300. In anticipation of these agreements, \$342,300 was included in the 2018 budget.

**Overall there are sufficient DCC reserve funds and municipal budget to enter into the DCC frontender and municipal share agreements authorized by Bylaw 2945.**

**ADMINISTRATIVE IMPLICATIONS:**

Staff have spent approximately 20 hours reviewing documentation and preparing this report and bylaw.

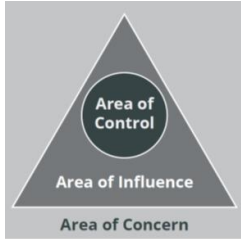
**ASSET MANAGEMENT IMPLICATIONS:**

As a result of subdivision and construction of the off-site works including DCC projects W9703 and Arden South Trunk, the City inherits new infrastructure assets. These assets will be incorporated into the City’s asset registers and become part of the City’s overall Operating and Maintenance program for these asset classes. Future repair and replacement costs of these assets will be borne by the taxpayer as part of the City’s Corporate Asset Management Program.

**STRATEGIC PRIORITIES REFERENCE:**

**We focus on organizational and governance excellence**

● We support meeting the fundamental corporate and statutory obligations



- **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:**

Citizen/Public Engagement is not required for the expenditure of DCC funds.

**OPTIONS:**

OPTION 1: Council proceed to first, second and third readings of Bylaw 2945 and adopt the DCC Credits and Refunds Policy as outlined in Attachment 1. **(Recommended)**

OPTION 2: Council defer consideration of Bylaw 2945 and the DCC Credits and Refunds Policy pending receipt of additional information.

OPTION 3: That Council not proceed with Bylaw 2945 and the DCC Credits and Refunds Policy.

Prepared by:

A handwritten signature in black ink, appearing to be "Ian Buck".

---

Ian Buck, MCIP, RPP  
Director of Development Services

Attachments:

1. DCC Credits and Refunds Policy

**Attachment No.1 – DCC Credits and Refunds Policy**

|  |  |                            |
|--|--|----------------------------|
| <b>City of Courtenay Policy</b>              |  | <b>Page 1 of 2</b>         |
| <b>Section 13 - Planning and Development</b> |  | <b>Policy # 3150.00.03</b> |
| <b>Subject: DCC Credits and Refunds</b>      |  | <b>Revision # 1</b>        |

**Development Cost Charge Credits and Refund**

The City of Courtenay is a public authority governed by a number of provincial statutes and regulations. Accordingly, the City is not in a position to automatically pay a developer for construction and installation of offsite works and services where the developer believes the City is liable for a portion of designated development cost charge (DCC) works. The City must act strictly in accordance with applicable laws and is subject to audit and public scrutiny and accountability.

**Municipal Share Agreements**

If a developer proposes to seek payment from the City for construction of works where the developer believes the City is liable for a portion of the DCC works, the developer must notify the City, in advance of commencing the construction, as to the nature of the works, the proposed cost and the proposed City portion. The City may require the developer to enter into a municipal share agreement for the works and for the proposed payment, and the agreement must be approved by a City bylaw, failing which the City will refuse payment. In any event, the City will not pay the developer immediately but will pay the developer in instalments over time in accordance with the agreement, with interest equal to interest earned inside a DCC statutory reserve.

In order to be eligible for payment of the municipal share of the works under a municipal share agreement, three conditions must first be satisfied:

- (a) the Approving Officer stipulates in writing, in response to a subdivision application presented to the Approving Officer, that the Developer must construct and install one or more DCC Construction Works in connection with the approval of a subdivision application, and
- (b) the Developer registers the subdivision application at the Land Title Office, and
- (c) the Developer enters into a development and subdivision servicing agreement for completion of DCC Construction Work, where the cost of the work is fair market value.

The City may decide not to enter into a municipal share agreement for various reasons, including that the development is premature in the context of the City’s budget and asset management program, the works require a public procurement under applicable procurement laws or the City determines that the funds would not be available to satisfy an agreement.

**City of Courtenay Policy** **Page 2 of 2**

|  |                            |
|--|----------------------------|
| <b>Section 13 - Planning and Development</b> | <b>Policy # 3150.00.03</b> |
| <b>Subject: DCC Credits and Refunds</b>      | <b>Revision # 1</b>        |

**DCC Frontender Agreements**

If a developer proposes to seek a credit or refund for DCCs by virtue of constructing DCC designated works, the developer must notify the City, in advance of commencing the construction, as to the nature of the works and the proposed cost. The City may require the developer to enter into a DCC Frontender agreement governing the calculation of the credit or the amount and payment timing for refunds.

The City may decide not to enter into a DCC Frontender Agreement for various reasons, including that the development is premature in the context of the City’s budget and asset management program or the works require a public procurement under applicable procurement laws. Before entering the agreement, the City must determine reasonably when the funds would be available from DCC reserves to satisfy the agreement.

**Latecomer Arrangements**

Under BC laws, latecomer arrangements are not available for DCC designated works. Similarly, DCCs cannot be paid for latecomer works.

Without fettering the discretion of Council to enter into a Municipal Share Agreement or a DCC Frontender Agreement the City will only consider entering into such agreements for works that occur beyond the immediate frontage of the land being developed. For DCC works that are constructed along the frontage of the land being developed the City will deduct the cost of the service from the class of DCC that is applicable to the works.



THE CORPORATION OF THE CITY OF COURTENAY

## STAFF REPORT

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**To:** Council  
**From:** Chief Administrative Officer  
**Subject:** Audit Service Plan for Year Ending December 31, 2018

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**File No.:** 1680-01  
**Date:** November 19, 2018

### PURPOSE:

The purpose of this report is to obtain Council approval of the Audit Service Plan for the year ending December 31, 2018 as prepared by the firm of Meyers Norris Penny (MNP).

### POLICY ANALYSIS:

Section 169 of the *Community Charter*, requires Council to appoint an auditor to conduct the annual municipal audit. To-date, MNP has been providing this service for the City. Canadian Auditing Standards 260 (CAS 260) 'communication with those charged with governance' is the current standard for auditing in Canada and requires the Auditors to communicate the following with Council:

- a) The audit and non-audit services the auditor is providing to the City and its related entities;
- b) The level of responsibility assumed by the auditor under generally accepted auditing standards; and,
- c) A summary of the audit approach.

### EXECUTIVE SUMMARY:

The City's appointed auditors, Meyers Norris Penny (MNP) have now prepared and submitted the Audit Service plan for the year ending December 31, 2018. Communicating this plan to Council is a requirement under Canadian Auditing Standards 260.

### CAO RECOMMENDATIONS:

That based on the November 19th, 2018 staff report "Audit Service Plan for Year Ending December 31, 2018", Council approve Option 1 to receive the Audit Service Plan for the year ending December 31, 2018.

Respectfully submitted,

David Allen, BES, CLGEM, SCLGM  
Chief Administrative Officer

**BACKGROUND:**

The Canadian Auditing Standards 260 (CAS260) ‘communication with those charged with governance’ as set by CPA Canada requires the appointment of auditors and the preparation and communication of the annual Audit Service Plan to Council.

**DISCUSSION:**

The City’s appointed auditors, Meyers Norris Penny, have prepared and submitted this year’s Audit Service plan following auditing standards as set in CAS Standard 260.

The plan documents the overall approach and the general arrangements for the conduct of the 2018 audit. Its intent is to assist Council in understanding both the scope of, and the approach to, the audit work, and to have MNP report to Council on the results of their 2018 audit sometime in May 2019.

**FINANCIAL IMPLICATIONS:**

For 2018, the estimated audit fees are \$32,550, which are equal to the 2017 audit fees. Details of the audit fees are on page 3 of the attached Audit Service Plan.

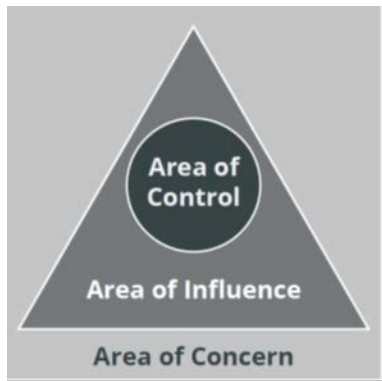
**ADMINISTRATIVE IMPLICATIONS:**

Preparation of the City’s yearend documents, drafting of the 2018 financial statements and coordinating the annual municipal audit are significant statutory tasks for the Finance Department. The auditors will be commencing preliminary on-site audit work in early December 2018 with the goal of finalizing audit work in mid-April 2019.

**STRATEGIC PRIORITIES REFERENCE:**

**We focus on organizational and governance excellence**

- We support meeting the fundamental corporate and statutory obligations



- **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:**

2.1 Vision Statements:  
“Committed to continued Excellence”  
“Balance and ability to lead growth and provision of services”

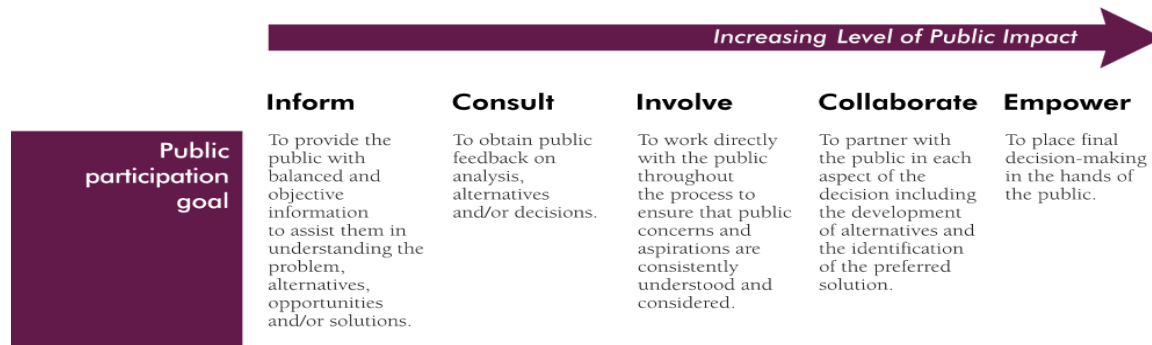
**REGIONAL GROWTH STRATEGY REFERENCE:**

The City is a signatory to the Comox Valley Regional Growth Strategy, which identifies the Valley as a growing region. Maintaining a sound financial position identifies the City of Courtenay as an integral alternative to any regional growth strategies in the Comox Valley.

**CITIZEN/PUBLIC ENGAGEMENT:**

Staff will **inform** through adoption of policy based on the IAP2 Spectrum of Public Participation:

[http://c.ymcdn.com/sites/www.iap2.org/resource/resmgr/imported/IAP2%20Spectrum\\_vertical.pdf](http://c.ymcdn.com/sites/www.iap2.org/resource/resmgr/imported/IAP2%20Spectrum_vertical.pdf)



**OPTIONS:**

**Option 1:** That Council approve proceeding with the 2018 Audit Service Plan for the year ending December 31, 2018 as prepared by MNP. (**RECOMMENDED**)

**Option 2:** That Council not approve the 2018 Audit Service Plan.

Prepared by:

Jennifer Nelson, CPA, CGA  
Acting Director of Financial Services

Attachment:

1. MNP – the Corporation of the City of Courtenay, Audit Service Plan, for the year ending December 31, 2018

**City of Courtenay**  
**Audit Service Plan**  
*Year Ending December 31, 2018*  
For presentation to the Mayor and Council



October 31, 2018

Members of the Mayor and Council of the City of Courtenay

Dear Mayor and Council:

We are pleased to present our Audit Service Plan for the City of Courtenay (the "City"). In this plan we describe MNP's audit approach, our engagement team, the scope of our audit and a timeline of anticipated deliverables. We are providing this Audit Service Plan to the Mayor and Council on a confidential basis. It is intended solely for the use of the Mayor and Council and is not intended for any other purpose. Accordingly, we disclaim any responsibility to any other party who may rely on this report.

Our engagement will include an audit of the City's consolidated financial statements for the year ended December 31, 2018, prepared in accordance with Canadian public sector accounting standards. Our audit will be conducted in accordance with Canadian generally accepted auditing standards.

At MNP, our objective is to perform an efficient, high quality audit which focuses on those areas that are considered higher risk. We adhere to the highest level of integrity and professionalism. We are dedicated to maintaining open channels of communication throughout this engagement and will work with management to coordinate the effective performance of the engagement. Our goal is to exceed the Mayor and Council's expectations and ensure you receive outstanding service.

Our Engagement Letter has also been included as a separate document with this report. Our Engagement Letter is the formal written agreement of the terms of our audit engagement as negotiated with management and outlines our responsibilities under Canadian generally accepted auditing standards.

We look forward to discussing our audit service plan with you and look forward to responding to any questions you may have.

Sincerely,

A handwritten signature in black ink that reads "MNP LLP". The letters are stylized and connected.

MNP LLP

**Chartered Professional Accountants**

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## OVERVIEW

To make strategic business decisions with confidence, your stakeholders and the Mayor and Council of the City of Courtenay need relevant, reliable and independently audited financial information. But that's not all. You need an audit team that can deliver insight beyond the numbers and enhance the City of Courtenay's strategic planning and implementation processes so you can embrace new opportunities while effectively managing risk. Our senior team members have extensive knowledge of municipalities from many years of experience. Our audit strategy is risk based, and takes into account the limitations and opportunities you encounter each day, allowing our recommendations to be implemented with greater ease. Committed to your success, MNP delivers meaningful, reliable financial information to not only help you fulfill your compliance obligations, but also to achieve your key strategic goals.

Our Audit Service Plan outlines the strategy we will follow to provide the City of Courtenay's Mayor and Council with our Independent Auditors' Report on the December 31, 2018 financial statements.

## TOPICS FOR DISCUSSION

We are committed to providing superior client service by maintaining effective two-way communication.

Topics for discussion include, but are not limited to:

- Changes to your business operations and developments in the financial reporting and regulatory environment
- Business plans and strategies
- The management oversight process
- Fraud:
  - How could it occur?
  - Risk of fraud and misstatement?
  - Actual, suspected or alleged fraud?
- Your specific needs and expectations
- Audit Service Plan
- Any other issues and/or concerns

## KEY CHANGES AND DEVELOPMENTS

Based on our knowledge of the City and our discussions with management, we have noted the recent developments set out below. Our audit strategy has been developed giving consideration to these factors.

| Issues and Developments           | Summary   |
|-----------------------------------|---|
| <b>New reporting developments</b> | PS 2200 Related Party Disclosures (New)<br>PS 3210 Assets (New)<br>PS 3320 Contingent Assets (New)<br>PS 3380 Contractual Rights (New)<br>PS 3420 Inter-entity Transactions (New)<br>PS 3430 Restructuring Transactions (New) |
| <b>New assurance developments</b> | New and Revised Auditor Reporting Standards   |

Detailed information on Key Changes and Developments are included as Appendix A.

## **MNP'S AUDIT PROCESS**

MNP's audit methodology, "The MAP", is a risk based audit approach that is divided into four separate stages: Pre-planning, Planning and Risk Assessment, Risk Response and Completion and Reporting. Our audit process focuses on significant risks identified during the pre-planning and planning and risk assessment stage, ensuring that audit procedures are tailored to your specific circumstances and appropriately address those risks.

The Mayor and Council is responsible for approval of the consolidated financial statements and City policies, and for monitoring management's performance. The Mayor and Council should consider the potential for management override of controls or other inappropriate influences, such as earnings management, over the financial reporting process. The Mayor and Council, together with management, is also responsible for the integrity of the accounting and financial reporting systems, including controls to prevent and detect fraud and misstatement, and to monitor compliance with relevant laws and regulations.

Effective discharge of these respective responsibilities is directed toward a common duty to provide appropriate and adequate financial accountability, and quality financial disclosure.

More detailed discussion about MNP's audit process is provided in Appendix B.

## **AUDIT MATERIALITY**

Materiality is an important audit concept. It is used to assess the significance of misstatements or omissions that are identified during the audit and is used to determine the level of audit testing that is carried out. Specifically, a misstatement or the aggregate of all misstatements in consolidated financial statements as a whole (and, if applicable, for particular classes of transactions, account balances or disclosures) is considered to be material if it is probable that the decision of the party relying on the consolidated financial statements, who has reasonable understanding of business and economic activities, will be changed or influenced by such a misstatement or the aggregate of all misstatements.

The scope of our audit work is tailored to reflect the relative size of operations of the City and our assessment of the potential for material misstatements in the City's consolidated financial statements as a whole (and, if applicable, for particular classes of transactions, account balances or disclosures). In determining the scope, we emphasize relative audit risk and materiality, and consider a number of factors, including:

- The size, complexity, and growth of the City
- Changes within the organization, management or accounting systems
- Concerns expressed by management

Judgment is applied separately to the determination of materiality in the audit of each set of consolidated financial statements (and, if applicable, for particular classes of transactions, account balances or disclosures) and is affected by our perception of the financial information needs of users of the financial statements.

We propose to use \$1,800,000 as overall materiality for audit planning purposes.

## **TIMING OF THE AUDIT**

Based on the audit planning performed and areas of audit risks identified, the following timelines for key deliverables have been discussed and agreed upon with management:

| KEY DELIVERABLE  | EXPECTED DATE  |
|--|----------------|
| Delivery of December 31, 2018 Audit Service Plan to the Mayor and Council        | November 2018  |
| Interim procedures   | December 2018  |
| Year-end fieldwork procedures  | March 2019     |
| Draft year-end consolidated financial statements to be discussed with management | March 2019     |
| Presentation of December 31, 2018 Audit Findings Report to the Mayor and Council | April 2019     |
| Issuance of Independent Auditors' Report   | April 30, 2019 |

## AUDIT TEAM

In order to ensure effective communication between the Mayor and Council and MNP, we outline below the key members of our audit team that will be responsible for the audit of the City of Courtenay and the role they will play:

| NAME                      | POSITION           |
|---------------------------|--------------------|
| Cory Vanderhorst, CPA, CA | Engagement Partner |
| Debbie Bass, CPA, CA      | Concurring Partner |
| James Kungel, CPA, CA     | Tax Partner        |
| Janna Olynyk, CPA, CA     | Manager            |
| Julia Picciuto            | Audit Senior       |

In order to serve you better and meet our professional responsibilities, we may find it necessary to expand our audit team to include other MNP professionals whose consultation will assist us to evaluate and resolve complex, difficult and/or contentious matters identified during the course of our audit. Additionally, reliance on specialists including actuaries may be necessary in order to obtain appropriate audit evidence. Any changes to the audit team will be discussed with you to ensure a seamless process and that all concerned parties' needs are met.

## FEES AND ASSUMPTIONS

Our audit fees for the year ended December 31, 2018 are estimated to be the following, exclusive of applicable taxes:

|                     | DECEMBER 31, 2018<br>ESTIMATE | DECEMBER 31, 2017<br>ACTUAL |
|---------------------|-------------------------------|-----------------------------|
| Base fee            | 31,000                        | 31,000                      |
| Administrative - 5% | 1,550                         | 1,550                       |
| <b>Total</b>        | <b>32,550</b>                 | <b>32,550</b>               |

Our audit fees are based on our estimated audit hours which consider our expectations of required work and our knowledge of the City.

