

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

K'OMOKS FIRST NATION ACKNOWLEDGEMENT

1.00 ADOPTION OF MINUTES

- 1 1. Adopt December 2nd, 2019 Regular Council meeting minutes
- 9 2. Adopt December 11th, 2019 Special Council meeting minutes

2.00 INTRODUCTION OF LATE ITEMS

3.00 DELEGATIONS

4.00 STAFF REPORTS/PRESENTATIONS

(a) CAO and Legislative Services

- 11 1. Smoking in Parks and Public Places Regulation Bylaw
- 15 2. Lease Agreement for Lot 1, 100 - 20th Street
- (b) Development Services**
- 53 3. Development Permit with Variance No. 1918 - 1211 Ryan Road
- 75 4. OCP Advisory Select Committee - Appointment of the Chair and Deputy Chair
and Revision of the Terms of Reference
- 79 5. Zoning Amendment Bylaw No. 2984 - 1581 Dingwall Road
- 89 6. Single Use Plastics Regulation Bylaw 2970, 2019 - Enforcement Provisions
- 93 7. Proposed Storefront Cannabis Retailer - 605/625 Cliffe Avenue
- 129 8. Permanent Change to Liquor Licence Application (Cornerstone) - 208A 5th
Street

5.00 EXTERNAL REPORTS AND CORRESPONDENCE FOR INFORMATION

- 139 1. Carol James, Minister and Deputy Premier, Follow-up to City of Courtenay Delegation Meetings at 2019 Union of British Columbia Municipalities (UBCM) Convention
- 141 2. Federation of Canadian Municipalities (FCM) Letter to Minister of Families, Children and Social Development - FCM Board Resolution - Supporting Municipalities in Addressing Homelessness

6.00 INTERNAL REPORTS AND CORRESPONDENCE FOR INFORMATION

- 145 1. Parks and Recreation Advisory Commission Meeting Minutes - November 7, 2019

7.00 REPORTS/UPDATES FROM COUNCIL MEMBERS INCLUDING REPORTS FROM COMMITTEES

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

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 December 16th, 2019 at the conclusion of the Regular Council Meeting pursuant to the following sub-sections of the *Community Charter*:

- 90 (1) (c) labour relations or other employee relations;
- 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) (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

1. Delegation - John & Jennifer Hedican - Government Support for the Fentanyl / Opioid Crisis

The delegation is seeking Council's support to advocate to provincial and federal leaders to change policies, and intervene on the supply of toxic drugs through: decriminalization and regulation, education to destigmatize addiction; and, improve access to resources for harm reduction treatment and related support services.

2. Doug Cox - Vancouver Island MusicFest - Financial Support for the Festival

The delegation is seeking Council's continued support of their annual community event and is requesting funding in the amount of \$20,000 per year over a period of 3 years to help offset the costs associated with producing the festival.

10.00 NOTICE OF MOTION

11.00 NEW BUSINESS

12.00 BYLAWS

For First and Second Reading

- 147 1. "Zoning Amendment Bylaw No. 2984, 2019"
(A bylaw to permit an increase from one to two accessory dwelling units on the property located at 1581 Dingwall Road)

For First, Second and Third Reading

- 149 1. "Parks and Public Spaces Smoking Bylaw No. 2991, 2019"
(A bylaw to prohibit smoking tobacco, cannabis, and vaping in parks, public spaces and City of Courtenay properties)

For Final Adoption

- 157 1. "Nuisance Abatement and Cost Recovery Bylaw No. 2987, 2019"
(A bylaw to regulate, prohibit, and impose requirements in relation to the abatement of nuisances, and to provide for recovery of the costs of nuisance abatement where undertaken by the City)

13.00 ADJOURNMENT

Minutes of a Regular Council Meeting held in the City Hall Council Chambers, Courtenay B.C., on Monday, December 02, 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

**W. Sorichta, Manager of Legislative & Corporate Administrative Services
I. Buck, Director of Development Services
T. Kushner, Director of Public Works Services/Assistant CAO
J. Nelson, Director of Financial Services
D. Snider, Director of Recreation and Cultural Services
M. Fitzgerald, Manager of Development Planning
A. Guillo, Manager of Communications
R. Matthews, Executive Assistant**

1.00 ADOPTION OF MINUTES

.01

MINUTES

Moved by McCollum and seconded by Morin that the November 18th, 2019 Regular Council meeting minutes be adopted.
Carried

Moved by McCollum and seconded by Morin that the November 25th, 2019 Committee of the Whole meeting minutes be adopted.
Carried

2.00 ADOPTION OF LATE ITEMS

3.00 DELEGATIONS

1. John & Jennifer Hedican presented information to Council about the drug crisis and illegal drug supply contaminated with poisonous substances such as fentanyl or carfentanil, linked to loss of life. Mr. and Mrs. Hedican, who lost their son and a brother to fentanyl poisoning, are asking Comox Valley municipal Councils to change how local governments are responding to the fentanyl and opioid crisis by holding provincial and federal governments accountable for toxicity related deaths.

The delegation is seeking Council's support to advocate to provincial and federal leaders to change policies, and intervene on the supply of toxic drugs through: decriminalization and regulation, education to destigmatize addiction; and, improve access to resources for harm reduction treatment and related support services.

2. Doug Cox, Artistic Director & Executive Producer, and Sue Wood, Marketing & Media Manager - Vancouver Island MusicFest, presented information to Council regarding the entertainment, cultural and economic stimulus the MusicFest event brings to the Comox Valley, supported by 1300 - 1400 volunteers annually, benefiting tourism, local businesses and musicians.

The delegation is seeking Council's continued support of their annual community event and is requesting funding in the amount of \$20,000 per year over a period of 3 years to help offset the costs associated with producing the festival.

4.00 STAFF REPORTS/PRESENTATIONS

.01 Moved by Hillian and seconded by McCollum that based on the
COMOX VALLEY December 2nd, 2019 staff report, "Comox Valley Project Watershed
PROJECT WATERSHED Society Grant Implications," Council approve OPTION 1 and grant the
SOCIETY GRANT society \$387.71 as a financial contribution towards the event.
IMPLICATIONS **Carried**
0400-20

.02 Moved by Frisch and seconded by Hillian that based on the
NUISANCE December 2nd, 2019 staff report "Nuisance Abatement and Cost
ABATEMENT AND Recovery Bylaw", Council approve OPTION 1 and proceed to first,
COST RECOVERY second, and third reading of "Nuisance Abatement and Cost Recovery
BYLAW Bylaw No. 2987, 2019.
3900-01 **Carried**

.03 Moved by McCollum and seconded by Frisch that based on the
DEVELOPMENT December 2nd, 2019 staff report "Development Variance Permit No. 1904
VARIANCE PERMIT - 4646 Headquarters Road", Council approve OPTION 1 and proceed
NO. 1904 - 4646 with issuing Development Variance Permit No. 1904.
HEADQUARTERS **Carried**
ROAD
3090-20-1904

.04 Moved by McCollum and seconded by Hillian that based on the
PERMANENT CHANGE December 2nd, 2019 staff report, "Permanent Change to Liquor Licence
TO LIQUOR LICENCE Application (Cornerstone) - 208A 5th Street", Council approve OPTION
APPLICATION 1 and direct staff to post notice on the City's website requesting public
(CORNERSTONE) - input on Cornerstone's proposed Patron Participation Entertainment
208A 5TH STREET endorsement and extended hours.
4320-20 **Carried**

.05 Moved by McCollum and seconded by Frisch that based on the
MEETING SCHEDULE December 2nd, 2019 staff report "Meeting Schedule - 2020-2024
2020-2024 Financial Plan Discussions and 2020 Property Tax Rates", Council
FINANCIAL PLAN approve OPTION 1 to approve the meeting schedule as proposed in
DISCUSSIONS AND Table 1 on Page 2 of this report.
2020 PROPERTY TAX **Carried**
RATES
1700-01

5.00 EXTERNAL REPORTS AND CORRESPONDENCE FOR INFORMATION

.01

CORRESPONDENCE -
COMOX BAY CARE
SOCIETY - REQUEST
FOR FINANCIAL
SUPPORT - 2020
CARE-A-VAN
OPERATIONS
0400-20

Moved by Cole-Hamilton and seconded by Frisch that the correspondence dated October 30th, 2019 from the Comox Bay Care Society related to the health and social development services provided through their Care-a-Van program and request for financial support be received for information.

Carried

Moved by Hillian and seconded by Theos that staff advise the Comox Bay Care Society of the process to apply for funding through the City of Courtenay's *Grant-in-Aid policy #1850.00.04* in response to their October 30th, 2019 letter requesting funding to help subsidize the operating costs of their Care-a-Van program.

Carried

.02

CORRESPONDENCE -
KUMUGWE
CULTURAL SOCIETY -
REQUEST FOR LETTER
OF SUPPORT - RED
DRESS LEGACY
0400-20

The correspondence dated November 26th, 2019 from Mr. Lee Everson, Administrator, Kumugwe Cultural Society, requesting a letter of support in their grant application to the Canada Council of the Arts for Malkwalatlan's: A Legacy Project, to design, carve and erect a 20-ft totem pole honouring Missing and Murdered Indigenous Women, Girls and Two Spirited, was received for information.

Moved by Hillian and seconded by Frisch that Council provide a letter to Mr. Lee Everson, Administrator, Kumugwe Cultural Society, in support of their grant application for the Malkwalatlan's: A Legacy Project, to craft and erect a totem pole in honour of the Missing and Murdered Indigenous Women, Girls and Two Spirited.

Carried

6.00 INTERNAL REPORTS AND CORRESPONDENCE FOR INFORMATION

.01

FINANCE SELECT
COMMITTEE
MEETING MINUTES
0360-20

Moved by Hillian and seconded by Frisch that the Finance Select Committee (Council Select Committee on Alternative Asset Management Funding Sources and Levels of Service Options) - Inaugural meeting minutes dated October 25, 2019 be received for information.

Carried

7.00 REPORTS/UPDATES FROM COUNCIL MEMBERS INCLUDING REPORTS FROM COMMITTEES

COUNCILLOR
COLE-HAMILTON

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

- Immigrant Welcome Centre Annual Comox Valley Fall Collaboratory
- South Courtenay Riverway Trail Extension open house
- 5th Street Bridge Rehabilitation Project open house
- Project Watershed and LIFT for Festive Cheer fundraiser event for the Kus-kus-sum project
- Downtown Courtenay Business Improvement Association 2019 Moonlight + Magic event
- 24 Hours of Reality: Climate Truth in Action - Breaking the Climate Silence presentation hosted at Comox Valley United Church
- City of Courtenay Multi-Modal Transportation & Cycling Lane - Lunch and Learn and tour
- CVRD Committee of the Whole
- CVRD Board meeting
- Comox Valley Watershed Advisory Group meeting
- Meeting with Jenny Deters, President, Downtown Courtenay Business Improvement Association
- Youth Climate Action Comox Valley climate march
- Vancouver Island Coastal Community Climate Leadership Plan Steering Committee meeting

COUNCILLOR
FRISCH

Councillor Frisch reviewed his attendance at the following events:

- CVRD Board meeting
- Transit discussion with CVRD staff and Councillor McKenna, Town of Comox
- CVRD Special Committee of the Whole meeting
- Downtown Courtenay Business Improvement Association 2019 Moonlight + Magic event
- City of Courtenay Multi-Modal Transportation & Cycling Lane Design - Lunch and Learn and tour
- 5th Street Bridge Rehabilitation Project open house

COUNCILLOR
HILLIAN

Councillor Hillian reviewed his attendance at the following events:

- South Courtenay Riverway Trail Extension open house
- 5th Street Bridge Rehabilitation Project open house
- Comox Valley Physical Literacy 101 Workshop
- Comox Valley Community Justice Centre monthly meeting
- Homelessness Response Team meeting with City staff, RCMP and outreach agencies
- City of Courtenay Multi-Modal Transportation & Cycling Lane Design - Lunch and Learn and tour
- CVRD Committee of the Whole meeting
- CVRD Board meeting

- Comox Valley Watershed Advisory Group meeting
- Comox Valley Community Justice Centre AGM
- North Island 911 Board meeting

COUNCILLOR
MCCOLLUM

Councillor McCollum reviewed her attendance at the following events:

- CVRD Committee of the Whole meeting
- 5th Street Bridge Rehabilitation Project open house
- Downtown Courtenay Business Improvement Association 2019 Moonlight + Magic event
- City of Courtenay Multi-Modal Transportation & Cycling Lane Design - Lunch and Learn and tour
- Comox Valley Christmas Parade event

COUNCILLOR
MORIN

Councillor Morin reviewed her attendance at the following events:

- CVRD Committee of the Whole meeting
- South Courtenay Riverway Trail Extension open house
- 5th Street Bridge Rehabilitation Project open house
- Project Watershed and LIFT for Festive Cheer fundraiser event for the Kus-kus-sum project
- Downtown Courtenay Business Improvement Association 2019 Moonlight + Magic event
- Square Foot Art Show opening at Alchemy Studio
- City of Courtenay Multi-Modal Transportation & Cycling Lane Design - Lunch and Learn and tour
- CVRD COW meeting
- CVRD Board meeting
- Comox Valley Watershed Advisory Group meeting

COUNCILLOR
THEOS

Councillor Theos mentioned:

- Vancouver Island Regional Library Board has received a provincial funding grant; and, the Courtenay library facility will undergo refurbishment in early 2020

MAYOR
WELLS

Mayor Wells reviewed his attendance at the following events:

- Comox Valley Physical Literacy 101 Workshop
- Aids Vancouver Island (AVI) Health & Community Services and Glacier Grannies World AIDS Day “Red Scarf Campaign”, an event to raise awareness about HIV/AIDS
- Homelessness Response Team meeting with City staff, RCMP and outreach agencies
- 5th Street Bridge Rehabilitation Project open house
- Downtown Courtenay Business Improvement Association 2019 Moonlight + Magic and Christmas tree lighting event
- Youth Climate Action Comox Valley climate march
- Town of Comox Christmas tree lighting event
- Met with Charlottetown Mayor Philip Brown to discuss affordable housing and similar issues that affect our communities
- Comox Valley Christmas Parade event

8.00 RESOLUTIONS OF COUNCIL

.01

COUNCILLOR COLE-
HAMILTON -
GLOBAL COVENANT
OF MAYORS CANADA
SHOWCASE CITIES
IN-PERSON MEETING
0390-01

Moved by Cole-Hamilton and seconded by Hillian that Council support Councillor Cole-Hamilton's attendance at the *Global Covenant of Mayors Canada Showcase Cities In-Person Meeting and Panel Discussion* January 8th - 10th, 2020, hosted in Montreal, Quebec; and,

That the balance of Councillor Cole-Hamilton's travel expenses, not covered by the *Global Covenant of Mayors Canada* as identified in their letter dated November 12th, 2019, be funded from the regular Council travel expense budget.

Carried

.02

IN CAMERA
MEETING

Moved by Frisch and seconded by McCollum that notice is hereby given that a Special In-Camera meeting closed to the public will be held December 2nd, 2019 at the conclusion of the Regular Council Meeting pursuant to the following sub-section of the *Community Charter*:

- 90 (1) (c) labour relations or other employee relations.

Carried

9.00 UNFINISHED BUSINESS

10.00 NOTICE OF MOTION

11.00 NEW BUSINESS

12.00 BYLAWS

.01

BYLAW NO.
2987, 2019
NUISANCE
ABATEMENT AND
COST RECOVERY

Moved by Hillian and seconded by McCollum that "Nuisance Abatement and Cost Recovery Bylaw No. 2987, 2019" pass first, second and third reading.

Carried

.02

OFFICIAL
COMMUNITY PLAN
AMENDMENT BYLAW
NO. 2963, 2019 TO
CHANGE THE LAND
USE DESIGNATION
FROM COMMERCIAL
TO MULTI
RESIDENTIAL
(2600 MISSION
ROAD)

Moved by Frisch and seconded by McCollum that "Official Community Plan Amendment Bylaw No. 2963, 2019" pass third reading.

Carried

Amending motion:

Moved by Hillian and seconded by Cole-Hamilton that approval of Bylaw No. 2963, 2019 be subject to further staff work to address the traffic safety concerns identified in the public comments received at the November 18th, 2019 public hearing and as discussed by Council at the December 2nd, 2019 regular Council meeting.

Carried

The main motion was carried as amended

.03

ZONING AMENDMENT
BYLAW NO. 2964,
2019 TO REZONE
FROM MULTI USE
FOUR ZONE TO
RESIDENTIAL FOUR A
ZONE & AMEND
SCHEDULE 8 ZONING
MAP (2600 MISSION
ROAD)

Moved by Frisch and seconded by McCollum that “Zoning
Amendment Bylaw No. 2964, 2019” pass third reading.

Carried

.04

ZONING AMENDMENT
BYLAW NO. 2971,
2019 TO ALLOW FOR
A SECONDARY SUITE,
SECONDARY
RESIDENCE OR
CARRIAGE HOUSE AS
PERMITTED USE
(2940 COMOX
LOGGING ROAD)

Moved by Hillian and seconded by Frisch that “Zoning
Amendment Bylaw No. 2971, 2019” pass third reading.

Carried

.05

ZONING AMENDMENT
BYLAW NO. 2971,
2019 TO ALLOW FOR
A SECONDARY SUITE,
SECONDARY
RESIDENCE OR
CARRIAGE HOUSE AS
PERMITTED USE
(2940 COMOX
LOGGING ROAD)

Moved by Frisch and seconded by Morin that “Zoning
Amendment Bylaw No. 2971, 2019” be finally adopted.

Carried

.06

ASSET MANAGEMENT
BYLAW 2981, 2019
TO PROVIDE FOR AN
ASSET MANAGEMENT
PROGRAM AIMED AT
SUSTAINABLE
SERVICE DELIVERY

Moved by Theos and seconded by Cole-Hamilton that “Asset
Management Bylaw No. 2981, 2019” be finally adopted.

Carried

13.00 ADJOURNMENT

.01 Moved by Cole-Hamilton and seconded by Frisch that the meeting now adjourn at 6:33 p.m.
Carried

CERTIFIED CORRECT

Director of Legislative and Corporate Services

Adopted this 16th day of December, 2019

Mayor

**Minutes of a Special Council Meeting held in the City Hall Council Chambers, Courtenay BC,
on Wednesday, December 11, 2019 at 4:02 p.m.**

Attending:

Mayor: B. Wells

Councillors: W. Cole-Hamilton

D. Frisch arrived at 4:06 p.m.

D. Hillian

W. Morin

M. Theos

Staff:

D. Allen, CAO

W. Sorchta, Manager of Legislative & Corporate Administrative Services

T. Kushner, Director of Public Works Services/Assistant CAO

J. Nelson, Director of Financial Services

A. Berard, Manager of Financial Planning, Payroll & Business Performance

R. Matthews, Executive Assistant

E. Gavelin, Network Technician

1.00 STAFF REPORTS/PRESENTATIONS

.01

2020 - 2024

WATER FUND

FINANCIAL PLAN

1705-20/1715-20

Moved by Cole-Hamilton and seconded by Morin that the 2020 - 2024 Water Fund Financial Plan presentation be received for information.

Carried

Moved by Hillian and seconded by McCollum that based on the December 11th, 2019 staff report "2020 - 2024 Water Fund Financial Plan", Council approve OPTION 1, and proceed with the proposed 2020 - 2024 Water Fund Financial Plan; and, that water user fee revenue be increased by 1.63% for 2020.

Carried

.02

2020 - 2024

SEWER FUND

FINANCIAL PLAN

1705-20/1715-20

Moved by Cole-Hamilton and seconded by Frisch that the 2020 - 2024 Sewer Fund Financial Plan presentation be received for information.

Carried

Moved by Frisch and seconded by McCollum that based on the December 11th, 2019 staff report "2020 - 2024 Sewer Fund Financial Plan", Council approve OPTION 1, and proceed with the proposed 2020 - 2024 Sewer Fund Financial Plan; and, that sewer user fee revenue be increased by 1.27% for 2020.

Carried

2.00 ADJOURNMENT

- .01** Moved by Cole-Hamilton and seconded by McCollum that the meeting now adjourn at 5:32 p.m.

CERTIFIED CORRECT

Corporate Officer

Adopted this 16th day of December, 2019

Mayor



THE CORPORATION OF THE CITY OF COURTENAY

STAFF REPORT

To: Council
From: Chief Administrative Officer
Subject: Parks and Public Places Smoking Regulations Bylaw

File No.: 3900-01
Date: December 16, 2019

PURPOSE:

The purpose of this report is for Council to consider a bylaw to regulate smoking and vaping in parks and public spaces to increase the safety and enjoyment of the public and to minimize their exposure to second-hand smoke; and, reduce the risk of fire and litter associated with smoking.

CAO RECOMMENDATIONS:

That based on the December 16th, 2019 staff report "Parks and Public Spaces Smoking Regulations Bylaw", Council approve OPTION 1 and proceed to first, second, and third reading of "Smoking in Parks and Public Spaces Regulation Bylaw No. 2991, 2019";

That the Comox Valley Medical Health Officer be consulted following third reading and prior to final adoption of the bylaw pursuant to the *Public Health Bylaws Regulation 42/2004*; and

That the bylaw be deposited with the Minister of Health pursuant to the *Public Health Bylaws Regulation 42/2004* upon final adoption.

Respectfully submitted,

David Allen, BES, CLGEM, SCLGM
Chief Administrative Officer

BACKGROUND:

At its regular meeting held June 10th, 2019 Council passed the following resolution:

"Whereas, the smoking of tobacco, cannabis and vaping products impacts the public's enjoyment of parks and public spaces and may create a health hazard for some; and

Whereas, limiting the availability of public spaces to consume such products has been proven to decrease use; and

Whereas, the public use of cannabis is expected to become more prevalent with the legal sale of recreational cannabis in the City of Courtenay; and

Whereas, local droughts and fire seasons are becoming increasingly longer and more intense, and the City must ensure that the activities carried out in our parks do not increase the risk of fire;

Therefore be it resolved that Council direct staff to prepare a bylaw to prohibit the smoking of tobacco and cannabis, and the use of vaping devices, in the City of Courtenay's parks and properties."

At its regular meeting held September 18th, 2017 Council passed the following resolution

"That Council direct staff to look into options and implications of banning smoking in parks, trails and beaches including discussion with other local government counterparts in the Comox Valley."

DISCUSSION:

Existing Policy:

Currently, the City of Courtenay does not have an enhanced outdoor smoking bylaw in force. However, the City established "*City of Courtenay Clean Air Bylaw No. 1656, 1992*"; a bylaw to regulate the contamination of the environment by tobacco smoke, which permits smoking in designated areas within public premises or public places of assembly. This bylaw has not been amended since its adoption in 1992 and is no longer consistent with current provincial regulations or Council policies.

The recommended enhanced bylaw prohibiting smoking of tobacco, cannabis, and vaping in parks, public spaces and City properties is modelled after similar established bylaws in the province, and throughout the country.

Staff believe the recommended bylaw is clearly worded and enforceable.

FINANCIAL IMPLICATIONS:

There are no immediate financial implications in 2019. Future financial implications may include enforcement costs, advertising, signage, etc. These will need to be considered as part of the operating budget in the future should the bylaw be adopted.

ADMINISTRATIVE IMPLICATIONS:

To date, staff has spent approximately 12 hours on research and report/bylaw preparation for this specific bylaw.

The City of Courtenay has 103 parks, 19 playgrounds, 35 kilometres of trail systems and 31 City owned public accessed facilities that would be regulated by this bylaw; as with any bylaw, there may be staff capacity and resource implications regarding additional enforcement. Should Council proceed with implementation of Bylaw No. 2991, 2019, prohibiting smoking and vaping in City parks, public spaces and properties, Council can anticipate an increase in bylaw enforcement service levels. The City of Courtenay employs one full-time Bylaw Enforcement Officer at 35 hours per week; one part-time Animal Control Officer (contract) at 14 hours per week as well as one part time Parking Control Officer (contract) at 30 hours per week and relies on the RCMP to enforce municipal bylaws outside of City Hall's regular hours of operation (8:30 a.m. to 4:30 p.m., Monday to Friday).

Enforcement of this bylaw will be in accordance with *Bylaw Enforcement Policy No. 4000.00.01* which is complaint based; and, when violations are observed by City staff. Staff will administer the bylaw by issuing warnings and seeking compliance; tickets may be issued if warnings are disregarded, up to a maximum penalty of \$10,000. Incidents creating risk of fire or resulting in fire may be subject to additional fees and/or cost recovery as outlined in the City of Courtenay Fire Protective Services Bylaw No. 2556, 2008.

Primary enforcement action will consist of posting signs and through public awareness; staff believe that signage and education will be key to the success of this bylaw. Public Works Services may need to update existing signage and/or add signage in public spaces and City facilities, as required.

Once adopted, communications staff will prepare public messaging to be disseminated through the City's website and social media channels and; *City of Courtenay Clean Air Bylaw No. 1656, 1992*, a bylaw to regulate the contamination of the environment by tobacco smoke, will be repealed.

ASSET MANAGEMENT IMPLICATIONS:

There are no immediate asset management implications at this time. Signage needs will be assessed and implemented for City parks and properties going forward.

STRATEGIC PRIORITIES REFERENCE:

This issue was identified as a priority in the Council Priorities workshop held in October 2019 under Legislative and Corporate Services. Staff committed to providing a report and bylaw in December 2019.

We focus on organizational and governance excellence

- Recognize staff capacity is a finite resource and support staff training and development
- Communicate appropriately with our community in all decisions we make
- Responsibly provide services at levels which the people we serve are willing to pay
- ▲ Value community safety and support our protective services
- ▲ Advocate, collaborate and act to reduce air quality contaminants

● **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: Not referenced.

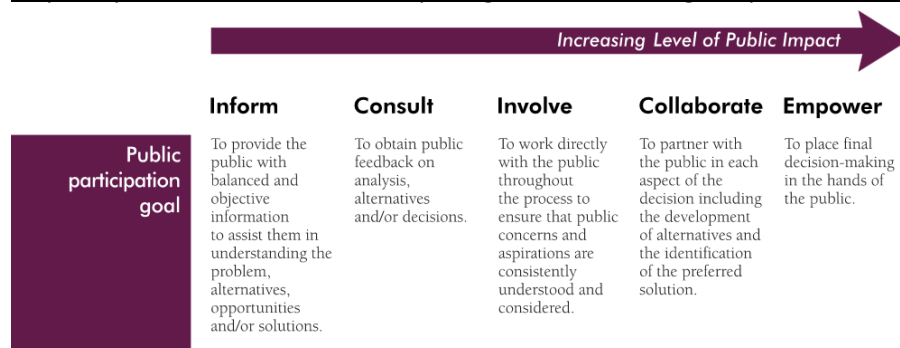
REGIONAL GROWTH STRATEGY REFERENCE: Not referenced.

CITIZEN/PUBLIC ENGAGEMENT:

The public will be “**informed**” as per the IAP2 through a public awareness and education campaign on the City’s website, media advertising and notification to the Comox Valley Chamber of Commerce; and, internal stakeholder engagement with Public Works Services (City facilities and parks operations); Recreational and Cultural Services (park and recreational facility bookings) Legislative and Corporate Services (City facility lease agreements).

Consultation with the Medical Health Officer is required pursuant to *Public Health Bylaws Regulation 42/2004*.

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



OPTIONS:

OPTION 1: That Council approve OPTION 1 and proceed to first, second, and third reading of “Smoking in Parks and Public Spaces Regulation Bylaw No. 2991, 2019”;

That the Comox Valley Medical Health Officer be consulted following third reading and prior to final adoption of the bylaw pursuant to the *Public Health Bylaws Regulation 42/2004*; and

That the bylaw be deposited with the Minister of Health pursuant to the *Public Health Bylaws Regulation 42/2004* upon final adoption. (Recommended).

OPTION 2: Council not proceed with Bylaw No. 2991.

OPTION 3: Council refer Bylaw No. 2991 back to staff for amendments.

Prepared by:

Wendy Sorichta,
Manager of Legislative and Corporate
Administrative Services

Reviewed by:

John Ward, CMC
Director of Legislative and Corporate Services
Deputy Chief Administrative Officer



THE CORPORATION OF THE CITY OF COURTENAY

STAFF REPORT

To: Council
From: Chief Administrative Officer
Subject: Lease Agreement for Lot 1, 100-20th Street

File No.: 2380-30 Lot 1
Date: December 16, 2019

PURPOSE:

The purpose of this report is for Council to consider entering into a lease agreement of Lot 1 Courtenay Airpark with AP Aviation Services Ltd.

