

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

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

**DATE:** September 16, 2019  
**PLACE:** City Hall Council Chambers  
**TIME:** 4:00 p.m.

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**K'OMOKS FIRST NATION ACKNOWLEDGEMENT**

**1.00 ADOPTION OF MINUTES**

- 1 1. Adopt September 3<sup>rd</sup>, 2019 Regular Council meeting minutes

**2.00 INTRODUCTION OF LATE ITEMS**

**3.00 DELEGATIONS**

1. Paula Holmes-Rodman, Community Engagement Coordinator and Paul Riley, Resident, L'Arche Comox Valley - Services and Supported Residence Information - L'Arche Comox Valley and I Belong Centre
2. Dianne Hawkins, Chief Executive Officer, Comox Valley Chamber of Commerce - Chamber Centennial Year
- 7 3. Gregg Strong, Comox Valley Cycling Coalition - 5<sup>th</sup> Street Bridge Rehabilitation Project Options and Possible 6<sup>th</sup> Street Active Transportation Bridge

**4.00 STAFF REPORTS/PRESENTATIONS**

**(a) CAO and Legislative Services**

- 31 1. Presentation - Thom Armstrong, Executive Director, Co-Operative Housing Federation of Canada

**(b) Development Services**

- 35 2. Development Permit with Variances No. 1904 - 2900 Cliffe Avenue
- 57 3. Zoning Amendment Bylaw No. 2980 - 605/625 Cliffe Avenue
- 61 4. Development Cost Charge Reserve Fund Expenditure Bylaw 2979

**(c) Engineering Services**

- 65      5. Fifth Street Bridge Rehabilitation Update and Presentation - Katie Hamilton, Tavola Strategy Group

**5.00      EXTERNAL REPORTS AND CORRESPONDENCE FOR INFORMATION**

- 107      1. Green Communities Climate Action Recognition Program
- 109      2. Courtenay and District Museum, 207 - 4<sup>th</sup> Street - Letter of Intent Re: Museum Expansion

**Suggested motion:** That staff draft a Memorandum of Understanding (MOU) between the City of Courtenay and Courtenay and District Museum Society for Approval in Principle related to the museum expansion project in order to establish a framework for the final agreement, to provide direction to the Museum Board on the use of the building; and, to facilitate their strategic planning including project funding options.

- 111      3. Comox Valley Regional District (CVRD) - Low Income Regional Recreation All Access Pass Program
- 113      4. Council of Senior Citizens' Organization of BC (COSCO) - Observation of the UN International Day of Older Persons - October 1<sup>st</sup> - Proclamation and Flag
- 117      5. Comox Valley Coalition to End Homelessness - Letter of Support Re: Reaching Home Designated Community Expansion

*Staff Note:    The letter of support is requested by Wednesday, September 18<sup>th</sup>, 2019*

- 119      6. Comox Valley Regional District (CVRD) - Letter of Response to City of Courtenay Resolution for a Regional Accessibility Strategy

**6.00      INTERNAL REPORTS AND CORRESPONDENCE FOR INFORMATION**

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

- |                            |                    |
|----------------------------|--------------------|
| • Councillor Cole-Hamilton | • Councillor Morin |
| • Councillor Frisch        | • Councillor Theos |
| • Councillor Hillian       | • Mayor Wells      |
| • Councillor McCollum      |                    |

## **8.00 RESOLUTIONS OF COUNCIL**

### **1. Councillor Cole-Hamilton - Nuisance Abatement and Cost Recovery Bylaw**

*Staff Note: Reference Unfinished Business - Agenda Item 9.1 - Delegation Anne Berman - Nuisance Dwelling Abatement / Good Neighbour Bylaw*

That Council direct staff to provide a report to Council with options and implications for implementing a nuisance abatement and cost recovery bylaw similar to the City of Prince George.

### **2. In Camera Meeting**

That notice is hereby given that a Special In-Camera meeting closed to the public will be held September 16<sup>th</sup>, 2019 at the conclusion of the Regular Council Meeting pursuant to the following sub-sections of the *Community Charter*:

- 90 (1) (e) the acquisition, disposition or expropriation of land or improvements, if the council considers that disclosure could reasonably be expected to harm the interests of the municipality;
- 90 (1) (i) the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

## **9.00 UNFINISHED BUSINESS**

### **1. Delegation - Anne Berman - Nuisance Dwelling Abatement / Good Neighbour Bylaw**

Anne Berman, west Courtenay resident, is asking Council to form a committee or task force to implement an effective nuisance abatement bylaw in the City of Courtenay with citizen input.

## **10.00 NOTICE OF MOTION**

## **11.00 NEW BUSINESS**

- 121 1. Districts of Squamish and Tofino - Letter of Introduction and Joint Local Government Submission regarding Provincial Plastics Action Plan

**Suggested motion:** that the City of Courtenay Council supports and wishes to join the submission from the Districts of Squamish and Tofino in response to the Ministry of Environment and Climate Change Strategy's proposed amendments to the *Recycling Regulation of the Environmental Management Act*.

*Staff Note: The resolution of support is requested by 12:00 p.m. (noon) Wednesday, September 25<sup>th</sup> 2019*

## **12.00 BYLAWS**

### **For First and Second Reading**

- 127 1. “Zoning Amendment Bylaw No. 2980, 2019”  
(A bylaw to Amend Division 8 Classification of Zones - Section 8.18.1 by deleting the following: “notwithstanding any provision of this bylaw, a storefront cannabis retailer is a permitted use - 605/625 Cliffe Avenue)

### **For First, Second and Third Reading**

- 129 1. “Development Cost Charge Reserve Fund Expenditure Bylaw No. 2979, 2019”  
(A bylaw to )

## **13.00 ADJOURNMENT**



**Minutes of a Regular Council Meeting held in the City Hall Council Chambers, Courtenay, B.C., on Tuesday, September 03, 2019 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 & Corporate Services/Deputy CAO  
W. Sorichta, Manager of Legislative & Corporate Administrative Services  
I. Buck, Director of Development Services  
R. O'Grady, Director of Engineering Services  
A. Berard, Manager of Financial Planning, Payroll & Business Performance  
M. Fitzgerald, Manager of Development Planning  
R. Matthews, Executive Assistant  
A. Guillo, Manager of Communications

**1.00 ADOPTION OF MINUTES**

**.01** Moved by Frisch and seconded by Morin that the August 19<sup>th</sup>,  
**MINUTES** 2019 Regular Council meeting minutes be adopted.  
**Carried**

**2.00 INTRODUCTION OF LATE ITEMS**

**3.00 DELEGATIONS**

Anne Berman, west Courtenay resident, presented information to Council related to Nuisance Dwelling Abatement and Good Neighbour bylaws enacted in other BC communities - such as Prince George, Hope, Kelowna, Surrey and Parksville - which impose regulations and cost recovery for work carried out by municipal staff or RCMP for abatement and mitigation of nuisance activity on private property.

The delegation is asking Council to form a committee or task force to implement an effective nuisance abatement bylaw in the City of Courtenay with citizen input.

Jenny Deters, President and Catherine Thompson, Executive Director, Downtown Courtenay Business Improvement Association (DCBIA) presented information to Council related to options for the 5<sup>th</sup> Street Bridge Rehabilitation Project.

The delegation asked Council to suspend the addition of the cantilevered multi-use pathway and instead reconsider the 6<sup>th</sup> Street multi-use pedestrian bridge option.

**Councillor Cole-Hamilton left Council Chambers at 5:11 p.m.**

**Councillor Cole-Hamilton returned to Council Chambers and took his seat at 5:13 p.m.**

Audrey Craig, President, and Tom Blackburn, Director, Filberg Heritage Lodge and Park Association, presented information to Council about the Filberg Lodge and Park Association including annual events hosted throughout the years and on-site amenities including a gift shop and facility rentals.

The delegation asked Council to help support the Filberg Heritage Lodge & Park Association by promoting awareness of the programs and services they have to offer.

#### **4.00 STAFF REPORTS/PRESENTATIONS**

**.01**

REVITALIZATION  
TAX EXEMPTION  
784 - 7<sup>TH</sup> STREET  
1960-20-1903

Moved by Hillian and seconded by McCollum that based on the September 3<sup>rd</sup>, 2019 staff report “Revitalization Tax Exemption for 784 - 7<sup>th</sup> Street” that Council authorize the Mayor and Director of Legislative and Corporate Services to enter into a Revitalization Tax Exemption Agreement on behalf of the City with 669535 BC Ltd. for the property legally described as Lot 1, Block 9, District Lot 127, Comox District, Plan 472B (784 - 7<sup>th</sup> Street); and

That Council authorize staff to issue a Tax Exemption Certificate to 669535 BC Ltd. for the property legally described as Lot 1, Block 9, District Lot 127, Comox District, Plan 472B (784 - 7<sup>th</sup> Street) for a period of five years from the date of building occupancy.

**Carried**

**.02**

REVITALIZATION  
TAX EXEMPTION  
680 - 5<sup>TH</sup> STREET  
1960-20-1902

Moved by McCollum and seconded by Frisch that based on the September 3<sup>rd</sup>, 2019 staff report “Revitalization Tax Exemption for 680 - 5<sup>th</sup> Street”, that Council authorize the Mayor and Director of Legislative and Corporate Services to enter into a Revitalization Tax Exemption Agreement on behalf of the City with Thandi Homes Ltd. for the property legally described as Lot A, Section 61, District Lot 127, Comox District, Plan EPP 91044 (680 - 5<sup>th</sup> Street); and

That Council authorize staff to issue a Tax Exemption Certificate to Thandi Homes Ltd. for the property legally described as Lot A, Section 61, District Lot 127, Comox District, Plan EPP 91044 (680 - 5<sup>th</sup> Street) for a period of five years from the date of building occupancy.

**Carried**

**.03**

OFFICIAL  
COMMUNITY PLAN  
PROJECT UPDATE  
6480-01

Moved by Frisch and seconded by McCollum that based on the September 3<sup>rd</sup>, 2019 staff report “Official Community Plan Project Update”, Council approve OPTION 1 and create an Official Community Plan Advisory Committee based on the Terms of Reference in Attachment No. 1 of this report and direct staff to begin the recruitment process.

**Carried**

## **5.00 EXTERNAL REPORTS AND CORRESPONDENCE FOR INFORMATION**

## **6.00 INTERNAL REPORTS AND CORRESPONDENCE FOR INFORMATION**

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

COUNCILLOR  
COLE-HAMILTON

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

- Comox Valley Overdose Working Group
- Met with Courtenay residents regarding organic materials collection
- Met with Jenny Deters, President, Downtown Courtenay Business Improvement Association (DCBIA) re: 5<sup>th</sup> Street Bridge Rehabilitation project
- CVRD Board meeting
- Climate Caucus Communications Team meeting
- Meeting with Ajinkya “Jinkx” Chodankar, Comox Valley Cricket Club following a racial incident that transpired August 4<sup>th</sup>

Councillor Cole-Hamilton mentioned there will be a Cricket Fun Game with Local Leaders 5:00 p.m., Sunday, September 8<sup>th</sup> 2019 at Lewis Park; participants and spectators are welcome

COUNCILLOR  
FRISCH

Councillor Frisch mentioned there is an upcoming Local Leaders meeting with Thom Armstrong, Executive Director, Co-Operative Housing Federation of Canada, 12:00 p.m. (noon), Monday, September 16<sup>th</sup>, 2019 hosted at the Vancouver Island Visitor Centre, 3607 Small Rd #101, Courtenay

COUNCILLOR  
HILLIAN

Councillor Hillian reviewed his attendance at the following events:

- CVRD Board meeting
- Kus-kus-sum Liaison Committee meeting

COUNCILLOR  
MORIN

Councillor Morin reviewed her attendance at the following events:

- Met with Councillor Cole-Hamilton, Comox Valley Drug Strategy Committee and Comox Valley Overdose Working group members to discuss a potential grant proposal
- Met with homelessness advocates to discuss shared concern related to homelessness and housing
- Motorized scooter tour with John Higginbotham, Comox Valley Accessibility Committee member
- Met with Jenny Deters, President, Downtown Courtenay Business Improvement Association (DCBIA) re: 5<sup>th</sup> Street Bridge Rehabilitation project
- Met with Ian Kalina, Executive Director, Boys & Girls Club of Central Vancouver Island re: child care proposed plan and increased spaces
- Social Planning Committee meeting

Councillor Morin mentioned two upcoming Social Planning Workshops for local government and federal candidates, Eat, Think Vote event 4:00 - 7:00 p.m., Thursday, October 10<sup>th</sup> and 1:00 - 4:00 p.m., Thursday, November 7<sup>th</sup>, 2019

MAYOR  
WELLS

Mayor Wells reviewed his attendance at the following events:

- Met with Inspector Mike Kurvers, Comox Valley RCMP, to discuss community policing issues including nuisance (problem) houses and assaults
- Celebration of Life for Robert (Bob) Ash
- Comox Valley Exhibition opening ceremony and Proclamation - Comox Valley Exhibition Weekend August 23<sup>rd</sup> - 25<sup>th</sup>, 2019
- Met with John Hedican re: opioid crisis and safe drug supply
- Proclamation - Kidsport Week September 7<sup>th</sup> to 13<sup>th</sup>, 2019

Mayor Wells encouraged participation in the Fanny Bay Challenge to rally the community to support those businesses impacted by infrastructure improvements and road closures in the area; event date: Thursday, September 5<sup>th</sup>, 2019

## **8.00 RESOLUTIONS OF COUNCIL**

**.01**  
IN CAMERA  
MEETING

Moved by McCollum and seconded by Hillian that notice is hereby given that a Special In-Camera meeting closed to the public will be held September 3<sup>rd</sup>, 2019 at the conclusion of the Regular Council Meeting pursuant to the following sub-section of the *Community Charter*:

- 90 (1) (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.

**Carried**

**9.00 UNFINISHED BUSINESS**

**10.00 NOTICE OF MOTION**

**11.00 NEW BUSINESS**

**12.00 BYLAWS**

**6:10 p.m. Councillor Hillian and Councillor Morin recused themselves citing a possible conflict of interest as Councillor Hillian serves on the Board of one of the organizations applying for the permissive tax exemptions in 2020 and Councillor Morin is employed by one of the organizations applying for the permissive tax exemptions in 2020.**

<b>.01</b> BYLAW NO. 2974, 2019, TAX EXEMPTION 2020 (TO EXEMPT CERTAIN LANDS & IMPROVEMENTS FROM TAXATION FOR THE YEAR 2020)	Moved by Frisch and seconded by McCollum that “Tax Exemption 2020 Bylaw No. 2974, 2019” pass first, second and third reading. <b>Carried</b>
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**Councillors Hillian and Morin returned to Council Chambers at 6:11 p.m. and took their seats.**

<b>.02</b> BYLAW NO. 2975, 2019, TAX EXEMPTION CHURCHES 2020 (TO EXEMPT LANDS SET APART FOR PUBLIC WORSHIP, FROM TAXATION FOR 2020)	Moved by Cole-Hamilton and seconded by Theos that “Tax Exemption Churches 2020 Bylaw No. 2975, 2019” pass first, second and third reading. <b>Carried</b>
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<b>.03</b> BYLAW NO. 2976, 2019, TAX EXEMPTION 2020-2024 (TO EXEMPT CERTAIN LANDS & IMPROVEMENTS FROM TAXATION FOR 2020 - 2024)	Moved by Cole-Hamilton and seconded by Frisch that “Tax Exemption 2020-2024 Bylaw No. 2976, 2019” pass first, second and third reading. <b>Carried</b>
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**.04**

BYLAW NO. 2958,  
2019,  
ZONING AMENDMENT  
TO ALLOW  
STOREFRONT  
CANNABIS RETAILER  
AS PERMITTED USE  
(#101 - 576  
ENGLAND AVENUE)

Moved by Frisch and seconded by Hillian that “Zoning  
Amendment Bylaw No. 2958, 2019” pass third reading.  
**Carried**

**.05**

BYLAW NO. 2958,  
2019,  
ZONING AMENDMENT  
TO ALLOW  
STOREFRONT  
CANNABIS RETAILER  
AS PERMITTED USE  
(#101 - 576  
ENGLAND AVENUE)

Moved by Frisch and seconded by Hillian that “Zoning  
Amendment Bylaw No. 2958, 2019” be finally adopted.  
**Carried**

**13.00 ADJOURNMENT**

**.01**

Moved by Hillian and seconded by McCollum that the meeting  
now adjourn at 6:17 p.m.  
**Carried**

**CERTIFIED CORRECT**

\_\_\_\_\_  
**Corporate Officer**

**Adopted this 16<sup>th</sup> day of September, 2019**

\_\_\_\_\_  
**Mayor**

Comox Valley Cycling Coalition: [CycleCV.com](http://CycleCV.com)



## **5<sup>th</sup> Street Bridge Non-Vehicle Counts Report on Findings**

Version 1.0  
Gregg Strong  
August 20, 2019

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## 1. INTRODUCTION

The City of Courtenay is considering options for an improved solution for pedestrians, cyclists, mobility scooters and others to safely cross the Courtenay River. There is a current proposal to widen sidewalks on 5<sup>th</sup> Street Bridge, as part of an overall maintenance upgrade which is due. There is also consideration of a possible 6th Street crossing for pedestrians, cyclists and others.

This past June 2019, the Comox Valley Cycling Coalition (CVCCo) implemented a count of passing cyclists at 10 key locations throughout the Comox Valley. A prominent finding was that 5<sup>th</sup> Street Bridge stood out. Counts were very high and usage patterns were complex.

On Tuesday August 6<sup>th</sup> and Saturday August 11 (2019), CVCCo conducted counts of all non-vehicle crossings of 5<sup>th</sup> Street Bridge. 12 volunteers, plus a mobile support team, enabled the counts to be implemented for three shifts on each day: 7am to 11am, 11am to 3pm, and 3pm to 7pm.

Objectives of the August 5<sup>th</sup> Street Bridge counts were to:

- provide accurate counts of all non-vehicle users crossing the bridge
- gather data to support a deeper understanding of how non-vehicle users engage with the bridge (e.g. time of day? mode of crossing? preferred side to cross? direction of crossing?)
- provide an information resource to help inform the decision-making process for an improved Courtenay River crossing

This report consolidates and presents data gathered during the two days of the August 2019 CVCCo 5<sup>th</sup> Street Bridge counts.

If you have questions about this report, or wish to share feedback, please contact the Comox Valley Cycling Coalition via our website ([CycleCV.com](http://CycleCV.com)), or by email at: [CycleCV@gmail.com](mailto:CycleCV@gmail.com).

## 2. A WORD OF THANKS

Special thanks to the volunteers who participated and made this 5th Street Bridge count possible. Thanks also to CVCCo Board members on the support teams. The commitment and positive energy brought by all was fabulous.

Figure 1: Volunteer counters on the job



Bob Hauser & Roz Smith at the Comox Valley Cycling Coalition counting station, at the SE corner of 5th Street. They took on the 11am to 3pm shift on Saturday August 10. Photo by Angela Holmes

### 3. 5TH STREET BRIDGE

#### 3.1 Clarification of terms

In this report, “the bridge” is used as a short version of “5th Street Bridge”.

The compass orientation of the bridge crossing is from SW (5th Street in downtown Courtenay) to NE (Lewis & Sims Parks on the East Courtenay side of the river). To keep things simple, this report refers to the “west” (downtown) and “east” (east Courtenay) ends of the bridge.

The south of the bridge looks out towards the estuary. As opposed to the ‘south sidewalk’, the ‘south side’ of the bridge includes the south sidewalk, along with the adjacent roadway lane (with west to east traffic flow), which is used by some cyclists to cross. The ‘north side’ includes the north sidewalk and adjacent roadway lane (east to west traffic flow).

#### 3.2 Courtenay plans

Here is a quote from the City of Courtenay webpage for the 5th Street Bridge Rehabilitation:

*Built in 1960, the 5th Street Bridge acts as a gateway to downtown Courtenay and requires rehabilitation to maintain the existing level of service for multiple modes of transportation. Over the years, multiple engineering assessments of the bridge have identified the need for structural repairs and re-coating to prevent continued deterioration. This rehabilitation is important to extend the functional service life.*

Check out [this City of Courtenay link](https://www.courtenay.ca/EN/main/city-hall/projects-gallery/5th-street-bridge-rehabilitation.html) (https://www.courtenay.ca/EN/main/city-hall/projects-gallery/5th-street-bridge-rehabilitation.html) for more information, including updates on Courtenay Council activity related to the bridge upgrade, proposed extended cantilever sidewalks, possible 6th Street crossing assessment, and more.

### 3.3 Bridge approaches

The count scope did not include tracking details of how bridge crossers engaged with each of the on / off approach options. However, the counts by transport mode, along with the patterns of crossing presented in this report, should help clarify the requirements that must be addressed by any new and/or upgraded approaches.

Following are a few characteristics of the current approaches:

- At the west (downtown) end of the bridge, along 5th Street, there is sharp little hill heading up to Cliffe Avenue. It is steep enough to discourage some casual cyclists, and others (e.g. less mobile pedestrians, or mothers with baby strollers), from taking this route. It also means that some cyclists (and perhaps skateboarders?) heading east over the bridge, may enter the bridge proper, or SW sidewalk access, moving at a swift speed. Any new 6th Street crossing, would face a similar short, sharp hill up from the river to the Courtenay Riverway and Cliffe Avenue.
- With many cyclists choosing to ride the bridge sidewalks, many continue riding on sidewalks beyond the bridge, or mount sidewalks well before reaching the bridge. This is particularly the case at the east end of the bridge.
- Under the east end of the bridge, along the east banks of the Courtenay River, is a roadway underpass, complete with sidewalk. There are looping access lanes to the parks and underpass on both sides further along to the east. However, at the immediate east end of the bridge (SE & NE corners), there are steep grass slopes down to this underpass. Volunteer counters had to keep a sharp eye out for pedestrians, cyclists and boarders who came up to, or left the bridge, via these steep slopes. A significant number of bridge crossers want to get down to (or come up from) the underpass as directly as possible, perhaps just to reach the riverside, or to cross to the other side of the road.
- At the west (downtown) end, there is a north <> south sidewalk under the bridge. However, to get up to (or go down from) the SW sidewalk, which enables access onward via Anderton to the popular Courtenay Riverway, one needs to go up a staircase. This makes this sidewalk unpopular with cyclists, and impossible for mobility scooters or baby strollers. The report author can report from personal experience: if I am cycling east to west heading up to the 5th Street business area, I will cycle the north roadway lane. However, if I plan to head south along the Riverway, I will take the south sidewalk. It is possible that this unpopular staircase partially explains why most non-vehicle bridge crossers choose to cross on the south side.
- In preparation for the bridge counts, we met with John Higginbotham of the Courtenay Accessibility Committee. He commented that there were issues with the angle of slope at several points on the approach sidewalks, particularly on the west (downtown) side. This creates challenges for mobility scooters.

### 3.4 More bridge characteristics

- At the start of the bridge sidewalks on either side, there are sign for cyclists to dismount. However, given that close to 80% of cyclists who choose to cross on a sidewalk ride either all or part of the way across, it seems the signs don't line up with how cyclists engage with the bridge. Anecdotal reports suggest that most cyclists stop riding to give right of way to oncoming pedestrians or mobility scooters.

- *Figure 2* (photo) below takes a closer look at the east end of 5th Street Bridge. See the sign in the red circle to the left: “Cyclists using sidewalk stop and dismount”. At the right, another sign, showing a cyclist with a car behind, and the injunction “Single File”. This is necessary, as the roadway lane is narrow, with a fixed railing to the right giving cyclists no room to move further over. Unfortunately, some vehicle drivers are not accustomed to falling into line behind cyclists. If a cyclist does not ‘take the lane’ so a vehicle cannot pass, some motorists invariably seek to pass – even on the narrow bridge. Cyclists get trapped in a frighteningly tight squeeze. For this reason, most cyclists choose to take the sidewalk across the bridge. With the current design, it is not advisable to encourage less confident cyclists to ride the roadway. Changing the sign to tell vehicle drivers NOT to pass cyclists on the bridge might prove to be both safer and more effective.

*Figure 2: Cycling signs at east end of 5th Street Bridge*

At the bottom left corner of the pic below, where the south sidewalk begins, is a sign highlighting yet another bridge attraction: “No climbing or jumping from bridge”. In summertime, the river is popular with ‘tubers’ and others looking to cool off.

*Photo by Angela Holmes*



- Another observation from John Higginbotham of the Courtenay Accessibility Committee: he commented that a saving grace with the current bridge sidewalk is that, where the girders come down to the platform surface at the inner (roadway) side of the sidewalks (see pic above), they help form a succession of sheltered set-backs off the main sidewalk. This means that it is almost always possible to find room for two crossers of a sidewalk (even mobility scooters, cyclists or strollers) to pass each other in opposite directions: one party moves over into one of these girder set-backs.

#### 4. KEY FINDINGS

- Over the two days, a total of **1,895 non-vehicle person counts** were recorded crossing the bridge.
  - There were 1,186 counts on Tuesday August 6, and 727 counts on Saturday August 10
  - 51% of total counts were pedestrians, 45% were cyclists, and 4% were mobility scooters or boarders/manual scooters.



- If we examine counts by hour of day, both Tuesday and Saturday present a rough curve, with lower counts early and late in the day, and the highest hourly counts roughly between noon and 5pm. The busiest single hour (123 crossings) was 12 noon to 1pm on Tuesday.
  - If we look only at cyclists, there is a 'bump' from 3 to 5pm (perhaps a commute cohort), along with a busy lunch hour.
- 55 mobility scooters were counted. They were distributed throughout the day, with the highest presence in the afternoon. Crossings in both directions are common on both sidewalks.
- As expected, the August bridge counts confirmed earlier findings of high counts with a varied and competing mix of crossings. This report details numbers, along with complex usage patterns. For example:
  - Bridge crossings recorded from west to east vs east to west were roughly comparable.
  - 60% of those crossing on a sidewalk chose the south sidewalk – a strong enough user preference to have possible design implications.
  - The majority of sidewalk users crossed in a direction aligned with the adjacent flow of vehicle traffic - west to east on the south sidewalk, and east to west on the north sidewalk. However, roughly 40% of sidewalk users chose to cross in the direction against the flow of adjacent vehicle traffic. Any future design must manage the frequent meetings of oncoming sidewalk users, from all modes of those crossing.
  - Approaching 70% of cyclists crossing 5th Street Bridge chose to use a sidewalk. This was expected, as the bridge roadway option is best for experienced cyclists only. Almost 80% of cyclists on a sidewalk chose to ride all or part of their crossing.
  - Count volunteers reported that sidewalk users demonstrate considerable civility to manage when oncoming parties meet on a sidewalk. Most commonly, cyclists will stop, and often dismount, if they meet pedestrians.
- Just under 20% of cyclists were coded as likely seniors, which is consistent with the June counts. Interestingly, a lower 13% of pedestrians were coded as likely seniors.
- 7% of cyclists were coded as riding ebikes. This is lower than the 9% recorded during the counts in June, but is consistent with the % of ebikes coded in June just for 5th Street Bridge. Of those coded for ebikes, less than half were also coded as likely seniors.
- Roughly 64% of bridge crossers (all non-vehicle modes) were coded as male.
- 14 skateboarders or manual scooters were recorded, mostly in the mid to latter afternoon. 11 baby strollers were recorded. And yet more wheeled modes: volunteers made note of multiple shopping cart crossings.
- Adding to a lively mix were runners and dogs. This highlights the recreational attraction of the wider 5th Street Bridge area, with the Riverway to the SW, and the twin parks (Sims & Lewis) to the east.
- There were multiple reports of bridge crossers accessing or getting off both sidewalks via the steep grassy slopes at the east end of the bridge, down to the underpass between Lewis and Sims Parks. This may be relevant when considering the design for sidewalk approaches.

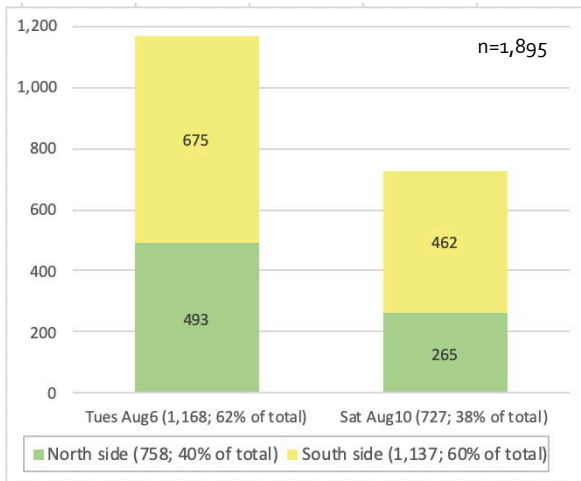
## 5. FINDINGS

Percentage findings have been rounded to the nearest whole number.

## 5.1 Some high level views

A total of **1,895 non-vehicle person crossings** were recorded over the two days the 5th Street Bridge count.

*Figure 3: Total counts, by day, by north vs south side of bridge*



*Figure 4: Counts and %, by pedestrian, cyclist & other*

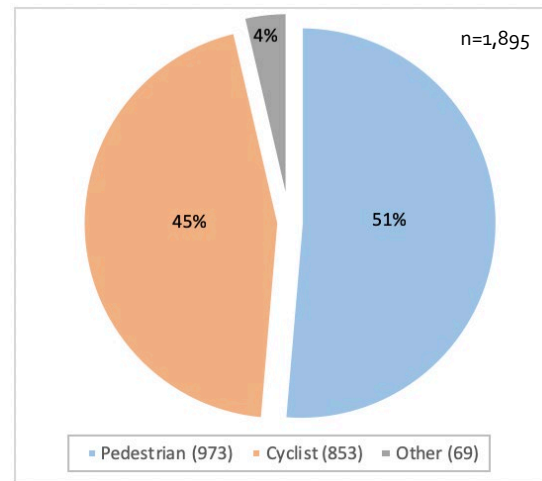


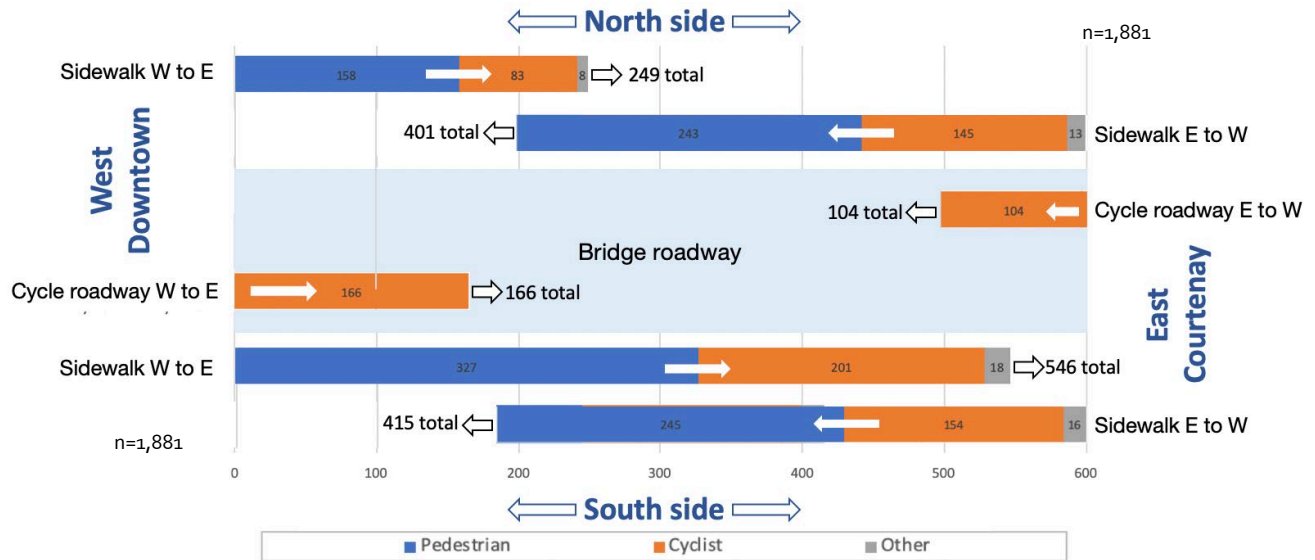
Figure 3 shows that 1,168 Tuesday crossings comprise 62% of our 2-day count sample; 727 Saturday crossings comprise the remaining 38%.

When designing the bridge counts, a weekday and weekend day had been chosen to see whether there would be different usage profiles. Unfortunately, this question remains unresolved. The difference in counts for the two days is partly explained by the fine, hot summer weather on Tuesday, vs the cooler, overcast weather on Saturday, with a forecast of likely rain. However, the significant count recorded on the Saturday (727) is useful, as it indicates the bridge gets high non-vehicle usage even on days of poor weather.

Figure 3 also splits out daily crossing counts by side of bridge used. The south side is the most popular, with 60% of crossings. 58% of Tuesday crossings, and 64% of Saturday crossings, were on the south side. This strong preference may have implications on the design process.

