

**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: December 03, 2018
PLACE: City Hall Council Chambers
TIME: 4:00 p.m.

K'OMOKS FIRST NATION ACKNOWLEDGEMENT

1.00 ADOPTION OF MINUTES

- 1 1. Adopt November 19th, 2018 Regular Council meeting minutes
- 9 2. Adopt November 26th, 2018 Committee of the Whole meeting minutes

2.00 INTRODUCTION OF LATE ITEMS

3.00 DELEGATIONS

- 11 1. Bruce Gibbons, Merville Water Guardians
- 15 2. Deborah Griffiths, Courtenay & District Museum
- 17
 - Letter to Council
 - Annual Report

4.00 STAFF REPORTS/PRESENTATIONS

(a) Development Services

- 21 1. Zoning Amendment Bylaw No. 2948 - 1625 McPhee Avenue

5.00 EXTERNAL REPORTS AND CORRESPONDENCE FOR INFORMATION

- 29 1. Association of Vancouver Island and Coastal Communities (AVICC)
 - 33 • 2019 AGM and Convention Call for Resolutions
 - 2019 AGM and Convention Call for Nominations for Executive
- 37 2. Correspondence - Letter of Congratulations to Mayor and Council
from Premier John Horgan

6.00 INTERNAL REPORTS AND CORRESPONDENCE FOR INFORMATION

**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

- 39 1. Comox Valley Airport Commission's (CVAC) Concurrence of Director Reappointment
- 41 2. Correspondence from Charmaine Enns, North Island Medical Health Officer
- 43 • Comox Valley Overdose Working Group
- DRAFT Comox Valley Overdose Working Group - Terms of Reference

12.00 BYLAWS

For First and Second Reading

- 49 1. "Zoning Amendment Bylaw No. 2948, 2018"
(A bylaw to permit daycare and family development centre use at 1625 and 1679 McPhee Avenue)

For Third Reading

- 51 1. "Zoning Amendment Bylaw No. 2931, 2018"
(A bylaw to permit a 26 lot residential subdivision at 4100 Fraser Road)

For Final Adoption

- 53 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)
- 111 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)

13.00 ADJOURNMENT

Minutes of a Regular Council Meeting held in the City Hall Council Chambers, Courtenay B.C., on Monday, November 19, 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/Assistant CAO
J. Nelson, Director of Financial Services
D. Snider, Director of Recreation and Cultural Services
D. Bardonnex, Fire Chief
A. Guillo, Manager of Communications
J. Chan, Manager of Recreation

1.00 ADOPTION OF MINUTES

.01 Moved by Theos and seconded by Frisch that the October 15th,
MINUTES 2018 Regular Council meeting minutes be adopted.
Carried

Moved by Frisch and seconded by Cole-Hamilton that the
November 5th, 2018 Inaugural Meeting Council meeting minutes be
adopted.
Carried

2.00 ADOPTION OF LATE ITEMS

3.00 DELEGATIONS

1. Maurita Prato, Executive Director, LUSH Valley Food Action Society, made a presentation to Council regarding LUSH Valley's services and philosophy of the Share the Harvest Community Garden. The garden provides land access and hands-on skills for food security and local food production to vulnerable families and individuals in the Comox Valley.

LUSH is requesting renewal of their current lease at 6th Street and Harmston Avenue (3 - 5 years) with space for a long-term lease (20 years) and, is seeking provision for ongoing funding and in-kind support within the City's budget with consideration for proper secure on-site storage.

2. Charlene Gray, Senior Manager, Comox Valley Daycare Society made a presentation to Council regarding an opportunity for local governments to assist in meeting local needs for licensed and affordable childcare through a funding opportunity provided by the Ministry of Children and Family Development.

Grant funding of up to \$25,000 per municipality has been made available through the Community Child Care Space Creation Program for the development of a community child care plan; grant applications must be submitted before January 18, 2019.

Moved by Frisch and seconded by Hillian that Council direct staff to investigate options and implications for the City of Courtenay to team up with other local area governments in the joint application for funding and development of a Comox Valley wide community child care plan in partnership.

Carried

3. James Taylor, Board Chair, and Wanda MacMillan, Executive Director, Glacier View Lodge made a presentation to Council regarding the Glacier View Lodge complex care facility and the need for affordable housing for seniors in the Comox Valley.

Glacier View Lodge has developed a proposal to provide an additional 70 beds in the facility and is seeking a letter from Council to support their grant application to Central Mortgage and Housing to fund this initiative.

Moved by Hillian and seconded by Frisch that Council consider the delegation request from Glacier View Lodge regarding their grant application for seniors housing research at the November 19, 2018, regular Council meeting.

Carried

Moved by Hillian and seconded by Frisch that Council provide a letter of support to Glacier View Lodge to support their bid for funding for research into affordable seniors housing.

Carried

4.00 STAFF REPORTS/PRESENTATIONS

.01

COURTENAY FIRE
PROTECTION
DISTRICT (CFPD)
FIRE SERVICES
AGREEMENT
7200-20

Moved by Frisch and seconded by Theos that based on the November 19th, 2018 staff report “Courtenay Fire Protection District Fire Services Agreement”, Council approve OPTION 1 and the attached agreement between the City and the Courtenay Fire Protection District (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.

Carried

.02

2018 ELECTION
RESULTS
4200-07

Moved by Theos and seconded by McCollum that based on the November 19th, 2018 staff report “2018 Election Results”, Council approve OPTION 1 and receive the Election Results report from the Chief Election Officer for information.

Carried

The council meeting recessed at 4:58 p.m. for the Public Hearing regarding Bylaw No. 2931.

The meeting reconvened at 5:06 p.m.

.03

FEES AND CHARGES
AMENDMENT
RECREATION
FACILITY RENTAL
AND USER FEES
BYLAW NO. 2947,
2018
3900-20

Moved by Theos and seconded by Frisch that based on the November 19th, 2018 staff 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.

Carried

.04

COURTENAY
AIRPARK
FLOATPLANE RAMP
LICENCE OF
OCCUPATION
(PROVINCE)
2380-30 MFLNRORD

Moved by Hillian and seconded by Frisch that based on the November 19th, 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.

Carried

.05

PARK CAFÉ
LEASE
2380-20 MARI

Moved by Theos and seconded by McCollum that based on the November 19th, 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 Café for at term of five years with one additional five year option to renew, with respect to the municipally owned property located at 102A-20th 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.

Carried

.06

COMOX VALLEY
REGIONAL DISTRICT
(CVRD) REFERRAL
FOR ACCEPTANCE -
REGIONAL GROWTH
STRATEGY BYLAW
AMENDMENT
3150-01

Moved by Hillian and seconded by Morin that based on the November 19th, 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”.

Carried

.07

DEVELOPMENT
PERMIT WITH
VARIANCES NO. 1823
(911 BRAIDWOOD
ROAD)
3060-20-1823

Moved by Frisch and seconded by Morin that based on the November 19th, 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.

Carried

.08

DEVELOPMENT
PERMIT WITH
VARIANCES NO. 1814
(344 & 356 - 12TH
STREET)
3060-20-1814

Moved by Frisch and seconded by Hillian that based on the November 19th, 2018 staff report “Development Permit with Variances No. 1814 - 344 and 356 - 12th Street”, Council approve OPTION 1 and proceed with issuing Development Permit with Variances No. 1814.

Carried

.09

HERITAGE CLOCKS
REFURBISHMENT
6800-01

Moved by Cole-Hamilton and seconded by Hillian that based on the November 19th, 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.

Carried

Moved by Hillian and seconded by Frisch that Lawrence Burns and Andrew Iverson, Heritage Advisory Commission, be permitted to address Council at the November 19th, 2018 regular Council meeting regarding the Heritage Advisory Commission Heritage Clock Refurbishment project.

Carried

Councillor McCollum left Council Chambers at 5:55 p.m.

Councillor McCollum returned to Council Chambers and took her seat at 5:57 p.m.

.10

DEVELOPMENT COST
CHARGE RESERVE
FUND EXPENDITURE
BYLAW 2945 AND
COUNCIL POLICY ON
DCC CREDITS AND
REFUNDS
3150-01

Moved by Hillian and seconded by Frisch that based on the November 19th, 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 No. 3150-00.03 as outlined in Attachment 1.

Carried

The council meeting recessed at 6:02 p.m.

The meeting reconvened at 6:15 p.m.

.11

AUDIT SERVICE PLAN
FOR YEAR ENDING
DECEMBER 31, 2018
1680-01

Moved by Frisch and seconded by McCollum 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.

Carried

5.00 EXTERNAL REPORTS AND CORRESPONDENCE FOR INFORMATION

6.00 INTERNAL REPORTS AND CORRESPONDENCE FOR INFORMATION

.01

HERITAGE ADVISORY
COMMISSION
MEETING MINUTES
0360-20

Moved by Frisch and seconded by Theos that the Heritage Advisory Commission meeting minutes for September 26, 2018, be received for information.

