

**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: **October 07, 2019**
PLACE: **City Hall Council Chambers**
TIME: **4:00 p.m.**

K'OMOKS FIRST NATION ACKNOWLEDGEMENT

1.00 ADOPTION OF MINUTES

- 1 1. Adopt September 16th, 2019 Regular Council meeting minutes
- 11 2. Adopt September 30th, 2019 Committee of the Whole meeting minutes

2.00 INTRODUCTION OF LATE ITEMS

3.00 DELEGATIONS

- 1. Stefan Sidl, Sidl Masonry Heating - Information Re: Wood Burning / Biomass Heating and New Technologies in Emission and Environmental Impact Reductions
- 2. Chris Bowen and Tomi Wittwer, Comox Fireplace and Patio, Pioneer Fireplace - Information Re: Advances in Wood Stove Technology
- 3. Jason VanGarderen, General Manager, Concorde Distributing Inc./Board Member, Canadian Hearth, Patio and BBQ Association, in Partnership with Blaze King/Valley Comfort - Promote Transition to Clean Wood Heating

4.00 STAFF REPORTS/PRESENTATIONS

(a) Recreation and Cultural Services

- 13 1. Sid Williams Theatre Society - Request to Access Sid Williams New Works Capital Funds

(b) Development Services

- 21 2. Floodplain Exemption for Phased Subdivision 2650 Arden Road
- 29 3. Structural Change to Liquor Licence Application (Crown Isle Golf Club) - 399 Clubhouse Drive

(c) Financial Services

- 35 4. Audit Service Plan for Year Ending December 31, 2019

5.00 EXTERNAL REPORTS AND CORRESPONDENCE FOR INFORMATION

- 49 1. Letter of Appreciation - Judith Conway - HOPE Display
- 51 2. Comox Valley Project Watershed Society - Request to Waive Rental Fees for Fund Raising Event "Paintings, By the Numbers"
- 55 3. Sid Williams Theatre Society - Proposal for Exterior Facility Painting and Colour Scheme Options
- 77 4. Comox Valley Coalition to End Homelessness - Homelessness Response Team Warming Centre Request

6.00 INTERNAL REPORTS AND CORRESPONDENCE FOR INFORMATION

- 79 1. Briefing Note - Draft Asset Management Bylaw Update
- 83 2. Parks and Recreation Advisory Commission Meeting Minutes June 06, 2019
- 85 3. Heritage Advisory Commission Meeting Minutes June 22, 2019

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. In Camera Meeting

That notice is hereby given that a Special In-Camera meeting closed to the public will be held October 7th, 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;
- 90 (1) (k) negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of the council, could reasonably be expected to harm the interests of the municipality if they were held in public.

9.00 UNFINISHED BUSINESS

10.00 NOTICE OF MOTION

11.00 NEW BUSINESS

12.00 BYLAWS

For Final Adoption

- 87 1. "Tax Exemption 2020 Bylaw No. 2974, 2019"
(A bylaw to exempt certain lands and improvements from taxation for the year 2020)
- 93 2. "Tax Exemption Churches 2020 Bylaw No. 2975, 2019"
(A bylaw to exempt certain lands and improvements, set apart for public worship, from taxation for the year 2020)
- 97 3. "Tax Exemption 2020-2024 Bylaw No. 2976, 2019"
(A bylaw to exempt certain lands and improvements from taxation for the years 2020 - 2024)
- 99 4. "Development Cost Charge Reserve Fund Expenditure Bylaw No. 2979, 2019"
(A bylaw to authorize expenditures from Development Cost Charge Reserve Funds)

13.00 ADJOURNMENT

Minutes of a Regular Council Meeting held in the City Hall Council Chambers, Courtenay, B.C., on Monday, September 16, 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
J. Nelson, Director of Financial Services
R. O'Grady, Director of Engineering Services
D. Snider, Director of Recreation and Cultural Services
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 Cole-Hamilton that the
MINUTES September 3rd, 2019 Regular Council meeting minutes be adopted.
Carried

2.00 INTRODUCTION OF LATE ITEMS

3.00 DELEGATIONS

Paula Holmes-Rodman, Community Engagement Coordinator, L'Arche Comox Valley, presented an overview of L'Arche Society's model for providing an accessible and inclusive environment where members, with and without intellectual disabilities, share life together.

Ms. Holmes-Rodman provided additional information to Council about the services, programs and supported living residences L'Arche Comox Valley and the I Belong Centre provide; Randy Bates, resident of Vanier Suites and member of L'Arche Comox Valley, described his experiences as a tenant and the social and employment activities he participates in.

Dianne Hawkins, Chief Executive Officer, Comox Valley Chamber of Commerce, presented information to Council related to the history, initiatives, milestones and statistics achieved and supported by the Chamber of Commerce as they celebrate their 100th year servicing our community.

Ms. Hawkins invited Council to join in celebrating the Comox Valley Chamber of Commerce's centennial year; and proposed that Council express their support by way of a proclamation recognizing the Chamber of Commerce's 100 years of service to the business community and its support of economic development in the Comox Valley.

Gregg Strong, Comox Valley Cycling Coalition, presented a report to Council about use and approach options for the 5th Street Bridge rehabilitation project and 6th Street Active Transportation Bridge initiative.

The August 20, 2019 report summarized survey information and statistics compiled by the Cycling Coalition related to non-vehicle bridge use events; and data related to demographics, crossing choices i.e. pedestrian, cyclist, e-bike and mobility scooters; and suggestions to improve accessibility, safety and multi-modal use options, including development of crossing approaches.

The coalition requested a variation to the existing bridge signage that would instruct motorists not to pass cyclists on the travel lane, with suggested language, "Vehicles **MUST NOT** Pass Cyclists on the Bridge", which would likely immediately improve cyclist safety.

4.00 STAFF REPORTS/PRESENTATIONS

.01

PRESENTATION

THOM ARMSTRONG

EXECUTIVE

DIRECTOR, CO-

OPERATIVE HOUSING

FEDERATION OF BC

Thom Armstrong, Executive Director, Co-Operative Housing Federation of BC (CHFBC), presented information to Council regarding affordable housing solutions and explained the concept and principles of co-op housing organizations and housing models as part of the CHFBC's initiative to shelter people. CHFBC is seeking to increase the number of available co-op housing sites and is exploring stakeholder engagement opportunities to develop and steward affordable housing assets at a community level.

Mr. Armstrong thanked Council for the invitation to present and welcomed future opportunities to discuss co-op housing initiatives and co-op housing development options in partnership with the City of Courtenay in our community.

Mr. Armstrong's presentation was received for information.

Councillor Morin left Council Chambers at 5:19 p.m.

Councillor Morin returned to Council Chambers and took her seat at 5:21 p.m.

Councillor McCollum left Council Chambers at 5:59 p.m.

Councillor McCollum returned to Council Chambers and took her seat at 6:01 p.m.

.02

DEVELOPMENT
PERMIT WITH
VARIANCES NO. 1904
- 2900 CLIFFE
AVENUE
3060-20-1904

Moved by McCollum and seconded by Frisch that based on the September 16th, 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.

Amending Motion:

Moved by Frisch and seconded by McCollum that Council approve Development Permit with Variances No. 1904 - 2900 Cliffe Avenue with the added condition that the proponent include electric vehicle (EV) charging station improvements for vehicles and motorized scooters; and, consider provision of a transit shelter amenity in consultation with City staff and stakeholder agencies.

Carried

The main motion was carried as amended

Council unanimously agreed to permit, Adam Lillejord, Golden Lake Management, (Applicant), to address Council in response to Council’s request for the provision of additional amenities, including electric vehicle (EV) chargers and a transit shelter, as a condition of the development permit for 2900 Cliffe Avenue.

Adam Lillejord, Golden Lake Management, advised Council that they would be willing to provide EV/motorized scooter charging stations and/or transit shelter improvements; however, Mr. Lillejord identified the need for stakeholder engagement between the developer’s transportation consultant, WATT Consulting Group, and the Ministry of Transportation and Infrastructure (MoTI), to discuss transit shelter options in consultation with MoTI.

Councillor Hillian left Council Chambers at 6:27 p.m.

Councillor Hillian returned to Council Chambers and took his seat at 6:29 p.m.

.03

ZONING AMENDMENT
BYLAW NO. 2980 -
605/625 CLIFFE
AVENUE
3360-20-1819

Moved by Hillian and seconded by McCollum that based on the September 16th, 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.

Carried

.04

DEVELOPMENT COST
CHARGE RESERVE
FUND EXPENDITURE
BYLAW 2979
3150-01

Moved by McCollum and seconded by Hillian that based on the September 16th, 2019 staff report, “Development Cost Charge Reserve Fund Expenditure Bylaw 2979”, Council proceed to first, second and third readings of Bylaw 2979.

Carried

The council meeting recessed at 6:51 p.m.

The meeting reconvened at 7:11 p.m.

.05
5TH STREET BRIDGE
REHABILITATION
PROJECT UPDATE

Katie Hamilton, Tavola Strategy Group, presented an update to Council related to the 5th Street Bridge Rehabilitation Project. Ms. Hamilton provided an update on the current project status and next steps, focussed on communications, public engagement and development of a traffic management strategy to help mitigate impacts to the community during construction. The input received from the public consultation process will be used to refine the traffic management plan, future project planning and sequencing of work, and detailed design and budget.

In early 2020 Council will receive the results of the public input, technical detail and various options for consideration related to the project; with construction planned in 2021 and a projected completion date of March 2022.

A discussion followed arising from community input associated to the proposed widened cantilevered multi-use pathway improvements on the 5th Street Bridge; and, feedback on design costs, safety and grant funding options related to the 6th Street multi-use pedestrian-bike bridge initiative.

Mayor Wells vacated the chair and Acting Mayor Hillian took the seat

Moved by Wells and seconded by Frisch that Council rescind the June 24th, 2019 Council resolution approving OPTION 2 of the June 24th staff report “5th Street Bridge Rehabilitation Project”; and, that Council no longer include the upgrade of added cantilevered multi-use pathways to the 5th Street Bridge project scope; and, proceed with the associated next steps to rehabilitate the 5th Street Bridge.

Defeated

In favour: Mayor Wells and Councillors Hillian and Theos

Opposed: Councillors Cole-Hamilton, Frisch, McCollum and Morin

Mayor wells returned to the chair

Subsequent motion:

Moved by Cole-Hamilton and seconded by Frisch that Council direct staff to expedite delivery of a range of options and stakeholder engagement for the 6th Street multi-use pedestrian-bike bridge concept to provide greater information related to the design cost, public safety features and funding source options simultaneously with the 5th Street Bridge rehabilitation project update, and bring forward for consideration at a future Council meeting in January 2020.

Carried

The September 16th, 2019 staff report, “5th Street Bridge Rehabilitation Project Update” and presentation; were received for information.

5.00 EXTERNAL REPORTS AND CORRESPONDENCE FOR INFORMATION

.01

CORRESPONDENCE
GREEN COMMUNITIES
CLIMATE ACTION
RECOGNITION
PROGRAM
5280-12

Moved by Hillian and seconded by Frisch that the correspondence dated August 30, 2019 from Jessica Brooks, Executive Director, Planning and Land Use Management, Ministry of Municipal Affairs and Housing, awarding the City of Courtenay Level 3 recognition “Accelerating Progress on Charter Commitments” under the joint Provincial - UBCM Green Communities Committee (GCC), Climate Action Recognition Program, be received for information.

Carried

.02

CORRESPONDENCE
COURTENAY AND
DISTRICT MUSEUM,
207 - 4TH STREET -
LETTER OF INTENT
RE: MUSEUM
EXPANSION
7930-02

Moved by Hillian and seconded by McCollum 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 property; and, to facilitate their strategic planning, including project funding options.

Carried

.03

CORRESPONDENCE
COMOX VALLEY
REGIONAL DISTRICT
(CVRD) - LOW
INCOME REGIONAL
RECREATION
ALL-ACCESS PASS
PROGRAM
0470-20

Moved by Cole-Hamilton and seconded by Morin that the correspondence dated August 30, 2019 from Jesse Ketler, Chair, Comox Valley Sports Centre Commission, regarding a low income regional recreation all-access pass program, be received for information.

Carried

.04

CORRESPONDENCE
COUNCIL OF SENIOR
CITIZENS’
ORGANIZATIONS
OF BC (COSCO)
INTERNATIONAL DAY
OF OLDER PERSONS
0630-01

Moved by Hillian and seconded by Morin that the correspondence dated September 5th, 2019 from the Council of Senior Citizens’ Organizations of BC (COSCO), inviting Courtenay Council to observe the UN International Day of Older Persons on October 1st, be received for information; and,

That Council declare October 1st as International Day of Older Persons in the City of Courtenay.

Carried

.05

CORRESPONDENCE
COMOX VALLEY
COALITION TO END
HOMELESSNESS -
LETTER OF SUPPORT -
REACHING HOME
DESIGNATED
COMMUNITY
EXPANSION
0400-20 / 1850-01

The correspondence dated September 5th, 2019 from Andrea Cupelli, Coordinator, Comox Valley Coalition to End Homelessness, requesting a letter of support from Council to include in their concept proposal for the National Housing Strategy funding, “Reaching Home Designated Community Expansion” program, was received for information.

Moved by Hillian and seconded by Morin that Council provide a letter addressed to the Comox Valley Regional District in support of the Comox Valley Coalition to End Homelessness’ application for federal funding through the “Reaching Home Designated Community Expansion” grant program by Wednesday, September 18th, 2019.

Carried

.06

CORRESPONDENCE
COMOX VALLEY
REGIONAL DISTRICT
(CVRD) - LETTER OF
RESPONSE RE:
REGIONAL
ACCESSIBILITY
STRATEGY
0470-20

Moved by Morin and seconded by Frisch that the correspondence dated September 11th, 2019 from Jake Martens, Manager of Legislative Services, Comox Valley Regional District (CVRD), replying to the City of Courtenay’s request for the CVRD to work with City staff to develop a regional accessibility strategy, be received for information.

Carried

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:

- Meeting with Downtown Courtenay Business Improvement Association (DCBIA) President, Jenny Deters
- DCBIA Board meeting
- Overdose Working Group grant writing workgroup September 10, 11 & 13
- World Community Event - Addressing the Climate Crisis “The Human Element”
- Comox Strathcona Waste Management Board meeting
- Community Drug Strategy Committee
- Climate Caucus Communications Team meeting
- Brunch and Learn Session with staff and Council re: 2019 Projects and Quarterly Report

COUNCILLOR HILLIAN	<p>Councillor Hillian reviewed his attendance at the following events:</p> <ul style="list-style-type: none">➤ Book signing event with former Vancouver City Councillor and Member of Parliament, Libby Davies➤ Meeting with City resident related to crime and safety concerns in West Courtenay➤ Project Watershed Kus Kus Sum fundraising event➤ Brunch and Learn Session with staff and Council re: 2019 Projects and Quarterly Report➤ Comox Valley International Immigrant Welcome event➤ Co-Op Housing presentation and information meeting facilitated by Thom Armstrong, Executive Director, Co-Operative Housing Federation of BC hosted at the Vancouver Island Visitor's Centre
COUNCILLOR MCCOLLUM	<p>Councillor McCollum reviewed her attendance at the following events:</p> <ul style="list-style-type: none">➤ Brunch and Learn Session with staff and Council re: 2019 Projects and Quarterly Report➤ Comox Valley Coalition to End Homelessness meeting
COUNCILLOR MORIN	<p>Councillor Morin reviewed her attendance at the following events:</p> <ul style="list-style-type: none">➤ Comox Strathcona Waste Management Board meeting➤ Betty Annand's "The Lady from New York" Book Release celebration➤ Co-Op Housing presentation and information meeting facilitated by Thom Armstrong, Executive Director, Co-Operative Housing Federation of BC hosted at the Vancouver Island Visitor's Centre
MAYOR WELLS	<p>Mayor Wells reviewed his attendance at the following events:</p> <ul style="list-style-type: none">➤ 11th Annual Mayor's Golf Charity Classic➤ Comox Valley Parkinson SuperWalk awareness and fundraising event for Parkinson Society BC➤ Comox Strathcona Waste Management Board meeting➤ Industrial Plastics and Paints 65th Anniversary event➤ Development Industry Working Group meeting➤ Eldercollege 20th Anniversary event hosted at North Island College➤ Comox Valley Ribfest event➤ 79th Annual Battle of Britain Parade event and lunch with Stocky Edwards, fighter pilot during the Second World War➤ Comox Valley International Immigrant Welcome event

8.00 RESOLUTIONS OF COUNCIL

.01 COUNCILLOR COLE- HAMILTON - NUISANCE ABATEMENT AND COST RECOVERY BYLAW	<p>Moved by Cole-Hamilton and seconded by Hillian 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.</p> <p>Carried</p>
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.02

IN CAMERA
MEETING

Moved by Hillian and seconded by McCollum that notice is hereby given that a Special In-Camera meeting closed to the public will be held September 16th, 2019 at the conclusion of the Regular Council Meeting pursuant to the following sub-section 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.