Figure 4 aggregates counts from the two days to show the overall percentages of non-vehicle mode crossings of the bridge. 51% of the sample were pedestrians, 45% cyclists and the rest 'other'. Other is comprised of mobility scooters and skateboarders / manual scooters. Any design for non-vehicle bridge crossings must accommodate all these modes.

Figure 5: Counts by transport mode, crossing option chosen, &amp; direction of travel

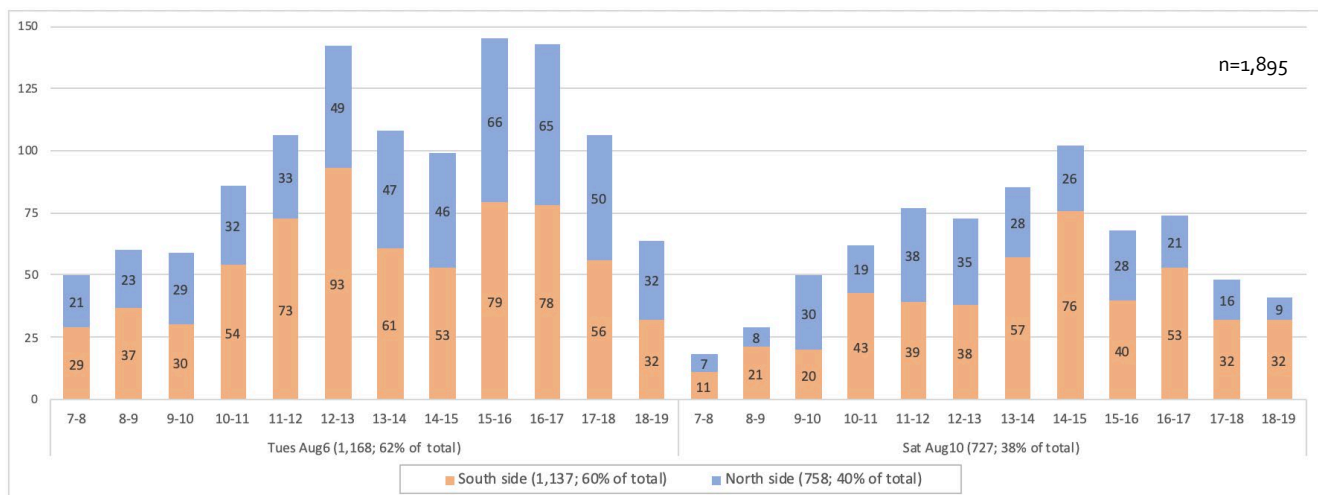


The above schematic presents the flow of non-vehicle traffic across the bridge, based on counts from both days. 14 boarders (skateboards or manual scooters) have been excluded as we did not record their crossing with direction of travel.

A few key points.

- on both the north sidewalk and the south sidewalk, there are significant numbers of both cyclists and pedestrians, with a smaller number of mobility scooters (other). Lots of crossers, of all modes, are using both sidewalks to go in both directions.
- a minority of cyclists (32%) in our counts chose to cross by riding the bridge with the flow of traffic (east to west in the north lane, and west to east in the south lane)
- sidewalk counts of cyclists include both those who chose to ride the sidewalks, and those who chose to walk their bikes on the sidewalks.

Figure 6: Counts by day, hour &amp; side of crossing





The above chart includes bridge crossers on the sidewalks, along with cyclists riding either the south or north roadway lanes.

60% of bridge crossers chose the south side (58% on Tuesday; 64% on Saturday). Particularly on Tuesday, bridge crossers were out fairly early, with 50 from 7 to 8am, many of them perhaps on their way to work. Tuesday had several peaks, at mid-day, and from 3 to 5pm, which may reflect an afternoon cohort on their way home from work. Crossings were fairly steady throughout the day, particularly from 10am to 6pm.

Peak counts on Saturday were from 2 to 3 pm in the afternoon. There were steady counts from 10am through to 5pm.

*Figure 7: Counts by day, hour & direction of crossing*

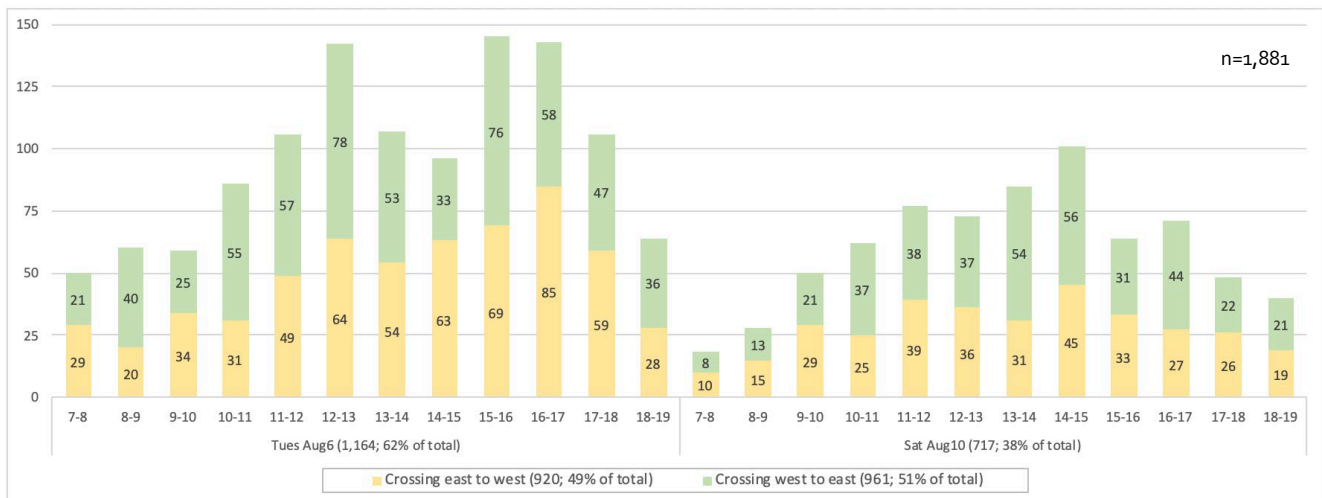


Figure 7 (above) has excluded 14 boarders as we did not collect direction of travel for these.

Although Figure 6 showed a preference to cross on the south side of the bridge, Figure 7 shows that counts by direction of crossing (east to west, or west to east) were roughly comparable. 51% of crossers over the two days went from west to east.

Figure 8: Crossing on the sidewalks, by side of bridge, hour &amp; mode of transport

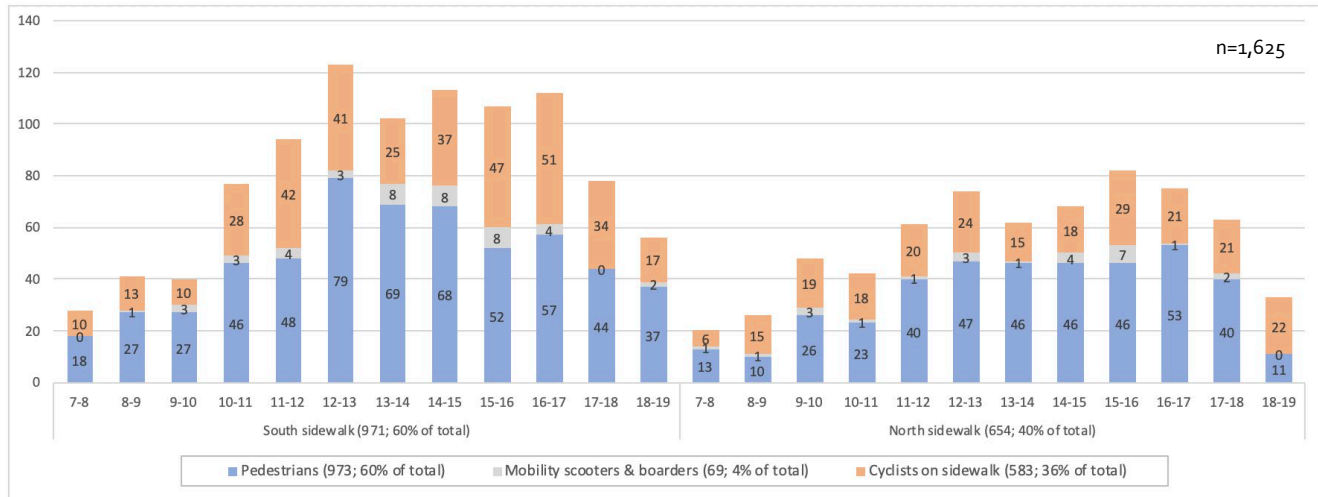


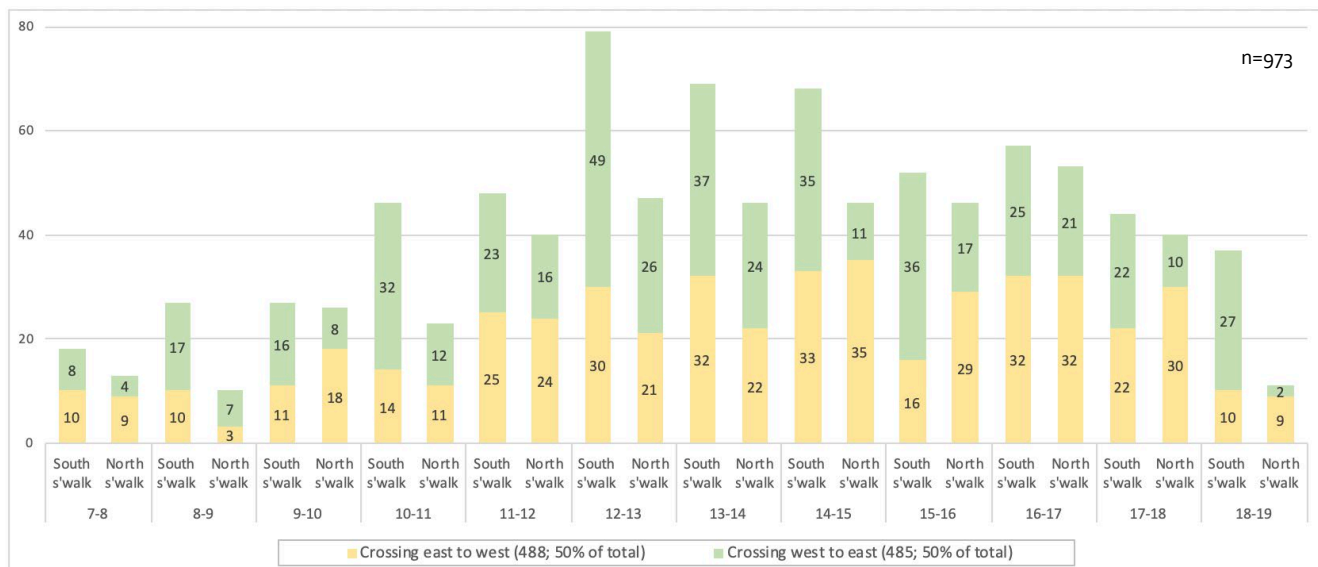
Figure 8 above focuses on only sidewalk crossings, by mode of transport. Counts are aggregated for the two days and presented by hour, split out by those recorded on the south sidewalk vs the north sidewalk. Cyclists riding across on the bridge roadway have been excluded, but cyclists riding or walking their bikes on the sidewalks have been included.

The south sidewalk gets significantly more use than the north sidewalk. For this sidewalk view, 60% of counts are pedestrians, 36% are cyclists, and 4% are mobility scooters or boarders.

80% of the 'mobility scooters and boarders' group were mobility scooters. Counts were modest, so any conclusions must be tentative. We see the highest counts from 1 to 4pm on the south sidewalk, and from 2 to 4pm on the north sidewalk.

## 5.2 Pedestrian counts & crossing choices

Figure 9: Counts of Pedestrians, by hour, bridge sidewalk chosen (south or north), &amp; direction of crossing



Consistent with the overall sample (all modes), pedestrian crossings over the 2 days were split almost equally between those headed east to west vs those headed west to east. Once more, though, we see a strong preference for the south sidewalk.

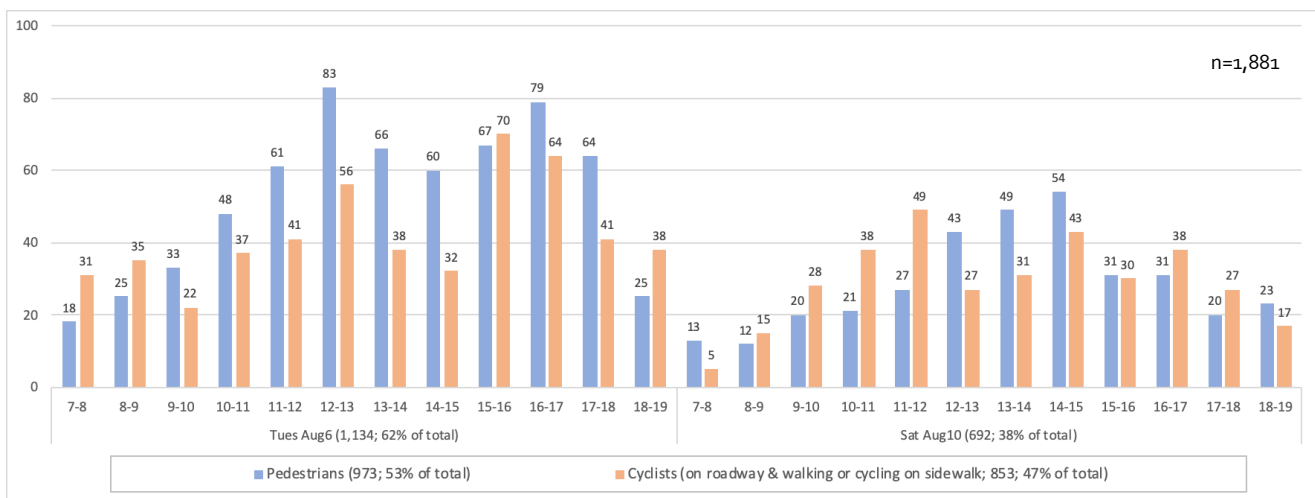
*Figure 10: Pedestrian summary counts and %, by direction of crossing and bridge sidewalk used (south or north)*

Sidewalk	All Pedestrians	Cross from east to west		Cross from west to east	
		Count	%	Count	%
South sidewalk	572	245	43%	327	57%
North sidewalk	401	243	61%	158	39%
Total	973	488	50%	485	50%

Although pedestrians cross in both directions on both the north and south sidewalks, *Figure 10* shows that a majority of pedestrians cross in the directions aligned with the flow of traffic. On the north sidewalk, 61% of pedestrians crossed from east to west, aligned with vehicle traffic on the north bridge lane. On the south sidewalk, 57% of pedestrians crossed from west to east, aligned with vehicle traffic on the south bridge lane.

Perhaps the more important information is that 403 (41%) of all pedestrians chose to cross on a sidewalk in the direction against the flow of traffic in the adjacent vehicle lane.

*Figure 11: Comparing pedestrian to cyclist counts, by day & hour*



Pedestrians and cyclists comprised 96% of total counts. *Figure 11* above provides a side by side comparison of pedestrian and cyclist bridge crossings, by hour. Mobility scooters and boarders have been excluded. All pedestrians used the sidewalks. Cyclist counts are a mix of those riding the bridge roadway, as well as those riding or walking the sidewalks.

Pedestrians comprised 53% of combined cyclist and pedestrian counts. On Tuesday, pedestrians were over 55% of the combined total, while on Saturday, pedestrians were a shade below 50%.

Cyclists outnumbered pedestrians from 7 to 9 on Tuesday morning, likely as many were commuter cyclists. Cyclist counts on Tuesday were low in the early afternoon, then highest between 3 and 5 pm,

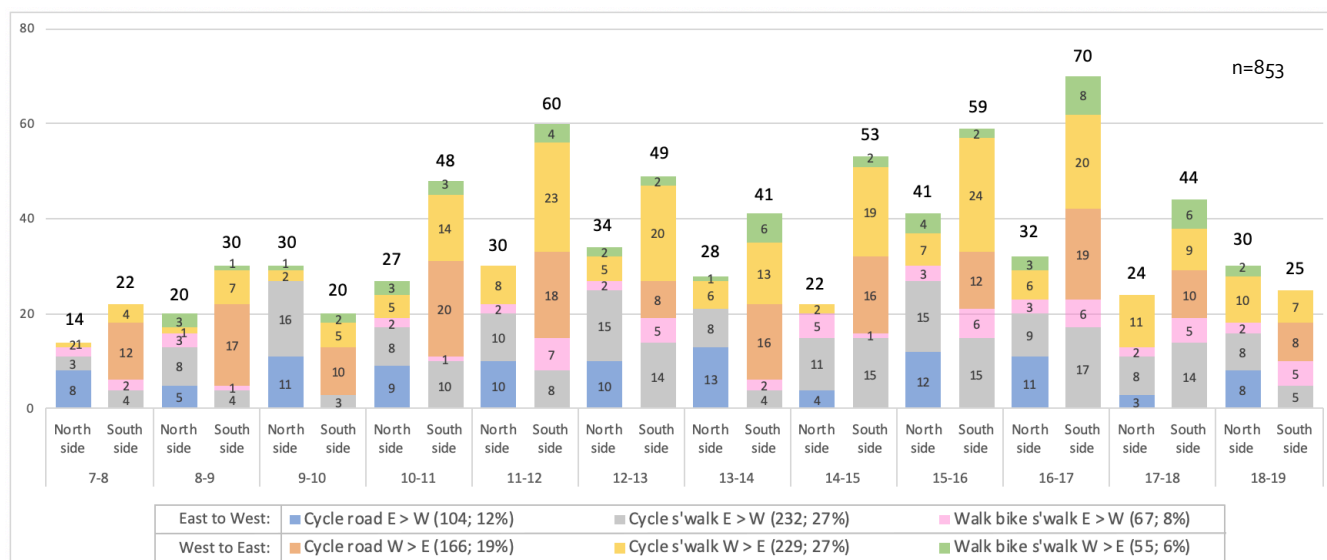
again suggesting a commuter cohort. Pedestrian counts on Tuesday were steadily high from 11am to 6pm, peaking from 12 noon to 1pm.

On Saturday, 6 hours had more cyclists, and 6 had more pedestrians. Cyclists were ahead from 9am to 12 noon; pedestrians from noon through the early afternoon.

### 5.3 Cyclist counts & crossing choices

Cyclist counts include ebikes, which were treated like a regular bicycle on the main form. On the secondary ('Other Info') form, ebikes were recorded as a distinct category.

*Figure 12: Counts of cyclists, by hour, side of bridge, how they crossed, & direction of crossing*



A busy chart, based on combined cyclist counts from the 2 days. Cyclists get complicated as, along with hour of crossing, they choose the north vs south side of the bridge, whether they cross from east to west or vice versa, and also how they cross: cycling on the roadway, or cycling a sidewalk, or walking their bike across a sidewalk. For those choosing the roadway, all counts on the south side cycled from west to east, and all counts on the north side cycled from east to west (aligned with the flow of vehicle traffic).

One approach to *Figure 12* is to compare column subtotals for the north side vs the south side for each hour of the day. You can then delve deeper into each column via the stacked colour options, which cover 6 categories (2 directions of crossing, by 3 types of crossings). Or – to view the above numbers summarized without the hourly breakdown, see *Figure 13* below.

The busiest stretch for cyclist crossings is from 3 to 5pm in the afternoon, with 10am until noon also showing high counts. As we have seen previously, there are significantly more cyclist crossings on the south side of the bridge than the north side. Intriguingly, the only exceptions to this south side preference were from 9 to 10am, and 6 to 7pm.

Early in the day, from 7 to 8am (both sides), and for the south side only from 8 to 11am, cycling the bridge roadway is the most commonly used crossing option, suggesting an experienced commute cohort at this time.

Figure 13: Cyclist direction of crossing – counts and % by side of bridge &amp; how crossed

Side of Bridge	How to Cross	East to West		West to East		Total
		Count	% E>W	Count	% W>E	
South Side	Ride roadway	0	0	166	100%	166
	Cycle sidewalk	113	41%	165	59%	278
	Walk bike on sidewalk	41	53%	36	47%	77
South side subtotals		154	30%	367	70%	521
North Side	Ride roadway	104	100%	0	0%	104
	Cycle sidewalk	119	65%	64	35%	183
	Walk bike on sidewalk	26	58%	19	42%	45
North side subtotals		249	75%	83	25%	332
Total		403	47%	450	53%	853

61% of cyclists (521) chose to cross on the south side of the bridge. 32% (166) of these cycled the bridge roadway from west to east. Of the remaining 355 cyclists who chose to cross on the south sidewalk, 78% chose to ride on the sidewalk.

39% of cyclists (332) chose to cross on the north side of the bridge. 31% (104) of these cycled the bridge roadway from east to west. Of the remaining 228 cyclists who chose to cross on the north sidewalk, 80% chose to ride on the sidewalk.

583 of 853 cyclists overall (68%) crossed the bridge on a sidewalk. Of these 583 cyclists, 461 (79%) rode their bikes on a sidewalk.

Volunteer counters were instructed to code a sidewalk cyclist as “riding” if they rode either all or part of the way across. There were anecdotal reports that cyclists who chose to ride the sidewalks would generally stop and pull over to give right of way, and perhaps dismount, if they encountered oncoming pedestrians or mobility scooters. Occasionally pedestrians would pull off to the side first, and cyclists would slow down then ride past. If cyclists came up behind slower pedestrians, in most cases they simply adjusted to the slower pace.

The above indicates that cyclists riding the sidewalks commonly give right of way to other modes of transport (though I am sure there are exceptions). This was also noted during the June CVCCo cyclist counts for other multi-use routes such as the Courtenay Riverway. This suggests a culture of civility on multi-user paths. In other jurisdictions, such as the Lower Mainland where the report author has experience as an active transportation advocate, a premise was that multi-use pathways would invariably lead to occurrences of contention. Will Courtenay will be able to sustain its good behaviour into the future?

## 5.4 eBikes

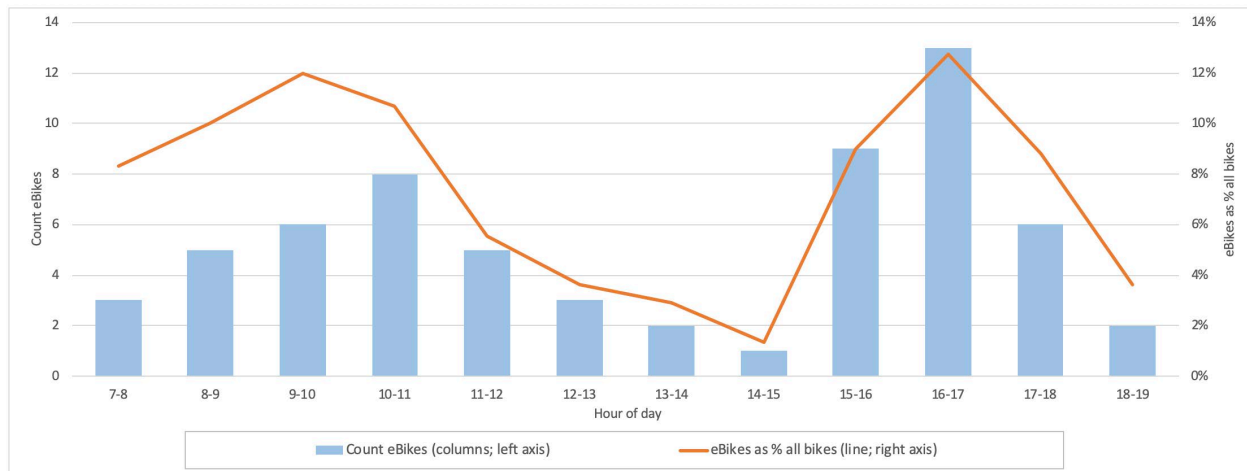
Ebikes represent a distinct and increasingly popular category of cycling. Bike shops in Courtenay say ebike sales now exceed those of mountain bikes.

A 2018 BC Cycling Coalition Study on Cycling Feasibility around the Comox Valley ([Mid Vancouver Island Cycling Feasibility Study](#), pp 32,33) quoted a recent local survey where 9% of respondents reported owning or having access to an electric bike. How high might this percentage grow? In the Netherlands, ebike ownership exceeded 30% in 2017.

Ebikes may be special in terms of designing cycling pathways, as they often move faster than regular bikes. As ebikes can be heavier, they can be slower to react if corrective action is needed.

For the 5th Street Bridge counts, volunteers were instructed to count ebikes with other bicyclists on the 'Main Tally Form', so they are included in the cyclist counts in [section 6.3](#) preceding. A separate tally box was also included for ebikes in the secondary 'Other Info Form', which was used for the chart below.

*Figure 14: eBike counts, and % of all cyclists, by hour*



It is not clear how comprehensive the ebike counts can be considered, as limited instruction in the identification of ebikes was conducted with volunteers. It is possible counts are understated, so these numbers should be considered a general indication only.

Over 60 ebikes were recorded (above 7% of all cyclists counted). As can be seen in *Figure 14*, there was no consistent pattern throughout the hours of the day, although high counts from 3 to 5pm are roughly consistent with the broader cyclist cohort.

Roughly 40% of ebikes recoded were also coded as 'seniors'. This is intriguingly low, suggesting that a view of ebikes as largely associated with seniors needs further investigation.

## 5.5 Mobility scooter counts & crossing choices

On the data capture forms used for the count, 'mobility scooter' was understood to include all motorized scooters and motorized wheelchairs. There was also a category for "manual" (human propelled) mobility scooters and wheelchairs, but no counts were recorded for this category.

Figure 15: Counts of mobility scooters, by hour, bridge sidewalk (south or north), &amp; direction of crossing

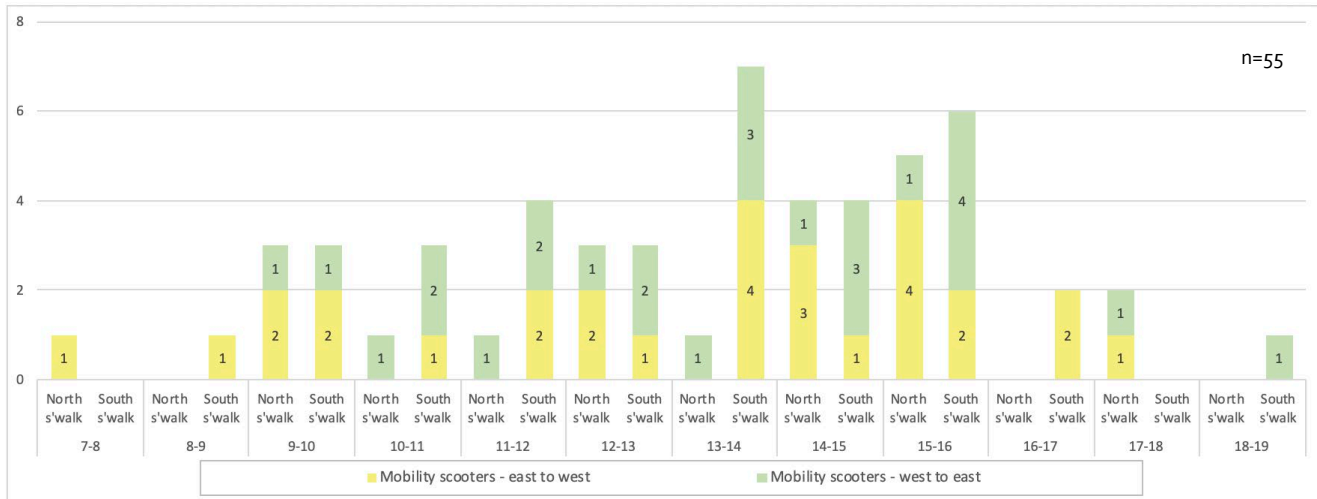


Figure 15 above combines counts from the two days. Counts are modest for mobility scooters and findings here should be viewed as indications only. However, mobility scooters are a significant presence, and a significant consideration when it comes to design of an enhanced 5th Street Bridge crossing.

Figure 16: Mobility scooter direction of crossing – counts and % by bridge sidewalk used (south or north)

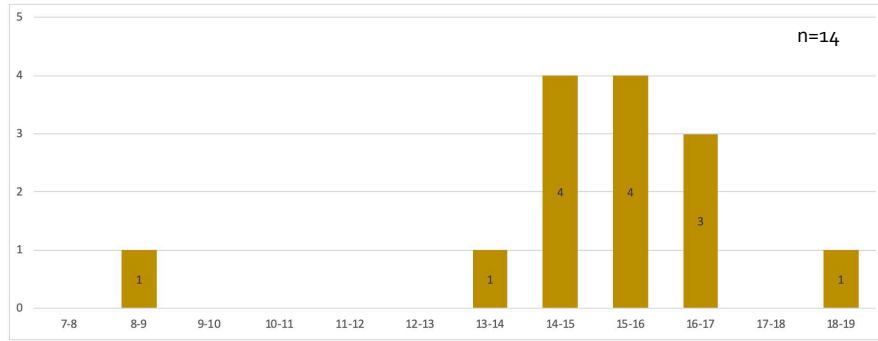
Sidewalk	All mobility scooters	Cross from east to west		Cross from west to east	
		Count	% E>W	Count	% W>E
South sidewalk	34	16	47%	18	53%
North sidewalk	21	13	62%	8	38%
Total	55	29	53%	26	47%

34 of 55 (62%) of mobility scooter crossings were on the south sidewalk, a clear preference. 53% of crossings on the south sidewalk were from west to east. On the north sidewalk, 62% of mobility scooter crossings were from east to west.

## 5.6 Boarders, scooters & strollers, counts & crossing choices

This final section is a catch-all for other wheeled transportation modes. Several of these were recorded on the count forms. Although numbers are small, they have been included as they highlight the variety and complexity of bridge users.

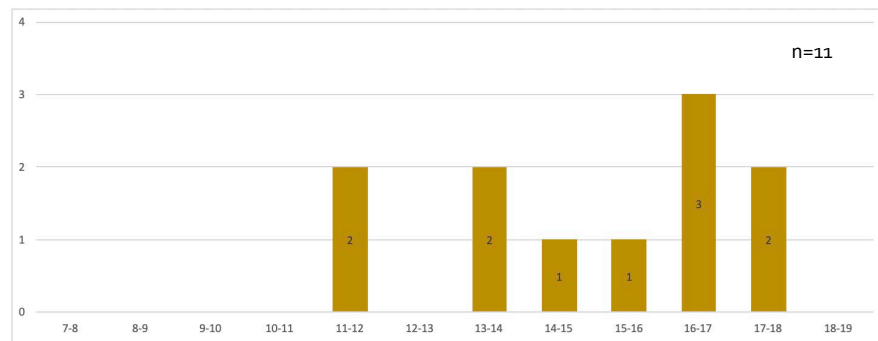
There was a coding box for "boards / scooters", which was included after a number of these were observed during the CVCCo June cyclist counts. Boards refers to skateboards. Scooters in this case are understood to mean the type that are human propelled, usually by someone standing on the scooter with one foot, and pushing against the ground with the other foot. We did not expect many boarders / scooters (14 were recorded), and the data capture form did not also collect direction of travel across the bridge.

*Figure 17: Counts of boarders / scooters, by hour*

Counts were low, and the boarders and scooters mostly crossed in the afternoon, with 2 to 5pm showing higher totals (though still low). 10 of the 14 crossings were on the south side. Between 2 and 3pm on Tuesday August 6, one youth skateboarder was recorded riding the roadway across the bridge(!)

Given the tiny sample size, *Figure 17* should be viewed as a possible indication only.

A number of folks have told us that motorized skateboards and motorized scooters (motors on scooters that have traditionally been manually pushed along with one foot) are growing at fast rates, mostly in urban areas. One can expect to see more of these motorized wheels in Courtenay.

*Figure 18: Counts of strollers, by hour*

Volunteers also recorded strollers crossing the bridge sidewalks. With the 5th Street Bridge area an attraction for families, it is natural to also see baby strollers on the bridge.

The above numbers are so tiny they should be viewed as a possible indication only.

## 5.7 Some Demographics

Demographic data related to age and gender was gathered. This sometimes required hasty subjective determinations as to the gender and approximate age of passing persons. Volunteers were instructed to go with their best instinct, or to leave tally boxes empty if they felt stumped. Findings below should only be used to inform general indications.