Carried

7.00 REPORTS/UPDATES FROM COUNCIL MEMBERS INCLUDING REPORTS FROM COMMITTEES

COUNCILLOR
COLE-HAMILTON

Councillor Cole-Hamilton reviewed his attendance at the following events:

- Ecole Puntledge Park Elementary Raise-a-Reader event
- Comox Valley Social Planning Society meeting
- Comox Valley Liquid Waste Management Planning open house
- Comox Valley Liquid Waste Planning Committee PAC
- Kus Kus Sum Memorandum of Understanding signing event
- Comox Valley Community Drug Strategy Committee
- Millard-Piercy Watershed Stewards AGM
- Meeting with Mayor and Councillors and citizens regarding debris from homeless camps
- Meeting with staff and local housing agencies re: Homeless campsites and 988 - 8th Street Supportive Housing project

COUNCILLOR
FRISCH

Councillor Frisch reviewed his attendance at the following event:
➤ City Council Bike Ride to City Hall event

COUNCILLOR
HILLIAN

Councillor Hillian reviewed his attendance at the following events:
➤ Ecole Puntledge Park Elementary Raise-a-Reader event
➤ Comox Valley Community Health Network Transition Team meeting
➤ Kus Kus Sum / Project Watershed Committee meetings
➤ Comox Valley Accessibility Committee
➤ Delegation to Victoria with K'omoks First Nation and Project Watershed for meeting with Honourable Scott Fraser, Minister of Indigenous Relations and Reconciliation re: provincial application for funding for Kus Kus Sum project
➤ Meeting with Premier John Horgan re: funding for Kus Kus Sum project
➤ Comox Valley Social Planning Society meeting
➤ Meeting with Mayor and Councillors and citizens regarding debris from homeless camps
➤ Comox Valley Community Drug Strategy Committee
➤ Kus Kus Sum Memorandum of Understanding signing event
➤ Breathe Clean Air Comox Valley meeting re air quality
➤ Meeting with staff and local housing agencies re: Homeless campsites and 988 - 8th Street Supportive Housing project
➤ Comox Valley Community Justice Centre meeting

COUNCILLOR
MCCOLLUM

Councillor McCollum reviewed her attendance at the following events:
➤ Millard-Piercy Watershed Stewards AGM
➤ Kus Kus Sum Memorandum of Understanding signing event

COUNCILLOR
MORIN

Councillor Morin reviewed her attendance at the following events:
➤ Comox Valley Social Planning Society meeting
➤ Comox Valley Liquid Waste Management Planning open house
➤ Cumberland Community Forest Society Fall Trivia fundraising event
➤ Kus Kus Sum Memorandum of Understanding signing event

MAYOR
WELLS

Mayor Wells reviewed his attendance at the following events:
➤ Comox Valley Chamber of Commerce Business Expo
➤ G. P. Vanier Secondary School 50th Anniversary Celebration
➤ Comox Valley Transition Society Beer and Burger fundraising event
➤ Ecole Puntledge Park Elementary Drop Everything and Read (DEAR) event
➤ Rotary Club of Courtenay meeting advising of Randy Wiwchar's posthumous Freedom of the City award
➤ Vancouver Island Economic Summit
➤ Comox Valley Local Government Leaders Lunch
➤ Cheers for Fears fundraising event

- Welcoming and Unveiling Ceremony of Welcome Poles at the Comox Valley Art Gallery (CVAG) in partnership with CVAG, K'omoks First Nation and the City of Courtenay
- Comox Business in Action AGM
- Courtenay Downtown Business Improvement Association Downtown Halloween walk
- Meeting and tour of 19 Wing Comox with 19 Wing Commander Colonel Mike Atkins
- Meeting with Inspector Mike Kurvers, Comox Valley RCMP
- Meeting and dinner with Premier John Horgan and other local government leaders
- Comox Valley Child Development Association Telethon
- Attended Comox Council Inaugural meeting
- Comox Valley Sewage Treatment Plant tour
- Cumberland Community Forest Society Fall Trivia fundraising event
- Remembrance Day Breakfast, Ceremony and tour with 19 Wing Base Commander and Senior Officers
- Island Corridor Foundation meeting and open house
- Kus Kus Sum Memorandum of Understanding signing event
- Millard-Piercy Watershed Stewards AGM
- Comox Valley Land Trust annual volunteers dinner
- City Council Bike Ride to City Hall event

8.00 RESOLUTIONS OF COUNCIL

9.00 UNFINISHED BUSINESS

10.00 NOTICE OF MOTION

11.00 NEW BUSINESS

12.00 BYLAWS

.01

BYLAW NO. 2945,
2018,
DEVELOPMENT COST
CHARGE RESERVE
FUND EXPENDITURE

Moved by Frisch and seconded by Hillian that “Development Cost Charge Reserve Fund Expenditure Bylaw No. 2945” pass first, second and third reading.

Carried

.02

BYLAW NO. 2947,
2018
FEES AND CHARGES
AMENDMENT
RECREATION
FACILITY RENTAL
AND USER FEES

Moved by Hillian and seconded by Frisch that “Fees and Charges Amendment Recreation Facility Rental and User Fees Bylaw No. 2947, 2018” pass first, second and third reading.

Carried

.03

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

Moved by Frisch and seconded by Morin that “Business Licence Amendment Bylaw No. 2942, 2018” be finally adopted.

Carried

.04

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

Moved by Hillian and seconded by Frisch that “Development Cost Charge Reserve Fund Expenditure Bylaw No. 2943, 2018” be finally adopted.

Carried

13.00 ADJOURNMENT

.01

Moved by Hillian and seconded by Theos that the meeting now adjourn at 6:35 p.m.

Carried

CERTIFIED CORRECT

Corporate Officer

Adopted this 3rd day of December, 2018

Mayor

Minutes of a Committee of the Whole meeting held Monday, November 26, 2018 at 4:00 p.m. in the City Hall Council Chambers.

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. Sorchta, Manager of Legislative & Corporate Administrative Services
T. Kushner, Director of Public Works Services/Assistant CAO
J. Nelson, Director of Financial Services
R. O'Grady, Director of Engineering Services
A. Guillo, Manager of Communications
L. Zervakis, Marketing and Communications Specialist

1.00 STAFF REPORTS/PRESENTATIONS

.01

JOHN STEINER,
URBAN SYSTEMS
5TH STREET BRIDGE
REHABILITATION
AND UPGRADE
WORKSHOP

John Steiner and Eric Sears, Urban Systems, presented a workshop to Council regarding the 5th Street Bridge rehabilitation and upgrade project and included a high level discussion on the three main project objectives:

- Overview of the 5th Street Bridge Rehabilitation Project
- Outline of Key Challenges
- Consideration of Crossing Enhancement Options

Moved by Theos and seconded by Frisch that the 5th Street Bridge Rehabilitation and Upgrade Project presentation be received for information.

Carried

.02

IN CAMERA
MEETING

Moved by Hillian and seconded by Theos that a Special In-Camera meeting closed to the public will be held November 26th, 2018 at the conclusion of the Committee of the Whole Meeting pursuant to the following sub-sections of the *Community Charter*:

- 90 (c) labour relations or other employee relations;
- 90 (1) (i) the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
- 90 (1) (k) negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of the council, could reasonably be expected to harm the interests of the municipality if they were held in public.

Carried

2.00 ADJOURNMENT

.01

Moved by Frisch and seconded by Hillian that the meeting now adjourn at 4:56 p.m.

Carried

CERTIFIED CORRECT

Corporate Officer

Adopted this 3rd day of December, 2018

Mayor

Presentation to City of Courtenay Council

Dec 3, 2018

Mr. Mayor, Councillors and staff of the City of Courtenay

Thank you for allowing me to address you today. My name is Bruce Gibbons, and I live at 2470 Sackville Road, in Merville. I am here today to address council about the issue of protecting groundwater in the Comox Valley. As you are most likely aware the Provincial Government has approved a groundwater extraction licence for a resident of Merville to extract up to 10,000 liters of water per day from the Comox Valley aquifer, and bottle and sell that water. The licence was contingent on rezoning of his property, and the CVRD denied the rezoning on Aug 28th. Therefore, the current licence does not allow the applicant to utilize his licence and bottle water on his property. However, his water extraction licence is still valid and he has publicly stated his intent to go ahead with the water bottling whatever way he can and to that end he has applied to the provincial government to amend his licence to allow him to truck the water from his well and bottle it at a site that allows water bottling. I follow up regularly with the FLNRORD Ministry regarding the status of that application and I am told that his application is still under review.

I am the founder of a group called Merville Water Guardians. I formed the group to oppose the water licence, oppose the rezoning application and to achieve reforms to the Water Sustainability Act to protect the groundwater aquifers of BC. I filed an appeal against the water licence in March, but after a lengthy process with the Environmental Appeal Board the appeal was dismissed. There is a serious flaw in the Water Sustainability Act that denies appeal of a water licence unless the licence physically detrimentally affects your land, not your water, not your access to water. The Water Sustainability Act does not protect my water or my access to water. I find that appalling. I have been campaigning against the licence and for protection of our aquifer since March. We have over 290 followers on our Facebook page, and in August we submitted 425 signatures on a petition presented to the CVRD Directors asking them to deny the rezoning and to prohibit water bottling in the CVRD. We have approximately 1,300 signatures to date on a petition to the BC Government asking them to stop approving licences to bottle and sell water from all aquifers in BC. We have a lot of followers in the Comox Valley who are telling us that water, and the protection of our water was a big issue in the recent local elections and will be a huge issue in the next provincial election.

The Comox Valley aquifer, aquifer 408, stretches from Comox Harbour to north of Merville. There are thousands of Comox Valley residents and farmers who rely on that aquifer for their only source of water. If that water supply is depleted then the thousands of residents and farmers of the Comox Valley will not be able to look after their personal needs for drinking water, sanitation, growing their backyard gardens or

growing their crops and raising their livestock. That would put our food security at risk. Without water, farmers cannot produce our food, the local food that so many people desire and rely on. Without water, there is no life. We are facing population growth that will put more demand on the aquifer and we are already seeing the negative effects of climate change impact the quality and quantity of water in the summer drought period. We experienced level 4 drought all over Vancouver Island and in many other areas of BC this past summer. We have seen record dry months, record heat and every indication is that these changes are here to stay and will likely only get worse. Residents and farmers are being told to seriously conserve water. Yet we have a provincial water licence for commercial profit that will allow extraction of water from the aquifer we all rely on despite the level 4 drought. There is not enough information known about our aquifers to risk bottling and selling any of the water. The licence approval relied on old data, and technical calculations but did not consider climate change that is producing extended periods of serious drought, putting rivers, streams, fish habitat and fish stocks at risk. It did not consider serious impacts from the receding glacier. We have been fighting to stop this licence but have been thwarted in our efforts. It is clear to me and my supporters that the Water Sustainability Act does not protect our groundwater and needs to be reviewed and revised. We are pushing the Ministry of Environment for revisions to the Act.