CAO RECOMMENDATIONS:

That based on the December 16th, 2019 staff report "Lease Agreement for Lot 1, 100-20th Street", subsequent to the publication of notice, Council adopt OPTION 1 and authorize the attached lease between AP Aviation Services Ltd. and the City of Courtenay for the property having a legal description of PID: 000-892-149, Lot 1, Section 66, Comox Land District Plan 14942 except any portion of the bed of the Courtenay River and further identified as Lot 1 on Plan VIP64872; and

That the Mayor and Director of Legislative and Corporate Services be authorized to execute all documentation relating to the lease.

Respectfully submitted,

David Allen, BES, CLGEM, SCLGM
Chief Administrative Officer

BACKGROUND:

On September 4, 2018 Council adopted the following resolution:

"That based on the September 4th, 2018 staff report "Courtenay Airpark Lease Options", Council approve OPTION 1 and direct staff to offer a new long term lease, prior to the expiration of the existing lease, of five years with three options to renew for a further five year term each and include the addition of the float plane dock and ramp as part of the lease area."

AP Aviation Ltd. conducts aircraft maintenance services on site for a variety of private and commercial aircraft owners including international clients as far away as China. The business currently employs nine staff and is only limited in hiring additional staff due to building dimension constraints for aircraft maintenance. Consistent aircraft maintenance service inquiries continue to signal the potential growth of this business enterprise.

On September 6, 2019 North Bend Ventures Ltd. sold the hanger residing on Lot 1 to AP Aviation Ltd. and the City entered into a License of Occupation for Lot 1 on the same date with AP Aviation Ltd. The License of Occupation entitles interim possession of the land until December 31, 2019.

Prior to the purchase of the hanger located on Lot 1 AP Aviation Ltd. rented the hanger located on Lot 3 also owned by North Bend Ventures Ltd. to operate an aircraft maintenance business. However within the first year of business North Bend Ventures Ltd. provided notice to AP Aviation Ltd. terminating the rental agreement. AP Aviation Ltd. subsequently initiated the purchase of the Lot 1 hanger from North Bend Ventures Ltd. AP Aviation Ltd. provided a letter to the City requesting a long term lease to continue their aircraft maintenance business from Lot 1.

DISCUSSION:

AP Aviation Ltd. has committed to leasing Lot 1 for a minimum of five years with a renewal clause of three additional five year terms subject to City approvals. The initial lease term will be for a period of five years commencing on January 1, 2020 and terminating on December 31, 2024.

The annual rent to be paid by AP Aviation Ltd. will increase by 4.5% each year of the lease, continuing the annual rate percent increase applied to the previous Lot 1 lease tenant.

AP Aviation Ltd. – Lot 1 Annual Lease Rent		
2020	\$2,130.49	4.5%
2021	\$2,226.36	4.5%
2022	\$2,326.54	4.5%
2023	\$2,431.24	4.5%
2024	\$2,540.64	4.5%

For comparison purposes annual Lots 1 thru 4 are leased at the following annual rental rates.

Lot	Lot Dimensions	2019	\$ Per SqFt
1	7,803 sqft	\$2,038.74	\$.26
2	13,670 sqft	\$3,554.20	\$.26
3	15,069 sqft	\$3,917.94	\$.26
4	10,344 sqft	\$2,689.44	\$.26

The utilization of Lot 1 as an aircraft maintenance facility will continue to provide the scope of aircraft maintenance services required by aircraft owners in the Courtenay Airpark. Opportunities for apprenticeship training in avionics and other aircraft maintenance specialities will be an added employment incentive.

FINANCIAL IMPLICATIONS:

There are no additional financial resources required.

ADMINISTRATIVE IMPLICATIONS:

Approximately 16 hours of staff time annually has been dedicated to the review of the lease, meet with the tenant to review compliance with the lease and inspection of the Premises for compliance with the lease.

ASSET MANAGEMENT IMPLICATIONS:

There are no asset management implications as the lease will not change any service levels within the Courtenay Airpark. The use conforms to existing airpark activities.

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

- ▲ Work with the business and development sectors to mutually improve efficiencies
- ▲ Continue to explore innovative and effective economic development opportunities

We continually invest in our key relationships

- Consider effective ways to engage with and partner for the health and safety of the community

● **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:

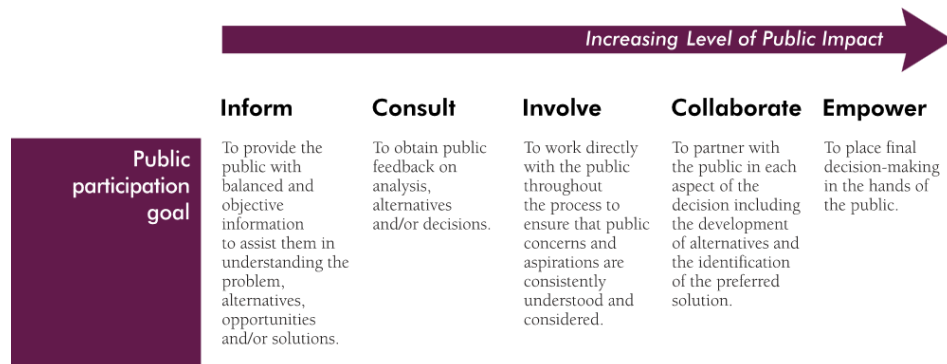
The Official Community Plan states Council acknowledges the Courtenay Airpark serves an important role to the City and Council will support limited expansion of airport oriented commercial uses including aircraft repair services.

REGIONAL GROWTH STRATEGY REFERENCE:

No specific reference.

CITIZEN/PUBLIC ENGAGEMENT:

Section 26 of the *Community Charter* for municipalities requires that notice be given prior to the disposition. The notice must also be published in a newspaper that is published at least weekly in the area affected by the subject matter of the notice. The public will be “informed” based on the IAP2 graphic below.



OPTIONS:

OPTION 1: That based on the December 16th, 2019 staff report “**Lease Agreement for Lot 1 100-20th Street**”, subsequent to the publication of notice, Council approve **OPTION 1** and authorize the lease between the City of Courtenay and AP Aviation Ltd for the property having a legal description of PID: 000-892-149, Lot 1, Plan 14942, Section 66, Comox Land District Plan 14942 except any portion of the bed of the Courtenay River and further identified as Lot 1 on Plan VIP64872; and

That the Mayor and Director of Legislative and Corporate Services be authorized to execute all documentation relating to the lease. (Recommended)

OPTION 2: That Council deny the lease request.

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

Prepared by:

Bernd Guderjahn, SCMP
Manager of Purchasing

Reviewed by:

John Ward, CMC
Director of Legislative and Corporate Services

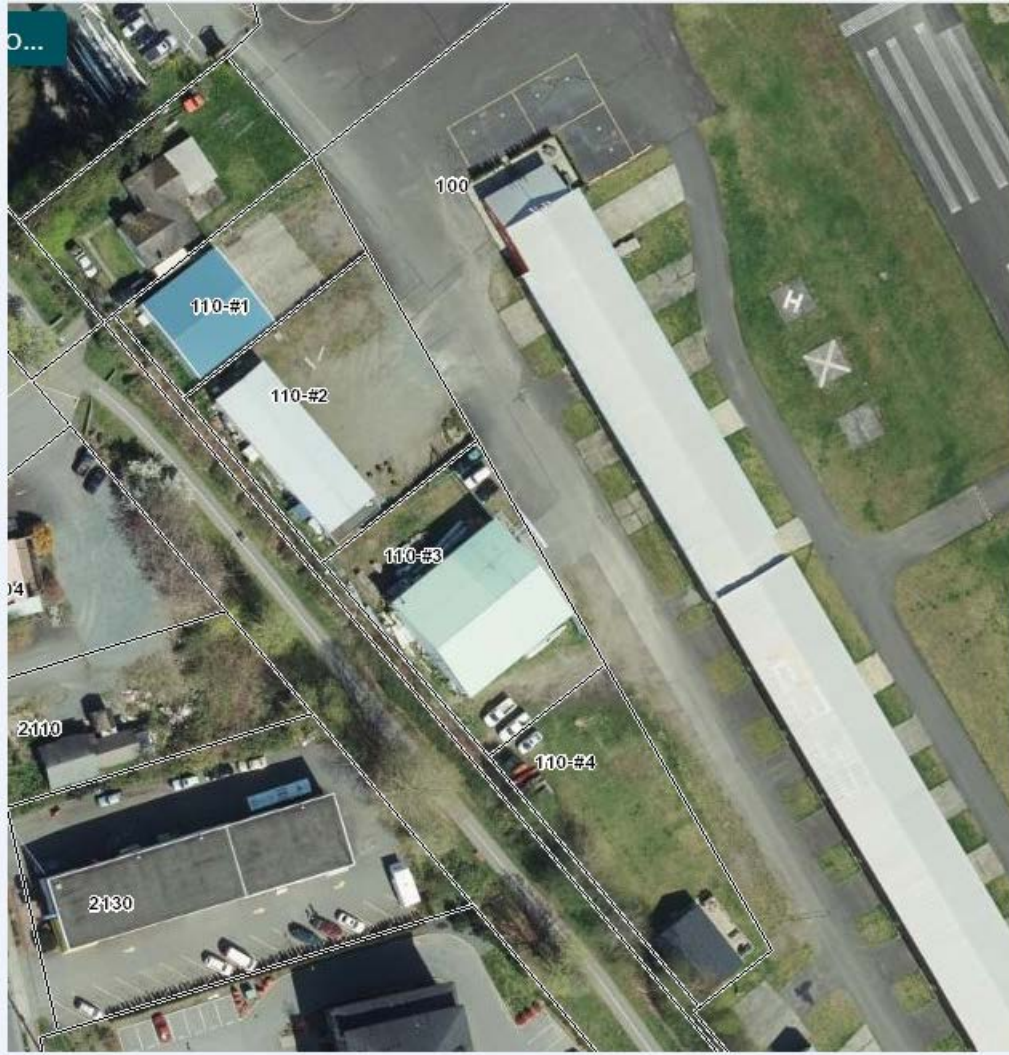
Attachments:

1. *Leases at the Courtenay Airpark*
2. *Lot 1, 100-20th Street Aerial Photo*
3. *License of Occupation*
4. *Lease Document*

Attachment 1

Leases at the Airpark





LICENCE OF OCCUPATION AGREEMENT

THIS AGREEMENT dated for reference the 6 day of September, 2019.

BETWEEN:

AP Aviation Services Ltd. (Incorporation No. BC1162488), a corporation duly incorporated under the law of the province of British Columbia and having an office at 100C, 20th St., Courtenay, BC V9N 2B5

(the "**Licensee**")

AND:

The City of Courtenay, a corporation duly incorporated under the law of the province of British Columbia and having an office at 830 Cliffe Ave., Courtenay, BC V9N 2J7

(the "**City**")

GIVEN THAT:

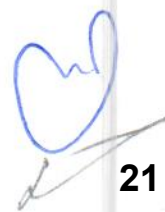
- A. The City is the registered owner of those certain lands and premises forming a portion of the Courtenay Airpark in the Province of British Columbia, more particularly known and described as:

LOT 1 SECTION 66 COMOX DISTRICT PLAN 14942
EXCEPT ANY PORTION OF THE BED OF THE COURTENAY RIVER

PID: 000-892-149

(the "**Lands**");

- B. The Lands are the subject of a lease dated 13 February 2004 (the "**Lease**"), which demised an estate in the Lands to a third party and authorized the tenant to place on the Lands an aircraft hangar, together with all replacements, alterations, additions, changes, substitutions, improvements and repairs (the "**Building**"), which would at all times remain the property of the tenant;
- C. The estate in the Lands has been assigned with the consent of the City, and the leasehold estate is currently owned by North Bend Ventures Ltd. (Incorporation No. BC248164), a corporation duly incorporated under the law of the province of British Columbia and having an office at 1085 Comox Rd., Courtenay, BC, V9N 3P7 ("**North Bend**");
- D. The term of the Lease ended on December 31, 2018, but pursuant to section 34 of the Lease North Bend, with the consent of the City, has become an overholding tenant entitled to possession of the Lands until December 31, 2019;



- E. The Licensee has purchased the Building from North Bend and the Licensee wishes to use, occupy and access the Lands for the purpose of maintaining the Building and carrying out aircraft service and repair operations;
- F. The City anticipates that the Lands will be the subject of a long-term lease in the future as the City's Council approved a lease term of 20 years on September 4, 2018;
- G. On July 2, 2019, the City provided notice of its Intent to Lease a Lot to the Licensee at the Courtenay Airpark for 20 years;
- H. The City is required to comply with the requirements of the *Community Charter* for the disposition of the Lands, which require notice of a proposed property disposition and Council approval;
- I. The City prefers all leases in the Courtenay Airpark commence on the same day and terminate concurrently; and
- J. Subject to the satisfaction of the requirements of Recitals H, the City has agreed that the Licensee may use and occupy the Lands for the purposes and on the terms and conditions herein set forth, on the understanding that the parties will endeavour to enter into a lease of 20 years, effective January 1, 2020.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and covenants contained herein and sum of \$10.00 now paid by the Licensee to the City, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. **Grant of Licence** – The City, on the terms and conditions set forth herein, grants to the Licensee (and its permitted assigns and their servants, agents and invitees) the non-exclusive right and licence (the "**Licence**") to enter onto and use the Lands for the purposes of maintaining the Building and carrying out aircraft service and repair operations, strictly in accordance with agreements entered into with the City.
- 2. **Term and Renewal** – This Licence shall commence on the 6th day of September, 2019 (the "**Commencement Date**"), and shall terminate on the 31st day of December, 2019 unless terminated on an earlier date by the City or by the Licensee pursuant to section 3 herein. If the Licensee duly and punctually observes and performs all of the covenants, agreements, conditions and provisos in this Agreement on the part of the Licensee to be observed and performed, then the term of this Licence shall be automatically renewed for a further one year period upon all covenants, agreements, conditions and provisos contained in this Agreement, except this covenant for renewal.



3. Termination

- (a) This Licence does not create any interest in the Lands and is exclusively for the benefit of the Licensee.
- (b) The Licence may be cancelled or terminated despite any rule of law or equity to the contrary in accordance with any of the following provisions:
 - (i) the Licensee will be entitled to terminate this Licence for any or no reason at any time upon giving 30 days' written notice to the City;
 - (ii) the City will be entitled to terminate this Licence at its sole discretion, for any or no reason and at any time upon giving 30 days' written notice to the Licensee;
 - (iii) the Licensee will be terminated if the City gives notice to the Licensee of a breach of this agreement in accordance with section 16 and the Licensee fails to remedy the breach within 30 days.

All of the Licensee's obligations under this Licence that are outstanding on the date that this Licence is terminated will survive the termination of this Agreement. For certainty, the Licensee's obligations to release and indemnify the City shall survive the termination of this Agreement, but only in respect of events occurring before termination of this Agreement.

- 4. **Powers** – For the purposes of the Licence herein, the Licensee and its servants, agents and invitees shall have the right to:
 - (a) use the Lands only for the purposes set out in section 1;
 - (b) have unobstructed access to and from the Lands at any and all times; and
 - (c) do all other things on the Lands as may be reasonably necessary, desirable and incidental to the use of the Lands.
- 5. **No Other Improvements** – Except for the existing Building, the Licensee will not, without the prior written consent of the City, construct, install, affix, place or store or permit the construction, installation, affixing, placing or storage of any buildings, structures, works, improvements, fencing, material or chattels or anything of any nature or kind including, without limitation, the parking or storage of vehicles on any part of the Lands.
- 6. **Site Clean-up** – Upon termination of this Licence, the Licensee will leave the Lands in a tidy condition, and the Licensee, if required by the City in its sole discretion, shall remove all personal property belonging to the Licensee within 7 days after termination of this Agreement. Any personal property not removed by the Licensee shall become the absolute property of the City free of all encumbrances, without payment of any compensation to the Licensee.



7. **No Waste or Nuisance** – The Licensee will not commit or allow any wilful or voluntary waste or destruction of the Lands, or do anything that may become a nuisance or annoyance to other occupiers of the Land or adjoining lands. The Licensee will not stockpile or burn any materials on the Lands.
8. **Compliance with Laws** – The Licensee will at all times during the currency of this Licence use the Lands in compliance with all statutes, laws, regulations and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or local government laws or statutes or bylaws relating to environmental matters, including all the rules, regulations, policies, guidelines, criteria or the like made under or pursuant to any such laws.
9. **Assignment** – Except as expressly set out herein, the rights granted to the Licensee under this Agreement may not be sublicensed, assigned, or otherwise transferred.
10. **Risk** – The Licensee accepts the Lands on an as-is basis and agrees that it will use the Lands at its own risk, and that the City will not be liable in respect of any loss of life, personal injury, damage to property or loss of property suffered by the Licensee, its servants, agents, or invitees arising out of this Agreement or its or their use and occupation of the Lands. The Licensee will confirm that it has acquired all rights necessary to use and occupy the Building from North Bend.
11. **Builders Lien Act** – If any claim of lien over the Lands is made under the *Builders Lien Act* for work performed on or materials supplied to the Lands at the Licensee's request, on the Licensee's behalf, or with the Licensee's permission, the Licensee will immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by the Licensee and the Licensee has taken the steps necessary to ensure that the claim of lien will not subject the Lands or any interest of the City's under this Agreement to sale or forfeiture.
12. **Indemnity** – The Licensee hereby indemnifies and saves harmless the City, its officers, directors, elected officials, employees and agents from and against any and all losses, claims, costs, expenses, damages and liabilities, causes of action, suits and judgments including all costs of defending or denying the same, and all costs of investigation, monitoring, remedial response, removal, restoration or permit acquisition and including all solicitor's fees and disbursements in connection therewith which at any time may be paid or incurred by or claimed against the City, its officers, directors, elected officials, employees, agents and invitees arising, directly or indirectly, out of:
 - (a) the uses of the Licensee under this Licence;
 - (b) a breach by the Licensee of any of the covenants contained in this Licence;
 - (c) any wrongful act or neglect of the Licensee on or about the Lands;
 - (d) any damage to property related to the Licensee's use and occupancy of the Lands;



- (e) the death of or injury to any person arising out of or in any way connected with, directly or indirectly, the Licensee's use and occupancy of the Lands.

This section does not apply to liabilities, damages, costs, claims, suits or actions arising out of the gross negligence or wilful misconduct of the City, its agents, servants, employees or contractors.

- 13. **Insurance** – The Licensee shall obtain and keep in force throughout the existence of the Licence insurance naming the City as an additional insured and protecting the City and the Licensee (without any rights of cross-claim or subrogation against the City) against claims by any person, including any member of the public using the Lands, for personal injury, death, property loss or damage, and third party liability or public liability claims arising from any accident or occurrence on the Lands or other loss relating to the Licensee's use of the Lands to an amount of not less than Five Million (\$5,000,000.00) Dollars per occurrence (the "**Insurance Policy**").

- (a) The Insurance Policy shall provide that it is not terminable or alterable without the giving of 30 days' written notice to the City.
- (b) At the time of execution of this Licence, the Licensee shall deliver to the City a copy of the Insurance Policy or an insurance certificate or binder or note evidencing that the Licensee has obtained the Insurance Policy on the terms set out herein.
- (c) At any time during the Term of this Licence the City may require the Licensee to provide evidence to it that the Insurance Policy is valid and in full effect.

14. **Environmental Clauses**

- (a) For the purpose of this Part:
 - (i) "*Environmental Law*" means all federal, provincial, municipal or local laws, statutes or ordinances relating to environmental matters, including all rules, regulations, policies, guidelines, criteria or the like promulgated under or pursuant to any such laws;
 - (ii) "*Hazardous Substance*" means a contaminant, pollutant, dangerous good, waste, toxic substance, special waste or hazardous substance as defined in or pursuant to any Environmental Law;
 - (iii) "*Notice*" means any citation, directive, order, claim, litigation, investigation, proceedings, judgment, letter or other communication, written or oral, actual or threatened, from any person, including any governmental agency;
 - (iv) "*Permit*" means any authorization, permit licence, approval or administrative consent issued pursuant to Environmental Law.

- (b) The Licensee will conduct its business and operation on the Lands in compliance with all Environmental Laws and all Permits.
- (c) The Licensee will forthwith notify the City of the occurrence of any of the following and will provide the City with copies of all relevant documentation in connection therewith:
 - (i) a release of a Hazardous Substance on the Lands, except as is authorized under Environmental Law;
 - (ii) the receipt by the Licensee of a Notice from any governmental agency of non-compliance pursuant to any Environmental Law, including a Notice of non-compliance respecting a Permit in connection with the Lands;
 - (iii) the receipt by the Licensee of a notice of a claim by a third party relating to environmental concerns in connection with the Lands; or
 - (iv) the receipt by the Licensee of information that indicates that Hazardous Substances are present in or on the Lands.
- (d) The Licensee will not permit the storage, treatment or disposal of Hazardous Substances on the Lands.
- (e) The Licensee will conduct such investigations, searches, testing, drilling and sampling ("**Investigations**") as may at any time be required by the City where any reasonable evidence exists that the Licensee's use or occupation of the Lands pursuant to this Licence may be introducing or increasing the existence of any Hazardous Substance on the Lands. If the Licensee does not complete the Investigations to the satisfaction of the City, the City may take any actions necessary to complete the Investigations, the cost of which actions will be borne by the Licensee.
- (f) If Hazardous Substances are present on or in the Lands as a result of the Licensee's use or occupation of the Lands pursuant to this Licence, the Licensee will take all necessary action, at the cost of the Licensee to remediate the Lands to a level acceptable to the City and to governmental authorities having jurisdiction.
- (g) Prior to the termination of this Licence, the Licensee will conduct all Investigations required by the City where any reasonable evidence exists that the Licensee's use or occupation of the Lands pursuant to this Licence has introduced or increased the existence of any Hazardous Substance on or in the Lands. The Licensee will provide the result of the Investigations to the City. Where any Hazardous Substance is found on or in the Lands as a result of the Licensee's use or occupation of the Lands pursuant to this Licence, the Licensee will take all necessary action, at the cost of the Licensee, to remediate the Lands to a level acceptable to the City and to governmental authorities having jurisdiction.

- (h) The Licensee will provide to the City satisfactory documentary evidence that all Permits are valid and in good standing as requested by the City from time to time.
 - (i) The Licensee will indemnify and save harmless the City, its elected officials, officers, employees, agents and others from and against any and all losses, claims, costs, expenses, damages and liabilities, including all costs of defending or denying the same, and all costs of investigation, monitoring, remedial response, removal, restoration or permit acquisition and including all solicitor's fees and disbursements in connection therewith which at any time may be paid or incurred by or claimed against the City, its elected officials, officers, employees, agents and others arising, directly or indirectly, out of:
 - (i) the Licensee's use or occupancy of the Lands which results in the presence, release or increase of any Hazardous Substance on or off-site of the Lands;
 - (ii) any reasonable action taken by the City with respect to the existence of or remediation for any such Hazardous Substance on or off-site of the Lands; or
 - (iii) any reasonable action taken by the City in compliance with any Notice of any governmental authority with respect to the existence of any such Hazardous Substance on or off-site of the Lands.
 - (j) Notwithstanding anything else in this Licence, the Licensee shall have no liability relating to contamination resulting solely from the City's use of the Lands or the use of the Lands by any party other than the Licensee or those for whom the Licensee is responsible for at law, nor shall the Licensee be required to remediate any environmental concerns which may result solely from the City's use of the Lands or the use of the Lands by any party other than the Licensee or those for whom the Licensee is responsible for at law.
15. **Notices** – Any notice or other writing required or permitted to be given to any party shall be sufficiently given if delivered by hand, or if sent by prepaid courier to such party as follows:

in the case of a notice to the Licensee, at:

AP Aviation Services Ltd.
100C, 20th St.
Courtenay, BC V9N 2B5

in the case of a notice to the City, at:

City of Courtenay
830 Cliffe Ave.
Courtenay, BC V9N 2J7



or at such other address or addresses as the party to whom such notice or other writing is to be given shall have last notified the party giving the notice in the manner provided in this section. Any notice or other writing sent in compliance with this section shall be deemed to have been given and received on the day it is so delivered unless that day is not a business day, in which case the notice shall be deemed to have been given and received on the next day that is a business day.


16. **Breach** – In the event that the Licensee breaches any term, condition, or provision of this Agreement, the Licensee shall remedy the breach within 30 days of receipt of a notice from the City and if the breach is not remedied within that time period, all rights accruing to the Licensee under this Agreement shall cease without further notice to the Licensee, unless the City, in its sole discretion, decides otherwise.
17. **City May Take Action** – If the Licensee fails to do any matter required of them under this Agreement, the City is entitled to take all such actions on the Licensee's behalf and at the Licensee's cost as are reasonably necessary to rectify the Licensee's failure, but the City is in no circumstance liable for not taking such action or its manner of doing so, provided that the City acts reasonably. The Licensee shall pay to the City the costs the City incurs pursuant to this provision forthwith upon receipt of an invoice.
18. **General**
 - (a) This Agreement will enure to the benefit of and be binding upon the Licensee and its successors, administrators and approved assigns and upon the City and its successors, administrators and assigns.
 - (b) Every reference to each party is deemed to include the heirs, executors, administrators, corporate successors, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or permits.
 - (c) Wherever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties thereto so require.
 - (d) This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement, and this Agreement may not be modified except by subsequent agreement in writing between the parties.
 - (e) Time is of the essence of this Agreement.
 - (f) The section headings have been inserted for reference only and do not define, limit, alter or enlarge the meaning of any provision of this Agreement.
 - (g) If any section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the

invalid portion is to be severed and the decision that it is invalid does not affect the validity of the remainder of this Agreement, the parties hereby agreeing that they would have entered into the Agreement without the severed portion.

- (h) The parties hereto shall execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this Agreement.
- (i) This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

CITY OF COURTENAY,
by its authorized signatories:



Authorized Signatory
JOHN WARD, CMC
DIRECTOR OF LEGISLATIVE & CORPORATE SERVICES



Authorized Signatory

AP AVIATION SERVICES LTD., by its
authorized signatories:



Authorized Signatory

Authorized Signatory

TERMS OF INSTRUMENT – PART 2

THIS AGREEMENT, dated for reference January 1st, 2020

BETWEEN:

THE CORPORATION OF THE CITY OF COURTENAY, a municipal corporation incorporated pursuant to the *Community Charter* and having its offices at 830 Cliffe Avenue, Courtenay, B.C., V9N 2J7

(the "**City**")

AND:

AP AVIATION SERVICES LTD. (INC. NO. BC1162488), a corporation duly incorporated under the law of the province of British Columbia and having an office at 100C, 20th Street, Courtenay, British Columbia V9N 2B5

(the "**Tenant**")

AND:

ALLAN MICHAEL PHAETON, businessperson, of 100C, 20th Street, Courtenay, British Columbia V9N 2B5

(the "**Indemnifier**")

WHEREAS:

- A. The City is the registered owner of lands and premises in Courtenay, British Columbia more particularly described as follows:

PID: 000-892-149, LOT 1, SECTION 66, COMOX DISTRICT, PLAN 14942 EXCEPT ANY PORTION OF THE BED OF THE COURTENAY RIVER

(hereinafter collectively called the "**Lands**");

- B. The Lands comprise part of the Courtenay Lands;
- C. The Tenant wishes to place, maintain and operate an aircraft hangar on the Lands for the purpose of carrying out aircraft servicing and repair operations (the "**Aviation Services**");
- D. The City has agreed to lease a portion of the Lands to the Tenant for the purposes of providing the Aviation Services, and the Tenant has agreed to accept the lease, all on the

terms and conditions herein set forth;

- E. The Indemnifier is the principal shareholder of the Tenant, and has become a party to this Agreement for the purpose of jointly and severally covenanting with the Tenant to indemnify the City in the manner provided in this Agreement; and
- F. In accordance with Section 26 of the *Community Charter*, the City has published notice in a newspaper of its intention to lease a portion of the Lands to the Tenant.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and of the mutual covenants and agreements herein set forth, the City and Tenant covenant and agree as follows:

1. PREMISES:

The City hereby demises and leases to the Tenant that part of the Lands identified as Lot 1 on the reference plan prepared by McElhanney Associates, BCLS on the 20th day of February, 1997 and registered as Plan VIP64872, a copy of which is attached as Schedule A hereto (the “**Premises**”).

2. TERM

- (a) The Term of this Agreement shall be for a period of FIVE (5) YEARS commencing on January 1st, 2020 and terminating on December 31st, 2024, subject to any right or renewal or earlier termination (the “**Term**”).
- (b) The Tenant shall, at the expiry or sooner determination of this Agreement or any renewal thereof peaceably surrender and yield unto the City the Premises together with all fixtures or erections which at any time during the Term of this Agreement or renewal thereof may be made thereon in good and substantial repair and condition and deliver to the City all keys to the Premises that the Tenant has in its possession.