Figure 19: Counts by gender, and % female, by hour of day

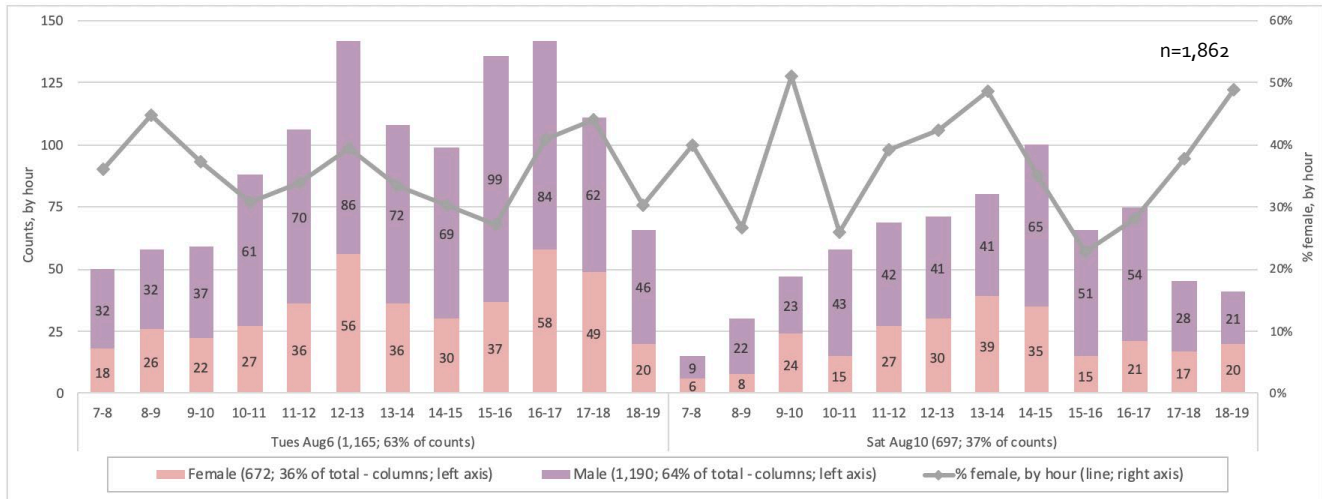


Figure 17 above shows male and female count comparisons by day and hour. Males accounted for 64% of counts on Tuesday and 63% on Saturday.

For the counts, we again see the daily curve, starting and finishing with lower counts. This trend is roughly common to male and female, with male counts higher as we would expect, given their representation within the overall sample. There are limited hourly ups and downs, in both overall counts and gender split, and it is possible that such variability is simply to be expected.

The percentage female by hour falls within a broad band roughly between just under 25% and just over 50%, with considerable hourly variation throughout the day.

Figure 20: A look into age groups, for pedestrians and cyclists

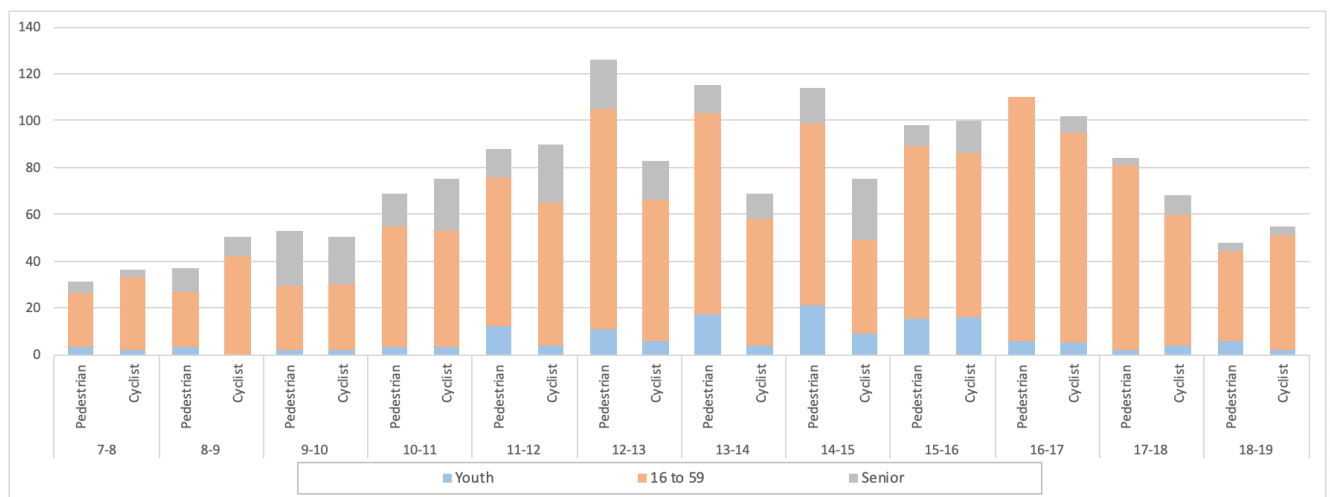


Figure 18 breaks counts of pedestrians and cyclists out into broad age categories: youth (0 to 15 years), 16 to 59 years, and Senior (60 years and above). Ebikes have been counted together with regular bikes (as was done with cyclist counts in section 6.3).

The chart does not incorporate column values as the coding for these age categories involved subjective determinations, and was occasionally not recorded. The chart should be used only to inform general indications.

As we saw earlier in [Figure 4](#), overall, more pedestrians were recorded than cyclists. However, more senior cyclists were coded than senior pedestrians. This is because slightly below 20% of all cyclists were coded as likely seniors, whereas roughly 13% of all pedestrians were coded as likely seniors. This is interesting, as some hold the view that most seniors seek less strenuous recreation.

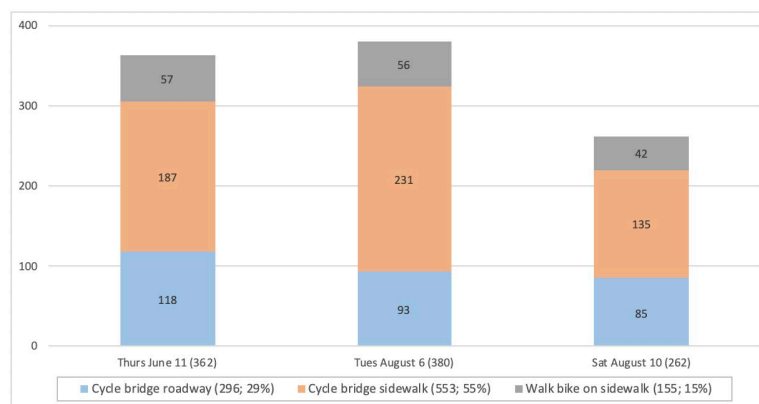
## 5.8 Lining up with the June 2019 counts

On Thursday June 13, the Comox Valley Cycling Coalition (CVCCo) conducted a count of passing cyclists at 10 key cycling locations in the Comox Valley. Weather was excellent. One of the locations was 5th Street Bridge, where the high counts and complex mix of bridge users stood out.

There are scope distinctions between the June count and the August count on 5th Street Bridge. The June count recorded cyclists only, while the August bridge count recorded all non-vehicle crossings. The June count was from 11am to 7pm, whereas the August bridge counts were from 7am to 7pm. The June count did not capture the sidewalk used (north or south) or the direction of crossing.

This still, however, leaves us with a significant overlap: during both counts, we recorded cyclists crossing the bridge between 11am and 7pm, along with a breakdown of how they crossed. Following are some observations based on lining comparable results up side by side.

*Figure 21: Counts of cyclists crossing 5th Street Bridge between 11am & 7pm, by day, by how the bridge was crossed*



For *Figure 21* above, counts from the early shift, 7am to 11am, have been removed from the August numbers in order to match the hours covered in June.

The total for Thursday June 6 (362) is right in the neighbourhood of the total for the weekday count on Tuesday August 6 (380). This brings us a larger sample, and suggests these numbers can be considered typical for cyclists on a latter spring or summer weekday with good weather.

In both the June and August counts, riding the sidewalk is the most chosen option for cyclists to cross the bridge. Thursday June 11 had a higher percentage of cyclists who chose to ride the bridge roadway (33%) than Tuesday August 6 (24%). However, the June 11 percentage was similar to Saturday August 10 (32%).

Several further comparisons between the June and August results:

- Overall, for the 10 locations tracked in the June count, just under 20% of cyclists were coded as likely seniors (60 years and above). This same figure applied to 5th Street Bridge alone in June. Results for our 2 day 5th Street Bridge count in August also showed just under 20% of cyclists coded as likely seniors – a very consistent result.
- In the June count, ebikes comprised roughly 9% of all cyclists recorded across the 10 locations. For the 5th Street Bridge location alone, the percentage of cyclists on ebikes was roughly 7%. Results for our 2 day 5th Street Bridge count in August had roughly 7% of cyclists coded as ebikes. For both rounds of counting, in June and August, less than half of ebikes coded were also coded as likely seniors.

## 6. FURTHER COMMENTS AND OBSERVATIONS

Below are some comments taken from the data capture forms.

- Just after 7pm on Tuesday August 6, the report author and two volunteers observed a scary bridge crossing. A cyclist riding east to west on the north side roadway stuck to the right side of the lane, not 'taking the lane'. A transit bus behind chose to pass the cyclist on the bridge, trapping the cyclist into a narrow space between the bus and the inner railing. Several vehicles behind the bus could not see the cyclist, and so also passed the cyclist to the left as they were coming off the bridge heading west. To quote one of the volunteers: *"All in all, a very dangerous situation and it probably happens more than we know."* We plan to share this incident report with Transit, and suggest that bus drivers should be instructed to NOT pass cyclists on the bridge. It is likely that most cyclists who do not 'take the lane' to ensure no one will pass them, are less confident riders, less able to manage when they find themselves in a scary situation.
- Some comments about the vehicle traffic on the bridge:
  - On Tuesday August 6, a volunteer counter on the early shift (7am to 11am), recorded: *"9:50am first back up for cars going east over bridge"*.
  - Another volunteer counter, working the 11am to 3pm shift on Tuesday, recorded when vehicle traffic backed up to a stop on the bridge. This happened at 11:20, 11:29, 11:45, 11:48, 11:53, 12:07, 13:06 and 13:36.
  - Finally, in the last Tuesday shift, 3pm to 7pm, another volunteer recorded that between 4:10 and 4:30, traffic *"... backed up onto bridge heading east"*.
- Several volunteers noted that occasionally bridge crossers would stop halfway across a sidewalk to view the river. It is not uncommon to see seals, water birds or paddle boarders. On hot summer days, the most common wildlife are tubers drifting downriver. It may be that a viewing platform should be part of any design.

## 7. SOME WORDS ON APPROACH & NUMBERS

The focus of the 2 days counts was on non-vehicle crossings of 5th Street Bridge.

Roadside counters had 2 forms to complete. Sample forms are attached in [Appendix 1](#). The Main Tally Form recorded 1 mark for each person crossing, placed within boxes specifying further information such as hour of day, mode of transport (e.g. pedestrian, cyclist), method of crossing (e.g. sidewalk, roadway), north or south side of bridge, and direction of crossing. The counts from the Main Tally Form are the basis for most of the analysis in this report, and can be considered to be accurate, or very nearly so.

The second form gathered characteristics such as gender, senior cyclists, and riding an ebike. Each person crossing was recorded in one row, which might receive multiple marks if relevant to the person being recorded. These roadside determinations can be subjective and were often hastily made. Volunteers were briefed, but not trained, and some variations in coding behaviour are likely. Findings based on this second form are best used only to inform general indications.

Both data capture forms had places for volunteers to add comments. Such comments were not required, but we did get useful observations.

As our interest was in the volume of non-vehicle bridge crossings, the same person was counted multiple times should they cross in one direction and then return later.

We chose to implement 3 full shifts of counting, covering 7am to 7pm on both Tuesday and Saturday, as we hoped to capture any commuter cohorts (particularly on the Tuesday). We chose a weekday and a weekend day, as it was uncertain how much variation there might be.

No construction or traffic obstructions were noted in the vicinity on either August count day.

## 8. APPENDIX 1: SAMPLE COUNTING FORMS

Figure 22: Sample 'Main Coding Form' for 5th Street Bridge Counts

**CVCCo 5th St Bridge Main Tally Sheet** (1 mark only, for each passing person, in appropriate tally box)

Volunteer(s):			Page      of	
Location: 5th Street Bridge		Date:	Shift: 7am to 11am	

	← East to West (E Courtenay to Downtown) ←			→ W to E (Downtown to E Courtenay) →		Cyclists (north)
Time	Cycle bridge roadway	Cycle sidewalk	Walk bike on sidewalk	Cycle sidewalk	Walk bike-sidewalk	
7-8	←	←	←	→	→	
8-9	←	←	←	→	→	
9-10	←	←	←	→	→	
10-11	←	←	←	→	→	

	← E to W on sidewalk (E Courtenay to Downtown) ←			→ W to E on sidewalk (Downtown to E Courtenay) →			Non-cyclists (north)
Time	Pedestrians	Mobility scooters	Mnl	Pedestrians	Mobility scooters	Mnl	
7-8	←	←		→	→		
8-9	←	←		→	→		
9-10	←	←		→	→		
10-11	←	←		→	→		

The diagram shows the 5th St Bridge with North and South sidewalks. To the west is Courtenay downtown, and to the east is East Courtenay. Landmarks include Lewis Park to the north and Sims Park to the south. The bridge is labeled '5th St Bridge Roadway'.

	→ West to East (downtown to E Courtenay) →			← E to W (E Courtenay to downtown) ←		Cyclists (south)
Time	Cycle bridge roadway	Cycle sidewalk	Walk bike - sidewalk	Cycle sidewalk	Walk bike-sidewalk	
7-8	→	→	→	←	←	
8-9	→	→	→	←	←	
9-10	→	→	→	←	←	
10-11	→	→	→	←	←	

	→ W to E on sidewalk (downtown to E Courtenay) →			← E to W on sidewalk (E Courtenay to downtown) ←			Non-cyclists (south)
Time	Pedestrians	Mobility scooters	Mnl	Pedestrians	Mobility scooters	Mnl	
7-8	→	→		←	←		
8-9	→	→		←	←		
9-10	→	→		←	←		
10-11	→	→		←	←		

Comments

Figure 23: Sample 'Other Info Form' for 5th Street Bridge Counts

**CVCCo 5th Street Bridge Active Transportation Counts – Other Info Form**

Volunteer(s):			Page      of
5th Street Bridge	Date:	Shift: 7am to 11am	Hour: 8am to 9am

**DON'T FORGET TO CHANGE SHEETS EVERY HOUR**, even if you still have empty rows!  
 One row for each passing non-vehicle/person – with 1 or more marks for each row, as relevant  
 If you are stuck on something (e.g. gender or age) go with your best guess or just leave blank

Counts	Female	Male	Youth cyclist	Youth pedestrian	Yth board/scooter	Senior cyclist	Senior pedestrian	Senior ebike	Non-senior ebike	Stroller	Comments
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
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Comments





## ABOUT CHFBC

We are the go-to hub for all things related to co-op living. We unite, represent and serve co-ops and their members. Governing and managing co-op homes and communities can be challenging. Whatever our members need, they can count on us to be there for them.

Membership in CHF BC is open and voluntary. Members support their federation through annual membership dues and fees for a wide range of programs and services. We are proudly independent — none of our annual revenue comes from government.

## OUR MISSION

Our mission is to unite, represent and serve our members in a thriving co-operative housing movement.

In 1982, responding to the need for a unified voice for housing co-ops in British Columbia, a handful of housing co-ops with an inspired vision of the future formed the Co-operative Housing Federation of BC.

CHF BC is a membership association and the sole member of a group of non-profit societies including COHO Management Services and the Community Land Trust (CLT). Collectively, the group supports and expands co-op housing and promotes better housing conditions while sharing skills and information within the community housing sector. CHF BC represents co-op housing to governments and the public and promotes co-op principles across the province.



# CO-OPERATIVE HOUSING FEDERATION OF BC

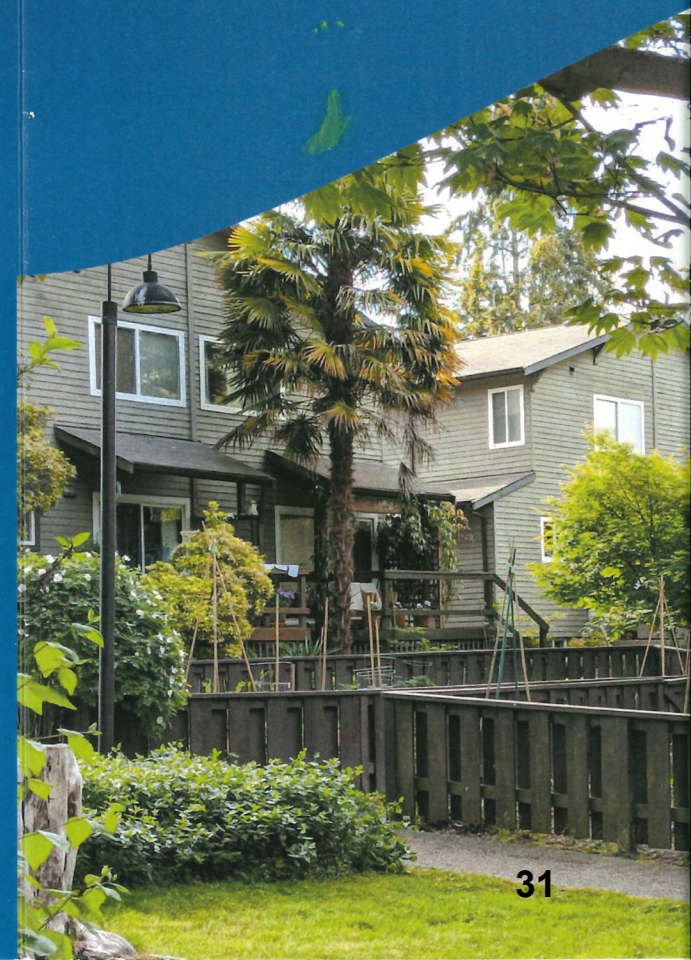
Growing a community of permanently  
affordable co-operative housing



Co-operative Housing  
Federation of British Columbia

220-1651 Commercial Drive  
Vancouver BC V5L 3Y3  
604.879.5111  
1.866.879.5111 Toll-Free  
chf.bc.ca

A STRONGER PLACE  
FOR COMMUNITY





# A STRONGER PLACE FOR COMMUNITY

## GROUP BUYING

Save big when you take advantage of our group buying programs. We tender contracts with trusted, highly skilled suppliers so your co-op can get the best quality and value on appliances, cabinets and countertops, flooring, financial services, maintenance supplies, telecom packages and waste and recycling.



## PLANNING & RENEWAL

Long-term planning is critical for co-op success. CHF BC's asset management planning program helps co-ops prepare for the future. Our team develops a long-term plan based on your co-op's Building Condition Assessment and the co-op's priorities. Your flexible plan is designed as a tool for your co-op to update over time.



## MAKING THE CONNECTION

Our members are at the heart of what we do. CHF BC connects with members and the public through our electronic newsletters and a growing social media following.

We bring members together and celebrate our diversity with initiatives to grow community. On our website, you'll find resources, the latest CHF BC news, details on our upcoming events, scholarship info and much more.



## EDUCATION

CHF BC offers the workshops, online webinars, customized content and resources you need to keep your co-op running smoothly with the latest in good governance, sound management and best practices to build strong communities.



## ADVOCACY

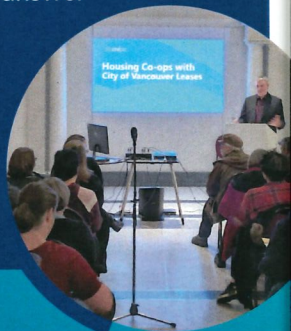
CHF BC actively works with community partners and all levels of government to create more co-ops in BC.

In 2018, we celebrated the first new co-ops in years — and we're just getting started! Fraserview Co-op will be one of BC's largest housing co-ops, and our work with the Community Land Trust means more than 1,500 new co-op homes will open in the near future.



## CO-OP SERVICES

CHF BC provides a variety of supports to our members and to members of individual co-ops. We answer queries, help co-ops transition away from government agreements and work to strengthen new housing co-ops.



## LEARN MORE

Visit [chf.bc.ca](http://chf.bc.ca) or email us at [members@chf.bc.ca](mailto:members@chf.bc.ca)





### HOW DO I JOIN A CO-OP

More than 250,000 Canadians live in housing co-ops. Do you want to join them?

Co-ops select their members independently and different co-ops have different processes. Many co-ops keep waiting lists.

Check out the CLT and CHF BC websites for co-op listings and more information about applying for membership.

When you apply for a co-op membership, you'll need to provide financial and household information.

### WHAT DOES IT COST?

You will need to purchase shares in order to become a member. They typically cost in the range of \$1,500 to \$5,000 and are returned when you leave the co-op. The shares also act like a damage deposit.

Co-op members aren't renters, but they do pay housing charges. These cover the costs of operating and maintaining the co-op and strengthening the community housing sector. Housing charges vary depending on the co-op and location, and the amount you pay may depend on your income.



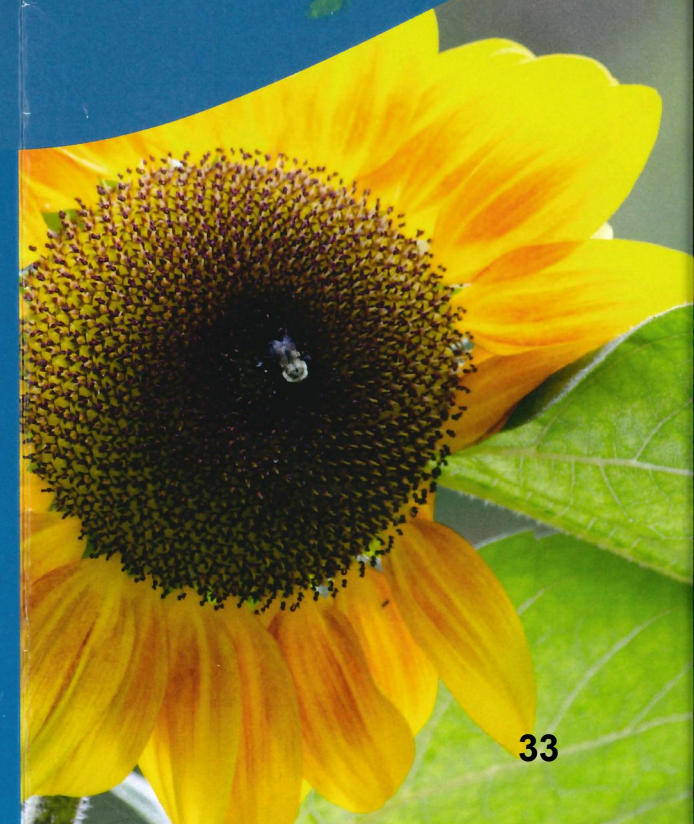
# NEW NON-PROFIT HOUSING CO-OPERATIVES

A unique form of housing focused  
on creating communities

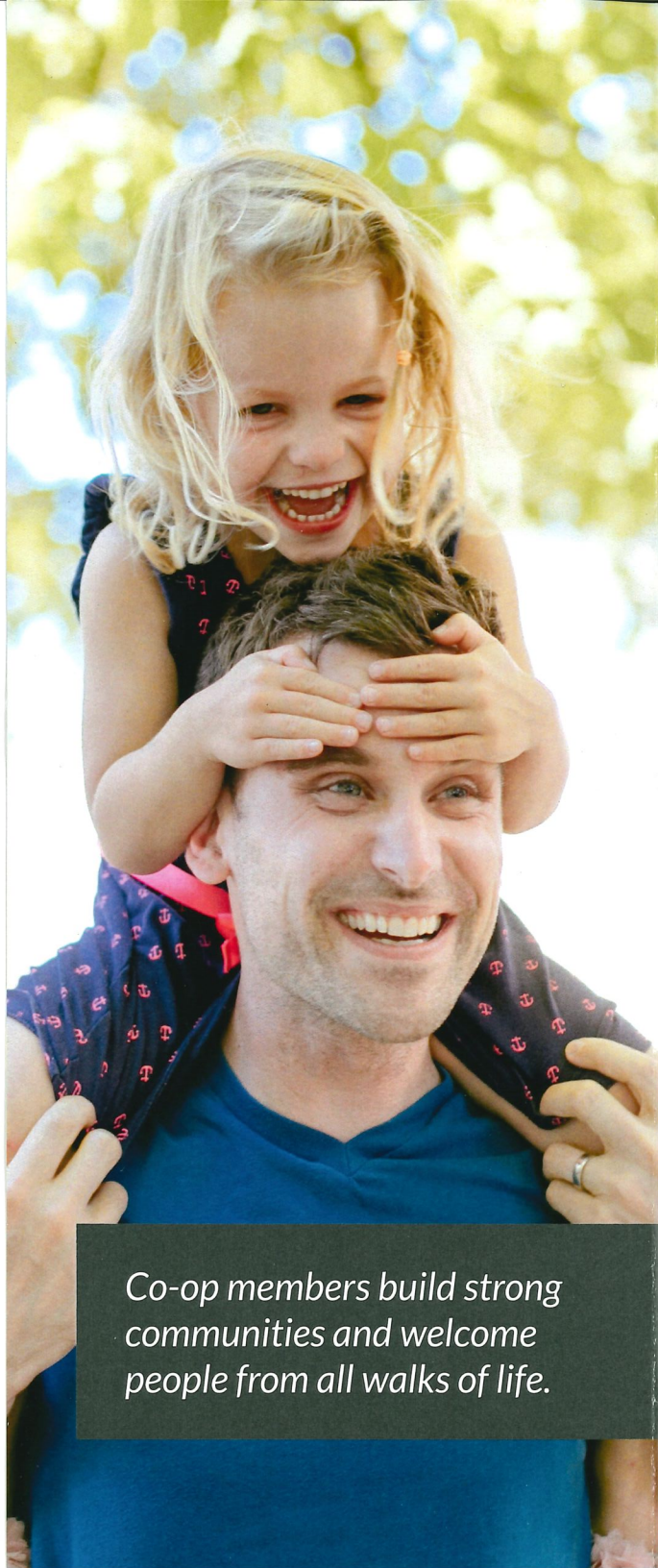


220-1651 Commercial Drive  
Vancouver BC V5L 3Y3  
604.879.5111  
1.866.879.5111 Toll-Free  
chf.bc.ca

A STRONGER PLACE  
FOR COMMUNITY







*Co-op members build strong communities and welcome people from all walks of life.*

### WHY HOUSING CO-OPS?

Non-profit housing co-ops offer their members advantages over other kinds of housing.

*“Deciding to live in a housing co-op was the best decision I ever made.”*

— Long-time co-op member from Vancouver

Members who join housing co-ops have a say in how their housing is run. Because they're non-profits, co-ops provide housing at a fair price. They are driven by a mission, not a profit motive.

Housing co-ops also offer security of tenure: members can live in the co-op as long as it continues to meet their needs.

And co-ops also offer a chance to build community – locally with fellow members and neighbours, but also as part of a larger co-op movement.

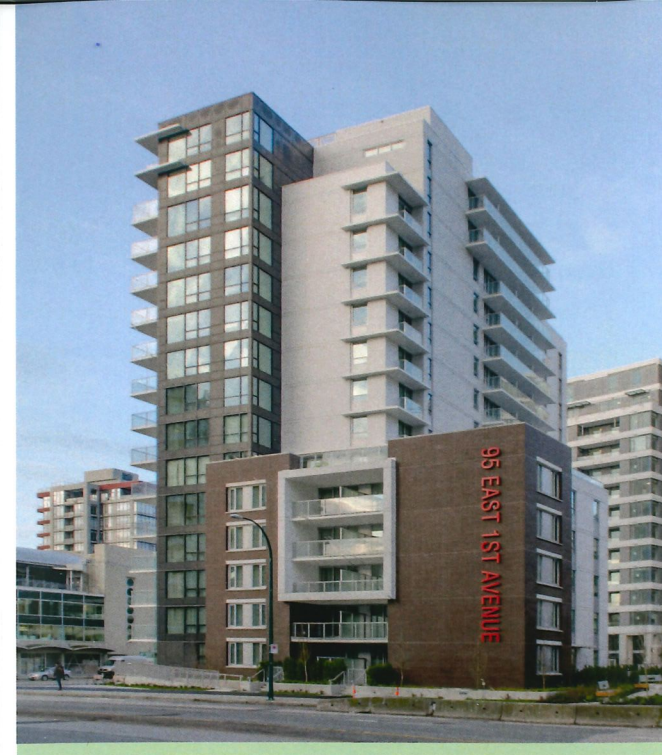
### CO-OP PRINCIPLES

Co-ops are legally recognized organizations just like companies, stratas and societies.

Housing co-op members, like those of all co-ops, accept seven basic principles that govern how they work. These include democratic member control, co-operation among co-ops and concern for community.

Co-ops are also businesses with values that extend beyond a concern for the bottom line. Co-ops take seriously the ideas of self-help, self-responsibility, democracy, equality, equity and solidarity.

You can learn more about the co-op movement through the websites of the local and national co-op housing federations and the International Co-operative Alliance ([www.ica.coop](http://www.ica.coop)). See “Learn More”.



CLT's building at 95 East 1st Avenue in Vancouver is home to two housing co-ops, and welcomed its first residents in 2018.

### COMMUNITY LAND TRUST

The Co-operative Housing Federation of BC (CHF BC) created a land trust with a mission to help preserve and expand co-op (and other non-profit) housing.

Community Land Trust (CLT) is a great success and is building new co-op homes around the province. CLT is a non-market real estate developer and will be responsible for the assets associated with nearly 3,000 co-op and non-profit homes by the early 2020s.

CLT looks after the long-term care and maintenance of the co-op buildings that sit on its properties. It offers professional property and financial management. CHF BC provides training and other supports and assistance to co-ops. Co-op members set the overall direction of their co-op, govern its operations and shape the kind of community they want to live in.

### COMMUNITY INVOLVEMENT

Co-ops can serve as a foundation for empowerment, social equity and community engagement.

Members of co-ops can get involved in ways they find most meaningful for themselves whether it's

- voting at annual meetings to elect a board of directors and set the co-op's rules
- joining the co-op's leadership
- arranging social events and connecting with others in the neighborhood
- working together on shared community interests like emergency preparedness or co-op gardens
- or just being a good neighbour.

The key is that when you join a co-op and pay your member share, you become a part of a real community.

*“My co-op gives me a feeling of being connected, of living in a real community—it's so important to me. I think it's the key to a happy and successful life.”*

— Member of Grandview Co-op

### LEARN MORE

- About CHF BC and housing co-operatives ([chf.bc.ca](http://chf.bc.ca))
- About CHF Canada and its work ([chfcanada.coop](http://chfcanada.coop))
- About Community Land Trust ([cltrust.ca](http://cltrust.ca))



THE CORPORATION OF THE CITY OF COURTENAY

## STAFF REPORT

**To:** Council

**File No.:** 3060-20-1904

**From:** Chief Administrative Officer

**Date:** September 16, 2019

**Subject:** Development Permit with Variances No. 1904 – 2900 Cliffe Avenue

---

### PURPOSE:

The purpose of this report is to consider a Development Permit with Variances to permit the construction of a 209 unit senior's housing and care complex at 2900 Cliffe Avenue.

### CAO RECOMMENDATIONS:

That based on the September 16<sup>th</sup>, 2019 staff report "Development Permit with Variances No. 1904 – 2900 Cliffe Avenue", Council support approving OPTION 1 and proceed with issuing Development Permit with Variances No. 1904.

Respectfully submitted,

David Allen, BES, CLGEM, SCLGM  
Chief Administrative Officer

### BACKGROUND:

The subject property is 14,549.93m<sup>2</sup> (3.6ac.) and located in South Courtenay at the intersection of 29<sup>th</sup> Street and Cliffe Avenue adjacent to the Courtenay River Estuary. It is currently occupied by three, dilapidated commercial buildings (to be demolished) and associated parking areas on the north and south edges of the site. The property was cleared in 2016 leaving clusters of native plants and trees mainly on the north, east and south edges of the property. Invasive plant species have re-established throughout the property since clearing.

The Official Community Plan (OCP) designated the subject property as "Multi-Residential" and it is zoned Residential Four A (R-4A). The subject property was rezoned in 2017 from a commercial zone to R-4A to permit the proposed uses. As part of the rezoning process an undeveloped road right-of-way was closed and shifted to the north edge of the property. This will be developed as a public access walkway to the Courtenay Riverway Heritage Walkway from Cliffe Avenue as part of this development. The approval also established that municipal storm sewer which currently runs across the property and discharges into the Estuary will be relocated within the new road right-of-way. A further storm and sanitary sewer right-of-way which runs north-south through the centre of the property will be relocated to the west edge to avoid conflicts with the proposed building. Zoning approval also required the registration of a covenant stating that the final building design preserves views of the harbour and estuary from vehicular traffic travelling eastbound into the City from 29<sup>th</sup> Street and for pedestrians from Cliffe Avenue.



The development proposal is for 83 Independent living units, 120 residential care rooms, and six hospice units (total of 209 units). The independent living units will function much like an apartment - providing limited meal and care services to residents who otherwise have private, self-contained dwellings. The residential care component will serve people in need of consistent care and supervision such as those with dementia or other diseases/illnesses. The six hospice units are for those in need of care during life ending illness.