Carried

9.00 UNFINISHED BUSINESS

.01

DELEGATION - ANNE
BERMAN - NUISANCE
DWELLING
ABATEMENT / GOOD
NEIGHBOUR BYLAW

See *Resolutions of Council - Agenda Item 8.1.*; Council resolution to investigate options and implications to implement a Nuisance Abatement and Cost Recovery Bylaw.

10.00 NOTICE OF MOTION

11.00 NEW BUSINESS

.01

MINUTES

The correspondence dated September 3rd, 2019 from Mayor Karen Elliot, District of Squamish, and Mayor Josie Osborne, District of Tofino, regarding a joint local government submission for a Provincial Plastics Action Plan was received for information.

Moved by Hillian and seconded by Frisch that the City of Courtenay support and join in with the Districts of Squamish and Tofino in their response to the Ministry of Environment and Climate Change Strategy's proposed amendments to the *Recycling Regulation* under the authority of the *Environmental Management Act*.

Carried

12.00 BYLAWS

.01

BYLAW NO. 2979,
2019,
TO AUTHORIZE
EXPENDITURES FROM
DEVELOPMENT COST
CHARGE RESERVE
FUNDS

Moved by McCollum and seconded by Hillian that "Development Cost Charge Reserve Fund Expenditure Bylaw No. 2979, 2019" pass first, second and third reading.

Carried

13.00 ADJOURNMENT

- .01** Moved by Hillian and seconded by Frisch that the meeting now
adjourn at 9:00 p.m.
Carried

CERTIFIED CORRECT

Corporate Officer

Adopted this 7th day of October, 2019

Mayor

Minutes of a Committee of the Whole meeting held Monday, September 30, 2019 at 4:00 p.m. in the City Hall Council Chambers.

Attending:

Mayor: B. Wells
Councillors: W. Cole-Hamilton
D. Frisch
M. McCollum
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
T. Kushner, Director of Public Works Services/Assistant CAO
R. O'Grady, Director of Engineering Services
D. Snider, Director of Recreation and Cultural Services
R. Matthews, Executive Assistant
A. Guillo, Manager of Communications

Red Dress Awareness Campaign Recognition

Council, staff and members of the public participated in a moment of silence in recognition of the REDress Project to raise awareness of the national issue of missing and murdered Indigenous women and girls in Canada. The fourth year installation of the Comox Valley Red Dress Awareness Campaign will be in place from Sunday, September 29 - Sunday, October 06, 2019.

Presentation to Compassion Dogs of Vancouver Island

Council presented a cheque to Mike Annan, Executive Director, Compassion Dogs of Vancouver Island, Jesse Pring with his Service Dog Gwynn, and representatives from Woofy's Pet Foods, Jill Kruger, and Van Isle Vet Hospital, Candice Pacholuk, in the amount of \$588.70; the total proceeds received in donations from the 2019 annual City of Courtenay Pooch-A-Poolooza year-end event hosted at the Courtenay & District Memorial Outdoor Pool.

1.00 STAFF REPORTS/PRESENTATIONS

.01 Moved by Frisch and seconded by Cole-Hamilton that based on
PARKS AND the September 30th, 2019 staff report "Parks and Recreation Master Plan
RECREATION MASTER Adoption", Council adopt OPTION 1 and approve the final draft of the
PLAN ADOPTION master plan as presented.
07710-20 P&R MP **Carried**

.02
CONNECTING
COURTENAY -
TRANSPORTATION
MASTER PLAN
ADOPTION &
CYCLING NETWORK
PLAN
8620-21; 5335-20

Moved by Frisch and seconded by McCollum that based on the September 30th, 2019 staff report "Connecting Courtenay - Transportation Master Plan Adoption" Council approve OPTION 1 and adopt the final draft of the master plan as presented; and

That Council approve the revisions to the Connecting Courtenay - Cycling Network Plan as documented within this staff report.

Carried

Dan Casey, Urban Systems, presented the final version of the Connecting Courtenay, Transportation Master Plan and Cycling Network Plan summarizing the revisions incorporated into the final plans for adoption.

The Connecting Courtenay Transportation Master Plan presentation was received for information.

3.00 RESOLUTIONS OF COUNCIL

.01
IN CAMERA
MEETING

Moved by McCollum and seconded by Frisch that notice is hereby given that a Special In-Camera meeting closed to the public will be held September 30th, 2019 at the conclusion of the Committee of the Whole meeting pursuant to the following sub-section 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.

Carried

4.00 ADJOURNMENT

.01

Moved by Frisch and seconded by Cole-Hamilton that the meeting now adjourn at 5:23 p.m.

Carried

CERTIFIED CORRECT

Corporate Officer

Adopted this 7th day of October, 2019

Mayor



THE CORPORATION OF THE CITY OF COURTENAY

STAFF REPORT

To: Council

File No.: 2240-20 SWTS

From: Chief Administrative Officer

Date: October 7, 2019

Subject: Sid Williams Theatre Society – Request to Access Sid Williams New Works Capital Funds

PURPOSE:

The purpose of this report is to request approval from Council to proceed with the Sid Williams Theatre Society's (SWTS) request to draw \$21,500 from the Sid Williams Theatre New Works Capital Reserve under Bylaw No. 2604, 2010. The funds will go towards the purchase of replacement computer work stations and the wireless microphone system before the end of the year.

CAO RECOMMENDATIONS:

Based on the October 7, 2019 staff report, "Sid Williams Theatre Society - Request to Access the Sid Williams Theatre New Works Capital Reserve", that Council approve the Sid Williams Theatre Society's request to draw \$21,500 from the Sid Williams Theatre New Works Capital Reserve to fund the capital equipment replacement cost of the computer work stations and the wireless microphone system before the end of the current fiscal year.

Respectfully submitted,

David Allen, BES, CLGEM, SCLGM
Chief Administrative Officer

BACKGROUND:

SWTS has access to funds for capital equipment expenditures through the Sid Williams Theatre New Works Capital Reserve. The reserve is held by the City and is funded through the theatre's ticket surcharge fee. The fee is \$0.75 per ticket sold.

Historically the SWTS provides the City an annual capital budget request to access the reserve funds. The SWTS capital budget request is then included the upcoming fiscal year's capital budget.

DISCUSSION:

As identified by the SWTS Business Case for Computer Upgrade at Sid Williams Theatre (Attachment 1), several of the theatre's capital equipment systems require replacement before the end of 2019. Although

SWTS had included the items requiring in the long term capital equipment replacement plan, the timing of the need for replacement has occurred earlier than expected.

The total anticipated cost of the computer hardware upgrade is expected to be up to a maximum of \$16,500. The SWTS has also looked into the option of leasing versus purchasing new hardware and licences, however the cost would be 3 times higher over a three year contract.

The risk of not proceeding with the hardware upgrade is that after the end of 2019, the SWTS would not be able to access Microsoft support for any breach of security or system failure, which would be very detrimental to the theatre's ability to do business and provide services to the theatre's user-groups.

The wireless microphone system requires replacement before the end of this year because the Canadian Radio-television and Telecommunications Commission has discontinued the frequencies that they work on and the units cannot be modified to accept new frequencies due to the age of the equipment. The anticipated cost of the wireless microphone replacement is \$15,000.

The risk of not replacing the wireless microphone system would meet a service level reduction to the SWT user-groups who require a wireless microphone system to carry out their performances. Larger community user groups frequently use the equipment and the quality of their performances would be significantly impacted by not having the replacement proceed this year.

Since this is a request occurring outside the regular annual budget process for capital budget expenditures, City staff is requesting Council's approval to proceed with this request.

FINANCIAL IMPLICATIONS:

There is currently \$10,000 set aside in the 2019 Capital Budget for SWT Capital Equipment. As such the additional draw request would be \$21,500 which is calculated as follows:

\$16,500	Computer Work Stations
<u>\$15,000</u>	Wireless Microphone System
\$31,500	
<u>(\$10,000)</u>	2019 SWT Capital Equipment Budget funded by the SWT New Works Capital Reserve
<u>\$21,500</u>	Additional draw request SWT New Works Capital Reserve

ADMINISTRATIVE IMPLICATIONS:

The draw will require an update to the 2019 Capital Budget and the expenditure will be capitalized under the Tangible Capital Asset Registry administered by the Department of Finance Services in accordance with Directive 1670.00.01 (d).

ASSET MANAGEMENT IMPLICATIONS:

By funding the SWT Society's capital equipment purchases with funds acquired through the Sid Williams Theatre New Works Capital Reserve, we are maintaining a sustainable level of service to the community.

STRATEGIC PRIORITIES REFERENCE:

We focus on organizational and governance excellence

- Responsibly provide services at levels which the people we serve are willing to pay

We actively pursue vibrant economic development

- ▲ Continue to support Arts and Culture

- **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:

4.8 CULTURE

4.8.1 Introduction

Arts and Culture are recognized by the City as essential ingredients of a vital community, and indeed, the City has historically provided major capital investments and ongoing operational funding in support of the Arts and Culture.

4.8.2 Goals

1. To recognize arts and culture as a fundamental ingredient for a vibrant, healthy, active and sustainable community, with many social and economic benefits.
2. To actively demonstrate support for arts and culture.
3. To show leadership in promoting arts and culture, both within and outside the community.

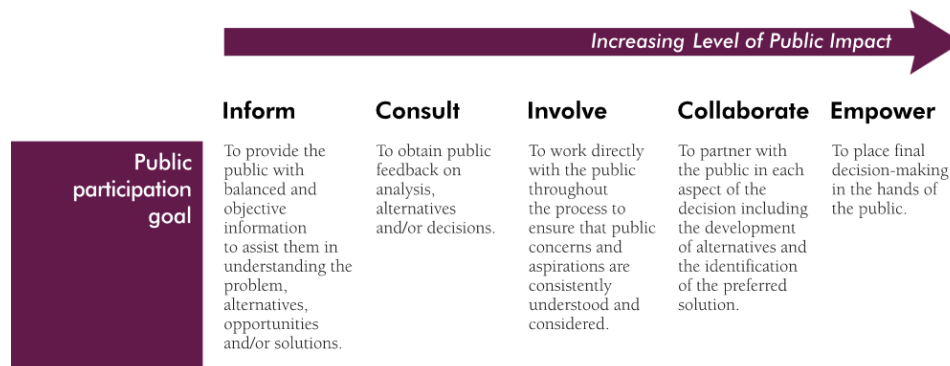
4.8.3 Policies

1. Consider the arts and culture in the preparation of all city policies.
2. Designate specific resources for the arts and culture.
3. Play a role in providing physical infrastructure for arts and culture, including buildings, public spaces, and parks.
4. Support marketing efforts which include the arts and culture as a key attraction of the Comox Valley.
5. Include arts and culture, including public art, in urban design and planning.
6. Provide leadership in building regional arts and culture strategies, involving municipalities, the Regional District, the School District and North Island College.
7. Facilitate access to the arts and culture for all citizens.
8. Support youth as the next generation of artists, audience, organizers, and volunteers.

REGIONAL GROWTH STRATEGY REFERENCE: Not applicable.

CITIZEN/PUBLIC ENGAGEMENT:

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



OPTIONS:

OPTION 1: That Council approve the Sid Williams Theatre Society's request to draw \$21,500 from the Sid Williams Theatre New Works Capital Reserve to fund the capital equipment replacement cost of the computer work stations and the wireless microphone system before the end of the current fiscal year.

OPTION 2: That Council refer the matter back to City staff for further consideration.

OPTION 3: That Council deny the request from the Sid Williams Theatre Society Request to draw \$21,500 to fund the capital equipment replacement cost of the computer work stations and the wireless microphone system before the end of the current fiscal year.

Prepared by:

Dave Snider *MBCSLA*

Director of Recreation and Cultural Services

Attachment 1: Business Case for Computer Upgrade at Sid Williams Theatre Fall 2019

Business Case for Computer Upgrade at Sid Williams Theatre

Use of Capital Reserve Funds (From Ticket Surcharge Allocation)

OVERVIEW

By the end of 2019, Microsoft will no longer be supporting Windows 7, and will require all clients to upgrade to Windows 10. The rationale for this requirement is that Windows 10 addresses a security vulnerability in Windows 7, specifically related to MS Office 365. The SWTS began using Office 365 in 2018 to make use of the cloud storage capability, and to provide staff with the flexibility to work off-site while having reliable access to their files. Due to constrained office space at the theatre, both options were beneficial to operational efficiency.

We were first notified of the need to upgrade to Windows 10 in 2018. Due to significant projects underway during our seasonal maintenance period in the summer of 2018 (switchover of our Ticketing System, switchover of payroll and scheduling to a web platform, staffing changes) we postponed the upgrade.

Further staffing changes/staffing shortages, a switch of technology for managing our volunteer program, and a tight timeline in 2019 to complete several facility, equipment and system maintenance and improvements between the end of our Spring 2019 season and the upcoming Fall performance season resulted in further delays in addressing the upgrade.

After researching available options, we learned that half of our workstation PCs (7) would have to be completely replaced; 4 others can be upgraded/reconfigured; 3 are new enough to handle the upgrade as-is. Until we actually began the quote process with our I.T. provider, we did not realize how many of our PCs would have to be totally replaced. Also because of the age of some of our connecting components (monitors/server) other system elements may also need replacement and reconfiguration, as noted in the cost detail below.

Replacing a small number of computers would be manageable within our operations budget; however replacing this many components at once has made it necessary for us to identify this as a potential capital project.

We did research an **alternate I.T. total service package** which would see us leasing all of our PCs, with both support and cloud storage inclusions in the package. Despite the convenience and other benefits, this option was not financially viable for our budget, at least not over the next 3 years.

Our box office, marketing, technical and financial operations are heavily dependant on reliable and secure computers with excellent network and internet connectivity. I.T. Security is also a critical consideration for our box office due to the handling of patron data and a high volume of online transactions. Our new ticketing system (Spektrixx) does offer superior security standards; however, any system is only as secure as its weakest link; hence the need to ensure our PCs and their operating systems meet our security and privacy compliance requirements.

The risk of not proceeding with this upgrade is that after the end of 2019, we would not be able to access Microsoft support for any breach of security or system failure, which would be very detrimental to our ability to do business and provide services to our user-groups.

We are therefore requesting the City of Courtenay consider our request to **access additional funds in 2019 from the Capital Reserve** (from ticket surcharges) held by the City for Theatre Equipment and Projects (including urgent equipment replacement needs) **up to a maximum of \$16,500.**



Cost details and other parameters are included below. We may be able to reduce costs from the totals identified in our initial research. The amount above is the highest anticipated cost for this upgrade.

COST DETAILS

- Solid state drive HP mini computer x 7 = \$6,900 (\$985 each),
- 24" monitors x 9 = \$1,350 (\$150 each),
 - These are space-saving monitors which mount the 'minis' on the back of them,
 - Dual monitors required for finance/events/GM,
- Configuration of 7 minis = \$2,695 (\$385 each),
- Reconfiguration of 4 existing computers to Windows 10 = \$1,700 (\$425 each),
- Reconfiguration of server and Windows 10 license for server = \$1,300,
- Network troubleshooting and implementation = approx. \$500.

Approx. total = \$14,445 before taxes.

Because F12 (formerly On Deck Systems) is our **approved I.T. contractor** (via an RFP in 2017), we have not sourced competitive quotes prior to submitting this business case. We will verify competitive pricing with other regional suppliers we have used for computers to ensure fair/best value for this pricing prior to finalizing the purchases.

TIMELINE

- Order equipment mid October,
- Equipment arrival 6 weeks, by end November,
- Installation and testing between end of November and end of December.

RISK OF NOT PROCEEDING

- High liability related to potential for security breach,
- Current use of Microsoft support to deal with daily operational issues = 4-5 times per month; no access to this would significantly hamper operations,
- Current emergency/service calls to F12 would increase, IF they could even assist us,
- As a public facility with accountability to government, not proceeding is not really an option.

ALTERNATIVES

Virtual I.T. Package: F12 offers a "Virtual I.T. Program", which includes hardware, support, licensing, and cloud storage. The value of this program for our number of workstations is = \$37,473 per year for a 3-year commitment.

The total cost per year of the Virtual I.T. hardware/licensing component only (which compares with the hardware and licensing value of purchasing the computer hardware outright = \$14,772 per year for 3 years). For the first year the hardware/licensing option is competitive with the full-purchase option being proposed above. However, with the full purchase, there would be no additional cost after the first year until the units needed to be replaced (see longevity below). These numbers are net of tax.