3. RENEWAL

The Tenant, if not in default hereunder, may renew this Agreement for THREE (3) additional term(s) of FIVE (5) YEARS each on the same terms and conditions contained herein, save and except for this covenant for renewal and except that the Base Rent to be paid during such renewal period shall be fixed and determined by the City at the time of the renewal at any greater or other rate than herein reserved (based on the applicable policies of the City then in effect). The Tenant shall exercise this renewal by giving written notice to the City in the manner provided herein not less than SIX (6) MONTHS prior to the expiry of the term.

4. RENT

- (a) The Tenant shall pay to the City annual rent for each year of the Term in advance on the first business day of each year in the Term. The amount of annual rent for each year of the Term is as set out in the table below.

2020	\$2,130.49
2021	\$2,226.36
2022	\$2,326.54
2023	\$2,431.24
2024	\$2,540.64

(the “**Base Rent**”).

- (b) In addition to the Base Rent payable under Subsection (a), the Tenant shall pay to City, from time to time upon demand, all other sums payable to the City pursuant to this Agreement (the “**Additional Rent**”).
- (c) The lease in this Agreement is a net lease to the City, and the Base Rent and Additional Rent provided to be paid to the City under this Agreement (collectively, the “**Rent**”) will be net to the City and will yield to the City the entire such rental during the Term without abatement for any cause whatsoever. Except as specifically provided in this Agreement, all costs, expenses, and obligations of every kind and nature whatsoever relating to the Premises, whether or not referred to in this Agreement and whether or not of a kind now existing or within the contemplation of the parties, will be paid by the Tenant.

5. PURPOSE AND USE OF PREMISES

- (a) The Tenant will use the Premises for the Buildings for Aviation Services only, and no other uses or activities are permitted.
- (b) The rules and regulations attached as Schedule B and Schedule C together with such reasonable variations, modifications, and additions as shall from time to time be made by the City, shall be observed and performed by the Tenant, its agents, employees, sub-tenants, licensees and invitees. All such rules and regulations shall be deemed to form a part of this Agreement.

- (c) The Tenant shall comply with its articles, bylaws and constating documents at all times and shall notify the City whenever a change in the Tenant's articles, bylaws or constating occurs.

6. QUIET POSSESSION

The City hereby covenants with the Tenant that the Tenant, upon paying the Rent hereby reserved and performing the covenants hereinbefore contained, may peaceably possess and enjoy the Premises for the term hereby granted without any interruption or disturbance from the City or any person lawfully claiming by, from or under the City.

7. PAYMENT OF TAXES

The Tenant shall promptly pay when due municipal, regional district, school, hospital district and other property taxes and all other taxes, charges, levies, assessments, and other fees which may be imposed or that may arise in respect of the Premises or the Tenant's use of the Premises. The Tenant shall pay to the City all taxes, charges, levies and other fees, including Goods and Services Tax or any replacement tax, which may be payable in respect of this Agreement.

8. COMPLIANCE WITH REGULATIONS

The Tenant shall, in all respects, at all times during the Term abide by and comply with all applicable statutes, laws, regulations and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or municipal laws or statutes or bylaws relating to environmental matters and relating to the Lands and its operation, including all the rules, regulations, policies, guidelines, criteria or the like made under or pursuant to any such laws.

9. ASSIGNMENT AND SUBLEASES

The Tenant shall not make any assignment of this Agreement, nor any transfer or sublease of the whole or any part of the Premises demised or leased hereunder, without obtaining the prior consent in writing of the City to such assignment, transfer or sublease. In requesting the City's consent to an assignment, sublease or licence, the Tenant must provide the City with all information requested by the City. The Tenant must, if required by the City, enter into subleases, assignment agreements or licences on terms required by the City, including requirements for insurance and indemnities.

10. RIGHTS OF ACCESS

- (a) The City and its officers, servants or agents shall have full and free access to the Premises for inspection purposes during normal business hours and in the presence of the Tenant or a representative of the Tenant to any and every part of the Premises; it being expressly

understood and agreed, however, that in cases of emergency, the City and its officers, servants or agents, shall at all times and for all purposes have full and free access to the Premises.

- (b) The City shall have the right to enter upon the Premises to install, maintain and repair buildings, pipes, wires, airducts, utilities or any other installations required by the City for the City's use of the Lands.
- (c) Subject only to the provisions of this Agreement, the Tenant shall have the right of ingress and egress over the roadways located on the Lands subject to rules and regulations as may be established by the City respecting such use.
- (d) The Tenant shall not permit any vehicles belonging to the Tenant or to any sub-tenant, licensee, invitee, agent or employee to cause obstruction to any roads, driveways or common areas of the Premises, the Lands or in the neighbourhood surrounding the Lands, or prevent the ingress and egress to all other persons using the Lands.

11. "AS IS" CONDITION

The Tenant accepts the Premises "as is" and acknowledges that it has had the opportunity to undertake such inspections, tests and surveys of the Premises as it considers necessary and that the City has made no representations or warranties respecting the Premises, and that by entering into this Agreement, it is satisfied that the Premises is suitable for its purposes.

12. OWNERSHIP OF BUILDINGS

- (a) The City and the Tenant agree that the title to and ownership of all structures or improvements constructed, erected or installed to be constructed, erected or installed on the Premises by the Tenant, together with all replacements, alterations, additions, changes, substitutions, improvements and repairs thereto (the "**Buildings**"), shall at all times during the Term be vested in the Tenant, notwithstanding any rule of law to the contrary.
- (b) At the expiration or early termination of the Term, the City may require the Tenant to remove all or part of the Buildings at the Tenant's sole cost and any part of the Buildings not removed by the Tenant shall become the absolute property of the City free of all encumbrances, without payment of any compensation to the Tenant.
- (c) Notwithstanding Subsection (b), at the end of the Term, if the Tenant refuses or fails to remove the Buildings after a request by the City, the City may at its sole discretion elect to remove all or part of the Buildings and the Tenant shall reimburse the City for the cost of removing all or a part of the Buildings from the Premises.

13. CONSTRUCTION

- (a) If the Tenant is not then in default under this Agreement and with the prior written consent of the City, the Tenant may construct, renovate or replace the Buildings. In giving its consent, the City may impose any conditions, including, without limitation, location requirements, parking and access requirements, construction requirements, design requirements, use restrictions, financial restrictions, and security obligations.
- (b) The Tenant acknowledges that prior to any construction on the Premises, including construction, renovation or replacement of the Buildings, the Tenant must obtain a building permit and a development permit and comply with all other bylaw requirements imposed by the City on construction within its boundaries.
- (c) The Tenant shall promptly pay all charges incurred by the Tenant for any work, materials or services that may be done, supplied or performed in respect of the Premises and shall forthwith discharge any liens in respect of same at any time filed against the Lands.
- (d) The Tenant will not permit any liens, judgments or other charges to be registered against the Lands. If any lien, judgment or other charge is registered, the Tenant will obtain its discharge within THIRTY (30) DAYS of the said registration.

14. ZONING

The Tenant acknowledges that the Tenant must not use the Premises or permit a use of the Premises in breach of the City's zoning bylaw.

15. SAFETY

The Tenant shall take all possible precautions to ensure the safety of persons using the Premises and Buildings.

16. SIGNS AND NOTICES

The Tenant shall not display any signs or notices on the Premises without the prior written approval of the City with the exception of operationally required or safety related signs and notices. The Tenant shall inform the City about the installation of operationally required or safety related signs and notices.

17. ADDITIONAL RIGHTS OF THE CITY

The City reserves the right to grant leases or licences, rights of way or privileges to others on, over, under, through or across the Premises provided however that the granting of such rights of way or privileges will not damage or disrupt permanently the physical facilities of the Tenant,

will not impose any cost upon the Tenant, and will not weaken, diminish or impair the rights and obligations of the parties under this Agreement.

18. UTILITIES

- (a) If applicable, the Tenant shall, at the cost and expense of the Tenant, be responsible for the installation and maintenance of the connecting system to the water, sanitary sewerage and storm sewerage systems for the Lands, at the nearest point of connection. The Tenant shall not commence any such work without the prior written approval of the City. Prior to such approval being given, the Tenant will send copies of the plans and specifications for the connecting of such services to the City. Work will be performed under the supervision of a designated officer of the City.
- (b) The Tenant shall construct improvements on the Premises in such manner that the surface drainage water on the Premises will be discharged into the drainage system at the Lands. Plans for the construction of storm drainage services shall be subject to the approval in writing of the City prior to installation of such services, for compatibility with the field drainage channels serving the Premises, all at the cost and expense of the Tenant.
- (c) The Tenant shall, at the cost and expense of the Tenant, provide complete and proper arrangements for the adequate sanitary handling and disposal away from the Premises and Lands of all trash, garbage and other refuse on or in connection with the Tenant's operations under this Agreement, all to the satisfaction of the City. Piling crates, cartons, barrels or other similar items shall not be permitted in a public area on the Lands, or on the Premises.
- (d) The Tenant shall pay all charges for water supply, sewage disposal, garbage removal, gas, heating fuel, telephone service, cablevision, electricity, power or other utility or communication service rendered in respect of the Premises.

19. NUISANCE

The Tenant shall not at any time during the Term of this Agreement or any renewal thereof, use, exercise or carry on or permit or suffer to be used, exercised or carried on, in or upon the Premises or any part thereof any noxious, noisome or offensive act, trade, business, occupation or calling, and no act, matter or thing whatsoever shall at any time during the said term be done in or upon the Premises or any part thereof which shall or may be or grow to the annoyance, nuisance, damage or disturbance of the occupiers or owners of the land or adjoining land and properties, provided that the reasonable use of the Premises for the maintenance, storage, landing and taking off of aircraft shall not be considered a nuisance.

20. WASTE

The Tenant will not commit, suffer, or permit any wilful or voluntary waste, spoil or destruction of the Premises.

21. ENVIRONMENTAL RESPONSIBILITIES

(a) For the purpose of this section:

"Environmental Law" means all federal, provincial, municipal or local laws, statutes or ordinances relating to environmental matters, including all rules, regulations, policies, guidelines, criteria or the like promulgated under or pursuant to any such laws;

"Hazardous Substance" means a contaminant, pollutant, dangerous good, waste, toxic substance, special waste or hazardous substance as defined in or pursuant to any Environmental Law;

"Notice" means any citation, directive, order, claim, litigation, investigation, proceedings, judgment, letter or other communication, written or oral, actual or threatened, from any person, including any governmental agency;

"Permit" means any authorization, permit licence, approval or administrative consent issued pursuant to Environmental Law.

(b) The Tenant will conduct its business and operation on the Premises in compliance with all Environmental Laws and all Permits.

(c) The Tenant will forthwith notify the City of the occurrence of any of the following and will provide the City with copies of all relevant documentation in connection therewith:

- (i) a release of a Hazardous Substance on the Premises or the Lands, except as is authorized under Environmental Law;
- (ii) the receipt by the Tenant of a Notice from any governmental agency of non-compliance pursuant to any Environmental Law, including a Notice of non-compliance respecting a Permit;
- (iii) the receipt by the Tenant of a Notice of a claim by a third party relating to environmental concerns; or
- (iv) the receipt by the Tenant of information which indicates that Hazardous Substances are present in or on the Premises.

- (d) The Tenant will not permit the storage, treatment or disposal of Hazardous Substances on the Premises except in accordance with all Environmental Laws.
- (e) The Tenant shall not cause or suffer or permit any oil or grease or any harmful, objectionable, dangerous, poisonous, or explosive matter or substance to be discharged on to the Premises or any Buildings on the Premises and will take all reasonable measures for insuring that any effluent discharge will not be corrosive, poisonous or otherwise harmful, or cause obstruction, deposit or pollution on the Premises, or driveways, ditches, water courses, culverts, drains or sewers.
- (f) The Tenant will conduct such investigations, searches, testing, drilling and sampling (“**Investigations**”) as may at any time be required by the City where any reasonable evidence exists that the Tenant’s current or prior use or occupation of the Premises may be introducing or increasing the existence of any Hazardous Substance on the Premises. If the Tenant does not complete the Investigations to the satisfaction of the City, the City may enter on the property of the Tenant and take any actions necessary to complete the Investigations, the cost of which actions will be borne by the Tenant.
- (g) If Hazardous Substances are present on or in the Premises or the Lands as a result of the Tenant's use or occupation of the Premises, the Tenant will take all necessary action, at the cost of the Tenant to remediate the Premises or the Lands to a level acceptable to the City and to governmental authorities.
- (h) Prior to the termination of this Agreement, the Tenant will conduct all Investigations required by the City where any reasonable evidence exists that the Tenant's use or occupation of the Premises has introduced or increased the existence of any Hazardous Substance on or in the Land. The Tenant will provide the result of the Investigations to the City. Where any Hazardous Substance is found on or in the Premises or the Lands as a result of the Tenant's use or occupation of the Premises, the Tenant will take all necessary action, at the cost of the Tenant, to remediate the Premises or the Lands to a level acceptable to the City and to governmental authorities.
- (i) The Tenant will provide to the City satisfactory documentary evidence that all Permits are valid and in good standing as requested by the City from time to time.
- (j) The Tenant and the Indemnifier will, jointly and severally, indemnify and save harmless the City, its officers, directors, employees, agents and shareholders from and against any and all losses, claims, costs, expenses, damages and liabilities, including all costs of defending or denying the same, and all costs of investigation, monitoring, remedial response, removal, restoration or permit acquisition and including all solicitor's fees and disbursements in connection therewith which at any time may be paid or incurred by or claimed against the City, its officers, directors, employees, agents and shareholders

arising, directly or indirectly, out of:

- (i) a breach by the Tenant of any of the covenants contained in this Agreement;
 - (ii) where the Tenant's use or occupancy of the Premises results in the presence, release or increase of any Hazardous Substance on the Premises or the Lands (or on any other land by way of migration, seepage or otherwise);
 - (iii) any reasonable action taken by the City with respect of the existence of or remediation for any such Hazardous Substance on the Premises or the Lands (or on any other land by way of migration, seepage or otherwise); or
 - (iv) any reasonable action taken by the City in compliance with any Notice of any governmental authority with respect to the existence of any such Hazardous Substance on the Premises or the Lands (or on any other land by way of migration, seepage or otherwise).
- (k) The indemnities contained in this Agreement will survive the expiration or earlier termination of the Term.

22. INTERCEPTORS

If requested by the City, the Tenant at the cost of the Tenant shall provide grease, oil, and sand interceptors. All interceptors shall be of a type and capacity approved by the City and shall be readily accessible for cleaning and inspection. The Tenant, at the expense of the Tenant, shall maintain the interceptors in continuous, efficient operation at all times.

23. POLICE AND FIRE PROTECTION

The City shall not be responsible for providing fire protection to nor policing of the Premises, the Buildings and any improvements.

24. FIRE PREVENTION

The Tenant shall, at the expense of the Tenant, take all precautions to prevent fire from occurring in or about the Premises, and shall observe and comply with all laws and regulations in force respecting fires at the said Lands, and with all instructions given from time to time by the City with respect to fires and extinguishing of fires.

25. ADVERTISING

The Tenant shall not construct, erect, place or install on the outside of the Buildings or on the Premises any poster, advertising sign or display, electrical or otherwise, without first obtaining the consent, in writing, of the City.

26. INSURANCE

- (a) The Tenant shall obtain, at its own expense, and keep in force a policy of comprehensive/commercial general liability insurance providing coverage for death, bodily injury, property loss, property damage and other potential loss and damage arising out of the Tenant's use and occupation of the Premises in an amount of not less than FIVE MILLION (\$5,000,000.00) DOLLARS inclusive per occurrence.
- (b) Without limiting the Tenant's obligations and liabilities under this Agreement, the Tenant is responsible for insuring the Premises and all Buildings and structures located on the Premises and the contents of them, to full replacement cost against risk of fire and other risks against which a prudent owner would insure.
- (c) On the first day of the Term and at other times upon demand by the City, the Tenant shall deliver to the City certified copies of the policies of insurance required to be maintained by the Tenant under this Agreement.
- (d) The City may, from time to time, notify the Tenant to change the amount of insurance required by this Agreement and the Tenant will, within FORTY-FIVE (45) DAYS of receiving such a notice, cause the amounts to be changed and deliver to the City a letter from its insurer certifying the change in the amount of insurance.
- (e) The Tenant shall ensure that all policies of insurance pursuant to this Agreement:
 - (i) are underwritten by a responsible insurance company or companies licensed to do business in the Province of British Columbia and that meet with the reasonable approval of the City;
 - (ii) are written in the name of the Tenant and the City with loss payable to them as their respective interests may appear;
 - (iii) list the City as an additional insured;
 - (iv) contain a cross liability clause and a waiver of subrogation clause in favour of the City;
 - (v) are primary and do not require the sharing of any loss by any insurer that insures the City;

- (vi) contain a clause to the effect that any release from liability entered into by the City prior to any loss shall not affect the right of the Tenant or the City to recover; and
 - (vii) endorsed to provide the City with THIRTY (30) DAYS advance notice in writing of cancellation or material change.
- (f) The Tenant agrees that if it does not provide or maintain in force such insurance, the City may take out the necessary insurance and pay the premium therefore for periods of one year at a time, and the Tenant shall pay to the City as Additional Rent the amount of such premium immediately upon demand.
- (g) In the event that both the City and the Tenant have claims to be indemnified under any insurance, the indemnity shall be applied first to the settlement of claims of the City and the balance, if any, to the settlement of the claim of the Tenant.
- (h) The Tenant shall not do or permit to be done any act or things which may render void or voidable or conflict with the requirements of any policy or policies of insurance, including any regulations of fire insurance underwriter applicable to such policy or policies, whereby the Lands or the Buildings or the contents of the premises of any tenant are insured or which may cause any increase in premium to be paid in respect of any such policy.

27. RELEASE AND INDEMNITY

- (a) The City shall not be responsible in any way for any injury to any person or for any loss or damage to any property belonging to the Tenant or to other occupants of the Premises or to their respective sub-tenants, invitees, licensees, agents, employees, or other persons from time to time attending at the Premises, including without limiting the foregoing, any loss of or damage caused by theft or breakage or failure to maintain and keep the Premises, the Buildings, or the land in good repair and free from refuse, obnoxious odours, vermin or other foreign matter, defective wiring, plumbing, gas, sprinkler, steam, running or clogging of the above pipes or fixtures, or otherwise, acts, or negligence of guests, invitees, or employees or the Tenant or any other occupants of the premises, or the acts or negligence of any owners or occupiers of adjacent or continuous property or their guests, invitees, or employees, act of God, acts or negligence of any person not in the employment of the City, or for any other loss whatsoever with respect to the Premises, the Lands, or any business carried thereon.
- (b) The Tenant and Indemnifier hereby jointly and severally release the City and its elected officials, officers, employees, contractors, agents, successors and assigns from and against any and all liabilities, damages, costs, claims, suits, or actions, which the Tenant

or Indemnifier may have, now or in the future, in relation to this Agreement, the Premises or the Tenant's use or occupancy of the Premises.

- (c) Save and except for the negligence of the City, and its elected officials, offices, employees, contractors, agents, successors and assigns, the Tenant and the Indemnifier, jointly and severally, will and hereby do indemnify and save harmless the City from any and all liabilities, damages, costs, claims, suits, or actions, (including without limitation, the full amount of all legal fees, costs, charges and expenses whatsoever) directly or indirectly arising from:
- (i) any breach, violation, or non-performance of any covenant, condition or agreement in this Agreement set forth and contained on the part of the Tenant to be fulfilled, kept, observed and performed;
 - (ii) any act, omission, or negligence of the Tenant, its members, officers, directors, employees, agents, contractors, subcontractors, subtenants, licensees, invitees or others for whom it is responsible;
 - (iii) any gas, oil or other such spill or leak caused from the use of the Premises which may cause contamination to the environment or otherwise contravene the Waste Management Act;
 - (iv) any damage to property occasioned by the Tenant's use and occupation of the Premises and Buildings or any injury to person or persons, including death, resulting at any time from the Tenant's use and occupation of the Premises and Buildings; or
 - (v) the granting of this Agreement,

and this indemnity shall survive the expiry or sooner determination of this Agreement.

28. TEMPORARY SUSPENSION OF SERVICE

Without limiting or restricting the generality of this Agreement, the Tenant shall not have nor make any claim or demand, nor bring any action or suit or petition against the City or any of its officers, servants or agents for any damage which the Tenant may sustain by reason of any temporary suspension, interruption or discontinuance, in whole or in part, from whatever cause arising in services supplied by the City hereunder.

29. REPAIRS AND MAINTENANCE

- (a) Throughout the Term at its own expense, the Tenant shall repair and maintain the Premises and the Buildings and keep the Premises and the Buildings in a state of good

repair as a prudent owner would do. The City will not be obliged to repair, maintain, replace or alter the Premises, the Buildings, or any other building or structure or any part thereof on the Premises during the Term or to supply any services or utilities thereto save and except for such services and utilities as the City may be required to provide strictly in its capacity as a municipality and not in its capacity as a landlord. The Tenant hereby assumes the full and sole responsibility for the condition, operation, maintenance, repair, replacement and management of the Premises and Buildings during the Term.

- (b) The Tenant shall upon written notice from the City, make any repairs that are, in the opinion of the City, necessary to the Premises or Buildings within SIXTY (60) DAYS of receipt of such notice.
- (c) The Tenant shall clear all ice and snow, cut grass, landscape, repair and replace as necessary all sidewalks, driveways, parking areas and other public areas on or adjacent to the Premises in a well maintained, clean, tidy and safe state as befits land used for an airport hangar adjacent to an airport and as a prudent owner would do.
- (d) The Tenant shall not allow any ashes, refuse, garbage or other loose or objectionable material to accumulate on the Premises and shall maintain receptacles for garbage disposal and for the disposal of oil and other waste products.
- (e) The Tenant shall not, without the prior written consent of the City, make any alterations to the landscaping and topography of the Premises.
- (f) The Tenant shall reimburse the City for expenses incurred by the City in repairing any damage caused to the Premises, the improvements thereon or any part thereof as a result of the negligence or wilful act of the Tenant, its invitees, licensees, agents or other persons from time to time in or about the Premises or the Lands.

30. CITY'S RIGHT TO PERFORM

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

31. DEFAULT

- (a) If the Tenant defaults in the payment of any money payable under this Agreement or fails

to observe, comply with or perform any of its covenants, agreements or obligations under this Agreement, the City may deliver to the Tenant a notice of default (in the manner required herein for giving notices) stipulating that the default must be rectified or cured within FIFTEEN (15) DAYS of the notice if the default is non-payment of Rent and within THIRTY (30) DAYS of the notice for other defaults, but less or no notice is required to be given by the City in emergency or urgent circumstances, as determined by the City in its sole discretion, acting reasonably, or where the Tenant has failed to keep the Premises insured.

- (b) If the default (other than payment of money payable by the Tenant under this Agreement and other than failure to keep the Premises insured) reasonably requires more time to rectify or cure than THIRTY (30) DAYS, the Tenant will be deemed to have complied with the rectification or curing of it if the Tenant commences rectifying or curing the default within THIRTY (30) DAYS after notice from the City and diligently completes the same.

32. CITY'S RIGHTS ON DEFAULT

Notwithstanding any other provisions of this Agreement, if the Tenant fails to rectify any default, breach or non-observance of this Agreement within the time specified in Section 31, in or in respect of any of the covenants, which on the part of the Tenant ought to be observed or performed, then it shall be lawful for the City, its servants or agents to do any, all, or a combination of the following:

- (a) re-enter and thereafter to have, possess and enjoy the Premises and the Buildings and all improvements thereon; nevertheless, the City may, at its option, except as hereinafter set forth, compel the Tenant to remove from the Premises any Buildings, improvements and any goods, chattels, materials, effects or things from the Premises all at risk of cost and expense of the Tenant;
- (b) terminate this Agreement; or
- (c) exercise or obtain such other rights as may be permitted by this Agreement or at law.

33. CREDITORS

If the Term of this Agreement or any renewal hereby granted shall at any time be seized or taken in execution or in attachment by any creditor of the Tenant or if the Tenant shall make any assignment for the benefit of creditors, or become bankrupt or insolvent, or if the Tenant takes the benefit of any Act or regulation that may be in force for bankrupt or insolvent debtors, then in any such case the Term of this Agreement or any renewal thereafter, shall at the option of the City, immediately become forfeited and void, and all Rent then due shall immediately become

due and payable, and in such case it shall be lawful for the City for any time thereafter to enter into and upon the Premises, or any part thereof, and repossess the Premises or any portion thereof for its sole use, and anything herein contained to the contrary notwithstanding.

34. HOLDING OVER

If at the expiration of the Term the Tenant shall hold over with the consent of the City, the tenancy of the Tenant shall thereafter, in the absence of written agreement to the contrary, be from year to year, with the amount of Base Rent for the year being increased by FOUR AND A HALF (4.5) PERCENT from the annual Base Rent paid the preceding year and shall be subject to all other terms and conditions of this Agreement.

35. DISTRESS

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

36. WAIVER OR NON-ACTION

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

37. NO ABATEMENT

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

38. REMEDIES CUMULATIVE

No reference to or exercise of any specific right or remedy by the City prejudices or precludes the City from any other remedy, whether allowed at law or in equity or expressly provided for in this Agreement. No such remedy is exclusive or dependent upon any other such remedy, but the City may from time to time exercise any one or more of such remedies independently or in combination. Without limiting the generality of the foregoing, the City is entitled to commence

and maintain an action against the Tenant to collect any rent not paid when due, without exercising the option to terminate this Agreement.

39. NO JOINT VENTURE

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

40. TERMINATION ON CHANGE OF USE OR DAMAGE TO PREMISES

- (a) If for any reason the Lands cease to be used for the take-off and landing of aircraft, the City or Tenant may terminate this Agreement by giving SIXTY (60) DAYS written notice of its intention to terminate this Agreement, and after the expiration of such period of notification, this Agreement shall be determined and ended without further notice or delay.
- (b) The parties hereto agree that if the Premises are damaged in any manner so as to render them unfit for the purposes of the Tenant, the City shall not be required to repair such damage or to make the Premises reasonably fit for the purposes of the Tenant, and the Tenant may at its option, exercised within SIXTY (60) DAYS of the occurrence of such damage, elect to repair the damage or to terminate this Agreement and the election shall be by notice in writing to the City. If the Tenant elects to terminate this Agreement, then the Tenant shall immediately deliver possession of the Premises to the City.

41. ENUREMENT

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

42. INTERPRETATION

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

43. NO EFFECT ON LAWS OR POWERS

Nothing contained or implied herein prejudices or affects the City's rights and powers in the exercise of its functions pursuant to the *Community Charter* (British Columbia) or its rights and powers under any enactment to the extent the same are applicable to the Lands or the Premises, all of which may be fully and effectively exercised in relation to the Lands or the Premises as if this Agreement had not been fully executed and delivered.

44. NOTICES

- (a) Whenever in this Agreement it is required or permitted that notice or demand be given or served by either party of this Agreement to or on the other, such notice or demand will be in writing and will be validly given or sufficiently communicated if forwarded by express mail to the addresses set out at the beginning of this Agreement.
- (b) Such addresses may be changed from time to time by either party giving notice as above provided.
- (c) Notice shall be deemed to have been effectively communicated or given on the day received or on the FIFTH (5th) DAY after it was mailed or sent, whichever is the earlier.

45. AUTHORITY

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

46. ENTIRE AGREEMENT

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

47. COVENANTS AND CONDITIONS

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

48. REGISTRATION

The Tenant shall be responsible for any costs of registering this Agreement in the Land Title Office, including the costs or any plan necessary for the registration of this Agreement and any modification of this Agreement.

49. TIME OF THE ESSENCE

Time shall be of the essence of this Agreement.

50. TENANT'S REPRESENTATIONS AND WARRANTIES

The Tenant represents and warrants that the Tenant:

- (a) has the power and capacity to enter into and carry out the obligations under this Agreement; and
- (b) has completed all necessary resolutions and other preconditions to the validity of this Agreement.

51. FINANCIAL REPORTS

The Tenant will provide its yearly financial reports to the City within 8 weeks of the Tenant's financial year-end.

52. LAWS OF BRITISH COLUMBIA

This Agreement shall be construed by the laws of the Province of British Columbia.

53. COUNTERPARTS

This Agreement may be executed in any number of counterparts (including counterparts by facsimile), each of which will be deemed to be an original and all of which, taken together, will be deemed to constitute one and the same instrument. Delivery by facsimile or by electronic transmission of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile or by electronic transmission shall also deliver an originally executed counterpart of this Agreement, but the failure to deliver an originally executed copy does not affect the validity, enforceability or binding effect of this Agreement.

54. SEVERANCE

If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid will not affect the validity of the remainder of this Agreement.

As evidence of their agreement to be bound by the above terms, the parties each have executed and delivered this Agreement as of the date indicated below and if applicable, by executing Part 1 of the *Land Title Act* Form C which is attached hereto and forms part of this Agreement.