The independent care component of the complex is within a “T” shaped, five storey building on top of a parkade on the north half of the property. The assisted living/hospice care component is on the south half of the property, three storeys, and has an “X” shape. The parkade extends partially beneath this component. Adjoining the two buildings is a one storey reception and office area which also houses a variety of services for the residents (see Attachment No. 1 for site plan, elevations and renderings).



Figure 1: Subject Property and Context

There will be two vehicular access points to the development from Cliffe Avenue. The intersection of Cliffe Avenue and 29<sup>th</sup> Street will be modified with new vehicle motions and turning lanes utilizing the existing traffic signals. There will be a second right-in, right-out access point onto Cliffe Avenue on the north half of the subject property. The road north of the intersection of Cliffe Avenue and 29<sup>th</sup> Street is under the jurisdiction of the Ministry of Transportation. A traffic impact study was prepared and approved by the Ministry in support of these alterations.

The OCP designates lands that are adjacent to the Courtenay River Estuary as an Environmental Development Permit Area (EDPA). The EDPA establishes guidelines specific to the Courtenay River and Estuary as well as general EDPA guidelines to guide development proposals. The proposal has addressed the guidelines and requirements and a separate environmental development permit has been issued. Specific to the stormwater outfalls, the existing outfall will continue to be used as a primary discharge point for the on-site storm water. Stormwater will be collected in a swale system within the rear yard and directed into the existing outfall. This will help maintain the flora and fauna that has developed around the outfall. Based on comments received from the Comox Valley Conservation Partnership (CVCP), the new outfall discussed above has been designed to include an open, rip-rap channel to slow the velocity of the stormwater leaving the storm sewer and reduce sedimentation. The environmental development permit contains the condition that the developer work with the CVCP and Project Watershed on a revegetation strategy for the new outfall location.

An archaeological overview assessment was completed in support of the rezoning in 2017 with the consultant confirming no update was required as part of the development permit. In consultation with the K'ómoks First Nation the request was made that a Guardian is present onsite during all earth disturbing activities to ensure protection of any archaeological resources that unexpectedly are present. This was added as a condition of the environmental development permit. Should an artifact or other signs of historic First Nation human activity be observed, development activities must stop until further archaeological work is complete.

The east half of the subject property is located within the 200 year floodplain of the Courtenay River Estuary. The applicant has supplied a Flood Assessment Report completed by WSP Canada. The report provides design requirements for the building so that it can be used safely for the intended use (as per Section 56 of the Community Charter). The owner will be required to enter into a Section 219 geotechnical covenant at the time of building permit application certifying the land is safe for the use intended and indemnifying the City from any claims related to flooding. The applicant will be responsible for all legal fees associated with the execution and registration of this covenant.

## **DISCUSSION:**

### **Form and Character**

The building and site design is consistent with the direction established in the Multi-Residential Development Permit Guidelines. The building is very large, among the largest residential/institutional building in the City. With this in mind, the design effectively breaks the bulk and mass of the facility up into smaller components. Varying setbacks from Cliffe Avenue as well as substantial variation in the height of the building creates an interesting and visually appealing profile. This is true of both the front of the building as seen from Cliffe Avenue but also the back of the building which will be highly visible from the Courtenay Riverway Heritage Walkway. Central to the profile is a one storey atrium entranceway which creates a break between the two higher components of the facility and also preserves views of the Estuary from 29<sup>th</sup> Street.





*Figure 2: Rendering of the Proposed Complex as seen from Cliffe Avenue*



*Figure 3: Rendering of the Proposed Facility as seen from the Estuary*

Building finishes include a westcoast themed design highlighted with timber columns and a punctuated, shed style roof projections. Vertical and horizontal plank siding is complimented with stone accents and large amounts of glass through the numerous windows, balcony railings and the central atrium.

The site design effectively compliments the large footprint of the building. The majority of parking (83 of the 130 proposed stalls) have been concealed beneath the building in a parkade with the only surface parking area on the north side of the building. Access to the front entrance balances the need for a larger transport vehicle queuing area and loading with pedestrian connections directly to the Cliffe Avenue sidewalk. Further pedestrian connections are planned at the rear of the building connecting the residents to the Courtenay Riverway Heritage Walkway.

The landscape design is focussed on outdoor amenity areas for residents. One large garden and patio area is planned for the rear of the building including activity spaces such as a giant chess board, lawn bowling area, pickleball court, vegetable planting beds, seating areas and garden space. Three other garden and outdoor areas are planned around the assisted living/hospice care component with patio and seating areas. The perimeters of the site are extensively landscaped along with the area immediately adjacent to the building foundation which contains clusters of plantings to further break-up and accent the building. The planting plan for the rear yard contains a diversity of native shrub and tree species. This was developed in conjunction with the environmental development permit to enhance the habitat quality near the Estuary.

#### Variances

Six variances are requested as part of this proposal. There are four variances to the zoning bylaw and two variances requested to the Subdivision and Development Servicing Bylaw as summarized below:

### Zoning Variances

**Variance 1 (Building Height):** from 14.0m to 17.84m. This variance concerns the five storey independent living component of the complex on the north side of the site. The height of the building is 16.84m to the top of the parapet. The shed-style roof features have been utilized which add the additional height. This component of the complex is setback approximately 20.5m from the north property line and adjacent to the new public walkway connection and a drive-thru restaurant. The design has utilized a combination of materials and glazing which effectively breaks up the façade and minimizes the visual impact of the additional height. The applicant further rationalizes this variance as reflective of the covenant requirements to ensure the view of the Estuary from 29<sup>th</sup> Street is maintained.

**Variance 2 (Parking):** from 146 stalls required to 130 stalls provided. The applicant operates several other similar facilities in Western Canada and asserts that the City parking standards are higher than the actual usage they experience. The applicant states the highest operational use they have experienced is 0.45 stalls per unit which is less than the 0.62 stalls per unit proposed in this case. Many of the residents of the complex will not drive and the location will be serviced by transit and an established pedestrian network enabling alternative modes of transportation.

**Variance 3 (Front Yard Fence Height):** from 1.25m to 1.8m. In residential zones the maximum height of a fence in the front yard is 1.25m. The applicant is proposing a 1.8m fence as a result of safety/security requirements for residents of the dementia care component of the development. The fencing will be wrought iron style fencing integrated into the landscape design and not disrupt vehicular sight lines.

**Variance 4 (4.5m landscape buffer is required when a lot adjoins a street):** from 4.5m to 2.1m. As part of the rezoning proposal a new pedestrian pathway was required on the north edge of the subject property. This resulted in a public right-of-way (street) being opened and, as a result, necessitating a 4.5m buffer along this property line. The applicant provides that this was the result of the new sanitary and storm sewer right-of way on the south side of the building which shifted the building north decreasing this landscaped area.

### Subdivision and Development Servicing Bylaw Variances:

**Variance 5 (Stormwater peak flows from 1 in 25 years to 1 in 2 years):** the applicant proposes a reduction in the requirements to detain stormwater on the subject property to a 1 in 2 year event. The bylaw requirement is that stormwater is detained to a 1 in 25 year event. The applicant rationalizes this as having no impact on downstream properties since this property is directly adjacent to the foreshore and any overflow will be directed to the Estuary and not onto neighbouring properties. The design also utilizes the existing outfall location which would otherwise be decommissioned. The project environmental assessment states that retaining this outlet will positively benefit the flora and fauna that have established around this channel (see Attachment No. 3 from rationale letter from the Project Engineer).

**Variance 6 (SROW from 7.5m to 5.5m on south side):** The applicant rationalizes this variance as a result of bylaw requirement that changed from 4.5m when the project was initially proposed (under the previous bylaw) to 7.5m currently. The reduced width will also help preserve adjacent trees on the neighbouring property (see Attachment No. 3 from rationale letter from the Project Engineer).

### **FINANCIAL IMPLICATIONS:**

Development Cost Charges are applicable to this project. The total amount of these charges will be finalized at the time of building permit issuance.

### **ADMINISTRATIVE IMPLICATIONS:**

The processing of development applications is included in the current work plan as a statutory component. This is a particularly complicated development proposal involving several meetings with the applicant and stakeholders. Planning, development engineering and other City staff have been involved in the review of the project and spent over 100 combined hours on the application, conducting a site visit and communicating with the applicant, consultants and stakeholders to request additional information and discuss the proposal.

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

### **ASSET MANAGEMENT IMPLICATIONS:**

The City will inherit:

- New storm sewer outfall and connection from Cliffe Avenue. through the right-of-way on the north edge of the site to the Estuary
- Upgraded existing outfall into the estuary to current City standards
- New storm and sanitary sewer running north/south through the property
- New sidewalks, curb and gutter and any other deficiencies noted as part of the Building Permit review along the frontage of Cliffe Avenue
- New asphalt pedestrian pathway connecting Cliffe Avenue with the Courtenay Riverway Heritage Walkway

These will be incorporated to the City's asset registers for ongoing maintenance.

### **2019 – 2022 STRATEGIC PRIORITIES REFERENCE:**

▲■ Identify and support opportunities for lower cost housing and advocate for senior government support

●▲ Encourage and support housing diversity

### **OFFICIAL COMMUNITY PLAN REFERENCE:**

#### **Residential Policy:**

4.4.2 (3) Support the development of housing options for seniors.

4.4.2 (5) Ensure the provision and integration of special needs and affordable housing.

4.4.2 (8) Ensure all new development includes the provision of amenities including buffer areas along major roads, neighbourhood parks, sidewalks and trails, and public facilities.

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

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

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

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

### Parks Policy:

4.6.5 (6) Native vegetation should be preserved, protected and retained within the greenway areas and replaced where feasible. Where Greenways include estuarial, foreshore and riparian habitat areas, care will be taken to respect the foreshore and habitat features and to respond to the sensitivity of these areas

4.6.6.2 (2) to provide public access to the waterfront of the Puntledge River, Tsolum River, Courtenay River, slough, Millard Creek and estuary where the integrity of these areas is considered and designed to ensure adequate buffers and habitat protection is provided.

4.6.6.3 (6) Where developments are created along the riverfront, they shall be linked to the Riverway system by walkway and bikeway.

### Environmental Policy:

As noted above, the proposed development is subject to the Environmental Development Permit Guidelines.

### Climate Change Policy:

Objective 1 (4): The City will reduce the ratio of parking for new developments within its jurisdiction.

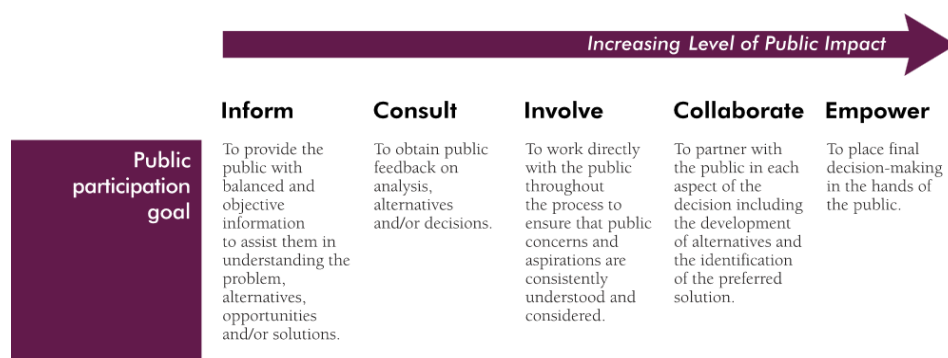
Objective 5 (4) :The City will review and amend all landscaping policies for all land uses to promote naturescaping principles to screen and protect sensitive ecosystems, control and direct surface run-off and ensure that only plant species native or non-invasive to Courtenay are used.

### REGIONAL GROWTH STRATEGY REFERENCE:

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

### CITIZEN/PUBLIC ENGAGEMENT:

Staff will “Consult” the public based on the IAP2 Spectrum of Public Participation:



As part of the initial rezoning the applicant held a public information meeting on April 28, 2017. According to the meeting summary report ten people attended the meeting. Most attendees expressed support for the project but there were concerns regarding the need for a left hand turn to enter the property and about the proposed walkway access.

Prior to this application proceeding to Council, the applicant held a second public information meeting on August 21, 2019. According to the information provided by the applicant, five people attended the meeting. No written comments have been received at the time of this report.

**OPTIONS:**

**OPTION 1: (Recommended):** Approve Development Permit with Variances No. 1904

**OPTION 2:** Defer consideration of Development Permit with Variances No. 1904 pending receipt of further information.

**OPTION 3:** Not approve Development Permit with Variances No. 1904.

Prepared by:



Matthew Fitzgerald, MCIP, RPP  
Manager of Development Planning

Approved by:



Ian Buck, MCIP, RPP  
Director of Development Services

*Attachments:*

1. *Attachment No. 1: Draft Development Permit with Variances*
2. *Attachment No. 2: Public Information Meeting Summary*
3. *Attachment No. 3: SDS Variance Rationale*



Attachment No. 1: Draft Development Permit with Variance
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**THE CORPORATION OF THE CITY OF COURTENAY**

**Permit No. 3060-20-1904**

**DEVELOPMENT PERMIT WITH VARIANCES**

September 16, 2019

**To issue a Development Permit with Variances**

**To:** Courtenay Oceanfront Developments Ltd.

**Property to which permit refers:**

Legal: Lot 1, District Lot 67, Comox District, Plan EPP70886  
Civic: 2900 Cliffe Ave.

**Conditions of Permit:**

Permit issued to permit construction of a 209 unit assisted living and care facility on the above referenced property with variances granted as described below:

Variances to Zoning Bylaw No. 2500, 2007:

*Section 8.4.16 – Height of Building from a maximum of 14.0m to 17.84m.*

*Section 8.4.19 – Off-Street Parking from a minimum of 146 stalls to 130 stalls.*

*Section 6.8.1 – Front Yard Fence Height from a maximum of 1.25m to 1.8m*

*Section 8.4.20 (2) - landscape area of 4.5m required along the front property line while a landscaped area with a minimum width of 2.1m is proposed.*

Variances to Subdivision and Development Servicing Bylaw 2919:

*Section 4.3.3 (Supplementary Design Specifications) Stormwater Detention Release Rates –from 1 in 25 years to 1 in 2 years*

*Section 17 (c) (MMCD Design Guidelines, Section 1.3) – from a minimum statutory right-of-way width from 7.5m to 5.5m*

Development Permit with Variances No. 1904 is also subject to the following conditions:

1. The development shall substantially consistent with the plans as shown in ***Schedule No. 1***, as designed by Ivica Marinic Architecture, issued on August 30, 2019;
2. That landscaping shall substantially be conformance with the plans and specifications contained

- in ***Schedule No. 2***, as signed by Scatliff+Miller+Murray Landscape Design, issued on May August 30, 2019;
3. Submission of landscape security in the amount of \$264,262.69 (\$211,410.15 x 125%), as estimated by Scatliff+Miller+Murray Landscape Design dated on March 29, 2019;
  4. Landscaping must be completed within one year of the date of issuance of the occupancy permit by the City;
  5. The minimum depth of topsoil or amended organic soil on all landscaped areas is to be as follows:  
shrubs – 450mm; groundcover and grass – 300 mm; and trees -300 mm.
  6. All new street lighting in the proposed development must use Full Cut Off/Flat Lens (FCO/FL) luminaries to light roads, parking, loading and pedestrian areas. Exterior building lighting must have FCO lighting fixtures;
  7. The three existing commercial buildings must be demolished prior to occupancy;
  8. Any removal of trees on the property requires a Tree Cutting Permit;
  9. A sign permit shall be obtained prior to any signage being installed on the property;
  10. The development shall meet all other applicable requirements, standards and guidelines; and
  11. No alterations or amendments shall be made without the City's permission. A formal amendment application is required if the plans change or additional variances are identified after the permit is issued.

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

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

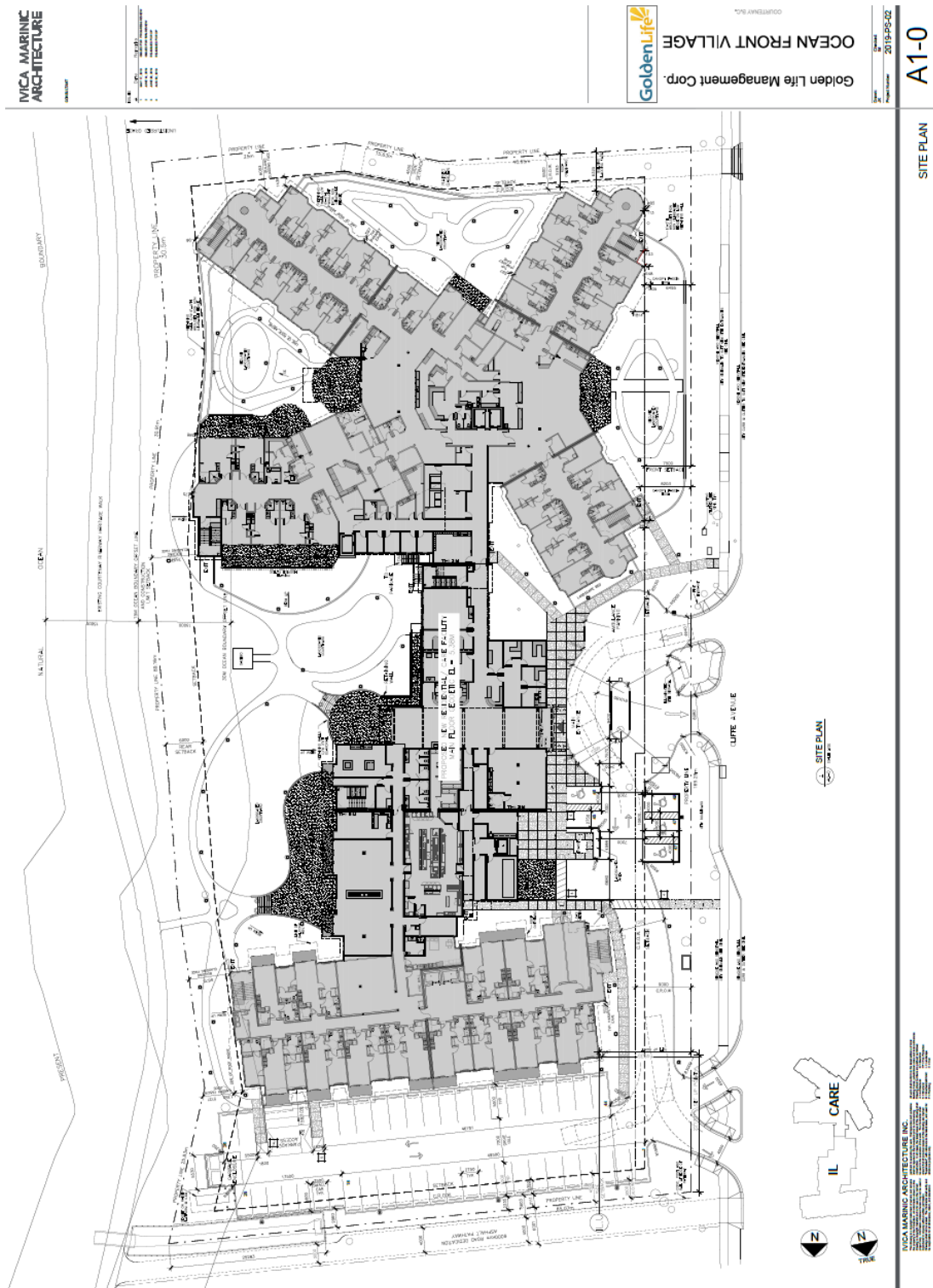
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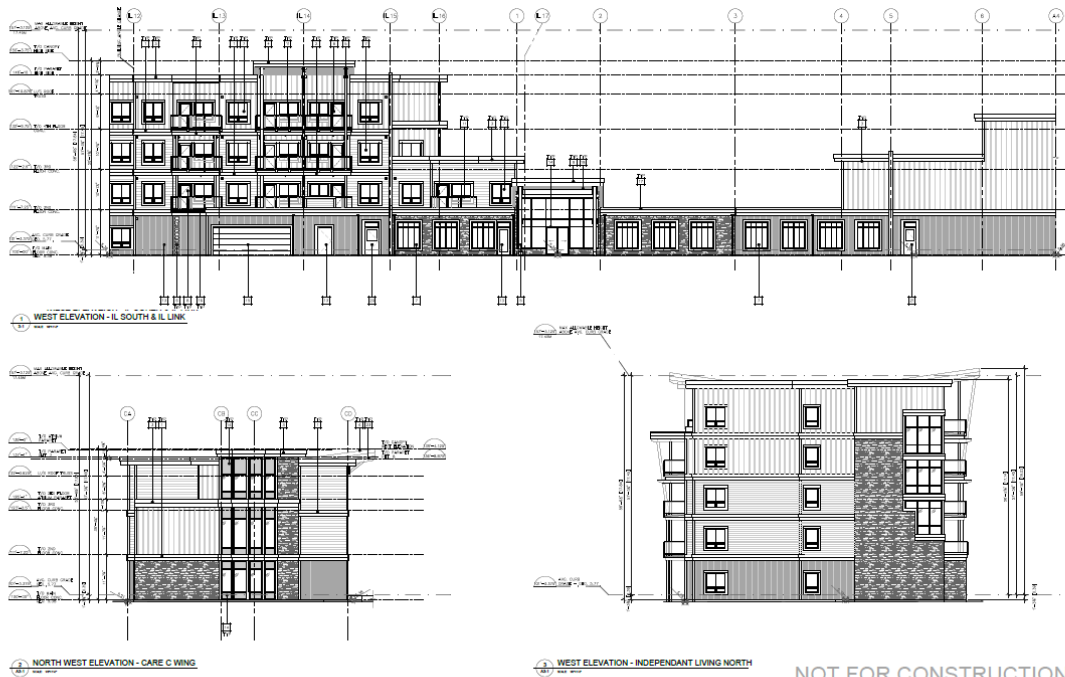
Date

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Director of Legislative Services

Schedule No 1: Site and Building Plan (1/5)



[illegible]

NOT FOR CONSTRUCTION

## BUILDING ELEVATIONS

JINIC  
ARCHITECTURE

**OCEAN FRONT VILLAGE**

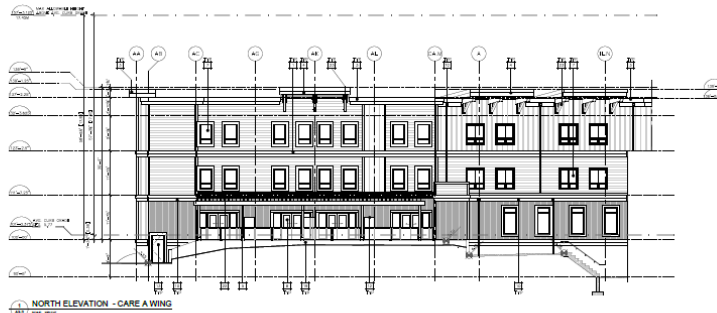
GOLDEN LIFE MANAGEMENT CORP.

OCEAN FRONT VILLAGE

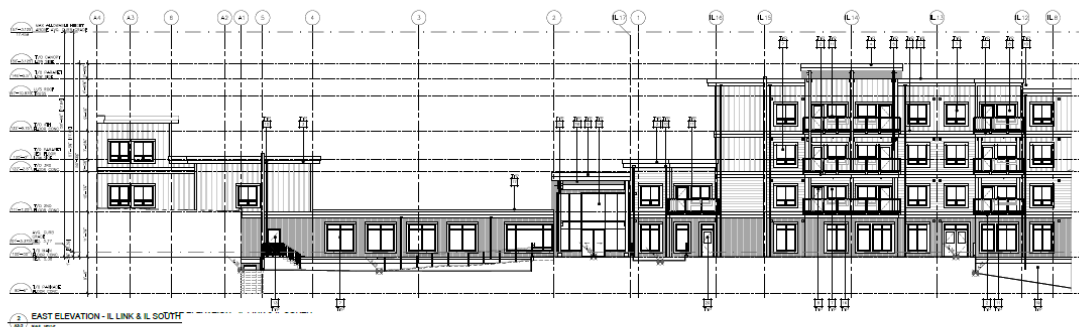
COURTYARD E.C.

2019-P5-02

A3.1

[illegible]

1 NORTH ELEVATION - CARE A WING



2 EAST ELEVATION - IL LINK & IL SOUTH

NOT FOR CONSTRUCTION

**IYCA MARINE ARCHITECTURE INC.**

The IYCA Marine Architecture Division is a leading provider of marine architecture services. We are currently seeking experienced professionals to join our team. The following positions are available:

- Senior Architectural Designer**: This position involves the design of marine structures, including docks, piers, and bridges. The ideal candidate will have a minimum of 10 years of experience in marine architecture and a degree in architecture or a related field.
- Architectural Drafter**: This position involves the preparation of detailed drawings and specifications for marine structures. The ideal candidate will have a minimum of 5 years of experience in architectural drafting and a degree in architecture or a related field.
- Project Manager**: This position involves the management of marine construction projects from start to finish. The ideal candidate will have a minimum of 10 years of experience in project management and a degree in business administration or a related field.

If you are interested in any of these positions, please send your resume and cover letter to: **IYCA Marine Architecture Inc., P.O. Box 1234, San Francisco, CA 94112.**

IVICA MARINIC  
ARCHITECTURE

Google Text

id	City	Category
1	San Francisco	Category 1
2	San Francisco	Category 2
3	San Francisco	Category 3

Golden Life Management Corp.  
OCEAN FRONT VILLAGE  
COURTNEY B.C.

System	Client
Project Number	2019-P3-02

### A3.2

## BUILDING ELEVATIONS



*Schedule No 1: Site and Building Plan (4/5)*

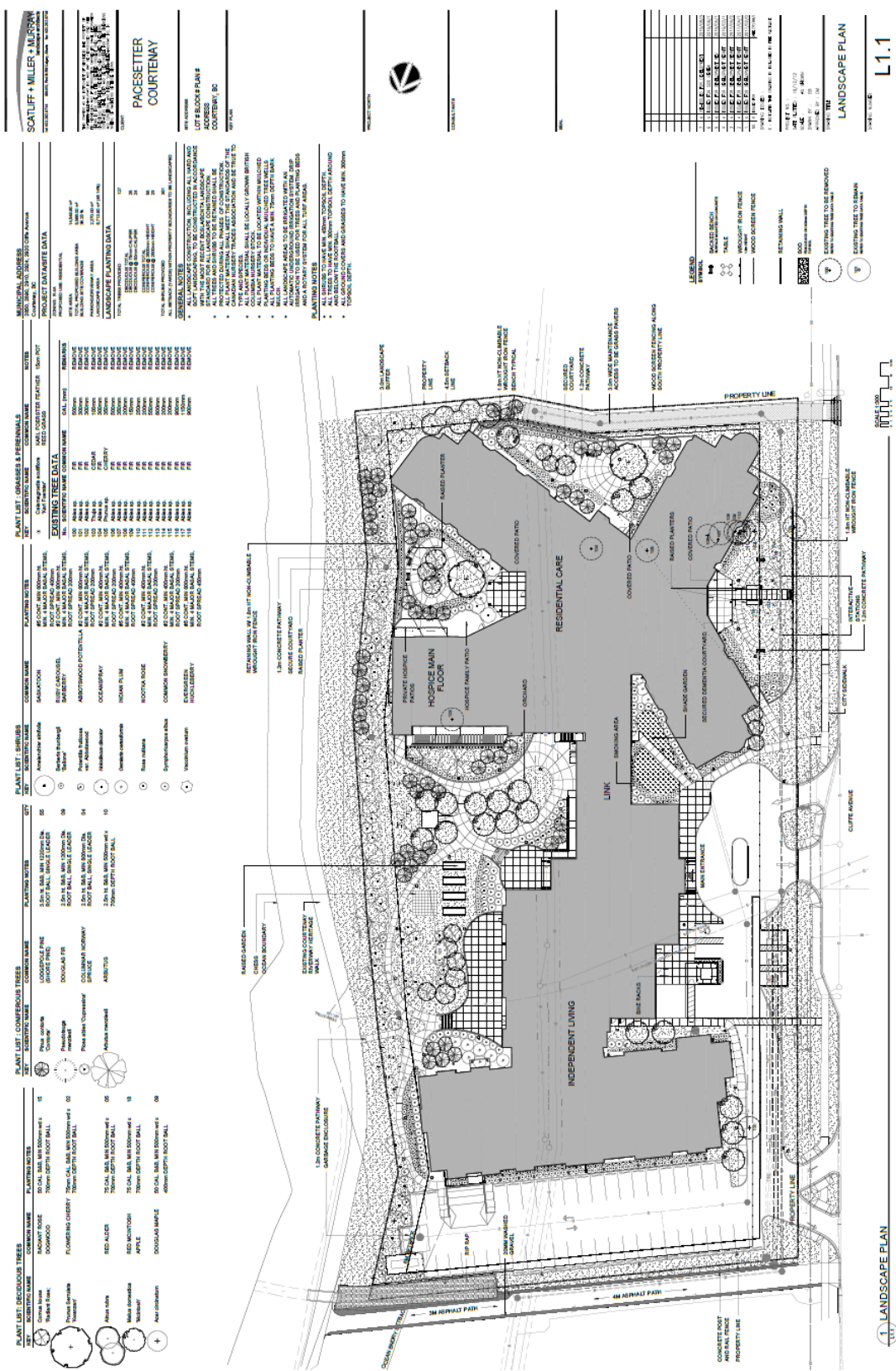


*Schedule No 1: Site and Building Plan (5/5)*





*Schedule No 2: Landscape Plan (1/1)*



*Schedule No 3: Landscape Cost Estimate (1/1)*

22 March 2019

Courtenay - Pacesetter

Courtenay, British Columbia

**[ SMM ]** | SCATLIFF+MILLER+MURRAY inc. |




604-815 First St. SW  
tel 403.262.9744

Calgary, Alberta, T2P 1N3  
fax 403.262.9746

Preliminary Landscape Budget Cost Estimate*				
ITEM	QUANTITY	UNIT	UNIT COST	TOTAL
<b>Trees, Shrubs and Groundcovers</b>				
Deciduous Tree - 50mm cal.	37	ea	\$525.00	\$19,425.00
Deciduous Tree -75mm cal.	27	ea	\$680.00	\$18,360.00
Coniferuous Tree - 2.5m ht.	57	ea	\$560.00	\$31,920.00
Coniferuous Tree - 3.5m ht.	57	ea	\$450.00	\$25,650.00
Shrubs - #5 Container	411	ea	\$52.00	\$21,372.00
Ornamental Grasses - #2 Container	231	ea	\$36.00	\$8,316.00
Fescue Sod	3,500	m2	\$8.00	\$28,000.00
Topsoil - sodded areas 150mm depth	525	m3	\$35.00	\$18,375.00
Topsoil - planting beds 600mm depth	543	m3	\$35.00	\$19,005.00
Mulch - 100mm depth	91	m3	\$120.00	\$10,920.00
<b>BUDGET COST ESTIMATE SUBTOTAL</b>			<b>s</b>	<b>\$201,343.00</b>
<b>CONTINGENCY (5%)</b>				<b>\$10,067.15</b>
<b>TOTAL BUDGET COST ESTIMATE*</b>				<b>\$211,410.15</b>

Note: \*Prices and quantities are estimated for budget purposes only.  
The above costs are anticipated to be within 15% (+/-) depending on current market conditions.

Attachment No. 2: Public Information Meeting Summary

 Reply  Reply All  Forward




Tue 9/3/2019 9:58 AM

adam Lillejord <alillejord@glm.ca>


Public information meeting

To: Fitzgerald, Matthew


 You replied to this message on 9/3/2019 11:51 AM.

 Message


 IMG\_2392.jpg (2 MB)

 IMG\_2398.jpg (3 MB)

 IMG\_2395.jpg (2 MB)

 Public Info Comment Sheet - Aug 21.pdf (53 KB)

 IMG\_2396.jpg (2 MB)

 Public Information Session.pdf (3 MB)

Hello again,

I emailed and verbally invited the property owners to the North and South.

The property owner to the South were the only people to show up. They asked a few things but had no concerns and supported the development. They did not provide me a comment sheet.

I look forward to seeing you at council on September 16<sup>th</sup>.