If any significant issues arise during the course of our audit work which indicate a possibility of increased procedures or a change in the audit timetable, these will be discussed with management by the engagement partner so a mutually agreeable solution can be reached.

Pursuant to our billing policy, we will issue interim bills as follows:

- a) On delivery of the audit service plan 50% of the estimated fee;
- b) At the start of year-end field work, 25% of the estimated fee;
- c) Upon the delivery of the final consolidated financial statements and independent auditors' report, 25% of the estimated fee.

## AUDITOR INDEPENDENCE

An essential aspect of all our services to the City is an independent viewpoint, which recognizes that our responsibilities are to the Mayor and Council. While the concept of independence demands a questioning and objective attitude in conducting our audit, it also requires the absence of financial or other interests in the City. In accordance with our firm's policy, and the Rules of Professional Conduct, which govern our profession, neither MNP nor any of its team members assigned to the engagement or any of its partners, are permitted to have any involvement in or relationship with the City that would impair independence or give that appearance. As auditors, we subscribe to the highest standards and are required to discuss the auditors' independence with the Mayor and Council on an annual basis. Under the standard an auditor shall:

- Disclose to the Mayor and Council in writing, all relationships between the auditor and the City that in the auditors' professional judgment may reasonably be thought to bear on our independence;
- Confirm in writing that, in its professional judgment, MNP is independent within the meaning of the Rules of Professional Conduct of the Institute of Chartered Professional Accountants of British Columbia; and,
- Discuss the auditors' independence with the Mayor and Council.

Our draft Independence Communication to the Mayor and Council discussing our independence, the general form and content of which we expect to provide to the Mayor and Council upon the conclusion of our audit, is attached to this report.

During the course of the audit, we will communicate any significant new matters that come to our attention that, in our professional judgment, may reasonably be thought to bear on our independence. At the completion of our audit, we will reconfirm our independence.

We look forward to discussing with you the matters addressed above. We will be prepared to answer any questions you may have regarding our independence, as well as any other matters of interest to you.

## APPENDIX A - New and Proposed Reporting Developments

### PS 2200 Related Party Disclosures (New)

In March 2015, the Public Sector Accounting Board (PSAB) issued a new standard, PS 2200 *Related Party Disclosures*.

This new Section defines a related party and established disclosures required for related party transactions. Disclosure of information about related party transactions and the relationship underlying them is required when they have occurred at a value different from that which would have been arrived at if the parties were unrelated, and they have, or could have, a material financial effect on the financial statements.

This Section is effective for fiscal years beginning on or after April 1, 2017. Early adoption is permitted.

MNP does not expect significant new disclosures to result from the adoption of this Section, due to the nature of transactions that the City undertakes. MNP expects it to be rare that a transaction with a related party would be material and outside the normal course of operations. This standard will involve some effort by the City to identify all potential related parties (using the guidance in the section).

### PS 3210 Assets (New)

In June 2015, new PS 3210 *Assets* was included in the CPA Canada Public Sector Accounting Handbook (PSA HB). The new Section provides guidance for applying the definition of assets set out in PS 1000 *Financial Statement Concepts*. The main features of this standard are as follows:

- Assets are defined as economic resources controlled by a government as a result of past transactions or events and from which future economic benefits are expected to be obtained.
- Economic resources can arise from such events as agreements, contracts, other government's legislation, the government's own legislation, and voluntary contributions.
- The public is often the beneficiary of goods and services provided by a public sector entity. Such assets benefit public sector entities as they assist in achieving the entity's primary objective of providing public goods and services.
- A public sector entity's ability to regulate an economic resource does not, in and of itself, constitute control of an asset, if the interest extends only to the regulatory use of the economic resource and does not include the ability to control access to future economic benefits.
- A public sector entity acting as a trustee on behalf of beneficiaries specified in an agreement or statute is merely administering the assets, and does not control the assets, as future economic benefits flow to the beneficiaries.
- An economic resource may meet the definition of an asset, but would not be recognized if there is no appropriate basis for measurement and a reasonable estimate cannot be made, or if another Handbook Section prohibits its recognition. Information about assets not recognized should be disclosed in the notes.

The standard is effective for fiscal years beginning on or after April 1, 2017. Earlier adoption is permitted.

MNP does not expect that adoption of this new Section will cause any significant changes to the City's financial statements.

### PS 3320 Contingent Assets (New)

In June 2015, new PS 3320 *Contingent Assets* was included in the CPA Canada Public Sector Accounting Handbook (PSA HB). The new Section establishes disclosure standards on contingent assets. The main features of this standard are as follows:

- Contingent assets are possible assets arising from existing conditions or situations involving uncertainty. That uncertainty will ultimately be resolved when one or more future events not wholly within the public sector entity's control occurs or fails to occur. Resolution of the uncertainty will confirm the existence or non-existence of an asset.
- Passing legislation that has retroactive application after the financial statement date cannot create an existing condition or situation at the financial statement date.
- Elected or public sector entity officials announcing public sector entity intentions after the financial statement date cannot create an existing condition or situation at the financial statement date.

- Disclosures should include existence, nature, and extent of contingent assets, as well as the reasons for any non-disclosure of extent, and the bases for any estimates of extent made.
- When a reasonable estimate can be made, disclosure should include a best estimate and a range of possible amounts (or a narrower range of more likely amounts), unless such a disclosure would have an adverse impact on the outcome.

The standard is effective for fiscal years beginning on or after April 1, 2017. Earlier adoption is permitted.

MNP expects that transactions of this nature would be rare.

#### **PS 3380 Contractual Rights (New)**

In June 2015, new PS 3380 *Contractual Rights* was included in the CPA Canada Public Sector Accounting Handbook (PSA HB). This new Section establishes disclosure standards on contractual rights, and does not include contractual rights to exchange assets where revenue does not arise. The main features of this standard are as follows:

- Contractual rights are rights to economic resources arising from contracts or agreements that will result in both an asset and revenue in the future.
- Until a transaction or event occurs under a contract or agreement, an entity only has a contractual right to an economic resource. Once the entity has received an asset, it no longer has a contractual right.
- Contractual rights are distinct from contingent assets as there is no uncertainty related to the existence of the contractual right.
- Disclosures should include descriptions about nature, extent, and timing.

The standard is effective for fiscal years beginning on or after April 1, 2017. Earlier adoption is permitted.

MNP expects that this standard will have minimal to no impact on the City's financial statements. Some work will be involved to review existing contracts and determine if there are any contractual rights embedded in the contracts.

#### **PS 3420 Inter-entity Transactions (New)**

In March 2015, the Public Sector Accounting Board (PSAB) issued new PS 3420 *Inter-entity Transactions*.

The new Section establishes standards on how to account for and report transactions between public sector entities that comprise a government's reporting entity from both a provider and recipient perspective. The main features of the new Section are:

- Under a policy of cost allocation, revenues and expenses are recognized on a gross basis.
- Transactions are measured at the carrying amount, except in specific circumstances.
- A recipient may choose to recognize unallocated costs for the provision of goods and services and measure them at the carrying amount, fair value or other amount dictated by policy, accountability structure or budget practice.
- The transfer of an asset or liability for nominal or no consideration is measured by the provider at the carrying amount and by the recipient at the carrying amount or fair value.
- Inter-entity transactions are considered in conjunction with PS 2200 *Related Party Disclosures*.

The standard is effective for fiscal years beginning on or after April 1, 2017. Earlier adoption is permitted.

MNP expects that a new Note or Schedule will be added to the financial statements to disclose transactions with the Sid Williams Theatre Society.

#### **PS 3430 Restructuring Transactions (New)**

In June 2015, new PS 3430 *Restructuring Transactions* was included in the CPA Canada Public Sector Accounting Handbook (PSA HB). The new Section establishes disclosure standards on contingent assets. The main features of this standard are as follows:

- A restructuring transaction is defined separately from an acquisition. The key distinction between the two is the absence of an exchange of consideration in a restructuring transaction.



- A restructuring transaction is defined as a transfer of an integrated set of assets and/or liabilities, together with related program or operating responsibilities that does not involve an exchange of consideration.
- Individual assets and liabilities transferred in a restructuring transaction are derecognized by the transferor at their carrying amount and recognized by the recipient at their carrying amount with applicable adjustments.
- The increase in net assets or net liabilities resulting from recognition and derecognition of individual assets and liabilities received from all transferors, and transferred to all recipients in a restructuring transaction, is recognized as revenue or as an expense.
- Restructuring-related costs are recognized as expenses when incurred.
- Individual assets and liabilities received in a restructuring transaction are initially classified based on the accounting policies and circumstances of the recipient at the restructuring date.
- The financial position and results of operations prior to the restructuring date are not restated.
- Disclosure of information about the transferred assets, liabilities and related operations prior to the restructuring date by the recipient is encouraged but not required.

The Section is effective for new restructuring transactions that occur in fiscal periods beginning on or after April 1, 2018. Earlier application is permitted.

MNP expects that restructuring transactions would be rare and therefore adoption of this new Section would have minimal to no impact on the City's financial statements.

### **New and Revised Auditor Reporting Standards**

In April 2017, the Auditing and Assurance Standards Board adopted the new and revised auditor reporting standards, effective for year ends ending on or after December 15, 2018. As a result of this, the independent auditor's report will be presented in a revised format. The new report provides reporting of going concern matters, as well as entity-specific reporting of other information, and provides enhanced transparency by clarifying the scope of the auditor's work as well as the roles and responsibilities of the auditor, management, and those charged with governance.

## **APPENDIX B – The Audit Process**

### **Our Plan**

Our overall audit strategy is risk-based and controls-oriented. Assessment and identification of risk is performed continuously throughout the audit process. We focus on the risks that have a potential impact on the financial accounting systems and subsequent financial reporting.

Our overall audit strategy does not, and is not intended to involve the authentication of documents, nor are our team members trained or expected to be experts in such authentication. Unless we have reason to believe otherwise, we accept records and documents as genuine. The subsequent discovery of a material misstatement resulting from fraud does not, in and of itself, indicate a failure to comply with Canadian generally accepted auditing standards.

### **Audit Procedures**

To meet our responsibilities in accordance with Canadian generally accepted auditing standards, our audit examination includes:

- Obtaining an understanding of the entity and its environment, including its controls, in order to identify and assess the risk that the consolidated financial statements contain material misstatements due to fraud or misstatement;
- Assessing the adequacy of and examining, on a test basis, the key controls over significant transaction streams and over the general organizational and computer environments;
- Assessing the systems used to ensure compliance with applicable legislative and related authorities pertaining to financial reporting, revenue raising, borrowing, and investing activities;
- Examining, on a test basis, evidence supporting the amounts and disclosures in the consolidated financial statements;
- Assessing the appropriateness and consistency of accounting principles used and their application;
- Assessing the significant estimates used by management; and,
- Assessing the entity's use of the going concern assumption in the preparation of the consolidated financial statements.

As part of our planning process, we will also undertake to inform the Mayor and Council of concerns relating to management's implementation and maintenance of controls, and the effects of any such concerns on the overall strategy and scope of the audit. These concerns might arise from the nature, extent and frequency of management's assessments of controls in place to detect fraud and misstatement, and of the risk that the consolidated financial statements may be misstated; from a failure by management to appropriately address significant deficiencies in controls identified in prior audits; and, from our evaluation of the City's control environment, and management's competence and integrity.

## **APPENDIX B – The Audit Process** *(continued from previous page)*

### **Overall Reliance**

In general, there are three levels of reliance that we can place on controls, or the absence thereof:

**Low/None** – where we cannot rely on controls because they are weak or absent, or where it is deemed to be more efficient to carry out a high level of direct substantive tests of transactions and balances. Audit evidence is primarily obtained through detailed verification procedures and sufficient substantive tests of details and transactions.

**Moderate** – where there are some deficiencies in systems application or procedural controls, or where it is deemed to be inefficient to test systems application controls, but where we can test and rely on the management monitoring systems in place to detect and correct material misstatements in the financial reporting systems. Testing of controls is supplemented with a moderate level of substantive tests of details and transactions.

**High** – where a high degree of control is in place in the areas of management monitoring controls AND systems application and procedural controls. Our audit work focuses on testing both management monitoring and systems application and procedural controls, and is supplemented with a low level of substantive tests of details and transactions.

For the December 31, 2018 audit, we are planning to place low/no reliance on the City's accounting systems. This level of reliance is consistent with the prior year, and will involve substantive tests of transactions and balances.

As part of our audit work we will update our understanding of the entity and its environment, including the controls relevant to our audit of the principal transaction cycles, sufficient to identify and assess the risks of material misstatement of the consolidated financial statements resulting from fraud or misstatement. This will be accomplished through inquiries with management and others within the entity, analytical procedures and observation and inspection. Furthermore, we will consider whether effective controls have been established to adequately respond to the risks arising from the use of IT or manual systems and test the operation of those controls to an extent sufficient to enable us to reduce our substantive work. Our review of the City's controls will not be sufficient to express an opinion as to their effectiveness or efficiency. Although we will provide the Mayor and Council with any information about significant deficiencies in internal control that have come to our attention, we may not be aware of all the significant deficiencies in internal control that do, in fact, exist.

### **Use of Specialists**

To obtain sufficient appropriate audit evidence to support our opinion, we intend to solicit the assistance of the City's Actuary. By communicating with the actuary and confirming the level of work performed by the actuary, the specialist will form part of our audit strategy in relation to employee future benefits.

We have sole responsibility for the audit opinion being expressed, and that responsibility is not reduced by our use of a specialist. We will, in accordance with Canadian generally accepted auditing standards, evaluate the competence, capabilities and objectivity of any specialists we employ to ensure their work is adequate for our purposes.

## **APPENDIX B – The Audit Process** *(continued from previous page)*

### **Inherent Limitations in the Auditing Process**

An auditor cannot obtain absolute assurance that material misstatements in the consolidated financial statements will be detected due to factors such as the use of significant judgment regarding the gathering of evidence and the drawing of conclusions based on the audit evidence acquired; the use of testing of the data underlying the consolidated financial statements; inherent limitations of controls; and, the fact that much of the audit evidence available to the auditor is persuasive, rather than conclusive in nature.

Because of the nature of fraud, including attempts at concealment through collusion and forgery, an audit designed and executed in accordance with Canadian generally accepted auditing standards may not detect a material fraud. While effective controls reduce the likelihood that misstatements will occur and remain undetected, they do not eliminate that possibility. Therefore, the auditor cannot guarantee that fraud, misstatements and non-compliance with laws and regulations, if present, will be detected when conducting an audit in accordance with Canadian generally accepted auditing standards.

The likelihood of not detecting material misstatements resulting from management fraud is greater than for employee fraud, because management is in a position to manipulate records, present fraudulent information or override controls.

We will inform the appropriate level of management or the Mayor and Council with respect to identified:

- Misstatements resulting from errors, other than clearly trivial misstatements;
- Fraud, or any information obtained that indicates that fraud may exist;
- Evidence obtained that indicates non-compliance or possible non-compliance with laws and regulations, other than that considered inconsequential;
- Significant deficiencies in the design or implementation of controls to prevent and detect fraud or misstatement; and
- Related party transactions that are not in the normal course of operations and that involve significant judgments made by management concerning measurement or disclosure.

Our concern as auditors is with material misstatements, and thus, we are not responsible for the detection of misstatements that are not material to the consolidated financial statements taken as a whole.

**CITY OF COURTENAY HERITAGE ADVISORY COMMISSION  
MINUTES**

Meeting of the City of Courtenay Heritage Advisory Commission meeting held on September 26, 2018 at 10:05 a.m. in the Council Chamber of City Hall.

**Present:**

|           |             |                  |                     |
|-----------|-------------|------------------|---------------------|
| L. Burns  | R. Dingwall | L. Grant         | J. Hagen (Chair)    |
| C. Piercy | J. Fortin   | T. Setta (staff) | L. Zervakis (staff) |

**Absent:**

|           |              |
|-----------|--------------|
| A. Ireson | D. Griffiths |
|-----------|--------------|

**1. Introduction and Opening Remarks**

**2. Addition to Agenda**

None

**3. Review and Adoption of Minutes of the June 27<sup>th</sup> Meeting**

Moved by R. Dingwall and seconded by C. Piercy that the June 27, 2018 minutes be adopted.

*Carried*

**4. Delegations**

- |                       |  |
|-----------------------|--|
| L.Zervakis<br>(staff) | <ul style="list-style-type: none"><li>• L.Zervakis presented a research project on the history of Lewis Centre and wishes to obtain interesting facts of the building from the members</li><li>• J. Hagen noted that the name changed from CRA to Lewis Centre. Reasons unknown</li><li>• R. Dingwall noted that the location is where the Lewis family residence was</li><li>• J. Hagen mentioned that the first totem pole was installed in 1927. The second totem was installed when Princess Margaret visited in 1958. The current totem was the third.</li><li>• L. Burns provided some historical facts: the building collapsed in 1916 due to snowfall; Forest fire evacuation in 1938</li><li>• C. Piercy noted there was a stage around 1984-1985</li><li>• L.Zervakis presented a booklet called "Image of the CRA" and mentioned that there may be extra copies</li><li>• The Commission requested several copies of the booklet for record</li></ul> |
|-----------------------|--|

**5. Old Business**

- |                   |  |
|-------------------|--|
| OLD CITY<br>CLOCK | <ul style="list-style-type: none"><li>• No new information</li></ul> |
| PIONEER<br>GRAVES | <ul style="list-style-type: none"><li>• Work in progress</li></ul>   |
| RESIDENTIAL       | <ul style="list-style-type: none"><li>• Work in Progress</li></ul>   |

- INVENTORY
    - R. Dingwall noted that the inventory sheet must be formatted single sided
    - T. Setta to format the inventory sheet as requested
  - HERITAGE ARCHIVE
    - L. Burns has been working on creating a list. The list is nearing completion.
    - Members appreciated his work
    - The list to be saved in City Hall Planning Department
    - Relocation of materials from City Hall to occur once the list is completed
    - T. Setta to contact the City facility management branch to develop a space plan
    - L. Burns to contact D. Griffiths and arrange a meeting
    - T. Setta to develop a complete archive list and database
  - TRAIN STATION
    - C. Piercy noted that proposed work by the Rotary is not in progress at the building
    - Books from the member's store are kept in the building. They will be displayed at St. Joseph Hospital once sorting is complete.
    - Courtenay Rotary Club had temporary use of Train Station for storing books for their sale but have now made 3 year arrangement to store and have book sale at St. Joseph's Hospital.
- Moved by J. Fortin and seconded by L. Grant that the Commission to invite the new ICF CEO to the meeting. The Chair to contact the CEO.*
- Carried***
- 40 HOUSES
    - L. Burns to finalize the location
    - T. Setta follow up with Mike Kearns and coordinate installation
    - Meeting with PWS team and the Commission may be necessary
  - CITY'S WEBSITE
    - Communication department is currently working on presentation contents
  - IN KIND HOURS
    - J. Hagen provided 8 hours
    - L. Burns provided 20+ hours

## 6. New Business

- NEXT WORKSHOP
  - October 10<sup>th</sup> at 9: 15 at the Museum
- BC HISTORICAL FEDERATION
  - The 2019 Conference will be in Courtenay/Comox
  - Date: June 7-10, 2019
- ANNUAL ERPORT
  - Presented to Council at the October 1<sup>st</sup> Council meeting
- VOLUNTEER APPRECIATION DAY
  - Scheduled on October 11<sup>th</sup> at Florence Filberg Centre
  - Members are welcome to attend

## 7. For Your Information

- R. Dingwall noted about Mission Hill Church
- L. Burns presented "April 1<sup>st</sup>" 1980 local newspaper wrote about the idea of

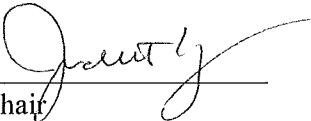
digging tunnel instead of building a new bridge

- Members are invited to attend volunteer dinner

**8. Meeting Adjournment**

Meeting Adjourned at 11: 45 a.m.