THE CORPORATION OF THE CITY OF COURTENAY has executed this Agreement by its authorized signatories this ____ day of _____, 20____:

Name:

Name:

AP AVIATION SERVICES LTD. has executed this Agreement by its authorized signatories this ____ day of _____, 20____:

Name:

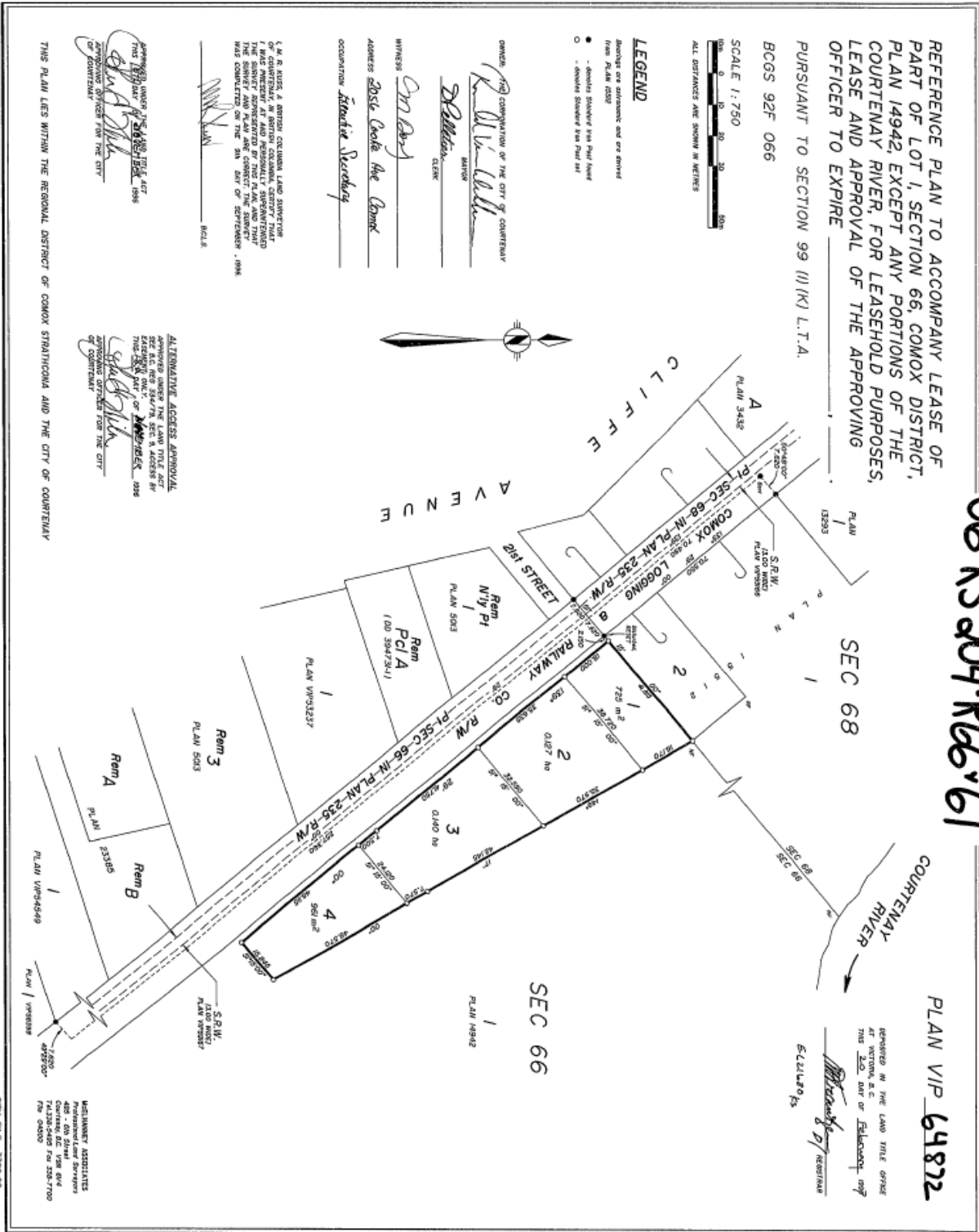
Name:

ALLAN MICHAEL PHAETON has executed this Agreement this ____ day of _____, 20____:

_____)	
)	
_____)	_____
Witness Name:)	ALLAN MICHAEL PHAETON
)	
)	

SCHEDULE A

PLAN OF PREMISES



SCHEDULE B

RULES AND REGULATIONS

1. The Tenant shall ensure that there is a proper run-up pad for aircraft and the run-up of aircraft does not cause a dust problem.
2. The Tenant shall take all reasonable steps to minimize the effect of dust blowing onto the marina.
3. The Tenant shall not block access to other buildings or structures on the Lands.
4. The Tenant shall ensure that all aircraft are parked in a safe manner.
5. The Tenant shall ensure that no equipment is parked on the Lands except for aircraft and auxiliary equipment.
6. The Tenant shall ensure that all volatile liquids are stored in a safe manner.

SCHEDULE C

GENERAL CONDITIONS FOR PARKING ON PREMISES

1. All persons who park motor vehicles on Premises must be a member in good standing of the Courtenay Airpark Association.
2. All persons who park motor vehicles on Premises must abide by all conditions of the City (e.g. No commercial use, aircraft storage only, area must be kept clean of garbage, etc.)
3. All persons who park motor vehicles on Premises must pay an annual parking fee in the amount determined by the City.
4. All persons who park motor vehicles on Premises need permission of the City to make alterations or improvements to the parking space.
5. All motor vehicles parked on Premises must have comprehensive/commercial general liability insurance for the benefit of the City providing coverage for death, bodily injury, property loss, property damage and other potential loss and damage arising out of the use and occupation of the Premises or the Lands.
6. All motor vehicles parked on Premises shall not have running engines or be refuelled inside hangars.
7. If electricity is provided, a separate fee will be charged, and maximum load is limited to 100 watts.



THE CORPORATION OF THE CITY OF COURTENAY

STAFF REPORT

To: Council

File No.: 3060-20-1918

From: Chief Administrative Officer

Date: December 16, 2019

Subject: Development Permit with Variance No. 1918 – 1211 Ryan Road

PURPOSE:

The purpose of this report is for Council to consider issuing a Development Permit with Variance to reduce the side yard setback on Lot C, Section 14, Comox District, Plan 30335, Except Part in Plan VIP57242 to accommodate an addition to an existing office building.

CAO RECOMMENDATIONS:

That based on the December 16th, 2019 staff report “Development Permit with Variances No. 1918 – 1211 Ryan Road”, Council approve OPTION 1 and proceed with issuing Development Permit with Variances No. 1918.

Respectfully submitted,

David Allen, BES, CLGEM, SCLGM
Chief Administrative Officer

BACKGROUND:

The subject property is located at 1211 Ryan Road on the southwest corner of Ryan Road and Hunt Road. The property is 2,648 m² (0.65 ac) in size, and is zoned Commercial Four (C-4).

The property is currently developed with a one-storey 461 m² (4,962 ft²) commercial building occupied by an engineering and surveying consulting firm. The property is located within an established commercial area and has frontage on Ryan Road. A map showing the location of the subject property is included in **Figure No. 1** and views of the property from Ryan Road and Hunt Road are included as **Figures No. 3 and No. 5**.



Figure 1. Subject Property (outlined in red)

Proposal

The applicant is proposing to construct a two storey, 534 m² (5,748 ft²) addition at the northeast side of the existing one-storey building (along Hunt Road). There is a narrow outdoor space proposed between the two buildings. Two walkways will connect the buildings. A recessed walkway is also proposed along the Hunt Road portion of the building. The rationale for the addition and variance is to accommodate interior floor area for the business operations of the tenant, adjacent to their existing office building. The applicant's plans are referenced in Schedule No. 1 of the Draft Development Permit with Variance shown in **Attachment No. 1**.

In order to accommodate the addition the applicant is seeking a reduction in the corner side yard building setback from 7.5 metres to 4.65 metres as detailed below.

DISCUSSION:

Zoning Review

The subject property is zoned Commercial Four (C-4). The proposed two-storey development complies with the zoning regulations for the C-4 zone with the exception of the side yard setback along Hunt Road. This variance is shown in **Figure 2**. A 4.5m landscape buffer is required along Hunt Road. The landscape plan shows landscaping within the entire proposed 4.65m side yard, and therefore landscaping is compliant with the Zoning Bylaw setbacks.

	Required	Proposed Addition
Permitted Use	Office	Office
Side Yard (corner, along Hunt Road)	7.5m	4.65m
Building Height	9.5m	8.0m
Landscaping and Screening	4.5m wide area when adjoining a street	4.65m
Parking	1 stall/37.5m ² of floor area	999.98m ² floor area/37.5 = 27 stalls Applicant proposes 30 stalls

Table 1. Zoning Compliance (C-4 zone and proposal)

Parking

The site has 27 existing stalls, including one space for persons with disabilities and one small car space. Three parking stalls will be added to the existing parking for a total of 30 parking spaces. The proposal meets City requirements for number of stalls and stall width and length.



Figure 2. Proposed addition (shown in grey) and side yard variance (shown in red)

Development Permit Guidelines

Development Permit Guidelines guide the elements of a development proposal, including architectural character, site design and landscaping. The Commercial Development Permit Checklist was submitted by the applicant in support of the development permit application (see **Attachment No. 4**). The applicant demonstrates the proposal aligns with the relevant guidelines for commercial developments and that ten of the guidelines are not applicable. Staff agree with the applicant's assessment as detailed below.

Form and Character

Due to the size of the proposed addition, the form and character of the development is considered as part of this application. The building and site design is consistent with the direction established in the Commercial Development Permit Area. A review of the applicant's plans indicates the scale, form, height, and character of the development is compatible with the existing building as well as buildings on adjacent properties. The proposed addition has been designed to add visual interest to the existing building's massing and fascia lines, with a recessed walkway and wood columns. The proposed colours

complement the colours of the existing office building. Roof top equipment is concealed by a parapet. This rooftop design is consistent with other commercial buildings in the area.

A rendering of the existing building and proposed building addition is included in **Figure No. 4**.

Signage

New signage is being proposed as part of the development on the northeast corner on the proposed addition. The proposed fascia signage is compliant with *Sign Bylaw No. 2760, 2013*. A separate sign permit application will be required. There is also existing signage on the west side of the building. The proposed and existing signage can be seen in **Figures No. 5 and No. 6**.

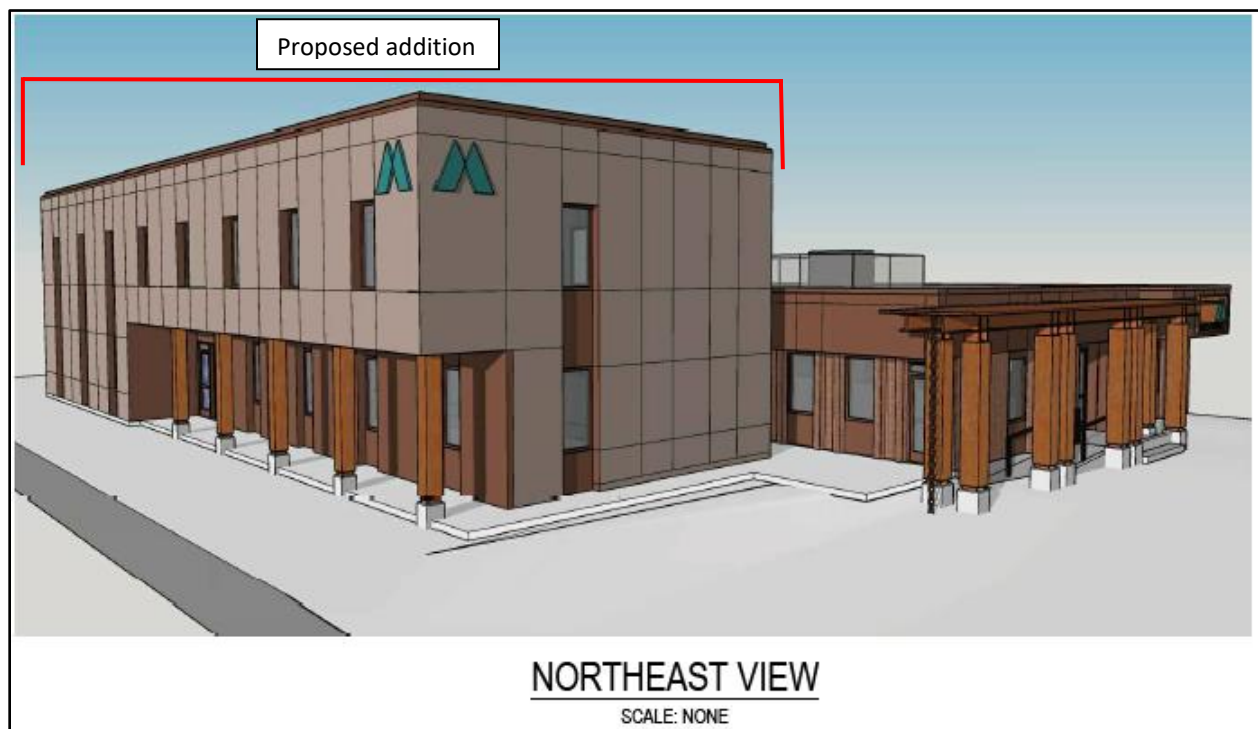


Figure 3. Rendering of Building with Proposed Addition

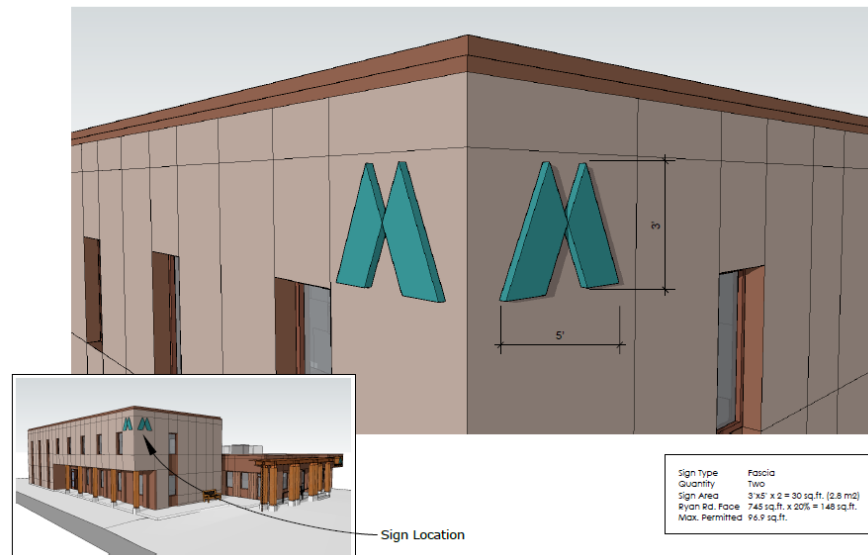


Figure 4. Rendering of proposed signage

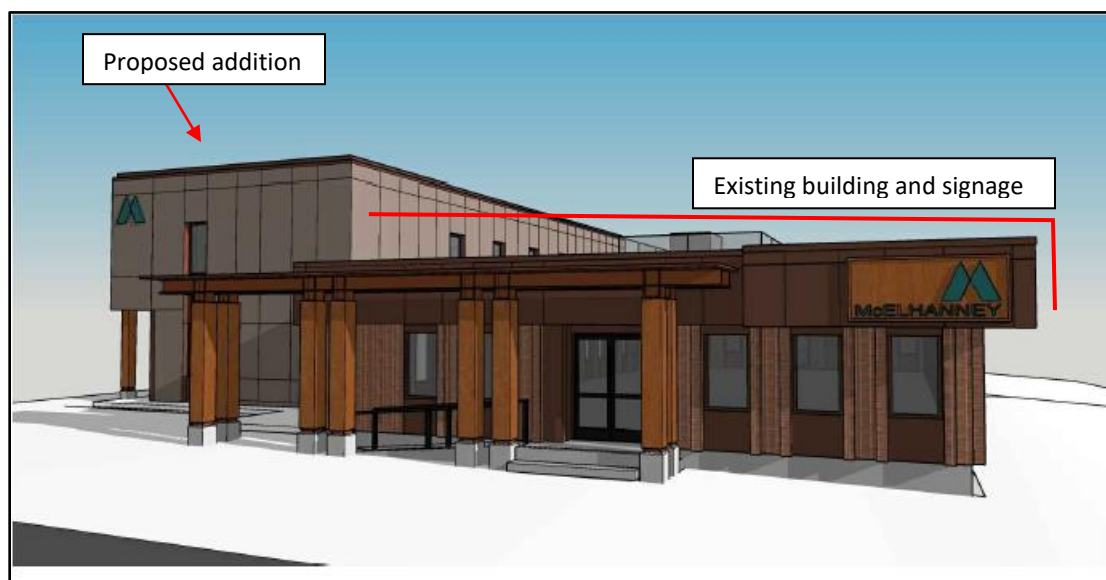


Figure 5. Existing office building and signage

Siting, Landscaping and Screening

The building addition is orientated towards Hunt Road and the proposed landscaping runs along the Hunt Road side yard. The landscape design for this addition includes native shrubs and grasses, river rock features and a crushed aggregate path with a lawn. There is existing amenity space for the use of employees. The outdoor space between the two buildings also provides natural light to each building. Other siting considerations such as waste disposal, pathways and orientation are existing on the parcel.

Evaluation

If the proposed variance is approved, the two-storey addition will have a 4.65 m side yard setback on the east portion of the site. There is no significant impact on the surrounding properties, as the side yard runs parallel to Hunt Road. Along the southeast of the property, the development is bordered by parking on the neighbouring parcel, as can be seen in Figure No. 1. As the side yard will have varied landscaping, the visual impact of the shorter side yard setback will be softened. The proposed building design is consistent with both the existing office building on the property and the surrounding commercial buildings.

Staff have assessed this proposal relative to the regulations within the C-4 zone and confirmed that the proposal meets all regulations with the exception of the variance discussed above which is minor and supportable. Staff have further assessed this proposal relative to applicable development permit guidelines and conclude that it is consistent with the direction established within these guidelines and recommend issuance of Development Permit with Variance 1918.

FINANCIAL IMPLICATIONS:

There are no direct financial implications related to the processing of this Development Permit with Variance application as the fees are designed to offset the administrative costs. The fee for the Development Permit with Variance was \$4,000.

The property owner would also be required to apply for a Building Permit and subsequent inspections. Development Cost charges (DCC's) will be collected at the rate set out in the DCC bylaw.

ADMINISTRATIVE IMPLICATIONS:

Processing development variance permits is a statutory component of the work plan. Staff has spent approximately 35 hours processing this application to date. Should the proposed development variance permit be approved, an additional two hours of staff time will be required to register the permit and close the file. Additional staff time will be required to process the building permit application including inspections.

ASSET MANAGEMENT IMPLICATIONS:

There are no Asset Management Implications associated with this application.

STRATEGIC PRIORITIES REFERENCE:

There are no direct references. However, processing development applications is a fundamental corporate and statutory obligation of the City.

OFFICIAL COMMUNITY PLAN REFERENCE:

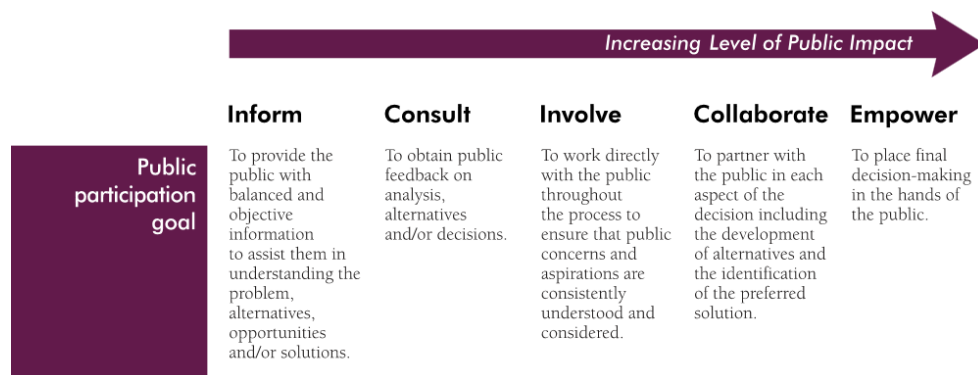
The OCP contains policies that encourage the infill of commercial properties prior to consideration of new commercial areas (4.2.2(1)). The City also supports a strong, diversified commercial base within municipal boundaries that provide employment and service opportunities (4.2.2(5)).

REGIONAL GROWTH STRATEGY REFERENCE:

4.4 (14) - Promote and support the overall economic viability of the municipal areas so that they can continue to provide primary base for residential, commercial and institutional activities.

CITIZEN/PUBLIC ENGAGEMENT:

Staff **consulted** the public based on the IAP2 Spectrum of Public Participation



The applicant distributed a public information package to property owners and occupiers within 30m of the property and held a public information meeting on October 23, 2019. According to the applicant one person attended and provided comment (**Attachment No. 3**). The City has not received any public comments resulting from the public information meeting.

In accordance with the *Local Government Act*, the City has notified property owners and occupants within 30m of the subject property of the requested variances and provided the opportunity to submit written feedback. To date, staff has received no responses.

OPTIONS:

OPTION 1: (Recommended)

That based on the December 16th, 2019 Staff report “Development Permit with Variance No. 1918 – 1211 Ryan Road” Council approve OPTION 1 and issue Development Permit with Variance No. 1918.

OPTION 2: Defer issuance of Development Permit with Variance No. 1918 pending receipt of further information.

OPTION 3: Not approve Development Permit with Variance No. 1918

Prepared by:

Reviewed by:

Cassandra Marsh, BA
Planner I

Ian Buck, MCIP, RPP
Director of Development Services

Attachments:

1. *Attachment No. 1: Draft Development Variance Permit and Associated Schedules*
2. *Attachment No. 2: Applicant's Letter of Rationale*
3. *Attachment No. 3: Public Comment*
4. *Attachment No. 4: Commercial Development Permit Area Compliance Checklist*

Attachment No. 1:
*Draft Development
Permit with Variance*

THE CORPORATION OF THE CITY OF COURTENAY

Permit No. 3060-20-1918

DEVELOPMENT PERMIT WITH VARIANCE

December 16, 2019

To issue a Development Permit with Variance

To: **Name:** 1112971 BC LTD.
 Address: 1830 Lake Trail Road
 Courtenay, BC
 V9N 9C2

Property to which permit refers:

Legal: Lot C, Section 14, Comox District, Plan 30335, Except Part in Plan VIP57242
Civic: 1211 Ryan Road

Conditions of Permit:

Permit issued to the property legally described as Lot C, Section 14, Comox District, Plan 30335, Except Part in Plan VIP57242, allowing for the construction of an 461 m², two-storey addition to the rear of the existing building with the following variances to the City of Courtenay Zoning Bylaw No. 2500, 2007:

8.21.5 (3) Setbacks - Reduce the side yard building setback from 7.5 meters to 4.65 meters.

Development Permit with Variance No. 1918 is subject to the following conditions:

- a) That the development shall conform to the plans as shown in *Schedule No. 1*, as designed by Phillipa Atwood Architect, dated 21 June 2019;
- b) That landscaping shall conform to the plans and specifications contained in *Schedule No. 2*, as signed by Bloom Landscape Architecture, dated on 03 September 2019;
 1. Submission of landscape security in the amount of \$43,847.50 (\$35,078.00 x 125%), as estimated by Lindsay Clement, MBCSLA, CSLA dated 25 November, 2019;
 2. Landscaping must be completed within one year of the date of issuance of the occupancy permit by the City;
 3. The minimum depth of topsoil or amended organic soil on all landscaped areas is to be as follows:
 - Shrubs – 450mm; groundcover and grass – 300mm; and trees – 300mm.
- c) A sign permit shall be obtained prior to any new signage being installed on the property;
- d) All parking must be developed in accordance with Zoning Bylaw No. 2500, 2007, Off-Street Parking and Loading Spaces;

- e) All exterior lighting must be Full-Cut Off Flat Lens to light parking, loading and pedestrian areas; and
- f) A tree cutting permit is required prior to the removal of any tree over 20 cm diameter at breast height.
- g) The development shall meet all other applicable requirements, standards and guidelines; and
- h) No alterations or amendments shall be made without the City's permission. A formal amendment application is required if the plans change or additional variances are identified after the permit is issued.

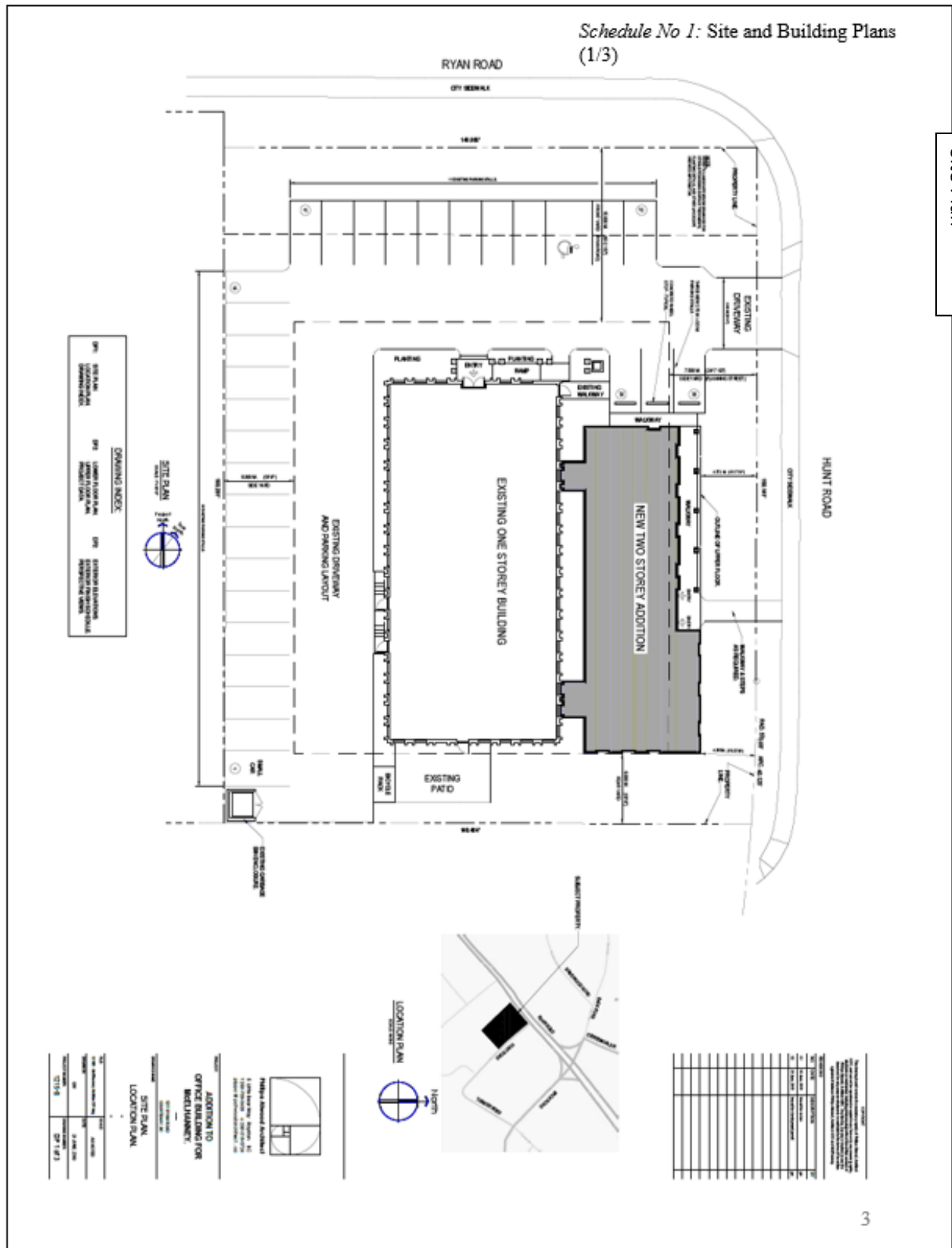
Time Schedule of Development and Lapse of Permit