In the meantime, there is an existing, real threat to the water of the Comox Valley. Our petition to the CVRD asked them to amend their bylaws to prohibit the bottling of water in the Regional District in order to help prevent the applicant from bottling off site. There is a bylaw revision in process that will prohibit water bottling in the CVRD. I made a presentation to the Village of Cumberland asking them to consider a bylaw to prohibit water bottling, and I am told by their staff that my request has been considered and a report from staff will be discussed at their Council meeting on Nov. 26th. I have also submitted a request to the Town of Comox to present to their Council. My earlier request was delayed by the elections. I have contacted the Strathcona Regional District (SRD), since the applicant has stated that he may approach them in an attempt to bottle his water in their region. The SRD has taken immediate steps to prevent the water bottling and at a meeting on Oct 25th the SRD voted on a resolution to ask the Provincial Government to curtail the extraction of water from aquifers all over BC for bottling or bulk sales. We applaud them for their prompt and decisive actions and we look forward to keeping the momentum moving forward.

I have 3 requests today for the City of Courtenay.

- 1) that you consider taking the necessary steps to implement a bylaw that prohibits water bottling in any of your zoning, to help in the fight to protect our Comox Valley aquifer for the use of our residents and farmers today and for our children and grandchildren and great grandchildren in the future.

- 2) I also ask that the City of Courtenay support the Strathcona Regional District resolution to ask the Provincial Government to curtail the commercial extraction of groundwater resources for bottling or bulk water sales.
- 3) I ask that the City of Courtenay take the necessary steps to pass resolutions that would achieve designation by the Council of Canadians as a Blue Community, by adopting a water commons framework that
 - a. Recognizes water as a human right
 - b. Promoting publicly financed, owned and operated water and waste-water services
 - c. Bans the sale of bottled water in public facilities and at City events.

We cannot allow water bottling from our aquifers based on theory and calculations. The consequences of being wrong could be catastrophic. We will continue to do our part to fight the Provincial Government, who have jurisdiction over groundwater licencing, and to support the Strathcona resolution to curtail groundwater extraction for bottling or bulk sales. We would sincerely appreciate the support of the City of Courtenay in protecting the above ground uses of our groundwater by preventing anyone from bottling and selling water from the Comox Valley aquifer or any other aquifer in BC. I implore you to talk to and work with the Strathcona Regional District to protect the aquifers of Vancouver Island. Water is our most precious resource. Water is life. We must do everything we can to protect and conserve it. Thank you for your time and your consideration.

Bruce Gibbons

Merville Water Guardians

2470 Sackville Road

Merville, BC

V0R2M0

250-702-1672



To: City of Courtenay
Mayor, Bob Wells
Councillors:
Will Cole-Hamilton
David Frisch
Doug Hillian
Melanie McCollum
Wendy Morin
Manno Theos
November 26, 2018

To Mayor, Bob Wells and City Council:

The Courtenay and District Museum and Paleontology Centre is deeply appreciative of the financial support the City of Courtenay provides through funding and operating agreements. As well, we extend our thanks to City staff who, on a year-round basis, collaborate with museum staff to support operations, agreements and long-term goals for sustaining a vibrant museum within a strong arts and cultural community.

We respectfully request that the City of Courtenay Council accept a delegation presentation from the museum staff and board on, Monday, December 3rd, 2018, to extend our appreciation, to recap accomplishments over the past year and to discuss our goals for 2019.

We look forward to meeting with you and have attached a brief summary of operations for 2017-2018 as well as a list of board members.

Sincerely,

Deborah Griffiths,
Executive Director, Curator

Cc: Joy Chan, Manager of Business Administration

Dave Snider, Director of Recreation and Culture

Wendy Sorichta, Manager of Corporate Administrative Services

Courtenay and District Museum 2017/2018 Year End Report Summary

Background

In 1961, founders of the Courtenay and District Historical Society began with a regional mandate to create the Courtenay and District Museum (CDM) in order to collect, preserve and interpret cultural and natural heritage of the Comox Valley. Core values of the museum encompass integrity, inclusiveness, community service, rigorous research, objective interpretation and public outreach.

Up to 1987, a diverse group of volunteers managed the governance and everyday operation of CDM. Archaeologist, Katherine Capes, was a founder along with Ben Hughes, Editor of the *Comox Argus*, First Nations leaders Chief Andy Frank, Robert Clifton and many others. The Board has always included an elected member of K'ómoks First Nation.

Collections and Exhibitions

Today, the CDM has a full and part-time staff of five who embrace founding core values. Staff also work with contractors throughout the year for specific tasks. The museum is open five days a week from September to May and seven days a week in the summer months. Each summer, through Service Canada, the museum hires post-secondary students to assist with social and natural history collections. Participation from high school work experience students is also an important part of the museum's focus on education and mentoring. Volunteers continue to play a vital role and work in specific curatorial areas on a weekly basis.

The CDM's archives comprise over 60,000 items (including images and archival documents). Larger archival holdings include Comox Logging and Railway, *Comox District Free Press*, Sillence Images and Bus Griffiths collections. The artifact collection includes Indigenous and settlement artifacts, natural history specimens and fossils about which numerous scientists have published. The CDM holds seven published cretaceous (80 million year old) holotype (new species) specimens and more are currently being studied. The collection and archives are accessible to the public on a year-round basis. The museum hosts year round programs for all ages which are based upon permanent natural and cultural history exhibit galleries.

In the temporary exhibit gallery, the CDM completed a five-year span (2013-2018) of milestone years: E&N Centennial 2014, City of Courtenay Centennial 2015 and for Canada 150. In summer 2018, staff installed *Fabulous Fossils—A Walk Through Time* which runs to spring 2019. This opening coincided with the 12th British Columbia Paleo Symposium, a collaboration between the CDM, V.I.P.S. and the British Columbia Paleo Alliance. Approximately ninety-five people attended the three day conference with speakers attending from BC and other provinces and states.

Financial Ratios

This 2017/2018 period matched 2016/2017 in marking highest attendance and admission numbers to date for public tours and programs. This, coupled with expansion of the gift shop space, increased inventories and improved payment tracking strengthened overall revenue.

For 2017/2018, the museum's total revenues were \$405,285. Operating/program support came from: 43% City of Courtenay, 3% Comox Valley Regional District, 9% BC Gaming, 8% BC Arts Council and BC Museums

Association, 2% Service Canada. This totaled 65% of revenue. Museum driven revenues from in-house and field programs, memberships, donations, rentals and gift shop sales totaled 35% of revenues. Increased support, from the City of Courtenay, and Comox Valley Regional District, along with confirmation of longer term agreements and more planning dialogue has encouraged healthy operations and improved “going concern” outlooks.

Curatorial Work and Interpretation

Curatorial work continued this year with improvement of collection areas and inventory of collection storage. Summer students helped to decrease backlog accessioning.

Overall exhibit upgrades continue to improve general presentations on all levels. CDM staff now have more capacity to interpret and explore history with the public. The public continues to respond with increased attendance and interest. Of the 29,500 visitors to the museum in 2017-2018, over 6,400 were students participating in school programs, 1,800 for lectures and 3,200 for special events. Others participated in year round fossil tours and viewed permanent and changing exhibitions.

Aside from the museum’s biggest attendance days: Spring Fling (720 attendees), July 1 (630) and the Elasmosaur’s birthday (525), here is a sampling of highlights from the CDM’s calendar from 2017-2018 into 2018-2019.

Examples: Lectures and Evening Events: In museum

- The Nootka Sound Crisis: 5/10/2017 – Catherine Gilbert
- Pacific Reef and Shore: 6/27/2017 – Rick Harbo
- Palaeontology Lectures: Five paleontology lectures between 10/10/2017 and 11/07/2017
- Views of the Salish Sea: 11/9/2017 – Howard MacDonald Stewart
- Laughing Oyster Book Club: 11/5/2017
- The Mennonites of Black Creek: 11/28/2017 – Terrance James John Faulk
- The Queen of the North Disaster: 3/15/2018 – Colin Henthorne
- A Perfect Eden: 4/24/2018 – Michael Layland
- Logging the Valley A Century of Stories: 5/24/2018 – Richard Mackie
- The Remarkable Life of Agnes Deans Cameron: 6/14/2018 – Cathy Converse
- Children’s Book writing workshop: 7/18/2018 – Mc Loughlin Gardens Society

Conferences:

- 12th British Columbia Paleo Alliance Conference August 2018
- 2019 British Columbia Historical Federation June 2019 (Museum and Native Sons Hall)

Examples: Lectures and Presentations Off-site

- Miracle Beach Lecture 7/23/2017
- Richmond Fossil Day 10/1/2017
- Crown Isle Probus Fall 2017 – Watershed Moments
- Comox Probus April 2018 – Watershed Moments
- Eldercollege Spring 2018 (eight sessions in house and on-river)
- Nim Nim Interpretive Centre Exhibit – May through September

Out of Town Visit/Attendance Examples

- Australia exchange students visit
- Royal Ontario Museum, Burke Museum, University of Alberta RBCM and BC Gov. staff
- Friendship Circle
- Schools from North and South Island and lower mainland
- Ray Troll, Artist, Alaska

National and International Visitors Online: www.courtenaymuseum.ca.