The obvious benefit of this package is not having to handle or plan for equipment failure or replacement. The disadvantage is the heavy impact on our operating budget, with no readily available means of recovering this cost at this time. *Theatre rental rates are now not due to increase until July of 2020; and season ticket-pricing and related rates are also set until Fall 2020.* See comparison chart at bottom.

LONGEVITY OF INSTALLATION

The average reliable working life of our existing PCs has been 3-5 years. The expected reliable working life of the higher quality solid-state units (which were the basis of both the purchase and the virtual/pkg in the quotes) should be **5+ years**; which would both extend the value of the investment and create a workable time-frame for planned/phased replacement of computers potentially starting in the 4th and 5th years of their service. See comparison chart at bottom.

OTHER CONSIDERATIONS

Our network has been a piecemeal system for many years due to a budgetary approach of doing a number of small improvements each year.

In August 2019, the SWTS carried out an overdue **I.T. infrastructure upgrade** (new cabling, points-of-internet-access, new firewall, updated network map using ~\$10,000 of surplus operating funds. We had only projected a moderate cost (under \$5,000) for the Windows 10 upgrade in addition to the infrastructure upgrade; not realizing how many of our workstations were no longer adequate and would need to be fully replaced.

An advantage of having a significant computer hardware upgrade all at the same time, and at the same time as an already completed infrastructure upgrade will give the SWTS a very up-to-date network: every workstation will have an up-to-date PC working at a comparable level and processing-speed, with comparable capacity and software; with up-to-date high quality infrastructure in place to support it. In this sense 2019 could be considered an **I.T. catch-up year** for the SWT. With either scenario, I.T. service calls and work-station downtime related to repairs is expected to decrease; worker productivity and efficiency is expected to increase.

The ticket-surcharge capital-reserve (in some communities called a venue tax or venue capital development fee) was originally instituted as an equitable mechanism to ensure a fund was created and topped-up on an ongoing basis (via a portion of each ticket sold at the Sid Box Office) to ensure that both major equipment purchases and emergency or urgent critical equipment replacements could be covered without undue impact on theatre patrons or user groups, or on the SWTS' operating budget.

SWTS Board and Management believe the current critical need to upgrade our operating computer system building-wide (and the higher than anticipated costs of doing so) fit the criteria of the fund and warrant accessing it at this time.

Respectfully submitted,



Deborah Renz – SWTS General Manager
cc. Heather McFetridge – Treasurer – SWTS

SEE ATTACHED COMPARISON TABLE: PURCHASE HARDWARE VS "VIRTUAL IT"



COMPARISON TABLE: PURCHASE HARDWARE VS “VIRTUAL IT”

10 years = 2 full replacement cycles	Capital Purchase of Computers (7 new units, 7 reconditioned = 14 total units.		Virtual I.T. Package (lease) Hardware/License only ... 3 yr contract with renewals
2019	\$14,445		\$14,772
2020	0		\$14,772
2021	0		\$14,772
2022	0		\$14,772 renew
2023	\$8,254		\$14,772
2024	\$8,254		\$14,772
2025	\$8,254		\$14,772 renew
2026	\$4,127		\$14,772
2027	0		\$14,772
2028	\$20,000		\$132,948 accumulated total
	\$48,890 accumulated total \$68,890 accumulated total with an infrastructure factor		

Assumptions for the purpose of comparison:

5-year replacement cycle; replace up to 4 workstation PCs and components/year starting at the 5-year mark.

Inflation is not factored into either scenario.

Expanding the system beyond 14 workstations has not been factored into either scenario.

A \$2,000 per year “contingency” allowance has been factored into the purchase scenario to represent a “resiliency” consideration. IE. the virtual package is fully resilient against non-insurable “catastrophic equipment failure”; the purchase option is not.

An infrastructure upgrade after 10 years has not been factored into either scenario; although this could represent additional cost to the purchase scenario vs the virtual pkg scenario. However, even doubling the contingency amount to cover infrastructure still indicates that the purchase option is far more affordable.





THE CORPORATION OF THE CITY OF COURTENAY

STAFF REPORT

To: Council
From: Chief Administrative Officer
Subject: Floodplain Exemption for Phased Subdivision 2650 Arden Rd.

File No.: 3320-20-1805

Date: October 7, 2019

PURPOSE:

To consider passing a resolution for an exemption to Floodplain Management Bylaw No. 1743, 1994 Part 4 (a)ii for two single family lots and one Multi Family lot at 2650 Arden Road.

CAO RECOMMENDATIONS:

That based on the October 7th, 2019 staff report "Floodplain Exemption for Phased Subdivision 2650 Arden Rd", Council supports approving OPTION 1 and grants an exemption to Floodplain Management Bylaw No. 1743, 1994 Part 4 (a)ii, for Phase 4 single family home lots G and H and the Phase 6 Multi Family lot at 2650 Arden Road, subject to a Section 219 *Land Title Act* covenant being registered on the subject properties.

Respectfully submitted,

David Allen, BES, CLGEM, SCLGM
Chief Administrative Officer

BACKGROUND:

This floodplain exemption application is for three lots in a phased development at 2650 Arden Road: two lots in Phase 4 (under a current subdivision application); and one future multifamily lot (Phase 6). Both phases are pictured in **Figure 1** below, with subject properties highlighted in yellow and a modelled 1:200 year flood level shown in blue.

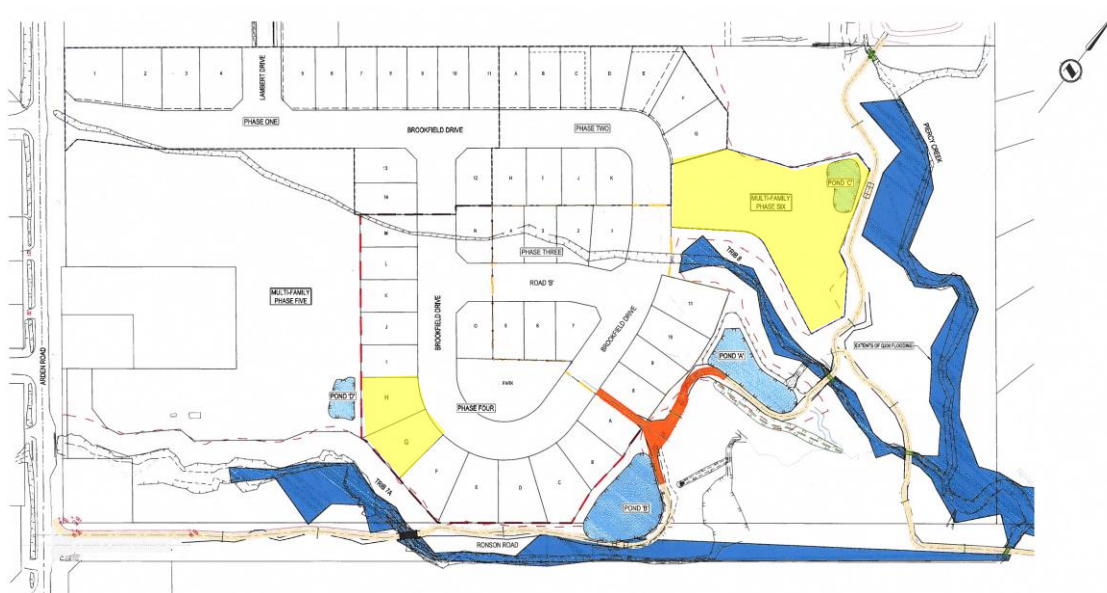


Figure 1: Piercy Creek Flood Plain Analysis "The Streams", McElhanney 2019-09-11 (subject parcels highlighted in yellow)

Unlike the Courtenay, Puntledge and Tsolum Rivers, flood modelling and mapping has not been completed for these smaller watercourse. Following best practice outlined in the Provincial Flood Hazard Area Land Use Management Guidelines, Floodplain Management Bylaw No. 1743, 1994 Part 4 (a)ii requires Flood Construction Levels 1.5 metres above the Natural Boundary of Morrison Creek, Piercy Creek, Millard Creek, or any other watercourse.

Flood Construction Levels are not met by the subject lots as shown in **Table 1** below, where the bylaw Flood Construction Level (m), Recommended (requested) Floodplain Construction Elevation (m) and the difference between them highlighted in yellow. Each requested construction elevation is 0.63m to 1.14m below the Bylaw's Flood Construction Level.

To support the requested exemption the applicant has modelled the extent of the 1:200 year floodplain and the flood elevations which are highlighted in green, as are minimum building elevations (MBE) of 0.3m above them, in accordance with Master Municipal Construction Documents to which Subdivision and Development Servicing Bylaw 2919, 2018 refers.

Table 1: 1:200 Year Floodplain Calculation Summary

Phase/ Lot #	Watercourse Natural Boundary Elevation (m)	Flood Construction Level ¹ (m)	Modeled 1:200 Year Floodplain Elevation (m)	Recommended Floodplain Construction Elevation (m)	MBE Elevation ² (m)	Vertical Difference (m)
	A	B = A + 1.5m	C	D = C + 0.5m	E = C + 0.3m	F = B - D
Lot G	27.30	28.80	27.16	27.66	27.46	1.14
Lot H	28.09	29.59	28.20	28.70	28.50	0.89
Phase 6 Multifamily	23.93	25.43	24.30	24.80	24.60	0.63

Section 524 of the *Local Government Act*, Requirements in relation to flood plain areas, states:

- (7) Subject to the Provincial regulations and a plan or program a local government has developed under those regulations, the local government may exempt a person from the application of subsection (6), or a bylaw under subsection (3), in relation to a specific parcel of land or a use, building or other structure on the parcel of land, if the local government considers it advisable and either
- (a) considers that the exemption is consistent with the Provincial guidelines, or
 - (b) has received a report that the land may be used safely for the use intended, which report is certified by a person who is
 - i) a professional engineer or geoscientist and experienced in geotechnical engineering, or
 - ii) a person in a class prescribed by the environment minister under subsection (9).

DISCUSSION:

Floodplain Management Bylaw No. 1743, 1994 is intended to reduce the risk of injury, loss of life, and damage to buildings and structures due to flooding. To that end, it establishes general Flood Construction Levels and Floodplain Setbacks for properties broadly by watercourse or water body that can easily be determined and should usually provide an acceptable level of safety.

Flood Construction Level is defined in the Bylaw as: *a Designated Flood Level plus Freeboard, or where a Designated Flood Level cannot be determined, a specified height above a Natural Boundary, Natural Ground Elevation, or any obstruction that could cause ponding.*

Designated Flood Level is the water level in a flood of magnitude reached once in a 200-year period. Freeboard is vertical distance added to Designated Flood Level to establish a Flood Construction Level. The Bylaw goes on in Part 4 (a)ii to specify a height above the Natural Boundary for Piercy Creek and other watercourses, but the definition of Flood Construction Level clearly mentions the alternative use of 200-year flood level estimation for a particular site, plus some vertical buffer, as the applicant proposes.

The City of Courtenay has received a signed and sealed engineer report, **Attachment No. 1**, showing and certifying that all three subject lots may be used safely for the intended purpose, with building elevations 0.5m above modelled 1:200 year flood levels. Allowing the requested lower construction elevations would reduce the amount of fill needed on the site, potentially allowing housing to be built at lower environmental cost and a lower financial cost that may affect home prices.

A Section 219 indemnity covenant can be required in order to protect the City from any liability in the event of damages resulting from flooding exceeding modelled 1:200 year levels plus 0.5m freeboard. *Local Government Act* Section 524 (8) states:

The granting of an exemption, and the exemption, under subsection (7) may be made subject to the terms and conditions the local government considers necessary or advisable, including, without limitation,

- (a) imposing any term or condition contemplated by the Provincial guidelines in relation to an exemption,
- (b) requiring that a person submit a report described in subsection (7) (b), and
- (c) requiring that a person enter into a covenant under section 219 of the *Land Title Act*.

FINANCIAL IMPLICATIONS:

There are no direct financial implications related to the processing of development applications as the fees are designed to offset the administrative costs.

ADMINISTRATIVE IMPLICATIONS:

The processing of development applications is included in the current work plan as a statutory component. This floodplain exemption application is a component of a phased subdivision project involving several individual development applications. Planning, development engineering and other City staff have been

involved in the review of the project and spent over 30 combined hours specifically on the floodplain exemption application.

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 and a Phase 6 development permit.

ASSET MANAGEMENT IMPLICATIONS:

No additional infrastructure is required for this application.

2019 – 2022 STRATEGIC PRIORITIES REFERENCE:

- Responsibility to provide services at levels which the people we serve are willing to pay
- ▲ Value community safety and support our protective services
- ▲ Support social, economic & environmental sustainability solutions
- ▲ Work with the business and development sectors to mutually improve efficiencies

OFFICIAL COMMUNITY PLAN REFERENCE:

4.10.2 Goals 5. To protect residents and property from hazards which may be associated with such environmental conditions as steep slopes (greater than 30%), floodplains, unstable soils and fire hazard lands (urban/wildland interface).

OPTIONS:

- OPTION 1:** **(Recommended):** Pass a resolution granting an exemption to Floodplain Management Bylaw No. 1743, 1994 Part 4 (a)ii, for Phase 4 single family home lots G and H and the Phase 6 Multi Family lot at 2650 Arden Road, subject to a Section 219 *Land Title Act* covenant being registered on the subject properties.
- OPTION 2:** Defer consideration of the floodplain exemption request pending receipt of further information.
- OPTION 3:** Not approve the floodplain exemption request.

Prepared by:



Mike Grimsrud
Planner 2

Reviewed by:



Ian Buck, MCIP, RPP
Director of Development Services

Attachments:

1. Attachment No. 1: Technical Memorandum

TECHNICAL MEMORANDUM



To Rich Feucht, P.Eng.	From Michael de Hart, P.Eng
Company City of Courtenay	Branch 2211 - Courtenay
Re The Streams Phase 4- 200yr Flood Construction Level Memorandum – Revision1	Date September 11, 2019
	File Number 2211-47258-03/ City File 3320-20-1805

This memorandum supersedes our April 10, 2017 document and has been revised per the City of Courtenay's August 29, 2019 email request. It is provided in support of a floodplain exemption application for the following development lots:

- Phase 4- Lot G & Lot H
- Phase 6- Multifamily Lot

This memorandum summarizes floodplain modeling results of the various Piercy Creek tributaries within/ immediately adjacent to The Streams development in Courtenay, BC. McElhanney Ltd. (McElhanney) utilized Geo-HecRas software to simulate the extents of the floodplain during the 1:200 year storm event. The floodplain was simulated with the existing ground surface and recently constructed pedestrian trail network. Based on model simulation results, the 1:200 year floodplain was not found to encroach on any of the proposed development lots. Further, it was found that the floodplain will not be affected by any lot grading changes within the development site.

Based on our calculations and estimations, we have established the upstream drainage area to be approximately 400 hectares. The estimated 1:200 year flow for Piercy Creek is 9.14m³/s near Arden Road, and 10.66m³/s after connecting with Tributary 7 near the eastern corner of the development site. **Figure 1** attached, illustrates the estimated extents of flooding adjacent to the development site during the 1:200 year flow.

Table 1 below, summarizes the required flood construction level per City of Courtenay Bylaw 1743 (Bylaw 1743), minimum building elevation per MMCD Section 4.6, and recommended flood construction level per this 1:200 year floodplain modelling.

Table 1: 1:200 Year Floodplain Calculation Summary

Phase/ Lot #	Watercourse Natural Boundary Elevation (m)	Flood Construction Level ¹ (m)	Modeled 1:200 Year Floodplain Elevation (m)	Recommended Floodplain Construction Elevation (m)	MBE Elevation ² (m)	Vertical Difference (m)
	A	B= A + 1.5m	C	D= C + 0.5m	E= C + 0.3m	F= B - D
Lot G	27.30	28.80	27.16	27.66	27.46	1.14
Lot H	28.09	29.59	28.20	28.70	28.50	0.89

Page 1

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FLOOD CONSTRUCTION LEVEL MEMORANDUM



Phase/ Lot #	Watercourse Natural Boundary Elevation (m)	Flood Construction Level ¹ (m)	Modeled 1:200 Year Floodplain Elevation (m)	Recommended Floodplain Construction Elevation (m)	MBE Elevation ² (m)	Vertical Difference (m)
Phase 6 Multifamily	23.93	25.43	24.30	24.80	24.60	0.63

Note 1- City of Courtenay Bylaw 1743, Part 4(a)(ii) specifies a flood construction level of 1.5m above Piercy Creek natural boundary elevation.
Note 2- MMCD Section 4.6 Minimum Building Elevation specifies a minimum elevation of 0.3m above the 1:200 year return period peak flood elevation.