**8. Next Meeting**                    October 24, 2018

  
Chair





**THE CORPORATION OF THE CITY OF COURTENAY**

**BYLAW NO. 2945**

**A bylaw to authorize expenditures from Development Cost Charge Reserve Funds.**

WHEREAS the City of Courtenay established Development Cost Charge Reserve Fund Bylaw No. 2755 for the purpose of depositing funds collected into separate reserves for each purpose for which development cost charges are imposed;

AND WHEREAS the Council of the City of Courtenay deems it desirable to provide for the expenditure of funds from the Water and Sanitary Sewer Facilities Development Cost Charge Reserve Funds;

AND WHEREAS Section 566 of the *Local Government Act* provides that Council may, by bylaw, authorize the expenditure of funds from development cost charge reserves for the purpose of paying the capital costs of providing, constructing, altering or expanding sanitary sewer and water facilities that relate directly or indirectly to the development in respect of which the charge was collected;

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 “**Development Cost Charge Reserve Fund Expenditure Bylaw No. 2945, 2018**”.
2. Council authorizes the execution of the DCC Front-End Agreements in substantially similar form to those attached hereto as Schedule “A” by the Mayor and Director of Legislative and Corporate Services.
3. Council authorizes the execution of the Municipal Share Agreements in substantially similar form to those attached hereto as Schedule “B” by the Mayor and Director of Legislative and Corporate Services.
4. A sum of \$279,506.79 is hereby appropriated from the Development Cost Charge Reserve Funds for the purpose of applying such sum towards the cost of the following capital projects:
  - a) DCC Water Project W9703 - \$123,783.95 (water facilities development cost charge reserve fund)
  - b) Arden South Trunk Sewer - \$155,722.84 (sanitary sewer facilities development cost charge reserve fund)



## Schedule “A” – DCC Front-End Agreements

### DEVELOPMENT COST CHARGE FRONT-END AGREEMENT

**THIS AGREEMENT** dated for reference the \_\_\_ day of \_\_\_\_\_, 2018 is

BETWEEN:

**448629 BC Ltd.**  
PO Box 1336  
Comox, B.C. V9M 7Z8

(“Developer”)

AND:

**CORPORATION OF THE CITY OF COURTENAY**, a City incorporated under the *Local Government Act*, SBC 2015, Chapter 1, and having its offices at 830 Cliffe Avenue, Courtenay, B.C. V9N 2J7

(the “City”).

GIVEN THAT:

- A. the City is empowered to acquire, construct, equip, operate and maintain sewage interception, treatment and disposal facilities for providing the service of wastewater collection, treatment and disposal, potable water distribution services, storm sewer services, highway services and park services;
- B. under Section 508 of the *Local Government Act*, where a council has the responsibility of providing a service, the council may, by bylaw, under section 559 impose a development cost charge (“DCC”) that is applicable within the municipality, and the municipality, under section 559, shall collect the charge in the manner provided for by bylaw;
- C. the City adopted the “Development Cost Charges Bylaw No. 2840, 2016” for providing funds to assist the City to pay the capital cost of providing, altering or expanding the Transportation, Water, Sanitary Sewer, Drainage and Park system infrastructure to service directly or indirectly, development in respect of which the charges are imposed;
- D. section 565 of the *Local Government Act* provides that if a landowner has, with the approval of the local government, provided or paid the cost of providing a specific service, outside the boundaries of land being subdivided or developed, that is included in the calculations used to determine the amount of a development cost charge, the cost of the service must be deducted from the class of development cost charge that is applicable to the service (“DCC Credits”);

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- E. the Developer wishes to construct and install a Water Main and Sanitary Sewer Trunk, which are DCC designated projects and which will add sewer and water capacity in the South Arden area;
- F. the City and the Developer have agreed to enter into this Agreement whereby the Developer will construct and install the Water Main and Sanitary Sewer Trunk, as specified in Schedule A to this Agreement, and will receive DCC Credits from the City in respect of DCC's otherwise due and owing by the Developer, and will receive DCC rebate payments for the portion of the cost of the Water Main and Sanitary Sewer Trunk that is beyond the immediate frontage of the lands being developed and not covered by the DCC Credits;
- G. the City's Council has authorized this Agreement by bylaw;

NOW THEREFORE, in consideration of the above recitals, and in consideration of the promises exchanged below, the Parties to this Agreement agree with each other as follows:

**1. Definitions and Interpretation**

**1.1 Definitions**

In this Agreement:

- (a) **"Completion Date"** means December 31, 2018;
- (b) **"DCC"** means development cost charge;
- (c) **"DCC Bylaw"** means the Development Cost Charges Bylaw No. 2840, 2016, enacted under section 559 of the *Local Government Act*, as amended from time to time;
- (d) **"DCC Construction Works"** means the projects, to be constructed, as specified in Schedule A;
- (e) **"Lands"** means the lands legally described as:
  - Lot 1, District Lot 231, Comox District, Plan 2152, Except Part in Plans VIP68939 and VIP81437;
- (f) **"Party"** means the City or the Developer, and **"Parties"** means both the City and the Developer; and

**1.2 Interpretation**

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In this Agreement:

- (a) the headings and captions used in this Agreement are for convenience only and do not form part of this Agreement and will not be used to interpret, define or limit the scope or intent of this Agreement or any of its provisions;
- (b) The word "including" when following any general term or statement is not to be construed as limiting the general term or statement to the specific items or matters set forth or to similar terms or matters but rather as permitting it to refer to other items or matters that could reasonably fall within its scope.
- (c) a reference to a statute includes every regulation made under the statute, all amendments to the statute or to the regulation in force from time to time, and any statute or regulation that supplements or supersedes the statute or the regulation;
- (d) a word importing the masculine gender includes the feminine or neuter, a word importing the singular includes the plural, and in each case, vice versa;
- (e) a reference to an approval, authorization, consent, waiver or notice means written approval, authorization, consent, waiver or notice; and,
- (f) the provisions of the *Interpretation Act*, RSBC 1996, c. 238 shall be deemed to apply to this Agreement as though it were an enactment of the City.

### **1.3 Schedules**

The following schedules are attached to and form part of this Agreement, except that in the case of any inconsistency between a schedule and this Agreement, the provisions of this Agreement will prevail to the extent of the inconsistency:

- (a) Schedule A—DCC Construction Works

## **2. Construction of Works**

- 2.1** The Developer will construct and install the DCC Construction Works before the Completion Date.

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### **3. DCC Credits and Rebates**

- 3.1** The City will reimburse the Developer for the construction and installation of the DCC Construction Works in a lump sum payment to the Developer from the Sanitary Sewer and Water DCC reserve funds until the Developer is reimbursed in full for the cost of constructing all of the DCC Construction Works, except that:
- (a) monies will only be payable to the Developer if and to the extent that it incurs construction costs on DCC Construction Works; however, DCC Credits payable shall not exceed the amount that the Developer would have owed to the City as a DCC under the DCC Bylaw plus the remaining outstanding construction cost of the DCC Construction Works beyond the immediate frontage of the land being developed;
  - (b) monies will only be payable to the Developer to reimburse it for the cost of constructing DCC Construction Works if, and to the extent that, monies are received or held by the City further to the DCC Bylaw;
  - (c) no monies will be payable for any period beyond 5 years from the reference date of this Agreement; and
  - (d) monies payable to the Developer for the cost of constructing DCC Construction Works will be net of all credits and rebates received by the Developer in connection with the subdivision or development of the Lands.

### **4. Acknowledgements**

- 4.1** The Parties acknowledge and agree each with the other that they will always be reasonable in exercising their rights, forming their opinions and performing their duties hereunder.

### **5. No Waiver Valid Unless in Writing**

**5.1** No consent or waiver, express or implied, by a Party of any breach or default by another under this Agreement will:

- (a) be valid unless it is in writing and stated to be a consent or waiver pursuant to this section;
- (b) be relied on as a consent to or waiver of any other breach or default of the same or any other nature;
- (c) constitute a general waiver under this Agreement; or
- (d) eliminate or modify the need for a specific consent or waiver under this section in any other or subsequent instance.

### **6. Cooperation, Consultation and Dispute Resolution**

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**6.1** The Parties agree that nothing in this Agreement will affect the cooperation or consultation covenants the Parties have entered into pursuant to any other agreement. In the event of any issue arising between the Parties with respect to this Agreement, the Parties shall use their best efforts to resolve the issue through negotiation and failing negotiation, by mediation, and failing mediation, the disagreement shall be resolved by a single arbitrator appointed in accordance with the provisions of the *Commercial Arbitration Act*, RSBC 1996, c. 55. Each Party to the dispute shall pay an equal share of the mediator's or arbitrator's costs, as applicable.

**7. Assignment or Transfer of Developer's Rights**

**7.1** In the event of the assignment or transfer of the rights of the Developer voluntarily, or by operation of law, the City may pay any benefits accruing under this agreement, after notice, to such successor of the Developer as the City deems entitled to such benefits. In the event of conflicting demands being made on the City for benefits accruing under this agreement, then the City may at its option commence an action in interpleader joining any Party claiming rights under this agreement, or other Parties which the City believes to be necessary or proper, and the City shall be discharged from further liability on paying the person or persons whom the court having jurisdiction over such interpleader action shall determine, and in such action the City shall be entitled to recover its reasonable legal fees and costs, which fees and costs shall constitute a lien upon all funds accrued or accruing pursuant to this agreement.

**8. Indemnity**

**8.1** The Developer covenants not to sue the City, its administrators, successors, assigns, directors, officers, agents, employees, servants, tenants, solicitors, consultants, and anyone else for whom the City is in law liable, by any reason of or arising out of or in any way connected with any error, omission, or conduct of the City in relation to the Lane Improvements, including, without limiting the generality of the foregoing, a failure of the City to pass a resolution, enact a bylaw, enter into an agreement, impose a charge, calculate a charge correctly, or collect a charge under section 507 of the *Local Government Act*.

**9. Provisions of Agreement Severable**

**9.1** Each provision of this Agreement is intended to be severable, and accordingly:

- (a) the unenforceability or invalidity of any particular provision under any applicable law will not affect the validity of any other provision, except that if, on the reasonable construction of this Agreement as a whole, the other provision is expressly stated, or is by reasonable implication intended by the Parties, to be dependent on the validity and enforceability of the particular provision, the other

provision will be deemed also to be invalid or unenforceable;

- (b) if any provision of this Agreement is invalid or unenforceable, the balance of this Agreement will be construed and enforced as if all invalid or unenforceable provisions and all provisions so deemed to be invalid or unenforceable were not contained in this Agreement; and
- (c) if, as a result of a determination by a court of competent jurisdiction that any part of this Agreement is unenforceable or invalid, and of any application of this section 9, the basic intentions of the Parties, as evidenced by this Agreement, are entirely frustrated, the Parties will use all reasonable efforts to amend, supplement or otherwise vary this Agreement in order that it more closely conforms with their mutual intentions in entering into this Agreement.

**10. Rights and powers of City not affected**

- 10.1** Nothing contained or implied herein shall prejudice or affect the rights and powers of the City in the exercise of its function under any public or private statutes, bylaws, orders or regulations, all of which may be fully and effectively exercised as if this Agreement had not been executed and delivered.

**11. No fettering of City's discretion**

- 11.1** Nothing contained or implied in this Agreement shall fetter in any way the discretion of the City or the Council of the City. Further, nothing contained or implied in this Agreement shall derogate from the obligation of a Party under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligation in the exercise of its functions pursuant to the *Community Charter* or the *Local Government Act*, as amended or replaced from time to time, or act to fetter or otherwise affect the City's discretion, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Property as if this Agreement had not been executed and delivered by each Party and the City.

**12. Parties have legal capacity and power**

- 12.1** Each Party represents and warrants to each other and covenant with each other that:
- (a) they have the legal capacity and power to enter into this Agreement and comply with and perform every term and condition of this Agreement;
  - (b) all necessary corporate proceedings have been taken to authorize each party to enter

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into this Agreement and to execute and deliver this Agreement; and

(c) this Agreement has been properly executed and delivered.

**13. No partnership or joint venture**

**13.1** Nothing in this Agreement shall be interpreted as creating an agency, partnership or joint venture among or between the City and any other person.

**14. Counterparts**

**14.1** This Agreement may be executed in any number of counterparts with the same effect as if the Parties had all signed the same document and all counterparts and adopting instruments will be construed together and will constitute one and the same agreement.

**15. Miscellaneous**

**15.1** The Easements and covenants herein contained will be Easements and covenants running with the Lands but no part of the fee of the soil thereof will pass to or be vested in any Party under or by this Agreement.

**15.2** This Agreement will run with and be a burden upon the each Developer's interest in a servient tenement but no part of the fee of the soil of such Lands will pass to or be vested in any Party as transferee under or by this Agreement.

**15.3** Time is to be the essence of this Agreement.

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

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

**15.6** Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.

**15.7** No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.

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

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- 15.9** No provision of this Agreement shall be construed to create a partnership or joint venture relationship, an employer-employee relationship, a landlord-tenant, or a principal-agent relationship.
- 15.10** This Agreement may not be modified or amended except by the written agreement of the Parties.
- 15.11** This Agreement contains the entire agreement and understanding of the Parties with respect to the matters contemplated by this Agreement and supersedes all prior and contemporaneous agreements between them with respect to such matters.
- 15.12** All representations and warranties set forth in this Agreement and all provisions of this Agreement, the full performance of which is not required prior to a termination of this Agreement, shall survive any such termination and be fully enforceable thereafter.
- 15.13** Each Party shall promptly notify the other Party of any matter which is likely to continue or give rise to a violation of its obligations under this Agreement.
- 15.14** The whole agreement between the Parties is set forth in this document and no representations, warranties or conditions, express or implied, have been made other than those expressed.
- 15.15** Each section of this Agreement shall be severable. If any provision of this Agreement is held to be illegal or invalid by a Court of competent jurisdiction, the provision may be severed and the illegality or invalidity shall not affect the validity of the remainder of this Agreement.
- 15.16** This Agreement may be executed in counterpart with the same effect as if both Parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.
- 15.17** The Developer represents and warrants to the City that:
- (a) all necessary corporate actions and proceedings have been taken by the Developer to authorize its entry into and performance of this agreement;
  - (b) upon execution and delivery on behalf of the Developer, this agreement constitutes a valid and binding contractual obligation of the Developer;
  - (c) neither the execution and delivery, nor the performance, of this agreement shall breach any other agreement or obligation, or cause the Developer to be in default of any other agreement or obligation, respecting the Developer's Lands; and

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(d) the Developer has the corporate capacity and authority to enter into and perform this agreement.

**As evidence of their agreement to be bound by the terms of this Agreement, the Parties have executed this Agreement as follows:**

Dated this \_\_\_ day of \_\_\_\_\_, 2018 )  
 )  
**CITY OF COURTENAY** by its )  
authorized signatories: )  
 )  
\_\_\_\_\_)  
Mayor: )  
 )  
\_\_\_\_\_)  
Corporate Officer: )

Dated this \_\_\_ day of \_\_\_\_\_, 2018 )  
 )  
**448629 BC Ltd.** by its authorized signatories: )  
 )  
\_\_\_\_\_)  
Name: )  
 )  
\_\_\_\_\_)  
Name: )

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**SCHEDULE A**

**DCC CONSTRUCTION WORKS**

| <b>DCC PROJECT</b>       | <b>SCOPE</b>   | <b>COST ESTIMATE</b> | <b>DCC RECOVERABLE</b> |
|--------------------------|--|----------------------|------------------------|
| <b>ARDEN SOUTH TRUNK</b> | <b>ARDEN ROAD FROM END OF EXISTING SANITARY MAIN (49M UPSTREAM OF MANHOLE SMH 2-705) TO MANHOLE SMH 2-707 (334.7 METERS)</b>     | <b>\$451,663.11</b>  | <b>\$134,105.70</b>    |
| <b>W9703</b>             | <b>ARDEN ROAD FROM END OF EXISTING WATERMAIN BETWEEN MABLEY RD AND CRYSTAL DR TO THE SOUTHERN TERMINUS OF ARDEN ROAD (364.9)</b> | <b>\$191,953.96</b>  | <b>\$52,027.40</b>     |

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DEVELOPMENT COST CHARGE FRONT-END AGREEMENT

THIS AGREEMENT dated for reference the \_\_\_ day of \_\_\_\_\_, 2018 is

BETWEEN:

**Arden Projects Ltd.**  
4635A Madrona Place  
Courtenay, B.C. V9N 9E7

("Developer")

AND:

**CORPORATION OF THE CITY OF COURTENAY**, a City incorporated under the *Local Government Act*, SBC 2015, Chapter 1, and having its offices at 830 Cliffe Avenue, Courtenay, B.C. V9N 2J7

(the "City").