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

Date

Director of Legislative Services

Schedule No. 1
Site Plan



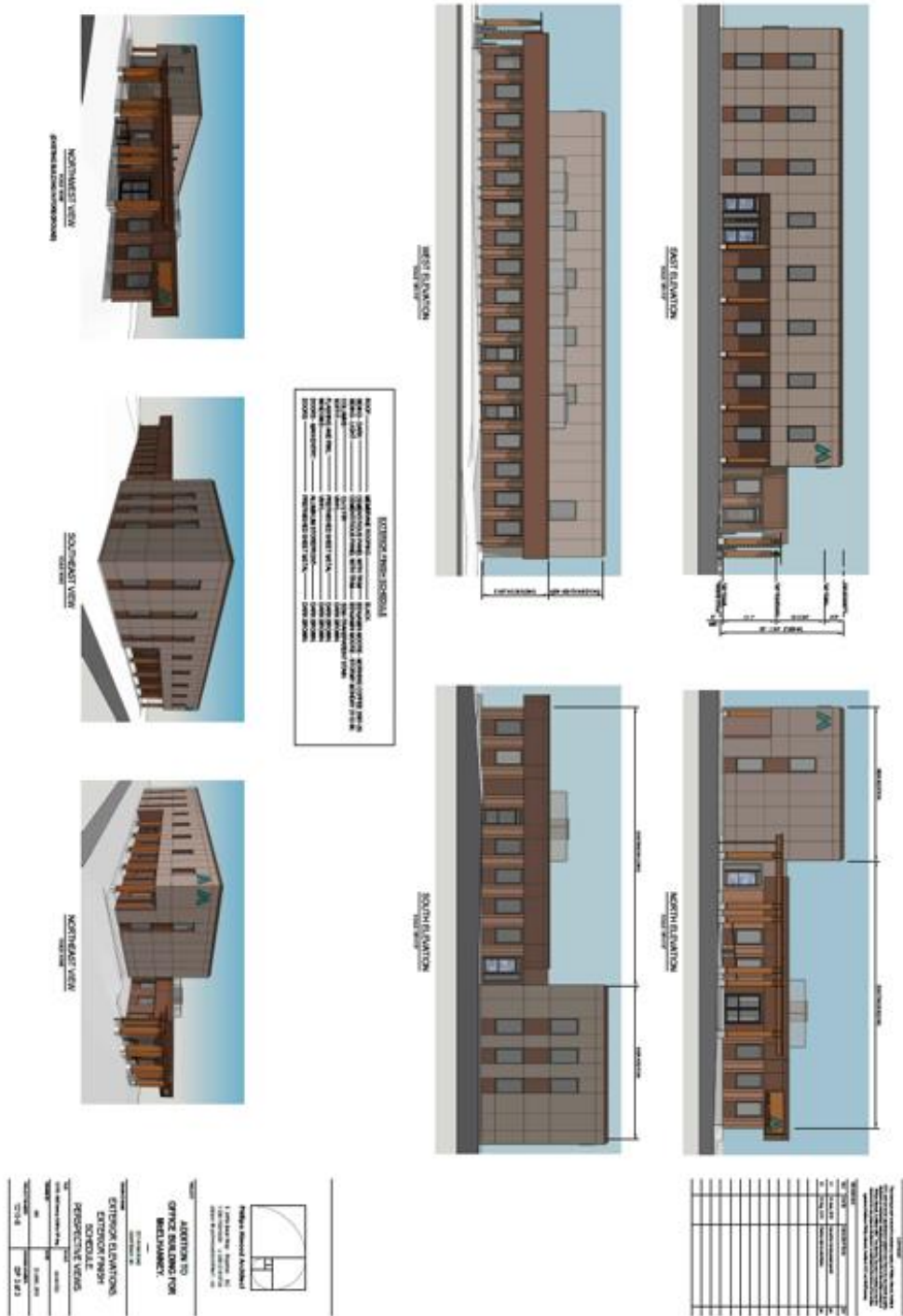
Schedule No 1: Site and Building Plans
(2/3)

[illegible]

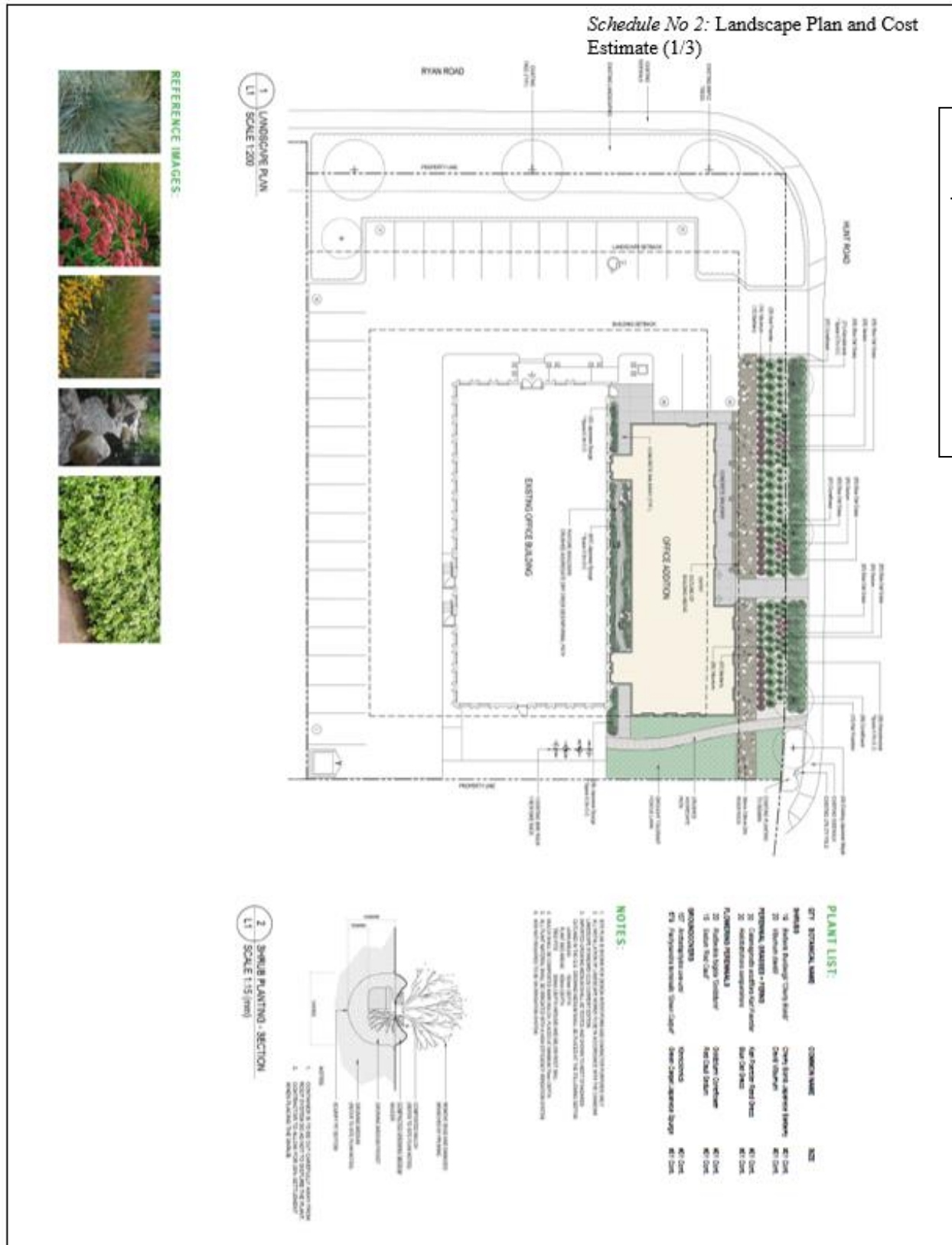
Date: _____		Page: _____	
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81	82	83	84
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93	94	95	96
97	98	99	100

4

Schedule No 1: Site and Building Plans
(3/3)



Schedule No. 2
Landscape Plan and Cost Estimate



*Schedule No 2: Landscape Plan and Cost
Estimate (2/3)*

Bloom Landscape Architecture

P.O. Box 403
Union Bay, BC, V0R 3B0
t: 250-218-1303

November 25, 2019

City of Courtenay
830 Cliffe Avenue
Courtenay, BC
Attn: Development Services

Re: McElhanney Office Addition – Landscape Site Plan

To whom it may concern:

Please accept this letter as verification that the estimated cost of the landscape work for the above noted project is \$35,078.00. This price includes the supply and installation of all softscape work, hardscape work, and irrigation and is exclusive of any applicable taxes.

Should you have any questions please contact the undersigned.

Sincerely,



Lindsay Clement, MBCSLA, CSLA
Bloom Landscape Architecture
t: 250-218-1303 | www.bloom-la.com

*Schedule No 3: Landscape Plan and Cost
Estimate (3/3)*

Class D Estimate of Probable Costs - Landscape Works

Project: McElhanney Office Addition

Drawing Reference: Issued for Development Permit

Date: 2019-09-03

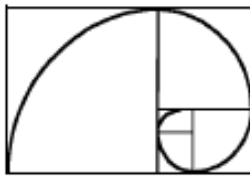
1.0	Site Preparation	Unit	Qty.	Unit Price	TOTAL
1.1	Clearing and grubbing of existing vegetation	Sq.m	352	\$3.00	\$ 1,056.00
1.2	Fine grading +/- 10mm	Sq.m	352	\$3.00	\$ 1,056.00
1.3	Excavation plant beds (450mm)	Sq.m	187	\$5.00	\$ 935.00
Sub-total 1.0					\$ 3,047.00
2.0	Hardscape				
2.1	50mm-150mm round rock surfacing	Sq. m	68	\$35.00	\$ 2,380.00
2.2	Crushed aggregate surfacing	Sq.m	28	\$35.00	\$ 980.00
Sub-total 2.0					\$ 3,360.00
3.0	Softscape	Unit		Unit Price	TOTAL
3.1	Growing medium - lawn (150mm deep)	Cu.m	10	\$65.00	\$ 650.00
3.2	Growing medium - plant beds (450mm deep)	Cu.m	84	\$65.00	\$ 5,460.00
3.3	Feature boulder	Ea.	5	\$300.00	\$ 1,500.00
3.4	Lawn - broadcast seeding	Sq.m	69	\$5.00	\$ 345.00
3.5	#1 Container plants	Ea.	920	\$16.00	\$ 14,720.00
3.6	Composted bark mulch	Sq.m	187	\$8.00	\$ 1,496.00
Sub-total 3.0					\$ 24,171.00
5.0	Site Servicing	Unit		Unit Price	TOTAL
5.1	High efficiency irrigation system	L.S.	1	\$4,500.00	\$ 4,500.00
Sub-total 5.0					\$ 4,500.00
Total all works:					\$ 35,078.00

Notes:

* Units rates are based upon 2018 contractor pricing

* Total does not include applicable taxes

* Price includes supply and installation



Phillipa Atwood Architect

5 Little Bear Way
Royston BC V0R 2V0
250.703.0433
250.218.0724
pippa@patwoodarchitect.ca

Attachment No. 2:
*Applicant's Letter of
Rationale*

Project Summary

The proposed new building will be located beside the existing one storey office building located at 1211 Ryan Road. The proposed 2 storey building at the corner of Hunt Road and Ryan Road will provide additional office space for McElhanney Ltd. therefore it will be attached to the existing building via 2 connecting walkways. The narrow exterior space between the walkways and the 2 buildings will be landscaped to be visually appealing but will not be useable outdoor space.

The form and character of the proposed building is designed to be respectful of its prominent corner location. A covered walkway directs pedestrians to the entry doors from both Hunt Road and the parking area. The walkway is flanked by 12"x12" wood columns that mimic the design of the 16"x16" wood columns at the existing main entry. The deep articulation of the walkway provides weather protection for both pedestrians and building occupants. Slightly recessed windows throughout provide further façade articulation. Window recesses, dimensions, colours and materials also mimic those architectural features on the existing building.

Parking is provided for 30 vehicles to the north and west of the existing building. 27 parking stalls are required. This includes one accessible parking stall. Bicycle parking is provided at the rear entrance of the existing building. All rooftop mechanical equipment required will be hidden behind an approximately 3'-6" high perimeter parapet.

A new approximately 9'x 4' wooden sign is proposed for the northwest corner of the existing building. For both sides of the northeast corner of the new building, a raised 'M', the tenants' corporate logo, is proposed in a teal colour. They will be lit with either down, or back lighting.

A variance is being requested to reduce the east side setback on Hunt Road from 7.5 meters to 4.65 meters. The request is made to allow the tenant to obtain the additional interior floor area necessary for their business operations in a location adjacent to their local main office.

Exterior finish materials:

- Cementitious panel with trim in dark brown and taupe.
- Dark brown frame vinyl windows and dark brown flashing.
- 12"x12" fir columns with semi-transparent stain
- Vinyl soffit in dark brown
- Flashing in dark brown
- Aluminum storefront entry doors in dark brown.
- Prefinished metal side doors in dark brown.


Sincerely,

Phillipa Atwood Architect AIBC, MRAIC, LEED® AP



Attachment No. 3:
Public Comment

Summary of Comments Received at Neighbourhood Meeting

1.	Neighbourhood meeting held in regards to:		Development variance permit application.
2.	Meeting Date and Time:		October 23, 2019 @ 1:00 to 2:00 PM
3.	Meeting Location:		McElhanney's boardroom @ 1211 Ryan Rd.
4.	Advertising:	Newspaper (attach tear sheet)	Date: Not required.
		Notices Mailed	Date: October 3, 2019.
		Notices Hand delivered	Date: None
5.	Numbers of attendees	Attach sign in sheet	One (1)
6.	Summarize the comments received		<p>The funeral business owner who attended voiced his support for the proposed design. He also indicated his pleasure with the improvements already done to the existing building and site.</p> <p>His one concern was about construction noise impacting his business negatively during funeral services. Ryan McQueen, an owner and the contractor, was present and gave Kent his phone number so they can communicate during construction and try to minimize construction noise when necessary.</p>
7.	Attach copies of written comments received		Attached.
	Signature of Applicant or Agent certified that the information is accurate and complete.		 Signature

PUBLIC INFORMATION MEETING

October 23, 2019

Addition to Office Building for McElhanney, 1211 Ryan Road

COMMENT SHEET

Name: KENT RODUCK. Email: COMVALEH@SHAW.CA
Address: 1101 RYAN ROAD Phone: 250-334-0707

McElhanney Ltd. has applied to the City of Courtenay for a Development Variance Permit for a new 2 storey addition to their existing building. This project is under review by staff in the Planning Department of the City.

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

I have no issues, other than entering into an agreement that, upon reasonable notice, day to day management will cease all construction work while (Mr. Roduck) is conducting funeral & memorial services for approximately 48 hours prior and an hour following.

[Signature]

Please return your comments by: October 31, 2019

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

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

Attachment No. 4: Commercial
Development Permit Area
Compliance Checklist



**CITY OF COURTENAY
Planning Services**

830 Cliffe Avenue
Courtenay, BC, V9N 2J7
Tel: 250-334-4441 Fax: 250-334-4241
Email: planning@courtenay.ca

**COMMERCIAL
CHECKLIST**
COMMERCIAL DEVELOPMENT PERMIT AREA

The following checklist provides a quick reference for compliance with the guidelines contained within Section 8.2 Commercial Development Permit Area of the City of Courtenay Official Community Plan No. 2387, 2005. Applicants are required to complete this checklist and indicate in the comment box how their proposal complies with each development permit guideline. Where an element of the design does not comply with a guideline, a justification stating the divergence and the reason shall be made. A separate sheet may be used to provide comment. **Incomplete forms will result in application delays.**

Project Address: 1211 RYAN RD.		Date: NOV. 29 / 19
Applicant: PHILLIPS ATWOOD ARCHITECT		Signature:
A. FORM AND CHARACTER	Yes	No
1. The scale, form, height, setback, materials and character of new development shall be compatible with neighbouring developments.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. The perimeter of buildings shall relate to a pedestrian scale. This may be expressed by detailing of the façade, window size, awnings and roof canopies. Create visual interest by providing variations in height and massing. Awnings, lighting fixtures and other structures shall be architecturally integrated with the design of the buildings. Large expanses of any one material are not acceptable without architectural detail to create visual interest and to avoid a monotonous appearance.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. All roof top, mechanical equipment shall be screened from view or screened to blend in with the roof and elevator penthousing and shall be incorporated into the overall architectural treatment of the building.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. To support the pedestrian environment, continuous weather protection should be provided over pedestrian areas at all exterior building walls.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Buildings shall maintain and enhance existing views.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Buildings located on corner lots, lots adjacent to a residential property or next to public open spaces shall be stepped down toward the flanking street, adjacent building, or public open space.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Stepped or varied building massing, articulated building walls and roof lines and sloped roofs shall be incorporated to develop building form and character.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. The architectural design and building materials shall be of a high standard that indicates quality, stability and permanence.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Any wall of a building which is visible from the street shall be finished to the same standard as the front of the building to provide an attractive appearance.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Buildings should be designed so that their form does not restrict sun penetrations to public and pedestrian areas. Consider building orientation and stepped massing.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Where more than one building is to be constructed on a site, the buildings shall share common architectural features.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Variance requested for Hunt Rd. setback.

Recess and columns provide articulation + pedestrian scale walkway.

Screened by high parapet.

Covered walkway at main entry.

stepped in at ground level.

As noted.

Wood, concrete + cement panel.

All 4 facades finished to same standard.

'Atrium' allows natural light to east side of existing building.

Includes window sizes, wood columns, panel articulation.

12. Where a development is to be constructed in several phases, the proposed phasing plan indicating the sequence and timing of construction shall be included as part of the development permit application.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A
B. SIGNAGE	Yes	No	Explanation of Non-Conformity
1. All signs shall conform to the City of Courtenay Sign Bylaw No. 2760, 2013 and all amendments thereto.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
C. SITING, LANDSCAPING AND SCREENING	Yes	No	Explanation of Non-Conformity
1. A Landscape Architect or registered professional shall prepare a plan which will incorporate plant species, quantities and installation suitable for the project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2. A detailed landscaping and screening plan, drawn to scale and showing the type, size and location of proposed landscaping shall be submitted with the development permit application.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3. A continuous perimeter landscaped buffer area of at least 7.5 metres in width shall be provided along the inside of all property lines adjacent to Cumberland Road, Cliffe Avenue, 17 th Street, 29 th Street, Island Highway, Mission Road, Ryan Road and Lerwick Road. A continuous perimeter landscaped buffer area of at least 4.5 metres in width shall be provided along the inside of all property lines adjacent to all other roads, except at approved access points. All boulevard areas shall be landscaped and consistent with the onsite landscaping plans. Foundation landscaping along the face of buildings is encouraged. Landscaping shall be incorporated within all setback areas. Where a building is greater than 4500 m ² , a continuous perimeter landscaped area of at least 15 metres in width shall be provided along the inside of the adjacent property line.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4. Parking and outdoor storage shall not be permitted in the required landscape setback.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5. To separate parking, services or storage areas from adjacent properties, a landscaped buffer area of at least 2.0 metres in width and 2.0 metres in height, shall be provided along the inside of all property lines.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A
6. A minimum 7.5 metre continuous landscape buffer shall be provided along all adjacent residential and institutional property boundaries.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7. If a property is adjacent to the Agricultural Land Reserve boundary, a fence and landscaping buffer area of at least 10 metres in width shall be provided along the inside of the property line.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A
8. Loading areas, garbage and recycling containers shall be screened and gated to a minimum height of 2 metres by buildings, a landscaping screen, solid decorative fence or a combination thereof.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Chain link fencing shall be used only when screened by landscaping. Decorative fences are encouraged.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10. Developments shall include installation of street trees and sidewalks along all adjacent streets. Boulevards of adjacent streets shall be landscaped, irrigated and maintained by adjacent developments. Distinct paved surfaces, benches and ornamental street lights are encouraged throughout the site. Outdoor patios or amenity areas for employees are encouraged	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

11. Sidewalks of an appropriate width shall be provided along the full length of the building along any façade featuring a customer entrance, and along any façade abutting a parking area. Planting beds for foundation landscaping, shall be incorporated, where appropriate into the design of the sidewalk along the façade of the buildings.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12. All internal pedestrian walkways shall be distinguished from driving surfaces through the use of durable, low maintenance surface materials such as pavers, bricks, or concrete to enhance pedestrian safety and comfort, as well as the attractiveness of the walkways.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. Undeveloped areas of the site shall be left in its natural state if there is substantial existing native vegetation. Otherwise, the owner will undertake vegetation control within 6 months of building occupancy satisfactory to the City.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A
14. Any development adjacent to or near stream or wetland areas shall adhere to the requirements of the Stream Stewardship, 1993 guidelines and "Land Development Guidelines for the Protection of Aquatic Habitat 1992" prepared by the Department of Fisheries and Oceans and the Ministry of Water, Land and Air Protection along all streams and their tributaries.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A
15. The City may require an environmental analysis of site conditions in areas subject to natural hazards such as slope slippage, drainage, or high vegetation value, prior to development.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A
16. It is City policy to limit the peak run off from areas of new development to that which the same catchment areas would have generated under the pre-development land use. A storm water management plan will be required as part of any development and shall be prepared by a Professional Engineer to comply with the City's stormwater management policies and plans and the City's Water Balance Model	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
17. Setbacks areas abutting stream areas shall be fenced prior to development occurring to prevent encroachment of equipment or material into the stream system.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A
18. A biophysical assessment of the site prepared by a professional biologist may be required outlining any environmental values to be protected during and after developments and the methods to achieve this to the satisfaction of the City and federal and provincial agencies.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A
19. Prior to the subdivision or development of land containing a stream, the natural watercourse and surrounding area shall be considered for dedication to the Crown, the Municipality or other public agencies committed to the protection and preservation of natural watercourses.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A
20. The City will require the following minimum depth of topsoil or amended organic soils on all landscaped areas of a property: • shrubs – 450 mm • groundcover & grass – 300 mm • trees – 300 mm around and below the root ball	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
21. All landscape areas shall be serviced by an underground irrigation system.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

D. LIGHTING	Yes	No	Explanation of Non-Conformity
1. Lighting should be designated for security and safety. However, there should not be glare on neighbouring properties, adjacent roads or the sky.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2. All new, replacement and upgraded street lighting in existing and proposed developments will be Full-Cut Off/Flat Lens (FCO/FL) luminaires to light roads, parking, loading and pedestrian areas. Exterior building lighting will also be required to have FCO lighting fixtures.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
E. PARKING	Yes	No	Explanation of Non-Conformity
1. Parking areas shall be screened from adjacent properties and from direct views of parked vehicles from the street. The screening should consist of landscaping and fencing. Parking areas shall include landscaped areas, defined by concrete curbs, to provide visual breaks between clusters of approximately ten stalls.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2. Vehicular and truck movement patterns shall be illustrated to ensure adequate circulation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3. The exterior façade of parking structures should be architecturally integrated and provide continuity with commercial uses at street level.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A
4. Pedestrian sidewalks connecting building entrances to and through parking areas and sidewalks of the adjacent streets shall be provided.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5. Bicycle parking facilities shall be provided at grade near the primary building entrances.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	



THE CORPORATION OF THE CITY OF COURTENAY

STAFF REPORT

To: Council

File No.: 6480-01

From: Chief Administrative Officer

Date: December 16, 2019

Subject: OCP Advisory Committee - Appointment of the Chair and Deputy Chair and Revision of the Terms of Reference

PURPOSE:

The purpose of this report is for Council to consider the appointment of a Chair and Deputy Chair to the OCP Advisory Committee (a Council Select Committee) and make a minor modification to the committee's terms of reference.

CAO RECOMMENDATION:

THAT based on the December 16, 2019 staff report "OCP Advisory Committee - Appointment of the Chair and Deputy Chair and Revision of the Terms of Reference", Council appoint Dr. Norman Carruthers as the Chair; and Dr. Betty Donaldson as the Deputy Chair of the Committee as recommended by the committee members; and

THAT the Terms of Reference of the OCP Advisory Committee (OCP-AC) be revised as follows:

10.1 The OCP-AC shall meet as required in the Council Chambers located at the City of Courtenay City Hall, 830 Cliffe Avenue, or at an alternate facility as required on a specified day, at a specified time when matters are referred by the Director of Development Services or their authorized designate;

Respectfully submitted,

David Allen, BES, CLGEM, SCLGM
Chief Administrative Officer

BACKGROUND:

Fourteen enthusiastic community members were appointed as OCP Advisory Committee (OCP-AC) members at the October 21, 2019 meeting to assist the OCP implementation process. The first orientation meeting was held at the Native Sons Hall on November 1st, 2019.

At the first meeting, the members were asked to nominate the Chair and Deputy Chair of the Committee pursuant to section 8.0 of the terms of reference. Two members were nominated for the Chair and two members were nominated for the Deputy Chair. Subsequently, the members were asked to consider the nominations and individually notify staff who they recommend via email.

The majority of members responded in support of nominating Dr. Carruthers for the Chair position and Dr. Donaldson for the Deputy Chair position. Based on the member's nomination, staff recommend that Council appoint Dr. Carruthers as the Chair and Dr. Donaldson as the Deputy Chair pursuant to section 48 of the Council procedure Bylaw No. 2730, 2013.

DISCUSSION:

Dr. Carruthers has a wealth of local government administration experience as the former CAO of the City of Nelson as well as through having held various management positions with the City of Calgary. Dr. Donaldson, who is a Professor Emerita at the University of Calgary, is passionate about bringing senior's perspectives to OCP. Both individuals have been active in many community volunteer roles in the past few years including serving on various Boards.

Staff are confident that Dr. Carruthers and Dr. Donaldson are fully capable of chairing the committee and diligently building consensus at critical milestones. Therefore, staff recommend Council appoint these two individuals to the roles as recommended by the Committee.

In addition to the appointment of the Chair and Deputy Chair, a minor revision to the Committee's terms of reference is required. In this regard, Council Chambers is just large enough to accommodate the Committee members and staff, but it does not provide enough room to hold a meeting in the event the team of consultants makes a presentation or many members of the public wish to attend. Accordingly, Staff recommend that the requested revision to the committee's terms of reference be approved to provide staff with greater flexibility in meeting location. The meeting location will always be advertised in advance of the meeting, similar to Public Hearings that are held off site from time to time.

ADMINISTRATIVE IMPLICATIONS:

Both Development Services and Legislative Services Department staff provide administrative assistance to the Committee and Chair and Deputy Chair in preparation of meetings, drafting agenda, taking meeting minutes, and other necessary administrative support as required.

FINANCIAL IMPLICATIONS:

As these are volunteer positions there are no financial implications with the appointment of the Chair and Deputy Chair.

ASSET MANAGEMENT IMPLICATIONS:

There are no direct asset management implications.

2019 - 2022 STRATEGIC PRIORITIES REFERENCE:**November 2019 Strategic Priorities, Council Priorities: #1 OCP-Consultation Process****Strategic Priorities 2019 - 2022****We proactively plan & invest in our natural & built environment**

- ▲■ Support actions to address Climate Change mitigation and adaptation
- ▲ Support social, economic and environmental sustainability solutions

We support diversity in housing & reasoned land use planning

- Complete an update of the City's OCP and Zoning Bylaw

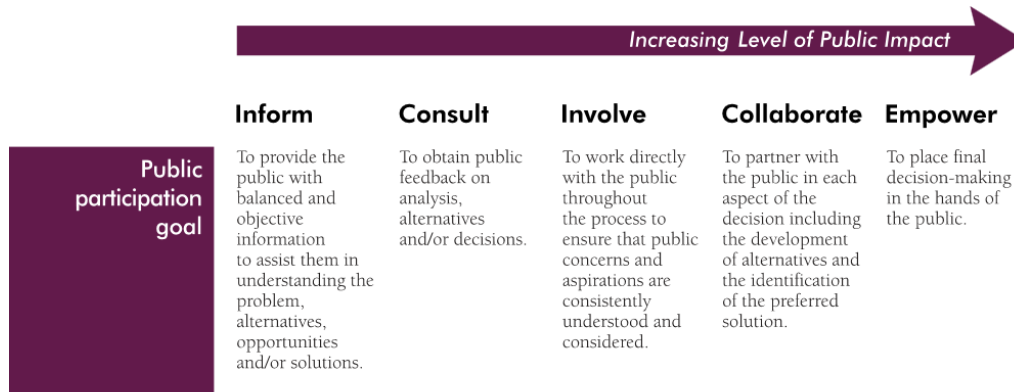
OFFICIAL COMMUNITY PLAN REFERENCE:

Not specifically referenced but the project aligns with the current work on updating the OCP.

REGIONAL GROWTH STRATEGY REFERENCE: Not referenced.

CITIZEN/PUBLIC ENGAGEMENT:

Staff would “**Inform**” based on the IAP2 Spectrum of Public Participation.

**OPTIONS:**

OPTION 1: Council appoint Dr. Norman Carruthers as the Chair; and Dr. Betty Donaldson as the Deputy Chair of the Committee as recommended by the committee members; and

THAT the Terms of Reference of the OCP Advisory Committee be revised as follows:

10.1 - The OCP-AC shall meet as required in the Council Chambers located at the City of Courtenay City Hall, 830 Cliffe Avenue, or at an alternate facility as required on a specified day, at a specified time when matters are referred by the Director of Development Services or their authorized designate;

(Recommended)

OPTION 2: Council appoint different individuals to be Chair and Deputy Chair of the OCP-AC, and an alternate approach to the recommended revision of the Terms of Reference.