The museum has an increasing number of national/international visitors who come to the museum for field trips and to view palaeontological material. This subject is, to some extent, the driver for these out of town visits.

Here is an overview of Google Analytics results from May 1, 2017-Sept 9, 2018

- 22,432 Total Users
- 22,330 New Users
- 29,352 Sessions
- 80,640 Page Views
- United States 45.80 % (Washington, Massachusetts, California, Texas)
- Canada 34.42% (British Columbia, Ontario, Alberta)
- Great Britain 12.96% (England, Scotland, Ireland)
- France 1.94%

In the News

Aside from a popular monthly enews which goes out to hundreds of readers, this past year, the CDM was in numerous newspaper articles, the Lonely Planet, BC BookWorld, AAA Guide, CHEK News, on CBC Radio and in Frommer's and Waggoner Cruising Guide.

Governance

In keeping with the BC Government's New Societies Act and Transition, the Courtenay and District Historical Society, the legal entity for the museum, submitted all required information and all annual information has been filed both with the BC and federal government.

The CDM's Accounting Firm is Bomback and Co. and we thank them for their continued services over the years.

The CDM held its Annual General Meeting on Wednesday, September 19, 2018.

The museum board and staff extend our appreciation to the members, funders, donors and volunteers who continue to make the Courtenay and District Museum an enjoyable, unique British Columbia destination.



THE CORPORATION OF THE CITY OF COURTENAY

STAFF REPORT

To: Council

File No.: 3360-20-1817

From: Chief Administrative Officer

Date: December 3, 2018

Subject: Zoning Amendment Bylaw No. 2948 – 1625 McPhee Avenue

PURPOSE:

The purpose of this report is for Council to consider a Zoning Amendment application to the property legally described as Lot C, Section 41, Comox District, Plan 13660 and the Remainder of Lot 5, Section 41, Comox Land District Plan VIP13075 (1625 and 1679 McPhee Avenue). The proposed amendment is to permit a “day care” and “family development centre” as permitted uses at the subject properties.

CAO RECOMMENDATIONS:

THAT based on the December 3rd, 2018 staff report ‘Zoning Amendment Bylaw No. 2948 – 1625 McPhee Avenue’ Council approve Option No. 1 and proceed to First and Second Readings of Zoning Amendment Bylaw No. 2948, 2018;

THAT Council direct staff to schedule and advertise a statutory public hearing with respect to the above-referenced Bylaw on December 17th, 2018 at 5:00 p.m. in City Hall Council Chambers.

Respectfully submitted,

David Allen, BES, CLGEM, SCLGM
Chief Administrative Officer

BACKGROUND:

The subject properties are located at the corner of McPhee Avenue and 17th Street, legally described as Lot C, Section 1, Comox District, Plan 13660 and the Remainder of Lot 5, Section 41, Comox Land District Plan VIP13075 (1625 and 1679 McPhee Avenue). They are currently zoned Industrial Two (I-2). The properties were previously occupied by a number of different tenants including a local radio station and has



Figure 1. Location Map

recently become the home of the Wachiay Friendship Centre.

The Wachiay Friendship Centre is proposing interior renovations to the existing building to provide day care services associated with an adult education program. Future plans include the possibility of constructing additional day care spaces within the building to be operated separately from the education and skills training program. The current building footprint will remain the same as no major exterior alteration or addition is proposed except new outside covered play area proposed for the west side of the property (**Attachment No.1**).

DISCUSSION:

As an industrial zoned property the proposed uses do not directly align with currently permitted uses. While the I-2 zone does permit a school, which would allow the education and skills training components of the program, the City's zoning bylaw distinguishes "day care" from schools. Accordingly, for the long term success of the project staff have recommended rezoning to include "day care". Additionally, to ensure the long term plans of the Wachiay Friendship Centre can be realised within the building, staff have proposed a definition of "family development centre" which includes education, skills training, literacy courses, employment readiness, career counselling, job search, resume writing, job placement, curriculum upgrades and associated ancillary uses".

Background of the Plan

Earlier this year, the Province signed a \$153-million partnership agreement with the Government of Canada in order to enhance and expand programs and services that benefit parents and young children of Indigenous communities. The applicant applied for and has been qualified by the Provincial government funding, under the 'Head Start Program' which financially supports the establishment of child day care and various programs for their parents and guardians. Under this program, parents and guardians who register their children in day care program are able to participate in education programs or various occupational training programs while children are in day care. The creation of child day care spaces is the first priority for the applicant as the facility must be in full operation by July 1st 2019 according to the funding requirement.

Zoning Review

The building is a legally non-conforming structure as both the rear and front of the building does not meet the setback requirements. A minor addition to the building (covered play yard) is proposed at this time, but the degree of non-conformity will not increase as the result of renovation. Therefore variances are not required.

The proposed use is generally compatible with the current land uses in the area including Courtenay Elementary and a church. Staff is of the opinion that there will be no negative land use impacts on neighbouring properties.

The vacant lot adjacent to the south, which is owned by the applicant, will remain as a parking lot to accommodate extra parking spaces for visitors and employees. The internal access connects the two lots will be maintained to allow for parking. Any future development will be evaluated according to the applicable bylaws and guidelines.

FINANCIAL IMPLICATIONS:

The applicant has paid standard zoning amendment application fee.

ADMINISTRATIVE IMPLICATIONS:

Processing zoning bylaw amendments is a statutory component of the corporate work plan. Staff has spent 10 hours processing, meeting with the applicant, and reviewing the application. Should the proposed bylaw receive First and Second Readings, staff will spend an additional two hours in preparation for the public hearing, final reading of the bylaw, and updating the bylaws and maps.

ASSET MANAGEMENT IMPLICATIONS:

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

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 partnership with service organizations for community benefit.

We focus on organizational and governance excellence

- We support meeting the fundamental corporate and statutory obligations

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 to act.

OFFICIAL COMMUNITY PLAN REFERENCE:

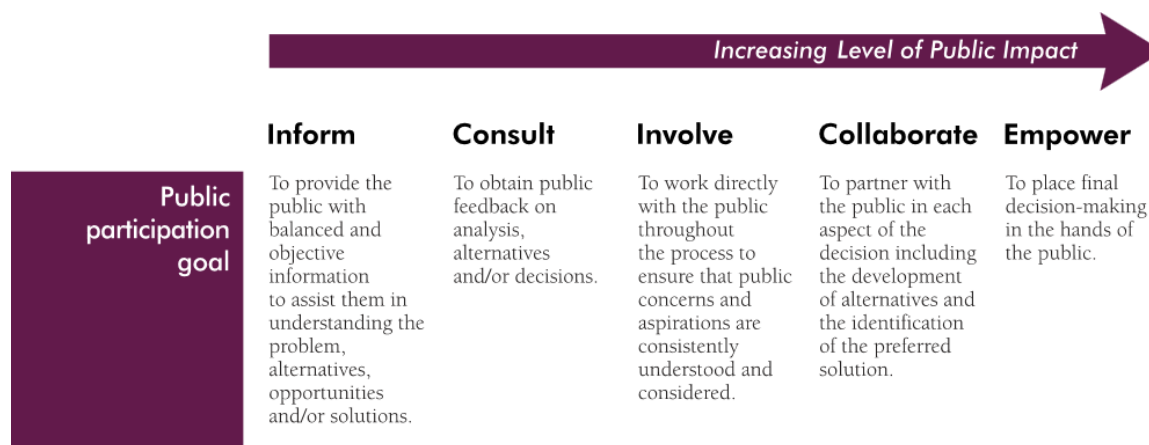
The proposed development is generally consistent with the intent and policy for community services provision as well as the surrounding land uses.

REGIONAL GROWTH STRATEGY REFERENCE:

Not directly referenced.

CITIZEN/PUBLIC ENGAGEMENT:

Staff will consult the public based on the IAP2 Spectrum of Public Participation:



Should Zoning Amendment Bylaw No. 2948, 2018 receive First and Second Readings, a statutory public hearing will be held to obtain public opinion in accordance with the *Local Government Act*.

OPTIONS:

OPTION 1: That Zoning Amendment Bylaw No. 2948, 2018 proceed to First and Second Readings; and

THAT Council direct staff to schedule and advertise a statutory public hearing with respect to the above-referenced Bylaw on December 17th, 2018 at 5:00 p.m. in City Hall Council Chambers. **(Recommended)**

OPTION 2: That Council postpone consideration of Bylaw 2948, 2018 with a request for more information.

OPTION 3: That Council not proceed with Bylaw 2948, 2018.

Prepared by:

Tatsuyuki Setta, MCIP, RPP
Manager of Planning

Reviewed by:

Ian Buck, MCIP, RPP
Director of Development Services

Attachments:

Attachment No. 1: Proposed Plans and Image

Proposed day care



Attachment No. 1 (2/3)



Attachment No. 1 (3/3)



Completion Image view from south



Completion Image view from McPhee Avenue



Completion Image view from west



2019 AGM & CONVENTION

RESOLUTIONS NOTICE

REQUEST FOR SUBMISSIONS

DEADLINE FOR RESOLUTIONS

All resolutions must be received in the AVICC office by: **FEBRUARY 7, 2019**

IMPORTANT SUBMISSION REQUIREMENTS

To submit a resolution to the AVICC for consideration please send:

1. One copy submitted as a **word document** by email to avicc@ubcm.ca; AND
2. One copy of the resolution by regular mail to:
AVICC, 525 Government Street, Victoria, BC V8V 0A8

Guidelines for preparing a resolution follow, but the basic requirements are:

- Resolutions are only accepted from AVICC member local governments, and must have been endorsed by the board or council.
- Members are responsible for submitting accurate resolutions.
- Separate **background information explaining the resolution must** accompany each resolution submitted. This information will be shared on the AVICC website.
- Sponsors should be prepared to introduce their resolutions on the Convention floor.
- The resolution should not contain more than two "whereas" clauses.
- Each whereas clause must only have **one sentence**.
- Local government staff should check the accuracy of legislative references, and be able to answer questions from AVICC/UBCM about each resolution. Contact AVICC/UBCM for assistance in drafting the resolution.