GIVEN THAT:

- A. the City is empowered to acquire, construct, equip, operate and maintain sewage interception, treatment and disposal facilities for providing the service of wastewater collection, treatment and disposal, potable water distribution services, storm sewer services, highway services and park services;
- B. under Section 508 of the *Local Government Act*, where a council has the responsibility of providing a service, the council may, by bylaw, under section 559 impose a development cost charge ("DCC") that is applicable within the municipality, and the municipality, under section 559, shall collect the charge in the manner provided for by bylaw;
- C. the City adopted the "Development Cost Charges Bylaw No. 2840, 2016" for providing funds to assist the City to pay the capital cost of providing, altering or expanding the Transportation, Water, Sanitary Sewer, Drainage and Park system infrastructure to service directly or indirectly, development in respect of which the charges are imposed;
- D. section 565 of the *Local Government Act* provides that if a landowner has, with the approval of the local government, provided or paid the cost of providing a specific service, outside the boundaries of land being subdivided or developed, that is included in the calculations used to determine the amount of a development cost charge, the cost of the service must be deducted from the class of development cost charge that is applicable to the service ("DCC Credits");

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- E. the Developer wishes to construct and install a Water Main, which is a DCC designated project and which will add water capacity in the area;
- F. the City and the Developer have agreed to enter into this Agreement whereby the Developer will construct and install the Water Main, as specified in Schedule A to this Agreement, and will receive DCC Credits from the City in respect of DCC's otherwise due and owing by the Developer, and will receive DCC rebate payments for the portion of the cost of the Water Main that is beyond the immediate frontage of the lands being developed and not covered by the DCC Credits;
- G. the City's Council has authorized this Agreement by bylaw;

NOW THEREFORE, in consideration of the above recitals, and in consideration of the promises exchanged below, the Parties to this Agreement agree with each other as follows:

**1. Definitions and Interpretation**

**1.1 Definitions**

In this Agreement:

- (a) **"Completion Date"** means December 31, 2018;
- (b) **"DCC"** means development cost charge;
- (c) **"DCC Bylaw"** means the Development Cost Charges Bylaw No. 2840, 2016, enacted under section 559 of the *Local Government Act*, as amended from time to time;
- (d) **"DCC Construction Works"** means the projects, to be constructed, as specified in Schedule A;
- (e) **"Lands"** means the lands legally described as:
  - Lot 14, District Lot 138 Comox District Plan EPP39088 Except Parts in Plans EPP49945 and EPP54141;
- (f) **"Party"** means the City or the Developer, and **"Parties"** means both the City and the Developer; and

**1.2 Interpretation**

In this Agreement:

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- (a) the headings and captions used in this Agreement are for convenience only and do not form part of this Agreement and will not be used to interpret, define or limit the scope or intent of this Agreement or any of its provisions;
- (b) The word "including" when following any general term or statement is not to be construed as limiting the general term or statement to the specific items or matters set forth or to similar terms or matters but rather as permitting it to refer to other items or matters that could reasonably fall within its scope.
- (c) a reference to a statute includes every regulation made under the statute, all amendments to the statute or to the regulation in force from time to time, and any statute or regulation that supplements or supersedes the statute or the regulation;
- (d) a word importing the masculine gender includes the feminine or neuter, a word importing the singular includes the plural, and in each case, vice versa;
- (e) a reference to an approval, authorization, consent, waiver or notice means written approval, authorization, consent, waiver or notice; and,
- (f) the provisions of the *Interpretation Act*, RSBC 1996. c. 238 shall be deemed to apply to this Agreement as though it were an enactment of the City.

### **1.3 Schedules**

The following schedules are attached to and form part of this Agreement, except that in the case of any inconsistency between a schedule and this Agreement, the provisions of this Agreement will prevail to the extent of the inconsistency:

- (a) Schedule A—DCC Construction Works

## **2. Construction of Works**

- 2.1** The Developer will construct and install the DCC Construction Works before the Completion Date.

### **3. DCC Credits and Rebates**

- 3.1** The City will reimburse the Developer for the construction and installation of the DCC Construction Works in a lump sum payment to the Developer from the Water DCC reserve fund until the Developer is reimbursed in full for the cost of constructing all of the DCC Construction Works, except that:
- (a) monies will only be payable to the Developer if and to the extent that it incurs construction costs on DCC Construction Works; however, DCC Credits payable shall not exceed the amount that the Developer would have owed to the City as a DCC under the DCC Bylaw plus the remaining outstanding construction cost of the DCC Construction Works beyond the immediate frontage of the land being developed;
  - (b) monies will only be payable to the Developer to reimburse it for the cost of constructing DCC Construction Works if, and to the extent that, monies are received or held by the City further to the DCC Bylaw;
  - (c) no monies will be payable for any period beyond 5 years from the reference date of this Agreement; and
  - (d) monies payable to the Developer for the cost of constructing DCC Construction Works will be net of all credits and rebates received by the Developer in connection with the subdivision or development of the Lands.

### **4. Acknowledgements**

- 4.1** The Parties acknowledge and agree each with the other that they will always be reasonable in exercising their rights, forming their opinions and performing their duties hereunder.

### **5. No Waiver Valid Unless in Writing**

**5.1** No consent or waiver, express or implied, by a Party of any breach or default by another under this Agreement will:

- (a) be valid unless it is in writing and stated to be a consent or waiver pursuant to this section;
- (b) be relied on as a consent to or waiver of any other breach or default of the same or any other nature;
- (c) constitute a general waiver under this Agreement; or
- (d) eliminate or modify the need for a specific consent or waiver under this section in any other or subsequent instance.

### **6. Cooperation, Consultation and Dispute Resolution**

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**6.1** The Parties agree that nothing in this Agreement will affect the cooperation or consultation covenants the Parties have entered into pursuant to any other agreement. In the event of any issue arising between the Parties with respect to this Agreement, the Parties shall use their best efforts to resolve the issue through negotiation and failing negotiation, by mediation, and failing mediation, the disagreement shall be resolved by a single arbitrator appointed in accordance with the provisions of the *Commercial Arbitration Act*, RSBC 1996, c. 55. Each Party to the dispute shall pay an equal share of the mediator's or arbitrator's costs, as applicable.

**7. Assignment or Transfer of Developer's Rights**

**7.1** In the event of the assignment or transfer of the rights of the Developer voluntarily, or by operation of law, the City may pay any benefits accruing under this agreement, after notice, to such successor of the Developer as the City deems entitled to such benefits. In the event of conflicting demands being made on the City for benefits accruing under this agreement, then the City may at its option commence an action in interpleader joining any Party claiming rights under this agreement, or other Parties which the City believes to be necessary or proper, and the City shall be discharged from further liability on paying the person or persons whom the court having jurisdiction over such interpleader action shall determine, and in such action the City shall be entitled to recover its reasonable legal fees and costs, which fees and costs shall constitute a lien upon all funds accrued or accruing pursuant to this agreement.

**8. Indemnity**

**8.1** The Developer covenants not to sue the City, its administrators, successors, assigns, directors, officers, agents, employees, servants, tenants, solicitors, consultants, and anyone else for whom the City is in law liable, by any reason of or arising out of or in any way connected with any error, omission, or conduct of the City in relation to the Lane Improvements, including, without limiting the generality of the foregoing, a failure of the City to pass a resolution, enact a bylaw, enter into an agreement, impose a charge, calculate a charge correctly, or collect a charge under section 507 of the *Local Government Act*.

**9. Provisions of Agreement Severable**

**9.1** Each provision of this Agreement is intended to be severable, and accordingly:

- (a) the unenforceability or invalidity of any particular provision under any applicable law will not affect the validity of any other provision, except that if, on the reasonable construction of this Agreement as a whole, the other provision is expressly stated, or is by reasonable implication intended by the Parties, to be dependent on the validity and enforceability of the particular provision, the other

provision will be deemed also to be invalid or unenforceable;

- (b) if any provision of this Agreement is invalid or unenforceable, the balance of this Agreement will be construed and enforced as if all invalid or unenforceable provisions and all provisions so deemed to be invalid or unenforceable were not contained in this Agreement; and
- (c) if, as a result of a determination by a court of competent jurisdiction that any part of this Agreement is unenforceable or invalid, and of any application of this section 9, the basic intentions of the Parties, as evidenced by this Agreement, are entirely frustrated, the Parties will use all reasonable efforts to amend, supplement or otherwise vary this Agreement in order that it more closely conforms with their mutual intentions in entering into this Agreement.

**10. Rights and powers of City not affected**

- 10.1** Nothing contained or implied herein shall prejudice or affect the rights and powers of the City in the exercise of its function under any public or private statutes, bylaws, orders or regulations, all of which may be fully and effectively exercised as if this Agreement had not been executed and delivered.

**11. No fettering of City's discretion**

- 11.1** Nothing contained or implied in this Agreement shall fetter in any way the discretion of the City or the Council of the City. Further, nothing contained or implied in this Agreement shall derogate from the obligation of a Party under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligation in the exercise of its functions pursuant to the *Community Charter* or the *Local Government Act*, as amended or replaced from time to time, or act to fetter or otherwise affect the City's discretion, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Property as if this Agreement had not been executed and delivered by each Party and the City.

**12. Parties have legal capacity and power**

- 12.1** Each Party represents and warrants to each other and covenant with each other that:
- (a) they have the legal capacity and power to enter into this Agreement and comply with and perform every term and condition of this Agreement;
  - (b) all necessary corporate proceedings have been taken to authorize each party to enter

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into this Agreement and to execute and deliver this Agreement; and

(c) this Agreement has been properly executed and delivered.

**13. No partnership or joint venture**

**13.1** Nothing in this Agreement shall be interpreted as creating an agency, partnership or joint venture among or between the City and any other person.

**14. Counterparts**

**14.1** This Agreement may be executed in any number of counterparts with the same effect as if the Parties had all signed the same document and all counterparts and adopting instruments will be construed together and will constitute one and the same agreement.

**15. Miscellaneous**

**15.1** The Easements and covenants herein contained will be Easements and covenants running with the Lands but no part of the fee of the soil thereof will pass to or be vested in any Party under or by this Agreement.

**15.2** This Agreement will run with and be a burden upon the each Developer's interest in a servient tenement but no part of the fee of the soil of such Lands will pass to or be vested in any Party as transferee under or by this Agreement.

**15.3** Time is to be the essence of this Agreement.

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

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

**15.6** Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.

**15.7** No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.

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

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- 15.9** No provision of this Agreement shall be construed to create a partnership or joint venture relationship, an employer-employee relationship, a landlord-tenant, or a principal-agent relationship.
- 15.10** This Agreement may not be modified or amended except by the written agreement of the Parties.
- 15.11** This Agreement contains the entire agreement and understanding of the Parties with respect to the matters contemplated by this Agreement and supersedes all prior and contemporaneous agreements between them with respect to such matters.
- 15.12** All representations and warranties set forth in this Agreement and all provisions of this Agreement, the full performance of which is not required prior to a termination of this Agreement, shall survive any such termination and be fully enforceable thereafter.
- 15.13** Each Party shall promptly notify the other Party of any matter which is likely to continue or give rise to a violation of its obligations under this Agreement.
- 15.14** The whole agreement between the Parties is set forth in this document and no representations, warranties or conditions, express or implied, have been made other than those expressed.
- 15.15** Each section of this Agreement shall be severable. If any provision of this Agreement is held to be illegal or invalid by a Court of competent jurisdiction, the provision may be severed and the illegality or invalidity shall not affect the validity of the remainder of this Agreement.
- 15.16** This Agreement may be executed in counterpart with the same effect as if both Parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.
- 15.17** The Developer represents and warrants to the City that:
- (a) all necessary corporate actions and proceedings have been taken by the Developer to authorize its entry into and performance of this agreement;
  - (b) upon execution and delivery on behalf of the Developer, this agreement constitutes a valid and binding contractual obligation of the Developer;
  - (c) neither the execution and delivery, nor the performance, of this agreement shall breach any other agreement or obligation, or cause the Developer to be in default of any other agreement or obligation, respecting the Developer's Lands; and

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(d) the Developer has the corporate capacity and authority to enter into and perform this agreement.

**As evidence of their agreement to be bound by the terms of this Agreement, the Parties have executed this Agreement as follows:**

Dated this \_\_\_ day of \_\_\_\_\_, 2018 )  
 )  
**CITY OF COURTENAY** by its )  
authorized signatories: )  
 )  
\_\_\_\_\_)  
Mayor: )  
 )  
\_\_\_\_\_)  
Corporate Officer: )

Dated this \_\_\_ day of \_\_\_\_\_, 2018 )  
 )  
**Arden Projects Ltd.** by its authorized signatories: )  
 )  
\_\_\_\_\_)  
Name: )  
 )  
\_\_\_\_\_)  
Name: )

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**SCHEDULE A**  
**DCC CONSTRUCTION WORKS**

| <b>DCC PROJECT</b> | <b>SCOPE</b>   | <b>COST ESTIMATE</b> | <b>DCC RECOVERABLE</b> |
|--------------------|--|----------------------|------------------------|
| W9703              | ARDEN ROAD<br>FROM THE<br>INTERSECTION<br>OF<br>CUMBERLAND<br>ROAD TO<br>COPPERFIELD<br>ROAD (245<br>METERS) | \$142,904.11         | \$52,950.41            |

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DEVELOPMENT COST CHARGE FRONT-END AGREEMENT

THIS AGREEMENT dated for reference the \_\_\_ day of \_\_\_\_\_, 2018 is

BETWEEN:

**Arden Road Developments Ltd**  
4635A Madrona Pl  
Courtenay, B.C. V9N 9E7

("Developer")

AND:

**CORPORATION OF THE CITY OF COURTENAY**, a City incorporated under the *Local Government Act*, SBC 2015, Chapter 1, and having its offices at 830 Cliffe Avenue, Courtenay, B.C. V9N 2J7

(the "City").

GIVEN THAT:

- A. the City is empowered to acquire, construct, equip, operate and maintain sewage interception, treatment and disposal facilities for providing the service of wastewater collection, treatment and disposal, potable water distribution services, storm sewer services, highway services and park services;
- B. under Section 508 of the *Local Government Act*, where a council has the responsibility of providing a service, the council may, by bylaw, under section 559 impose a development cost charge ("DCC") that is applicable within the municipality, and the municipality, under section 559, shall collect the charge in the manner provided for by bylaw;
- C. the City adopted the "Development Cost Charges Bylaw No. 2840, 2016" for providing funds to assist the City to pay the capital cost of providing, altering or expanding the Transportation, Water, Sanitary Sewer, Drainage and Park system infrastructure to service directly or indirectly, development in respect of which the charges are imposed;
- D. section 565 of the *Local Government Act* provides that if a landowner has, with the approval of the local government, provided or paid the cost of providing a specific service, outside the boundaries of land being subdivided or developed, that is included in the calculations used to determine the amount of a development cost charge, the cost of the service must be deducted from the class of development cost charge that is applicable to the service ("DCC Credits");

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- E. the Developer wishes to construct and install a Water Main and Sanitary Sewer Trunk, which are DCC designated projects and which will add sewer and water capacity in the South Arden area;
- F. the City and the Developer have agreed to enter into this Agreement whereby the Developer will construct and install the Water Main and Sanitary Sewer Trunk, as specified in Schedule A to this Agreement, and will receive DCC Credits from the City in respect of DCC's otherwise due and owing by the Developer, and will receive DCC rebate payments for the portion of the cost of the Water Main and Sanitary Sewer Trunk that is beyond the immediate frontage of the lands being developed and not covered by the DCC Credits;
- G. the City's Council has authorized this Agreement by bylaw;

NOW THEREFORE, in consideration of the above recitals, and in consideration of the promises exchanged below, the Parties to this Agreement agree with each other as follows:

**1. Definitions and Interpretation**

**1.1 Definitions**

In this Agreement:

- (a) **“Completion Date”** means December 31, 2018;
- (b) **“DCC”** means development cost charge;
- (c) **“DCC Bylaw”** means the Development Cost Charges Bylaw No. 2840, 2016, enacted under section 559 of the *Local Government Act*, as amended from time to time;
- (d) **“DCC Construction Works”** means the projects, to be constructed, as specified in Schedule A;
- (e) **“Lands”** means the lands legally described as:

Lot A, District Lot 230, Comox District, Plan 48707;

Parcel A (DD 10616N) of Lot 4, District Lot 230, Comox District, Plan 2152, Except That Part Shown Outlined in Red on Plan 688R and Except That Part in Plan 48707;

That Part of Parcel A (DD 10616N) of Lot 4, District Lot 230, Comox District, Plan 2152 Shown Outlined in Red on Plan 688R, Except Parts in

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Plans 6030 and 23672

- (f) **“Party”** means the City or the Developer, and **“Parties”** means both the City and the Developer; and

## **1.2 Interpretation**

In this Agreement:

- (a) the headings and captions used in this Agreement are for convenience only and do not form part of this Agreement and will not be used to interpret, define or limit the scope or intent of this Agreement or any of its provisions;
- (b) The word "including" when following any general term or statement is not to be construed as limiting the general term or statement to the specific items or matters set forth or to similar terms or matters but rather as permitting it to refer to other items or matters that could reasonably fall within its scope.
- (c) a reference to a statute includes every regulation made under the statute, all amendments to the statute or to the regulation in force from time to time, and any statute or regulation that supplements or supersedes the statute or the regulation;
- (d) a word importing the masculine gender includes the feminine or neuter, a word importing the singular includes the plural, and in each case, vice versa;
- (e) a reference to an approval, authorization, consent, waiver or notice means written approval, authorization, consent, waiver or notice; and,
- (f) the provisions of the *Interpretation Act*, RSBC 1996. c. 238 shall be deemed to apply to this Agreement as though it were an enactment of the City.

## **1.3 Schedules**

The following schedules are attached to and form part of this Agreement, except that in the case of any inconsistency between a schedule and this Agreement, the provisions of this Agreement will prevail to the extent of the inconsistency:

- (a) Schedule A—DCC Construction Works

## **2. Construction of Works**

- 2.1** The Developer will construct and install the DCC Construction Works before the Completion Date.

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### **3. DCC Credits and Rebates**

- 3.1** The City will reimburse the Developer for the construction and installation of the DCC Construction Works in a lump sum payment to the Developer from the Sanitary Sewer and Water DCC reserve funds until the Developer is reimbursed in full for the cost of constructing all of the DCC Construction Works, except that:
- (a) monies will only be payable to the Developer if and to the extent that it incurs construction costs on DCC Construction Works; however, DCC Credits payable shall not exceed the amount that the Developer would have owed to the City as a DCC under the DCC Bylaw plus the remaining outstanding construction cost of the DCC Construction Works beyond the immediate frontage of the land being developed;
  - (b) monies will only be payable to the Developer to reimburse it for the cost of constructing DCC Construction Works if, and to the extent that, monies are received or held by the City further to the DCC Bylaw;
  - (c) no monies will be payable for any period beyond 5 years from the reference date of this Agreement; and
  - (d) monies payable to the Developer for the cost of constructing DCC Construction Works will be net of all credits and rebates received by the Developer in connection with the subdivision or development of the Lands.

### **4. Acknowledgements**

- 4.1** The Parties acknowledge and agree each with the other that they will always be reasonable in exercising their rights, forming their opinions and performing their duties hereunder.

### **5. No Waiver Valid Unless in Writing**

- 5.1** No consent or waiver, express or implied, by a Party of any breach or default by another under this Agreement will:
- (a) be valid unless it is in writing and stated to be a consent or waiver pursuant to this section;
  - (b) be relied on as a consent to or waiver of any other breach or default of the same or any other nature;
  - (c) constitute a general waiver under this Agreement; or
  - (d) eliminate or modify the need for a specific consent or waiver under this section in any other or subsequent instance.