Results indicate that the recommended flood construction levels are 0.5m higher than the predicted floodplain elevation during the 1:200 year storm. Further, the recommended flood construction level is 0.2m higher than the minimum elevation specified within MMCD Section 4.6. Given these results, we conclude that there is little risk of flood damage to homes built at or above these recommended elevations.

We request that the City of Courtenay accept the recommended floodplain elevations contained herein and that these elevations govern over Bylaw 1743 default elevations. As per Section 56, 2(b) of the community charter, we certify that these recommended construction levels will ensure the land may be safely used for the intended purpose.

Yours truly,

McElhanney Ltd.

M de Hart



Michael de Hart, P.Eng.

Reviewed by:

Derek Jensen

Derek Jensen, ASCT

Cc: Arden Developments, Wayne Rideout
City of Courtenay, Michael Grimsrud

REVISION HISTORY

Date	Status	Revision	Author
April 10, 2017	Final	original	Michael de Hart, EIT
September 11, 2019	Final	1	Michael de Hart, P.Eng.

LIMITATION

This report has been prepared for the exclusive use of Arden Development and the City of Courtenay. The material in it reflects the best judgement of the Consultant in light of the information available to the Consultant at the time of preparation. As such, McElhanney, its employees, sub-consultants and agents will not be liable for any losses or other consequences resulting from the use or reliance on the report by any third party.





THE CORPORATION OF THE CITY OF COURTENAY

STAFF REPORT

To: Council

File No.: 4320-20

From: Chief Administrative Officer

Date: October 7th, 2019

Subject: Structural Change to Liquor Licence Application (Crown Isle Golf Club) – 399 Clubhouse Drive

PURPOSE:

The purpose of the report is to obtain Council direction to request public input with respect to Crown Isle Golf Club's application for a structural change to expand the liquor primary licence to cover the entirety of a patio that is currently licensed partially liquor primary and partially food primary at the above referenced business location.

CAO RECOMMENDATIONS:

THAT, based on the October 7th, 2019 staff report, 'Structural Change to Liquor Licence Application (Crown Isle Golf Club) – 399 Clubhouse Drive', Council approve OPTION 1 and direct staff to post notice on the City's website requesting public input on Crown Isle Golf Club's proposed structural change application.

Respectfully submitted,

David Allen, BES, CLGEM, SCLGM
Chief Administrative Officer

BACKGROUND:

The applicant is making application for a structural change to their existing liquor licence to the Liquor & Cannabis Regulation Branch (LCRB) for the property at 399 Clubhouse Drive. The proposed change is to increase the liquor primary licensed area to include the entire patio area. This will expand the existing licensed capacity from 44 to 105. The subject patio is located at the rear of the clubhouse building (**Figure 1**) and is currently licensed partially as liquor primary, with permitted hours of operation of 11:00am to 1:00am (midnight Sundays); and partially as food primary, permitted to be open 9:00am (11:00am Sundays) to 11:00pm (midnight Sundays). If approved the entire patio would have hours of operation consistent with the existing liquor primary licence.

Pursuant to Section 38 (3)(c) of the *Liquor Control and Licensing Act*, the local government must gather the views of residents when the applicant has given the local government notice of the application. In order to gather the views of residents, the City will post notice of the application on the City's main website for two weeks.



Figure 1. Context

DISCUSSION:

The subject location is zoned Comprehensive Development One B (CD-1B), which permits the intended use. The applicant is not proposing to make changes or alterations to the building and is not subject to development permit requirements.

The total number of patrons and seating is not expected to change. The target licence type would require opening later (11:00am vs. 9:00am), but would allow closing later also (1:00am vs. 11:00pm every day but Sunday - midnight in either case). The patio is located at the southwest corner of the building, backing onto the golf course but largely unscreened from residences starting about 100m away. The later hours could increase noise nuisance for some of these residents; however, the patio section in question is directly adjacent to the existing liquor primary area (**Figure 2**), so perceived volume increases may be minimal.

- (d) the recommendations must include whether the application should be approved or rejected; and
- (e) the recommendations must include the reasons on which they are based.

With respect to the requirement in section 38 (3) (c) of the *Liquor Control and Licensing Act*, the current practice is to advertise a notice on the City's website. Staff consider that it will satisfy the requirements of the LCRB. Once Council receives public input on the application, a resolution addressing these points will be forwarded to the LCRB for final consideration.

FINANCIAL IMPLICATIONS:

There is no direct financial implication related to this application. The application fee for all types of liquor licence applications is \$500 plus GST.

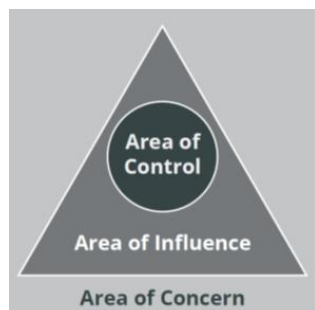
ADMINISTRATIVE IMPLICATIONS:

Administration of liquor licencing is included in the City's general statutory duties. To date, staff has spent four hours processing the application. It is anticipated an additional four hours will be required to complete the notification requirements, work with the applicant on the neighbours' concerns and bring a report back to Council.

ASSET MANAGEMENT IMPLICATIONS:

There is no direct asset management implication related to this application.

2019 – 2022 STRATEGIC PRIORITIES REFERENCE:



We focus on organizational & governance excellence

- Communicate appropriately with our community in all decisions we make
- Responsibly provide services at levels which the people we serve are willing to pay

● **Area of Control**

The policy, works and programming matters that fall within Council's jurisdictional authority to act.

OFFICIAL COMMUNITY PLAN REFERENCE:

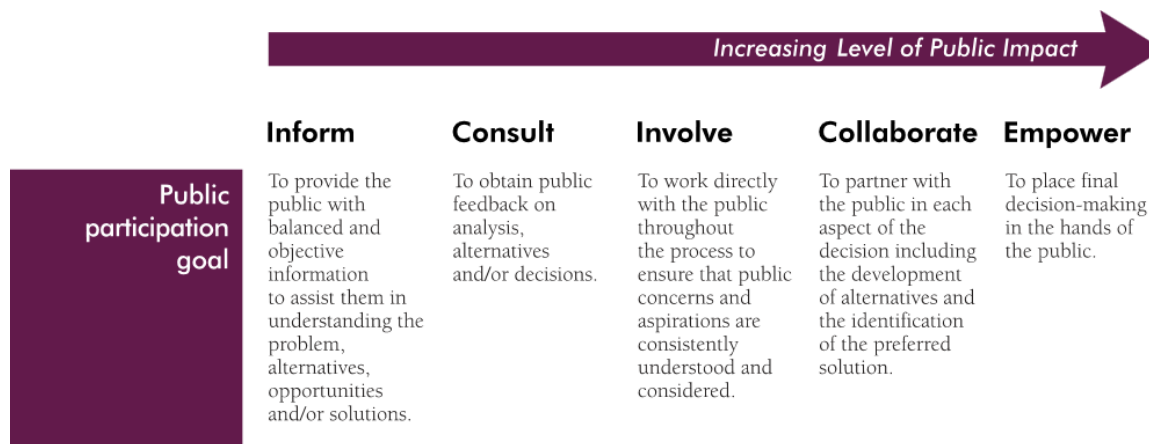
There is no direct reference related to this application.

REGIONAL GROWTH STRATEGY REFERENCE:

There is no direct reference related to this application.

CITIZEN/PUBLIC ENGAGEMENT:

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



The public comment gathering period will be open between October 8th and October 21st, 2019 on the City's website. Any comments received from the public and the standard referral procedure will be attached to the staff report for Council's final consideration at a future Council meeting.

OPTIONS:

- Option 1: Direct staff to publish notice on the City's website requesting public input on the proposed increase in patio area licensed as liquor primary for Council consideration at a future regular Council meeting. **(Recommended)**
- Option 2: Direct staff to obtain public input through an alternative method.
- Option 3: Direct staff not to proceed with the application and advise the LCLB that the City does not support the request.

Prepared by:

Mike Grimsrud
Planner 2

Reviewed by:

Ian Buck, MCIP, RPP
Director of Development Services



THE CORPORATION OF THE CITY OF COURTENAY

STAFF REPORT

To: Council
From: Chief Administrative Officer
Subject: Audit Service Plan for Year Ending December 31, 2019

File No.: 1680-01
Date: October 7, 2019

PURPOSE:

The purpose of this report is to obtain Council approval of the Audit Service Plan for the year ending December 31, 2019 as prepared by the firm of MNP LLP.

POLICY ANALYSIS:

Section 169 of the *Community Charter*, requires Council to appoint an auditor to conduct the annual municipal audit. To-date, MNP LLP is providing this service for the City. Canadian Auditing Standards 260 (CAS 260) 'communication with those charged with governance' is the current standard for auditing in Canada and requires the Auditors to communicate the following with Council:

- a) The audit and non-audit services the auditor is providing to the City and its related entities;
- b) The level of responsibility assumed by the auditor under generally accepted auditing standards; and,
- c) A summary of the audit approach.

EXECUTIVE SUMMARY:

The City's appointed auditors, MNP LLP have now prepared and submitted the Audit Service plan for the year ending December 31, 2019. Communicating this plan to Council is a requirement under Canadian Auditing Standards 260.

CAO RECOMMENDATIONS:

That based on the, October 7, 2019 staff report "Audit Service Plan for Year Ending December 31, 2019", Council approve OPTION 1 to receive the Audit Service Plan for the year ending December 31, 2019.

Respectfully submitted,

David Allen, BES, CLGEM, SCLGM
Chief Administrative Officer

BACKGROUND:

The Canadian Auditing Standards 260 (CAS260) 'communication with those charged with governance' as set by CPA Canada requires the appointment of auditors and the preparation and communication of the annual Audit Service Plan to Council.

DISCUSSION:

The City's appointed auditors, MNP LLP, have prepared and submitted this year's Audit Service plan following auditing standards as set in CAS Standard 260.

The plan documents the overall approach and the general arrangements for the conduct of the 2019 audit. Its intent is to assist Council in understanding both the scope of, and the approach to, the audit work, and to have MNP LLP report to Council on the results of their 2019 audit sometime in April 2020.

FINANCIAL IMPLICATIONS:

For 2019, the estimated audit fees are \$34,230; the 2019 fees are \$1,680 higher than those of 2018 due to inflation and 5% increase in MNP's wage costs. Details of the audit fees are on page 4 of the attached Audit Service Plan.

ADMINISTRATIVE IMPLICATIONS:

Preparation of the City's yearend documents, drafting of the 2019 financial statements and coordinating the annual municipal audit are significant statutory tasks for the Finance Department. The auditors will be commencing preliminary on-site audit work in late October 2019 with the goal of finalizing audit work in mid-April 2020.

STRATEGIC PRIORITIES REFERENCE:

The following 2019-2022 Council strategic priorities relate to the Audit Service Plan for the year ending December 31, 2019:

We focus on organizational and governance excellence

- Communicate appropriately with our community in all decisions we make
- Responsibly provide services at levels which the people we serve are willing to pay

- **AREA OF CONTROL:** The policy, works and programming matters that fall within Council's jurisdictional authority to act
- ▲ **AREA OF INFLUENCE:** Matters that fall within shared or agreed jurisdiction between Council and another government or party
- **AREA OF CONCERN:** Matters of interest that are outside Council's jurisdictional authority to act

OFFICIAL COMMUNITY PLAN REFERENCE:

2.1 Vision Statements:

"Committed to continued Excellence"

"Balance and ability to lead growth and provision of services"

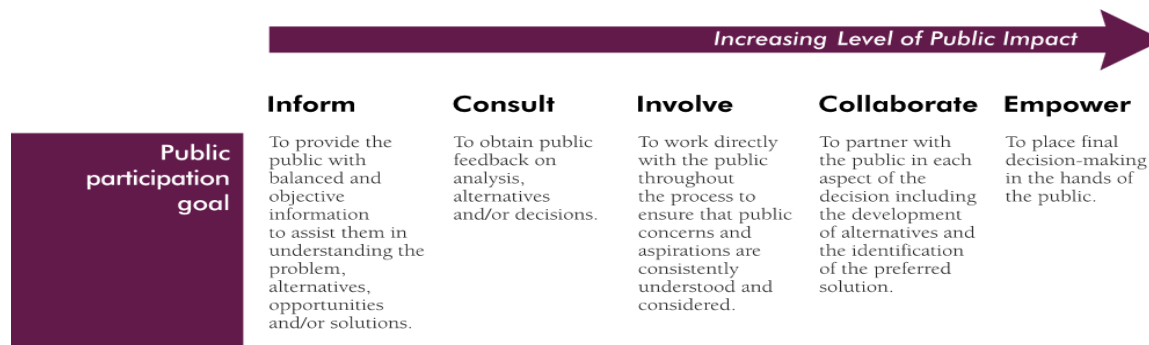
REGIONAL GROWTH STRATEGY REFERENCE:

N/A

CITIZEN/PUBLIC ENGAGEMENT:

Staff will **inform** through adoption of policy based on the IAP2 Spectrum of Public Participation:

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



OPTIONS:

Option 1: That Council approve proceeding with the 2019 Audit Service Plan for the year ending December 31, 2019 as prepared by MNP LLP. (RECOMMENDED)

Option 2: That Council not approve the 2019 Audit Service Plan, and request additional information.

Prepared by:

Renata Wyka, CPA, CGA
Manager of Finance

Concurrence:

Jennifer Nelson, CPA, CGA
Director of Financial Services

Attachment:

1. MNP LLP – the Corporation of the City of Courtenay, Audit Service Plan, for the year ending December 31, 2019

City of Courtenay
Audit Service Plan
Year Ending December 31, 2019
For presentation to the Mayor and Council

September 12, 2019

Members of Mayor and Council of City of Courtenay

Dear Mayor and Council:

We are pleased to present our Audit Service Plan for City of Courtenay (the "City"). In this plan we describe MNP's audit approach, our engagement team, the scope of our audit and a timeline of anticipated deliverables. We are providing this Audit Service Plan to Mayor and Council on a confidential basis. It is intended solely for the use of Mayor and Council and is not intended for any other purpose. Accordingly, we disclaim any responsibility to any other party who may rely on this report.

Our audit will include an audit of the City's consolidated financial statements for the year ended December 31, 2019, prepared in accordance with Canadian public sector accounting standards. Our audit will be conducted in accordance with Canadian generally accepted auditing standards.

At MNP, our objective is to perform an efficient, high quality audit which focuses on those areas that are considered higher risk. We adhere to the highest level of integrity and professionalism. We are dedicated to maintaining open channels of communication throughout this engagement and will work with management to coordinate the effective performance of the engagement. Our goal is to exceed Mayor and Council's expectations and ensure you receive outstanding service.

Our Engagement Letter has also been included along with this report. Our Engagement Letter is the formal written agreement of the terms of our audit engagement as negotiated with management and outlines our responsibilities under Canadian generally accepted auditing standards.

We look forward to discussing our audit service plan with you and look forward to responding to any questions you may have.

Sincerely,

A handwritten signature in black ink that reads "MNP LLP". The letters are stylized and connected, with a cursive-like flow.

MNP LLP
Chartered Professional Accountants

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OVERVIEW

To make strategic business decisions with confidence, your stakeholders and Mayor and Council of City of Courtenay need relevant, reliable and independently audited financial information. But that's not all. You need an audit team that can deliver insight beyond the numbers and enhance City of Courtenay's strategic planning and implementation processes so you can embrace new opportunities while effectively managing risk. Our senior team members have extensive knowledge of municipalities from many years of experience. Our audit strategy is risk based, and takes into account the limitations and opportunities you encounter each day, allowing our recommendations to be implemented with greater ease. Committed to your success, MNP delivers meaningful, reliable financial information to not only help you fulfill your compliance obligations, but also to achieve your key strategic goals.

Our Audit Service Plan outlines the strategy we will follow to provide City of Courtenay's Mayor and Council with our Independent Auditor's Report on the December 31, 2019 financial statements.

TOPICS FOR DISCUSSION

We are committed to providing superior client service by maintaining effective two-way communication.

Topics for discussion include, but are not limited to:

- Changes to your business operations and developments in the financial reporting and regulatory environment
- Business plans and strategies
- The management oversight process
- Fraud:
 - How could it occur?
 - Risk of fraud and misstatement?
 - Actual, suspected or alleged fraud?
- Documents comprising the annual report, and their timing of issuance
- Your specific needs and expectations
- Audit Service Plan
- Any other issues and/or concerns

KEY CHANGES AND DEVELOPMENTS

Based on our knowledge of the City and our discussions with management, we have noted the recent developments set out below. Our audit strategy has been developed giving consideration to these factors.