LATE RESOLUTIONS

- a. A resolution submitted after the regular deadline is treated as a "Late Resolution". Late Resolutions need to be received by AVICC by noon on **Wednesday, April 10th**.
- b. Late resolutions are not included in the resolutions package sent out to members before the Convention. They are included in the Report on Late Resolutions that is distributed on-site.
- c. The Resolutions Committee only recommends late resolutions for debate if the topic was not known prior to the regular deadline date or if it is emergency in nature. Late Resolutions require a special motion to admit for debate.
- d. Late resolutions are considered after all resolutions printed in the Resolutions Book have been debated. The time is set out in the program, and is normally on Sunday morning.

UBCM RESOLUTION PROCEDURES

UBCM urges members to submit resolutions to Area Associations for consideration. Resolutions endorsed at Area Association annual meetings are submitted automatically to UBCM for consideration and do not need to be re-submitted to UBCM by the sponsor.

UBCM and its member local governments have observed that submitting resolutions first to Area Associations results in better quality resolutions overall. If absolutely necessary, however, local governments may submit council or board endorsed resolutions directly to UBCM prior to June 30. Should this be necessary, detailed instructions are available on the UBCM website.

UBCM RESOLUTIONS PROCESS

1. Members submit resolutions to their Area Association for debate.
2. The Area Association submits resolutions endorsed at its Convention to UBCM.
3. The UBCM Resolutions Committee reviews the resolutions for submission to its Convention.
4. Resolutions endorsed at the UBCM Convention are submitted to the appropriate level of government for response.
5. UBCM will forward the response to the resolution sponsor for review.

UBCM RESOLUTIONS GUIDELINES

The Construction of a Resolution:

All resolutions contain a preamble and an enactment clause. The preamble describes ***the issue*** and the enactment clause outlines ***the action*** being requested. A resolution should answer the following three questions:

- a) What is the problem?
- b) What is causing the problem?
- c) What is the best way to solve the problem?

Preamble:

The preamble begins with "WHEREAS", and is a concise paragraph about the nature of the problem or the reason for the request. It answers questions (a) and (b) above, stating the problem and its cause, and should explain, clearly and briefly, the reasons for the resolution.

The preamble should contain no more than two "WHEREAS" clauses. Supporting background documents can describe the problem more fully if necessary. Do not add extra clauses.

Only one sentence per WHEREAS clause.

Enactment Clause:

The enactment clause begins with the phrase "THEREFORE BE IT RESOLVED", and is a concise sentence that answers question (c) above, suggesting the best way to solve the problem. The enactment should propose a specific action by AVICC and/or UBCM.

Keep the enactment clause as short as possible, and clearly describe the action being requested. The wording should leave no doubt about the proposed action.

How to Draft a Resolution:

1. Address one specific subject in the text of the resolution.

Since your community seeks to influence attitudes and inspire action, limit the scope of a resolution to one specific subject or issue. Delegates will not support a resolution if it is unclear or too complex for them to understand quickly. If there are multiple topics in a resolution, the resolution may be sent back to the sponsor to rework and resubmit, and may end up as a Late Resolution not admitted for debate.

2. Use simple, action-oriented language and avoid ambiguous terms.

Explain the background briefly and state the desired action clearly. Delegates can then debate the resolution without having to try to interpret complicated text or vague concepts.

3. Check legislative references for accuracy.

Research the legislation on the subject so the resolution is accurate. Where necessary, identify:

- the correct jurisdictional responsibility (responsible ministry or department, and whether provincial or federal government); and
- the correct legislation, including the title of the act or regulation.

4. Provide factual background information.

Even a carefully written resolution may not be able to convey the full scope of the problem or the action being requested. Provide factual background information to ensure that the resolution is understood fully. Submit background information in one of the following formats:

i Supplementary Memo:

A brief, one-page memo from the author, that outlines the background that led to the presentation and adoption of the resolution by the local government.

ii Council/Board Report:

A report on the subject matter, presented to the council or board along with the resolution. If it is not possible to send the entire report, then extract the essential background information and submit it with the resolution.

Resolutions submitted without background information **will not be considered** until the sponsor has provided adequate background information. This could result in the resolution being returned and having to be resubmitted as a late resolution.

5. Construct a brief, descriptive title.

A title identifies the intent of the resolution and helps eliminate the possibility of misinterpretation. It is usually drawn from the "enactment clause" of the resolution. For ease of printing in the Annual Report and Resolutions Book and for clarity, a title should be no more than three or four words.

6. For resolutions to be debated at UBCM, focus on issues that are province-wide.

The issue identified in the resolution should be relevant to other local governments across the province. This will support productive debate and assist UBCM to represent your concern effectively to the provincial or federal government on behalf of all BC municipalities and regional districts.



Sample Resolution

CURTAIL JUMPING OVER DOGS
[SHORT TITLE]

City of Green Forest
[Sponsor]

WHEREAS the quick brown fox jumped over the lazy dog;

Semicolon precedes
"WHEREAS" clause.

AND WHEREAS the lazy dog does not enjoy games of leapfrog:

Colon precedes
"THEREFORE" clause.

THEREFORE BE IT RESOLVED that the quick brown fox will refrain from jumping over the lazy dog.

[A second enactment clause, if absolutely required:]

AND BE IT FURTHER RESOLVED that in the future the quick brown fox will invite a different partner to participate in games of leapfrog.

Your resolution should follow the structure of this sample resolution.

Draft your resolution to be as readable as possible within these guidelines.



2019 AGM & CONVENTION

CALL FOR NOMINATIONS FOR AVICC EXECUTIVE

AVICC members elect directors to the Executive Committee at the Convention. The Executive Committee ensures that the policies set by the general membership are carried forward, and provides direction for the Association between Conventions. This circular is notice of the AVICC Executive Committee positions open for nomination, and the procedures for nomination.

1. POSITIONS OPEN TO NOMINATIONS

The following positions are open for nomination:

- President
- First Vice-President
- Second Vice-President
- Director at Large (3 positions)
- Electoral Area Representative

2. NOMINATION PROCESS AND QUALIFICATIONS FOR OFFICE

Candidates must be an elected official of an AVICC local government member and must be nominated by two elected officials of an AVICC local government member. Background information on the key responsibilities and commitments of an AVICC Executive member is provided following the nomination form. The Chair of the 2019 Nominating Committee is Past President Mary Marcotte.

3. NEXT STEPS

The Nominating Committee will review the credentials of each candidate for eligibility. A Report on Nominations including a photo and 300-word biography will be prepared under the direction of the Nominating Committee and distributed prior to the Convention.

**To be included in the Report on Nominations,
Nominations Must Be Received By FEBRUARY 7, 2019**

4. AT CONVENTION

Candidates may also be nominated at the Convention from the floor. Candidates and their two nominators must be elected officials of an AVICC local government member.

5. FURTHER INFORMATION

All enquiries should be directed to:

Past President Mary Marcotte, Chair, 2019 Nominating Committee
c/o AVICC
525 Government Street
Victoria, BC V8V 0A8
Phone: (250) 356-5122
email: avicc@ubcm.ca

NOMINATIONS FOR THE 2019-20 AVICC EXECUTIVE

We are qualified under the AVICC Constitution to nominate¹ a candidate and we nominate:

Candidate Name: _____

Current Local Gov't Position (Mayor/Councillor/Director): _____

Local Government Represented: _____

AVICC Executive Office Nominated For: _____

MEMBERS NOMINATING THE CANDIDATE:

Printed Name: _____ Printed Name: _____

Position: _____ Position: _____

Muni/RD: _____ Muni/RD: _____

Signature: _____ Signature: _____

CONSENT FORM

I consent to this nomination and attest that I am qualified to be a candidate for the office I have been nominated for pursuant to the AVICC Bylaws and Constitution². I also agree to provide the following information to avicc@ubcm.ca by **Thursday, February 7, 2019**.

- Photo in digital format
- Biographical information of approximately 300 words

Printed Name: _____

Current Position: _____

Muni/RD: _____

Signature: _____

Date: _____

¹ Nominations require two elected officials of local governments that are members of the Association.

² All nominees must be an elected official of an AVICC local government member. Nominees for the position of Electoral Area Representative must be an Electoral Area Director.

**Return To: Past President Mary Marcotte, Chair, Nominating Committee,
c/o AVICC, 525 Government Street, Victoria, BC V8V 0A8
or scan and email to avicc@ubcm.ca**



BACKGROUND INFORMATION FOR CANDIDATES TO THE AVICC EXECUTIVE

1. RESPONSIBILITY OF AVICC EXECUTIVE

Under the AVICC Bylaws:

“The Executive shall manage or supervise the management of the Society”

See <http://avicc.ca/about-the-avicc/constitution-bylaws/> for a complete copy of the AVICC Constitution and Bylaws.

2. AVICC EXECUTIVE STRUCTURE

- President
- First Vice-President
- Second Vice-President
- Director at Large (three positions)
- Electoral Area Representative
- Past President

COMMITTEES

The President may appoint Executive members to AVICC committees and to external committees and working groups as required. The Nominating Committee is a standing committee and is comprised of the Past President and the Secretary-Treasurer. All members of the Executive serve on the Resolutions Committee.