### **6. Cooperation, Consultation and Dispute Resolution**

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**6.1** The Parties agree that nothing in this Agreement will affect the cooperation or consultation covenants the Parties have entered into pursuant to any other agreement. In the event of any issue arising between the Parties with respect to this Agreement, the Parties shall use their best efforts to resolve the issue through negotiation and failing negotiation, by mediation, and failing mediation, the disagreement shall be resolved by a single arbitrator appointed in accordance with the provisions of the *Commercial Arbitration Act*, RSBC 1996, c. 55. Each Party to the dispute shall pay an equal share of the mediator's or arbitrator's costs, as applicable.

**7. Assignment or Transfer of Developer's Rights**

**7.1** In the event of the assignment or transfer of the rights of the Developer voluntarily, or by operation of law, the City may pay any benefits accruing under this agreement, after notice, to such successor of the Developer as the City deems entitled to such benefits. In the event of conflicting demands being made on the City for benefits accruing under this agreement, then the City may at its option commence an action in interpleader joining any Party claiming rights under this agreement, or other Parties which the City believes to be necessary or proper, and the City shall be discharged from further liability on paying the person or persons whom the court having jurisdiction over such interpleader action shall determine, and in such action the City shall be entitled to recover its reasonable legal fees and costs, which fees and costs shall constitute a lien upon all funds accrued or accruing pursuant to this agreement.

**8. Indemnity**

**8.1** The Developer covenants not to sue the City, its administrators, successors, assigns, directors, officers, agents, employees, servants, tenants, solicitors, consultants, and anyone else for whom the City is in law liable, by any reason of or arising out of or in any way connected with any error, omission, or conduct of the City in relation to the Lane Improvements, including, without limiting the generality of the foregoing, a failure of the City to pass a resolution, enact a bylaw, enter into an agreement, impose a charge, calculate a charge correctly, or collect a charge under section 507 of the *Local Government Act*.

**9. Provisions of Agreement Severable**

**9.1** Each provision of this Agreement is intended to be severable, and accordingly:

- (a) the unenforceability or invalidity of any particular provision under any applicable law will not affect the validity of any other provision, except that if, on the reasonable construction of this Agreement as a whole, the other provision is expressly stated, or is by reasonable implication intended by the Parties, to be dependent on the validity and enforceability of the particular provision, the other

provision will be deemed also to be invalid or unenforceable;

- (b) if any provision of this Agreement is invalid or unenforceable, the balance of this Agreement will be construed and enforced as if all invalid or unenforceable provisions and all provisions so deemed to be invalid or unenforceable were not contained in this Agreement; and
- (c) if, as a result of a determination by a court of competent jurisdiction that any part of this Agreement is unenforceable or invalid, and of any application of this section 9, the basic intentions of the Parties, as evidenced by this Agreement, are entirely frustrated, the Parties will use all reasonable efforts to amend, supplement or otherwise vary this Agreement in order that it more closely conforms with their mutual intentions in entering into this Agreement.

**10. Rights and powers of City not affected**

- 10.1** Nothing contained or implied herein shall prejudice or affect the rights and powers of the City in the exercise of its function under any public or private statutes, bylaws, orders or regulations, all of which may be fully and effectively exercised as if this Agreement had not been executed and delivered.

**11. No fettering of City's discretion**

- 11.1** Nothing contained or implied in this Agreement shall fetter in any way the discretion of the City or the Council of the City. Further, nothing contained or implied in this Agreement shall derogate from the obligation of a Party under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligation in the exercise of its functions pursuant to the *Community Charter* or the *Local Government Act*, as amended or replaced from time to time, or act to fetter or otherwise affect the City's discretion, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Property as if this Agreement had not been executed and delivered by each Party and the City.

**12. Parties have legal capacity and power**

- 12.1** Each Party represents and warrants to each other and covenant with each other that:
- (a) they have the legal capacity and power to enter into this Agreement and comply with and perform every term and condition of this Agreement;
  - (b) all necessary corporate proceedings have been taken to authorize each party to enter

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into this Agreement and to execute and deliver this Agreement; and

(c) this Agreement has been properly executed and delivered.

**13. No partnership or joint venture**

**13.1** Nothing in this Agreement shall be interpreted as creating an agency, partnership or joint venture among or between the City and any other person.

**14. Counterparts**

**14.1** This Agreement may be executed in any number of counterparts with the same effect as if the Parties had all signed the same document and all counterparts and adopting instruments will be construed together and will constitute one and the same agreement.

**15. Miscellaneous**

**15.1** The Easements and covenants herein contained will be Easements and covenants running with the Lands but no part of the fee of the soil thereof will pass to or be vested in any Party under or by this Agreement.

**15.2** This Agreement will run with and be a burden upon the each Developer's interest in a servient tenement but no part of the fee of the soil of such Lands will pass to or be vested in any Party as transferee under or by this Agreement.

**15.3** Time is to be the essence of this Agreement.

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

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

**15.6** Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.

**15.7** No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.

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

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- 15.9** No provision of this Agreement shall be construed to create a partnership or joint venture relationship, an employer-employee relationship, a landlord-tenant, or a principal-agent relationship.
- 15.10** This Agreement may not be modified or amended except by the written agreement of the Parties.
- 15.11** This Agreement contains the entire agreement and understanding of the Parties with respect to the matters contemplated by this Agreement and supersedes all prior and contemporaneous agreements between them with respect to such matters.
- 15.12** All representations and warranties set forth in this Agreement and all provisions of this Agreement, the full performance of which is not required prior to a termination of this Agreement, shall survive any such termination and be fully enforceable thereafter.
- 15.13** Each Party shall promptly notify the other Party of any matter which is likely to continue or give rise to a violation of its obligations under this Agreement.
- 15.14** The whole agreement between the Parties is set forth in this document and no representations, warranties or conditions, express or implied, have been made other than those expressed.
- 15.15** Each section of this Agreement shall be severable. If any provision of this Agreement is held to be illegal or invalid by a Court of competent jurisdiction, the provision may be severed and the illegality or invalidity shall not affect the validity of the remainder of this Agreement.
- 15.16** This Agreement may be executed in counterpart with the same effect as if both Parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.
- 15.17** The Developer represents and warrants to the City that:
- (a) all necessary corporate actions and proceedings have been taken by the Developer to authorize its entry into and performance of this agreement;
  - (b) upon execution and delivery on behalf of the Developer, this agreement constitutes a valid and binding contractual obligation of the Developer;
  - (c) neither the execution and delivery, nor the performance, of this agreement shall breach any other agreement or obligation, or cause the Developer to be in default of any other agreement or obligation, respecting the Developer's Lands; and

{00498250; 1 }

(d) the Developer has the corporate capacity and authority to enter into and perform this agreement.

**As evidence of their agreement to be bound by the terms of this Agreement, the Parties have executed this Agreement as follows:**

Dated this \_\_\_ day of \_\_\_\_\_, 2018 )  
 )  
**CITY OF COURTENAY** by its )  
authorized signatories: )  
 )  
\_\_\_\_\_)  
Mayor: )  
 )  
\_\_\_\_\_)  
Corporate Officer: )

Dated this \_\_\_ day of \_\_\_\_\_, 2018 )  
 )  
**Arden Road Developments Ltd.** by its authorized signatories: )  
 )  
\_\_\_\_\_)  
Name: )  
 )  
\_\_\_\_\_)  
Name: )

{00498250; 1 }

**SCHEDULE A**  
**DCC CONSTRUCTION WORKS**

| <b>DCC PROJECT</b>       | <b>SCOPE</b>   | <b>COST ESTIMATE</b> | <b>DCC RECOVERABLE</b> |
|--------------------------|--|----------------------|------------------------|
| <b>ARDEN SOUTH TRUNK</b> | <b>ARDEN ROAD FROM END OF EXISTING SANITARY MAIN FROM MANHOLE 2-703 TO 42.3 METERS DOWNSTREAM OF MANHOLE SMH 2-704 (168.73 METERS)</b> | <b>\$138,428.82</b>  | <b>\$21,617.14</b>     |
| <b>W9703</b>             | <b>ARDEN ROAD FROM BROOKFIELD DRIVE TO 28 METERS SOUTH OF HYDRANT C3185(174.8 METERS)</b>  | <b>\$125,445.99</b>  | <b>\$18,806.14</b>     |

{00498250; 1}



## Schedule “B”– Municipal Share Agreements

### CITY OF COURTENAY

#### MUNICIPAL SHARE AGREEMENT – SPECIFIED WORKS

**THIS AGREEMENT** dated for reference the \_\_\_ day of \_\_\_\_\_, 2018 is

BETWEEN:

**448629 BC Ltd.**  
PO Box 1336  
Comox, B.C. V9M 7Z8

(“Developer”)

AND:

**CORPORATION OF THE CITY OF COURTENAY**, a City incorporated under the *Local Government Act*, SBC 2015, Chapter 1, and having its offices at 830 Cliffe Avenue, Courtenay, B.C. V9N 2J7

(the “City”).

GIVEN THAT:

- A. the City is empowered to acquire, construct, equip, operate and maintain sewage interception, treatment and disposal facilities for providing the service of wastewater collection, treatment and disposal, potable water distribution services, storm sewer services, highway services and park services;
- B. under Section 508 of the *Local Government Act*, where a council has the responsibility of providing a service, the council may, by bylaw, under section 559 impose a development cost charge (“DCC”) that is applicable within the municipality, and the municipality, under section 559, shall collect the charge in the manner provided for by bylaw;
- C. the City adopted “Development Cost Charges Bylaw No. 2840, 2016” for providing funds to assist the City to pay the capital cost of providing, altering or expanding the Transportation, Water, Sanitary Sewer, Drainage and Park system infrastructure to service directly or indirectly, development in respect of which the charges are imposed;
- D. the works that are the subject of the development cost charge bylaw include, inter alia, those certain works:
  - (1) described in Schedule A; and
  - (2) the cost of which is estimated in Schedule A;

{00444630; 1 }

- E. the City has not currently scheduled the construction of the DCC Construction Works, but the City wishes to encourage the Developer to undertake their construction, in whole or in part, in order to benefit the development on the Lands and anticipated development in the areas of the City that the City has concluded will also benefit from the construction of the DCC Construction Works;
- F. the Developer is constructing works and services other than DCC Construction Works on and adjacent to the Lands in accordance with City bylaws;
- G. the City wishes to contract with the Developer for the construction of the DCC Construction Works on the basis set out in this Agreement;
- H. the parties acknowledge and agree that “excess or extended services charges” or “latecomer charges” do not apply to the DCC Construction Works;
- I. the City’s Council has authorized this Agreement by bylaw;

NOW THEREFORE, in consideration of the above recitals, and in consideration of the promises exchanged below, the Parties to this Agreement agree with each other as follows:

**1. DEFINITIONS**

**1.1** In this Agreement,

- (a) “**Agreement**” means this agreement and all attached Schedules.
- (b) “**Approving Officer**” means the officer appointed under section 77 of the *Land Title Act* to approve subdivision in the City of Courtenay,
- (c) “**Completion Date**” means December 31, 2018.
- (d) “**Council**” means the elected Council of the City.
- (e) “**Development Cost Charge**” or “**DCC**” means a charge imposed pursuant to the DCC Bylaw.
- (f) “**DCC Bylaw**” means the Development Cost Charges Bylaw No. 2840, 2016, enacted under section 559 of the *Local Government Act*, as amended from time to time.
- (g) “**DCC Construction Work**” means the project, to be constructed, as specified in Schedule A.
- (h) “**DCC Frontender Agreement**” means the agreement entered into by the parties, having a reference date of \_\_\_\_\_, 2018, pursuant to which the City agreed, subject to DCC credits and rebates owing to the Developer in accordance with the *Local Government Act*, to reimburse the Developer for the “growth” portion of the cost of completed DCC Construction Works covered by the DCC Bylaw.

{00444630; 1 }

- (i) **“Lands”** means the lands legally described as:  

Lot 1, District Lot 231, Comox District, Plan 2152, Except Part in Plans VIP68939 and VIP81437
- (j) **“Municipal Share”** means the “non-growth” and “municipal assist” portions of the costs of a DCC Construction Work, as set out in Schedule A.
- (k) **“Party”** means the City or the Developer, and **“Parties”** means both the City and the Developer.
- (l) **“Term”** means the period of time this Agreement is in effect, being one year from the reference date of this Agreement.

**2. CONSTRUCTION OF WORK(S)**

2.1 The Developer will construct and install the DCC Construction Works before the Completion date.

**3. PAYMENT OF NON-GROWTH SHARE OF DCC CONSTRUCTION WORK(S), IN THE EVENT OF LIABILITY**

3.1 Subject to sections 3.1 and 3.3, the City will reimburse the Developer for the construction of any DCC Construction Work(s) that the Developer proceeds to construct beyond the immediate frontage of the Lands, by paying the Developer:

- (a) an amount equal to the cost of the work certified by a registered professional engineer, less any amount the Developer is eligible to recover for the work under the DCC Frontender Agreement;

3.2 Notwithstanding section 3.1 hereof:

- (a) the City will only be responsible to reimburse the Developer in respect of the construction of a DCC Construction Work(s) if and to the extent that the Developer incurs costs in connection with the construction of the DCC Construction Work(s);
- (b) the amount of money payable to the Developer for the cost of constructing DCC Construction Works will be the capital cost of same (including all design and engineering costs) incurred by the Developer, net of any and all DCC credits and rebates or other DCC monies received by the Developer in connection with the subdivision or development;
- (c) design, engineering and construction costs of DCC Construction Works, if the works are designed, engineered and constructed by the Developer, will be reimbursed to the extent the design, engineering and construction costs:
  - (i) are comparable with similar costs for similar infrastructure projects

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in similar locations; and

- (ii) form part of the calculations under which the DCC Bylaw was based;
  - (d) the City will only be responsible to reimburse the Developer in respect of the construction of a DCC Construction Work if and to the extent that the Developer delivers to the City written evidence satisfactory to the City's Director of Development Services, acting reasonably, of the cost of the work; and
  - (e) despite any other provision of this Agreement, the maximum potential cost recovery by the Developer under this and any other DCC Construction Works Municipal Share Agreement that may be entered into between the City and the Developer in respect of the Lands collectively is \$189,893.37.
- 3.3 Notwithstanding sections 3.1 and 3.2 hereof at the expiry of the Term no further monies will be payable by the City to the Developer pursuant to this Agreement, except to the extent that such monies had become payable by the City prior to the expiry of the Term of this Agreement.
- 3.4 The City will pay the Developer at the address of the Developer as set forth in section 4.1(a) or at such other address as the Developer will provide by registered mail. If the said payments are returned to the City unclaimed by the Developer, and if the City is unable to locate the Developer before the expiry of the Term after all reasonable efforts, then the City will hold all monies collected until the expiry of the Term. After the expiry of the Term the City will retain such unclaimed funds forever.

#### 4. NOTICES

- 4.1 Any notice, demand, acceptance or request required to be given hereunder in writing will be deemed to be given if either personally delivered or mailed by registered mail, postage prepaid (at any time other than during a general discontinuance of postal services due to a strike, lockout or otherwise) and addressed to:

- (a) The Developer is:

448629 BC Ltd.  
PO Box 1336  
Comox, B.C. V9M 7Z8

Attention: Chris Gage

or such change of address as the Developer has, by written notification, forwarded to the City, and

- (b) The City as follows

830 Cliffe Avenue

{00444630; 1 }

Courtenay, BC V9N 2J7

Attention: Director of Development Services

or such change of address as the City has, by written notification, forwarded to the Developer.

- 4.2 Any notice will be deemed to have been given to and received by the party to which it is addressed:
- (a) if delivered, on the date of delivery; or
  - (b) if mailed, then on the fifth (5th) day after the mailing thereof.

**5. BINDING ON SUCCESSORS**

- 5.1 It is agreed by and between the parties hereto that this Agreement will be enforceable by and against the parties, and their successors and assigns.
- 5.2 The Developer will not assign or transfer its interest in this Agreement without the prior written consent of the City, which consent will not be withheld by the City unless the proposed assignee is in bankruptcy or receivership.
- 5.3 In the event of the assignment or transfer of the rights of the Developer voluntarily, or by operation of law, the City will pay any benefits accruing hereunder, after notice, to the successor of the Developer, and in the event of conflicting demands being made upon the City for benefits accruing under this Agreement, then the City may at its option commence an action in interpleader joining any party claiming rights under the Agreement, or other parties which the City believes to be necessary or proper, and the City will be discharged from further liability upon paying the person or persons whom any Court having jurisdiction of such interpleaded action will determine.

**6. ENTIRE AGREEMENT**

- 6.1 This Agreement constitutes the entire agreement between the parties hereto with respect to the municipal share of the cost of DCC Construction Works, and supersedes any prior agreements, undertakings, declarations or representations, written or verbal, in respect thereof.
- 6.2 For greater certainty, the Developer shall not recover more for constructing a DCC Construction Work under this Agreement and the DCC Frontender Agreement than the DCC Construction Work costs the Developer.

**7. LAWS OF BRITISH COLUMBIA**

- 7.1 This Agreement will be interpreted under and is governed by the applicable laws of Canada and the Province of British Columbia.

**8. SEVERABILITY**

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8.1 If any part of this Agreement is held to be invalid, illegal or unenforceable by a Court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

8.2 In the event that this Agreement in its entirety is held to be invalid, illegal or unenforceable by a Court having jurisdiction to do so, then this Agreement shall be severed from any other Agreement entered into between the City and the Developer, and all other Agreements entered into between the City and the Developer shall remain in force unaffected by that holding or by the severance of this Agreement.

## **9. TIME IS OF ESSENCE**

9.1 Time is of the essence of this Agreement.

9.2 No provision of this Agreement is to be considered to have been waived by a party unless the waiver is expressed in writing by the party. The waiver by a party of any breach by another party of any provision is not to be construed as or constitute a waiver of any further or other breach.

## **10. INTERPRETATION**

10.1 In this Agreement:

- (a) the headings and captions are for convenience only and do not form a part of this Agreement and will not be used to interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions;
- (b) the word "including" when following any general term or statement is not to be construed as limiting the general term or statement to the specific items or matters set forth or to similar terms or matters but rather as permitting it to refer to items or matters that could reasonably fall within its scope;
- (c) a reference to currency means Canadian currency;
- (d) a reference to time or date is to the local time or date in Courtenay, British Columbia;
- (e) a word importing the masculine gender includes the feminine or neuter, and a word importing the singular includes the plural and vice versa;
- (f) a reference to a statute includes every regulation made pursuant thereto, all amendments to the statute or to any such regulation in force from time to time and any statute or regulation that supplements or supersedes such statute or any such regulation;
- (g) a reference to approval, authorization, consent, designation, waiver or notice means written approval, authorization, consent, designation, waiver or notice; and

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(h) a reference to a section means a section of this Agreement, unless a specific reference is provided to a statute.