Issues and Developments	Summary
New reporting developments	PS 3280 Asset Retirement Obligations (New) PS 3400 Revenue (New)

Detailed information on Key Changes and Developments are included as Appendix A.

MNP'S AUDIT PROCESS

MNP's audit methodology, "The MAP", is a risk based audit approach that is divided into four separate stages: Pre-planning, Planning and Risk Assessment, Risk Response and Completion and Reporting. Our audit process focuses on significant risks identified during the pre-planning and planning and risk assessment stage, ensuring that audit procedures are tailored to your specific circumstances and appropriately address those risks.

Mayor and Council is responsible for approval of the consolidated financial statements and City policies, and for monitoring management's performance. Mayor and Council should consider the potential for management override of controls or other inappropriate influences, such as earnings management, over the financial reporting process. Mayor and Council, together with management, is also responsible for the integrity of the accounting and financial reporting systems, including controls to prevent and detect fraud and misstatement, and to monitor compliance with relevant laws and regulations.

Effective discharge of these respective responsibilities is directed toward a common duty to provide appropriate and adequate financial accountability, and quality financial disclosure.

Key responsibilities of MNP and management are outlined in the Engagement Letter (see attached). More detailed discussion about MNP's audit process is provided in Appendix B.

AUDIT MATERIALITY

Materiality is an important audit concept. It is used to assess the significance of misstatements or omissions that are identified during the audit and is used to determine the level of audit testing that is carried out. Specifically, a misstatement or the aggregate of all misstatements in consolidated financial statements as a whole (and, if applicable, for particular classes of transactions, account balances or disclosures) is considered to be material if it is probable that the decision of the party relying on the consolidated financial statements, who has reasonable understanding of business and economic activities, will be changed or influenced by such a misstatement or the aggregate of all misstatements.

The scope of our audit work is tailored to reflect the relative size of operations of the City and our assessment of the potential for material misstatements in the City's consolidated financial statements as a whole (and, if applicable, for particular classes of transactions, account balances or disclosures). In determining the scope, we emphasize relative audit risk and materiality, and consider a number of factors, including:

- The size, complexity, and growth of the City;
- Changes within the organization, management or accounting systems; and
- Concerns expressed by management.

Judgment is applied separately to the determination of materiality in the audit of each set of consolidated financial statements (and, if applicable, for particular classes of transactions, account balances or disclosures) and is affected by our perception of the financial information needs of users of the financial statements. In this context, it is reasonable to assume that users understand that financial statements are prepared, presented and audited to levels of materiality; recognize uncertainties inherent in the measurement of amounts based on the use of estimates, judgment and consideration of future events; and make reasonable economic decisions based on the financial statements. The foregoing factors are taken into account in establishing the materiality level.

We propose to use \$2,000,000 as overall materiality for audit planning purposes.

GROUP AUDIT

As group auditor, we are responsible for obtaining an understanding of City of Courtenay's components and their environments sufficient to identify those components that are significant due to either individual financial significance to the group or because it is likely to include significant risks of material misstatement of the group financial statements.

Professional standards require that we communicate the following information to you in relation to the group audit.

TIMING OF THE AUDIT

Based on the audit planning performed and areas of audit risks identified, the following timelines for key deliverables have been discussed and agreed upon with management:

KEY DELIVERABLE	EXPECTED DATE
Delivery of December 31, 2019 Audit Service Plan to Mayor and Council	September 2019
Interim procedures	October 29 & 30, 2019
Year-end fieldwork procedures	March 23 to 27, 2020
Draft year-end consolidated financial statements to be discussed with management	March 2020
Presentation of December 31, 2019 Audit Findings Report to the Mayor and Council	March 2020
Presentation of Management Letter to the Mayor and Council	April 2020
Issuance of Independent Auditor's Report	April 2020

AUDIT TEAM

In order to ensure effective communication between Mayor and Council and MNP, we outline below the key members of our audit team that will be responsible for the audit of City of Courtenay and the role they will play:

NAME	POSITION
Cory Vanderhorst, CPA, CA	Engagement Partner
Debbie Bass, CPA, CA	Concurring Partner
James Kungel, CPA, CA	Tax Partner
Graham Roberts, CPA, CA	Senior Manager

In order to serve you better and meet our professional responsibilities, we may find it necessary to expand our audit team to include other MNP professionals whose consultation will assist us to evaluate and resolve complex, difficult and/or contentious matters identified during the course of our audit. Any changes to the audit team will be discussed with you to ensure a seamless process and that all concerned parties' needs are met.

FEES AND ASSUMPTIONS

Our audit hours and fees for the year ended December 31, 2019 are estimated to be the following, exclusive of applicable taxes:

	DECEMBER 31, 2019 ESTIMATE	DECEMBER 31, 2018 ACTUAL
Base audit fee	32,600	31,000
Administrative - 5%	1,630	1,550
Total	34,230	32,550

If any significant issues arise during the course of our audit work which indicate a possibility of increased procedures or a change in the audit timetable, these will be discussed with management by the engagement partner so a mutually agreeable solution can be reached.

Pursuant to our billing policy, we will issue interim bills as follows:

- On delivery of the audit service plan 50% of the estimated fee
- At the start of year-end field work, 25% of the estimated fee
- Upon the delivery of the final financial statements and independent auditors' report, 25% of the estimated fee

AUDITOR INDEPENDENCE

An essential aspect of all our services to the City is an independent viewpoint, which recognizes that our responsibilities are to the Mayor and Council. While the concept of independence demands a questioning and objective attitude in conducting our audit, it also requires the absence of financial or other interests in the City. In accordance with our firm's policy, and the Rules of Professional Conduct, which govern our profession, neither MNP nor any of its team members assigned to the engagement or any of its partners, are permitted to have any involvement in or relationship with the City that would impair independence or give that appearance. As auditors, we subscribe to the highest standards and are required to discuss the auditor's independence with Mayor and Council on an annual basis. Under the standard an auditor shall:

- Disclose to Mayor and Council in writing, all relationships between the auditor and the City that in the auditor's professional judgment may reasonably be thought to bear on our independence;
- Confirm in writing that, in its professional judgment, MNP is independent within the meaning of the Rules of Professional Conduct of the Institute of Chartered Professional Accountants of British Columbia; and,
- Discuss the auditor's independence with Mayor and Council.

During the course of the audit, we will communicate any significant new matters that come to our attention that, in our professional judgment, may reasonably be thought to bear on our independence. At the completion of our audit, we will reconfirm our independence.

We look forward to discussing with you the matters addressed above. We will be prepared to answer any questions you may have regarding our independence, as well as any other matters of interest to you.

APPENDIX A – Key Changes and Developments

PS 3280 Asset Retirement Obligations (New)

In August 2018, new PS 3280 *Assets Retirement Obligations* was included in the CPA Canada Public Sector Accounting Handbook (PSA HB). The new PS 3280 establishes standards on how to account for and report a liability for asset retirement obligations (ARO). As asset retirement obligations associated with landfills are included in the scope of new PS 3280, PS 3270 *Solid Waste Landfill Closure and Post-Closure Liability* will be withdrawn.

The main features of this standard are as follows:

- An ARO represents a legal obligation associated with the retirement of a tangible capital asset.
- Asset retirement costs increase the carrying amount of the related tangible capital asset and are expensed in a rational and systematic matter.
- When an asset is no longer in productive use, the associated asset retirement costs are expensed.
- Measurement of the ARO liability should result in the best estimate of the amount required to retire a tangible capital asset at the financial statement date.
- Subsequent measurement of the ARO liability results in either a change in the carrying amount of the related tangible capital asset or an expense. The accounting treatment depends on the nature of the remeasurement and whether the asset remains in productive use.
- The best method to estimate the liability is often a present value technique.

This standard is effective for fiscal years beginning on or after April 1, 2021. Early adoption is permitted.

PS 3400 Revenue (New)

In November 2018, new PS 3400 *Revenue* was included in the CPA Canada Public Sector Accounting Handbook (PSA HB). The new PS 3400 establishes standards on how to account for and report on revenue by distinguishing between revenue arising from transactions that include performance obligations and transactions that do not have performance obligations. The main features of this Section are as follows:

- Performance obligations are enforceable promises to provide specific goods or services to a specific payor.
- Performance obligations can be satisfied at a point in time or over a period of time.
- The new standard outlines five indicators to determine if the revenue would be recognized over a period of time.
- Revenue from a transaction with a performance obligation(s) is recognized when, or as, the entity has satisfied the performance obligation(s).
- Revenue from transactions with no performance obligation is recognized when a public sector entity has the authority to claim or retain an inflow of economic resources and a past event that gives rise to a claim of economic resources has occurred.

Further editorial changes have also been made to other standards as a result of the issuance of PS 3400.

This Section is effective for fiscal years beginning on or after April 1, 2022. Early adoption is permitted.

APPENDIX B – The Audit Process

Our Plan

Our overall audit strategy is risk-based and controls-oriented. Assessment and identification of risk is performed continuously throughout the audit process. We focus on the risks that have a potential impact on the financial accounting systems and subsequent financial reporting.

Our overall audit strategy does not, and is not intended to involve the authentication of documents, nor are our team members trained or expected to be experts in such authentication. Unless we have reason to believe otherwise, we accept records and documents as genuine. The subsequent discovery of a material misstatement resulting from fraud does not, in and of itself, indicate a failure to comply with Canadian generally accepted auditing standards.

Audit Procedures

To meet our responsibilities in accordance with Canadian generally accepted auditing standards, our audit examination includes:

- Obtaining an understanding of the entity and its environment, including its controls, in order to identify and assess the risk that the consolidated financial statements contain material misstatements due to fraud or misstatement;
- Assessing the adequacy of and examining, on a test basis, the key controls over significant transaction streams and over the general organizational and computer environments;
- Assessing the systems used to ensure compliance with applicable legislative and related authorities pertaining to financial reporting, revenue raising, borrowing, and investing activities;
- Examining, on a test basis, evidence supporting the amounts and disclosures in the consolidated financial statements;
- Assessing the appropriateness and consistency of accounting principles used and their application;
- Assessing the significant estimates used by management; and,
- Assessing the entity's use of the going concern assumption in the preparation of the consolidated financial statements.

As part of our planning process, we will also undertake to inform Mayor and Council of concerns relating to management's implementation and maintenance of controls, and the effects of any such concerns on the overall strategy and scope of the audit. These concerns might arise from the nature, extent and frequency of management's assessments of controls in place to detect fraud and misstatement, and of the risk that the consolidated financial statements may be misstated; from a failure by management to appropriately address significant deficiencies in controls identified in prior audits; and, from our evaluation of the City's control environment, and management's competence and integrity.

As auditors of group financial statements, our involvement in the work to be performed by the component auditors on significant components will include:

- Discussing with the component auditors or component management the component's business activities that are significant to the group;
- Discussing with the component auditor the susceptibility of the component to material misstatement of the financial information due to fraud or misstatement;
- Reviewing the component auditors' documentation of identified significant risks of material misstatement of the group financial statements; and
- Discussing significant matters arising with the component auditor, component management or group management, as appropriate.

Overall Reliance

In general, there are three levels of reliance that we can place on controls, or the absence thereof:

APPENDIX B – The Audit Process *(continued from previous page)*

Low/None – where we cannot rely on controls because they are weak or absent, or where it is deemed to be more efficient to carry out a high level of direct substantive tests of transactions and balances. Audit evidence is primarily obtained through detailed verification procedures and sufficient substantive tests of details and transactions.

Moderate – where there are some deficiencies in systems application or procedural controls, or where it is deemed to be inefficient to test systems application controls, but where we can test and rely on the management monitoring systems in place to detect and correct material misstatements in the financial reporting systems. Testing of controls is supplemented with a moderate level of substantive tests of details and transactions.

High – where a high degree of control is in place in the areas of management monitoring controls AND systems application and procedural controls. Our audit work focuses on testing both management monitoring and systems application and procedural controls, and is supplemented with a low level of substantive tests of details and transactions.

For the December 31, 2019 audit, we are planning to place low/no reliance on the City's accounting systems. This level of reliance is consistent with the prior year, and will involve mainly substantive tests of transactions and balances. The amount of substantive work will be reduced for cycles where there are controls in place that MNP can test and rely on.

As part of our audit work we will update our understanding of the entity and its environment, including the controls relevant to our audit of the principal transaction cycles, sufficient to identify and assess the risks of material misstatement of the consolidated financial statements resulting from fraud or misstatement. This will be accomplished through inquiries with management and others within the entity, analytical procedures and observation and inspection. Furthermore, we will consider whether effective controls have been established to adequately respond to the risks arising from the use of IT or manual systems and test the operation of those controls to an extent sufficient to enable us to reduce our substantive work. Our review of the City's controls will not be sufficient to express an opinion as to their effectiveness or efficiency. Although we will provide Mayor and Council with any information about significant deficiencies in internal control that have come to our attention, we may not be aware of all the significant deficiencies in internal control that do, in fact, exist.

Use of Specialists

To obtain sufficient appropriate audit evidence to support our opinion, we intend to solicit the assistance of the City's Actuary. By communicating with the actuary and confirming the level of work performed by the actuary, the specialist will form part of our audit strategy in relation to employee future benefits.

We have sole responsibility for the audit opinion being expressed, and that responsibility is not reduced by our use of a specialist. We will, in accordance with Canadian generally accepted auditing standards, evaluate the competence, capabilities and objectivity of any specialists we employ to ensure their work is adequate for our purposes.

Inherent Limitations in the Auditing Process

An auditor cannot obtain absolute assurance that material misstatements in the consolidated financial statements will be detected due to factors such as the use of significant judgment regarding the gathering of evidence and the drawing of conclusions based on the audit evidence acquired; the use of testing of the data underlying the consolidated financial statements; inherent limitations of controls; and, the fact that much of the audit evidence available to the auditor is persuasive, rather than conclusive in nature.

APPENDIX B – The Audit Process *(continued from previous page)*

Because of the nature of fraud, including attempts at concealment through collusion and forgery, an audit designed and executed in accordance with Canadian generally accepted auditing standards may not detect a material fraud. While effective controls reduce the likelihood that misstatements will occur and remain undetected, they do not eliminate that possibility. Therefore, the auditor cannot guarantee that fraud, misstatements and non-compliance with laws and regulations, if present, will be detected when conducting an audit in accordance with Canadian generally accepted auditing standards.

The likelihood of not detecting material misstatements resulting from management fraud is greater than for employee fraud, because management is in a position to manipulate records, present fraudulent information or override controls.

We will inform the appropriate level of management or Mayor and Council with respect to identified:

- Misstatements resulting from errors, other than clearly trivial misstatements;
- Fraud, or any information obtained that indicates that fraud may exist;
- Evidence obtained that indicates non-compliance or possible non-compliance with laws and regulations, other than that considered inconsequential;
- Significant deficiencies in the design or implementation of controls to prevent and detect fraud or misstatement; and
- Related party transactions that are not in the normal course of operations and that involve significant judgments made by management concerning measurement or disclosure.

Our concern as auditors is with material misstatements, and thus, we are not responsible for the detection of misstatements that are not material to the consolidated financial statements taken as a whole.

From: "Judith Conway" <jgconway@shaw.ca>

Date: July 5, 2019 at 11:21:42 AM PDT

Subject: FW: HOPE display

Courtenay Mayor and Council

I would like to thank you on behalf of myself, HOPE and so many others in raising awareness in the midst of this overwhelming crisis. Courtenay was the first city to show community matters by allowing the HOPE display to be set up at the Courtenay airpark.

Since the HOPE display was set up in Courtenay it has been at a couple of locations including, substance use conferences, Jack Poole Plaza in Vancouver and is currently on display for a three week period at Christ Church Cathedral in Victoria. Christ Church also brought in speakers including Dr. Richard Stanwick, Chief Medical Health Officer for Vancouver Island and Leslie McBain from MSTH (Moms Stop The Harm). The display will be up in Victoria until July 8th. All this in mind, the City of Courtenay were the first to say yes.

The response while up at the Courtenay Airpark was a great success. Each time I went to check on the display, I talked with many people. Most telling me their stories of loved ones who are suffering or who have died. I was also surprised at the amount of nurses, other medical professionals and grandparents I met scared for their young grandchildren. Everyone I saw added ribbons or names to the hearts.

The day I was taking the display down I had several people approach me telling me they were sad to see it leaving the airpark expressing how important it was for awareness and healing. That alone tells me we have a long ways to go.

Courtenay Mayor and Council are a part of the solution by allowing this visual display of numbers affected and facts about the crisis. It is a start to breaking down the barriers of the shame and stigma which is the silent killer. My hope through the visual display is to bring community together, normalize conversation and take action. I am proud the City of Courtenay is a part of the movement required to bring forth the devastation that is happening all around us.

Thank you very much for your support.