CONTRACTED EMPLOYEE

The Association contracts with UBCM for the provision of key services that support the Association. A staff person based in Victoria's Local Government House provides the key functions. The President is responsible for overseeing the regular activities of the Association and for providing direction to staff.

3. EXECUTIVE MEETINGS

The full Executive meets in person five times a year, following this general pattern:

- During the last day of the annual Convention (less than 15 minutes)
- Mid June
- End of October
- Mid January
- Thursday before the Annual Convention

Executive meetings (other than those in conjunction with the Convention) are generally held on a Friday or Saturday from 10:00 am to 3:00 pm and are typically held in Nanaimo. Meetings by teleconference occur 2-3 times per year on an as needed basis (60-90 minutes).

Travel expenses and a per diem are provided for Executive Meetings. For the meeting held on the Thursday before the Convention, reimbursement is only for the added expenses that would not normally be incurred for attending the annual Convention.



November 13, 2018

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

Dear Mayor Wells and Councillors:

I would like to congratulate you all for being elected to serve the City of Courtenay.

Serving in public office is both a great honour and an important responsibility, and your success in the 2018 election is a testament to your hard work and dedication to your community. I have every confidence that you will be effective voices for your constituents in the months and years ahead. Local representatives are vital to the growth and well-being of our province as a whole, and I look forward to working collaboratively with the City of Courtenay as we strive to make life better for all British Columbians.

Congratulations, once again, and best wishes for your time in public office.

Sincerely,

A handwritten signature in blue ink that reads 'John J. Horgan'.

John Horgan
Premier



Where journeys begin.

07 November 2018

Distribution List

Dear Mayors, Chair, Councils and Board,

In accordance with the Comox Valley Airport Commission's (CVAC) by-law 3.2, the Board Secretary is to contact you to advise that the term of Director Martin Crilly is up for reappointment and is due to expire on February 20, 2019.

As part of CVAC's appointment process, Mr. Crilly has informed us of his willingness to continue to serve the Commission for a subsequent term. Mr. Crilly serves as a nominee to the Airport Commission for Local Governments and as such CVAC is seeking input from all Local Governments on this reappointment.

Mr. Crilly brings a high standard of leadership and management skills to the CVAC Board. His experience as a BC Ferries Commissioner and as the Regional Transportation Commissioner, as well as his Fellowship in the Chartered Institute of Logistics and Transportation allows him to offer expert guidance to the Board and the CEO on all manner of transportation issues. Similarly, his experience in overseeing major public transportation infrastructure planning has been a huge help in developing the Airport Commission's long term financial plan that will meet our community's needs well into the future.

Aside from his dedicated participation in Board work, Mr. Crilly is an active participant in the Audit and Finance Committees.

May I request that you signal your concurrence to this reappointment no later than December 21st 2018. In the mean time, if you have any questions about this request or our nomination process as a whole, please contact me at storesdahl@shaw.ca

Yours truly,

Susan Toresdahl
CVAC Secretary

Distribution List:

Mayor Leslie Baird and Councilors, Village of Cumberland
Mayor Russ Arnott and Councilors, Town of Comox
Mayor Bob Wells and Councilors, City of Courtenay
Chair and Board Members, Comox Valley Regional District



Where journeys begin.

November 22, 2018

Dear City of Courtenay Mayor and Council:

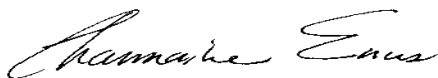
I firstly want to extend my congratulations to each of you on your recent success with the municipal elections.

On behalf of the Comox Valley Overdose Working Group I would like to extend an invitation for a City of Courtenay elected official as well as a City staff to participate on the working group. This working group has been functioning for the past 2 years as we collectively strive to respond to and mitigate the impacts of the opioid overdose crisis. A ToR for the working group is attached.

The participation of the City of Courtenay at this table would be invaluable and very much appreciated. I am aware that Councillor Cole-Hamilton will be participating as a representative from the Drug Strategy Committee.

Thank you for considering this invitation.

Yours in Health,



Charmaine Enns, MD, MHSc, FRCPC
Medical Health Officer

cc: David Allen, CAO

Comox Valley
Overdose Prevention & Management Working Group
Terms of Reference

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Background

The initial Comox Valley - Overdose Prevention & Management Working Group was formed in response to concerns with the number of illicit drug overdoses, including the rise in fentanyl-detected overdoses that were occurring throughout Vancouver Island. However, fentanyl is only one drug of concern among all licit and illicit drugs contributing to overdoses, as many different fentanyl analogues have been identified in opioids and stimulants. A need for a surveillance system was identified. The purpose is for monitoring community accidental overdose events that would enable a more timely response for dissemination of alerts, directing harm reduction activities, and further interventions. A comprehensive surveillance system relies on partnerships between the community, health authority, coroners and first responders. Collaborations between these groups will help to ensure overdose information is collected, shared and appropriate actions are taken in a time sensitive manner.

1. ROLE OF THE OVERDOSE & MANAGEMENT WORKING GROUP

The role of the overdose & management working group is to:

- Advocate to receive and share data related to both fatal and non-fatal overdoses from external organizations; such as, BC Coroner's data.
- Play an advocacy role for prevention services; such as, harm reduction distribution and safe consumption site.
- Promote a shared understanding of relevant information, including best practices, service models, surveillance and actions in other regions;
- Advocacy for education, early intervention, harm reduction, prevention and treatment related to the spectrum of substance use;
- Disseminating information from a variety of sources related to education, early intervention, harm reduction, prevention and treatment;
- Building capacity and understanding locally regarding substance use, and impacts, for the broader population;

2. RESPONSIBILITIES OF WORKING GROUP MEMBERS

Individual Overdose Prevention & Management Working Group members have the responsibility to:

- Consistent attendance is desirable, or a delegated representative who is acutely informed of the current work, and is capable of enacting decisions within their organization;
- Support open discussion and debate, and encourage fellow working group members to voice their insights and opinions during working group meetings;
- Support open dialogue and encourage fellow working group members to voice their insights and opinions during working group meetings;
- Actively seek strategies to reduce the impacts the overdose crisis on community;
- Discuss relevant overdose trends;
- Be a conduit of information to and from the group

2.1 Operational Definition of an Overdose Event

"An overdose is when the body is overwhelmed by exposure to something, in this case a toxic amount of drug or combination of drugs which cause the body to be unable to maintain or monitor functions necessary for life. These are functions like breathing, heart rate, and regulating body temperature." (THN Manual – BC CDC, p. 4) Drug overdoses may be intentional or accidental and can lead to serious medical symptoms including injury or death.

For the purpose of this group, narcotic overdoses will be the focus and will exclude alcohol overdoses unless alcohol is involved with a narcotic overdose.

3. GOVERNANCE

3.1. Membership and Chair(s)

Membership of the Overdose Prevention/Management Working Group is comprised of but not limited to:

- Manager, AIDS Vancouver Island
- Division of Family Practice
- KDC Health
- City of Courtenay: Elected and Staff
- Community Drug Strategy Committee
- Persons with Lived Experience/Peers
- Comox Valley Transition Society
- Fire
- Police
- BC Ambulance Services
- First Nations Health Authority/Wellness Coordinator
- Amethyst House
- John Howard Society
- Comox Valley Hospital
- Care-A-Van
- Wachiay Friendship Centre
- Community Pharmacist
- Island Health:
 - Harm Reduction Coordinator, Island Health
 - Medical Health Officer, Island Health
 - MHSU representative, Island Health
 - Health Connections Clinic
 - Public Health

3.2. Decision Making Process

When possible, decisions will be made by consensus if there is a quorum present. A quorum consists of at least 50% of the regular voting members and/or their designate. If a consensus cannot be reached in the meeting, then all of the working group members will be polled and the vote must be greater than 50% to pass a resolution. Island Health members provide consultative support to the community group.

3.3. Frequency of Meetings

Working group meets once every quarter. Meetings can also be called ad-hoc as required.

3.4. Term of Membership

The membership term for working group members is ongoing. If a member cannot attend a meeting, they are expected to send a designate of their choice to attend to the meeting in their absence.

3.5. Secretariat Support

Island Health Opioid response will coordinate the recording of decisions and actions/next steps and disseminating minutes.

THE CORPORATION OF THE CITY OF COURTENAY

BYLAW NO. 2948

A bylaw to amend Zoning Bylaw No. 2500, 2007

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

1. This bylaw may be cited for all purposes as **“Zoning Amendment Bylaw No. 2948, 2018”**.
2. That “Zoning Bylaw No. 2500, 2007” be hereby amended as follows:

(a) by amending Part 1 to add the following definitions:

“family development centre” means a facility that includes preschool, education, skills training, literacy courses, employment readiness, career counselling, job search, resume writing, job placement, curriculum upgrades, youth and elder programming, health and wellness programs complex learning behavioural programs, legal aid, poverty law advocacy, family law advocacy, general advocacy, food bank, public legal education and services, social services and associated ancillary uses.

(b) by amending Section 8.24.1 by adding “(32) notwithstanding any provision of this bylaw, “*day care*” and “*family development centre*” are permitted use on Lot C, Section 41, Comox District, Plan 13660 and the Remainder of Lot 5, Section 41, Comox District, Plan VIP13075 (1625 and 1679 McPhee Avenue).