**11. EXECUTION AND DELIVERY**

11.1 This Agreement may be executed in counterpart and such counterparts together shall constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), shall be equally effective as delivery of a manually executed counterpart hereof.

11.2 The Parties acknowledge and agree that in any legal proceedings between them respecting or in any way relating to this Agreement, each waives the right to raise any defense based on the execution hereof in counterparts or the delivery of such executed counterparts by electronic means.

**12. SCHEDULES**

12.1 The Schedules attached hereto, which form part of this Agreement, are as follows:

- (a) Schedule "A" – Description of the DCC Construction Works, including estimated cost and Municipal Share.

**As evidence of their agreement to be bound by the terms of this Agreement, the Parties have executed this Agreement as follows:**

Dated this \_\_\_ day of \_\_\_\_\_, 2018 )  
 )  
**CITY OF COURTENAY** by its )  
authorized signatories: )  
 )  
\_\_\_\_\_)  
Mayor: )  
 )  
 )  
\_\_\_\_\_)  
Corporate Officer: )

Dated this \_\_\_ day of \_\_\_\_\_, 2018 )  
 )  
**448629 BC Ltd.** by its authorized signatories: )  
 )  
\_\_\_\_\_)  
Name: )  
 )  
 )  
\_\_\_\_\_)  
Name: )

{00444630; 1 }

SCHEDULE "A"

DCC CONSTRUCTION WORKS

| DCC PROJECT       | SCOPE   | COST ESTIMATE | MUNICIPAL SHARE |
|-------------------|---|---------------|-----------------|
| ARDEN SOUTH TRUNK | ARDEN ROAD FROM END OF EXISTING SANITARY MAIN (49M UPSTREAM OF MANHOLE SMH 2-705) TO MANHOLE SMH 2-707 (334.7 METERS)     | \$451,663.11  | \$136,814.90    |
| W9703             | ARDEN ROAD FROM END OF EXISTING WATERMAIN BETWEEN MABLEY RD AND CRYSTAL DR TO THE SOUTHERN TERMINUS OF ARDEN ROAD (364.9) | \$191,953.96  | \$53,078.47     |

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**CITY OF COURTENAY**

**MUNICIPAL SHARE AGREEMENT –  
SPECIFIED WORKS**

**THIS AGREEMENT** dated for reference the \_\_\_ day of \_\_\_\_\_, 2018 is

BETWEEN:

**Arden Projects Ltd.**  
**4635A Madrona Place**  
**Courtenay, B.C. V9N 9E7**  
("Developer")

AND:

**CORPORATION OF THE CITY OF COURTENAY**, a City incorporated under the *Local Government Act*, SBC 2015, Chapter 1, and having its offices at 830 Cliffe Avenue, Courtenay, B.C. V9N 2J7

(the "City").

GIVEN THAT:

- A. the City is empowered to acquire, construct, equip, operate and maintain sewage interception, treatment and disposal facilities for providing the service of wastewater collection, treatment and disposal, potable water distribution services, storm sewer services, highway services and park services;
- B. under Section 508 of the *Local Government Act*, where a council has the responsibility of providing a service, the council may, by bylaw, under section 559 impose a development cost charge ("DCC") that is applicable within the municipality, and the municipality, under section 559, shall collect the charge in the manner provided for by bylaw;
- C. the City adopted "Development Cost Charges Bylaw No. 2840, 2016" for providing funds to assist the City to pay the capital cost of providing, altering or expanding the Transportation, Water, Sanitary Sewer, Drainage and Park system infrastructure to service directly or indirectly, development in respect of which the charges are imposed;
- D. the works that are the subject of the development cost charge bylaw include, inter alia, those certain works:
  - (1) described in Schedule A; and
  - (2) the cost of which is estimated in Schedule A;
- E. the City has not currently scheduled the construction of the DCC Construction Works,

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but the City wishes to encourage the Developer to undertake their construction, in whole or in part, in order to benefit the development on the Lands and anticipated development in the areas of the City that the City has concluded will also benefit from the construction of the DCC Construction Works;

- F. the Developer is constructing works and services other than DCC Construction Works on and adjacent to the Lands in accordance with City bylaws;
- G. the City wishes to contract with the Developer for the construction of the DCC Construction Works on the basis set out in this Agreement;
- H. the parties acknowledge and agree that “excess or extended services charges” or “latecomer charges” do not apply to the DCC Construction Works;
- I. the City’s Council has authorized this Agreement by bylaw;

NOW THEREFORE, in consideration of the above recitals, and in consideration of the promises exchanged below, the Parties to this Agreement agree with each other as follows:

**1. DEFINITIONS**

1.1 In this Agreement,

- (a) “**Agreement**” means this agreement and all attached Schedules.
- (b) “**Approving Officer**” means the officer appointed under section 77 of the *Land Title Act* to approve subdivision in the City of Courtenay,
- (c) “**Completion Date**” means December 31, 2018.
- (d) “**Council**” means the elected Council of the City.
- (e) “**Development Cost Charge**” or “**DCC**” means a charge imposed pursuant to the DCC Bylaw.
- (f) “**DCC Bylaw**” means the Development Cost Charges Bylaw No. 2840, 2016, enacted under section 559 of the *Local Government Act*, as amended from time to time.
- (g) “**DCC Construction Work**” means the project, to be constructed, as specified in Schedule A.
- (h) “**DCC Frontender Agreement**” means the agreement entered into by the parties, having a reference date of \_\_\_\_\_, 2018, pursuant to which the City agreed, subject to DCC credits and rebates owing to the Developer in accordance with the *Local Government Act*, to reimburse the Developer for the “growth” portion of the cost of completed DCC Construction Works covered by the DCC Bylaw.
- (i) “**Lands**” means the lands legally described as:

{00444630; 1 }

Lot 14, District Lot 138 Comox District Plan EPP39088 Except Parts in Plans EPP49945 and EPP54141

- (j) **“Municipal Share”** means the “non-growth” and “municipal assist” portions of the costs of a DCC Construction Work, as set out in Schedule A.
- (k) **“Party”** means the City or the Developer, and **“Parties”** means both the City and the Developer.
- (l) **“Term”** means the period of time this Agreement is in effect, being one year from the reference date of this Agreement.

## 2. CONSTRUCTION OF WORK(S)

- 2.1 The Developer will construct and install the DCC Construction Works before the Completion date.

## 3. PAYMENT OF NON-GROWTH SHARE OF DCC CONSTRUCTION WORK(S), IN THE EVENT OF LIABILITY

- 3.1 Subject to sections 3.1 and 3.3, the City will reimburse the Developer for the construction of any DCC Construction Work(s) that the Developer proceeds to construct beyond the immediate frontage of the Lands, by paying the Developer:

- (a) an amount equal to the cost of the work certified by a registered professional engineer, less any amount the Developer is eligible to recover for the work under the DCC Frontender Agreement;

- 3.2 Notwithstanding section 3.1 hereof:

- (a) the City will only be responsible to reimburse the Developer in respect of the construction of a DCC Construction Work(s) if and to the extent that the Developer incurs costs in connection with the construction of the DCC Construction Work(s);
- (b) the amount of money payable to the Developer for the cost of constructing DCC Construction Works will be the capital cost of same (including all design and engineering costs) incurred by the Developer, net of any and all DCC credits and rebates or other DCC monies received by the Developer in connection with the subdivision or development;
- (c) design, engineering and construction costs of DCC Construction Works, if the works are designed, engineered and constructed by the Developer, will be reimbursed to the extent the design, engineering and construction costs:
  - (i) are comparable with similar costs for similar infrastructure projects in similar locations; and

{00444630; 1 }

- (ii) form part of the calculations under which the DCC Bylaw was based;
  - (d) the City will only be responsible to reimburse the Developer in respect of the construction of a DCC Construction Work if and to the extent that the Developer delivers to the City written evidence satisfactory to the City's Director of Development Services, acting reasonably, of the cost of the work; and
  - (e) despite any other provision of this Agreement, the maximum potential cost recovery by the Developer under this and any other DCC Construction Works Municipal Share Agreement that may be entered into between the City and the Developer in respect of the Lands collectively is \$72,166.58
- 3.3 Notwithstanding sections 3.1 and 3.2 hereof at the expiry of the Term no further monies will be payable by the City to the Developer pursuant to this Agreement, except to the extent that such monies had become payable by the City prior to the expiry of the Term of this Agreement.
- 3.4 The City will pay the Developer at the address of the Developer as set forth in section 4.1(a) or at such other address as the Developer will provide by registered mail. If the said payments are returned to the City unclaimed by the Developer, and if the City is unable to locate the Developer before the expiry of the Term after all reasonable efforts, then the City will hold all monies collected until the expiry of the Term. After the expiry of the Term the City will retain such unclaimed funds forever.

#### 4. NOTICES

- 4.1 Any notice, demand, acceptance or request required to be given hereunder in writing will be deemed to be given if either personally delivered or mailed by registered mail, postage prepaid (at any time other than during a general discontinuance of postal services due to a strike, lockout or otherwise) and addressed to:

- (a) The Developer is:

**Arden Projects Ltd.**  
4635A Madrona Place  
Courtenay, B.C. V9N 9E7

Attention: Robert Leighton

or such change of address as the Developer has, by written notification, forwarded to the City, and

- (b) The City as follows

830 Cliffe Avenue  
Courtenay, BC V9N 2J7

{00444630; 1 }

Attention: Director of Development Services

or such change of address as the City has, by written notification, forwarded to the Developer.

- 4.2 Any notice will be deemed to have been given to and received by the party to which it is addressed:
- (a) if delivered, on the date of delivery; or
  - (b) if mailed, then on the fifth (5th) day after the mailing thereof.

**5. BINDING ON SUCCESSORS**

- 5.1 It is agreed by and between the parties hereto that this Agreement will be enforceable by and against the parties, and their successors and assigns.
- 5.2 The Developer will not assign or transfer its interest in this Agreement without the prior written consent of the City, which consent will not be withheld by the City unless the proposed assignee is in bankruptcy or receivership.
- 5.3 In the event of the assignment or transfer of the rights of the Developer voluntarily, or by operation of law, the City will pay any benefits accruing hereunder, after notice, to the successor of the Developer, and in the event of conflicting demands being made upon the City for benefits accruing under this Agreement, then the City may at its option commence an action in interpleader joining any party claiming rights under the Agreement, or other parties which the City believes to be necessary or proper, and the City will be discharged from further liability upon paying the person or persons whom any Court having jurisdiction of such interpleaded action will determine.

**6. ENTIRE AGREEMENT**

- 6.1 This Agreement constitutes the entire agreement between the parties hereto with respect to the municipal share of the cost of DCC Construction Works, and supersedes any prior agreements, undertakings, declarations or representations, written or verbal, in respect thereof.
- 6.2 For greater certainty, the Developer shall not recover more for constructing a DCC Construction Work under this Agreement and the DCC Frontender Agreement than the DCC Construction Work costs the Developer.

**7. LAWS OF BRITISH COLUMBIA**

- 7.1 This Agreement will be interpreted under and is governed by the applicable laws of Canada and the Province of British Columbia.

**8. SEVERABILITY**

- 8.1 If any part of this Agreement is held to be invalid, illegal or unenforceable by a Court

{00444630; 1 }

having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

- 8.2 In the event that this Agreement in its entirety is held to be invalid, illegal or unenforceable by a Court having jurisdiction to do so, then this Agreement shall be severed from any other Agreement entered into between the City and the Developer, and all other Agreements entered into between the City and the Developer shall remain in force unaffected by that holding or by the severance of this Agreement.

**9. TIME IS OF ESSENCE**

9.1 Time is of the essence of this Agreement.

9.2 No provision of this Agreement is to be considered to have been waived by a party unless the waiver is expressed in writing by the party. The waiver by a party of any breach by another party of any provision is not to be construed as or constitute a waiver of any further or other breach.

**10. INTERPRETATION**

10.1 In this Agreement:

- (a) the headings and captions are for convenience only and do not form a part of this Agreement and will not be used to interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions;
- (b) the word "including" when following any general term or statement is not to be construed as limiting the general term or statement to the specific items or matters set forth or to similar terms or matters but rather as permitting it to refer to items or matters that could reasonably fall within its scope;
- (c) a reference to currency means Canadian currency;
- (d) a reference to time or date is to the local time or date in Courtenay, British Columbia;
- (e) a word importing the masculine gender includes the feminine or neuter, and a word importing the singular includes the plural and vice versa;
- (f) a reference to a statute includes every regulation made pursuant thereto, all amendments to the statute or to any such regulation in force from time to time and any statute or regulation that supplements or supersedes such statute or any such regulation;
- (g) a reference to approval, authorization, consent, designation, waiver or notice means written approval, authorization, consent, designation, waiver or notice; and

{00444630; 1 }

(h) a reference to a section means a section of this Agreement, unless a specific reference is provided to a statute.

**11. EXECUTION AND DELIVERY**

11.1 This Agreement may be executed in counterpart and such counterparts together shall constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), shall be equally effective as delivery of a manually executed counterpart hereof.

11.2 The Parties acknowledge and agree that in any legal proceedings between them respecting or in any way relating to this Agreement, each waives the right to raise any defense based on the execution hereof in counterparts or the delivery of such executed counterparts by electronic means.

**12. SCHEDULES**

12.1 The Schedules attached hereto, which form part of this Agreement, are as follows:

(a) Schedule "A" – Description of the DCC Construction Works, including estimated cost and Municipal Share.

**As evidence of their agreement to be bound by the terms of this Agreement, the Parties have executed this Agreement as follows:**

Dated this \_\_\_ day of \_\_\_\_\_, 2018 )  
 )  
**CITY OF COURTENAY** by its )  
authorized signatories: )  
 )  
\_\_\_\_\_)  
Mayor: )  
 )  
 )  
\_\_\_\_\_)  
Corporate Officer: )

Dated this \_\_\_ day of \_\_\_\_\_, 2018 )  
 )  
**Arden Projects Ltd.** by its authorized signatories: )  
 )  
\_\_\_\_\_)  
Name: )  
 )  
 )  
\_\_\_\_\_)  
Name: )

{00444630; 1 }

**SCHEDULE "A"**

**DCC CONSTRUCTION WORKS**

| <b>DCC PROJECT</b> | <b>SCOPE</b>   | <b>COST ESTIMATE</b> | <b>MUNICIPAL SHARE</b> |
|--------------------|--|----------------------|------------------------|
| <b>W9703</b>       | <b>ARDEN ROAD FROM THE INTERSECTION OF CUMBERLAND ROAD TO COPPERFIELD ROAD(245 METERS)</b> | <b>\$142,904.11</b>  | <b>\$72,166.58</b>     |

{00444630; 1 }



**CITY OF COURTENAY**  
**MUNICIPAL SHARE AGREEMENT –**  
**SPECIFIED WORKS**

**THIS AGREEMENT** dated for reference the \_\_\_ day of \_\_\_\_\_, 2018 is

**BETWEEN:**

**Arden Road Developments Ltd**  
4635A Madrona Pl  
Courtenay, B.C. V9N 9E7  
("Developer")

**AND:**

**CORPORATION OF THE CITY OF COURTENAY**, a City incorporated under the *Local Government Act*, SBC 2015, Chapter 1, and having its offices at 830 Cliffe Avenue, Courtenay, B.C. V9N 2J7

(the "City").

**GIVEN THAT:**

- A. the City is empowered to acquire, construct, equip, operate and maintain sewage interception, treatment and disposal facilities for providing the service of wastewater collection, treatment and disposal, potable water distribution services, storm sewer services, highway services and park services;
- B. under Section 508 of the *Local Government Act*, where a council has the responsibility of providing a service, the council may, by bylaw, under section 559 impose a development cost charge ("DCC") that is applicable within the municipality, and the municipality, under section 559, shall collect the charge in the manner provided for by bylaw;
- C. the City adopted "Development Cost Charges Bylaw No. 2840, 2016" for providing funds to assist the City to pay the capital cost of providing, altering or expanding the Transportation, Water, Sanitary Sewer, Drainage and Park system infrastructure to service directly or indirectly, development in respect of which the charges are imposed;
- D. the works that are the subject of the development cost charge bylaw include, inter alia, those certain works:
  - (1) described in Schedule A; and
  - (2) the cost of which is estimated in Schedule A;
- E. the City has not currently scheduled the construction of the DCC Construction Works,

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but the City wishes to encourage the Developer to undertake their construction, in whole or in part, in order to benefit the development on the Lands and anticipated development in the areas of the City that the City has concluded will also benefit from the construction of the DCC Construction Works;

- F. the Developer is constructing works and services other than DCC Construction Works on and adjacent to the Lands in accordance with City bylaws;
- G. the City wishes to contract with the Developer for the construction of the DCC Construction Works on the basis set out in this Agreement;
- H. the parties acknowledge and agree that “excess or extended services charges” or “latecomer charges” do not apply to the DCC Construction Works;
- I. the City’s Council has authorized this Agreement by bylaw;

NOW THEREFORE, in consideration of the above recitals, and in consideration of the promises exchanged below, the Parties to this Agreement agree with each other as follows:

**1. DEFINITIONS**

1.1 In this Agreement,

- (a) “**Agreement**” means this agreement and all attached Schedules.
- (b) “**Approving Officer**” means the officer appointed under section 77 of the *Land Title Act* to approve subdivision in the City of Courtenay,
- (c) “**Completion Date**” means December 31, 2018.
- (d) “**Council**” means the elected Council of the City.
- (e) “**Development Cost Charge**” or “**DCC**” means a charge imposed pursuant to the DCC Bylaw.
- (f) “**DCC Bylaw**” means the Development Cost Charges Bylaw No. 2840, 2016, enacted under section 559 of the *Local Government Act*, as amended from time to time.
- (g) “**DCC Construction Work**” means the project, to be constructed, as specified in Schedule A.
- (h) “**DCC Frontender Agreement**” means the agreement entered into by the parties, having a reference date of \_\_\_\_\_, 2018, pursuant to which the City agreed, subject to DCC credits and rebates owing to the Developer in accordance with the *Local Government Act*, to reimburse the Developer for the “growth” portion of the cost of completed DCC Construction Works covered by the DCC Bylaw.
- (i) “**Lands**” means the lands legally described as:

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Lot A, District Lot 230, Comox District, Plan 48707;

Parcel A (DD 10616N) of Lot 4, District Lot 230, Comox District, Plan 2152, Except That Part Shown Outlined in Red on Plan 688R and Except That Part in Plan 48707;

That Part of Parcel A (DD 10616N) of Lot 4, District Lot 230, Comox District, Plan 2152 Shown Outlined in Red on Plan 688R, Except Parts in Plans 6030 and 23672

- (j) **“Municipal Share”** means the “non-growth” and “municipal assist” portions of the costs of a DCC Construction Work, as set out in Schedule A.
- (k) **“Party”** means the City or the Developer, and **“Parties”** means both the City and the Developer.
- (l) **“Term”** means the period of time this Agreement is in effect, being one year from the reference date of this Agreement.