Prepared by:

Tatsuyuki Setta, RPP, MCIP
Manager of Community and Sustainability Planning

Reviewed by:

Ian Buck, RPP, MCIP
Director of Development Services



THE CORPORATION OF THE CITY OF COURTENAY

STAFF REPORT

To: Council
From: Chief Administrative Officer
Subject: Zoning Amendment Bylaw No. 2984 – 1581 Dingwall Road

File No.: 3360-20-1913
Date: December 16, 2019

PURPOSE:

The purpose of this report is for Council to consider a Zoning Amendment application for the property legally described as Lot 16, Section 16, Comox District, Plan 7037 Except That Part in Plan 44368. The proposed amendment is to permit an increase from one to two accessory dwelling units on the property located at 1581 Dingwall Road.

CAO RECOMMENDATIONS:

THAT based on the December 16th, 2019 Staff report, "Zoning Amendment Bylaw No. 2984 – 1581 Dingwall Road" Council approve OPTION 1 and proceed to First and Second Readings of Zoning Amendment Bylaw No. 2984, 2019; and

THAT Council direct staff to schedule and advertise a statutory public hearing with respect to Zoning Amendment Bylaw No. 2984, 2019 on January 6th, 2020 at 5:00 p.m. in the City Hall Council Chambers.

Respectfully submitted,

David Allen, BES, CLGEM, SCLGM
Chief Administrative Officer

BACKGROUND:

The subject property is the site of an existing church. The lot is approximately 0.82 hectares (2.0 acres) and is located at 1581 Dingwall Road in East Courtenay, on the parcel legally described as Lot 16, Section 16, Comox District, Plan 7037 Except That Part in Plan 44368 (**Figure No. 1**).



Figure 1. Subject Property (outlined in red).

The property is zoned Public Use and Assembly One (PA-1). The existing, two storey church seats 150 congregation members and has a total floor area of 874.4m² (9,412ft²). The building currently has a one-bedroom suite contained within, occupied by a full-time minister. As per the PA-1 zone, one accessory residential use is permitted when the primary use is for a church or religious centre. The applicant is

proposing a text amendment to permit a second one-bedroom residential unit within the existing building. The applicant's rationale for the second residential unit can be found in **Attachment No. 3**.

The applicant is proposing renovating the lower level to accommodate the proposed suite (suite #2). The footprint of the building will not change. The existing suite is also on the lower level of the building. Suite #2 will have a separate entrance and a floor area of 101.3m² (1,090.5ft²). A bedroom, study, kitchen, living/dining room and bathroom are proposed. The site plan (including parking) and suite layouts are shown in **Attachment No. 1**.

DISCUSSION:

Zoning Review

Parking, and density are the only zoning requirements that are affected by the proposed zoning amendment. All other zoning requirements are existing on the site, including building height, lot coverage,

	Required/Permitted	Proposed/Actual
Min. Lot Size:	2,500m ²	8,158m ²
Min. Frontage:	45m	Existing panhandle lot
Lot Coverage:	40%	6%
Density:	One accessory residential use	Two accessory residential uses
Front yard:	7.5m	64.0m
Rear Yard:	10.0m	47.65m
Side Yard #1:	9.0m	22.0m
Side Yard #2:	9.0m	27.4m
Height:	12.0m	9.44m
Parking Calculations :	<u>Place of worship use:</u> <ul style="list-style-type: none"> 1 space per every 4 seats Total seats: 150 150/4 = 38 spaces <u>Dwelling units:</u> <ul style="list-style-type: none"> 2 spaces per dwelling unit Total dwelling units: 2 2 x 2 = 4 spaces 	65 spaces
-Persons w/ Disabilities	1 space if more than 20 off-street parking spaces and less than 75.	4 spaces designated
Total:	42 spaces (1 for disabilities)	65 spaces (4 for disabilities)

and building setbacks. Landscaping and screening will also remain unchanged. The proposal meets parking for the PA-1 zone and the addition of another suite, summarized in the table below.

FINANCIAL IMPLICATIONS:

Application fees in the amount of \$3,000 have been collected in order to process the zoning amendment application. Should the proposed Zoning Amendment Bylaw be adopted, Building Permit application fees will apply.

Properties with a second residence are charged a second utility fee (sewer, water, garbage) for the additional dwelling unit. Should the rezoning application be approved, the additional utility fees will be charged to the property at the time of occupancy permit.

ADMINISTRATIVE IMPLICATIONS:

Processing Zoning Bylaw amendments is a statutory component of the corporate work plan. Staff has spent approximately 15 hours processing this application to date. Should the proposed zoning amendment proceed to public hearing, an additional two hours of staff time will be required to prepare notification for public hearing and to process the bylaw. Additional staff time will be required to process the subsequent building permit application including plan checking and building inspections.

ASSET MANAGEMENT IMPLICATIONS:

The proposed development utilizes existing infrastructure and is connected to City water and sewer. There are no direct asset management implications associated with this application.

2019 – 2022 STRATEGIC PRIORITIES REFERENCE:

The proposed second suite would be occupied by a minister and partner. The applicant explains that the ministers have taken a vow of poverty and the housing is provided without cost to ministers. Therefore, this relates to the strategic priority of providing lower cost housing and housing diversity, as it is non-market housing in this circumstance.

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

●▲ Encourage and support housing diversity

OFFICIAL COMMUNITY PLAN REFERENCE:

The proposed zoning amendment is consistent with the Public or Institutional land use designation of the Official Community Plan.

REGIONAL GROWTH STRATEGY REFERENCE:

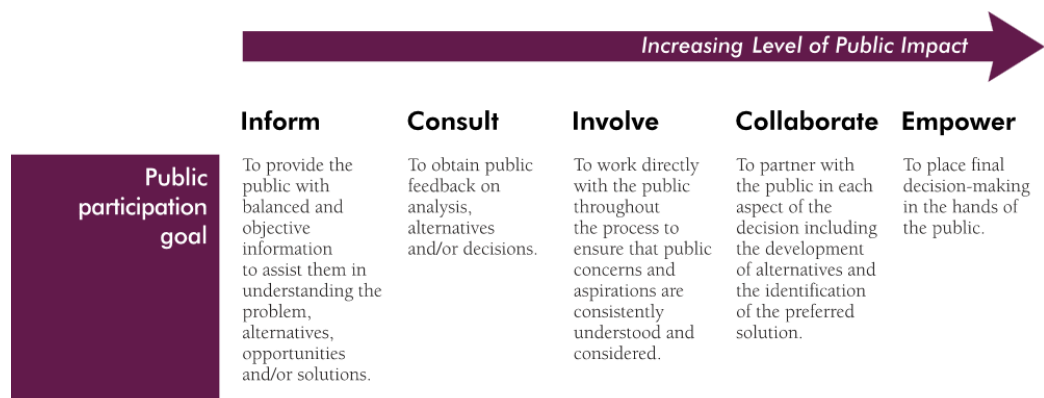
The development proposal is consistent with the RGS Housing Goal to “ensure a diversity of affordable housing options to meet evolving regional demographics and needs” including:

Objective 1-A: Locate housing close to existing services; and

Objective 1-C: Develop and maintain a diverse, flexible housing stock.

CITIZEN/PUBLIC ENGAGEMENT:

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



Should Zoning Amendment Bylaw No. 2984, 2019 receive First and Second Readings, a statutory public hearing will be held to obtain public feedback in accordance with the *Local Government Act*.

Prior to this application proceeding to Council, the applicant held a public information meeting on October 28th, 2019 at the subject property. No members of the public attended and no comments were provided. The two persons listed on attendance sheets were the applicant and a representative of the congregation. The meeting summary package can be found in **Attachment No. 2**.

OPTIONS:

OPTION 1: THAT based on the December 16th, 2019 Staff report, “Zoning Amendment Bylaw No. 2984 – 1581 Dingwall Road” Council approve OPTION 1 and proceed to First and Second Readings of Zoning Bylaw No. 2984, 2019; and

THAT Council direct staff to schedule and advertise a statutory public hearing with respect to Zoning Amendment Bylaw No. 2984, 2019 on January 6th, 2020 at 5:00 p.m. in the City Hall Council Chambers. **(Recommended)**

OPTION 2: Defer consideration of Bylaw No. 2984 with a request for more information.

OPTION 3: Defeat Bylaw No. 2984.

Prepared by:

Cassandra Marsh, BA
Planner I

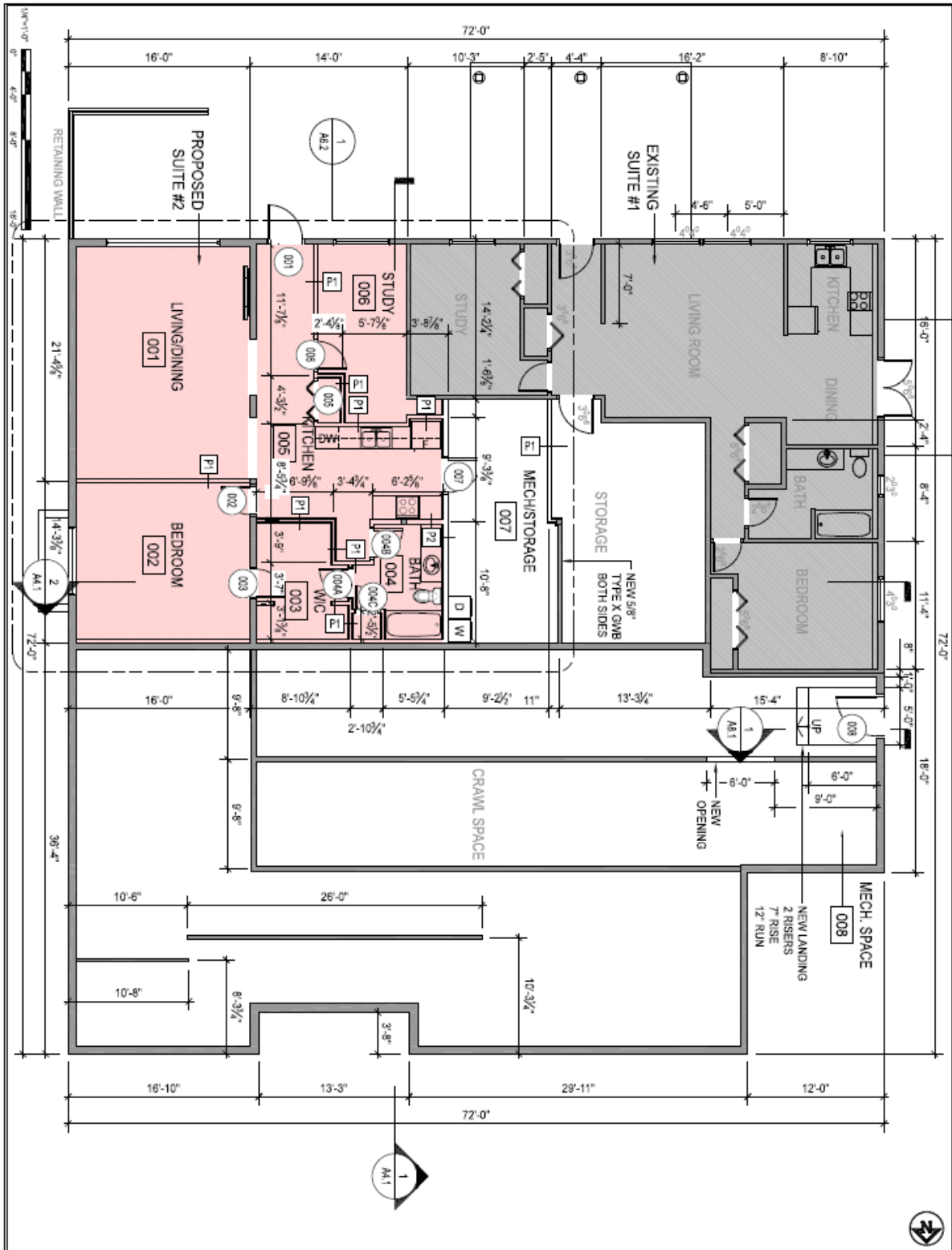
Reviewed by:

Ian Buck, MCIP, RPP
Director of Development Services

1. Attachment No. 1: Plans, Pictures and Elevations
2. Attachment No. 2: Public Information Meeting Summary and Public Comments
3. Attachment No. 3: Applicant's Rationale

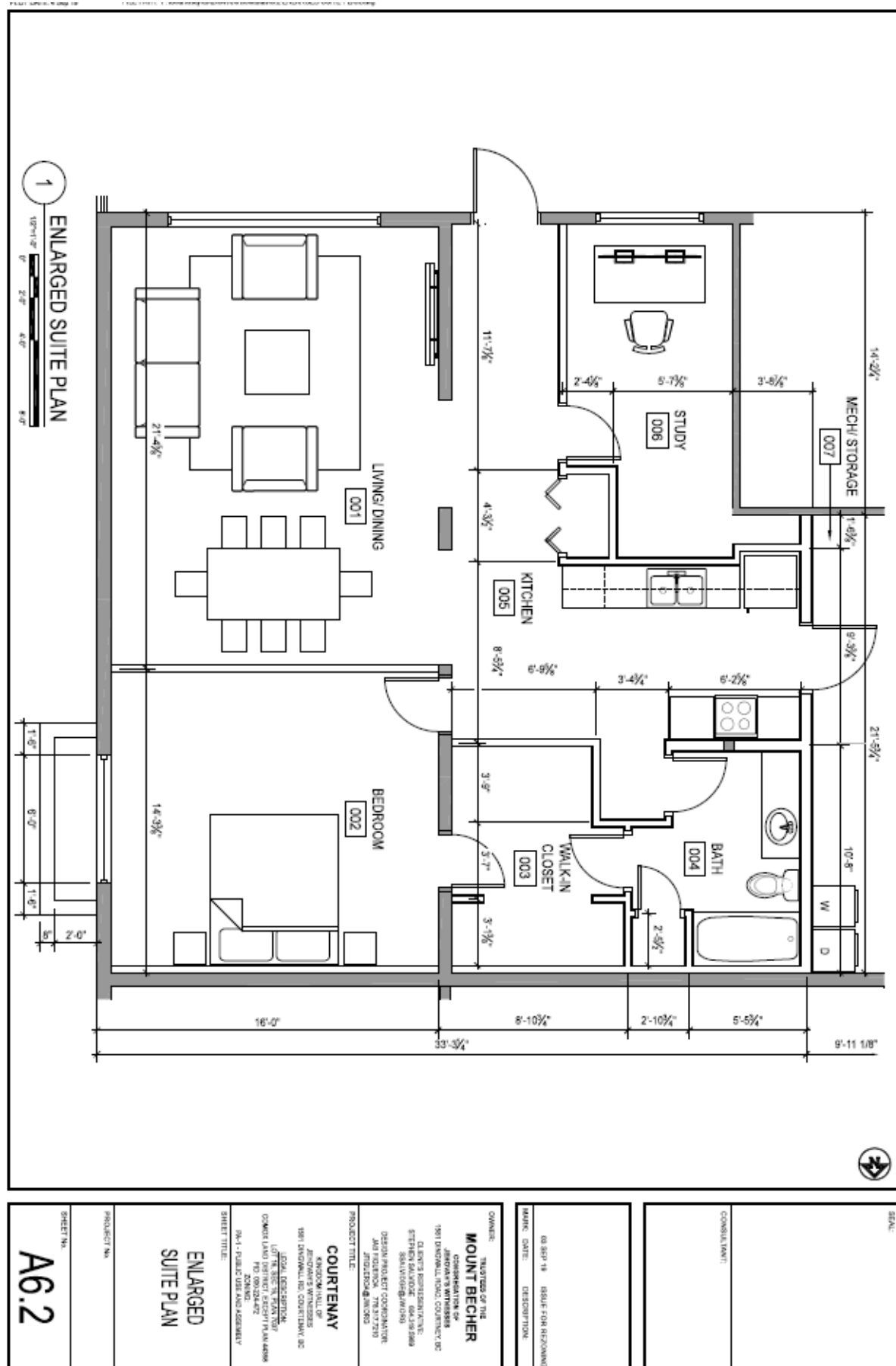


Zoning Amendment Bylaw No. 2984 – 1581 Dingwall Road



SCALE:	CONSULTANT:
<p>03 SEP 19 ISSUE FOR REDLINING</p> <p>MARK DATE DESCRIPTION</p>	<p>OWNER: TRUSTEES OF THE MOUNT BECHER CORPORATION c/o JACOBI & JACOBI 1581 DINGWALL ROAD, COURTESY, BC CLIENT'S REPRESENTATIVE: STEPHEN BALVINCHE 604.319.8889 SKALVODER@JACOBI.COM DESIGN PROJECT COORDINATOR: JAS PROJEKTA 778.317.7115 JPROJEKTA@JACOBI.COM</p> <p>PROJECT TITLE: COURTESY KINGSWAY HALL OFFICE 1581 DINGWALL RD, COURTESY, BC</p> <p>LOCAL DESCRIPTION: LOT 1581 DINGWALL RD, COURTESY, BC CONDO LAND DISTRICT EXCEPT PLAN 44038 P.D. 000-294-472</p> <p>70% - PUBLIC USE AND ASSEMBLY</p> <p>SHEET TITLE: BASEMENT PROPOSED PLAN</p> <p>PROJECT NO.:</p> <p>SHEET NO. A2.3</p>

Zoning Amendment Bylaw No. 2984 – 1581 Dingwall Road



Attachment No. 2: Public Information Meeting Summary and Attendance

November 8, 2019

Attention: Dana Beatson

RE: Summary Report – Public Information Meeting, 1581 Dingwall Road, Courtenay, BC, V9N 3S8

Dear Dana,

The following is a summary of the Public Information Meeting held in conjunction with the Rezoning Application for the parcel mentioned above.

Location and duration of meeting: The meeting was held on Monday, October 28, 2019 at the subject property, 1581 Dingwall Road, Courtenay, BC, between the hours of 5:00 pm and 7:00 pm.

Number of attendees: Two persons attended, including myself (see attached Sign-In Sheet)

How the meeting was advertised and how surrounding property owners were notified: In accordance with City Bylaws, a blue City of Courtenay Notice of Application sign was posted on the subject property on Monday, October 7, 2019. Using the list of addresses provided by the city, a notification advertising the meeting was sent to the surrounding property owners via Canada Post on Friday, October 11, 2019.

Information provided at the meeting: A representative of JW Congregation Support was present for the duration of the meeting to answer any questions and address any concerns. Comment sheets to provide written feedback were made available. We also made the architectural plans available for review which included a site plan, floor plans and elevations.

Summation of questions raised and major discussion points: There were no questions or concerns brought up during the meeting. There also hasn't been any question or concerns expressed via the provided email to the surround property owners.

Sincerely,

Josue (Josh) Salmeron



OCT. 28, 2019

FOR

ZONING AMENDMENT - 1581 DINGWALL ROAD

[illegible]

Attachment No. 3: Rationale

September 27, 2019

Attention: Dana Beatson

RE: Written Summary - Rezoning Application for 1581 Dingwall Road, Courtenay, BC, V9N 3S8 (Legal Description: Lot 16, Section 16, Comox District, Plan 7037 except Part in Plan 44368)

Dear Dana,

The above mentioned parcel is currently the site of the local Kingdom Hall (place of worship) here in Courtenay.

At present, the building serves as a meeting place for two local congregations and contains a suite that is occupied by a full-time minister and his wife.

We would like to renovate the main auditorium on the main floor, and at the same time add a second suite to the lower level. The lower level renovation will also serve to upgrade the mechanical system resulting in a more energy efficient building.

The current zoning PA-1 allows only for a "Church and religious center, including one (1) accessory residential use and accessory day care".

Hence, we request that **a text amendment by made to the existing PA-1 zone to allow a secondary accessory residential unit on this property, 1581 Dingwall Road.**

The addition of a second suite will not alter the footprint of the current building, which covers just under 6% of the total lot area.

The suites are offered to full-time ministers (and their wives if married) at no cost to them since, usually, these ones have taken a vow of poverty. All expenses associated with the use of these suites and of the Kingdom Hall are covered by voluntary donations made, for the most part, by local residents.

If you have any further questions, please feel to contact myself or Wally Juchymenko.

Sincerely,

Josh Salmeron





THE CORPORATION OF THE CITY OF COURTENAY

STAFF REPORT

To: Council

File No.: 4320-20

From: Chief Administrative Officer

Date: December 16, 201

Subject: Single Use Plastics Regulation Bylaw 2970, 2019 - Enforcement Provisions

PURPOSE:

The purpose of this report is to consider a policy decision to not enforce Single Use Plastics Regulation Bylaw 2970, 2019 beginning March 31, 2020 as outlined in the bylaw.

CAO RECOMMENDATIONS:

That based on the December 16, 2019 staff report "Single Use Plastics Regulation Bylaw 2970, 2019 – Enforcement Provisions", Council direct staff not to enforce Bylaw 2970, 2019 beginning March 31, 2020, pending more certainty of the regulatory approaches of the Provincial and Federal Governments; and

That Council direct staff to post notice on the City of Courtenay website advising that the City of Courtenay will not enforce penalties for committing an offence on the effective date identified in Section 8 of Bylaw No. 2970, 2019; pending the Supreme Court of Canada's decision on the validity of Victoria's plastic bag bylaw, and/or the outcome of the regulatory approaches proposed by the Provincial and Federal Governments.

Respectfully submitted,

David Allen, BES, CLGEM, SCLGM
Chief Administrative Officer

BACKGROUND:

In June 2019, Council adopted Single Use Plastics Regulation Bylaw No. 2970, 2019 in an effort to reduce the creation of waste from single use items and the associated costs of maintaining municipal property, including but not limited to streets, sewers, parks and waterways. The bylaw came into force on July 1, 2019 however, the enforcement provisions are not effective until March 31, 2020.

Since the initiation Bylaw 2970 there have been a few significant events that may warrant reconsideration of enforcing the bylaw, pending their resolution. These include:

1. The court decisions related to the City of Victoria's Plastic Bag bylaw. In general, the BC Supreme Court and the BC Court of Appeal have found Victoria's bylaw to be *ultra vires*, or beyond their powers, based on the specific circumstances surrounding the adoption of that particular bylaw. This case is proceeding to the Supreme Court of Canada.
2. On June 10th, 2019 Prime Minister, Justin Trudeau, announced that the Government of Canada "will ban harmful single-use plastics as early as 2021 (such as plastic bags, straws, cutlery, plates, and stir sticks) where supported by scientific evidence and warranted, and take other steps to reduce pollution from plastic products and packaging".
3. On July 25th, 2019 the Province of British Columbia released a "Plastics Action Plan - Policy Consultation Paper" and initiated public engagement to solicit feedback on a path forward to reduce plastic pollution in BC. The engagement period closed on September 30, 2019 but results have not yet been released.

DISCUSSION:

Staff is encouraged that senior governments are taking action to address this issue and firmly believe that to create a successful system and make meaningful difference, the regulation should be unified nationally, or at minimum provincially. Having a multitude of differing local government regulations will make it difficult for businesses operating in more than one jurisdiction to adjust and comply.

While local governments across the province, and across the country, continue to adopt single use plastics bans, given the ongoing provincial and federal dialogue on new regulation and some local uncertainty with regard to enforcement, staff are proposing that Council consider making a policy decision to not enforce the City's bylaw until the provincial and/or federal direction is resolved.

From a regulatory perspective, local governments are afforded complete discretion with regard to if, and when, they enforce their bylaws. Providing the decision is made in good faith there is no risk of liability. Staff recommend that if Council agrees with the opinion of staff outlined above, or if there are other financial, economic or social reasons that it considers reasonable, that a conscious policy decision be made to not enforce the bylaw.

With the uncertainty noted in this report staff recommend a policy decision be made in lieu of an amendment to the bylaw itself. The amendment process is somewhat more burdensome and includes increased staff time involved and the cost of providing statutory notice of the amendment. The policy decision will keep the bylaw intact and does not limit this or future Councils from proceeding with enforcement measures at a later date.

FINANCIAL IMPLICATIONS:

There are no direct financial implications with this decision.

ADMINISTRATIVE IMPLICATIONS:

The preparation of this report involved approximately 2 hours of staff time. Should Council proceed with the recommended option additional time will be required to inform the public of the decision.

Resource requirements for enforcement of Bylaw 2970 are unknown. Currently the City employs one full time bylaw enforcement officer, as well as a part time Animal Control Officer (contract) and part time Traffic Control Officer (contract).

ASSET MANAGEMENT IMPLICATIONS:

There are no direct asset management implications with this decision.

STRATEGIC PRIORITIES REFERENCE:

- Communicate appropriately with our community in all decisions we make
- ▲ Support social, economic and environmental sustainability solutions
- ▲■ Advocate and cooperate with local and senior governments on regional issues affecting our community

- **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:

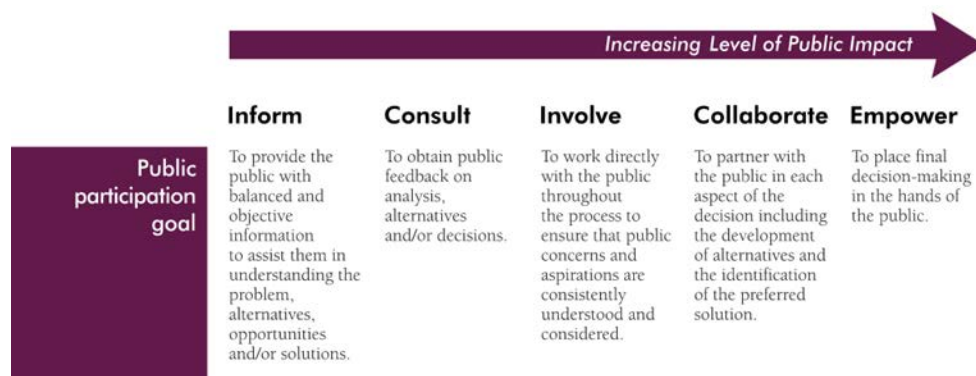
Not referenced.

REGIONAL GROWTH STRATEGY REFERENCE:

Not referenced.

CITIZEN/PUBLIC ENGAGEMENT:

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



Staff previously included the frequently asked questions handout for Bylaw 2970 in the annual business licence renewal mail out. This mail out was sent to all active businesses in Courtenay.

Should Council decide not to enforce the bylaw effective March 31, 2020 staff will post notice advising the public of this decision on the City's website.

OPTIONS:

OPTION 1: (Recommended)

That based on the December 16, 2019 staff report "Single Use Plastics Regulation Bylaw 2970, 2019 – Enforcement Provisions", Council direct staff not to enforce Bylaw 2970, 2019 beginning March 31, 2020, pending more certainty of the regulatory approaches of the Provincial and Federal Governments; and,

That Council direct staff to post notice on the City of Courtenay website advising that the City of Courtenay will not enforce penalties for committing an offence on the effective date identified in Section 8 of Bylaw No. 2970, 2019; pending the outcome of the regulatory approaches proposed by the Provincial and Federal Governments.

OPTION 2:

That Council not make a decision on enforcement at this time.

OPTION 3:

That Council continue with enforcement of Bylaw 2970 in accordance with Bylaw Enforcement Policy 4000.00.01.

Prepared by:



Ian Buck, RPP, MCIP
Director of Development Services



THE CORPORATION OF THE CITY OF COURTENAY

STAFF REPORT

To: Council

File No: 0590-01

From: Chief Administrative Officer

Date: December 16th, 2019

Subject: Proposed Storefront Cannabis Retailer– 605/625 Cliffe Avenue

PURPOSE:

To consider an application to permit a Storefront Cannabis Retailer on the property legally described as Lots 1 and 2, Block 3, Section 61, Comox District, Plan 2068.

CAO RECOMMENDATIONS:

THAT based on the December 16th, 2019 staff report “Storefront Cannabis Retailer – 605/625 Cliffe Avenue” Council approve OPTION 1 and direct staff to advertise a public hearing with respect to the above application on January 6, 2020 at 5:00 p.m. in City Hall Council Chambers.

Respectfully submitted,

David Allen, BES, CLGEM, SCLGM
Chief Administrative Officer

BACKGROUND:

On May 6th, 2019 Council adopted zoning amendment bylaw no. 2950 which allowed a storefront cannabis retailer as a permitted use on the property.

In early June 2019 the City was notified by the Liquor and Cannabis Regulation Branch (LCRB) that the applicant (Terrapotta Holdings Ltd) was not proceeding with the licensing process and voluntarily withdrew their application at this location.

In July 2019 Council was made aware that the previous applicant withdrew and directed staff to prepare a bylaw that would remove “storefront cannabis retailer” as a permitted use on the property (as seen in **Attachment No. 3**).



Figure 1. Location Map

In September 2019 staff presented a report to Council that included an option to grant first and second reading to bylaw no. 2980 that would remove “storefront cannabis retailer” as a use on the property. At this meeting Council was also informed that the City received notification from the LCRB that a new license had been applied for at 605/625 Cliffe Avenue.