Judith Conway

September 9, 2019

Dear Mayor and Council,

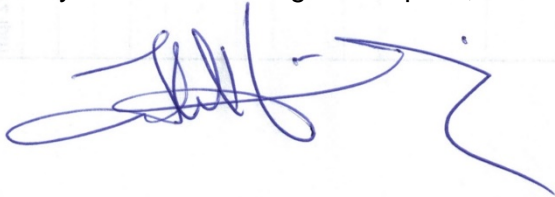
Comox Valley Project Watershed Society is requesting that the rental fees for the Native Son's Hall be waived on May 2, 2020 for an event to raise funds for Kus-kus-sum. The event, Paintings, By the Numbers, will take place on the afternoon of the 2nd from 2 pm to 5 pm. We will need the hall rented for the entire day as we will start setting up from 9am onwards and will finish tearing down around 7:00pm. The City of Courtenay is a partner in the Kus-kus-sum project and your assistance in this manner will help us reach our shared goals of purchasing and restoring this land in the heart of our community.

Our fundraising goal for this event is to raise \$25,000 to help make our last payment to Intefor for the Kus-kus-sum property at the end of June. Our community is coming together to make this event a success. Ken Kirkby and Nana Cook, nationally renowned painters, have donated 50 paintings worth over \$100,000 as well as their tried and true event plan. They have run this event successfully in the past. A local photographer donated his time to capture all 50 images for publications related to this event. Odium Brown is sponsoring the event along with various local food and beverage vendors and more will come on board as we get nearer to the event.

Unfortunately, our \$1 million application to the Federal Government has been denied. Now more than ever we are in a position where we need to make every dollar count to make up those funds. This will be the last big push to raise the funds we need to purchase the Kus-kus-sum property by June 30, 2020.

We would greatly appreciate support from the City of Courtenay in the form of waived fees for the hall rental. In recognition of your support the City of Courtenay will be mentioned in our event media release as a sponsor, the City crest will go on all publications regarding the event and the City will be thanked at the event.

Thank you for considering this request, we hope to hear from you shortly.



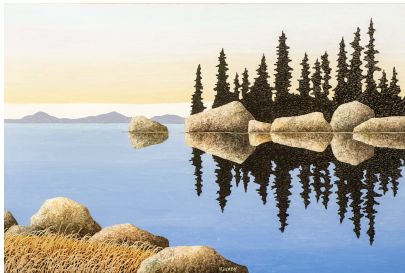
Bill Heidrick
Vice-Chair
Comox Valley Project Watershed Society



Paintings, By Numbers



An exclusive event of drawing for Paintings
Supporting Art and Environment
— On the Afternoon of May 2, 2020 —



A captivating evening that appeals to greed and uses it for good

Sponsored by Odlum Brown
Art Donated by Ken Kirkby & Nana Cook

MORE INFO

projectwatershed.ca/paintingsbythenumbers

250-703-2871 | support@kuskussum.ca | projectwatershed.ca



Paintings, By Numbers

Sponsored by Odium Brown

Goal: To raise funds and awareness for the purchase and restoration of Kus-kus-sum through the engaging and powerful medium of art and the promise of getting a great deal.

Synopsis: Ken Kirkby and Nana Cook have donated 43 of their paintings and seven from their collection for a semi-formal gala event. Each painting is worth between \$1,500 and \$4,000. 50 ART DRAW tickets at \$500 each will be presold for the event (ART DRAW ticket holders may bring 1 guest). Tickets to attend the event as an onlooker will be \$15. Each ticket will have a number, the numbers will be put into a hat and drawn at random. Once a number is drawn the corresponding ticket holder has a few minutes to choose a piece from the selection that remains. Ticket holders may form alliances, trade with others, negotiate deals etc...

Easy Street Duo will provide live upbeat music. Delicious locally made hors d'oeuvres and wine will be available to enjoy this afternoon of art ardor.

Artworks by: Ken Kirkby, Nana Cook, Amanda Jones, Christian Morrisseau.

Tickets: and additional information will be available at www.projectwatershed.ca/paintingsbythenumbers

September 18, 2019

To: **Mayor Wells and Council**
City of Courtenay – 830 Cliffe Ave, Courtenay, BC

Dear Mayor Wells and esteemed members of Council,

Attached for your consideration are documents pertaining to a proposal to change the exterior colour scheme of the Sid Williams Theatre. The current buff/tan colour has been in place since 2000. Some walls have been repainted more recently, some walls have deteriorated and need more work. This idea arose to coincide with City Works Dept's plan to repaint some or all of the theatre's exterior this Summer or Fall weather and funds permitting for purposes of upkeep.

The current colour was not popular with theatre users and the public at the time it (during 1999-2000 renovations of the theatre), being seen as too dull for a performing arts facility.

We have done some research within our organization staff and Board, and with other downtown cultural and business partners. The response to selecting a more vibrant colour scheme was very positive. Working with the designers who created our brand and other visual materials in and on the theatre, we created 7 versions of a new look for the Sid's exterior, and polled our group to rank their preferences. Attached are the top 3 choices in order of most votes.

Consider that, even if some love and some hate the bold pink colouring of the Tidemark Theatre, it does make the "think pink" theatre stand out; adding that to the spider sculptures on the adjacent building, has made the Tidemark one of the most photographed/selfie-d buildings in Campbell River. It's time the Sid stepped up and took its rightful visual place as a vibrant and diverse performing arts centre, and a focal point for downtown culture and entertainment.

We understand that the stronger colours might represent a price increase compared with the intended repaint with the current colour, and in that case that the plan would be to phase the repainting, with the Cliffe and 5th street faces painted this year, and the Jubilee and Filberg/back faces being painted next year. We fully support a phased approach, should it be needed.

At this time, we request that Council direct City Staff to work with the SWTS in determining a final paint option, and include any appropriate required public consultation in this process. Thank you for your consideration. We are looking forward to working with you on this project.

Respectfully submitted,



Deborah Renz – General Manager – SWTS

cc. Darryl Calnan – President SWTS, and SWTS Board of Directors

cc. David Snider – Recreation and Cultural Services – City of Courtenay

August 30, 2019

PROPOSAL TO THE CITY OF COURTENAY A FLARE FOR THE DRAMATIC!

To change the current colour of the exterior paint on the Sid Williams Theatre.

REASON FOR CHANGE

Existing paint is nearly 20 years old and despite patching and some selective repainting is worn out and in poor appearance and condition.

The existing colour is very bland. While the neutral colour is likely low maintenance, it is not the best fit for this building, and what the building is used for. New commercial, public and residential buildings in our community are starting to emerge with upbeat themes (eg. Comox Valley Hospital).

GOAL/VISION

The Sid Williams Theatre is a vibrant community cultural and performing arts centre. Our programming and rental usage hosts a wide variety of performers and genres. "The Sid" is also a landmark at a major intersection. As a landmark the building's appearance should be bold and innovative, not nondescript and dull.

The colour scheme we are proposing reflects the diverse and creative programming and usage of the theatre, the eclectic and vibrant downtown shopping/dining/retail district, and the growing economic/destination impact of the downtown cultural district featuring the theatre, museum, art gallery and arts council.

BACKGROUND

Before the theatre building was renovated in 1999, there was a colourful mural across the front of the theatre facing 5th street and a large "theatre mask" burgundy and gold clock facing Cliffe.

During the reno-process, there was a lot of community consultation regarding the operation and use of the theatre once it re-opened (via a City-Council appointed Theatre Advisory Committee) but very little consultation regarding the building's appearance. The colour decision was primarily made by the architectural firm who handled the renovation (Marshall Fisher).

The neutral colour was instantly unpopular, and to this day theatre staff still receive complaints about it. The SWTS has subsequently added large colourful posters and window banners to liven up the façade, but the sandy/neutral colour is still there, diluting the energy of the more creative display materials.

COMMUNITY INPUT

From the moment the theatre re-opened in 2000 we have received complaints about the theatre's colour (ugly, dull, bland, boring, etc). Realistically, any colour chosen will appeal to some and not to others; but long-time staff (25 years+) can't recall one compliment about the current colour.



We have been reaching out to our cultural and community-partner organizations with the idea of brightening up the theatre façade with a new colour scheme connected to the SWTS brand; so far the response to the colour change proposal has been strongly positive. The most common answers to the question: “what kind of look would you want for the theatre”?

=FUN =BRIGHT =ARTSY =BOLD =UPBEAT =OUT-THERE =WILD =NEW = FRESH =FAR-OUT

REGION

Like the Tidemark Theatre in Campbell River, which is one of the most photographed buildings in that community (owing to it’s striking pink colour and the huge spider sculptures on the adjacent building), the Sid should have some wow factor at one of the valley’s major intersections. The City and downtown businesses alike are promoting the diversity and vibrancy of our downtown. This is an opportunity to make a bold statement supporting that “vibe”.

From the number of “Selfie” pictures featuring the Tidemark Theatre on Facebook and other Social Media sites, we can imagine the impact of a strong and exciting expression of colour on our theatre’s exterior.

COST AND LONGEVITY

If the City has already budgeted for a maintenance repainting of “The Sid”, this would be the most opportune time to change colours. The new colour scheme does not preclude future exterior artwork, lighting or murals. The SWTS would assist the City in developing media information to support the new colour scheme to release to the public to build excitement during the painting and after completion.

The underlying stucco is not in good condition, so we would not in any case expect 20 years out of this paint layer. This could be viewed as a transitional motif

FUTURE

From the SWTS own Strategic Plan, to cultural planning by the City, and future valley economic/growth visioning, **raising the profile of arts and cultural as a “driver” of prosperity and healthy growth is a common theme.**

Repainting the Sid in innovative, vibrant, exciting colours that reflect the energy and diversity of our community is an indicator of our dreams (and direction) for the future.

In the City of Courtenay “Playbook” for **downtown revitalization** (where we sourced the graphic below) all of the artist renderings are in bright, bold, splashy colour. This eye-catching approach is both a theme and a statement.

Repainting the Sid with bold colours is a timely way to put this statement into action at a major downtown intersection.

Think of the wow factor!





SID STAFF AND BOARD RANKING OF COLOUR VERSIONS

- First Choice: Version 6 (but switch merlot on East wall, goldenrod on veterans wall)
- Second Choice: Version 4 (alt striping w. red/top; merlot East wall, goldenrod vets wall)
- Third Choice: Version 3
 - Runners up:
 - Fourth Choice: Version 5
 - Fifth Choice: Version 7
 - Sixth Choice: Version 1
 - Least Preferred: Version 2

ATTACHMENTS Digital Renderings of the new color schemes:

- Version 1 - SWTS all brand colours,
 - Version 2 – All brand blue,
 - Version 3 – Two-tone blue/grey
 - Version 4 – Deeper saturation of brand colours with alternate stripe version
 - Version 5 – Blue and stripes introducing a Navy-Blue stripe
 - Version 6 – Brand colours (deeper) with vertical stripes on Cliffe face
 - Version 7 – Brand colours with saturation into primary colours
- In addition to the notes above with versions 6 and 4, to avoid use of a possibly controversial red colour on the veterans memorial display wall, both designers suggested the possibility to only paint 3 walls of the Sid this Fall (Cliffe face, 5th face and East face) and leave the veterans display wall as is. This section was more recently repainted and is in better condition. This would offer some cost saving and allow future consultation with veteran groups before changing the colour on that particular wall.
 - Letters of support:
 - Comox Valley Art Gallery
 - C.V. Arts / Comox Valley Community Arts Council
 - Downtown Courtenay Business Improvement Association

Respectfully submitted: Deborah Renz, SWTS Management Team, Board of Directors

Special Thanks to: Aaron Heppell, Brand and Bridge; Neil Havers, Havers Design.



Front of theatre - from Cliffe Avenue



Front of theatre - from 4th Street and Cliffe Avenue



Side of theatre - from Jubilee Square parking lot



Rear of theatre - from Filberg Centre parking lot



Front of theatre - from 5th Street and Cliffe Avenue



Front of theatre - from Cliffe Avenue



Front of theatre- from 4th Street and Cliffe Avenue



Side of theatre- from jubilee Square parking lot



Rear of theatre- from Filberg Centre parking lot



Front of theatre- from 5th Street and Cliffe Avenue



Front of theatre - from Cliffe Avenue



Front of theatre- from 4th Street and Cliffe Avenue



Side of theatre- from jubilee Square parking lot



Rear of theatre- from Filberg Centre parking lot



August 21, 2019

To Mayor Wells, Council and the City of Courtenay staff,

On behalf of the Comox Valley Community Arts Council, I would like to express our endorsement of the Sid Williams Theatre's request for a more vibrant exterior colours that incorporate the brand expansion of the organization.

We have an important relationship with the Sid and believe their commitment to our community is of vital importance. We engage with them in a variety of ways: partnering on programming, engaging our community in participation, and advocacy for arts and culture within our region. Theatres are critical gathering spaces and require continued development of the look, the brand, and engagement with contemporary and innovative arts practice to ensure that they are relevant. We also encourage development of public art onsite at the theatre and CVA is happy to support and/or partner in developing that program.

Comox Valley Arts is the central community agency that supports, promotes and celebrates a vibrant inclusive arts community between the areas of Fanny Bay and Oyster River. Since 1965, Comox Valley Arts has acted as an advocate for arts and culture in the Comox Valley, actively educating and promoting the Comox Valley as a creative and dynamic arts producing center. We offer a wide range of opportunity's for community members to gather, celebrate and engage with one another and involve local artists and performers in our events and provide support to those who are pursuing higher artistic excellence. CVA's services support groups and individuals involved in community and professional theatre, dance, symphony, visual and digital arts, as well as agencies dedicated to the promotion of these arts through festivals and special events. We work in partnership with heritage groups and museums, cultural societies and community groups who provide a wide range of support services, as well as municipal government and economic development agencies.

We encourage you to support the request of the Sid Williams Theatre. Please do not hesitate to contact us is you have any further questions.

Thank you for your consideration,



Dallas Stevenson, Executive Director

On behalf of the Board of Directors of Comox Valley Arts



580 DUNCAN AVENUE
COURTENAY BC V9N 2M7

PHONE 250.338.6211
GALLERY TUES-SAT 10-5
SHOP MON-SAT 10-5

August 20, 2019

Attn: City of Courtenay

This letter is to express the Comox Valley Art Gallery's support for the Sid Williams Theatre's proposed new building colour scheme. The proposed scheme, in which each side of the building is painted a different colour in-line with the organization's core graphic/logo design will, we believe, bring new energy and vibrancy to the downtown core, and set the theatre apart as a dynamic creative space. We are excited to see this change.

Sincerely,

A handwritten signature in black ink, appearing to read 'S. Karsten', written in a cursive, flowing style.

Sharon Karsten – Director, Comox Valley Art Gallery



**DOWNTOWN
COURTENAY**

EXPERIENCE MORE

PRESIDENT

Jenny Deters
Design Therapy Inc
250-338-0211

VICE-PRESIDENT

Mackenzie Gartside
Select Mortgage
250-331-0800

TREASURER

Laurel Koorn
MNP
250-338-5464

RECORDING SECRETARY

Lorna Hughes
Cardero Coffee & Tea
250-338-2519

DIRECTORS

Abel O'Brennan
Engel & Volkers VI North
250-203-1377

Allison Bligh
Nootka Marine Adventures
1-877-337-5464

Jorden Marshall
Hot Chocolates and
Cakebread Bakery
250-338-8211

Lyndsey Bell
Big Foot Donuts
250-871-6603

Margaret McKenzie
Hitec Brazen Sportswear
250-334-3656

Sandra Viney
Atlas Café
250-338-9838

Sean Ferguson
Runge's Deli
250-650-5488

Steve Stewart
Edible Island Whole Foods
250-334-3116

EXECUTIVE DIRECTOR

Catherine Thompson
info@downtowncourtenay.com

August 21, 2019

Dear Sid Williams Theatre Society Board, the City of Courtenay Mayor, Council and Cultural Services Staff,

On behalf of the Downtown Courtenay Business Improvement Association, we would like to express our support for the change of colour being proposed for the Sid Williams Theatre. As a vibrant downtown cultural facility and an iconic landmark at one of the busiest intersections in the valley, we agree that the Sid's colours should be bold, creative and inviting.

The exterior of this landmark should reflect not only the diversity of the facility and the many performances it offers, but also the diversity and energy of our downtown. The City of Courtenay has already supported many initiatives to improve the appearance and vitality of our downtown core. We believe that refreshing the look of the Sid would add another boost of energy to downtown.

The Tidemark Theatre in Campbell River is one of the most photographed buildings in that community, due to the bold pink colour and the huge spider sculptures on the neighbouring building. We think it would be great if the Sid became another "selfie" destination with it's bright new colours.

We also believe the new colours that they have selected are fitting for the Sid as they are similar to the Centennial Logo colour scheme that the City chose in 2015.