**2. CONSTRUCTION OF WORK(S)**

- 2.1 The Developer will construct and install the DCC Construction Works before the Completion date.

**3. PAYMENT OF NON-GROWTH SHARE OF DCC CONSTRUCTION WORK(S), IN THE EVENT OF LIABILITY**

- 3.1 Subject to sections 3.1 and 3.3, the City will reimburse the Developer for the construction of any DCC Construction Work(s) that the Developer proceeds to construct beyond the immediate frontage of the Lands, by paying the Developer:

- (a) an amount equal to the cost of the work certified by a registered professional engineer, less any amount the Developer is eligible to recover for the work under the DCC Frontender Agreement;

- 3.2 Notwithstanding section 3.1 hereof:

- (a) the City will only be responsible to reimburse the Developer in respect of the construction of a DCC Construction Work(s) if and to the extent that the Developer incurs costs in connection with the construction of the DCC Construction Work(s);
- (b) the amount of money payable to the Developer for the cost of constructing DCC Construction Works will be the capital cost of same (including all design and engineering costs) incurred by the Developer, net of any and all DCC credits and rebates or other DCC monies received by the Developer in connection with the subdivision or development;
- (c) design, engineering and construction costs of DCC Construction Works, if the

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works are designed, engineered and constructed by the Developer, will be reimbursed to the extent the design, engineering and construction costs:

- (i) are comparable with similar costs for similar infrastructure projects in similar locations; and
  - (ii) form part of the calculations under which the DCC Bylaw was based;
- (d) the City will only be responsible to reimburse the Developer in respect of the construction of a DCC Construction Work if and to the extent that the Developer delivers to the City written evidence satisfactory to the City's Director of Development Services, acting reasonably, of the cost of the work; and
- (e) despite any other provision of this Agreement, the maximum potential cost recovery by the Developer under this and any other DCC Construction Works Municipal Share Agreement that may be entered into between the City and the Developer in respect of the Lands collectively is \$41,239.94.
- 3.3 Notwithstanding sections 3.1 and 3.2 hereof at the expiry of the Term no further monies will be payable by the City to the Developer pursuant to this Agreement, except to the extent that such monies had become payable by the City prior to the expiry of the Term of this Agreement.
- 3.4 The City will pay the Developer at the address of the Developer as set forth in section 4.1(a) or at such other address as the Developer will provide by registered mail. If the said payments are returned to the City unclaimed by the Developer, and if the City is unable to locate the Developer before the expiry of the Term after all reasonable efforts, then the City will hold all monies collected until the expiry of the Term. After the expiry of the Term the City will retain such unclaimed funds forever.

#### 4. NOTICES

- 4.1 Any notice, demand, acceptance or request required to be given hereunder in writing will be deemed to be given if either personally delivered or mailed by registered mail, postage prepaid (at any time other than during a general discontinuance of postal services due to a strike, lockout or otherwise) and addressed to:

- (a) The Developer is:

Arden Road Developments Ltd  
4635A Madrona Pl  
Courtenay, B.C. V9N 9E7  
Attention: Wayne Rideout

or such change of address as the Developer has, by written notification, forwarded to the City, and

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(b) The City as follows

830 Cliffe Avenue  
Courtenay, BC V9N 2J7

Attention: Director of Development Services

or such change of address as the City has, by written notification, forwarded to the Developer.

4.2 Any notice will be deemed to have been given to and received by the party to which it is addressed:

(a) if delivered, on the date of delivery; or

(b) if mailed, then on the fifth (5th) day after the mailing thereof.

#### **5. BINDING ON SUCCESSORS**

5.1 It is agreed by and between the parties hereto that this Agreement will be enforceable by and against the parties, and their successors and assigns.

5.2 The Developer will not assign or transfer its interest in this Agreement without the prior written consent of the City, which consent will not be withheld by the City unless the proposed assignee is in bankruptcy or receivership.

5.3 In the event of the assignment or transfer of the rights of the Developer voluntarily, or by operation of law, the City will pay any benefits accruing hereunder, after notice, to the successor of the Developer, and in the event of conflicting demands being made upon the City for benefits accruing under this Agreement, then the City may at its option commence an action in interpleader joining any party claiming rights under the Agreement, or other parties which the City believes to be necessary or proper, and the City will be discharged from further liability upon paying the person or persons whom any Court having jurisdiction of such interpleaded action will determine.

#### **6. ENTIRE AGREEMENT**

6.1 This Agreement constitutes the entire agreement between the parties hereto with respect to the municipal share of the cost of DCC Construction Works, and supersedes any prior agreements, undertakings, declarations or representations, written or verbal, in respect thereof.

6.2 For greater certainty, the Developer shall not recover more for constructing a DCC Construction Work under this Agreement and the DCC Frontender Agreement than the DCC Construction Work costs the Developer.

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**7. LAWS OF BRITISH COLUMBIA**

7.1 This Agreement will be interpreted under and is governed by the applicable laws of Canada and the Province of British Columbia.

**8. SEVERABILITY**

8.1 If any part of this Agreement is held to be invalid, illegal or unenforceable by a Court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

8.2 In the event that this Agreement in its entirety is held to be invalid, illegal or unenforceable by a Court having jurisdiction to do so, then this Agreement shall be severed from any other Agreement entered into between the City and the Developer, and all other Agreements entered into between the City and the Developer shall remain in force unaffected by that holding or by the severance of this Agreement.

**9. TIME IS OF ESSENCE**

9.1 Time is of the essence of this Agreement.

9.2 No provision of this Agreement is to be considered to have been waived by a party unless the waiver is expressed in writing by the party. The waiver by a party of any breach by another party of any provision is not to be construed as or constitute a waiver of any further or other breach.

**10. INTERPRETATION**

10.1 In this Agreement:

- (a) the headings and captions are for convenience only and do not form a part of this Agreement and will not be used to interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions;
- (b) the word "including" when following any general term or statement is not to be construed as limiting the general term or statement to the specific items or matters set forth or to similar terms or matters but rather as permitting it to refer to items or matters that could reasonably fall within its scope;
- (c) a reference to currency means Canadian currency;
- (d) a reference to time or date is to the local time or date in Courtenay, British Columbia;
- (e) a word importing the masculine gender includes the feminine or neuter, and a word importing the singular includes the plural and vice versa;
- (f) a reference to a statute includes every regulation made pursuant thereto, all amendments to the statute or to any such regulation in force from time to time

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\_\_\_\_\_)  
Name: )  
\_\_\_\_\_)  
Name: )

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**SCHEDULE "A"**

**DCC CONSTRUCTION WORKS**

| <b>DCC PROJECT</b>       | <b>SCOPE</b>   | <b>COST ESTIMATE</b> | <b>MUNICIPAL SHARE</b> |
|--------------------------|--|----------------------|------------------------|
| <b>ARDEN SOUTH TRUNK</b> | <b>ARDEN ROAD FROM END OF EXISTING SANITARY MAIN FROM MANHOLE 2-703 TO 42.3 METERS DOWNSTREAM OF MANHOLE SMH 2-704 (168.73 METERS)</b> | <b>\$138,428.82</b>  | <b>\$22,053.86</b>     |
| <b>W9703</b>             | <b>ARDEN ROAD FROM BROOKFIELD DRIVE TO 28 METERS SOUTH OF HYDRANT C3185(174.8 METERS)</b>  | <b>\$125,445.99</b>  | <b>\$19,186.08</b>     |

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**THE CORPORATION OF THE CITY OF COURTENAY**

**BYLAW NO. 2947, 2018**

**A bylaw to amend City of Courtenay Fees and Charges Bylaw No. 1673, 1992**

WHEREAS pursuant to Section 194 of the *Community Charter*, a Council may impose fees with respect to all or part of a service of the municipality, the use of municipal property, or the exercise of authority to regulate, prohibit or impose requirements;

AND WHEREAS the Council of the City of Courtenay has established parks and recreation as a municipal service;

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

1. This bylaw may be cited for all purposes as **“City of Courtenay Fees and Charges Amendment Bylaw No. 2947, 2018.”**
2. That “City of Courtenay Fees and Charges Bylaw No. 1673, 1992” be amended as follows:
  - (a) That Schedule of Fees and Charges, Section IV, Appendix I “Recreation Facility Rental and User Fees” be hereby repealed and substituted therefore by the following attached hereto and forming part of this bylaw:

“Schedule of Fees and Charges Section IV, Appendix I – Recreation Facility Rental and User Fees”
3. This bylaw shall come into effect upon final adoption hereof.

Read a first time this            day of            , 2018

Read a second time this        day of            , 2018

Read a third time this         day of            , 2018

Finally passed and adopted this    day of            , 2018

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Corporate Officer

**SCHEDULE OF FEES AND CHARGES**  
**CITY OF COURTENAY FEES AND CHARGES AMENDMENT BYLAW 2947, 2018**  
**SECTION IV, APPENDIX I**  
**RECREATION FACILITY RENTAL AND USER FEES**

| <b>Facility</b>                       | <b>Hourly</b> | <b>Daily</b> | <b>Per Use</b> | <b>Minor</b>     | <b>Minor Day</b> | <b>Adult Game</b>            | <b>Adult Practice</b> |
|---------------------------------------|---------------|--------------|----------------|------------------|------------------|------------------------------|-----------------------|
| <b>Playing Fields</b>                 |               |              |                |                  |                  |                              |                       |
| <b>Lewis Park</b>                     |               |              |                |                  |                  |                              |                       |
| <i>Field, soccer/football/rugby</i>   |               |              |                | N/C              |                  | \$33.75                      | \$16.75               |
| <i>½ Field, soccer/football/rugby</i> |               |              |                | N/C              |                  | N/A                          | \$8.50                |
| <i>Horseshoe Pits</i>                 |               |              |                | N/C              |                  | N/C                          | N/C                   |
| <i>Tennis Courts</i>                  |               |              |                | N/C              |                  | N/C                          | N/C                   |
| <i>Ball Diamonds</i>                  |               |              |                | N/C              |                  | \$23.50                      | \$9.50                |
| <i>Tournaments/Special Events</i>     |               | \$42.50      |                |                  | \$16.00          |                              |                       |
| <i>Lights - Minor ½ Field</i>         | \$2.75        |              |                |                  |                  |                              |                       |
| <i>Lights - Minor Full Field</i>      | \$5.50        |              |                |                  |                  |                              |                       |
| <i>Lights - Adult ½ Field</i>         | \$5.50        |              |                |                  |                  |                              |                       |
| <i>Lights - Adult Full Field</i>      | \$10.75       |              |                |                  |                  |                              |                       |
| <i>Showers</i>                        |               |              | \$32.50        | <i>Community</i> | \$35.75          | <i>Private or Commercial</i> |                       |
| <b>Bill Moore Park</b>                |               |              |                |                  |                  |                              |                       |
| <i>Field, soccer/football/rugby</i>   |               |              |                | N/C              |                  | \$33.75                      | \$16.75               |
| <i>½ Field, soccer/football/rugby</i> |               |              |                | N/C              |                  |                              | \$8.50                |
| <i>Ball Diamonds</i>                  |               |              |                | N/C              |                  | \$21.50                      | \$8.50                |
| <i>Tournaments/Special Events</i>     |               | \$42.50      |                |                  | \$16.00          |                              |                       |
| <i>Lights - Minor ½ Field</i>         | \$2.75        |              |                |                  |                  |                              |                       |
| <i>Lights - Minor Full Field</i>      | \$5.50        |              |                |                  |                  |                              |                       |
| <i>Lights - Adult ½ Field</i>         | \$5.50        |              |                |                  |                  |                              |                       |
| <i>Lights - Adult Full Field</i>      | \$10.75       |              |                |                  |                  |                              |                       |
| <i>Showers</i>                        |               |              | \$32.50        | <i>Community</i> | \$35.75          | <i>Private or Commercial</i> |                       |
| <b>Martin Park</b>                    |               |              |                |                  |                  |                              |                       |
| <i>Field 1</i>                        |               |              |                | N/C              |                  |                              | \$8.50                |
| <i>Hockey Box</i>                     |               |              |                | N/C              | N/C              | \$29.75                      |                       |
| <i>Ball Diamonds</i>                  |               |              |                | N/C              | N/C              |                              | Prohibited            |
| <i>Tournaments/Special Events</i>     |               |              |                |                  | \$16.00          |                              | Prohibited            |
| <b>Puntledge Park</b>                 |               |              |                |                  |                  |                              |                       |
| <i>Field, soccer/football/rugby</i>   |               |              |                | N/C              | N/C              |                              | \$8.50                |
| <i>½ Field, soccer/football/rugby</i> |               |              |                | N/C              | N/C              |                              |                       |
| <i>Ball Diamonds</i>                  |               |              |                | N/C              | N/C              | \$12.75                      | \$7.50                |

| <b>Facility</b>                       | <b>Hourly</b> | <b>Daily</b> | <b>Per Use</b> | <b>Minor</b>     | <b>Minor Day</b> | <b>Adult Game</b>            | <b>Adult Practice</b> |
|---------------------------------------|---------------|--------------|----------------|------------------|------------------|------------------------------|-----------------------|
| <b>Playing Fields</b>                 |               |              |                |                  |                  |                              |                       |
| <b>Valley View</b>                    |               |              |                |                  |                  |                              |                       |
| <i>Field, soccer/football/rugby</i>   |               |              |                | N/C              | N/C              | \$33.75                      | \$16.50               |
| <i>½ Field, soccer/football/rugby</i> |               |              |                | N/C              | N/C              |                              | \$8.50                |
| <i>Ball Diamonds</i>                  |               |              |                | N/C              | N/C              | \$21.50                      | \$8.50                |
| <i>Tournaments/Special Events</i>     |               | \$42.50      |                |                  | \$16.00          |                              |                       |
| <i>Showers</i>                        |               |              | \$32.50        | <i>Community</i> | \$35.75          | <i>Private or Commercial</i> |                       |
| <b>Woodcote</b>                       |               |              |                |                  |                  |                              |                       |
| <i>Field, soccer/football/rugby</i>   |               |              |                | N/C              | N/C              | \$33.75                      | \$16.75               |
| <i>½ Field, soccer/football/rugby</i> |               |              |                | N/C              | N/C              |                              | \$8.50                |
| <i>Tournaments/Special Events</i>     |               | \$42.50      |                |                  | \$16.00          |                              |                       |
| <b>Arden</b>                          |               |              |                |                  |                  |                              |                       |
| <i>Fields 1 &amp; 2</i>               |               |              |                | N/C              | N/C              | \$12.75                      | \$7.50                |
| <i>½ Field</i>                        |               |              |                |                  |                  |                              | \$8.50                |
| <i>Tournaments/Special Events</i>     |               | N/C          |                |                  | N/C              |                              |                       |
| <b>Courtenay Elementary</b>           |               |              |                |                  |                  |                              |                       |
| <i>Fields 1 &amp; 2</i>               |               |              |                | N/C              |                  | Prohibited                   |                       |
| <i>½ Field</i>                        |               |              |                |                  |                  |                              |                       |
| <b>Queneesh</b>                       |               |              |                |                  |                  |                              |                       |
| <i>Fields 1 &amp; 2</i>               |               | \$31.75      |                | N/C              | \$16.00          | \$33.75                      | \$16.75               |
| <i>½ Field</i>                        |               |              |                | N/C              |                  |                              | \$8.50                |
| <b>Glacier View</b>                   |               |              |                |                  |                  |                              |                       |
| <i>Fields 1 &amp; 2</i>               |               |              |                | N/C              | N/C              | \$12.75                      | \$8.50                |
| <i>½ Field</i>                        |               |              |                | N/C              | N/C              |                              | \$7.50                |
| <b>G.P. Vanier</b>                    |               |              |                |                  |                  |                              |                       |
| <i>Fields 1, 2 &amp; 3</i>            |               | \$38.00      |                | N/C              | \$16.00          |                              | \$16.75               |
| <i>½ Field</i>                        |               |              |                | N/C              |                  |                              | \$8.50                |
| <i>Lights - Minor Full Field</i>      | \$5.50        |              |                |                  |                  |                              |                       |
| <i>Lights - Adult Full Field</i>      | \$10.50       |              |                |                  |                  |                              |                       |
| <i>Field, soccer/football/rugby</i>   |               |              |                |                  |                  | \$33.75                      |                       |
| <i>Ball Diamonds</i>                  |               |              |                |                  |                  |                              | \$12.75               |
| <i>Ball Diamonds - ½ practice</i>     |               |              |                |                  |                  |                              | \$7.50                |
| <b>Huband Park</b>                    |               |              |                |                  |                  |                              |                       |
| <i>Field 1</i>                        |               |              |                | N/C              | N/C              | Prohibited                   |                       |
| <i>½ Field</i>                        |               |              |                | N/C              | N/C              |                              |                       |

**SCHEDULE OF FEES AND CHARGES  
CITY OF COURTENAY FEES AND CHARGES AMENDMENT BYLAW 2947, 2018  
SECTION IV, APPENDIX I  
RECREATION FACILITY RENTAL AND USER FEES**

| Facility                            | Hourly | Daily   | Per Use | Minor | Minor<br>Day | Adult<br>Game | Adult<br>Practice |
|-------------------------------------|--------|---------|---------|-------|--------------|---------------|-------------------|
| <b>Playing Fields</b>               |        |         |         |       |              |               |                   |
| <b>Isfeld Senior</b>                |        |         |         |       |              |               |                   |
| <i>Field 1</i>                      |        | \$38.00 |         | N/C   | \$16.00      | \$33.75       | \$16.75           |
| <i>½ Field</i>                      |        |         |         | N/C   |              |               | \$8.50            |
| <b>Lake Trail - Upper</b>           |        |         |         |       |              |               |                   |
| <i>Field 1</i>                      |        |         |         | N/C   |              |               |                   |
| <i>½ Field</i>                      |        |         |         | N/C   |              |               | \$8.50            |
| <i>Field, soccer/football/rugby</i> |        |         |         |       |              | \$33.75       | \$16.75           |
| <i>Ball Diamonds</i>                |        | \$31.75 |         |       | \$16.00      | \$12.75       |                   |
| <i>Ball Diamonds - ½ practice</i>   |        |         |         |       |              |               | \$7.50            |
| <b>Lake Trail - Lower</b>           |        |         |         |       |              |               |                   |
| <i>Field 1</i>                      |        |         |         | N/C   |              |               |                   |
| <i>½ Field</i>                      |        |         |         | N/C   |              |               | \$8.50            |
| <i>Field, soccer/football/rugby</i> |        |         |         |       |              | \$33.75       | \$16.75           |
| <i>Ball Diamonds</i>                |        | \$31.75 |         |       | \$16.00      | \$12.75       |                   |
| <i>Ball Diamonds - ½ practice</i>   |        |         |         |       |              |               | \$7.50            |