In consideration of this new information, Council passed a resolution to postpone the readings of this bylaw leaving the “storefront cannabis retailer” as a permitted use at the 605/625 Cliffe Avenue location. The September 16, 2019 staff report and Council resolution can be seen in **Attachment No. 4**.



Figure 2. Proposed storefront location at the Mall

The subject property is located within the Courtenay Mall on the southwest corner of the intersection of 6th Street and Cliffe Avenue. The property is zoned Commercial One (C-1), is designated commercial within the Official Community Plan (OCP) and lies within the boundaries of the Downtown Courtenay Business Improvement Area (DCBIA) boundary.

Because the property is already zoned to permit the cannabis retail use, this application is being processed as a provincial referral rather than a zoning amendment. Similar to the rezoning application process, the proposal will be evaluated according to the City’s Storefront Cannabis Retailer Policy. Pursuant to the *Cannabis Control and Licensing Act* the City is required to gather the views of residents when commenting on a provincial cannabis licence referral. Accordingly, the applicant has conducted a neighbourhood public meeting and Public Hearing will be scheduled to gain public input on the proposal.

This is the tenth storefront cannabis application to be considered by Council (as seen in **Table No. 1**) and the property at 605/625 was the fourth storefront location to be approved by Council in May 2019. If this referral is approved, the City will have granted approval for a total of five private retailers and one Government Store (as seen in **Table No. 2**), the maximum number of cannabis stores allowed under the City’s Storefront Cannabis Retailers Policy.

Table 1: Storefront Cannabis Retailer Proposals Considered by Council

Application Number	Location	Status
#1	#1400 – 2701 Cliffe Ave. (Driftwood Mall) (Rezoning)	Final approval March 4, 2019
#2	# 105-789 Ryan Rd. (Superstore Shopping Mall) (Rezoning)	Final Approval March 18, 2019 (Government Store)
#3	143 - 5 th Street (Rezoning)	Final Approval April 1, 2019
#4	605/625 Cliffe Ave. (Courtenay Mall) (Rezoning)	Final Approval May 6, 2019

#5	379 4 th Street (Rezoning)	Application Denied on May 21, 2019
#6	#103-1025 Cliffe Avenue (Rezoning)	Application Denied on July 15, 2019
#7	#103-2270 Cliffe Avenue (Rezoning)	Final Approval August 19, 2019
#8	#101 -576 England Avenue (Rezoning)	Final Approval September 3, 2019
#9	#230-470 Puntledge Road (Rezoning)	Application Denied on August 19, 2019
#10	605/625 Cliffe Avenue (LCRB Referral)	Consideration by Council on December 16, 2019

Table 2: Storefront Cannabis Retailer Proposals Approved by Council

Application Number	Location	Zoning Status	Building Permit Status
#1	#1400 – 2701 Cliffe Ave. (Driftwood Mall)	Final approval March 4, 2019	Have not applied for BP as of December 5 th 2019
#2	# 105-789 Ryan Rd. (Superstore Shopping Mall)	Final Approval March 18, 2019 (Government Store)	Approved and store is open
#3	143 - 5 th Street	Final Approval April 1, 2019	BP issued, September 17 th 2019
#4	605/625 Cliffe Ave. (Courtenay Mall)	Final Approval May 6, 2019	Have not applied for BP as of December 5 th 2019
#5	#103-2270 Cliffe Avenue	Final Approval August 19, 2019	BP issued November 5 th 2019
#6	#101 -576 England Avenue	Final Approval September 3, 2019	Have not applied for BP as of December 5 th 2019

With the exception of this application, the planning department does not have any further cannabis storefront proposals to process at this time.

DISCUSSION

Overview of the Proposal

The applicant, Inspired Cannabis Company, is currently leasing units #8 and #11 within the Courtenay Mall. This means that the “storefront cannabis retailer” use will only be allowed in these two units if this application is approved (as seen in **Figure No. 2**).

The floor area of the store is approximately 940 ft² (85 m²) and includes a front room with a seating area and display shelving for customers as well as a safe room, office area and break room. The commercial tenants in the mall share common restroom facilities located adjacent to the proposed storefront. Both units are interconnected with each unit having access to the Mall corridor.

New signage and minor interior renovations are proposed including: the installation of new flooring; counter tops; lighting, shelving; cabinetry and security equipment. The interior of the storefront will also be re-painted. Exterior work is limited to the installation of security equipment, lighting and signage. The proposed plans are attached to the report (as seen in **Attachment No. 5**).

The proposed store will be open to the public from 10:00 a.m. to 10:00 p.m. Monday through Sunday. Nine employees will be hired for the store’s operation including one general manager, one assistant manager,

and seven retail associates. All other operational requirements including security requirements are regulated by provincial licencing regulations.

Parking

The City does not require parking for commercial uses in the C-1 zone. The applicant acknowledges that parking in Courtney's Downtown can be limited, therefore, the applicant has leased six parking stalls for use by their storefront customers in the City owned parking area adjacent to the Courtenay Mall.

Voluntary Amenity Contributions

Inspired Cannabis Company recognizes the importance of community wellbeing and wishes to help support affordable housing projects within the City. The applicant has indicated that if this application is approved provincially and a business licence is ultimately issued by the City, a cash continuation of \$10,000 will be offered to the City's "Affordable Housing Amenity Reserve Fund". Additionally, the applicant wishes to offer 1% of their annual storefront sales towards affordable housing projects within the City. The applicant projects 1% of their annual sales to be approximately \$20,000.

Policy Compliance

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

Policy Statements	Policy	605/625 Cliffe Ave.
General Location	Only be permitted in an established retail location where the current zoning permits retail sales	The property is zoned C-1, where retail sales is permitted
Distance	<ol style="list-style-type: none"> 1. A storefront cannabis retailer should be: <ol style="list-style-type: none"> a) At least 300 meters from public or independent elementary, middle or secondary school. b) At least 400 meters (in a straight line from closest lot line to closest lot line) from another lot where a storefront cannabis retailer is permitted, whether or not a storefront cannabis retailer is active on that lot c) At least 300 meters from a City owned playground facility including the spray park and skateboard parks 2. This policy does not limit Council from considering variances to the separation distances noted above based on circumstances related to a specific application. 	<ol style="list-style-type: none"> a) Outside of the 300-meter buffer from any public or independent schools b) <u>Within</u> the 400-meter buffer of two other properties zoned for cannabis retailers at 143-5th Street and 576 England Avenue. c) <u>Within</u> the 300-meter buffer of a playgrounds (Riverside Fit-Park)
Restricted at temporary events	Cannabis sales are not permitted at special events, public markets or farmers markets.	Not applicable to this proposal
Parking	Satisfactory to the off-street parking requirements outlined in Division 7 of Zoning Bylaw 2500, 2007	Provision of parking not required for commercial uses in C-1 zone
One store is permitted per lot	Only one storefront cannabis retailer will be allowed per lot.	No other applications are made at this location
The Maximum Number of Retailers Permitted in the City	Five (5) private retailers and one (1) Government operated store in the City	Inclusive of the subject property, Council has approved five private and one government storefront

Evaluation

As summarized in Table 2 above, the proposal is consistent with some of the City’s policies guiding storefront cannabis retailers with the exception of the distance requirements to a City playground facility and another cannabis retailer.

Policy 7 of the City’s Storefront Cannabis Retailers Policy states that the minimum distance from a cannabis retailer to a City owned playground facility, including the spray park and skate park, should be 300m. The intent of this policy is to prevent children and youth using those facilities from being exposed to cannabis retail stores, products and marketing.

The proposed store is located 264m measured in a straight line from the front door of the proposed retailer to the edge of equipment within Riverside Fit Park. Staff notes that Riverside Fit Park is an adult orientated Fitness Park and does not contain a children’s playground facility. Also, there is a physical buffer between the proposed storefront and the park provided by both 5th Street Bridge and Cliffe Avenue.

The property is within 400 metres to two other properties zoned for “storefront cannabis retailer”. These retail stores include Urban Smoke at 143 5th Street and 576 England Avenue which are approximately 75m and 163m away from the proposed storefront (from closest lot line to lot line). With past applications Council has shown flexibility in varying the minimum distance requirement between cannabis retailers in the downtown area. Furthermore, as noted above, this site is already zoned to allow a storefront cannabis retailer.

The City’s Policy on retail cannabis sales is not a regulatory document but is a guiding policy for dealing with individual applications, each of which is to be evaluated on their own merits. The policy does not limit Council from considering variances to the separation distances based on circumstances related to a specific application or to the total number of stores, if Council finds the application reasonable.

FINANCIAL IMPLICATIONS:

The applicant has paid for the public hearing fee in the amount of \$2,000. The applicant will be required to obtain a building permit, sign permit and an annual business licence. The business licence fee is \$2,500.

ADMINISTRATIVE IMPLICATIONS:

Processing provincial referrals is a statutory component of the corporate work plan. Staff has spent 12 hours processing and reviewing this application. Staff will spend an additional two hours in preparation for the public hearing.

ASSET MANAGEMENT IMPLICATIONS:

There are no direct asset management implications related to the consideration of this referral.

STRATEGIC PRIORITIES REFERENCE:

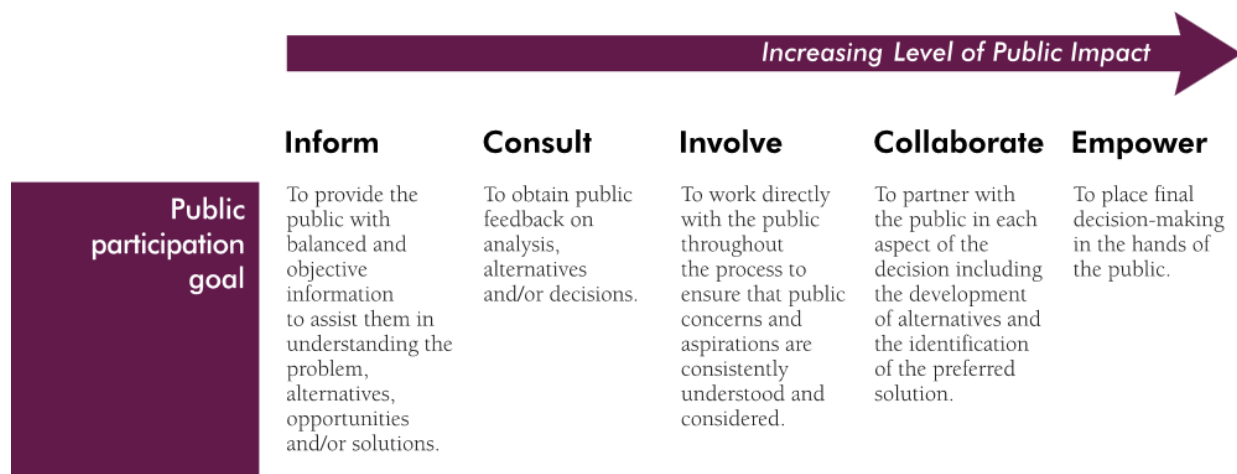
There are no associated references. However, processing development applications is the fundamental corporate and statutory obligations of the City.

OFFICIAL COMMUNITY PLAN REFERENCE:

There are no direct references in the Official Community Plan (OCP) with respect to storefront cannabis retailer. The City’s Storefront Cannabis Retailers Policy states that storefront cannabis retailers will only be considered in an established retail location where the current zoning permits retail sales. Since the land use designation of the subject property is commercial, the proposed location is consistent with the policy.

CITIZEN/PUBLIC ENGAGEMENT:

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



Prior to this application proceeding to Council, the applicant held a public information meeting on November 28, 2019 at 625 Cliffe Avenue from 3:00 p.m. to 5:00 p.m. Property owners and occupiers within 100 metres of the subject property were invited to attend the meeting. According to the applicant no one attended the meeting and no comment sheets were submitted during the meeting.

In support of the application, the applicant has provided a list of fifty-six signatures from neighbouring business owners and employees requesting that Mayor and Council approve the application.

A summary of the meeting, a copy of the public information meeting notice as a list of fifty-six signatures in support of the application have been included as **Attachment No. 6**.

If Council chooses to move this application forward, a public hearing will be held to obtain public opinion.

OPTIONS:

- OPTION 1:** Council approve OPTION 1 and direct staff to advertise a public hearing with respect to the above application on January 6, 2020 at 5:00 p.m. in City Hall Council Chambers (Recommended).
- OPTION 2:** Council postpone consideration of application for “Storefront Cannabis Retailer – 605/625 Cliffe Avenue” with a request for more information.
- OPTION 3:** Council not proceed with application for “Storefront Cannabis Retailer – 605/625 Cliffe Avenue”.

Prepared by:



Dana Beatson, RPP, MCIP
Planner III – Development Planning

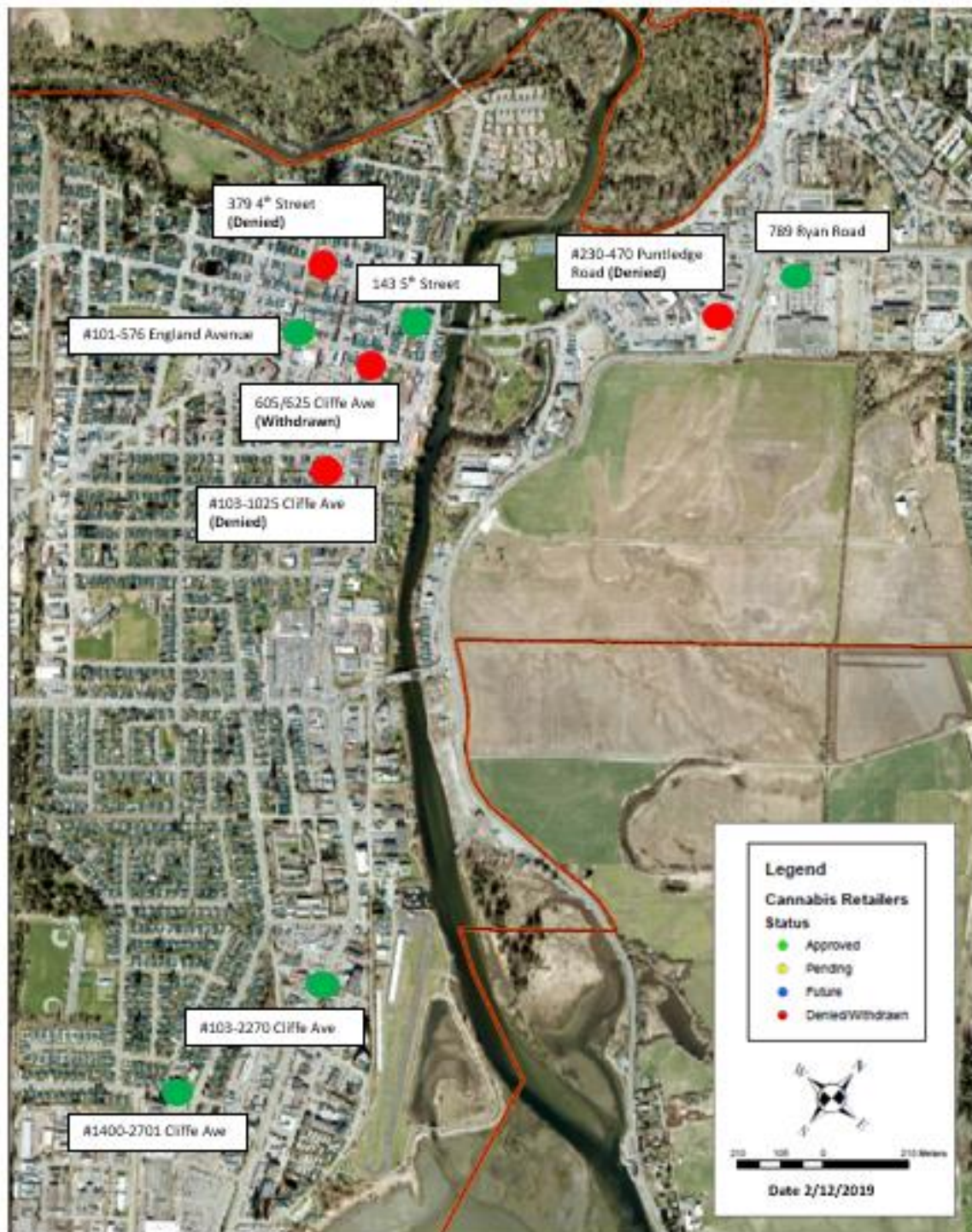
Reviewed by:



Ian Buck, RPP, MCIP
Director of Development Services

Attachment No. 1: Map of Approved, Denied and Withdrawn Cannabis Retail Proposals
Attachment No. 2 Storefront Cannabis Retailers Policy
Attachment No. 3: Terrapotta Holdings Ltd Withdrawal of License and July 2, 2019 Council Resolution
Attachment No. 4: September 16, 2019 Staff Report and Council Resolution
Attachment No. 5: Storefront Plans
Attachment No. 6: Public Information Meeting Notice, Meeting Summary and Applicant's Presentation
Attachment No. 7: Notification of Company Name Change from Chill Cannabis to Inspired Cannabis
Attachment No. 8: Applicant's Development Summary

ATTACHMENT No. 1
City Storefront Cannabis Retail Proposals



Attachment No. 2
Storefront Cannabis Retailer Policy

City of Courtenay Policy		Page 1 of 2
Section 13 - Planning and Development	Policy #	
Subject: Storefront Cannabis Retailers	Revision #	1

The purpose of this policy is to outline the criteria that may be considered by City Council as part of a rezoning application or temporary use permit application to allow for retail cannabis sales at a particular location. This policy is intended to guide applicants and City staff as part of the application process but it is not intended to fetter Council's discretion when dealing with individual applications, each of which will be evaluated on its own merits.

This policy was established in response to the legalization of cannabis by the federal government and the potential unregulated proliferation of storefront cannabis retailers. It is intended to address potentially adverse community impacts of storefront cannabis retailers, including inappropriate exposure of minors to cannabis and the undesirable concentration of storefront cannabis retailers.

B. DEFINITIONS

Applicant means an applicant for a rezoning that would allow for a storefront cannabis retailer at a particular location.

Storefront Cannabis Retailer means a premises where cannabis is sold or otherwise provided to a person who attends at the premises.

C. POLICY STATEMENTS

Rezoning Considerations

1. Storefront cannabis retailers will only be considered in an established retail location where the current zoning permits retail sales.
2. A storefront cannabis retailer should be:
 - a. at least 300 m (in a straight line from closest lot line to closest lot line) from a public or independent elementary, middle or secondary school.

AUTHORIZATION:	DATE:
----------------	-------

City of Courtenay **Policy** **Page 2 of 2**

Section 13 - Planning and Development	Policy #
Subject: Storefront Cannabis Retailers	Revision # 1

- b. at least 400 m (in a straight line from closest lot line to closest lot line) from another lot where a storefront cannabis retailer is permitted, whether or not a storefront cannabis retailer is active on that lot.
 - c. at least 300m from a City owned playground facility including the spray park and skateboard parks.
- 3. Cannabis sales are not permitted at special events, public markets or farmers markets.
- 4. This Policy does not limit Council from considering variances to the separation distances noted in (2) based on circumstances related to a specific application.
- 5. The off-street parking requirements applicable to retail stores as outlined in Division 7 of Zoning Bylaw 2500, 2007 and amendments thereto will apply to storefront cannabis retailers.
- 6. Only one storefront cannabis retailer will be allowed per lot.
- 7. The maximum number of storefront cannabis retailers in the City is five (5) private retailers and one (1) Government run store.

Application Process

The applicant must undertake all of the standard processes required for a rezoning application pursuant to Development Application Procedures Bylaw No. 2790, 2014 and amendments thereto.

AUTHORIZATION:	DATE:
-----------------------	--------------

Attachment No. 3
Terrapotta Holdings Ltd Withdrawal of
License and July 2, 2019 Council
Resolution

From: Dyck, Gillian LCRB:EX [mailto:Gillian.Dyck@gov.bc.ca]
Sent: June-04-19 8:00 AM
To: Setta, Tatsuyuki
Subject: RE: Referral of a Non-Medical Cannabis Retail Store Application – Terrapotta Holdings Ltd. Job 001373

Good Morning Tatsuyuki,

I have been advised that the applicant for the job 001373 has voluntarily terminated their application for this location.

Kind regards,

Gill Dyck | Senior Licensing Analyst
Liquor and Cannabis Regulation Branch
Ministry of Attorney General
Ph: 778-698-3170

Please Note:

Due to security concerns, Liquor and Cannabis Regulation Branch
will not accept electronically transmitted applications containing credit card information

R13/2019 - July 02, 2019

4.00 STAFF REPORTS/PRESENTATIONS

Councillor McCollum recused herself at 4:24 p.m. citing a conflict of interest as her employer, North Island College, is the applicant of development variance permit #1809 being considered by Council.

.01	Moved by Hillian and seconded by Frisch that based on the May
DEVELOPMENT	6 th , 2019 staff report "Development Variance Permit No. 1809 - 2300
VARIANCE PERMIT	Ryan Road", Council approve OPTION 1 and issue Development
NO. 1809 - 2300	Variance Permit No. 1809.
RYAN ROAD	Carried
3060-20-1809	

Councillor McCollum returned to Council Chambers at 4:27 p.m. and took her seat.

.02	Moved by Frisch and seconded by McCollum that based on the
ZONING AMENDMENT	July 2 nd , 2019 staff report "Zoning Amendment Bylaw No. 2958 - #101-
BYLAW NO. 2958	576 England Avenue" Council approve OPTION 1 and proceed to First
(#101 - 576	and Second Readings of Zoning Amendment Bylaw No. 2958, 2019; and
ENGLAND AVENUE)	
3360-20-1904	THAT Council direct staff to schedule and advertise a statutory public
	hearing with respect to the above-referenced Bylaw on August 6 th or 19 th ,
	2019 at 5:00 p.m. in City Hall Council Chambers; and
	THAT Council direct staff to prepare a bylaw to remove storefront
	cannabis retailer as a permitted use at 605/625 Cliffe Avenue.
	Carried

Attachment No. 4:
September 16, 2019 Staff Report and Council
Resolution



THE CORPORATION OF THE CITY OF COURTENAY

STAFF REPORT

To: Council
From: Chief Administrative Officer
Subject: Zoning Amendment Bylaw No. 2980 – 605/625 Cliffe Avenue

File No.: 3360-20-1819
Date: September 16, 2019

PURPOSE:

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

CAO RECOMMENDATIONS:

THAT based on the September 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.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "David Allen".

David Allen, BES, CLGEM, SCLGM
Chief Administrative Officer

BACKGROUND:

On May 6th, 2019 the subject property was rezoned to add "storefront cannabis retailer" as a permitted use.

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

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

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



Figure 1: Location of Proposal

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

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

Staff Report - September 16, 2019
Zoning Amendment Bylaw No. 2980 – 605/625 Cliffe Avenue

Page 3 of 4

Policy Compliance

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

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

FINANCIAL IMPLICATIONS:

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

ADMINISTRATIVE IMPLICATIONS:

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

ASSET MANAGEMENT IMPLICATIONS:

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

Staff Report - September 16, 2019
Zoning Amendment Bylaw No. 2980 – 605/625 Cliffe Avenue

Page 4 of 4

STRATEGIC PRIORITIES REFERENCE:

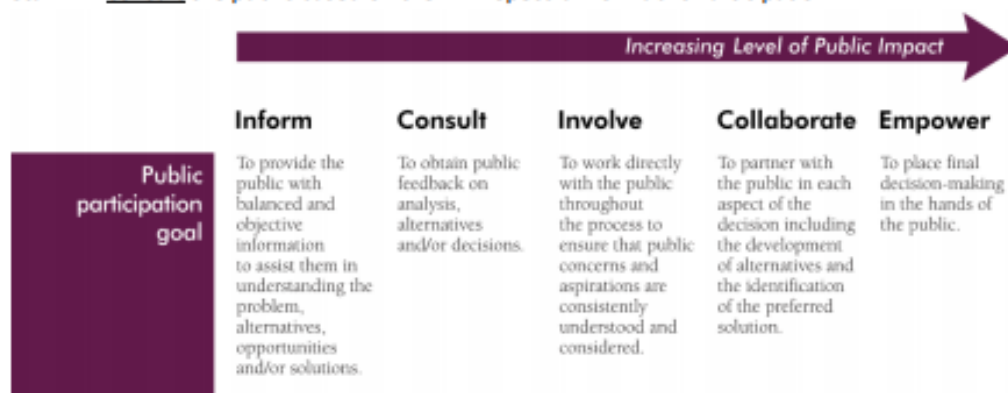
There are no associated references. However, processing development applications is the fundamental corporate and statutory obligations of the City.

OFFICIAL COMMUNITY PLAN REFERENCE:

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

CITIZEN/PUBLIC ENGAGEMENT:

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



Should Zoning Amendment Bylaw No. 2980, 2019 receive First and Second Readings, a statutory public hearing will be held to obtain public opinion in accordance with the *Local Government Act*.

OPTIONS:

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

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

.03
ZONING AMENDMENT
BYLAW NO. 2980 -
605/625 CLIFFE
AVENUE
3360-20-1819

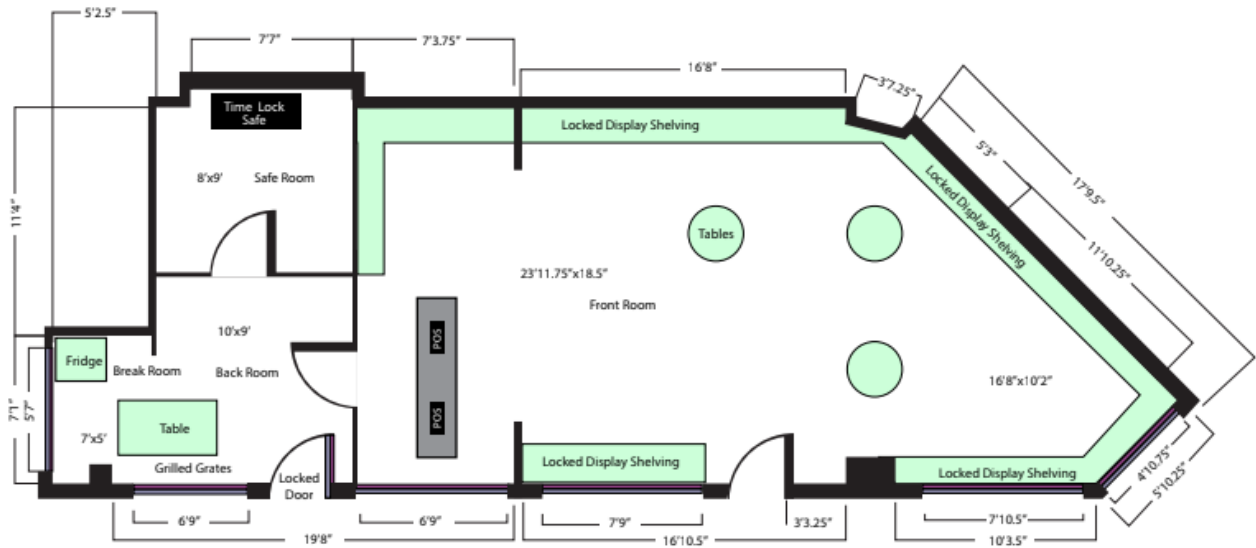
Moved by Hillian and seconded by McCollum that based on the September 16th, 2019 staff report “Zoning Amendment Bylaw No. 2980 - 605/625 Cliffe Avenue” Council approve OPTION 2 and postpone First and Second Readings of Zoning Amendment Bylaw No. 2980, 2019.
Carried

.04
DEVELOPMENT COST
CHARGE RESERVE
FUND EXPENDITURE
BYLAW 2979
3150-01

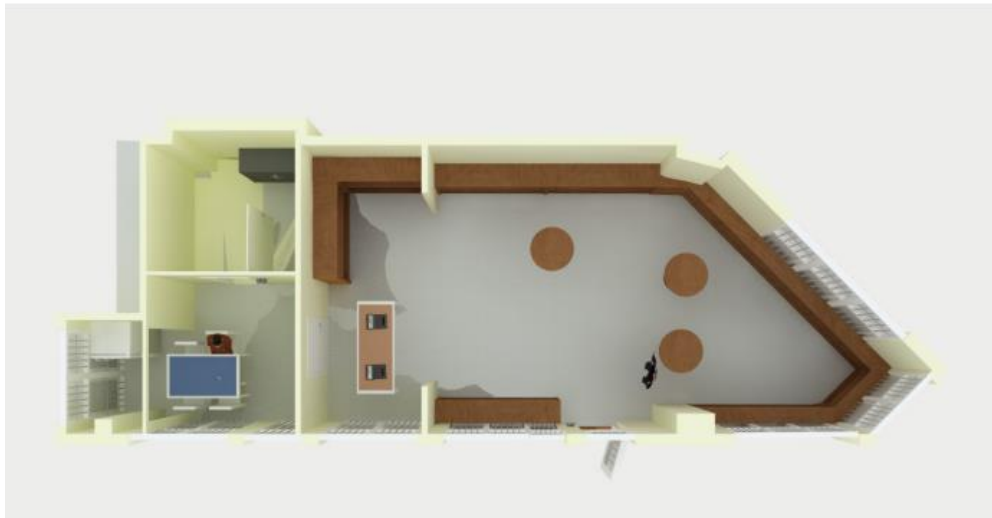
Moved by McCollum and seconded by Hillian that based on the September 16th, 2019 staff report, “Development Cost Charge Reserve Fund Expenditure Bylaw 2979”, Council proceed to first, second and third readings of Bylaw 2979.
Carried

The council meeting recessed at 6:51 p.m.
The meeting reconvened at 7:11 p.m.