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

Considered at a Public Hearing this day of , 2018

Read a third time this _____ day of _____, 2018

Finally passed and adopted this day of , 2018

Mayor

Corporate Officer

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

Brendan Kelly, Development Technician
Ministry of Transportation and Infrastructure

THE CORPORATION OF THE CITY OF COURTENAY

BYLAW NO. 2931

A bylaw to amend Zoning Bylaw No. 2500, 2007

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

1. This bylaw may be cited for all purposes as **“Zoning Amendment Bylaw No. 2931, 2018”**.
2. That “Zoning Bylaw No. 2500, 2007” be hereby amended as follows:
 - (a) By rezoning Lot 6, District Lot 153, Comox District, Plan 1887 (4100 Fraser Road) as shown in bold outlined on Attachment A which is attached hereto and forms part of this bylaw, from Rural 8 Zone (RU-8) RU-8 to Comprehensive Development Twenty-One Zone (CD-21) and as shown in bold outline on Schedule A; and
 - (b) That Schedule No. 8, Zoning Map be amended accordingly.
3. This bylaw shall come into effect upon final adoption hereof.

Read a first time this 15th day of October, 2018

Read a second time this 15th day of October, 2018

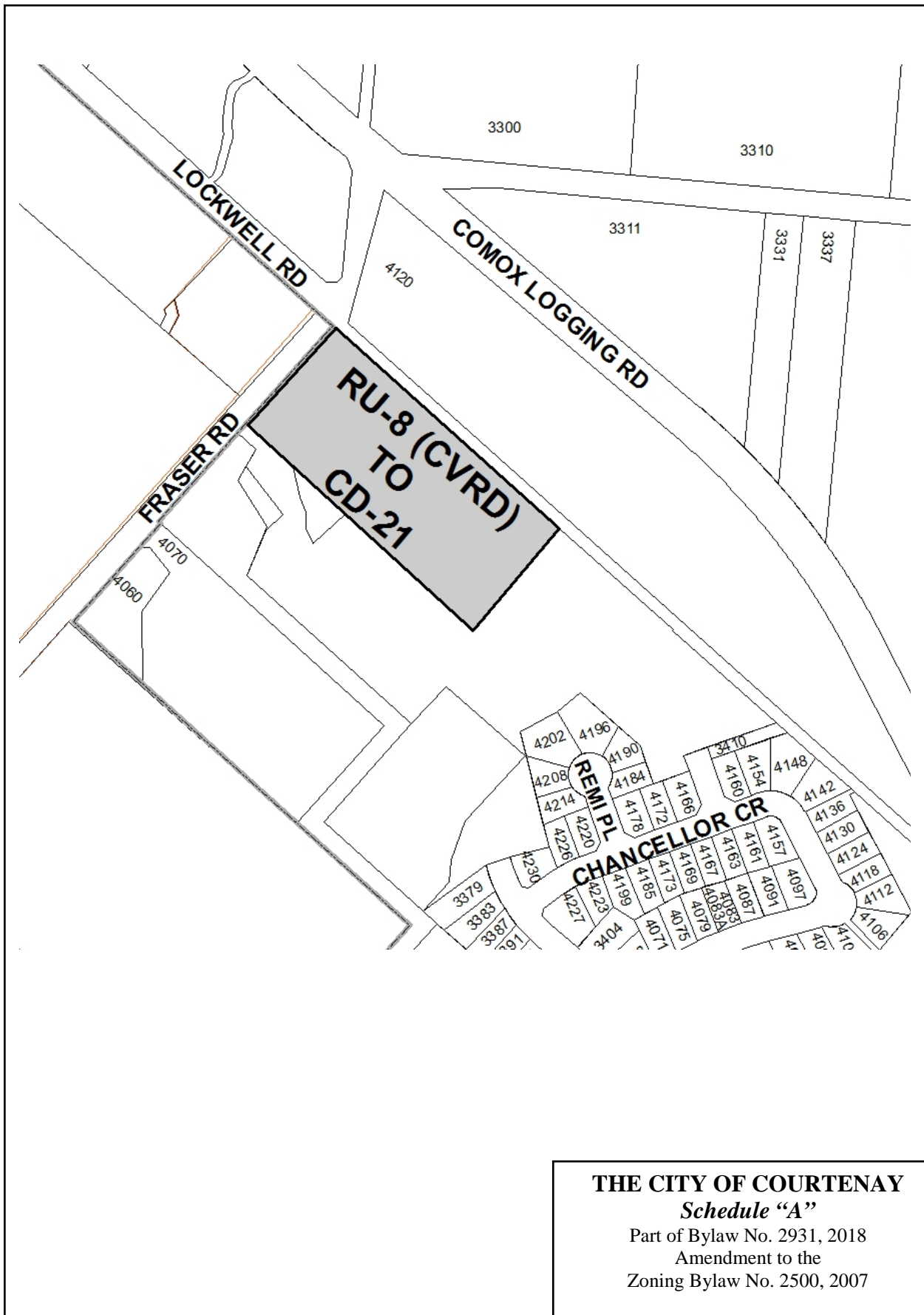
Considered at a Public Hearing this 19th day of November, 2018

Read a third time this _____ day of _____, 2018

Finally passed and adopted this day of , 2018

Mayor

Corporate Officer



THE CITY OF COURTENAY

Schedule "A"

Part of Bylaw No. 2931, 2018

Amendment to the

Zoning Bylaw No. 2500, 2007

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)

5. This Bylaw shall come into effect upon final adoption hereof:

Read a first time this 19th day of November, 2018

Read a second time this 19th day of November, 2018

Read a third time this 19th day of November, 2018

Finally passed and adopted this day of 2018

Mayor

Corporate Officer

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

{00498250; 1 }

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.

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

(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

| DCC PROJECT | SCOPE | COST ESTIMATE | DCC RECOVERABLE |
|--------------------------|--|----------------------|------------------------|
| 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 | \$134,105.70 |
| 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 | \$52,027.40 |

{00498250; 1 }

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");

{00498250; 1 }

- 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:

{00498250; 1 }

- (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

{00498250; 1 }

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

{00498250; 1 }

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

(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:)

{00498250; 1 }

SCHEDULE A
DCC CONSTRUCTION WORKS

| DCC PROJECT | SCOPE | COST ESTIMATE | DCC RECOVERABLE |
|--------------------|---|----------------------|------------------------|
| W9703 | ARDEN ROAD FROM THE INTERSECTION OF CUMBERLAND ROAD TO COPPERFIELD ROAD (245 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

(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:)

SCHEDULE A
DCC CONSTRUCTION WORKS

| DCC PROJECT | SCOPE | COST ESTIMATE | DCC RECOVERABLE |
|--------------------------|--|----------------------|------------------------|
| ARDEN SOUTH TRUNK | 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) | \$138,428.82 | \$21,617.14 |
| W9703 | ARDEN ROAD FROM BROOKFIELD DRIVE TO 28 METERS SOUTH OF HYDRANT C3185(174.8 METERS) | \$125,445.99 | \$18,806.14 |

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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

{00444630; 1 }

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

{00444630; 1 }

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 |

{00444630; 1 }

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,

{00444630; 1 }

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

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- (iii) 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

| DCC PROJECT | SCOPE | COST ESTIMATE | MUNICIPAL SHARE |
|--------------------|--|----------------------|------------------------|
| W9703 | ARDEN ROAD FROM THE INTERSECTION OF CUMBERLAND ROAD TO COPPERFIELD ROAD(245 METERS) | \$142,904.11 | \$72,166.58 |

{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.

{00444630; 1 }

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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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
- (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 Road Developments Ltd. by its authorized signatories: |) | |

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| | |
|-------|---|
| |) |
| |) |
| Name: |) |
| |) |
| |) |
| |) |
| |) |
| |) |
| Name: |) |

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SCHEDULE "A"

DCC CONSTRUCTION WORKS

| DCC PROJECT | SCOPE | COST ESTIMATE | MUNICIPAL SHARE |
|--------------------------|--|----------------------|------------------------|
| ARDEN SOUTH TRUNK | 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) | \$138,428.82 | \$22,053.86 |
| W9703 | ARDEN ROAD FROM BROOKFIELD DRIVE TO 28 METERS SOUTH OF HYDRANT C3185(174.8 METERS) | \$125,445.99 | \$19,186.08 |

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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 19th day of November, 2018

Read a second time this 19th day of November, 2018

Read a third time this 19th day of November, 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

| Facility | Hourly | Daily | Per Use | Minor | Minor Day | Adult Game | Adult Practice |
|---------------------------------------|---------------|--------------|----------------|------------------|------------------|------------------------------|-----------------------|
| Playing Fields | | | | | | | |
| Lewis Park | | | | | | | |
| <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> | |
| Bill Moore Park | | | | | | | |
| <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> | |
| Martin Park | | | | | | | |
| <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 |
| Puntledge Park | | | | | | | |
| <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 |