Thanks,

**Adam Lillejord**

**P** | 250-489-0667

**F** | 250-489-2673

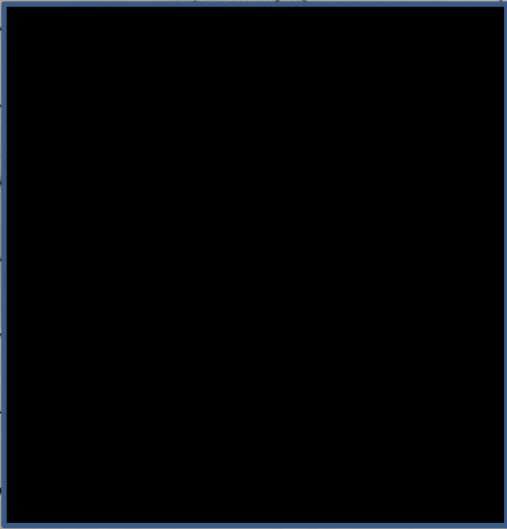
**GOLDENLIFE.CA**

**Golden Life Management Corp.**

521 Industrial Road G, Cranbrook, BC V1C 7G5



PUBLIC INFORMATION MEETING  
AUGUST 21, 2019  
**SIGN IN SHEET**  
FOR  
GOLDEN LIFE DEVELOPMENT PERMIT VARIANCES

Name	Address
	#1-4703-51 st. Delta Bx. V4K-26W1
	604-250-5295
	604-230-6888
	tion.com } ***
	rection.com, }

Attachment No. 3: SDS Variance Rationale



August 30, 2019

Our File: 2211-47467-01

Mr. Adam Lillejord  
Pace Setter Construction  
521 Industrial Road G  
Cranbrook, B.C., V1C 7G5

Dear Mr. Lillejord,

**OCEAN FRONT VILLAGE, 2900 CLIFFE AVENUE  
LOT 1, SECTION 67, COMOX DISTRICT, PLAN EPP70886  
RATIONALE FOR STATUTORY RIGHT-OF-WAY AND STORMWATER VARIANCES**

Per your request, this letter provides rationale for two variances related to civil design of the above noted development. Details of the requested variances and supporting rationale are outlined below.

1. To reduce the Statutory Right-of-Way (SRW) along the south boundary of the site. Bylaw required width = 7.5m. Proposed width = 5.5m. Supporting rationale:
  - a. Conceptual design for the sanitary sewer to support re-zoning was completed in 2017 based on a 4.5m wide SRW per previous bylaw requirements. Accordingly, the site/building design to support re-zoning was also based on a 4.5m SRW.
  - b. The SRW has been increased from 4.5 to 5.5m through the detailed design stage to increase the separation between the existing stand of trees along the south property line and the proposed sanitary line to provide the arborists' recommended minimum separation.
  - c. To support the reduced SRW width, the building foundations have been deepened adjacent to the SRW. The deepened foundations will allow the excavation of the new sanitary line in future (if required), without disturbing the building foundations.
2. To reduce storm mitigation requirement to limit post-development peak flows to equal the corresponding pre-development peak flows. Bylaw requirement: 1 in 25 year storm. Proposed requirement: 1 in 2 year storm. Supporting rationale:
  - a. The outlet of the onsite storm retention discharges directly to the ocean. Therefore, there is no risk of downstream flooding during storm events.
  - b. The proposed source controls will promote infiltration and evapotranspiration reducing peak rates and total volumes to existing up to the 1 in 2 year return period event, which represents over 90% of all rainfall by volume. .
  - c. Increased storage/infiltration required to mitigate design storms above the 1 in 2 year return event would further decrease base flow to the existing outfall, resulting in a more drastic change in the natural stream environment.

Page 1 of 2

1211 Ryan Road  
Courtenay BC  
Canada V9N 3R6

Tel 250 338 5495  
mcelhanney.com



August 30, 2019  
Pace Setter Construction  
47467-01 Rationale for SRW & SW Variances

- d. Total runoff volume is maintained below existing up to the 1 in 100 year design storm event with the proposed 1 in 2 year onsite storm retention.

Trusting this is as required,

Yours truly,

MCELHANNEY LTD.



Chris Durup, P.Eng.  
Project Manager

2019/08/30

Cc: Pace Setter Construction, Rick Bennett





THE CORPORATION OF THE CITY OF COURTENAY

## STAFF REPORT

**To:** Council

**File No.:** 3360-20-1819

**From:** Chief Administrative Officer

**Date:** September 16, 2019

**Subject:** Zoning Amendment Bylaw No. 2980 – 605/625 Cliffe Avenue

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### PURPOSE:

The purpose of this report is for Council to consider a Zoning Amendment application to rezone the property legally described as Lots 1 and 2, Block 3, Section 61, Comox District, Plan 2068. The proposed amendment will remove “storefront cannabis retailer” as a permitted use on the subject property.

### CAO RECOMMENDATIONS:

THAT based on the September 16<sup>th</sup>, 2019 staff report “Zoning Amendment Bylaw No. 2980 – 605/625 Cliffe Avenue” Council approve OPTION 2 and postpone First and Second Readings of Zoning Amendment Bylaw No. 2980, 2019.

Respectfully submitted,

David Allen, BES, CLGEM, SCLGM  
Chief Administrative Officer

### BACKGROUND:

On May 6<sup>th</sup>, 2019 the subject property was rezoned to add “storefront cannabis retailer” as a permitted use.

On June 4<sup>th</sup>, 2019 the City was notified by the Liquor and Cannabis Regulation Branch (LCRB) that the applicant had decided not to proceed with the remaining licensing process, abandoning the proposal.

On August 19<sup>th</sup>, 2019 Council directed staff to removed “storefront cannabis retailer” as a permitted use on the subject property. Should Council give this bylaw First and Second Readings then a Public Hearing will be scheduled to gain public input on the removal of “storefront cannabis retailer” as a permitted use on the subject property.

On September 5<sup>th</sup>, 2019 the City received a referral from the LCRB that a new licence application for the subject property has been submitted and referred to the City. The applicant will be required to host a neighbourhood public meeting and the City will schedule a Public Hearing to gain public input on the proposal. Should the property be rezoned to remove the “storefront cannabis retailer” use as a permitted use then the applicant will also have to rezone the property to re-add “storefront cannabis retailer” use as a permitted use.



Figure 1: Location of Proposal

Given that there are now two parallel applications in motion staff recommend postponing First and Second Readings of Bylaw 2980 to remove “storefront cannabis retailer” as a permitted use on the subject property. A separate staff report on the newly received referral from the LCRB will be prepared outlining options for Council’s consideration. Pending the outcome of that referral, Council could then revisit whether to proceed with Bylaw 2980 to remove “storefront cannabis retailer” use as a permitted use on the subject property.

Regarding the new referral from the LCRB, the public process and neighbourhood notification will be the same whether the proposal requires a rezoning or is administered as a referral. Both will require a neighbourhood public meeting, staff report and Public Hearing all of which will be completed prior to Council making a decision on the proposal.



### Policy Compliance

The table below compares the City's Storefront Cannabis Retailers Policy to the subject property. The location is within 300m of a playground and is within the 400m buffer of two other properties zoned for the "storefront cannabis retailer" use.

Policy Statements	Policy	605/625 Cliffe Ave.
General Location	Only be permitted in an established retail location where the current zoning permits retail sales	The property is zoned C-1, where retail sales is permitted
Distance	<ol style="list-style-type: none"> <li>1. A storefront cannabis retailer should be: <ol style="list-style-type: none"> <li>a) At least 300 meters from public or independent elementary, middle or secondary school.</li> <li>b) At least 400 meters (in a straight line from closest lot line to closest lot line) from another lot where a storefront cannabis retailer is permitted, whether or not a storefront cannabis retailer is active on that lot</li> <li>c) At least 300 meters from a City owned playground facility including the spray park and skateboard parks</li> </ol> </li> <li>2. This policy does not limit Council from considering variances to the separation distances noted above based on circumstances related to a specific application.</li> </ol>	<ol style="list-style-type: none"> <li>a) Outside of the 300-meter buffer from any public or independent schools</li> <li>b) <b><u>Within</u> the 400-meter buffer of two other properties zoned for cannabis retailers at 143-5<sup>th</sup> Street and 576 England Avenue.</b></li> <li>c) <b><u>Within</u> the 300-meter buffer of a playgrounds (Riverside Fit-Park)</b></li> </ol>
Restricted at temporary events	Cannabis sales are not permitted at special events, public markets or farmers markets.	Not applicable to this proposal.
Parking	Satisfactory to the off-street parking requirements outlined in Division 7 of Zoning Bylaw 2500, 2007	Provision of parking not required for commercial uses in C-1 zone
One store is permitted per lot	Only one storefront cannabis retailer will be allowed per lot.	The proposal will remove this use from the subject property.
The Maximum Number of Retailers Permitted in the City	Five (5) private retailers and one (1) Government operated store in the City	Inclusive of the subject property, Council has approved five private and one government storefront.

### FINANCIAL IMPLICATIONS:

Since this is a City initiated rezoning there is no cost recovery for the time and costs associated with processing this proposal. The cost to an applicant for a standard zoning amendment application fee is \$3,000.

### ADMINISTRATIVE IMPLICATIONS:

Processing zoning bylaw amendments is a statutory component of the corporate work plan. Staff have spent five hours processing and reviewing this application. Should the proposed bylaws receive First and Second Readings, staff will spend an additional five 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 rezoning application.

**STRATEGIC PRIORITIES REFERENCE:**

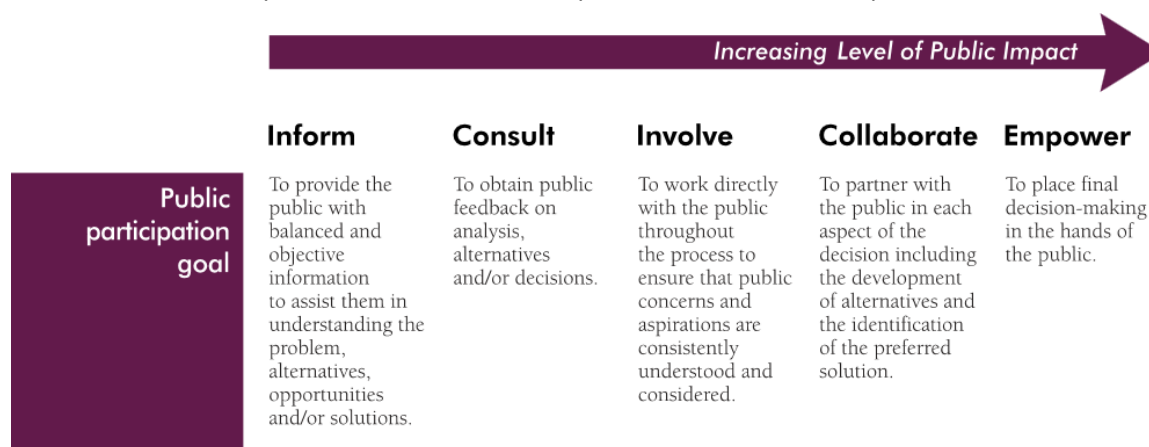
There are no associated references. However, processing development applications is the fundamental corporate and statutory obligations of the City.

**OFFICIAL COMMUNITY PLAN REFERENCE:**

There is no direct reference in the Official Community Plan to storefront cannabis retailers.

**CITIZEN/PUBLIC ENGAGEMENT:**

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



Should Zoning Amendment Bylaw No. 2980, 2019 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 based on the September 16th, 2019 staff report "Zoning Amendment Bylaw No. 2980 – 605/625 Cliffe Avenue" Council approve Option No. 1 and proceed to First and Second Readings of Zoning Amendment Bylaw No. 2980, 2019; and

That Council direct staff to schedule and advertise a statutory public hearing with respect to Bylaw 2980, 2019 on October 7<sup>th</sup>, 2019 at 5:00 p.m. in City Hall Council Chambers.

**OPTION 2 (Recommended):** That Council postpone consideration of Bylaw 2980, 2019; and

**OPTION 3:** That Council not proceed with Bylaw 2980, 2019

Prepared by:

Matthew Fitzgerald, MCIP RPP  
Manager of Development Planning

Reviewed by:

Ian Buck, MCIP RPP  
Director of Development Services



THE CORPORATION OF THE CITY OF COURTENAY

## STAFF REPORT

**To:** Council

**File No.:** 3150-01

**From:** Chief Administrative Officer

**Date:** September 16, 2019

**Subject:** Development Cost Charge Reserve Fund Expenditure Bylaw 2979

### PURPOSE:

The purpose of Development Cost Charge Reserve Fund Expenditure Bylaw 2979 is to authorize the expenditure of Development Cost Charge (DCC) reserves and enter into Development Cost Charge Frontender and Municipal Share Agreements to reimburse developers who have constructed all or part of a DCC project in association with their development works.

### CAO RECOMMENDATIONS:

That based on the September 16, 2019 staff report, "Development Cost Charge Reserve Fund Expenditure Bylaw 2979", Council proceed to first, second and third readings of Bylaw 2979.

David Allen, BES, CLGEM, SCLGM  
Chief Administrative Officer

### BACKGROUND:

Development Cost Charges are funds collected by local government to assist in paying the capital cost of installing capital improvements necessary to service the needs of growth. DCCs are established by bylaw and are based on a list of infrastructure projects (DCC projects) determined by the local government to be attributable to new development. DCC funds are collected from developers at the time of subdivision or building permit approval.

Under some development circumstances a land developer may be required to construct one or more DCC projects to facilitate the development of their land. In these instances the local government has some discretion with respect to "DCC credits" or "DCC refunds" to reimburse the developer for those costs.

Section 566(3) of the *Local Government Act* requires that payments related to the construction of DCC projects must be authorized by bylaw.

### DISCUSSION:

With the continued strong pace of development there have been two development projects in the Arden Road/Cumberland Road area that have constructed DCC projects beyond the scope of typical frontage upgrades required pursuant to the City's subdivision regulations. To this end, the following road, trunk sanitary sewer and water main DCC projects have been constructed.

Project Number	Project Name
R14 (Road)	Twentieth St. from Cumberland Rd to Cousins Ave
R9707 (Road)	Cumberland Road from Willemar Ave to City Limit
WC-4 (Water main)	New Main from Willemar Ave to future R/W off 20 <sup>th</sup> St via Cumberland Road
WC-5 (Water main)	New Main from future R/W to ex. 150mm dia. Main on 20 <sup>th</sup> St.
W-9703 (Water main)	Arden Rd/Lake Trail to South City Limit
Un-numbered sanitary project (Trunk sanitary sewer)	Arden South Trunk

The table below outlines the DCC project and associated development, the 2014 estimated cost of completing the project, the developers cost of construction for a portion of the overall project, any DCC credits previously provided or owing to the developer, the DCC recoverable amount to be drawn from reserve funds, and the municipal share of the cost for the “non-growth” portions of the cost.

With regard to projects W-9703 and Arden South Trunk the developer has previously recovered the majority of costs eligible for rebate. The amounts outlined below are a result of the consulting engineer’s error wherein they neglected to include the cost of repaving the road following installation of the sewer and water mains.

## DCC REBATES FOR WORKS BEYOND FRONTAGE

PROJECT	DCC COST ESTIMATE (2014)	COST OF CONSTRUCTION*	DCC RECOVERABLE	MUNICIPAL SHARE
W9703(The Streams) – for repaving works	\$903,256.00	\$8,247.20	\$4,082.36	\$4,164.84
WC-4 (Piercy Creek Estates)	\$175,209.00	\$289,062.87	\$214,629.18	\$74,433.69
R-14 (Piercy Creek Estates)	\$623,938.00	\$271,154.68	\$67,110.79	\$204,043.91
R-9707 (Piercy Creek Estates)	\$652,376.00	\$23,243.59	\$5,752.79	\$17,490.80
Arden South Trunk (The Streams) – for repaving works	\$841,050.00	\$6,180.94	\$3,059.56	\$3,121.38

\*Cost for works completed beyond the immediate frontage of land being developed.

## DCC CREDITIS FOR FRONTAGE WORKS

PROJECT	DCC COST ESTIMATE (2014)	COST OF CONSTRUCTION*	DCCS PAID	DCCS TO BE RETURNED
WC-5 (Piercy Creek Estates)	\$22,718.00	\$72,039.42	\$17,949.87	\$17,949.87
WC-4 (Piercy Creek Estates)	\$175,209.00	\$70,615.64	\$17,949.87	\$0.00 (all available credits used on WC-5)
R-14 (Piercy Creek Estates)	\$623,938.00	\$126,424.34	\$85,953.89	\$85,953.89
R9707 (Piercy Creek Estates)	\$652,376.00	\$22,557.27	\$85,953.89	\$0.00 (all available credits used on R-14)

\*Cost for works completed along the frontage of land being developed.

### FINANCIAL IMPLICATIONS:

The water DCC reserve fund has an approximate balance of \$586,176. Following the DCC credits and rebates for water projects WC-4, WC-5 and W9703 in the amount of \$236,661, there will remain approximately \$349,515.

The Roads DCC reserve fund has an approximate balance of \$3,744,958. Following the DCC credits and rebates for road projects R-14 and R9707 in the amount of \$158,817, there will remain approximately \$3,586,140.

The sanitary sewer DCC reserve has an approximate balance of \$938,140. Following reimbursement of the \$3,060 for the Arden South Trunk project there will remain approximately \$935,080.

The above reference to the reserve balances are approximate as they change regularly based on the approval of subdivisions or issuance of building permits.

With regard to the municipal share agreements authorized by Bylaw 2979, the total municipal responsibility for these projects is \$303,250. In anticipation of these agreements \$400,000 was included in the 2019 budget.

**Overall there are sufficient DCC reserve funds and municipal budget to enter into the DCC frontender and municipal share agreements authorized by Bylaw 2979.**

### ADMINISTRATIVE IMPLICATIONS:

Staff have spent approximately 20 hours reviewing documentation and preparing this report and bylaw.

### ASSET MANAGEMENT IMPLICATIONS:

As a result of subdivision and construction of the off-site works including the DCC projects listed above, the City inherits new infrastructure assets. These assets will be incorporated into the City's asset registers and become part of the City's overall Operating and Maintenance program for these asset classes. Future repair and replacement costs of these assets will be borne by the taxpayer as part of the City's Corporate Asset Management Plan.

**STRATEGIC PRIORITIES REFERENCE:**

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

- Focus on asset management for sustainable service delivery

Renewal of aging and under sized assets through the development approval process aligns with the strategic priority to focus on asset management for sustainable service delivery.

**OFFICIAL COMMUNITY PLAN REFERENCE:**

Not applicable.

**REGIONAL GROWTH STRATEGY REFERENCE:**

Not applicable.

**CITIZEN/PUBLIC ENGAGEMENT:**

Citizen/Public Engagement is not required for the expenditure of DCC funds.

**OPTIONS:**

OPTION 1: That based on the September 16, 2019 staff report, "Development Cost Charge Reserve Fund Expenditure Bylaw 2979", Council proceed to first, second and third readings of Bylaw 2979.

**(Recommended)**

OPTION 2: That Council defer consideration of Bylaw 2979 pending receipt of additional information.

OPTION 3: That Council not proceed with Bylaw 2979.

Prepared by:



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Ian Buck, MCIP, RPP  
Director of Development Services





THE CORPORATION OF THE CITY OF COURTENAY

## STAFF REPORT

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**To:** Council  
**From:** Chief Administrative Officer  
**Subject:** 5<sup>th</sup> Street Bridge Rehabilitation Project Update

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**File No.:** 5335-20; 5400-02  
**Date:** September 16, 2019

### PURPOSE:

To update the information provided to Council in the Staff Report on the 5<sup>th</sup> Street Bridge Rehabilitation Project and address the resulting direction provided in Council's Resolution of June 24, 2019:

Moved by Frisch and seconded by McCollum that based on the June 24<sup>th</sup>, 2019 staff report "5<sup>th</sup> Street Bridge Rehabilitation Project" Council approve OPTION 2 that Council direct staff to proceed with the associated next steps to rehabilitate the 5<sup>th</sup> Street Bridge, including the upgrade of adding cantilevered multi-use pathways plus development of detailed traffic management and public engagement plans, and report back to Council no later than September 16, 2019; and

That staff simultaneously prepare a supporting draft Borrowing Bylaw for Council consideration.

**Carried with Councillors Hillian and Theos opposed**

### BACKGROUND

Built in 1957, the 5<sup>th</sup> Street Bridge acts as a gateway to downtown Courtenay and requires rehabilitation to maintain the level of service for various modes of transportation. Over the years, multiple engineering assessments of the bridge have identified the need for structural repairs and re-coating to slow normal deterioration during service. Routine maintenance and periodic rehabilitation is important to ensure the asset's intended level of service and life-cycle can be achieved.

In 2016, the City engaged Hatch Mott Macdonald (HMM) and Urban Systems to complete a scoping study to determine the rehabilitation requirements. A field investigation and evaluation report recommended that the City repair several structural deficiencies, refurbish the bridge decking and recoat the bridge steel within the next five to seven years. The additional benefits of installing a cathodic protection system were presented and included as part of the cost estimates provided in the June 24 Staff Report.

At its June 24<sup>th</sup> meeting, Council chose to include a capital upgrade to the project scope by adding cantilevered multi-use pathways to the bridge for an additional cost and lengthened project duration. The detailed scope of work and funding estimates to achieve the planned rehabilitation and upgrade were provided at that time.

Until completion of detailed project design in early 2020, the Class D funding estimates provided in June remain unchanged. These estimates and the intended funding sources identified in the June 24<sup>th</sup> Staff Report are reiterated below in the body of this report.

**CAO RECOMMENDATION:**

Receive this report for information.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "David Allen". The signature is fluid and cursive, with the first name "David" and last name "Allen" clearly distinguishable.

David Allen, BES, CLGEM, SCLGM  
Chief Administrative Officer

## DISCUSSION

The scope of work on the 5th Street Bridge Rehabilitation Project includes re-coating, deck resurfacing including cathodic protection, and minor structural steel repairs, as well as adding new, wider multi-use pathways attached on both sides of the bridge. Construction is proposed to be in 2021.

There are a variety of factors to consider when planning the rehabilitation process. Addressing the corrosion on the bridge will involve blasting of old paint to expose bare metal followed by re-coating. To safely complete the re-coating, the construction will require scaffolding and wrapping in plastic to contain airborne debris: a strict regulatory requirement to protect the surrounding natural environment from construction.

During construction the travelling public will experience delays (vehicular, pedestrian and cycling), loud construction noise, night time lighting of the construction site; and potentially loss of parking in adjacent areas. To minimize these impacts staff will aim to ensure that:

- One lane on the bridge will remain open for alternating vehicular traffic;
- Cycling and pedestrian access is accommodated across the river; and
- There is continual and ongoing community communications and engagement.

Since receiving Council direction on June 24<sup>th</sup>, a project team has been established which has: developed a project timeline; developed a communications and public engagement strategy; further developed the geometry of the scaffolding required to complete the work and its impacts on all travel modes; and developed the factors that will inform the traffic management plan. Work now underway is represented in the supporting appendices to this report which serve as an update on progress over the past several months.

Many considerations and factors have and will continue to guide the project planning:

- Public and worker safety
- Environmental considerations including protection, mitigation and permitting
- Regulatory requirements
- Communications and public engagement
- Staging: construct in either one phase or multiple
- Sequencing of each of the respective scope elements of the work
- Impacts to traffic, including larger vehicles and emergency vehicles
- Impacts to all forms of transportation
- Minimizing costs
- Schedule implications including phasing, day/night work, and season
- Equipment laydown area

More detailed information on meeting these considerations and factors is provided in the appendices to this report which are organized as follows:

### *Appendix A, Strategic Communications and Public Engagement Plan*

Discusses the key issues for the community as related to this project and presents a plan on how to engage the public to ensure that all issues are considered and communicated with the public.

### *Appendix B, Traffic Management Strategy and Bridge Connectivity*

Discusses factors and local network considerations for dealing with traffic management during construction. To leverage efficiencies and maintain continuity, the Traffic

Management Strategy is prepared by Urban Systems, the same consultant working on the City's Transportation Master Plan.

A more detailed Traffic Management Plan can be prepared only after the community concerns, considerations, and recommendations are more clearly defined following the communications and public engagement process.

*Appendix C, Project Scope for bridge rehabilitation, and new cantilevered pathways*

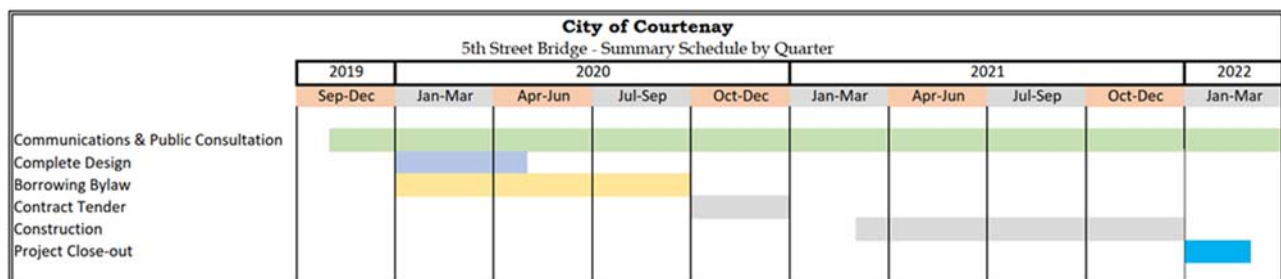
Project Scope for re-coating, minor steel repairs, and deck rehabilitation, including new cantilevered widened multi-use pathways.

*Appendix D, Fifth Street Bridge Draft Borrowing Authorization Bylaw*

Refined Project Schedule:

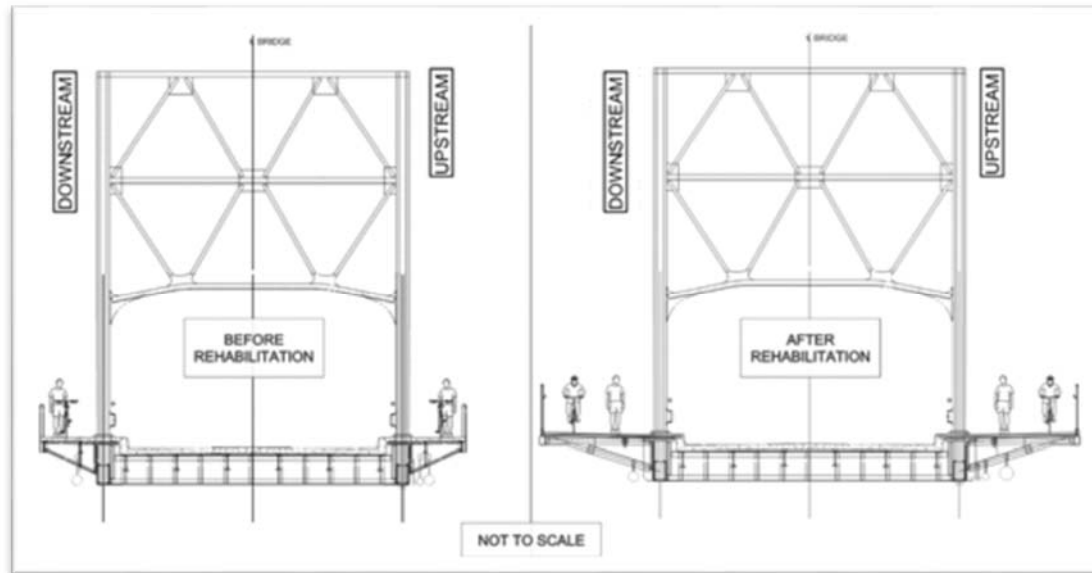
Public and stakeholder consultation is proposed to start in October 2019. The information received from the public consultation will inform the traffic management plan, which will then inform the construction methodology, which will inform future communications efforts. The detailed design will continue to evolve through 2019 and 2020. Construction is expected to begin in early 2021 however, exact details are yet to be determined, but will be accounting for the many considerations and factors listed above. Community consultation and engagement will continue through to the end of construction.

Table 1.



### Upgraded Cross Section

The figure below compares the 5th Street Bridge before and after the cantilever upgrade. The new proposed multi-use pathways increase the widths of available pedestrian and cyclists' area from the existing 1.5 meters to 3.0 metres. See Appendix C for greater detail.



### Transportation Master Plan Influences:

The City's Transportation Master Plan (TMP), currently in its final stages of development, has been used to inform the development of a traffic management strategy for the construction phase of the 5<sup>th</sup> Street Bridge. The TMP identifies future walking, cycling, transit and road network improvements to guide the City toward its stated transportation objectives. These include planned improvements near the 5<sup>th</sup> Street Bridge that are to be considered for how they connect with the 5<sup>th</sup> Street Bridge. The overall emphasis on active transportation in the TMP highlights the importance of maintaining active transportation connectivity during construction.

The traffic modelling completed for the TMP is being used as a basis for further traffic analysis as part of the traffic management strategy, including understanding current traffic patterns on and nearby the 5<sup>th</sup> Street Bridge, forecasting the impact of lane closures on queuing and delay on approach roads, and the potential impacts of traffic that may be redistributed elsewhere in the network. This will prove valuable in developing, for example, traffic control/flagging practices during construction to make best use of available bridge capacity, and understanding and mitigating impacts on roads and intersections elsewhere. All forms of transportation will be considered in the traffic management plan. This information will form part of the messaging to the public of impacts during construction and provide a greater level of certainty than would otherwise be possible in the absence of this information.

In relation to the working draft of the TMP the following transportation vision was stated:

*The City of Courtenay supports a transportation network that prioritizes connectivity and access to daily destinations and, through a balanced approach to transportation planning, provides all road users safe choices in their mode of transportation.*



The supporting values to achieve the transportation vision include:

**Values**

- Sustainability, livability & health
- Safety + efficiency
- Economic Prosperity
- Connectivity
- Affordability
- Sustainable Land Use

**FINANCIAL IMPLICATIONS:**

These have remained unchanged since the last report, and will be updated as the detailed design provides further information in 2020.

Table 2.

Project Element	1) Original Scope - Rehabilitation	2) Rehabilitation + Cantilever Upgrade
<b>Outcome</b>	Rehabilitated crossing with 20-year updated useful service life with full utilization of the grant and cathodic protection versus deck replacement.	A rehabilitated crossing with extended service life that provides improved cycling and walking amenities, with full utilization of the grant.
<b>Duration</b>	See Table 1.	See Table 1.
<b>Bridge Recoating &amp; Deck Renewal</b>	\$4.1 million	\$4.1 million
<b>Structural and Traffic</b>	\$2.2 million	\$2.2 million
<b>Cantilever Pathway</b>	n/a	\$2 million
<b>Total</b>	\$6.3 million	\$8.3 million
<b>Reserves</b>	\$0.94 million	\$0.94 million
<b>City Borrowing Amount</b>	\$3.4 million	\$5.4 million
<b>Borrowing Costs*</b>	\$233,300	\$370,550
<b>Tax Impact**</b>	1%	1.6%

**ADMINISTRATIVE IMPLICATIONS:**

The 5<sup>th</sup> Street Bridge Rehabilitation Project will be led by the City of Courtenay Engineering department, with support from other departments within the City. Consultants with technical knowledge specific to this work will be utilized to develop and implement designs. Any costs associated with external consultants are included in the project budget.

**CITIZEN/PUBLIC ENGAGEMENT:**

The potential benefits and impacts of rehabilitating the 5<sup>th</sup> Street Bridge require a broad public engagement and ongoing communications program to assist in raising awareness of the need and context for the capital project, as well as mitigating impacts wherever possible. A comprehensive public

engagement plan is attached as Appendix A, outlining the engagement objectives and various considerations associated with reaching a diverse group of stakeholders and the travelling public.

The engagement approach will be refined as borrowing processes, construction methodologies and schedules are confirmed, and the procurement process unfolds. Routine updates will be provided to Council and the public throughout the process. The project team will build on previous experience from working on bridge rehabilitation and replacement projects in British Columbia.

This public engagement and communications plan commit to engaging the broad public primarily at the level of “consult”, providing information, listening and acknowledging concerns, while seeking feedback on analysis, alternatives and decisions. The project will provide avenues for feedback and hearing concerns and will inform improved communications efforts and mitigation efforts, where possible, as a result of feedback received. Where there are opportunities for the public and stakeholders to provide input on potential decisions, feedback will be sought. City Council retains decision-making authority.

In terms of the Borrowing Authorization Bylaw required to fund the project, the level of engagement falls at “empower”, in that the City will borrow funding based on electoral support through a referendum or alternative approval process (AAP).

In addition to the development of a variety of print and digital communications tools, several face-to-face meetings with stakeholders and information sessions for the broad public will be held in October and November 2019 to share information, and to identify interests and needs. This information will inform ongoing engagement and design efforts.

The first phase of engagement will assist in finalizing the construction sequencing and traffic management plan to develop an approach that is as responsive to the community’s interests as possible. Appendix A outlines the detailed public engagement approach.

#### **ASSET MANAGEMENT IMPLICATIONS:**

The City of Courtenay is committed to proactively planning and investing in natural and built assets. The 5<sup>th</sup> Street Bridge is one of the City’s most valuable assets and critical to connecting the community across the river. The bridge serves as an important transportation connection for personal and commercial transport, and emergency service route for fire, police and ambulance. On-going maintenance and periodic investments are required to maximize the life of the asset, and to minimize disruption and increased investment over the long-term.

The 5<sup>th</sup> Street Bridge is included in the City’s asset management strategy and operations and maintenance costs have been identified in the City’s financial plan.

The bridge rehabilitation (re-coating, structural repair, and deck replacement) is a ‘capital asset renewal’ (or even ‘maintenance’) and is the impetus of this work.

Construction of the cantilevered widened multi-use pathways is a discretionary ‘capital upgrade’, that will compete for limited funding with all the remaining capital asset renewals (for example water, sewer, road, buildings, fleet and parks & trails capital renewals).