Lastly ... our tagline for Downtown Courtenay is "Experience More" and the Sid's tagline is "Come and See". The proposed new colour scheme for the Sid expresses both of these invitations. We are very excited to support this proposal!

Sincerely,

J. Deters

Jenny Deters,
President
Downtown Courtenay Business Improvement Association

Downtown Courtenay Business Improvement Association
#203 – 580 Duncan Ave. Courtenay BC V9N 2M7
downtowncourtenay.com



October 1st, 2019

Dear City of Courtenay Mayor and Council,

We are writing to you on behalf of community outreach workers who form the core group of the Comox Valley Coalition to End Homelessness - Homelessness Response Team (HRT). We are appealing to the City of Courtenay to allow us to use a city-owned building to pilot a seasonal warming centre for the homeless during the cold-weather months.

A seasonal warming centre located in a city-owned building (such as the site previously identified and discussed with Coalition Leadership as a potential space for a permanent drop-in centre) would provide a much-needed space for our homeless community members to safely get out of the cold weather during the day, while taking pressure off of other local community spaces, such as the Courtenay library and the Lewis Recreation Centre which often act as informal warming centre spaces.

We are asking for a space to use 'as-is', without the need to make changes or renovations for a temporary period of 6-7 months. In order to staff the space, the Coalition has applied for SPARCBC's Homeless Community Action Grant to cover the wages of 2 coordinators to be on site to ensure safety and behavioural codes of conduct are followed during operational hours. Our fiscal host agency, the Comox Valley Transition Society, can carry the liability as they also operate the Connect Drop-In program.

During this temporary period, we identified the option to move the Connect drop-in program (normally held in the meeting room at the Courtenay Library twice a week) to the warming centre space to provide a little respite for the Library. The focus of the Connect Program is to improve self-sufficiency & a sense of belonging for homeless or at-risk individuals. The program achieves this by providing access to social connection, literacy & education opportunities, referrals to community agencies, as well as food, housing & living supports and has been operating successfully for 3 years.

As we write this letter today, the long-range forecast predicts that this winter will be unusually cold and wet. When the temperature drops, warming centers are staples of many other BC communities, and the HRT has witnessed a growth in the homeless population in Courtenay, meaning existing social services will not be enough this winter to keep people safe and out of the cold during the day-time. We are asking for your support; without it, we will not be able to provide a necessity to those who are continually marginalized in our community during this housing crisis.

We look forward to discussing options with you. We invite members of City of Courtenay council and staff to discuss further, with the Coalition Leadership and Homelessness Response teams.

Should you have any questions or would like to connect to discuss details of this request further, please contact Coalition coordinator, Andrea Cupelli at comoxvalleyhousing@gmail.com or 250-897-6432.

In community,

A handwritten signature in black ink, appearing to read "Andrea Cupelli", with a stylized flourish at the end.

Andrea Cupelli - Coordinator for the Comox Valley Coalition to End Homelessness
on behalf of the Homelessness Response Team



THE CORPORATION OF THE CITY OF COURTENAY

BRIEFING NOTE

To: Council
From: Chief Administrative Officer
Subject: Draft Asset Management Bylaw Update

File No.: 1670-01
Date: September 19, 2019

ISSUE:

This Briefing Note is intended to provide council members – prior to their departure for the 2019 UBCM Conference – with an update on progress toward their objectives on this subject.

BACKGROUND:

At its Regular Meeting of March 2nd 2019, Council carried a motion directing staff to draft an Asset Management Bylaw that will incorporate the principles of Council's existing Asset Management Policy and additionally require that full life-cycle costs be taken into account when making decisions regarding renewal, upgrade and acquisition of Tangible Capital Assets.

Because this will be the first Asset Management Bylaw adopted in British Columbia, it has been critical to carefully draft the content so it will not exceed Council's authority; identify the legal foundation(s) of the intent; and ensure it will not come into conflict with other City bylaws or existing legislation.

KEY CONSIDERATIONS:

1. The draft bylaw will be presented for 1st Reading and discussion in early October 2019;
2. Legal review is complete, but if substantively altered it should be again reviewed before adoption;
3. If Council so chooses, this sequence will allow sufficient time for the Asset Management Bylaw to be adopted in advance of considering the 2020-2024 draft five-year financial plan; and
4. The attached example bylaw is provided for information only and has no legal effect.

Prepared by:

David W. Love, CD, BA, LGM(Dip), MM, PE, PCAM
Senior Advisor, Strategic Initiatives

Approved by:

David Allen, BES, CLGEM, SCLGM
Chief Administrative Officer

Attachment: 1

Draft Asset Management Bylaw, Lidstone & Company Law Corporation, 2019-09-19

THE CORPORATION OF THE CITY OF COURTENAY

BYLAW NO. 2981

A bylaw to provide for an asset management program aimed at sustainable service delivery

WHEREAS Council wishes to promote best practices in asset management at the local government level, including by supporting the work of Asset Management BC and the standards set by NAMS Canada;

WHEREAS the City of Courtenay is a host community for a pilot project of the Municipal Natural Assets Initiative;

AND WHEREAS Council has previously provided for asset management within the Corporation of the City of Courtenay by means of Council Policy 1670.00.02;

NOW THEREFORE the Council of the City of Courtenay enacts as follows:

Citation

1. This bylaw may be cited for all purposes as “*Asset Management Bylaw No. 2981, 2019*”.

Definitions

2. In this bylaw:
 - (a) “**Asset Management**” means the systematic and coordinated activities and practices of an organization to optimally and sustainably deliver on its objectives through the cost-effective lifecycle management of Tangible Capital Assets;
 - (b) “**Asset Management Plan**” means a long-term plan that outlines assets, asset conditions, levels of service, asset and service risks, activities and programs for each service area, and resources required to provide a defined level of service in the most cost-effective way;
 - (c) “**Asset Management Program**” means a corporation-wide program for the management of the City’s Tangible Capital Assets aimed at achieving Sustainable Service Delivery;
 - (d) “**Chief Administrative Officer**” means the Chief Administrative Officer of the City or a person designated to act in the place of the Chief Administrative Officer;
 - (e) “**City**” means the Corporation of the City of Courtenay;
 - (f) “**Council**” means the Council of the City;

- (g) **“Full Lifecycle Cost”** means the total cost of a Tangible Capital Asset throughout its life, including planning, design, construction, acquisition, operation, maintenance, rehabilitation, and disposal;
- (h) **“Natural Assets”** means the stocks of natural resources or ecosystems that have the potential to contribute to service delivery;
- (i) **“Sustainable Service Delivery”** means an approach to service delivery whereby current community service needs are met in a socially, economically, and environmentally responsible manner that does not compromise the ability of future generations to meet their own needs; and
- (j) **“Tangible Capital Asset”** has the meaning established under the accounting standards applicable to local governments by the Public Sector Accounting Board.

Asset Management Program

- 3. The Chief Administrative Officer will establish and maintain an Asset Management Program.
- 4. In complying with section 3, the Chief Administrative Officer will endeavour to:
 - (a) establish and maintain Asset Management Plans, directives, practices, and procedures in accordance with best practices;
 - (b) ensure personnel, financial resources, and other operational capabilities deemed necessary by the Chief Administrative Officer are provided and that responsibilities under the Assessment Management Program are effectively delegated;
 - (c) create a corporate culture where all departments, officers, and employees have a role to play in Asset Management by providing awareness and professional development opportunities; and
 - (d) regularly identify new opportunities for achieving Sustainable Service Delivery, including by identifying opportunities for incorporating Natural Assets into the Asset Management Program.

Lifecycle Costing

- 5. The Chief Administrative Officer will endeavour to provide or to coordinate the provision to Council of all available information and advice pertaining to Lifecycle Costs to facilitate decision-making related to the renewal, upgrade, and acquisition of Tangible Capital Assets.

6. Council will consider Lifecycle Costs in all decisions related to the renewal, upgrade, and acquisition of Tangible Capital Assets and in doing so will consider information provided to Council under section 5.

Severability

7. If any portion of this bylaw is declared invalid by a court of competent jurisdiction, then the invalid portion must be severed and the remainder of the bylaw is deemed valid.

Read a first time this ____ day of _____, 2019.

Read a first time this ____ day of _____, 2019.

Read a first time this ____ day of _____, 2019.

Finally passed and adopted time this ____ day of _____, 2019.

Mayor

Director of Legislative Services

Minutes of a Parks & Recreation Advisory Commission Meeting
Held at Tarling Park - Thursday, June 07, 2019 at 6:30 p.m.

Attending: Allan Douglas
Bill Green
Michael Lynch
Carolyn Janes
Erik Eriksson
Dave Snider (Ex Officio)

Regrets: Sébastien Braconnier
Iris Churchill
Mary Crowley
Tom Demeo
Manno Theos (Council Representative)

Call to Order

The meeting was called to order at 6:30 p.m.

Adoption of Previous Meeting Minutes

MINUTES Minutes of the Parks & Recreation Advisory Commission meeting on Thursday, April 4, 2019, were adopted as read. All in favor. CARRIED

Agenda Items

NEW MEMBER VOTE PRAC voted to recommend Council to appoint Erik Eriksson to the PRAC.

TARLING PARK TOUR Dave Snider gave a description of Tarling Park, its components, and future plans.

FEES AND CHARGES STUDY The fees and charges study is going to RFP soon.

CAPITAL PROGRAM Dave informed PRAC about the 2019 capital program elements. A description of each are listed:

- A/C in Lewis Centre – Complete and nearing final inspection
- Trail Connections (Riverway South expansion, Beachwood Trail) – Preparing for public consultation
- Tarling Park – Conceptual design is being completed
- McPhee Meadows – Preparing for brainstorming session with stakeholders, then will move to public consultation
- ICF Lands – Discussions continue with ICF
- Lewis Park Diamond 1 – Design is complete, next step is procurement
- Lewis Centre Parking Lot – Conceptual design is complete, next phase is detailed design
- NSH Accessibility – Survey underway for options analysis
- Martin Park Pickleball – RFP issued and user group input is complete
- FFC Balcony – RFP to be issued soon

MEMORIAL PROGRAM Council resolved to not continue adding benches through the program.

PHYSICAL LITERACY	Initial consultation has begun.
REGIONAL RECREATION PASS	Regional group spoke with Greater Victoria representatives to see how their model could be applied in the Comox Valley.
TOTEM POLE AT AIR PARK	Dave Snider showed the proposed location for feedback.

New Business

**RANDY WIWCHAR
ACKNOWLEDGEMENT** Bill Green asked that staff bring an update on the recognition of Randy Wiwchar. Dave Snider to look into possibilities and bring to next meeting.

COURTHOUSE TABLES Erik Eriksson suggested the installation of picnic tables in front of the Courthouse. Dave Snider to look into implications for next meeting.

Next Meeting

Thursday, September 12, 2019 at 6:30 p.m.

Adjournment

The meeting was adjourned at 8:11 p.m.

CITY OF COURTENAY HERITAGE ADVISORY COMMISSION MINUTES

Meeting of the City of Courtenay Heritage Advisory Commission meeting held on June 22, 2019 at 10:00 a.m. in the Council Chamber of City Hall.

Present:

L. Burns	R. Dingwall	J. Hagen (Chair)
J. Fortin	W. Cole-Hamilton (Councillor)	C. Piercy
T. Setta (staff)		G. Greenhill

Absent:

L. Grant D. Griffiths

1. Introduction and Opening Remarks

2. Addition to Agenda

J. Fortin suggested an item to be added under new business.

3. Review and Adoption of Minutes of the May 22, 2019 Meeting

Moved by W. Cole-Hamilton, seconded by R. Dingwall. **Carried**

4. Old Business

OLD CITY CLOCKS

- Work in progress
- The vendor is capable to mimicking the original design and rebuilding as requested by the Commission
- Staff to update the progress of work during the summer
- L. Burns introduced a story about a young student at Arden Elementary School who is related to the vendor

PIONEER GRAVES

- R. Dingwall reported the work is in progress

MUSEUM REPORT

- Historical Conference hosted by the Museum
- Staff is working on the fossil display

HERITAGE FAIR PANELS

- J. Fortin to follow up on Heritage Fair panels to be retrieved from the Lewis Centre
- R. Dingwall suggested to repurpose and reuse old panels, and to display on 5th Street
- Staff to work on business case including budget planning and establish programs for future
- Storage equipment for the past materials is ready. Moving day will be announced sometime during summer
- J. Hagen suggested that the Commission needs to plan earlier for the next Heritage Fair. Ideas such as quiz or book prize may be considered

NEW MEMBER

- The Commission appreciates all the applicants who expressed their interests. However, the Commission has decided not to add any members at this time. The applications will be filed for future opportunities
- Staff to prepare a letter to all the applicants and inform the decision

IN-KIND HOURS

- A total of 6 hours are spent:
 - J. Hagen provided 2 hours

- L. Burns provided 2 hours
- G. Greenhill provided 1 hours
- L. Burns provided 1 hours

5. New Business

- L. Burns requested any further information regarding naming history of Grant Avenue, which was originally named after Grant Family
- J. Fortin proposed the Commission to send a thank-you card to the City for completing 5th Street complete street project. 5th Street is recognized as heritage corridor. J. Fortin to prepare a draft letter and send it to the Chair
- R. Dingwall requested further information on the Native Sons Hall future development plan. Staff to contact Public Works Department and provide an update at the next meeting

6. Next Workshop September 11, 2019

7. Next meeting September 25, 2019

8. Meeting Adjournment Moved by W. Cole-Hamilton at 11:02 a.m.


Chair

THE CORPORATION OF THE CITY OF COURTENAY

BYLAW NO. 2974

A bylaw to exempt certain lands and improvements from taxation for the year 2020

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

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

1. This bylaw may be cited for all purposes as "**Tax Exemption 2020 Bylaw No. 2974, 2019**".
2. The following properties are hereby exempt from taxation for land and improvements to the extent indicated for the year 2020:

FOLIO	LEGAL DESCRIPTION	CIVIC ADDRESS	REGISTERED OWNER/LESSEE	PERCENTAGE EXEMPTION
49.000	LOT 41, SECTION 61, CD, PLAN 311	280 – 4 TH STREET	EUREKA SUPPORT SOCIETY	100%
112.002	PARCEL A OF LOT 124&125 DD, PLAN 80170N, SECTION 61, CD, EXCEPT PLAN 472BL OF L PID 004-863-682	243-4 TH STREET	BOYS AND GIRLS CLUBS OF CENTRAL VANCOUVER ISLAND (LEASED FROM CITY OF COURTENAY)	100% OF THE ASSESSMENT ALLOCATED TO THE SPACE LEASED BY THE LEASEE
122.000 1650.000	LOT 1, PLAN 40587 PARCEL A, DD59610N OF LOT B, SECTION 16, PL 5618	367 CLIFFE AVENUE 101 ISLAND HIGHWAY	ROYAL CANADIAN LEGION	100%
169.000	PARCEL B (BEING A CONSOLIDATION OF LOTS 14, 17, 18, 21, 22 SEE CA6169477) SECTION 61, CD, PLAN VIP1517	237 – 3 RD STREET	COMOX VALLEY CHILD DEVELOPMENT ASSOCIATION	100%
170.002	LOT A, SECTION 61, PLAN 54105 PID 017-752-141	280 2 ND STREET	COMOX VALLEY TRANSITION SOCIETY (LEASED FROM FOUR PAWS INVESTMENTS LTD.)	100%
348.000	LOT 15, SECTION 61, CD, PLAN 4906	543 – 6 TH STREET	ALANO CLUB OF COURTENAY	100%