| Facility | Hourly | Daily | Per Use | Minor | Minor Day | Adult Game | Adult Practice |
|--------------------------------|---------|---------|---------|-----------|-----------|-----------------------|----------------|
| Playing Fields | | | | | | | |
| Valley View | | | | | | | |
| Field, soccer/football/rugby | | | | N/C | N/C | \$33.75 | \$16.50 |
| ½ Field, soccer/football/rugby | | | | N/C | N/C | | \$8.50 |
| Ball Diamonds | | | | N/C | N/C | \$21.50 | \$8.50 |
| Tournaments/Special Events | | \$42.50 | | | \$16.00 | | |
| Showers | | | \$32.50 | Community | \$35.75 | Private or Commercial | |
| Woodcote | | | | | | | |
| Field, soccer/football/rugby | | | | N/C | N/C | \$33.75 | \$16.75 |
| ½ Field, soccer/football/rugby | | | | N/C | N/C | | \$8.50 |
| Tournaments/Special Events | | \$42.50 | | | \$16.00 | | |
| Arden | | | | | | | |
| Fields 1 & 2 | | | | N/C | N/C | \$12.75 | \$7.50 |
| ½ Field | | | | | | | \$8.50 |
| Tournaments/Special Events | | N/C | | | N/C | | |
| Courtenay Elementary | | | | | | | |
| Fields 1 & 2 | | | | N/C | | Prohibited | |
| ½ Field | | | | | | | |
| Queeneesh | | | | | | | |
| Fields 1 & 2 | | \$31.75 | | N/C | \$16.00 | \$33.75 | \$16.75 |
| ½ Field | | | | N/C | | | \$8.50 |
| Glacier View | | | | | | | |
| Fields 1 & 2 | | | | N/C | N/C | \$12.75 | \$8.50 |
| ½ Field | | | | N/C | N/C | | \$7.50 |
| G.P. Vanier | | | | | | | |
| Fields 1, 2 & 3 | | \$38.00 | | N/C | \$16.00 | | \$16.75 |
| ½ Field | | | | N/C | | | \$8.50 |
| Lights - Minor Full Field | \$5.50 | | | | | | |
| Lights - Adult Full Field | \$10.50 | | | | | | |
| Field, soccer/football/rugby | | | | | | \$33.75 | |
| Ball Diamonds | | | | | | | \$12.75 |
| Ball Diamonds - ½ practice | | | | | | | \$7.50 |
| Huband Park | | | | | | | |
| Field 1 | | | | N/C | N/C | Prohibited | |
| ½ Field | | | | 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 Day | Adult Game | Adult Practice |
|-------------------------------------|---------------|--------------|----------------|--------------|------------------|-------------------|-----------------------|
| Playing Fields | | | | | | | |
| Isfeld Senior | | | | | | | |
| <i>Field 1</i> | | \$38.00 | | N/C | \$16.00 | \$33.75 | \$16.75 |
| <i>½ Field</i> | | | | N/C | | | \$8.50 |
| Lake Trail - Upper | | | | | | | |
| <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 |
| Lake Trail - Lower | | | | | | | |
| <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 |
|---|--|------------------|----------------|
| Simms Millenium Park | | | |
| Rotary Centennial Pavilion | | | |
| <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 |
| Knights of Columbus BBQ | | | |
| <i>Community</i> | | | \$21.50 |
| <i>Private</i> | | | \$31.50 |
| <i>Commercial</i> | | | \$53.00 |
| Park Booking (non-playing field) | | | |
| <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 | | |
| Courtenay Parks | Excluding: Puntledge, Harmston, Courtenay Riverway/Marina Park | | |
| Park Booking (non-playing field) | | | |
| <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 | | |

| Facility | Hourly | Daily | Per Use |
|--|---------------|--------------|----------------|
| Memorial Pool | | | |
| <i>Community 100 - 150 people</i> | \$140.25 | | |
| <i>Community 50 - 99 people</i> | \$119.75 | | |
| <i>Community 49 people & 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 & under</i> | \$125.00 | | |
| <i>Schools 100 - 150 people</i> | \$119.75 | | |
| <i>Schools 50 - 99 people</i> | \$94.25 | | |
| <i>Schools 49 people & 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 | | |
| Florence Filberg Centre | | | |
| Conference Hall | | | |
| <i>Community</i> | \$57.00 | \$525.25 | |
| <i>Private</i> | \$67.50 | \$702.25 | |
| <i>Commercial</i> | \$99.00 | \$827.25 | |
| ½ Conference Hall | | | |
| <i>Community</i> | \$30.50 | \$265.25 | |
| <i>Private</i> | \$35.50 | \$317.25 | |
| <i>Commercial</i> | \$51.50 | \$421.25 | |
| Upper Kitchen (w/Hall) | \$52.00 | | |
| Upper Kitchen (by itself) | | \$154.00 | |
| Soroptimist Lounge | | | |
| <i>Community</i> | \$16.50 | \$48.00 | |
| <i>Private</i> | \$25.00 | \$64.50 | |
| <i>Commercial</i> | \$35.50 | \$88.50 | |
| Rotary Hall | | | |
| <i>Community</i> | \$25.00 | \$296.50 | |
| <i>Private</i> | \$37.50 | \$374.50 | |
| <i>Commercial</i> | \$56.00 | \$437.00 | |
| ½ Rotary Hall | | | |
| <i>Community</i> | \$14.50 | \$151.00 | |
| <i>Private</i> | \$20.50 | \$182.00 | |
| <i>Commercial</i> | \$30.00 | \$208.00 | |
| Evergreen Lounge | | | |
| <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 |
|----------------------------------|---|--------------|----------------|
| Florence Filberg Centre | | | |
| Craft Room | | | |
| <i>Community</i> | \$16.50 | \$48.00 | |
| <i>Private</i> | \$25.00 | \$64.50 | |
| <i>Commercial</i> | \$35.50 | \$88.50 | |
| Lower Kitchen (w/ Hall) | \$37.50 | | |
| Lower Kitchen (by itself) | | \$78.00 | |
| Native Sons Hall | | | |
| Grand Hall | | | |
| <i>Community</i> | \$38.50 | \$369.25 | |
| <i>Private</i> | \$50.00 | \$515.00 | |
| <i>Commercial</i> | \$66.50 | \$671.00 | |
| Upper Kitchen (w/Hall) | \$52.00 | | |
| Upper Kitchen (by itself) | | \$154.00 | |
| Balcony/Mezzanine | | | |
| <i>Community</i> | For Staff or decoration use ONLY | | |
| <i>Private</i> | | | |
| <i>Commercial</i> | | | |
| Dining Room | | | |
| <i>Community</i> | \$20.00 | \$99.00 | |
| <i>Private</i> | \$28.00 | \$120.50 | |
| <i>Commercial</i> | \$36.50 | \$166.50 | |
| Lodge Room | | | |
| <i>Community</i> | \$20.00 | \$131.00 | |
| <i>Private</i> | \$28.00 | \$154.00 | |
| <i>Commercial</i> | \$36.50 | \$195.50 | |
| Lodge & Dining Room | | | |
| <i>Community</i> | \$38.50 | \$229.00 | |
| <i>Private</i> | \$50.00 | \$275.50 | |
| <i>Commercial</i> | \$63.50 | \$364.00 | |
| Lower Kitchen (w/Hall) | \$37.50 | | |
| Lower Kitchen (by itself) | | \$78.00 | |
| Parlour Room | | | |
| <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 |
|---------------------------------|---------------|--------------|----------------|
| Lewis Centre | | | |
| Community | \$26.00 | | |
| Private | \$38.50 | | |
| Commercial | \$58.25 | | |
| Gym | | | |
| Community | \$29.00 | | |
| Private | \$38.50 | | |
| Commercial | \$69.00 | | |
| Change Rooms/Showers | | | |
| Community | | | \$32.50 |
| Private | | | \$35.75 |
| Commercial | | | \$35.75 |
| Multi Purpose Hall | | | |
| Community | \$29.00 | | |
| Private | \$38.50 | | |
| Commercial | \$69.00 | | |
| ½ Multi Purpose Hall | | | |
| Community | \$16.50 | | |
| Private | \$22.00 | | |
| Commercial | \$37.50 | | |
| Multi Purpose Concession | | | |
| Community | | | \$28.00 |
| Private | | | \$31.75 |
| Commercial | | | \$48.00 |
| Meeting Room | | | |
| Community | \$16.50 | | |
| Private | \$24.00 | | |
| Commercial | \$35.50 | | |
| Craft Room A /B | | | |
| Community | \$16.50 | | |
| Private | \$24.00 | | |
| Commercial | \$35.50 | | |
| Nursery School | | | |
| Community | \$16.75 | | |
| Private | \$24.00 | | |
| Commercial | \$35.00 | | |
| Upstairs Gallery A/B | | | |
| Community | \$11.50 | | |
| Private | \$17.50 | | |
| Commercial | \$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 |
|------------------------------------|---------------|--------------|----------------|
| Park Outbuildings | | | |
| Tsolum Building | | | |
| <i>Community</i> | \$16.50 | | |
| <i>Private</i> | \$24.00 | | |
| <i>Commercial</i> | \$35.00 | | |
| Salish Building | | | |
| <i>Community</i> | \$16.50 | | |
| <i>Private</i> | \$24.00 | | |
| <i>Commercial</i> | \$35.00 | | |
| Lawn Bowling Building | | | |
| <i>Community</i> | \$16.50 | | |
| <i>Private</i> | \$24.00 | | |
| <i>Commercial</i> | \$35.00 | | |
| Lawn Bowling Bldg w/Kitchen | | | |
| <i>Community</i> | \$25.75 | | |
| <i>Private</i> | \$33.25 | | |
| <i>Commercial</i> | \$44.00 | | |
| Bill Moore Fieldhouse | | | |
| <i>Community</i> | \$11.50 | | |
| <i>Private</i> | \$17.00 | | |
| <i>Commercial</i> | \$22.00 | | |
| Valley View Clubhouse | | | |
| <i>Community</i> | \$16.50 | | |
| <i>Private</i> | \$24.00 | | |
| <i>Commercial</i> | \$35.00 | | |
| LINC Youth Centre | | | |
| Skatepark | | | |
| <i>Community</i> | \$32.25 | \$96.00 | |
| <i>Private</i> | \$43.00 | \$127.50 | |
| Games Room | | | |
| <i>Community</i> | \$32.25 | \$96.00 | |
| <i>Private</i> | \$43.00 | \$127.50 | |
| <i>Youth</i> | \$26.50 | \$80.00 | |
| Multi-Purpose Room | | | |
| <i>Community</i> | \$15.00 | \$44.00 | |
| <i>Private</i> | \$22.50 | \$66.50 | |
| <i>Youth</i> | \$10.75 | \$32.25 | |
| LINC Office | | | |
| <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 |
|---------------------------|---------------|--------------|----------------|
| LINC Youth Centre | | | |
| EQUIPMENT USE | \$10.65 | | |
| Facility Charges | | | |
| Custodial Recovery | \$37.50 | | |