Longer-term asset management implications are yet to be determined; this will be informed by the finalized design.

## STRATEGIC PRIORITIES REFERENCE:

As part of the Strategic Priorities for 2019 – 2022 the following are relevant to the 5<sup>th</sup> Street Bridge Rehabilitation Project:

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

- Focus on asset management for sustainable service delivery
- ▲ Look for regional infrastructure solutions for shared services
- ▲ Advocate, collaborate and act to reduce air quality contaminants
- ▲ Support social, economic and environmental sustainability solutions

### **We plan and invest in methods of multi-modal transportation**

- Move forward with implementing the City's Transportation Master Plan
- ▲■ Collaborate with regional and senior government partners to provide cost-effective transportation solutions

- **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 that are outside Council's jurisdictional authority to act

## OFFICIAL COMMUNITY PLAN REFERENCE:

Regarding the Official Community Plan for Courtenay, the following goals of Section 5.0 Transportation are relevant:

### 5.2 Goals

1. Integrate land use changes with transportation planning to coordinate changes and increases to traffic patterns.
2. Development of a transportation system that provides choices for different modes of travel including vehicle, transit, pedestrian, cycling and people with mobility impairments.
3. Protect the integrity of the road classification system to facilitate the purpose and function of the specific road types.
4. Support an integrated transportation system that works towards reducing travel distances and congestion.
5. Support a transportation system that recognizes the importance of the character and overall appearance of the City.
6. Provide an effective transportation system that facilitates the movement of vehicles throughout the community and the Comox Valley to major regional services such as the Little River Ferry System and the Comox Valley Airport.

## REGIONAL GROWTH STRATEGY REFERENCE:

The 5<sup>th</sup> Street Bridge Rehabilitation Project is aligned with the transportation network goal from the Regional Growth Strategy:

#### Goal 4 - Transportation:

Develop an accessible, efficient and affordable multi-modal transportation network that connects Core Settlement Areas and designated Town Centres and links the Comox Valley to neighbouring communities and regions.

#### POTENTIAL IMPACTS TO COMMUNITY:

In order to rehabilitate the 5<sup>th</sup> Street Bridge safely, sustainably and within all environmental and regulatory standards, several impacts need to be considered:

**Traffic:** Vehicular traffic will likely be reduced to single lane alternating across the bridge for a portion of construction. Duration for this is yet to be determined and will depend on the construction plan.

**Noise:** In order to remove the lead paint and re-coat the steel structure, high pressure compressors are used. The compressors can produce a great deal of noise. The City will explore the application of noise barriers to reduce the impact.

**Light:** Should work be completed during evening hours, construction lighting may be used.

**Lay-down area:** The contractor will require a large area beside the bridge for storage of equipment, supplies, vehicles and construction trailer.

**Cost:** Final cost estimates will continue to be refined through the design phase. Regardless, it is anticipated that some form of borrowing will be needed.



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#### Attachments 4:

1. *Appendix A, Strategic Communications and Public Engagement Plan*
2. *Appendix B, Traffic Management Strategy and Bridge Connectivity*
3. *Appendix C, Project Scope for bridge rehabilitation, and new cantilevered pathways*
4. *Appendix D, Fifth Street Bridge Draft Borrowing Authorization Bylaw*

**CITY OF COURTENAY  
REHABILITATION/UPGRADE OF FIFTH STREET BRIDGE  
PURPOSE OF COMMUNICATIONS PLAN**

The purpose of this communications plan is to support effective public information sharing and describe activities throughout rehabilitation of the Fifth Street Bridge. There are proactive and reactive strategies to keep the community informed about the process, progress to date, and opportunities to provide input throughout construction.

**OVERVIEW**

Originally constructed in 1957 and located in the heart of downtown Courtenay, the Fifth Street Bridge is an important piece of infrastructure spanning the Courtenay River. Although the bridge has had regular maintenance over the past decade, the coating system and bridge deck are now due for replacement. The City of Courtenay was successful in receiving approximately \$2 million in grant funding from the Government of Canada and Province of BC's Small Communities program.

The proposed project includes bridge deck replacement, steel repairs to the deck beams, new handrails, recoating of the steel structure, new road markings, and the addition of new three meter cantilevered multi-use pathways on both sides of the bridge.

The improved pedestrian and cycling paths have the potential to significantly improve the travelling experience for those who walk, cycle, use scooters, wheelchairs or strollers. Recent consultation efforts related to transportation in Courtenay highlighted a desire amongst Courtenay residents to see improved infrastructure and investment in these modes.

Construction would likely start in 2021 and must be complete by March 2022. Construction impacts are expected to be moderate/high including; single lane traffic during construction, and intermittent scheduled closures for mobilization etc.

Construction has the potential to significantly impact the travelling public, as well as a variety of stakeholders and residents both immediately adjacent to the bridge, and along the detour routes. Proactive communications will be an important mitigation effort to assist in minimizing impacts to the travelling public and residents living in, or travelling through, the area. While this project has the potential to significantly extend the lifespan of the bridge and will include additional assets that improve community connectivity (specifically for people who bike, walk and use mobility aids), future rehabilitation efforts will still be required approximately every 20 years.

Communications will occur through all stages of planning and construction.

Tavola Strategy Group Ltd. is providing communications and strategy support to the project.

**PROMISE TO THE PUBLIC**

This communications plan commits to engaging the broad public primarily at the level of "consult" providing information, listening and acknowledging concerns, while seeking feedback on analysis, alternatives and decisions. The project will provide avenues for feedback and to hear concerns which will inform improved communications efforts and mitigation efforts, where possible. Where there are opportunities for the public to provide input on potential decisions, feedback will be sought. City Council retains decision-making authority.



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In terms of the borrowing bylaw required to fund the project, the level of engagement falls at “empower”, in that the City will borrow funding based on electoral support through a referendum or alternative approval process (AAP).

	INFORM	CONSULT	INVOLVE	COLLABORATE	EMPOWER
Public participation goal	To provide the public with balanced and objective information to assist them in understanding the problem, alternatives, opportunities and/or solutions.	To obtain public feedback on analysis, alternatives and/or decisions.	To work directly with the public throughout the process to ensure that public concerns and aspirations are consistently understood and considered.	To partner with the public in each aspect of the decision including the development of alternatives and the identification of the preferred solution.	To place final decision making in the hands of the public.
Promise to the public	We will keep you informed.	We will keep you informed, listen to and acknowledge concerns and aspirations, and provide feedback on how public input influenced the decision. We will seek your feedback on drafts and proposals.	We will work with you to ensure that your concerns and aspirations are directly reflected in the alternatives developed and provide feedback on how public input influenced the decision.	We will work together with you to formulate solutions and incorporate your advice and recommendations into the decisions to the maximum extent possible.	We will implement what you decide.
INCREASING IMPACT OF THE DECISION →					

### COMMUNICATIONS OBJECTIVES

Throughout construction, proactive, accurate and effective communications efforts will be undertaken to keep the public informed and to appropriately anticipate and respond to unplanned issues.

1. Increase awareness and understanding of the benefits and value of the Fifth Street Bridge in the regional transportation context and highlight the new amenities and long-term maintenance required to protect the asset and mitigate costs and impacts. Ensure information is easily accessible and distributed through a variety of methods.
2. Mitigate impacts to the travelling public through effective, proactive two-way engagement efforts.
3. Demonstrate a commitment to proactive communications and responsiveness to public concerns throughout the project.
4. Continue to maintain and build positive two-way relationships with the downtown business community, transportation groups, First Nations, other government agencies, neighbouring communities, and other identified stakeholders. As well as seek to understand their needs and interests throughout the project.
5. Establish and support relationships with key stakeholders affected by construction.
6. Meet communications obligations within federal funding agreements. Obligations are outlined in Schedule H: [https://www2.gov.bc.ca/assets/gov/driving-and-transportation/funding-engagement-permits/grants-funding/building-canada/pdf/150312\\_nbcf-scf\\_signedagreement.pdf](https://www2.gov.bc.ca/assets/gov/driving-and-transportation/funding-engagement-permits/grants-funding/building-canada/pdf/150312_nbcf-scf_signedagreement.pdf)

### OPPORTUNITIES AND RISKS

The following opportunities and risks associated with communications and public information have been identified.

Opportunity	Description	Mitigation
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Fifth St Bridge Rehabilitation Project

Opportunity	Description	Mitigation
Educate about the investment in infrastructure, or innovative methods being utilized.	There is potential to highlight construction methodology, innovation and value for investment as construction progresses.	<ul style="list-style-type: none"> <li>• Incorporate information about benefits and value in all proactive communications.</li> <li>• Demonstrate progress at key junctures.</li> <li>• Consider establishing relationships with post-secondary institutions, schools, and offering community site visits or tours.</li> <li>• Presence at community events/markets in area</li> </ul>
Educate about historical approach to bridge maintenance and bridge role in community	Provide regional context for this critical component of regional infrastructure.	<ul style="list-style-type: none"> <li>• Identify strategic opportunities to educate about role of the bridge, and the value it delivers.</li> <li>• Include photos and history of bridge, highlighting evolving transportation needs.</li> </ul>
Demonstrate responsiveness to what has been heard from community and commitment to delivering on Council strategic goals and OCP	Highlight what the community has indicated is important to them when it comes to transportation infrastructure (re: OCP, TMP, Strategic priorities)	<ul style="list-style-type: none"> <li>• Key messaging about new amenities on bridge and benefits of such (shift in mode share, greenhouse gas emissions, less congestion, planning for the future, sustainability.)</li> </ul>

Risk	Description	Mitigation
<b>Lack of awareness about construction impacts and timing</b>	Although many residents are familiar with the need to “fix” or invest in the bridge, they may be less familiar with the construction impacts and timelines.	<ul style="list-style-type: none"> <li>• Anticipate the information needs of residents in area and stakeholders affected by construction.</li> <li>• Early stakeholder outreach at start of project and on-going updates throughout construction.</li> <li>• Booth at community events/markets in area.</li> <li>• Communicate directly and routinely with those most affected and the other neighbourhoods more broadly.</li> <li>• Use multiple communications channels, plain language and engaging visuals.</li> <li>• Proactive media and social outreach and use of video</li> </ul>
<b>Public frustration as a result of</b>	It is expected that some members	<ul style="list-style-type: none"> <li>• Robust web presence, media</li> </ul>

impacted traffic routes, noise, or parking	of the public will be frustrated with traffic detours and delays and the aesthetic of construction activities	<p>outreach and outreach to residents and travelling public</p> <ul style="list-style-type: none"> <li>• Communicating established phone and email channels for questions and concerns</li> <li>• Establish point person for citizen/media enquiries and concerns</li> <li>• Maintain register of concerns raised and report routinely to project team and contractor to further mitigate issues</li> <li>• Communicate alternate routes and parking spaces to access downtown core</li> </ul>
Public concern or disagreement with construction approach or timing	It is expected that some will disagree with the rehabilitation approach, or feel the methodology could be different, faster or less impact (e.g. night work, not during winter holidays or summer etc.)	<ul style="list-style-type: none"> <li>• Strong messaging and rationale for why rehabilitation is recommended and benefits of construction schedule and methodology.</li> <li>• Early communication of approach, potential impacts and on-going approach to bridge maintenance</li> </ul>
Tendency for residents to focus on costs and impacts vs. safety, investments in new amenities, and asset management	Without additional information and context, residents will tend to focus on the costs and impacts of construction.	<ul style="list-style-type: none"> <li>• Key messaging about value of bridge, asset management, long-term investment, and benefits of recommended approach</li> <li>• Develop social media and media tips about bridge maintenance, asset management, fiscal perspective, etc.</li> <li>• Utilize video to help educate and make the information more tangible</li> </ul>
Other construction projects during same period may compound impacts	Other projects may impact travelling public during same period, compounding congestion and frustration.	<ul style="list-style-type: none"> <li>• Establish clear points of contact for project updates and information.</li> <li>• Coordinate information and communications with other agencies (MoTI, other City projects, CVRD etc.) to mitigate where possible.</li> </ul>
Unexpected issues may arise	There is low potential for archeological finds, environmental impacts, accidents or emergencies.	<ul style="list-style-type: none"> <li>• Develop issue-specific communications protocols.</li> <li>• Develop messaging and FAQs specific to various topics or</li> </ul>

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		<p>issues</p> <ul style="list-style-type: none"> <li>• Work closely with City of Courtenay to anticipate and respond appropriately.</li> <li>• On-going monitoring of comments and questions, media coverage.</li> </ul>
<b>Sixth Street Pedestrian Bridge</b>	Some feel a Sixth Street dedicated pedestrian/multi-use bridge should be added. Council has directed staff to review the long-term feasibility, however it will be considered as part of the 2020 budget process.	<ul style="list-style-type: none"> <li>• Provide updates as Council considers information related to Sixth Street</li> </ul>
<b>Investment in Courtenay Bridge crossings in general</b>	Some may feel investment is better made in another or new crossing	
<b>Replace the bridge</b>	Some may feel the bridge should be replaced instead of rehabilitated.	
<b>Rehabilitate but not improve the bridge</b>	Some may feel that the bridge should be rehabilitated but that no additional amenities should be added.	
<b>Other financial borrowing or capital projects</b>	Some may feel the borrowing overall is “unaffordable” or “too much”	<ul style="list-style-type: none"> <li>• Quality information to inform borrowing bylaw process and need for rehabilitation of bridge in terms of safety, long-term investments, etc.</li> <li>• Coordination of timing and understanding of the other capital projects and borrowing needs</li> </ul>

KEY INFORMATIONAL TOPICS

Topic
<p><b>Fifth Street Rehabilitation Project</b></p> <ul style="list-style-type: none"> <li>• Age and current condition</li> <li>• Value and benefits of upgrades</li> <li>• Overall timeline and milestones in project</li> <li>• Asset management approach</li> <li>• Budget and financing model</li> </ul>

Topic
<b>Construction Schedule and Milestones</b> <ul style="list-style-type: none"> <li>• Timeline</li> <li>• Why this timeline? (Time of year, season, weather etc.)</li> <li>• Components: <ul style="list-style-type: none"> <li>• structural rehabilitation (2) deck repair (3) recoating of the bridge (4) cantilevers</li> </ul> </li> <li>• Construction impacts and mitigation efforts in area and detour areas</li> <li>• Rationale for construction methodology and approach</li> <li>• Contract award</li> </ul>
<b>Construction impacts</b> <ul style="list-style-type: none"> <li>• Traffic</li> <li>• Noise</li> <li>• Aesthetics</li> <li>• Construction parking</li> <li>• Equipment storage</li> <li>• Special events (routes, schedules etc.)</li> <li>• Parking loss (if any)</li> </ul>
<b>Parking impacts – temporary and permanent</b> <ul style="list-style-type: none"> <li>• Parking loss during construction</li> <li>• Alternative routes and parking to access downtown core</li> </ul>
<b>Updates from the Transportation Master Plan</b> <ul style="list-style-type: none"> <li>• Importance of crossings</li> <li>• Increased investment in cycling and pedestrian infrastructure</li> <li>• Accessibility</li> </ul>
<b>Emergency Protocols</b> <ul style="list-style-type: none"> <li>• Public safety issues/incident</li> <li>• Construction accident</li> <li>• Emergency vehicle access during construction</li> </ul>
<b>Cantilevered Multi-Use Pathway</b> <ul style="list-style-type: none"> <li>• Specifications – width, length, approaches, protection, bicycle network</li> <li>• Comparison between current and future</li> <li>• Benefits – people who walk, cycle, accessibility, environmental, mode shift, sustainability, access to downtown</li> <li>• What we heard from the community during Transportation Management Plan</li> </ul>
<b>Evolution of transportation system</b> <ul style="list-style-type: none"> <li>• Historical context of bridge</li> <li>• Number of trips now versus then</li> <li>• Growing community</li> <li>• Desire to see investment in green, active modes</li> <li>• Context within larger transportation plan</li> <li>• Archival photos – upgrades through the years, 1960, pre-1960</li> </ul>
<b>Where to learn more</b> <ul style="list-style-type: none"> <li>• Website</li> <li>• Phone</li> <li>• Email</li> <li>• Open House/community events</li> <li>• Media</li> <li>• Social media</li> <li>• Stakeholder meetings</li> </ul>



## POTENTIAL ENGAGEMENT TOPICS

<b>Borrowing Bylaw</b> <ul style="list-style-type: none"> <li>• Project information/need/benefits</li> <li>• Amount of borrowing</li> <li>• Ways to provide input</li> </ul>
<b>Traffic Management Plan</b> <ol style="list-style-type: none"> <li><b>1. Construction Traffic Control</b> Establish single lane alternating traffic control practices to maximize available capacity.</li> <li><b>2. Bridge Closures</b> Ensure any required full bridge closures are scheduled to occur during periods when travel demand is lowest to minimize impact.</li> <li><b>3. Intersection Traffic Control</b> Optimize nearby intersection signal timings to reflect altered traffic conditions and minimize delay.</li> <li><b>4. Traffic Detour Route(s)</b> Identify detour routes that minimize negative impacts elsewhere in the network and offer comfort/certainty to motorists seeking alternatives to the Fifth Street Bridge.</li> <li><b>5. Time-of-day Travel</b> Promote / encourage off-peak travel to reduce congestion during peak periods.</li> <li><b>6. Alternative Travel Modes</b></li> </ol>
<b>Information needs and preferred ways to keep you informed</b> <ul style="list-style-type: none"> <li>• What tools</li> <li>• What information</li> <li>• Questions?</li> </ul>
<b>Beautification / Public Realm</b> <ul style="list-style-type: none"> <li>• Landscaping Approaches</li> <li>• Surfacing</li> <li>• Signage</li> <li>• Colour</li> </ul>

## STRATEGIC CONSIDERATIONS/APPROACH

- 1. Early engagement of key stakeholders is important.** Outreach to regional stakeholders indicating that discussions will be commencing about rehabilitation of the Fifth Street bridge and their engagement on this issue will be important going forward. The more engaged stakeholders are in the process, the more likely they are to provide context, bring early concerns forward and support the investments. A very condensed and preliminary list of stakeholders includes but is not limited to: Ministry of Transportation and Infrastructure, Comox Valley Regional District, Town of Comox, RCMP, Ambulance and Fire, Comox Valley School District, Downtown Courtenay Business Improvement Association, Cycling, Accessibility, First Nations, and BC Transit.
- 2. “Seeing is believing”:** A walk-about of the bridge with key stakeholders, including City Councilors, is an important educational opportunity for the need and opportunity the rehabilitation work and

improved amenities address. It aids in increasing understanding and building awareness of the technical issues at play and the corresponding mitigation efforts. It is also an effective strategy for building relationships and demonstrating commitment to transparency and awareness. The use of video will also assist in this regard.

3. **The role of the Fifth Street Bridge in Courtenay, and the region, cannot be underestimated.** The costs of rehabilitation and the recommended improvements to accessibility, cycling and walking experience should be presented as investments. The timing of the work considering the rising construction market and the grant timing demonstrates the City's commitment to fiscal responsibility and long-term asset management.
4. **The need to rehabilitate the bridge and to complete the work now is a community need and anticipated impacts of this rehabilitation shouldn't be minimized and should be realistically communicated.** Alleviating the impacts of congestion and back up may require some detours, travel planning and behaviour change among all transportation modes.
5. **Those affected by the bridge rehabilitation will not be limited to those in close vicinity of the bridge.** Planned detours will mean increased traffic and congestion in other areas. It is important we are anticipating and mitigating impacts to those areas in the same way we support downtown.
6. **Establishing a strong context of the need to rehabilitate and the benefits of the recommended approach is critical** to community and stakeholder understanding and support. When the need and opportunity are understood, the impacts of construction become more amenable.
7. **It is important to demonstrate the responsiveness of the City to what has been heard** within recent public engagement efforts and the need to plan for the long term. The community understands that Courtenay is growing and has highlighted the importance of the crossings, and the need for improved cycling, walking and accessibility infrastructure.
8. **The impacts of the rehabilitation work will be more significant than contemplated in 2012,** both in terms of lane closures, detours and congestion, as well as costs. However, one key difference is that the 2012 work initially included full bridge closure; this project will provide accommodation for single lane alternating traffic. Early and ample information months prior to, in the leadup, and during construction will be necessary to help residents and businesses prepare for the construction impacts and mitigate unexpected frustration. The need and benefits of this work must continue to be communicated throughout.

## STAGES OF COMMUNICATIONS

### Process map visual

To be created based on key phases of project. Will demonstrate how decisions and communications and input relate through process, along with an associated timeline.

KEY PROJECT PHASES	INFORMATION ACTIVITIES	TIMELINE	STATUS
Conceptual Design and Costing	<ul style="list-style-type: none"> <li>Updated Bridge Inspections</li> <li>Options Evaluation</li> <li>Preliminary Costing Options</li> <li>Reporting</li> </ul>	2017/2018	COMPLETE
Design Confirmation	<ul style="list-style-type: none"> <li>Direction to design team on final scope of project (e.g. amenities)</li> </ul>	Sept – December	IN PROGRESS

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	<ul style="list-style-type: none"> <li>Initiate traffic management planning</li> <li>Initiate public engagement planning</li> <li>Initiate public engagement efforts</li> </ul>	2019	
<b>Borrowing Bylaw</b>	<ul style="list-style-type: none"> <li>Seek electoral approval for purpose and amount of borrowing required</li> </ul>	2020	<b>NEXT KEY STEP</b>
<b>Notice of Project or Pre-qualification Process</b>	<ul style="list-style-type: none"> <li>Notice of project or similar process to provide contractors information on the impending project in 2019. This will work to garner interest in the project.</li> </ul>	TBD	
<b>Design Phase</b>	<ul style="list-style-type: none"> <li>Preparation of Detailed Design for chosen improvements</li> <li>Preparation of Tender Package</li> <li>Community education and communications regarding potential impacts to the public and various accommodations by the project toward important local events e.g. Canada Day</li> <li>Meet with key stakeholders to identify early concerns and refine engagement approach to meet community needs</li> </ul>	TBD	
<b>Tendering</b>	<ul style="list-style-type: none"> <li>Tender issued for construction drawing package and contract specifications</li> <li>Detailed communications plan to support project to completion</li> <li>Contract award</li> </ul>	TBD	
<b>Active construction and on-going project communications</b>	<ul style="list-style-type: none"> <li>Pre-construction communications related to timelines, budget, impacts, alternate routes</li> <li>Construction of bridge upgrades</li> <li>Ongoing project communication and engagement</li> </ul>	TBD	
<b>Project completion</b>		TBD – Prior to March 31, 2022	

COMMUNICATIONS TOOLS

Materials	Description
<b>City of Courtenay Website</b>	<ul style="list-style-type: none"> <li>Central point for all information regarding rehabilitation of Fifth Street Bridge</li> </ul>
<b>Project updates</b>	<ul style="list-style-type: none"> <li>Project updates at regular intervals for project team and broader distribution as determined</li> <li>Include maps and visuals, highlight progress to date, and changing elements of projects</li> <li>Can be used to inform updates to stakeholders as required</li> </ul>
<b>Construction Bulletins</b>	<ul style="list-style-type: none"> <li>Proactive, routine updates to describe construction updates and impacts</li> </ul>
<b>Fact sheets and FAQs</b>	<ul style="list-style-type: none"> <li>Project overview and information for commonly asked questions and topics</li> <li>Can be used as a handout or distributed by email</li> </ul>
<b>Community presentations</b>	<ul style="list-style-type: none"> <li>Host open house/bridge tours at start of construction</li> </ul>

	<ul style="list-style-type: none"> <li>Attend community meetings as requested to provide updates or answer questions</li> <li>Community booths at events (e.g. Farmers Market) or in high traffic areas to reach people where they are</li> <li>Stakeholder meetings</li> </ul>
<b>Display Boards</b>	<ul style="list-style-type: none"> <li>To support neighbourhood meetings or open houses</li> </ul>
<b>Social media</b>	<ul style="list-style-type: none"> <li>Proactive information about overall project including benefits and context, as well as construction updates</li> </ul>
<b>Project E-news</b>	<ul style="list-style-type: none"> <li>Email updates sent regularly to forecast construction impacts and progress being made</li> </ul>
<b>Earned Media</b>	<ul style="list-style-type: none"> <li>Media advisories and releases</li> <li>Key messaging to respond to media enquiries</li> </ul>
<b>Site tours/visits</b>	<ul style="list-style-type: none"> <li>Residents, local Council, or educational opportunities provided by site tour or walkabout</li> </ul>
<b>Project signage</b>	<ul style="list-style-type: none"> <li>Signage in neighbourhood and community facilities to communicate traffic impacts</li> </ul>
<b>Door-to-door outreach</b>	<ul style="list-style-type: none"> <li>Face-to-face engagement supported by handouts to leave with residents</li> </ul>
<b>Enquiry response program</b>	<ul style="list-style-type: none"> <li>Track and respond to public enquiries by email, phone and social media.</li> </ul>
<b>Video</b>	<ul style="list-style-type: none"> <li>Utilizing video in social media will assist in communicating progress and impacts</li> <li>Developing video updates at key milestones in the project will help frame what will occur next</li> </ul>

#### EVALUATION: MEASURES OF PROCESS AND SUCCESS

Communications efforts should be measured and evaluated continually through the process and reported on upon conclusion of the process. These measures will help determine and demonstrate the breadth of communications and inform on-going efforts.

- Attendance at face-to-face events
- Responses to enquiries
- Response targets met
- Number of stakeholder meetings and presentations
- Level of engagement of stakeholders
- Anecdotal stakeholder feedback
- Media coverage – volume and accuracy
- Social media engagement
- Volume of correspondence and enquiries

APPENDIX A: KEY TASKS Stage 2 September to December 2019

<b>KEY ENGAGEMENT AND COMMUNICATIONS TASKS INCLUDE:</b>
<ul style="list-style-type: none"> <li>Develop detailed communications and engagement plan including workplan and schedule to support construction schedule and anticipated impacts. Refine and expand communications plan to include key messaging, schedule and actions.</li> </ul>
<ul style="list-style-type: none"> <li>Develop detailed communications calendar</li> </ul>
<ul style="list-style-type: none"> <li>Build detailed stakeholder contact database with key contact information</li> </ul>
<ul style="list-style-type: none"> <li>Determine which organizations or individuals may require meetings or presentations</li> </ul>
<ul style="list-style-type: none"> <li>Develop roles and responsibilities matrix for communications tasks</li> </ul>
<b>AWARENESS-RAISING ACTIVITIES:</b>
<ul style="list-style-type: none"> <li>Develop information and materials for website and print distribution</li> </ul>
<ul style="list-style-type: none"> <li>Develop visual identity for various tools including advertising, fact sheets, and bulletins</li> </ul>
<ul style="list-style-type: none"> <li>Social media strategy – content and calendar</li> </ul>
<ul style="list-style-type: none"> <li>Project video</li> </ul>
<ul style="list-style-type: none"> <li>Project newsletter template</li> </ul>
<ul style="list-style-type: none"> <li>Advertising plan and newspaper advertising design</li> </ul>
<ul style="list-style-type: none"> <li>Media release post Council meeting(s)</li> </ul>
<ul style="list-style-type: none"> <li>Door-to-door business community – hand-out information – establish project contact</li> </ul>
<ul style="list-style-type: none"> <li>Digital signage</li> </ul>
<ul style="list-style-type: none"> <li>Posters in key locations across City buildings and community</li> </ul>
<ul style="list-style-type: none"> <li>Postcard/flyer/fact sheet</li> </ul>
<ul style="list-style-type: none"> <li>Project email distribution list</li> </ul>
<ul style="list-style-type: none"> <li>City of Courtenay staff update – bridge project (borrowing, timeline, amenities, impacts, etc.)</li> </ul>
<ul style="list-style-type: none"> <li>Communicate Council decision(s) - letter to stakeholders, media release, website</li> </ul>
<ul style="list-style-type: none"> <li>Continually update Frequently Asked Questions</li> </ul>
<ul style="list-style-type: none"> <li>Routine updates to Council</li> </ul>
<b>ENGAGEMENT ACTIVITIES:</b>
<ul style="list-style-type: none"> <li>Contact key stakeholders to arrange meetings</li> </ul>
<ul style="list-style-type: none"> <li>Council site tour of bridge</li> </ul>
<ul style="list-style-type: none"> <li>Stakeholder meetings</li> </ul>
<ul style="list-style-type: none"> <li>Schedule and host public session(s) – various locations, times of day</li> </ul>
<ul style="list-style-type: none"> <li>Open Houses</li> </ul>
<ul style="list-style-type: none"> <li>Site tours</li> </ul>
<ul style="list-style-type: none"> <li>Community Pop-ups</li> </ul>
<ul style="list-style-type: none"> <li>Online survey/feedback loop</li> </ul>

**Future stages**

**STAKEHOLDER OUTREACH AND PRE-CONSTRUCTION COMMUNICATIONS - TO BE INFORMED BY FIRST STAGE OF ENGAGEMENT**

Direct and proactive outreach to stakeholders and residents about what to expect during overall construction.

- Update website
- Door-to-door delivery of information
- Distribute media and social media content
- Information packages and offer of presentation to key stakeholders
- Advertise community opportunities to learn more



Appendix A to SR-DES 2019-09-16  
Fifth St Bridge Rehabilitation Project

- Attend/host community events (i.e. project open house, farmers markets, mall events, etc.) to provide proactive information and answer any questions
- Host site visit/walkabout prior to construction
- Communicate contract award and updated information related to construction launch
- Project signage and signage noting upcoming work

**ON-GOING COMMUNICATIONS DURING CONSTRUCTION - TO BE INFORMED BY FIRST STAGE OF ENGAGEMENT**

- On-going updates to project team, broad community, stakeholders and media about construction progress, impacts and any changes. Also includes emergency and issues management support as required.
- Update website
- Direct outreach to stakeholder groups
- Attend community meetings as required to provide updates
- Monitor all questions and comments related to options to continually inform communications activities.
- Media relations

DRAFT

# MEMORANDUM

Date: September 9, 2019  
To: Chris Davidson, City of Courtenay  
From: Dan Casey, Matthew Sallee  
File: 3222.0045.02  
Subject: Preliminary Scoping | Fifth Street Bridge Traffic Management + Connectivity

Two specific transportation issues related to the Fifth Street Bridge renewal project are addressed in this memorandum, as follows:

1. The first section is a preliminary traffic management strategy that identifies opportunities to management traffic interruptions during the construction period; and
2. The second section identifies walking and cycling connectivity options for the Fifth Street Bridge with reference to the draft Transportation Master Plan (TMP).

## PART 1. TRAFFIC MANAGEMENT STRATEGY

A renewal of the Fifth Street Bridge is planned that will include bridge deck replacement, steel repairs to the deck beams, new hand rails, recoating of the steel structure, new road markings, and the addition of cantilevered multi-use pathways. Construction will be over an approximately seven- to eight-month timeframe that is currently forecast for 2021 and is expected to significantly impact traffic patterns, particularly in the north end of downtown Courtenay.

A traffic management strategy is required to identify opportunities to manage interruptions and minimize impacts during the construction period. The traffic management strategy is to be developed during public consultation and will evolve throughout the project. The City intends to complete significant public outreach to inform the technical development of traffic management approaches that best minimize impacts and to ensure solutions are supported.

The intent of this memorandum is identify the process to be undertaken in developing the traffic management strategy, to articulate the principles for traffic management during the construction period (i.e., what are we trying to achieve?), and to preliminarily identify and describe traffic management approaches that may be given further consideration as part of the fulsome traffic management strategy (i.e., how will we achieve it?).

### Process

The traffic management strategy is proposed to be developed in three phases:

1. Clarify the intent of the traffic management strategy (i.e., what are we trying to achieve?) and preliminary identification of management options (this memorandum).

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2. Undertake study to determine changes in traffic conditions during bridge construction and review each of the preliminarily identified traffic management options to confirm they are achievable, will have positive impact, and are supported by the public.
3. Develop the requisite plans for each management approach that is to be pursued. This will include on-going communication as part of the broader communication approach related to the bridge works, as well as technical analysis and planning for construction phasing and traffic control practices, detour routes, signal analysis, and transportation demand management (TDM) planning.

### **Traffic Management Framework**

A clearly articulated framework will give structure to the traffic management approach, inform key messaging for communications tasks, and articulate the intent of this work with the community to create transparency. The following is proposed as the framework for traffic management associated with the Fifth Street Bridge construction.

Objective: Minimize the interruptions and inconvenience experienced by the community during Fifth Street Bridge construction.