**SCHEDULE OF FEES AND CHARGES**  
**CITY OF COURTENAY FEES AND CHARGES AMENDMENT BYLAW 2947, 2018**  
**SECTION IV, APPENDIX I**  
**RECREATION FACILITY RENTAL AND USER FEES**

| Facility  | Hourly           | Daily            | Per Use  |
|---|------------------|------------------|----------|
| <b>Simms Millenium Park</b>                                       |                  |                  |          |
| <b>Rotary Centennial Pavilion</b>                                 |                  |                  |          |
| <i>Sponsored</i>  | No Chg           | No Chg           |          |
| <i>Sponsored w/Vending</i>  |                  | To be negotiated |          |
| <i>Sponsored w/PA</i>   |                  |                  | \$30.50  |
| <i>Community</i>  | \$21.50          | \$106.00         |          |
| <i>Community w/Vending</i>  | \$26.50          | \$132.50         |          |
| <i>Community w/PA</i>   |                  |                  | \$31.00  |
| <i>Private</i>  | \$26.50          | \$132.50         |          |
| <i>Private w/Vending</i>  | \$31.50          | \$159.00         |          |
| <i>Private w/PA</i>   |                  |                  | \$36.50  |
| <i>Commercial</i>   | \$79.50          | \$398.00         |          |
| <i>Commercial w/Vending</i>                                       | \$90.00          | \$447.25         |          |
| <i>Commercial w/ PA</i>   |                  |                  | \$104.00 |
| <b>Knights of Columbus BBQ</b>                                    |                  |                  |          |
| <i>Community</i>  |                  |                  | \$21.50  |
| <i>Private</i>  |                  |                  | \$31.50  |
| <i>Commercial</i>   |                  |                  | \$53.00  |
| <b>Park Booking (non-playing field)</b>                           |                  |                  |          |
| <i>Charity Events</i>   | No Chg           | No Chg           |          |
| <i>Community</i>  | \$10.75          | \$53.00          |          |
| <i>Private</i>  | \$15.75          | \$79.00          |          |
| <i>Major Events</i>   | To be negotiated |                  |          |
| <b>Courtenay Parks</b>  |                  |                  |          |
| Excluding: Puntledge, Harmston, Courtenay<br>Riverway/Marina Park |                  |                  |          |
| <b>Park Booking (non-playing field)</b>                           |                  |                  |          |
| <i>Charity Events</i>   | No Chg           | No Chg           |          |
| <i>Community</i>  | \$10.75          | \$53.00          |          |
| <i>Private</i>  | \$15.75          | \$79.00          |          |
| <i>Major Events</i>   | To be negotiated |                  |          |

| <b>Facility</b>                        | <b>Hourly</b> | <b>Daily</b> | <b>Per Use</b> |
|--|---------------|--------------|----------------|
| <b>Memorial Pool</b>                   |               |              |                |
| <i>Community 100 - 150 people</i>      | \$140.25      |              |                |
| <i>Community 50 - 99 people</i>        | \$119.75      |              |                |
| <i>Community 49 people &amp; under</i> | \$89.25       |              |                |
| <i>Commercial 50 - 100 people</i>      | \$234.50      |              |                |
| <i>Private 100 - 150 people</i>        | \$176.00      |              |                |
| <i>Private 50 - 99 people</i>          | \$145.25      |              |                |
| <i>Private 49 people &amp; under</i>   | \$125.00      |              |                |
| <i>Schools 100 - 150 people</i>        | \$119.75      |              |                |
| <i>Schools 50 - 99 people</i>          | \$94.25       |              |                |
| <i>Schools 49 people &amp; under</i>   | \$68.75       |              |                |
| <i>Bday Party ½ pool under 30 ppl</i>  | \$68.75       |              |                |
| <i>Bday Party pool under 60 ppl</i>    | \$125.00      |              |                |
| <b>Florence Filberg Centre</b>         |               |              |                |
| <b>Conference Hall</b>                 |               |              |                |
| <i>Community</i>                       | \$57.00       | \$525.25     |                |
| <i>Private</i>                         | \$67.50       | \$702.25     |                |
| <i>Commercial</i>                      | \$99.00       | \$827.25     |                |
| <b>½ Conference Hall</b>               |               |              |                |
| <i>Community</i>                       | \$30.50       | \$265.25     |                |
| <i>Private</i>                         | \$35.50       | \$317.25     |                |
| <i>Commercial</i>                      | \$51.50       | \$421.25     |                |
| <b>Upper Kitchen (w/Hall)</b>          | \$52.00       |              |                |
| <b>Upper Kitchen (by itself)</b>       |               | \$154.00     |                |
| <b>Soroptimist Lounge</b>              |               |              |                |
| <i>Community</i>                       | \$16.50       | \$48.00      |                |
| <i>Private</i>                         | \$25.00       | \$64.50      |                |
| <i>Commercial</i>                      | \$35.50       | \$88.50      |                |
| <b>Rotary Hall</b>                     |               |              |                |
| <i>Community</i>                       | \$25.00       | \$296.50     |                |
| <i>Private</i>                         | \$37.50       | \$374.50     |                |
| <i>Commercial</i>                      | \$56.00       | \$437.00     |                |
| <b>½ Rotary Hall</b>                   |               |              |                |
| <i>Community</i>                       | \$14.50       | \$151.00     |                |
| <i>Private</i>                         | \$20.50       | \$182.00     |                |
| <i>Commercial</i>                      | \$30.00       | \$208.00     |                |
| <b>Evergreen Lounge</b>                |               |              |                |
| <i>Community</i>                       | \$25.00       | \$80.00      |                |
| <i>Private</i>                         | \$37.50       | \$120.50     |                |
| <i>Commercial</i>                      | \$56.00       | \$203.00     |                |



**SCHEDULE OF FEES AND CHARGES**  
**CITY OF COURTENAY FEES AND CHARGES AMENDMENT BYLAW 2947, 2018**  
**SECTION IV, APPENDIX I**  
**RECREATION FACILITY RENTAL AND USER FEES**

| Facility                         | Hourly              | Daily    | Per Use |
|----------------------------------|---------------------|----------|---------|
| <b>Florence Filberg Centre</b>   |                     |          |         |
| <b>Craft Room</b>                |                     |          |         |
| <i>Community</i>                 | \$16.50             | \$48.00  |         |
| <i>Private</i>                   | \$25.00             | \$64.50  |         |
| <i>Commercial</i>                | \$35.50             | \$88.50  |         |
| <b>Lower Kitchen (w/ Hall)</b>   | \$37.50             |          |         |
| <b>Lower Kitchen (by itself)</b> |                     | \$78.00  |         |
| <b>Native Sons Hall</b>          |                     |          |         |
| <b>Grand Hall</b>                |                     |          |         |
| <i>Community</i>                 | \$38.50             | \$369.25 |         |
| <i>Private</i>                   | \$50.00             | \$515.00 |         |
| <i>Commercial</i>                | \$66.50             | \$671.00 |         |
| <b>Upper Kitchen (w/Hall)</b>    | \$52.00             |          |         |
| <b>Upper Kitchen (by itself)</b> |                     | \$154.00 |         |
| <b>Balcony/Mezzanine</b>         |                     |          |         |
| <i>Community</i>                 | <b>For Staff or</b> |          |         |
| <i>Private</i>                   | <b>decoration</b>   |          |         |
| <i>Commercial</i>                | <b>use ONLY</b>     |          |         |
| <b>Dining Room</b>               |                     |          |         |
| <i>Community</i>                 | \$20.00             | \$99.00  |         |
| <i>Private</i>                   | \$28.00             | \$120.50 |         |
| <i>Commercial</i>                | \$36.50             | \$166.50 |         |
| <b>Lodge Room</b>                |                     |          |         |
| <i>Community</i>                 | \$20.00             | \$131.00 |         |
| <i>Private</i>                   | \$28.00             | \$154.00 |         |
| <i>Commercial</i>                | \$36.50             | \$195.50 |         |
| <b>Lodge &amp; Dining Room</b>   |                     |          |         |
| <i>Community</i>                 | \$38.50             | \$229.00 |         |
| <i>Private</i>                   | \$50.00             | \$275.50 |         |
| <i>Commercial</i>                | \$63.50             | \$364.00 |         |
| <b>Lower Kitchen (w/Hall)</b>    | \$37.50             |          |         |
| <b>Lower Kitchen (by itself)</b> |                     | \$78.00  |         |
| <b>Parlour Room</b>              |                     |          |         |
| <i>Community</i>                 | \$20.00             | \$39.50  |         |
| <i>Private</i>                   | \$28.00             | \$58.00  |         |
| <i>Commercial</i>                | \$36.50             | \$72.00  |         |

**SCHEDULE OF FEES AND CHARGES  
CITY OF COURTENAY FEES AND CHARGES AMENDMENT BYLAW 2947, 2018  
SECTION IV, APPENDIX I  
RECREATION FACILITY RENTAL AND USER FEES**

| Facility                        | Hourly  | Daily | Per Use |
|---------------------------------|---------|-------|---------|
| <b>Lewis Centre</b>             |         |       |         |
| <i>Community</i>                | \$26.00 |       |         |
| <i>Private</i>                  | \$38.50 |       |         |
| <i>Commercial</i>               | \$58.25 |       |         |
| <b>Gym</b>                      |         |       |         |
| <i>Community</i>                | \$29.00 |       |         |
| <i>Private</i>                  | \$38.50 |       |         |
| <i>Commercial</i>               | \$69.00 |       |         |
| <b>Change Rooms/Showers</b>     |         |       |         |
| <i>Community</i>                |         |       | \$32.50 |
| <i>Private</i>                  |         |       | \$35.75 |
| <i>Commercial</i>               |         |       | \$35.75 |
| <b>Multi Purpose Hall</b>       |         |       |         |
| <i>Community</i>                | \$29.00 |       |         |
| <i>Private</i>                  | \$38.50 |       |         |
| <i>Commercial</i>               | \$69.00 |       |         |
| <b>½ Multi Purpose Hall</b>     |         |       |         |
| <i>Community</i>                | \$16.50 |       |         |
| <i>Private</i>                  | \$22.00 |       |         |
| <i>Commercial</i>               | \$37.50 |       |         |
| <b>Multi Purpose Concession</b> |         |       |         |
| <i>Community</i>                |         |       | \$28.00 |
| <i>Private</i>                  |         |       | \$31.75 |
| <i>Commercial</i>               |         |       | \$48.00 |
| <b>Meeting Room</b>             |         |       |         |
| <i>Community</i>                | \$16.50 |       |         |
| <i>Private</i>                  | \$24.00 |       |         |
| <i>Commercial</i>               | \$35.50 |       |         |
| <b>Craft Room A /B</b>          |         |       |         |
| <i>Community</i>                | \$16.50 |       |         |
| <i>Private</i>                  | \$24.00 |       |         |
| <i>Commercial</i>               | \$35.50 |       |         |
| <b>Nursery School</b>           |         |       |         |
| <i>Community</i>                | \$16.75 |       |         |
| <i>Private</i>                  | \$24.00 |       |         |
| <i>Commercial</i>               | \$35.00 |       |         |
| <b>Upstairs Gallery A/B</b>     |         |       |         |
| <i>Community</i>                | \$11.50 |       |         |
| <i>Private</i>                  | \$17.50 |       |         |
| <i>Commercial</i>               | \$22.00 |       |         |

**SCHEDULE OF FEES AND CHARGES**  
**CITY OF COURTENAY FEES AND CHARGES AMENDMENT BYLAW 2947, 2018**  
**SECTION IV, APPENDIX I**  
**RECREATION FACILITY RENTAL AND USER FEES**

| Facility                           | Hourly  | Daily    | Per Use |
|------------------------------------|---------|----------|---------|
| <b>Park Outbuildings</b>           |         |          |         |
| <b>Tsolum Building</b>             |         |          |         |
| <i>Community</i>                   | \$16.50 |          |         |
| <i>Private</i>                     | \$24.00 |          |         |
| <i>Commercial</i>                  | \$35.00 |          |         |
| <b>Salish Building</b>             |         |          |         |
| <i>Community</i>                   | \$16.50 |          |         |
| <i>Private</i>                     | \$24.00 |          |         |
| <i>Commercial</i>                  | \$35.00 |          |         |
| <b>Lawn Bowling Building</b>       |         |          |         |
| <i>Community</i>                   | \$16.50 |          |         |
| <i>Private</i>                     | \$24.00 |          |         |
| <i>Commercial</i>                  | \$35.00 |          |         |
| <b>Lawn Bowling Bldg w/Kitchen</b> |         |          |         |
| <i>Community</i>                   | \$25.75 |          |         |
| <i>Private</i>                     | \$33.25 |          |         |
| <i>Commercial</i>                  | \$44.00 |          |         |
| <b>Bill Moore Fieldhouse</b>       |         |          |         |
| <i>Community</i>                   | \$11.50 |          |         |
| <i>Private</i>                     | \$17.00 |          |         |
| <i>Commercial</i>                  | \$22.00 |          |         |
| <b>Valley View Clubhouse</b>       |         |          |         |
| <i>Community</i>                   | \$16.50 |          |         |
| <i>Private</i>                     | \$24.00 |          |         |
| <i>Commercial</i>                  | \$35.00 |          |         |
| <b>LINC Youth Centre</b>           |         |          |         |
| <b>Skatepark</b>                   |         |          |         |
| <i>Community</i>                   | \$32.25 | \$96.00  |         |
| <i>Private</i>                     | \$43.00 | \$127.50 |         |
| <b>Games Room</b>                  |         |          |         |
| <i>Community</i>                   | \$32.25 | \$96.00  |         |
| <i>Private</i>                     | \$43.00 | \$127.50 |         |
| <i>Youth</i>                       | \$26.50 | \$80.00  |         |
| <b>Multi-Purpose Room</b>          |         |          |         |
| <i>Community</i>                   | \$15.00 | \$44.00  |         |
| <i>Private</i>                     | \$22.50 | \$66.50  |         |
| <i>Youth</i>                       | \$10.75 | \$32.25  |         |
| <b>LINC Office</b>                 |         |          |         |
| <i>Community</i>                   | \$10.25 | \$30.75  |         |
| <i>Private</i>                     | \$15.50 | \$46.00  |         |

**SCHEDULE OF FEES AND CHARGES  
 CITY OF COURTENAY FEES AND CHARGES AMENDMENT BYLAW 2947, 2018  
 SECTION IV, APPENDIX I  
 RECREATION FACILITY RENTAL AND USER FEES**

| Facility                  | Hourly  | Daily | Per Use |
|---------------------------|---------|-------|---------|
| <b>LINC Youth Centre</b>  |         |       |         |
| <b>EQUIPMENT USE</b>      | \$10.65 |       |         |
| <b>Facility Charges</b>   |         |       |         |
| <b>Custodial Recovery</b> | \$37.50 |       |         |

**THE CORPORATION OF THE CITY OF COURTENAY**

**BYLAW NO. 2942**

**A bylaw to amend Business Licence Bylaw No. 2523, 2008**

WHEREAS the Council of the City of Courtenay has the authority under the provisions of the Community Charter to amend the Business Licence Bylaw No. 2523, 2008

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 **“Business Licence amendment Bylaw No. 2942, 2018”**.

2. Business Licence Bylaw No. 2523, 2008 is hereby amended by:

(1) Adding the following to Section 1.2 Definitions:

*“Business”* carrying on a commercial or industrial activity or undertaking of any kind, and providing professional, personal or other services for the purpose of gain or profit.

*“Cannabis”* has the same meaning as in the Cannabis Act (Canada), subject to any prescribed modifications.

*“Cannabis Production Facility”*  
means a business involved in any of the following: cultivating, growing, producing, packaging or storing cannabis or its derivatives

*“Storefront Cannabis Retailer”*  
means a premises where cannabis is sold or otherwise provided to a person who attends at the premises.

(2) Deleting from Section 2.4 the following wording:

A business licence is not a representation or warranty that the licenced business complies with the bylaws of the City or any other regulations or standards.

and replacing it with:

“Every business shall comply with all federal, provincial and municipal laws, bylaws and regulations. However issuance of a licence by the City is not a representation that a business is compliant with federal, provincial and municipal laws, bylaws and regulations.”

(3) Inserting a new; “SECTION 11- STOREFRONT CANNABIS RETAILERS” as follows

11.1 Every “Storefront Cannabis Retailer” must:

- (a) only be open for business between the hours of 9am and 11pm;
- (b) install and maintain an air filtration system that effectively minimizes odour impacts on neighbouring properties;
- (c) not display any advertising or sign that is visible from the outside of the premises except for a maximum of two signs which display no images and contain only:
  - i. alpha-numeric characters,
  - ii. the business name, and
  - iii. is in a size as permitted under the City’s Sign Bylaw
- (d) not install security bars that are located within one meter of a window which may be seen outside of the premises; and
- (e) not install roll down or other shutters, which may be seen outside of the premises

(4) Inserting the Business Category “Cannabis Production Facility” to Schedule “A” in alphabetical order with a fee of \$5,000.00

(5) Inserting the Business Category “Storefront Cannabis Retailer” to Schedule “A” in alphabetical order with a fee of \$2,500.00

**3.** This Bylaw shall come into effect upon final adoption hereof:

Read a first time this 15<sup>th</sup> day of October, 2018

Read a second time this 15<sup>th</sup> day of October, 2018

Read a third time this 15<sup>th</sup> day of October, 2018

Notice published pursuant to Section 59 of the *Community Charter* on the 8<sup>th</sup> day of November and the 13<sup>th</sup> day of November, 2018

Finally passed and adopted this                      day of                      2018

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Corporate Officer

**THE CORPORATION OF THE CITY OF COURTENAY**

**BYLAW NO. 2943**

**A bylaw to authorize expenditures from the Highway Facilities Development Cost Charge Reserve Fund.**

WHEREAS the City of Courtenay established Development Cost Charge Reserve Fund Bylaw No. 2755 for the purpose of depositing funds collected into separate reserves for each purpose for which development cost charges are imposed;

AND WHEREAS the Council of the City of Courtenay deems it desirable to provide for the expenditure of funds from the Highway Facilities Development Cost Charge Reserve Fund;

AND WHEREAS Section 566 of the *Local Government Act* provides that Council may, by bylaw, authorize the expenditure of funds from development cost charge reserves for the purpose of paying the capital costs of providing, constructing, altering or expanding highway facilities that relate directly or indirectly to the development in respect of which the charge was collected;

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 **“Development Cost Charge Reserve Fund Expenditure Bylaw No. 2943, 2018”**.
2. A sum of \$114,230.04 is hereby appropriated from the Development Cost Charge (roads) reserve fund for the purpose of applying such sum towards the cost of the following capital project:
  - a) DCC Project No. R1 – First St. from Arden Rd. to Willemar Ave.

3. This Bylaw shall come into effect upon final adoption hereof:

Read a first time this 15<sup>th</sup> day of October, 2018

Read a second time this 15<sup>th</sup> day of October, 2018

Read a third time this 15<sup>th</sup> day of October, 2018

Finally passed and adopted this                      day of                      2018

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Mayor

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Corporate Officer