FOLIO	LEGAL DESCRIPTION	CIVIC ADDRESS	REGISTERED OWNER/LESSEE	PERCENTAGE EXEMPTION
400.000	LOT A, SECTION 61, CD, PLAN 18979	A1-310 8 TH STREET	CITY OF COURTENAY (LEASED FROM WEST ISLAND CAPITAL CORP)	100% OF THE ASSESSMENT ALLOCATED TO THE SPACE LEASED BY THE LEASEE
513.000	LOT A, DL 127, CD, PLAN 7719	755 HARMSTON AVENUE	OLD CHURCH THEATRE SOCIETY	100%
750.020	LOT 1, DL 127, CD, PLAN VIP62285	641 MENZIES AVENUE	COMOX VALLEY RECOVERY CENTRE SOCIETY (LEASED FROM CITY OF COURTENAY)	100%
1037.000	LOTS 1 AND 2, SECTION 41, CD, PLAN 3930	1415 CLIFFE AVENUE	COMOX VALLEY FAMILY SERVICES ASSOCIATION	100%
1494.000 1494.010 1494.050	LOT A, SECTION 6 AND 8, CD, PLAN 35008 LOT 1 AND 2, SECTION 6 AND 8, CD, PLAN 2849, EXCEPT PLAN 35008	2450 BACK ROAD 2470 BACK ROAD	GLACIER VIEW LODGE SOCIETY	100%
1566.000	LOT 1, PLAN 27169 SECTION 16, LD 15 PID 002-568-098	810 BRAIDWOOD ROAD	M'AKOLA HOUSING SOCIETY	100%
1577.018	LOT 4, SECTION 16, PLAN VIS2269, PID 017-693-071	#4 - 204 ISLAND HWY N	COMOX VALLEY PREGNANCY CARE CENTRE	100%
1960.300	LOT A PLAN 15464	SANDPIPER DRIVE	THE NATURE TRUST OF BRITISH COLUMBIA	100%
2016.007	LOT 7, PLAN 27200 PID 002-577-321	1571 BURGESS ROAD	STEPPING STONES RECOVERY HOUSE FOR WOMEN (LEASE)	100%
2023.014	LOT 1, SECTION 79, CD PLAN 8249, EXCEPT PLAN 8464, & EXC PCL A DD 666650 & EXC	656 ARDEN ROAD	THE NATURE TRUST OF BRITISH COLUMBIA	100%
2200.044	LOT 3, DL 138, CD, PLAN 20288	2564 CUMBERLAND ROAD	COURTENAY & DISTRICT HISTORICAL SOCIETY IN TRUST	100%
3200.072	LOT A, SECTION 18, CD, PLAN 12735	4835 HEADQUARTERS RD	COMOX VALLEY CURLING CLUB	100%

FOLIO	LEGAL DESCRIPTION	CIVIC ADDRESS	REGISTERED OWNER/LESSEE	PERCENTAGE EXEMPTION
757.000	LOT A, BLOCK 2, PLAN 1951	1051 – 8 TH STREET	COMOX VALLEY KIWANIS VILLAGE SOCIETY	75%
757.001	LOT A, BLOCK 2, PLAN 1951 EXCEPT PLAN 4288 & 4941	1061 – 8 TH STREET		
758.000	LOT A&B, PLAN 16907	635 PIDCOCK AVE		
1286.045	LOT 8, BLOCK 3, PLAN 16252	534 – 19 TH STREET	L'ARCHE COMOX VALLEY	75%
34.000	LOT 2, SECTION 61, CD, PLAN 20159 PID 003-698-254	231 6 TH STREET	COURTENAY ELKS' LODGE #60 OF THE BENEVOLENT AND PROTECTIVE ORDER OF THE ELKS' OF CANADA	40%
131.002	LOT A, SECTION 61, PLAN EPP61970, PID 029-906-431	356 3 RD STREET	COMOX VALLEY TRANSITION SOCIETY	40%
166.000	LOT 8 PLAN 2834 PID 003-451-941	267 3 RD STREET	COMOX VALLEY CHILD DEVELOPMENT ASSOCIATION	40%
409.000	LOT A, SECTION 61, PLAN 1674, PID 001-159-526	625 ENGLAND AVENUE	COMOX VALLEY TRANSITION SOCIETY (LEASED FROM SECRET VENTURE HOLDINGS LTD)	40%
459.000	LOT B, PLAN 20211 PID 003-519-376	956 GRIEVE AVENUE	UPPER ISLAND WOMEN OF NATIVE ANCESTRY	40%
750.100	LOT 1, PLAN VIP 62247	994 – 8 TH ST	JOHN HOWARD SOCIETY OF NORTH ISLAND	40%
1038.000	LOT A, SECTION 41, PLAN VIP 60527, PID 023-021-128	1455 CLIFFE AVENUE	JOHN HOWARD SOCIETY OF NORTH ISLAND (LEASED FROM LUCK'S DENTAL LABORATORY LTD)	40% OF THE ASSESSMENT ALLOCATED TO THE SPACE LEASED BY THE LEASEE
1113.000	LOT 19, SECTION 41, DL 15, PLAN 9230, PID 005-583-314	1465 GRIEVE AVENUE	L'ARCHE COMOX VALLEY	40%

FOLIO	LEGAL DESCRIPTION	CIVIC ADDRESS	REGISTERED OWNER/LESSEE	PERCENTAGE EXEMPTION
1171.005	LOT C, PLAN 13660, SECTION 41, LD 15 PID 004-619-048	1625 MCPHEE AVENUE	WACHIAIY FRIENDSHIP CENTRE SOCIETY	40% OF THE ASSESSMENT – <i>EXCLUDING</i> 26% OF FACILITY USED FOR REVENUE GENERATING BUSINESS (WACHIAIY STUDIO AND MULTIMEDIA) AND DAYCARE
1171.006	LOT 5, PLAN 13075, SECTION 41, LD 15 EXCEPT PLAN VIP68431 PID 004-711-823	1679 MCPHEE AVENUE		
1224.080	STRATA LOT 26, PLAN VIS2232, SECTION 68, LD 15 PID 017-586-801	#17, 375 21 ST STREET	DAWN TO DAWN ACTION ON HOMELESSNESS SOCIETY	40%
1288.060	STRATA LOT 30, PLAN VIS932, DL 104, LD 15 PID 000-806-471	#311, 1015 CUMBERLAND ROAD	DAWN TO DAWN ACTION ON HOMELESSNESS SOCIETY	40%
1700.332	STRATA LOT 2, SECTION 67, LD 15, PLAN VIS3934 PID 023-378-158	#10-12 2683 MORAY AVENUE	THE CANADIAN RED CROSS SOCIETY (LEASED FROM 670431 BC LTD)	40% OF THE ASSESSMENT ALLOCATED TO THE SPACE LEASED BY THE LESSEE
1960.004	LOT B, SECTION 67, CD, PLAN 33851 PID 000-262-170	#9, 468 29 TH STREET	THE GOVERNING COUNCIL OF THE SALVATION ARMY IN CANADA (LEASED FROM NOORT DEVELOPMENT LTD)	40% OF THE ASSESSMENT ALLOCATED TO THE SPACE LEASED BY THE LESSEE
1960.006	LOT C, SECTION 67, CD, PLAN 33851 PID 000-217-158	2966 KILPATRICK AVE	AARON HOUSE MINISTRIES (LEASED FROM NOORT DEVELOPMENT LTD)	40% OF THE ASSESSMENT ALLOCATED TO THE SPACE LEASED BY THE LESSEE
2016.006	LOT 6, PLAN 27200 PID 002-344-408	1535 BURGESS ROAD	STEPPING STONES RECOVERY HOUSE FOR WOMEN (LEASE)	40%

FOLIO	LEGAL DESCRIPTION	CIVIC ADDRESS	REGISTERED OWNER/LESSEE	PERCENTAGE EXEMPTION
2024.009	LOT 2 PLAN VIP53672 PID 017-650-097	1755 13 TH STREET	HABITAT FOR HUMANITY VANCOUVER ISLAND NORTH SOCIETY	40% OF THE ASSESSMENT ALLOCATED TO THE SPACE USED FOR ADMINISTRATION OFFICES
2091.136	LOT 4, DL 230, CD, PLAN VIP57822 PID 018-564-381	2398 ROSEWALL CRESCENT	SALTWATER EDUCATION SOCIETY (LEASED FROM SPACIAL HOLDINGS INC)	40% OF THE ASSESSMENT ALLOCATED TO THE SPACE LEASED BY THE LEASEE
3200.032	LOT A, SECTION 18, CD, PLAN VIP 75369 PID 025-673-017	4729 HEADQUARTERS RD	YOUTH FOR CHRIST COMOX VALLEY	40% OF THE ASSESSMENT – <i>EXCLUDING</i> CARETAKER RESIDENTIAL SPACE

Read a first time this 3rd day of September, 2019

Read a second time this 3rd day of September, 2019

Read a third time this 3rd day of September, 2019

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Finally passed and adopted this day of October, 2019

Mayor

Corporate Officer

THE CORPORATION OF THE CITY OF COURTENAY

BYLAW NO. 2975

A bylaw to exempt certain lands and improvements, set apart for public worship, from taxation for the year 2020

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

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

1. This bylaw may be cited for all purposes as "**Tax Exemption Churches 2020 Bylaw No. 2975, 2019**".
2. Pursuant to Section 224(2)(a)(f)(g) of the *Community Charter*, the following properties on which a church hall or facility is situated, the land on which such a hall stands, the remaining area of land surrounding the building set apart for public worship, and the remaining area of land surrounding the exempted building, exempted hall, or both, are hereby exempted from taxation for land and improvements to the extent indicated for the year 2020 *except for that portion of the property used for residential or commercial purposes*:

	FOLIO	LEGAL DESCRIPTION	CIVIC ADDRESS	REGISTERED OWNER	PERCENTAGE EXEMPTION
1.	143.000	LOT AM 11, SECTION 61, CD, PLAN 33854N	467 – 4 TH STREET	GRACE BAPTIST CHURCH OF THE COMOX VALLEY	100%
2.	313.100	LOT 1, SECTION 62, CD, PLAN VIP 74608	591 – 5 TH STREET	ANGLICAN SYNOD DIOCESE OF B.C.	100%
3.	341.000	AMENDED LOT 1, PLAN 55886N, SECTION 61 CD, PLAN 4906	566 – 5 TH STREET	ELIM GOSPEL CHAPEL TRUSTEES	100%
4.	342.000	LOTS 3 & 4, BLOCK 6, CD, PLAN 472B	576 – 5 TH STREET	ELIM GOSPEL CHAPEL TRUSTEES	50.63% OF THE ASSESSED VALUE OF LAND ONLY
5.	346.000	LOTS 10,11,12, AND 13, SECTION 61, CD, PLAN 4906	505 – 6 TH STREET	ST. GEORGES CHURCH	100%
6.	568.000	LOT A (DD EL132291), DL 127, PLAN 1464 EXCEPT PLAN VIP67475	765 MCPHEE AVENUE	CENTRAL EVANGELICAL FREE CHURCH	100%

7.	618.220	LOT 1, DL 118, CD, PLAN VIP 73074	2201 ROBERT LANG DRIVE	RIVER HEIGHTS CHURCH SOCIETY	100%
	FOLIO	LEGAL DESCRIPTION	CIVIC ADDRESS	REGISTERED OWNER	PERCENTAGE EXEMPTION
8.	1074.050	LOT A, PLAN 54316P, SECTION 41, CD, PLAN 7449	1580 FITZGERALD AVENUE 1590 FITZGERALD AVENUE	GOVERNING COUNCIL SALVATION ARMY CANADA WEST	100%
9.	1166.000	LOT A, PLAN 121193EF, SECTION 41, CD, FORMERLY LOTS 32 & 33, CD, PLAN 10725	771 – 17 TH STREET	TRUSTEES LUTHERAN CHURCH	100%
10.	1211.004	LOT 4, SECTION 68, CD, PLAN 14176	1814 FITZGERALD AVE	VALLEY UNITED PENTACOSTAL CHURCH OF BC	100%
11.	1524.102	LOT B, SECTION 15, CD, PLAN 54793 EXCEPT PLANS 14713, 36414, 51121	1599 TUNNER DRIVE	BISHOP OF VICTORIA, CHRIST THE KING CATHOLIC CHURCH	100%
12.	1594.000	LOT 16, SECTION 16, CD, PLAN 7037 EXCEPT PLAN 44368	1581 DINGWALL RD	TRUSTEES OF THE KINGDOM HALL OF JEHOVAH WITNESS	100%
13.	1691.030	LOT 1, SECTION 17, CD, PLAN VIP 79479	4660 HEADQUARTERS ROAD	SEVENTH DAY ADVENTIST CHURCH	100%
14.	1691.044	LOT 2, SECTION 17, CD, PLAN VIP 61425	4634 ISLAND HWY	ANGLICAN SYNOD DIOCESE OF BC	100%
15.	1691.046	LOT 3, SECTION 17, CD, PLAN VIP 61425	1514 DINGWALL ROAD	ANGLICAN SYNOD DIOCESE OF BC	100%
16.	2005.000	LOT 12, DL 96 & 230, CD, PLAN 1406	1901 – 20 TH STREET	LDS CHURCH	100% EXCEPT THE PART ASSESSED FOR SCHOOL USE
17.	2017.034	LOT 1, DL 96, CD, PLAN VIP 59504	1640 BURGESS RD	FOURSQUARE GOSPEL CHURCH OF CANADA	100%

18.	2200.088	LOT A, PLAN 27596	2963 LAKE TRAIL ROAD	COURTENAY BAPTIST CHURCH	100%
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Read a first time this 3rd day of September, 2019

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Finally passed and adopted this day of October, 2019

Mayor

Corporate Officer

THE CORPORATION OF THE CITY OF COURTENAY

BYLAW NO. 2976

A bylaw to exempt certain lands and improvements from taxation for the years 2020 - 2024

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

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

1. This bylaw may be cited for all purposes as "**Tax Exemption 2020-2024 Bylaw No. 2976, 2019**".
2. The following properties are hereby exempt from taxation for land and improvements to the extent indicated for the years 2020 to 2024:

	FOLIO	LEGAL DESCRIPTION	CIVIC ADDRESS	REGISTERED OWNER	USE OF PROPERTY	PERCENTAGE EXEMPTION
1.	29.002	LOT B, SECTION 61, CD, PLAN EPP15696	580 DUNCAN AVENUE	CITY OF COURTENAY	COMOX VALLEY CENTRE FOR THE ARTS	100%
2.	63.000	LOTS 1 & 2, SECTION 61, CD, PLAN 3189 LOTS 55, 58, 59, 60, 61, 62, SECTION 61, CD, PLAN 311	442 CLIFFE AVENUE	CITY OF COURTENAY	SID WILLIAMS THEATRE	100%
3.	113.000	LOTS 128, 129, 132, SECTION 61, CD, PLAN 472A EXCEPT THE NORTH WESTERLY 10 FT THEREOF	207 – 4 TH STREET	CITY OF COURTENAY	COURTENAY & DISTRICT MUSEUM	100%
4.	261.006	LOT 1, DL 118, SECTION 61, CD, PLAN VIP88574	3 RD STREET – “MCPHEE MEADOWS”	CITY OF COURTENAY/ THE NATURE TRUST OF BC	ECOLOGICAL DONATION PRESERVATION OF HABITAT	100%
5.	1200.000	LOT 1, SECTION 68, CD, PLAN 15512	2040 CLIFFE AVENUE	CITY OF COURTENAY	COURTENAY MARINA	100%
6.	1941.000	LOT 1, SECTION 66, CD, PLAN 14942 & LOT A, PLAN 14521 EXCEPT THE BED OF THE COURTENAY RIVER	100 – 20 TH STREET	CITY OF COURTENAY	COURTENAY AIRPARK	100%

3. The "2015-2019 Tax Exemption Bylaw No. 2801, 2014" is hereby repealed in its entirety.

Read a first time this 3rd day of September, 2019

Read a second time this 3rd day of September, 2019

Read a third time this 3rd day of September, 2019

Published in two editions of the Comox Valley Record on the 3rd day of September, 2019 and the 10th day of September, 2019

Finally passed and adopted this day of October, 2019

Mayor

Corporate Officer

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 16th day of September, 2019

Read a second time this 16th day of September, 2019

Read a third time this 16th day of September, 2019

Finally passed and adopted this day of 2019

Mayor

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.

{00498250; 1 }

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

{00498250; 1 }

into this Agreement and to execute and deliver this Agreement; and

(c) this Agreement has been properly executed and delivered.

13. No partnership or joint venture

- 13.1** Nothing in this Agreement shall be interpreted as creating an agency, partnership or joint venture among or between the City and any other person.

14. Counterparts

- 14.1** This Agreement may be executed in any number of counterparts with the same effect as if the Parties had all signed the same document and all counterparts and adopting instruments will be construed together and will constitute one and the same agreement.

15. Miscellaneous

- 15.1** The Easements and covenants herein contained will be Easements and covenants running with the Lands but no part of the fee of the soil thereof will pass to or be vested in any Party under or by this Agreement.
- 15.2** This Agreement will run with and be a burden upon the each Developer's interest in a servient tenement but no part of the fee of the soil of such Lands will pass to or be vested in any Party as transferee under or by this Agreement.
- 15.3** Time is to be the essence of this Agreement.
- 15.4** This Agreement will enure to the benefit of and be binding upon the Parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.
- 15.5** The waiver by a Party of any failure on the part of the other Party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.
- 15.6** Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.
- 15.7** No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.
- 15.8** This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

{00498250; 1 }

- 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

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

{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");

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- 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

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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

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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 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:)

SCHEDULE A
DCC CONSTRUCTION WORKS

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

*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

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

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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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12. SCHEDULES

(a) Schedule "A" – Description of the DCC Construction Works, including estimated cost and Municipal Share.

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

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

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