Principles:

1. Communicate broadly and pro-actively
2. Manage traffic interruptions
3. Maximize infrastructure capacity
4. Identify alternative travel options and communicate with user groups and the public

### **Traffic Management Approaches**

The following approaches are recommended to be pursued in more detail to determine each can be achieved and has value in managing travel interruptions related to Fifth Street Bridge construction:

#### **1. Capacity Reductions**

*Dictate the timing and length of reductions in bridge capacity (i.e., lane or sidewalk closures) to occur as possible during periods when travel demand is lowest to minimize interruptions. Once construction staging has been determined in detail, the optimal allocation of bridge space will be determined and implications on travel interruptions will be more clear. Items to be clarified may include:*

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- The number of vehicle travel lanes available
- Cyclist accommodation, with possible options including a multi-use facility, dedicated cycling facilities, integrated with vehicle traffic or accommodated elsewhere on pre-existing or a new temporary structure
- Pedestrian accommodation, including specific consideration of accessibility
- Public transit accommodation
- Any limitations on certain vehicle types / sizes due to construction activities

## **2. Construction Traffic Control**

*Manage traffic control practices on and adjacent to the Fifth Street Bridge to maximize the available capacity on the bridge and on bridge approaches.* This work is to include consideration of hourly, daily, and seasonal variations in traffic conditions so that traffic control practices are established that make best use of available bridge capacity and minimize interruptions, and so that construction is scheduled to avoid peak periods as possible. This work should include traffic conditions (queuing, delay) on alternative routes and seek to establish traffic control procedures that result in balanced conditions. Consideration is also to be given to traffic control practices that favour buses, pedestrians and/or cyclists.

## **3. Intersection Traffic Control**

*Study and optimize nearby intersection signal parameters to reflect changes in traffic conditions and minimize delay.* This will include reviewing adjacent signal infrastructure ability for customization and identifying opportunities for temporary changes in signal timing.

## **4. Traffic Detour Route(s)**

*Identify detour routes that minimize negative impacts elsewhere in the network and offer comfort/certainty to motorists seeking alternatives to the Fifth Street Bridge.* This work is to include the following activities for identified detour route(s):

- Intersection traffic analysis at key intersections along identified routes to ensure adequate resulting intersection performance
- Forecast the increase in traffic volumes on identified detour routes so that changes can be pro-actively communicated to affected property owners
- Identify the more detailed requirements of detour route planning to include route signage / message boards and public notification

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## 5. Time-of-Day Travel

*Promote / encourage off-peak travel to reduce congestion during peak periods.* This may be achieved through a combination of strategies that include targeted traffic control practices on the bridge that discourage peak period travel in certain directions, incentives for off-peak travel and changes in programmed activities (where possible) at key destinations. Opportunities to eliminate commute trips altogether may also be identified.

## 6. Alternative Travel Modes

*Promote / encourage non-vehicular travel modes where capacity is less impacted so as to reduce vehicular traffic.* This may include facilitating travel by walking, cycling, public transit or rideshare. Bridge construction phasing and bridge function may dictate which modes can be encouraged.

Examples of demand management approaches that could be pursued include financial incentives to use transit or carpool and targeted infrastructure that favours walking or cycling.

## Next Steps

The next step is to study the impact of bridge construction on the transportation network, including refining queue length and travel time impacts, and review each of the identified traffic management opportunities to assess their value / impact to confirm which options are recommended to be advanced to more detailed planning / technical stages.

## PART 2. BRIDGE CONNECTIVITY

As part of the Transportation Master Plan (TMP) that is currently underway, it was identified that widening the sidewalks on both the north and south side of the Fifth Street Bridge would have significant connectivity and safety impacts across the Courtenay River for all active modes of transportation. This lack of connectivity was a key constraint brought forward in the TMP.

The City of Courtenay is considering the replacement of existing cantilever pedestrian sidewalks on the bridge as part of the maintenance work in order to utilize the expected closures during the construction period. The current bridge provides narrow sidewalks on either side of the bridge and does not provide a safe connection for cyclists as they are expected to merge with traffic in a single file manner across the bridge. The City hopes that the wider cantilevers would improve the walking and cycling conditions across the bridge from a safety, connectivity, and comfort standpoint and would tie into the proposed networks on either side of the bridge as developed as part of the Connecting Courtenay plan and the Parks and Recreational Master plan.



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Widening the cantilevers on the bridge will result in the need to identify and improve the access and connectivity to the bridge for all active transportation users. This memo intends to identify some of the connectivity considerations and key constraints that need to be considered moving forward.

### **Connectivity Considerations & Approaches**

Connectivity options will need to be developed and reviewed against various criteria to analyze which option would be the best for the City to pursue. The criteria set out is primarily focused on active transportation users while also considering other impacts. The criteria are as follows:

- Pedestrian Safety
- Cyclist Safety
- Pedestrian Connectivity to existing networks
- Cyclist Connectivity to existing networks
- Pedestrian Comfort/Experience
- Cyclist Comfort/Experience
- Vehicle Impact
- Integration into existing and future park infrastructure
- Value

The goal of the connections is to increase the safety, comfort and experience for pedestrians and cyclists. The proposed cantilevers inherently provide a better experience than the current condition because they provide a wider pathway and are further separated from cars. They also allow for cyclists to avoid having to share the roadway with vehicles and provide more space for all active users. Beyond the bridge it will be important that this comfort is extended to the various connections to existing and future networks.

### **Key Constraints for Consideration**

#### **1. The Bridge Building**

The deconstruction of the Bridge building at the southwest corner of the Fifth Street Bridge will be discussed as part of the 2020 budget deliberations. If this building were to be demolished within the near future the site could be considered for opportunities to enhance connectivity to the bridge, along with other areas nearby the bridge.

#### **2. River Flood Levels**

The current underpasses on the east and west end of the bridge are susceptible to localized flooding during high river and high tide events. If they are to be utilized for connectivity, improvements will need to be considered or a reduced level of service could be accepted during high river events.

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### 3. Impacts to Vehicle Movements

While the connectivity is primarily focused on active transportation users it is important that the impact to traffic is understood and such will be a consideration for options to be reviewed.

### 4. Value

We understand that the limits of this project will need to be set to the immediate area around the Fifth Street Bridge. The costs of each option will be considered along with how each option ties into the overall existing and future network.

## Transportation Master Plan Network Connections

The Transportation Master Plan (TMP) outlines the proposed cycling and pedestrian networks for the City. On the west side of the bridge, Anderton Avenue and Sixth Street are identified as the preferred cycling connections on the west side of the bridge. For the east side of the bridge, the TMP calls for a multi-use path along the north side of Fifth Street/Old Island Highway connecting to the Lewis Centre and east Courtenay. The TMP also designates bike paths through Lewis Park and Simms Millennium Park.

These future connections will be reviewed and considered during the development of the connectivity options to the new cantilevers on the Fifth Street Bridge.

## Next Steps

The next step is to develop, evaluate, and refine the connectivity options based on the criteria to confirm which options are recommended to be advanced to more detailed planning / technical stages.

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# **Memorandum: Project Scope for bridge rehabilitation, and new cantilevered pathways**

## **Prepared for:**

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

August 30, 2019

<b>Document Number</b>	H356896-BR-230-SO-0005	
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## 1 INTRODUCTION

Hatch has been requested by Urban Systems Ltd. (“USL”), on behalf of the City of Courtenay (the “City”), to undertake a rehabilitation design of the existing Fifth Street Bridge in Courtenay, BC. A detailed bridge rehabilitation plan had been submitted to City of Courtenay in June 2018 which includes steel recoating, and concrete bridge deck rehabilitation and protection. Additional to the original rehabilitation scope, a new widened multi-use cantilevered pathway on both sides of the bridge was also later included by the City.

According to the Fifth Street Bridge Rehabilitation Project Staff Report on June 24th, 2019, three rehabilitation components were approved by the Council:

- Bridge Steel Recoating
- Bridge Deck Rehabilitation
- New Cantilevered Widened Multi-Use Pathways

This memorandum presents the scope of rehabilitation works and identifies the considerations in developing the rehabilitation designs and the staging of the rehabilitation works.

## 2 SCOPE OF WORK

The rehabilitation works for Fifth Street Bridge can be broken down into three major components: 1) bridge steel recoating; 2) bridge deck rehabilitation; and 3) installation of new widened multi-use pathways on both sides of the bridge. The present scope of work for each of the rehabilitation components is listed below:

### **Bridge Steel Recoating**

- Mobilization / demobilization
- Scaffolding and containment
- Environmental mitigation - containment SSPC- Guide 6 Class 1A
- Quality management – third party NACE Level 2 coating inspection
- Structural steel cleaning (SS216.09.02) – wash to remove non-visible contaminants and another contaminant using SSPC-SP WJ-4/NACE WJ-4. Then clean to SSPC SP-6 with a sharp profile of 50 to 75 microns (2-3 mils).
- Recoating with Steel Field System SF2 – organic zinc primer, epoxy intermediate coat and stripe coat, polyurethane topcoat from the current edition of Ministries recognized product list.
- Traffic control
- Site cleanup and restoration

### **Bridge Deck Rehabilitation**

- Mobilization / demobilization
- Scaffolding and enclosure
- Scarification and hydro-demolition to remove topping
- Sandblasting to roughen the exposed concrete surface



- Installation of sheet anode
- Sandblasting to expose coarse aggregate on the underside of concrete adjacent to I-Beams by others.
- Installation cathodic protection system – installation of half cells by coring and patching into the concrete at 20 locations.
- Hand application of mortar adjacent to I-Beams and installation of ribbon anodes
- Installation of rectifier to power grid
- Installation of new concrete topping
- Commissioning of the cathodic protection system
- Verification of performance
- Traffic control
- Site cleanup and restoration

#### **New Cantilevered Widened Multi-Use Pathways**

- Mobilization / demobilization
- Remove existing walkway deck
- Install temporary utility support
- Remove existing railing and walkway steel components
- Install new walkway cantilever brackets
- Re-hang existing utilities to new brackets and remove temporary utility supports
- Install new 1400 mm high railings
- Install new walkway decking and concrete topping
- Traffic control
- Site cleanup and restoration



### 3 REHABILITATION DESIGN AND STAGING CONSIDERATIONS

The objective of the rehabilitation is to extend the service life and function of Fifth Street Bridge. A parallel goal is to minimize the interruptions and inconvenience experienced by the community during the rehabilitation works. Table 3-1 presents the considerations in developing the rehabilitation design and the staging of the construction works.

**TABLE 3-1 REHABILITATION DESIGN CONSIDERATIONS**

CONSIDERATIONS	DISCUSSION
Staging of Rehabilitation Components	<ul style="list-style-type: none"> <li>• Refers to the analysis around combining different components of the work, versus doing them individually.</li> <li>• Each of the three rehabilitation components (bridge rehabilitation, deck rehabilitation, and new cantilevered walkways) could occur as separate individual projects – the construction time required would be the sum of time required by each component.</li> <li>• Total required construction time of all the rehabilitation components can be optimized (minimized) if-for example-deck rehabilitation was to occur simultaneously within the time of steel truss recoating.</li> <li>• Combining two, or all three, rehabilitation components into one construction phase may reduce costs associated with mobilization, tendering, and contract administration.</li> </ul>
Construction Sequencing	<ul style="list-style-type: none"> <li>• Refers to the order in which the different components of the work are completed.</li> <li>• The main objectives in sequencing construction are to minimize interruptions and inconvenience to the bridge users.</li> <li>• The existing walkway may be too narrow to accommodate both the scaffolding required for coating and pedestrian traffic – pedestrian traffic may need to be detoured on to the bridge deck (resulting in single lane alternating vehicle traffic (SLAT)) or to an adjacent temporary pedestrian crossing.</li> <li>• Installing the new widened multi-use pathways as the first stage of construction may allow pedestrians access along the bridge during the remainder of the rehabilitation works.</li> <li>• Consideration is being given to rehabilitating the upstream half first, while leaving the downstream side of the bridge accessible to the public. Rehabilitation then switches to the downstream side. The scaffolding design for this arrangement would be significantly more complex than other staging options.</li> </ul>

CONSIDERATIONS	DISCUSSION
Accommodation of Vehicle Traffic	<ul style="list-style-type: none"> <li>• The existing bridge vertical clearance is 4.6 m.</li> <li>• Fifth Street Bridge is a designated truck route and is required to accommodate trucks of 4.15 m height - the scaffolding required to facilitate recoating could potentially reduce vertical clearance to below 4.15 m.</li> <li>• The minimum design lane width that must be maintained during construction is 3.0 m.</li> <li>• Single-lane alternating vehicle traffic (SLAT) will likely be required during the construction period.</li> <li>• The duration of SLAT can likely be reduced if a separate temporary pedestrian bridge is constructed.</li> </ul>
Accommodation of Active Transportation	<ul style="list-style-type: none"> <li>• Pedestrian traffic can likely be accommodated on the existing (unwidened) walkways only by sequencing the rehabilitation works in an upstream/downstream side methodology.</li> <li>• Pedestrian traffic can likely be accommodated on the new widened multi-use walkways, only if the walkways are constructed prior to the rest of the rehabilitation works.</li> <li>• If recoating and deck rehabilitation were to occur prior to new widened cantilevered pathway installation, pedestrian traffic during rehabilitation would likely need to be accommodated either on the bridge deck (shared with vehicular traffic) or on a separate temporary pedestrian bridge.</li> </ul>
Cost Implications	<ul style="list-style-type: none"> <li>• Combining two, or all three, rehabilitation components into one construction phase could reduce total project costs associated with mobilization, tendering, and contract administration.</li> <li>• Construction of a temporary pedestrian (active transportation) bridge, would likely add significantly to the project costs.</li> </ul>
Schedule Implications	<ul style="list-style-type: none"> <li>• Total required construction time of all the rehabilitation components can be optimized (minimized) if deck rehabilitation is undertaken simultaneously within the time of bridge steel recoating.</li> <li>• Sequencing the rehabilitation in an upstream/downstream side methodology would require more time than rehabilitating the full bridge width at once.</li> </ul>
Environmental Considerations	<ul style="list-style-type: none"> <li>• The coating containment (bridge wrapping) protects the environment from waste and emissions caused by cleaning debris, blast cleaning materials, dirt, dust, equipment oils, solvent, acids, burning matter, paint drifts, drops, or spray and spatter.</li> <li>• The coating containment/scaffolding design for the staged upstream/downstream scheme would be more complex than that required if the bridge were to be rehabilitated full width, putting more reliance on the coating contractor, and potentially increasing environmental risks during construction. Works will be closely monitored for compliance with all guidelines and regulatory requirements.</li> </ul>

CONSIDERATIONS	DISCUSSION
Public Safety	<ul style="list-style-type: none"> <li>• Accommodating pedestrians on a separate temporary bridge would generally be the safest for all bridge users during construction.</li> <li>• Accommodating pedestrians on the bridge deck can be done safely, however would likely increase risks.</li> <li>• Traffic safety during construction will be considered and managed accordingly.</li> </ul>
Worker Safety	<ul style="list-style-type: none"> <li>• Worker safety (of the contractors) will be closely monitored for compliance with WorksafeBC Regulations.</li> </ul>
Construction Season	<ul style="list-style-type: none"> <li>• Execution of the work in the winter months would increase costs for the project due to increased fuel demand for relative humidity and temperature control within the work enclosure.</li> <li>• Rehabilitation should ideally occur in the dry season, starting in May or June after most of the snowmelt has completed and the water level in the river below has dropped.</li> </ul>

## 4 SAMPLE CROSS-SECTIONS

Figure 4.1 compares the Fifth Street Bridge before and after the rehabilitation. The proposed new walkways have increased widths from the existing 1.5 m to 3.0 m.

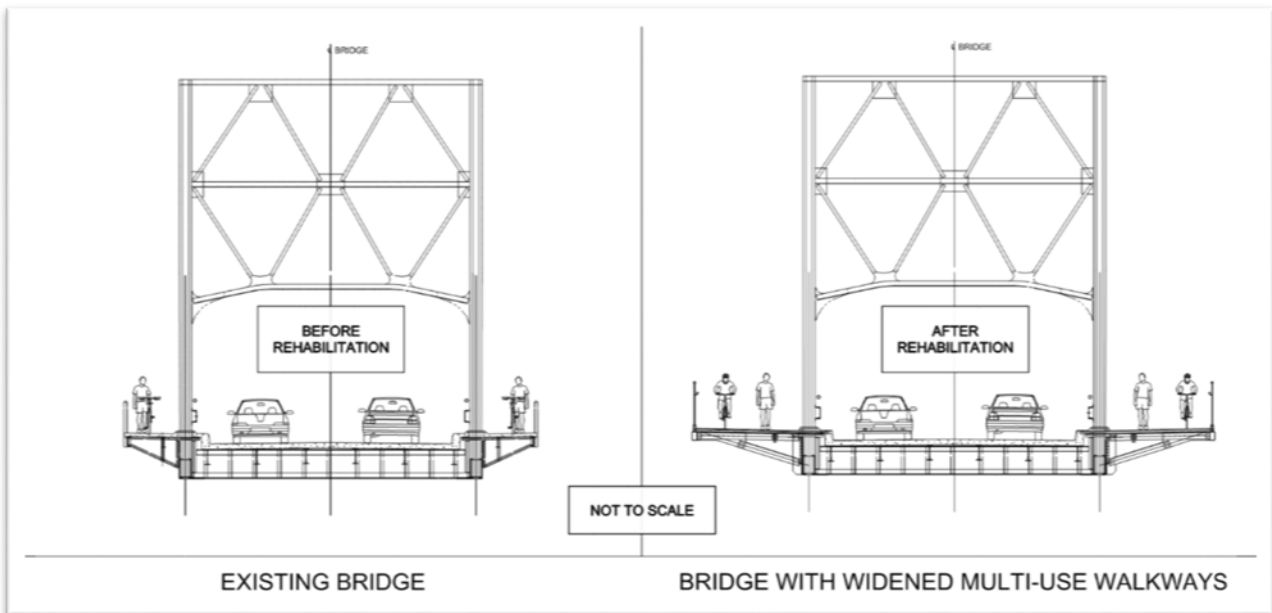
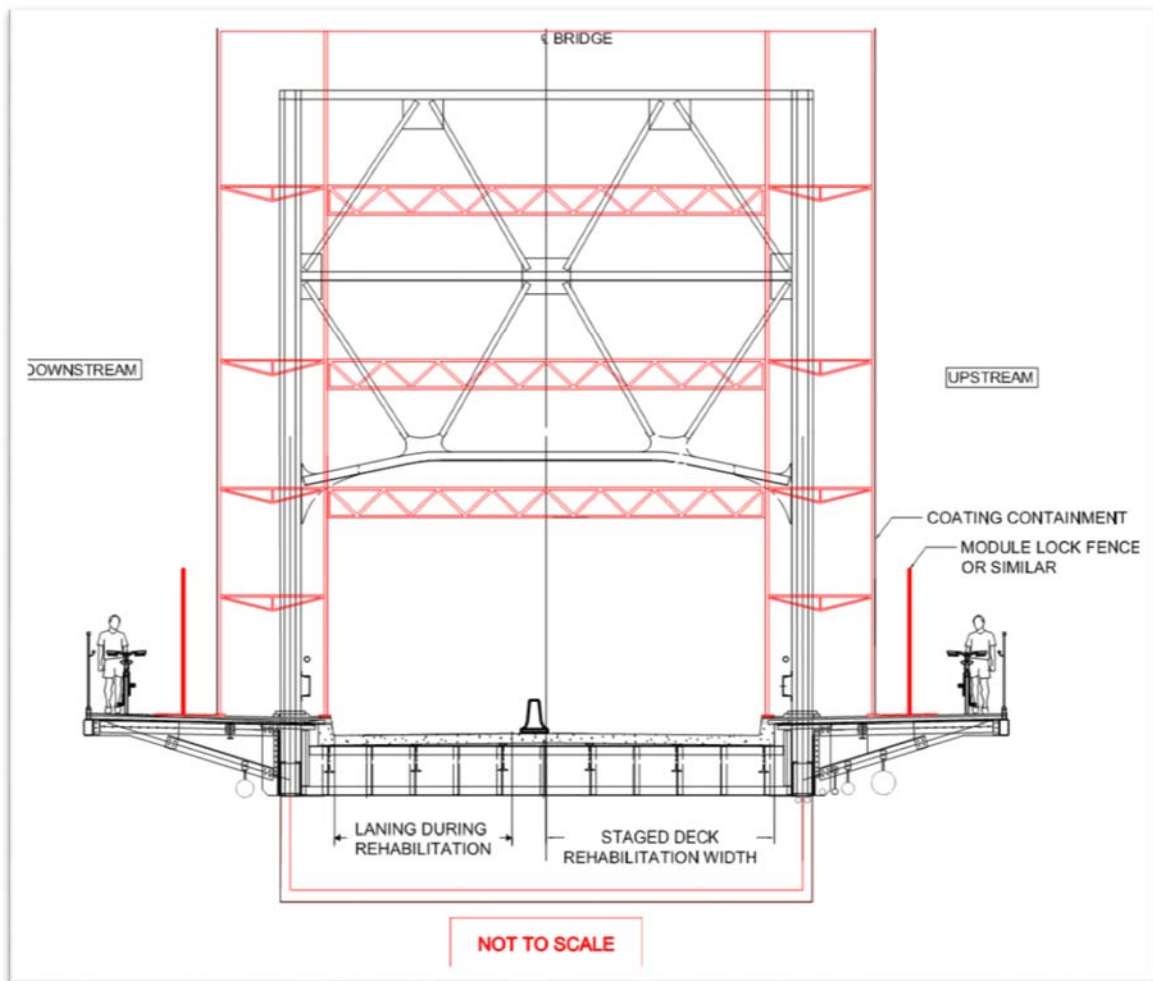


FIGURE 4.1 CROSS SECTION OF BRIDGE BEFORE (LEFT) AND AFTER (RIGHT) REHABILITATION

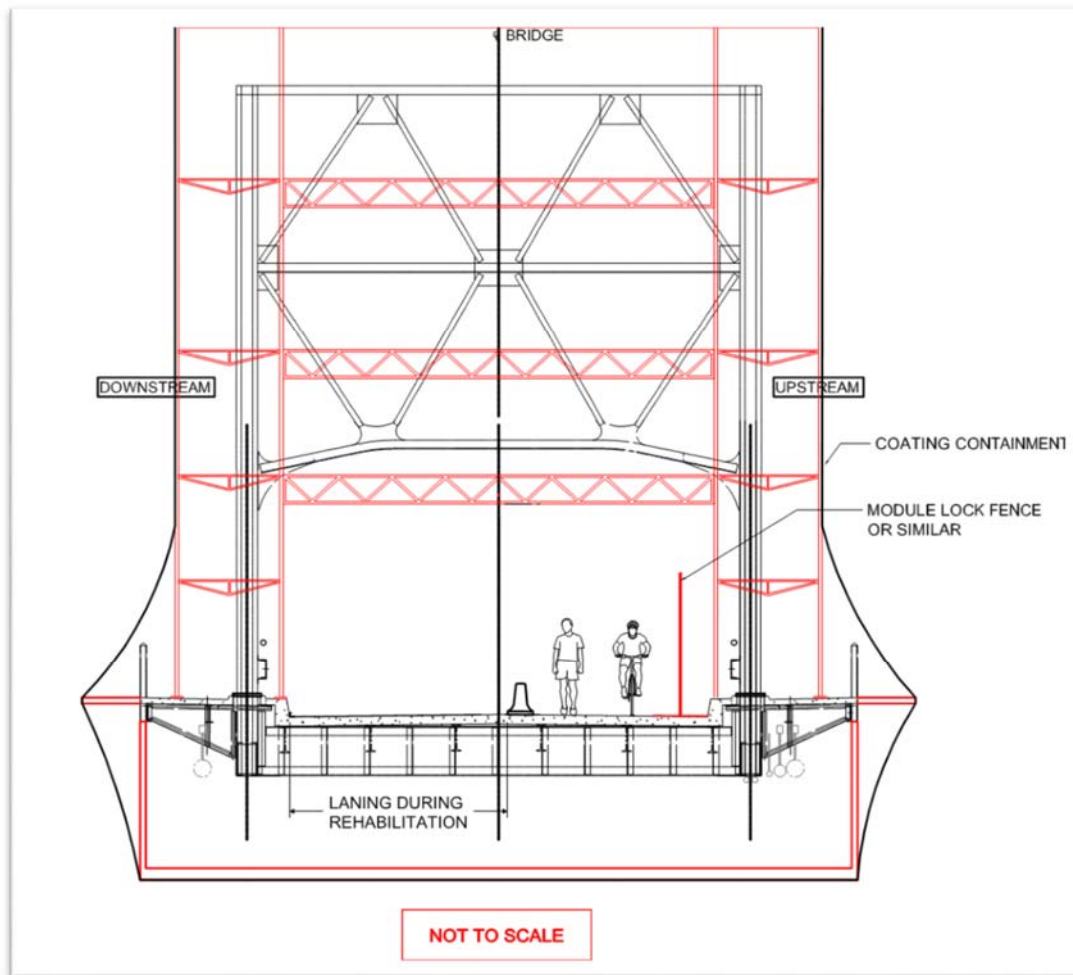


Figure 4.2 shows a sample concept schematic cross-section of the Fifth Street Bridge during rehabilitation where pedestrians (active transportation) are accommodated on the new widened cantilevered pathways. This arrangement can be achieved only if the new widened cantilevered pathways were to be installed prior to the rest of the rehabilitation works.



**FIGURE 4.2 SAMPLE BRIDGE CROSS-SECTION DURING REHABILITATION WITH PEDESTRIANS AND CYCLISTS  
ACCOMMODATED ON NEW WIDENED WALKWAYS**

Figure 4.3 shows a sample concept schematic cross-section of Fifth Street Bridge during rehabilitation, where pedestrians and cyclists are accommodated on the bridge deck, shared with single lane vehicle traffic. This arrangement would likely be required if pedestrians are not accommodated elsewhere, either on new widened cantilevered pathways, or on a separate temporary pedestrian bridge.



**FIGURE 4.3 SAMPLE CONCEPT BRIDGE CROSS-SECTION DURING REHABILITATION WITH PEDESTRIANS, CYCLISTS AND SINGLE LANE ALTERNATING VEHICLE TRAFFIC ACCOMMODATED ON DECK**

## 5 CONCLUSION

Detailed design continues to be refined and will be largely informed by the communications and public engagement plan. There are many different factors that must be considered and evaluated, before designs can be finalized.



**THE CORPORATION OF THE CITY OF COURTENAY**

**BYLAW NO. 2978**

**A bylaw to authorize the borrowing of the estimated cost of rehabilitation and constructing cantilevers on the Fifth Street Bridge.**

WHEREAS it is deemed desirable and expedient to rehabilitate and construct cantilevers on the Fifth Street Bridge.

AND WHEREAS the estimated cost of rehabilitating and constructing cantilevers on the Fifth Street Bridge including expenses incidental thereto is the sum of \$8,300,000 of which the sum of \$5,400,000 is the amount of debt intended to be borrowed by this bylaw;

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

1. The Council is hereby empowered and authorized to undertake and carry out or cause to be carried out the rehabilitation and construction of cantilevers to the Fifth Street Bridge generally in accordance with general plans on file in the municipal office and to do all things necessary in connection therewith and without limiting the generality of the foregoing:
  - a) To borrow upon the credit of the Municipality a sum not exceeding \$5,400,000.
  - b) To acquire all such real property, easements, rights-of-way, licenses, rights or authorities as may be requisite or desirable for or in connection with the rehabilitation and construction of the said cantilevers to the Fifth Street Bridge.
2. The maximum term for which debentures may be issued to secure the debt created by this bylaw is twenty years.
3. This bylaw may be cited as **“Fifth Street Bridge Rehabilitation and Cantilever Loan Authorization Bylaw No. 2978”**.

Read a first time this                      day of                      , 20   .

Read a second time this                      day of                      , 20   .

Read a third time this                      day of                      , 20   .

Received the approval of the Inspector of Municipalities this                      day of                      , 20   .

Received the approval of the electors of City of Courtenay on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Reconsidered and finally passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Corporate Officer

Certified a true copy of Bylaw No. 2978

as at third reading.

\_\_\_\_\_  
Corporate Officer

Certified a true copy of Bylaw No. 2978

as adopted.

\_\_\_\_\_  
Corporate Officer





## CORRESPONDENCE Green Communities Climate Action Recognition Program

**From:** Planning & Land Use Management MAH:EX [<mailto:PLUM@gov.bc.ca>]  
**Sent:** Friday, August 30, 2019 12:02 PM  
**Subject:** Green Communities Climate Action Recognition Program  
Electronic Logo File Level 3 Accelerating Progress

Dear Chief Administrative Officer:

As a signatory to the Climate Action Charter (Charter), your local government has demonstrated its commitment to work with the Province and the Union of BC Municipalities (UBCM) to take action on climate change and to reduce greenhouse gas emissions in your corporate operations and the broader community.

As you may already be aware, the joint Provincial-UBCM Green Communities Committee (GCC) has established the multi-level [Climate Action Recognition Program](#) as a way of acknowledging the progress and efforts being taken by local government leaders as they work to achieve their climate goals.

As a Charter signatory who has achieved Level 1 and Level 2 recognition, and demonstrated significant climate action (corporately or community-wide) to reduce GHG emissions for the 2018 reporting year, you have been awarded Level 3 recognition - 'Accelerating Progress on Charter Commitments'.

A formal letter of recognition has been sent to your Council/Board acknowledging this accomplishment. The GCC is also very pleased to provide you with 'green community' branding for use on official websites and letter heads. An electronic file with this logo is attached to this email.

If you have any questions about the use of the file or about your Charter commitments more generally, please contact Molly Johnson, A/Manager, Planning and Land Use by email at: [Molly.Johnson@gov.bc.ca](mailto:Molly.Johnson@gov.bc.ca) or by telephone at: 778 698-1430.

On behalf of the GCC, I would like to extend our congratulations to your local government for its efforts to reduce greenhouse gas emissions over the 2018 reporting year and to wish your community continued success in its ongoing progress.

*Jessica Brooks,*  
Executive Director  
Planning and Land Use Management  
Ministry of Municipal Affairs and Housing  
Phone: 778-698-3483  
<mailto:jessica.brooks@gov.bc.ca>

CLIMATE LEADER



**BC CLIMATE ACTION  
COMMUNITY 2018**

To: City of Courtenay Mayor and Council  
Mayor Bob Wells  
Councillor Will Cole-Hamilton  
Councillor David Frisch  
Councillor Doug Hillian  
Councillor Melanie McCollum  
Councillor Wendy Morin  
Councillor Manno Theos  
CAO David Allen



July 10, 2019

To Mayor and Council:

As a follow up to the Courtenay and District Museum's March 25, 2019 letter to the City of Courtenay regarding use of the Pouss Property directly west of the museum, the Board and staff have acted upon the following Council resolution from April 1, 2019:

*5.00 EXTERNAL REPORTS AND CORRESPONDENCE FOR INFORMATION .01 COURTENAY AND DISTRICT MUSEUM & PALAEOLOGY CENTRE BOARD - MUSEUM EXPANSION The correspondence dated March 25th, 2019 from the Courtenay and District Museum & Palaeontology Centre Board seeking Council's support for the expansion of the existing historic museum building, was received for information. Moved by Frisch and seconded by McCollum that Council direct staff to continue discussions with the Courtenay and District Museum Board and investigate potential opportunities for Council to work with the Board to explore development options related to the museum's expansion goals and Council initiatives. Carried*

From this resolution, the board met with city staff in constructive strategic sessions which identified needs, challenges and strengths. The major outcome from these discussions is that having a clear agreement between the City of Courtenay and the museum regarding the Pouss Property is the starting point in all efforts for planning and approaching funders. At the May 29, 2019 board meeting, directors' made the following motion:

*That the Executive Director, on behalf of the Board, send a letter to the City of Courtenay Mayor and Council to request confirmation of the intended use of the Pouss Property for museum expansion and to request timely discussion with city staff regarding an agreement for the property that would be suitable for both parties and for potential funders. Carried*

In response to this board resolution, we ask Council to make a resolution identifying the intent to use the Pouss property for museum expansion. With this resolution we can dedicate financial and human resources to the investigation of possibilities.

If you require further background on the society's role in community arts, culture and heritage advancement, I have provided information to the city staff team regarding this. The board and staff extend appreciation for the City of Courtenay's ongoing support and for your consideration of this request.

Sincerely,

Deborah Griffiths M.A.  
Executive Director

C.C.     John Wilson: President Courtenay and District Museum  
           David Allen: Chief Administrative Officer  
           Joy Chan: Manager of Business Administration Recreation and Cultural Services  
           Dave Snider: Director of Recreation & Cultural Services

File: 8020-01

August 30, 2019

Sent via email only: jward@courtenay.ca

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

Dear Mayor and Council:

**Re: Low Income Regional Recreation All Access Pass Program**

Recreation is very important to the residents of the Comox Valley. In the same way that we benefit from amazing natural recreation, we are also served by exemplary local government recreation services.

In response to the recently adopted Comox Valley Sports Centre Commission Strategic Plan - Goal 4 - Accessibility to Recreational Services, we are currently focussed on ensuring lower income families have affordable and convenient access to the wide variety of recreation programs and activities that we collectively offer. Achieving this requires cooperation between all our respective organizations to develop an all access pass program that reduces the administrative barriers for our residents.

In this regard, at the July 16, 2019 meeting, the Sports Commission passed the following resolution:

*“THAT staff be directed to work with the Comox Valley Regional District’s member municipalities to develop options for a low income regional recreation all access pass in the Comox Valley.”*

To advance this initiative, I am respectfully requesting that your Council support this work by directing your staff to collaborate with the Comox Valley Regional District and other local municipalities to develop a Low Income Regional Recreation All Access Pass Program.

Respectfully,

***J. Ketler***

Jesse Ketler  
Chair  
Comox Valley Sports Centre Commission

cc: David Allen , Chief Administrative Officer, City of Courtenay  
Chair Bob Wells, Comox Valley Regional District





September 5, 2019

Dear Mayor and Council,

**Re: Observation of the UN International Day of Older Persons -October 1st**

Established in 1950, the Council of Senior Citizens' Organizations (COSCO) of BC is an umbrella, volunteer run organization made up of many seniors' organizations and individual associate members. Registered under the Societies Act since 1981, COSCO has grown and now represents approximately 80,000 seniors in BC.

Our mandate is to promote the well-being of seniors and their families, advocating for policies that allow seniors to remain active, independent, and fully engaged in the life of our province. The organization is non-partisan, but politically active, advocating for seniors' needs no matter who is in power. Our motto is "Plan with seniors not for them".

COSCO invites you, the civic leaders to help celebrate the

**UN International Day of Older Persons (IDOP) 2019**

**Theme: "The Journey to Age Equality"**

The 2019 theme is aligned with the UN's Sustainable Developmental Goal (SDG) 10 and will focus on pathways of coping with existing and preventing future old age inequality through measures to eliminate discrimination, and to "empower and promote the social, economic and political inclusion of all, irrespective of age, sex, disability, race, ethnicity, origin, religion, or economic or other status". "Between 2015 and 2030, the number of people aged 60 and over is expected to increase from 901 million to 1.4 billion- In this regard, trends of aging and economic inequality interact across generations and rapid population aging, demographic and societal or structural changes alone can exacerbate older age inequalities, thereby limiting economic growth and social cohesion."

The sub themes will focus on (i) the care sector- as a contributor of decent work (ii) life-long learning and proactive and adaptive labour policies (iii) universal health coverage and (iv) social protective measures." (UN IDOP -Homepage <<https://www.un.org/development/desa/aging/international-day-of-older-persons-homepage.html>>)

Two ways that we ask you to consider to celebrate the IDOP are:

- 1) Publicly proclaim/declare your support of the IDOP 2019
- 2) Prominently display the UN IDOP flag for October 1st 2019

We are pleased that last year, for the first time, the Province of British Columbia pro-

claimed that October 1st 2018 would be known as “International Day of Older Persons” (See attachment.). They have been asked by COSCO to do so again this year. We would like the BC city, township and district councils to follow suit. For those councils that are able, declarations are preferred over proclamations as they are ongoing. Please let us know if your council has already made a declaration in the past and if you will be making either an IDOP proclamation or declaration for IDOP 2019.

The UN IDOP flag can be purchased through the Seniors’ Voice website <<https://seniorsvoice.org>> for a cost of \$85 and then can be displayed annually for October 1st. Again, please let us know if you already have a flag that you will be flying this year or if you plan to buy and display a flag this year and in subsequent years.

Seniors’ Voice also has an event page on its website that it is encouraging organizations and people to use to post events held across Canada to celebrate IDOP 2019.

If there is any question about this request, please contact Agnes Jackman at cell# 604-376-5188; 821 20th Street, New Westminster, BC, V3M 4W7; or [agnes.jackman@gmail.com](mailto:agnes.jackman@gmail.com).

Thank you for your consideration.

Yours truly,

Agnes Jackman, Board Member, COSCO, for

Gudrun Langolf, President, COSCO  
604-266-7199  
[pres@coscobc.org](mailto:pres@coscobc.org)





Canada  
Province of British Columbia  
A Proclamation

ELIZABETH THE SECOND, by the Grace of God, of the United Kingdom,  
Canada and Her other Realms and Territories, Queen, Head of the  
Commonwealth, Defender of the Faith

**To all to whom these presents shall come – Greeting**

WHEREAS the United Nations International Day of Older Persons celebrates the importance of the 70<sup>th</sup> anniversary of the Universal Declaration of Human Rights, and reaffirms the commitment to promoting the full and equal enjoyment of all human rights and fundamental freedoms by older persons, and

WHEREAS the 2018 theme of the International Day of Older Persons is “Celebrating Older Human Rights Champions”, and

WHEREAS older human rights champions today were born around the time of the adoption of the Universal Declaration of Human Rights in 1948, and

WHEREAS growing older does not diminish a person’s inherent dignity and fundamental rights, and

WHEREAS more than 40 years after the adoption of the Universal Declaration of Human Rights, issues of human rights for older persons were taken up in 1991 in the formulation of the United Nations Principles for Older Persons, which provided guidance in the areas of independence, participation, care, self-fulfillment and dignity, and

WHEREAS in 2002, governments for the first time agreed to link questions of ageing to other frameworks for social and economic development and human rights, and

WHEREAS the interdependence between older persons’ social integration and the full enjoyment of their human rights cannot be ignored, as the degree to which older persons are socially integrated will directly affect their dignity and quality of life;

NOW KNOW YE THAT, We do by these presents proclaim and declare that October 1, 2018 shall be known as


**“International Day of Older Persons”**


in the Province of British Columbia.

IN TESTIMONY WHEREOF, We have caused these Our Letters to be made Patent and the Great Seal of Our Province of British Columbia to be hereunto affixed.

WITNESS, The Honourable Janet Austin, Lieutenant Governor of Our Province of British Columbia, in Our City of Victoria, in Our Province, this thirteenth day of August, two thousand eighteen and in the sixty-seventh year of Our Reign.

BY COMMAND.

  
\_\_\_\_\_  
Attorney General  
(counter signature for the Great Seal)

  
\_\_\_\_\_  
Lieutenant Governor



**International Day  
of  
Older  
Persons**





## Reaching Home Designated Community Expansion Letter of Support Request Information

### **Background**

In the Spring of 2019, the Comox Valley Coalition to End Homelessness submitted a concept proposal for the federal [Reaching Home Designated Community Expansion](#). We were successful in the first phase and have been invited to submit a full application, due September 20<sup>th</sup>, 2019.

Reaching Home is a community-based program aimed at preventing and reducing homelessness. It will provide direct funding to Designated Communities as well as to Indigenous and rural and remote communities across Canada to support their efforts in addressing local needs and develop local solutions to homelessness.

Reaching Home is designed to support the goals of the National Housing Strategy, in particular, to support the most vulnerable Canadians in maintaining safe, stable and affordable housing and to reduce chronic homelessness nationally by 50% by fiscal year 2027 to 2028.

The application process aims to expand the Designated Communities stream by up to 4 to 6 communities. The overall funding available for new Designated Communities will gradually ramp up, starting with a total of \$1 million in fiscal year 2019 to 2020, approximately \$1.9 million in fiscal year 2020 to 2021, and reaching a total of \$3 million in fiscal year 2021 to 2022. The community-level allocations will be determined after the final selection of communities.

### **Program Objectives**

If selected as Designated Community, for the duration of April 1st, 2020 to March 31st, 2024, the CVRD would act as the “Community Entity” responsible for administering Reaching Home Designated Communities funding. The Coalition will be responsible for making recommendations on projects and programs that respond to the needs of those experiencing homelessness or at imminent risk of homelessness. Reaching Home funds will be used to support projects based on the identified needs, eligible under the Program terms and conditions, related policies and directives (including a Coordinated Access system). The system will operate in a similar way as our current relationship between the Coalition and CVRD for Homelessness Supports Service Fund does. Funding can be used for programs or building housing.

**Under Reaching Home, all Designated Communities are expected to reduce and prevent homelessness by working towards achieving the following mandatory community-level outcomes:**

- **Chronic homelessness in the community is reduced;**
- **Homelessness in the community is reduced overall and for specific populations;**
  - **Communities choose as many populations as needed, but must include Indigenous homelessness.**
  - **New inflows into homelessness are reduced**
  - **Returns to homelessness are reduced**

## **Letters of Support**

The Coalition is inviting you to write a letter of support for CVRD to administer the Reaching Home Designated Community fund and for the Coalition to act as Community Advisory Board.

The letter might outline some of the following;

- A description of your partnership and collaboration with the Coalition and/or CVRD
- A description from your organization's perspective of the needs of the homeless and at-risk population in the Comox Valley and how Reaching Home funding could help address them
- Endorsement of the Coalition's capacity/history to collaboratively plan, develop, and implement responses to those experiencing homelessness, or who are at-risk of homelessness
  - *Examples include*
    - 5 Year Plan to End Homelessness <http://www.cvhousing.ca/the-5-year-plan/>
    - Connect Drop-In,
    - Advocacy for supportive, transitional, second stage etc housing (BC Housing, municipal governments etc)
    - creation of the Homelessness Response Team
    - partnering with CVRD to support the construction of affordable housing through the Homelessness Supports Service Fund,
    - advocacy, any public awareness or Community Engagement etc
- Anything else you wish to add to help us build the case on why the Comox Valley needs Reaching Home funding!

**We kindly request that all Letters of Support are addressed to:**

Comox Valley Regional District  
600 Comox Road, Courtenay, BC V9N 3P6  
attn: Alana Mullaly, Senior Manager of Sustainability and RGS Planning

**and CCed to:**

Comox Valley Coalition to End Homelessness attn: Andrea Cupelli

Please email your letter to [comoxvalleyhousing@gmail.com](mailto:comoxvalleyhousing@gmail.com) no later than **Wednesday, September 18<sup>th</sup> 2019.**

**If you have any questions about the Reaching Home program or need any assistance with your letter, please do not hesitate to reach out.**

Thank you for your support,

Andrea Cupelli - Coordinator for the Comox Valley Coalition to End Homelessness



File: 0400-60 Courtenay

September 11, 2019

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

Wendy Sorichta, Manager of Legislative and Corporate Administrative Services  
City of Courtenay  
830 Cliffe Avenue  
Courtenay, B.C.  
V9N 2J7

Dear Wendy:

**Re: City of Courtenay Resolution for a Regional Accessibility Strategy**

Thank you for your letter, dated August 28, 2019 regarding Courtenay Council's resolution directing staff to work with the Comox Valley Regional District (CVRD) to develop a regional accessibility strategy.

As a member of the Comox Valley Accessibility Committee, CVRD staff are engaged in the regular business of the committee and share the view that an accessibility strategy could assist in creating a more inclusive, safe and barrier free community for both residents and visitors. With these interests in mind CVRD staff are looking to provide a report to the Board that, amongst others, considers:

- the existing legislation, guidance and influences for local municipalities and the CVRD concerning accessibility;
- the coordination and consistent application of physical accessibility standards, practices and guidelines across all Comox Valley local governments;
- the development of an overarching regional strategy and vision pertaining to accessibility; and
- administrative and other supports for the work of Comox Valley Accessibility Committee.

Given the scope and multiple jurisdictions involved this work will take time but we look forward to collaborating with your staff in due course. If you have any questions regarding this matter, please feel free to contact me at 250-334-6029 or by e-mail at [jmartens@comoxvalleyrd.ca](mailto:jmartens@comoxvalleyrd.ca).

Sincerely,

***J. Martens***

Jake Martens  
Manager of Legislative Services

cc. Russell Dyson, Chief Administrative Officer  
Scott Smith, General Manager of Planning and Development Services  
Michael Zbarsky, Manager of Transit and Facilities  
Comox Valley Accessibility Committee



Dear Mayors, Councillors and Regional District Board Members,

September 3, 2019

**Re: Joint Local Government Submission regarding Provincial Plastics Action Plan**

Municipalities and Regional Districts are often at the forefront of environmental issues that affect our citizens and local environments. As local governments who are taking steps to reduce single-use items in our communities, we write to you asking you to join us in a response to the Ministry of Environment and Climate Change Strategy's call for submissions regarding proposed amendments to the *Recycling Regulation* of the *Environmental Management Act* to address plastic waste. In this way, it is our hope that the voices of local governments will be stronger together.

In reviewing the "[Plastics Action Plan Policy Consultation Paper](#)", the following five topic areas were determined as matters requiring specific feedback from the local government sector, and they form the basis of our joint letter:

1. Prioritization of Reduction and Reuse over Recycling and Disposal
2. Clarification of Local Government Authority
3. A "Stepped" Or Phased Approach to Regulation
4. Improvement of Extended Producer Responsibility (EPR) Programs
5. Adequate Consultation (including with other Ministries)

To be clear, there is no reason why your organization cannot submit its own specific feedback to the proposals laid out in the Consultation Paper in addition to this joint submission. However, if you are in alignment with the five broad themes as outlined above, we encourage you to consider passing the following resolution at your next meeting:

"THAT the [insert jurisdiction] Council/Board supports and wishes to join the submission from the Districts of Squamish and Tofino in response to the Ministry of Environment and Climate Change Strategy's proposed amendments to the *Recycling Regulation* of the *Environmental Management Act*."

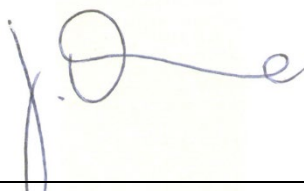
In order to jointly submit our feedback by the deadline of 4PM on September 30th, 2019, we ask that your staff please contact Elyse Goatcher-Bergmann, Manager of Corporate Services for the District of Tofino, at [egoatcher-bergmann@tofino.ca](mailto:egoatcher-bergmann@tofino.ca) by **noon on Wednesday, September 25<sup>th</sup>, 2019** in order to add your local government's name to the letter.

We understand the tight timeline for consideration of this submission, and thank you and your staff for your attention in advance. We look forward to working together on this and other important matters in the future.

Sincerely,



Karen Elliott  
Mayor of Squamish



Josie Osborne  
Mayor of Tofino





Ministry of Environment and Climate Change Strategy  
Recycling Regulation Amendments  
PO Box 9341 Stn Prov Govt  
Victoria, BC V8W 9M1

Dear Minister Heyman,

September 3, 2019

### **Joint Local Government Response to Provincial Plastics Action Plan**

As local governments who have taken steps to reduce single-use items in our communities, we write together in response to the Ministry of Environment & Climate Change Strategy's (the Ministry) call for submissions regarding proposed amendments to the *Recycling Regulation* of the *Environmental Management Act* to address plastic waste.

In reviewing the "Plastics Action Plan Policy Consultation Paper" (Consultation Paper), the following five topic areas were collectively determined as matters requiring specific feedback from the local government sector. In addition to this letter, local governments may also be submitting individual feedback relevant to their communities. We thank you for your time and consideration, and we look forward to continuing the conversation on these important matters.

#### **1. FOCUS ON REDUCTION AND REUSE**

The pollution prevention hierarchy emphasizes reduction and reuse over recycling and disposal. These priorities are also apparent in the Ministry's Consultation Paper, which discusses reducing plastic consumption through the use of Extended Producer Responsibility (EPR) programs and bans on single-use items. However, local governments feel that these programs can only be considered successful if any unintended shift to excessive consumption of damaging single use alternatives is avoided. To avoid this shift, we recommend that EPR policies be accompanied by incentives to encourage the use of sustainable, reusable options.

In addition, the Consultation Paper frames reuse in terms of recyclability, "ensuring recycled plastic is re-used effectively" through standards on recycled content. We agree that this approach can help reduce emissions and support EPR programs, but there is also an opportunity to consider reuse in terms of behaviour. We urge the Ministry to adopt a policy which supports and enables practices of reuse outside of recycling, with the ultimate goal being reduction of single-use items. This includes encouraging refillable containers (e.g. growlers, wine bottles, soap bottles, etc.), allowing patrons to bring their own container (e.g. takeout food, restaurant leftovers, bulk food shopping, etc.), enabling the right to repair (e.g. repair

cafes, requirements for the provision of spare parts and services, online publication of manuals, etc.), and promoting zero waste shopping (e.g. zero waste stores, farmers' markets, etc.). This added focus on reduction and reuse will help move the Plastics Action Plan forward in accordance with pollution prevention best practices.

## **2. CLARIFY LOCAL GOVERNMENT AUTHORITY**

We appreciate that the Ministry has acknowledged the actions being taken by local governments to address the local impacts of single-use items in BC communities. Indeed, more than 23 communities in B.C. have been actively developing bans, fees and levies, to address single-use items. However, as noted in the Consultation Paper, the B.C. Court of Appeal ruling regarding the City of Vitoria's business licence regulation bylaw is of major concern to local governments as its implications for municipal authority to adopt bylaws under sections 8 and 9 of the *Community Charter* are potentially significant.

Until the Court of Appeal decision was issued, it has been the view of many municipalities that the nature of concurrent powers expressly described by statute in sections 8 and 9 of the *Community Charter* allowed for the regulation of unsustainable business practices. To be certain, there are numerous examples of municipal business regulations which already include one or more provisions intended to protect the environment, including imposing requirements or prohibitions on the pollution of waterways, drains and sewers.

As the Province reviews the Court of Appeal's decision, we urge the Minister to consult with the Ministry of Municipal Affairs and Housing to provide clarity on the limits and intent of the general concurrent authorities shared by local governments and the Province in relation to the protection of the natural environment, and specifically as it applies to single use items. Moreover, we request that a clear, timely and uniform process be developed for local governments who choose to act on those matters which fall under section 9(1) [*spheres of concurrent authority*] of the *Community Charter*.

## **3. A "STEPPED" OR PHASED APPROACH**

As each local government faces unique challenges with respect to recycling and solid waste management, a one-size-fits-all provincial regulation may not meet the needs or expectations of all communities. To this end, we recommend the Minister regulate single-use plastics through a "stepped" or "phased" approach akin to the *BC Energy Step Code Regulation*. A phased approach would allow local governments to move at a pace appropriate for their communities, while also providing industry with a set of consistent targets for waste reduction and recycling across British Columbia. This flexibility is particularly important for smaller rural communities while also enabling faster action to be taken by those local governments who are ready for more ambitious, multifaceted approaches to regulating waste and single-use items. In this way, communities can adopt these regulations gradually or more quickly depending on their ability and resources. Moreover, a consistent incremental framework that raises standards would ensure that, as the recycling and packaging industries innovate, we are able to avoid the current patchwork of disparate standards in each community.

The *BC Energy Step Code* is an excellent example of collaboration between the Province, local governments, industry, and other stakeholders. We encourage the Ministry to consider a similar approach to the regulation of single-use items to encourage innovation while respecting the capacity of all municipalities.



#### **4. IMPROVING EXTENDED PRODUCER RESPONSIBILITY (EPR)**

BC is a leader in implementing EPR programs and moving ahead on its commitments to the Canadian Council of Ministers of Environment Canada-wide Action Plan on EPR. As the Ministry now has experience with these programs, it is important to foster continuous improvement, address problems that have arisen and push for programs to meet their full potential.

EPR programs are designed so that producers pay for their products' end of life management, but also so that products and packaging become better designed. The *Recycling Regulation* and the work of the Ministry have focused on collection for recycling or responsible handling, however few programs are achieving success in redesign, reduction or reuse. There needs to be a focus higher up the hierarchy, which would hold the business sector accountable. This could include exploring ways to redesign products, reduce the amount of packaging, or change the materials used. There are different ways to achieve this, including mandating differential fees based on environmental-impact or waste-creation (rather than fees set by operational costs only), implementing financial penalties for non-compliance, or requiring targets for reduction or redesign.

Another area for expansion within the EPR framework is the inclusion of industrial, commercial and institutional (ICI) materials. The main driver for participation by businesses in diversion is the cost of participation relative to disposal. As changes in global markets drive down the revenue potential of these diverted materials, and with high costs of hauling to recycling markets, the segregation and recycling of materials (e.g. plastic containers, plastic film and expanded polystyrene) are challenging to justify for many businesses. Thus, the segregated collection and diversion of materials from the ICI sector is cost prohibitive to the businesses, and in many cases is substantially subsidized by local governments and taxpayers. Inclusion of ICI materials (with a focus on packaging) into the *Recycling Regulation* would create efficiencies within the transportation network from remote communities and prevent landfilling of recyclables by the ICI sector. In this way, the expansion of regulated products captured by the *Recycling Regulation* is supported, including packaging-like products, mattresses, single-use household pressurized cylinders, and new and used gypsum drywall.

EPR programs also need to be structured to ensure that they are accountable and cover the full costs related to the product disposal. Often, many of the costs associated with the collection of EPR products are not covered by the stewardship programs, which results in fees or taxpayer subsidization of the collection, transportation, and responsible disposal of the materials (e.g. tires). In addition, local governments are subsidizing the collection and management of material that escapes the stewardship collection program (through streetscapes, litter collection, illegal dumping, etc.). On a final note, EPR programs should enhance accountability and transparency. This includes local government and public representation on boards, open access to information given to boards and to their decisions, and the inclusion of financial and material management information for all programs. These changes to EPR programs would greatly enhance their effectiveness in the reduction of plastic waste.

#### **5. ENSURING INTERNAL AND EXTERNAL CONSULTATION**

Finally, it is unclear from the Consultation Paper how and when other Ministries and impacted stakeholders will be specifically consulted. When policy tools are evaluated, it is important to consider all impacts and to ensure that viable alternatives are available. To this end, we recommend that the Ministry of Health be specifically consulted regarding potential regulatory changes to allow restaurants to fill take-out orders in reusable containers brought in by customers. This measure is integral to the implementation

of bans on single-use containers and packaging, as the City of Vancouver found that nearly 50% of all garbage collected from public waste bins consists of take-out containers and disposable cups. Compostable and recyclable packaging materials often get mixed up when discarded, contaminating both streams and making them impossible to process.

In the development of exemptions, we support evidence-based policies that have been shown to be effective at reducing waste. Moreover, disability advocates, care facilities, local governments, and other provincial agencies (such as the Ministry of Social Development and Poverty) should be specifically consulted in the development of exemptions as a means to highlight and ensure accessibility.

## CONCLUSION

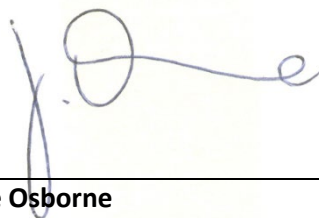
We appreciate the opportunity to provide comment and strongly encourage the Ministry to continue to consult with local governments in the upcoming regulatory process. In this letter, we have highlighted the need for a focus on reduction and reuse, clarification of local government authority, and further internal and external consultation. We have also made suggestions for the improvement of EPR programs and a community-led approach akin to the existing *BC Energy Step Code* adoption model. We hope that these concerns are taken into consideration and we look forward to further engagement with the Ministry.

Sincerely,



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**Karen Elliott**  
**Mayor of Squamish**



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**Josie Osborne**  
**Mayor of Tofino**

*Additional signatories to be included upon final submission*

# THE CORPORATION OF THE CITY OF COURTENAY

# BYLAW NO. 2980

## 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. 2980, 2019”**.
2. That “Zoning Bylaw No. 2500, 2007” be hereby amended as follows:
  - (a) Amending Division 8 Classification of Zones - Section 8.18.1 by deleting the following:  
“notwithstanding any provision of this bylaw, a storefront cannabis retailer is a permitted use on Lots 1 and 2 both of Block 3, Section 61, Comox District, Plan 2068 (605/625 Cliffe Avenue)”.

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

Read a first time this \_\_\_\_\_ day of \_\_\_\_\_, 2019

Read a second time this \_\_\_\_\_ day of \_\_\_\_\_, 2019

Considered at a Public Hearing this                      day of                      , 2019

Read a third time this \_\_\_\_\_ day of \_\_\_\_\_, 2019

Finally passed and adopted this                      day of                      , 2019

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. 2979

#### **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. 2979, 2019”**.
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 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 Services.
4. A sum of \$398,538.44 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 - \$4,082.36 (water facilities development cost charge reserve fund)
  - b) DCC Water Project W-5 - \$17,949.87 (water facilities development cost charge reserve fund)
  - c) DCC Water Project W-4 - \$214,629.18 (water facilities development cost charge reserve fund)
  - d) DCC Roads Project R9707 - \$5,752.79 (road facilities development cost charge reserve fund)

- e) DCC Roads Project R-14 - \$153,064.68 (road facilities development cost charge reserve fund)
- f) Arden South Trunk Sewer - \$3,059.56 (sanitary sewer facilities development cost charge reserve fund)

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

Read a first time this	day of	2019
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Read a second time this	day of	2019
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Read a third time this	day of	2019
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Finally passed and adopted this	day of	2019
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Mayor

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Corporate Officer



## Schedule “A” – DCC Front-End Agreements

### DEVELOPMENT COST CHARGE FRONT-END AGREEMENT

**THIS AGREEMENT** dated for reference the \_\_\_\_ day of October, 2019 is

BETWEEN:

**Arden Road Developments Ltd**  
P.O. Box 70  
Lazo, BC VOR 2K0

(“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, 2019;
- (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

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 DCC Construction Works, 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 October, 2019 )  
 )  
**CITY OF COURTENAY** by its )  
 authorized signatories: )  
 )  
 )  
 \_\_\_\_\_ )  
 Mayor: )  
 )  
 )  
 )  
 \_\_\_\_\_ )  
 Corporate Officer: )

Dated this \_\_\_\_ day of October, 2019 )  
 )  
**Arden Road Developments Ltd.** )  
 by its authorized signatories: )  
 )  
 )  
 \_\_\_\_\_ )  
 Name: )  
 )  
 )  
 )  
 \_\_\_\_\_ )  
 Name: )

**SCHEDULE A**  
**DCC CONSTRUCTION WORKS**

<b>DCC PROJECT</b>	<b>SCOPE</b>	<b>COST ESTIMATE</b>	<b>DCC RECOVERABLE</b>
<b>ARDEN SOUTH TRUNK</b>	<b>ARDEN ROAD FROM END OF EXISTING SANITARY MAIN FROM MANHOLE 2-703 TO 42.3 METERS DOWNSTREAM OF MANHOLE SMH 2-704 (168.73 METERS)</b>	<b>\$158,021.23</b>	<b>\$24,676.70</b>  <b>THE PARTIES AGREE \$21,617.14 HAS PREVIOUSLY BEEN RECOVERED</b>
<b>W9703</b>	<b>ARDEN ROAD FROM BROOKFIELD DRIVE TO 28 METERS SOUTH OF HYDRANT C3185(174.8 METERS)</b>	<b>\$152,677.33</b>	<b>\$22,888.50</b>  <b>THE PARTIES AGREE \$18,806.14 HAS PREVIOUSLY BEEN RECOVERED</b>

{00498250; 1 }

DEVELOPMENT COST CHARGE FRONT-END AGREEMENT

THIS AGREEMENT dated for reference the \_\_\_\_ day of October, 2019 is

BETWEEN:

**Cameron Contracting Ltd**  
2-640 Anderton Rd.  
Comox, BC V9M 2J3  
("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 water main and road upgrades, which are DCC designated projects and which will add water and road 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 and road works, 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 road works that are 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, 2019;
- (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 B, District Lot 230, Comox District, Plan EPP13210
- (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.

### **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 and Roads 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**

{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 Water Main, 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 \_\_\_\_\_, 2019 )

**CITY OF COURTENAY** by its )  
authorized signatories: )

\_\_\_\_\_)  
Mayor: )

\_\_\_\_\_)  
Corporate Officer: )

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019 )

**Cameron Contracting Ltd.** by its authorized signatories: )

\_\_\_\_\_)  
Name: )

\_\_\_\_\_)  
Name: )

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**SCHEDULE A**  
**DCC CONSTRUCTION WORKS**

<b>DCC PROJECT</b>	<b>SCOPE</b>	<b>COST ESTIMATE*</b>	<b>DCC RECOVERABLE</b>
<b>WC-5</b>	<b>20<sup>TH</sup> STREET WATERMAIN ALONG DEVELOPMENT FRONTAGE</b>	<b>\$17,949.87</b>	<b>\$17,949.87</b>
<b>WC-4</b>	<b>CUMBERLAND ROAD WATERMAIN ALONG DEVELOPMENT FRONTAGE</b>	<b>\$70,615.64</b>	<b>\$0.00 (ALL AVAILABLE CREDITS USED ON WC-5)</b>
<b>R-14</b>	<b>20<sup>TH</sup> STREET ROAD IMPROVEMENTS ALONG DEVELOPMENT FRONTAGE</b>	<b>\$126,424.34</b>	<b>\$85,953.89</b>
<b>R9707</b>	<b>CUMBERLAND ROAD IMPROVMENTS ALONG DEVELOPMENT FRONTAGE</b>	<b>\$22,557.27</b>	<b>\$0.00 (ALL AVAILABLE CREDITS USED ON R-14)</b>

\*Cost for works completed along the frontage of land being developed.

## Schedule “B”– Municipal Share Agreements

### CITY OF COURTENAY

#### MUNICIPAL SHARE AGREEMENT – SPECIFIED WORKS

THIS AGREEMENT dated for reference the \_\_\_\_ day of October, 2019 is

BETWEEN:

**Arden Road Developments Ltd**  
P.O. Box 70  
Lazo, BC V0R 2K0  
("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, 2019.
- (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 October \_\_, 2019, 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;
- 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  
P.O. Box 70  
Lazo, BC VOR 2K0  
Attention: Wayne Rideout

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

Attention: Director of Development Services

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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 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

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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 \_\_\_\_\_, 2019 )  
)  
**CITY OF COURTENAY** by its )  
authorized signatories: )  
)  
\_\_\_\_\_)  
Mayor: )  
)  
)  
\_\_\_\_\_)  
Corporate Officer: )

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019 )  
)  
**Arden Road Developments Ltd.** by its authorized signatories: )  
)  
\_\_\_\_\_)  
Name: )  
)  
)  
\_\_\_\_\_)  
Name: )

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**SCHEDULE "A"**

**DCC CONSTRUCTION WORKS**

<b>DCC PROJECT</b>	<b>SCOPE</b>	<b>COST ESTIMATE</b>	<b>MUNICIPAL SHARE</b>
<b>ARDEN SOUTH TRUNK</b>	<b>ARDEN ROAD FROM END OF EXISTING SANITARY MAIN FROM MANHOLE 2-703 TO 42.3 METERS DOWNSTREAM OF MANHOLE SMH 2-704 (168.73 METERS)</b>	<b>\$138,428.82</b>	<b>\$25,175.24</b>  <b>THE PARTIES AGREE \$22,053.86 HAS PREVIOUSLY BEEN PAID</b>
<b>W9703</b>	<b>ARDEN ROAD FROM BROOKFIELD DRIVE TO 28 METERS SOUTH OF HYDRANT C3185(174.8 METERS)</b>	<b>\$125,445.99</b>	<b>\$23,350.92</b>  <b>THE PARTIES AGREE \$19,186.08 HAS PREVIOUSLY BEEN PAID</b>

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**CITY OF COURTENAY**  
**MUNICIPAL SHARE AGREEMENT –**  
**SPECIFIED WORKS**

**THIS AGREEMENT** dated for reference the \_\_\_\_ day of October, 2019 is

BETWEEN:

**Cameron Contracting Ltd**  
2-640 Anderton Rd.  
Comox, BC V9M 2J3  
("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, 2019.
- (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 October \_\_, 2019, 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 B, District Lot 230, Comox District, Plan EPP13210

- (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
  - (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

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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;

- 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:

Cameron Contracting Ltd  
2-640 Anderton Rd  
Comox, BC V9M 2J3  
Attention: Don Cameron

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

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.

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**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 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**

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- 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
- (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

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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 \_\_\_\_\_, 2019 )  
)  
**CITY OF COURTENAY** by its )  
authorized signatories: )  
)  
\_\_\_\_\_)  
Mayor: )  
)  
)  
\_\_\_\_\_)  
Corporate Officer: )

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019 )  
)  
**Cameron Contracting Ltd.** by its authorized signatories: )  
)  
\_\_\_\_\_)  
Name: )  
)  
)  
\_\_\_\_\_)  
Name: )

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**SCHEDULE "A"**

**DCC CONSTRUCTION WORKS**

<b>DCC PROJECT</b>	<b>SCOPE</b>	<b>COST ESTIMATE*</b>	<b>MUNICIPAL SHARE</b>
<b>WC-4</b>	<b>CUMBERLAND ROAD WATERMAIN NORTH OF DEVELOPMENT FRONTAGE</b>	<b>\$289,062.87</b>	<b>\$74,433.69</b>
<b>R-14</b>	<b>20<sup>TH</sup> STREET IMPROVEMENTS ON OPPOSITE SIDE OF CENTERLINE AND EAST OF THE DEVELOPMENT FRONTAGE</b>	<b>\$271,154.68</b>	<b>\$204,043.91</b>
<b>R-9707</b>	<b>CUMBERLAND ROAD IMPROVEMENTS SOUTH OF 20<sup>TH</sup> STREET</b>	<b>\$23,243.59</b>	<b>\$17,490.80</b>

\*Cost for works completed beyond the immediate frontage of land being developed.