Attachment No. 5: Storefront Plans



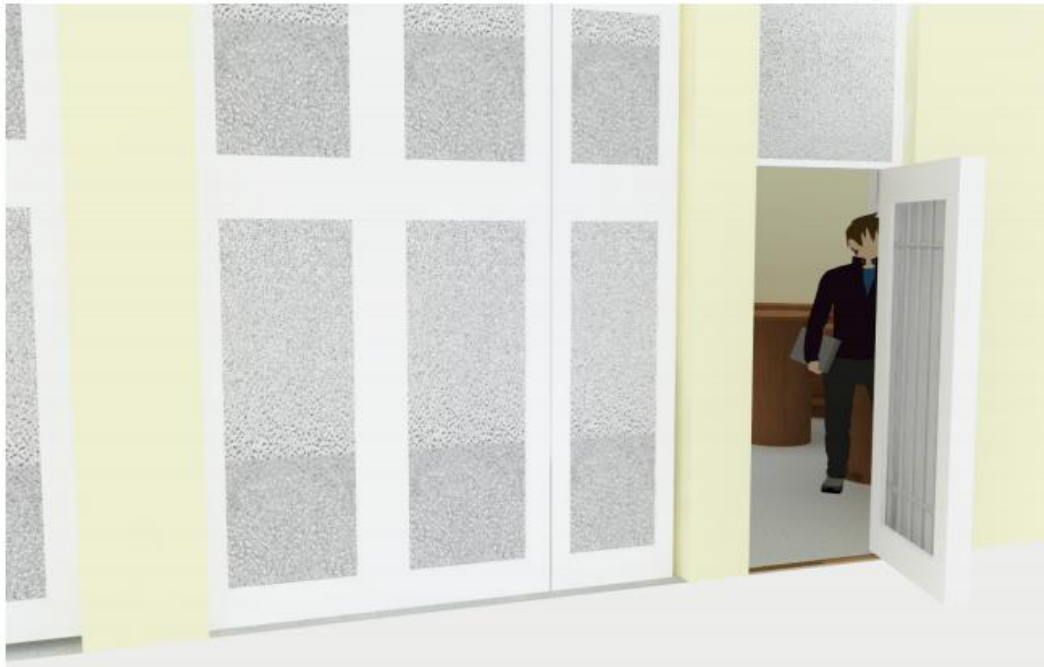
Entire Store



Front Door Security



Front Door



Register View



POS Security



Back Room Door



Vault Room



Tables



Front



Back



Attachment No. 6:
Public Information Meeting Notice, Meeting
Summary, Community Signatures and Applicant's
Presentation

NOTICE

PUBLIC INFORMATION MEETING



**Thursday,
November 28th, 2019
3:00 to 5:00 pm
625 Cliffe Ave.
(Courtenay Mall)**

Inspired Cannabis Co. wishes to establish a boutique, high level of service, community style, cannabis retail store. We are requesting the existing C-1 zoned space at #8 and #11, 625 Cliffe Avenue maintain the current zoning that includes cannabis retail. 625 Cliffe Avenue, also known as Courtenay Mall, is squarely in the downtown area and currently houses a mix of businesses.

This Public Information Meeting is a great opportunity for the neighbouring residents and businesses to learn about our proposed cannabis retail store and to also submit written and oral feedback in regarding this proposal.

For more information, contact:
Mark.Elyas@KCDCONSULTING.CA



November 29th, 2019

Report: Inspired Cannabis Co. 605/625 Cliffe Ave., Public Meeting on November 28th, 2019 & Community Outreach

Public Meeting:

- Public Meeting was held on November 28, 2019 at 3:00 pm at 605/625 Cliffe Ave., the proposed location of Inspired Cannabis Co.
- Sign in sheets were available.
- Comment sheets were available.
- Zero people showed up for the Public Meeting.
- Zero comments were submitted at the Public Meeting.

Community Outreach:

- Due to low attendance at the majority of Public Meetings held by other Cannabis Retail Store applicants in the City of Courtenay, Inspired Cannabis Co. proactively reached out to the neighbouring Downtown business owners and employees to introduce ourselves and to address any community concerns regarding our application.
- Three people brought up the issue of homelessness in the Downtown.
- Two people brought up the issue of parking.
- As stated in our application, we informed the three people who brought up the homelessness issue that Inspired Cannabis Co. will be voluntarily donating \$10,000 to the City of Courtenay's Affordable Housing Fund upon Council approval.
- As stated in our application, we informed the two people who brought up the parking issues that we would be providing six parking spots for our customers at the adjacent parking lot next to the Courtenay Mall.
- Fifty-six neighbouring business owners and employees signed our petition requesting that Mayor and Council approve Inspired Cannabis Co.'s application to maintain zoning for a Cannabis Retail Store at 605/625 Cliffe Avenue.

DATE OF MTG - Nov. 28, 2019

FOR

Inspired Cannabis Co. 605/625 Cliffe Ave

[illegible]

PETITION TO THE CITY OF COURTENAY'S MAYOR AND COUNCILLORS

We, the undersigned neighbouring residents, business owners and employees of 605/625 Cliffe Avenue in the City of Courtenay, draw the attention of Courtenay City Council to the following:

- That more access to Legalized Cannabis will negatively affect the sales and revenues of Black Market Cannabis dealers.
- The less Black Market Cannabis is available, the less likely minors will have access to cannabis.
- That 605/625 Cliffe Ave is an appropriate location for a Legal Cannabis Retail Store due to, land use for a Cannabis Retail Store having been approved by this Council on May 6th, 2019.
- And, in addition to retail sales, the downtown area is the centre for bars and pubs, eateries and restaurants, micro-breweries, and coffee shops. A retail cannabis outlet would be consistent with the general commerce, function and flavour of the downtown area and is consistent with the City's strategic goal of pursuing "vibrant economic growth".

THEREFORE, your petitioners request and call upon the City of Courtenay's Mayor and Council to approve the applicant's Application to maintain zoning for a Cannabis Retail Store at 605/625 Cliffe Avenue.

SIGNATURE	NAME	ADDRESS	POSTAL CODE
1.	[REDACTED]	5-625 CLIFFE AVE	V9N 2J6
2.	[REDACTED]	187-625 CLIFFE AVE	V9N 2J6
3.	[REDACTED]	success us right focus #12-625 Cliffe	V9N 2J6
4.	[REDACTED]	664 Siskiyew	V9N 9M2
5.	[REDACTED]	1010 5th St	V9N 1L4
6.	[REDACTED]	Hairpins	V9N 1L4
7.	[REDACTED]	430 5th St	V9N 1J3
8.	[REDACTED]	Hairpins 4-224 6th	V9N 1M1
9.	[REDACTED]	Hairpins 4-224 6th	V9N 1M1
10.	[REDACTED]	250 6th St	V9N 1M1
11.	[REDACTED]	4145-250 6th St	V9N 1M1
12.	[REDACTED]	256 6th St	V9N 1M1
13.	[REDACTED]	625 England Ave.	V9N 2N5
14.	[REDACTED]	Edible Island 4226 1st St.	V9N 6V4
15.	[REDACTED]	Edible Island 4776 1st St	V9N 6V4

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SIGNATURE	NAME	ADDRESS	POSTAL CODE
1		101 17 th St.	V9N 1Z6
2		HINSEY TAILORING 389 6 th St	V9N 1M2
3		3316 6 th Street	V9N 1M2
4		2316 6 th St	V9N 1M2
5		267 6 th Street	V9N 1L9
6		Ski tek Hut 267 6 th street	V9N 1L
7		Appling Records 211 Simon St Courtenay BC	V9N 5W
8		Small Business 525 Cliffe Ave Courtenay BC	V9N 4S9
9		Mark M. Gartside 525 Cliffe Ave	V9N 2Z
10		Cornerstone . V9N 1J6	208 5 th St.
11		Cornerstone 208 5 th St	V9N 1J6
12		Cornerstone 208 5 th St	V9N 1J6
13		Cornerstone 208 5 th St	V9N 1J6
14		214 5 th St. Courtenay	Artifact V9N 1J6
15		in St City Cause Effect	V9N 1J6

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THEREFORE, your petitioners request and call upon the City of Courtenay's Mayor and Council to approve the applicant's Application to maintain zoning for a Cannabis Retail Store at 605/625 Cliffe Avenue.

SIGNATURE	NAME	ADDRESS	POSTAL CODE
1. [Redacted]	[Redacted]	605 England Ave	V9N 2L2
2. [Redacted]	[Redacted]	565 ENGLAND AVE	V9N 2L2
3. [Redacted]	[Redacted]	COURTNEY SALON	515 CENGLAND AVE COURTNEY BC V9N 2N6
4. [Redacted]	[Redacted]	605 Cliffe Ave	V9N 2J6
5. [Redacted]	[Redacted]	588 England Ave	V9N 2N3
6. [Redacted]	[Redacted]	" "	" "
7. [Redacted]	[Redacted]	Grange & Grand 576 England Ave	V9N 2N3
8. [Redacted]	[Redacted]	Ryko (law) 305-576 England	V9N 2N
9. [Redacted]	[Redacted]	31200-576 England	V9N
10. [Redacted]	[Redacted]	K1V Mill 371 9 6th St	V9N 1M1
11. [Redacted]	[Redacted]	3076th	V9N 1M2
12. [Redacted]	[Redacted]	580 Duncan Ave	V9N 2M7
13. [Redacted]	[Redacted]	267 6th St	V9N 1L9
14. [Redacted]	[Redacted]	625 Cliffe	V9N 2J6
15. [Redacted]	[Redacted]	625 Cliffe	V9N 2J6

(Bisque Restaurant)

PETITION TO THE CITY OF COURTENAY'S MAYOR AND COUNCILLORS

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THEREFORE, your petitioners request and call upon the City of Courtenay's Mayor and Council to approve the applicant's Application to maintain zoning for a Cannabis Retail Store at 605/625 Cliffe Avenue.

SIGNATURE	NAME	ADDRESS	POSTAL CODE
1. [REDACTED]		232 5 th St. (Cardenas)	V9N 1J6
2. [REDACTED]		244 5 th St LCCU	V9N 1J6
3. [REDACTED]		244 5 th St. LaCade	V9N 1J6
4. [REDACTED]		248 5 th St. Pech	V9N 1J6
5. [REDACTED]		268A 5 th St. Steates at Summer	V9N 1J6
6. [REDACTED]		1340 MOUNTAIN VIEW CRE Complex	V9N 1J6
7. [REDACTED]		599 Pandana St	
8. [REDACTED]		2615 Hebrides cr	V9N 3Z
9. [REDACTED]		265 5 th St	V9N 1J6 Hydtide
10. [REDACTED]		625 Cliffe Ave	V9N 2J6 NorthrockTech
11. [REDACTED]		NORTH ROCK TECHNOLOGIES 71625 Cliffe Ave	V9N 2J6 North rock Tech.

Attachment No. 7:
Notification of Company Name Change from
Chill Cannabis to Inspired Cannabis

From: Dyck, Gillian LCRB:EX [mailto:Gillian.Dyck@gov.bc.ca]
Sent: September-05-19 2:27 PM
To: Setta, Tatsuyuki
Cc: jessedhami@shaw.ca
Subject: Referral of a Non-Medical Cannabis Retail Store Application – 1217024 B.C. Ltd. (job 002590)
Importance: High

Good Afternoon,

Please find attached a letter requesting the City of Courtenay consider the above-noted application and provide the Liquor & Cannabis Regulation Branch with a written recommendation with respect to the application.

Note that the "fit and proper" assessments referenced in the attached letter will only be initiated once the City of Courtenay has confirmed acceptance of this application for consideration. **Please reply to this email to confirm if the City of Courtenay is accepting this application for consideration.**

Please contact me if you have any questions.

Thank you,

Gill Dyck | Senior Licensing Analyst
Liquor and Cannabis Regulation Branch
Ministry of Attorney General
Ph: 778-698-3170

From: Dyck, Gillian LCRB:EX [mailto:Gillian.Dyck@gov.bc.ca]
Sent: October-21-19 9:01 AM
To: Beatson, Dana
Subject: CRS Establishment Name Change for job 002590

Good Morning,

Please be notified that Jesse Dhami of CRS job #2590 has changed their establishment names as follows:

- Establishment name from Chill to Inspired Cannabis Co.

Thank you,

Gill Dyck | Senior Licensing Analyst
Liquor and Cannabis Regulation Branch
Ministry of Attorney General
Ph: 778-698-3170

Please Note:
Due to security concerns, Liquor and Cannabis Regulation Branch
will not accept electronically transmitted applications containing credit card information

Attachment No. 8:
Applicant's Development Summary

Development Summary:
Suites #8 and #11, 625 Cliffe Ave, Courtenay, BC

About us

Inspired Cannabis Co. will leverage the highly skilled and connected owners and management team's 15 years of experience in starting up and building a profitable chain of 7 community pharmacies, and carefully selected locations to build a chain of trusted cannabis retail stores. We are excited to open our flagship store here, in the beautiful City of Courtenay in Vancouver Island's Comox Valley.

Our brand strategy is built on customer intimacy and trust, coupled with operational excellence. We intend to offer a wide range of quality legal cannabis products distributed by the BCLCDB and to provide the best service in the Cannabis Retail sector while meeting all provincial and municipal regulations. This is a proven and transferable approach that has allowed our team to build a chain of pharmacies across Vancouver and the Fraser Valley, and we are still growing. |

Our target market is the thousands of Comox Valley Residents who enjoy good quality cannabis and a knowledgeable staff. Inspired Cannabis Co. will be selective in choosing the cannabis brands and strains we will retail, ensuring that our clients are getting the very best, because there are over one hundred Health Canada licensed cannabis producers in Canada, and in the near future, cannabis retailers will have access to all of their products. In Canada, we are in a transition, working

to draw consumers away from the black-market sales of cannabis and into a safe, legal, and legitimate system. Offering high quality cannabis products in an inviting and convenient location is an opportunity to establish the means towards responsible enjoyment of these products. Inspired Cannabis Co. in the downtown's Courtenay Mall will be a positive contributor toward this transition. We will be THE trusted local cannabis retail store in the Comox Valley.

The local community and its social wellbeing are a very important consideration in how Inspired Cannabis Co. plans to operate our retail store while contributing towards the community as whole. Other BC municipalities are requiring community contributions from approved cannabis retail applicants. We believe that this is a good thing. Once Inspired Cannabis Co. receives our business license to operate our flagship store in Courtenay, Inspired Cannabis Co. will contribute \$10,000 to the City of Courtenay to disperse those funds towards the City's Affordable Housing projects. We look forward to being a part of this community, and Inspired Cannabis Co. will demonstrate that by contributing a portion of our profits towards community resources dispersed by the City of Courtenay, every year. Our operating hours will be from 10:00 am to 10:00 pm, seven days per week.

Proposed Development and Rationale

Inspired Cannabis Co. wishes to establish a boutique, high level of service, community style, cannabis retail store. We are requesting the existing C-1 zoned space at #8 and #11, 625 Cliffe Avenue maintain the current zoning that includes cannabis retail. 625 Cliffe Avenue, also known as Courtenay Mall, is squarely in the downtown area and currently houses a mix of businesses. In addition to retail sales, the downtown area is the center for bars and pubs, eateries and restaurants, micro-breweries, and coffee shops. A retail cannabis outlet would be consistent with the general commerce, function and flavor of the downtown area and is consistent with the City's strategic goal of pursuing "vibrant economic growth". Furthermore, the

Downtown Courtenay Business Improvement Association has stated that it will allow for a maximum of 3 cannabis retail outlets in the downtown area. Including our proposed location, there are currently 3 locations in the downtown area currently zoned to allow for cannabis retail outlets for their land use.

Compliance with City Policy Section 13 - Planning and Development Policy # 3030.00.05

Rezoning Considerations

1. Storefront cannabis retailers will only be considered in an established retail location where the current zoning permits retail sales.

The proposed retail location, # 8 and #11, 625 Cliffe Avenue, is currently zoned C-1.

2. A storefront cannabis retailer should be: a. at least 300 m (in a straight line from closest lot line to closest lot line) from a public or independent elementary, middle or secondary school.

The proposed location is not within 300 m of a public or independent elementary, middle or secondary school.

b. at least 400 m (in a straight line from closest lot line to closest lot line) from another lot where a storefront cannabis retailer is permitted, whether or not a storefront cannabis retailer is active on that lot.

- Our proposed location has been rezoned to allow for a cannabis retail outlet for its land use on May 6th, 2019.

- On April 1st, 2019, 143 5th Street was also rezoned to allow for a cannabis retail outlet. Two major roads create an effective buffer between the two locations: Cliffe Avenue and 5th Street.

- On September 3rd, 2019, 576 England Avenue was also rezoned to allow for a cannabis retail outlet. Our proposed location would service the Eastern section of the downtown area, while 576 England Avenue would service the Western section of the downtown area.

c. at least 300m from a City owned playground facility including the spray park and skateboard parks.

Our proposed location is on the 300 m border line south from Riverside Park on Anderton Ave. The park is border by the river to the east, apartments to the immediate south, west and north. R-2B residential areas lie beyond the immediate borders of the park to the north and west, on 1st through 3rd avenues. The entire C-1 downtown area is bordered to the west by R-2B and/or R-4B zoning.

We contend that:

1. Children who go to the park unattended most likely come from the immediate surrounding area and do not pass our store.
 2. Children permitted to walk unattended to the park would most likely transit through the unbroken residential area to the north/north west of the park between 1st and 3rd Avenues. This does not pass by our location.
 3. We expect that children going to Riverside Park from beyond the immediate area are taken by their parents and probably by car.
-

4. Riverside Park is a “Fit Park” with fitness equipment, and is not designated as a “Children’s Playground”. A child going from Riverside Park to our location would cross two busy streets; 5th Avenue and Cliff Street. En route they would pass a smoke and vape shop, a tattoo parlor, a bar/eatery, and an erotic paraphernalia shop. It is unlikely that a child would have reason or parental permission to take this route unaccompanied.

3. Cannabis sales are not permitted at special events, public markets or farmers markets.

Inspired Cannabis Co. will only operate and sell cannabis products from the approved retail location.

4. This Policy does not limit Council from considering variances to the separation distances noted in (2) based on circumstances related to a specific application.

5. The off-street parking requirements applicable to retail stores as outlined in Division 7 of Zoning Bylaw 2500, 2007 and amendments thereto will apply to storefront cannabis retailers.

It is our understanding from policy 8.18.8 that off-street parking and loading requirements do not apply to properties zoned C-1. We will be providing six (6) parking spaces for our clients in the parking lot at 665 Cliffe Ave, adjacent south of the Courtenay Mall.

Off-Street Parking and Loading Notwithstanding any other provision of this bylaw, parking and loading spaces as a requirement under Division 7, shall be deemed not to apply to properties zoned Commercial One (C-1) except that one parking space is required for each residential unit.”

6. Only one storefront cannabis retailer will be allowed per lot.

We are the only proposed retail cannabis outlet for this lot.

7. The maximum number of storefront cannabis retailers in the City is five (5) private retailers and one (1) Government run store.

This application is made with the understanding that the City of Courtenay has not yet met its limit of six (6) retail outlets.

Summary

As proven and experienced operators, Inspired Cannabis Co. aims to be an enhancement to the downtown Courtenay business area by providing great cannabis products and services in a safe and responsible manner within the regulatory frame works of the City of Courtenay and the Province of British Columbia.



THE CORPORATION OF THE CITY OF COURTENAY

STAFF REPORT

To: Council

File No.: 4320-20

From: Chief Administrative Officer

Date: December 16th, 2019

Subject: Permanent Change to Liquor Licence Application (Cornerstone) – 208A 5th St

PURPOSE:

The purpose of the report is to provide Council with the results of public notification of Cornerstone's application made to the Liquor & Cannabis Regulation Branch (LCRB) for a permanent change to the food primary licence at the above referenced location.

CAO RECOMMENDATIONS:

THAT, based on the December 16th, 2019 staff report 'Permanent Change to Liquor Licence Application (Cornerstone) – 208A 5th St', Council approve OPTION 1 as follows:

- 1) The Council of the City of Courtenay recommends the LCRB approve the application for Cornerstone's permanent change to a liquor licence.
- 2) Council's comments on the prescribed considerations are as follows:
 - (a) If the amendment application is approved, it would not result in an increase of noise in the area;
 - (b) If the application is approved, it would not negatively impact the community based on the submissions received from the public;
 - (c) In order to gather the views of residents, the City of Courtenay posted a notice on the City's website outlining the application. Additionally, the RCMP was contacted for comment and indicated having no concerns.

Respectfully submitted,

David Allen, BES, CLGEM, SCLGM
Chief Administrative Officer

BACKGROUND:

The applicant is making application for a permanent change to their existing liquor licence to the Liquor & Cannabis Regulation Branch (LCRB) for the property at 208A 5th Street. The proposed changes are to add a Patron Participation Entertainment Endorsement, which would allow the restaurant to host events where

DISCUSSION:

Figure 1. Property from 5th St & Cliffe Ave

Figure 2. Context

Figure 2. Context

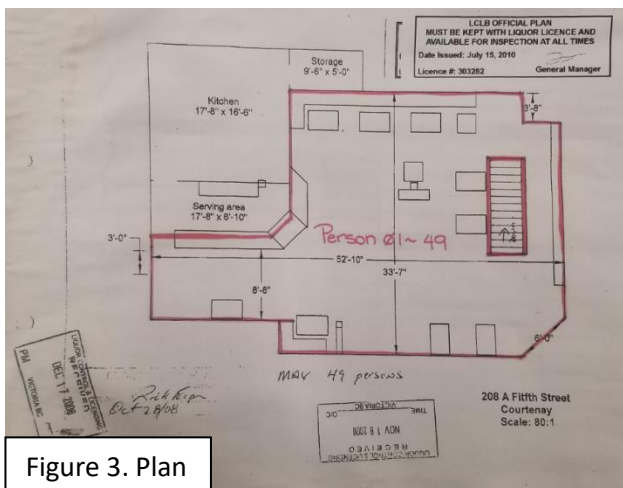


Figure 3. Plan

FINANCIAL IMPLICATIONS:

There is no direct financial implication related to this application.

ADMINISTRATIVE IMPLICATIONS:

Administration of liquor licencing is included in the City's general statutory duties. To date, staff has spent five hours processing the application.

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:

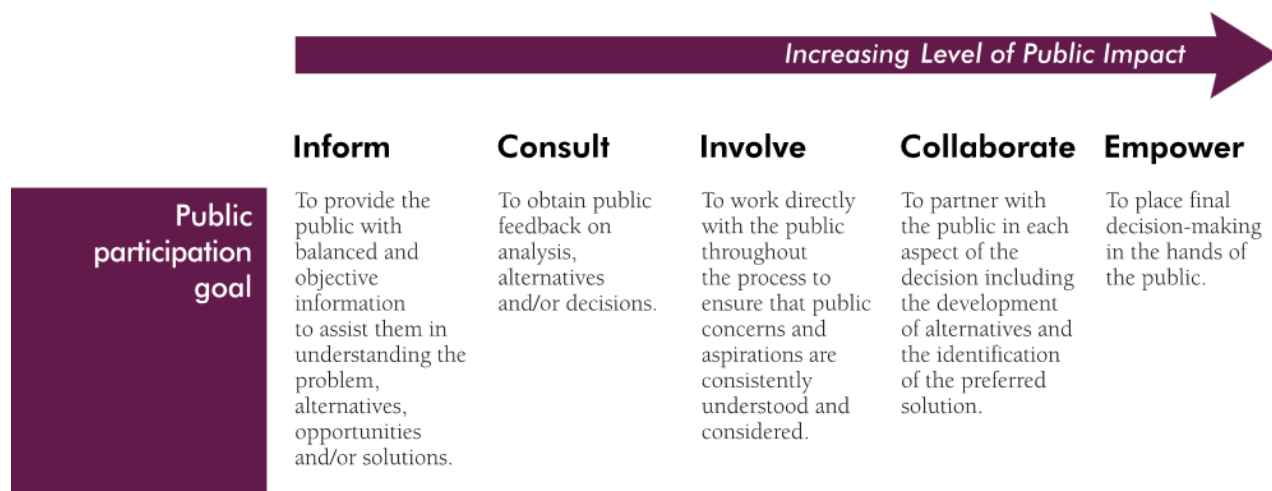
There is no direct reference related to this application.

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 is open on the City's web page from December 3rd to December 16th, 2019. The City has received eleven comments at the time this report was written. All comments support the application. Any comments received prior to the Council meeting will be forwarded to Council for their consideration.

OPTIONS:

Option 1: 1) The Council of the City of Courtenay recommends the LCRB approve the application for Cornerstone's permanent change to a liquor licence.

2) Council's comments on the prescribed considerations are as follows:

- (a) If the amendment application is approved, it would not result in an increase of noise in the area;
- (b) If the application is approved, it would not negatively impact the community based on the submissions received from the public;
- (c) In order to gather the views of residents, the City of Courtenay posted a notice on the City's website outlining the application. Additionally, the RCMP was contacted for comment and indicated having no concerns. **(Recommended)**

Option 2: That Council not recommend approval of the application.

Prepared by:



Mike Grimsrud
Planner 2

Reviewed by:



Ian Buck, MCIP, RPP
Director of Development Services

ATTACHMENTS:

Attachment No. 1: Public Comments

Attachment No. 1: Received Public Comment
1/5

From: [REDACTED]
Sent: Wednesday, December 4, 2019 12:57 AM
To: PlanningAlias
Subject: Re: Cornerstone

Hello -

I believe this establishment is a strong pillar of our community and extending their hours will only benefit our community.

Please allow this request.

[REDACTED]

[REDACTED]

From: [REDACTED]
Sent: Tuesday, December 3, 2019 2:18 PM
To: PlanningAlias
Subject: Cornerstone Taphouse

I think that the Cornerstone Taphouse request, to extend its hours from midnight to 1:00am seven days a week and host events where guests can move about freely and dance, should be approved.

From: [REDACTED]
Sent: Wednesday, December 4, 2019 5:35 AM
To: PlanningAlias
Subject: CornerStone Tap house extended hours

Hello

[REDACTED] from Royston.

I think its a fabulous idea to extend the hours and make room for dancing at Cornerstone Tap House. It will be a vibrant move for the downtown of Courtenay!
Hope it happens, we lobe Cornerstones!

[REDACTED]

Attachment No. 1: Received Public Comment
2/5

From: [REDACTED]
Sent: Tuesday, December 3, 2019 9:35 PM
To: PlanningAlias
Subject: Cornerstone Survey

I wish to give you my support in regards of Cornerstone extended business hours. This fine establishment offers nothing but good entertainment in a respectful environment. A space that downtown Courtenay could benefit from.

The only "late night" dancing alternative is the Avalanche, which I am sorry to say isn't a place where I wish to hang past 11. Cornerstone is a venue where I feel safe and where I happily chose to enjoy multiple form of performance arts, supporting local talents while being delighted by local craft beers.

You get my Yay!

Kind regards,

[REDACTED]
726 5th Street, Courtenay
[REDACTED]

Sent from my iPhone

From: [REDACTED]
Sent: Tuesday, December 3, 2019 5:58 PM
To: PlanningAlias
Cc: [REDACTED]
Subject: Cornerstone Taphouse

Dear Courtenay Town Council,

I have read a facebook posting regarding a local business. As a 61 year old woman and Courtenay homeowner and resident I support the extension of operation hours for Cornerstone Taphouse. This town needs to support small businesses who are offering a social evening for adults who are older than the "20somethings"!

Sincerely,

[REDACTED]
2160 Hawk Dr., #46
Courtenay, BC
V9N 9B2

Cell: [REDACTED] for phone messages

[REDACTED]

Attachment No. 1: Received Public Comment
3/5

From: [REDACTED]
Sent: Wednesday, December 4, 2019 6:27 AM
To: PlanningAlias
Subject: Cornerstones Taphouse

Yes of course they should be allowed to stay open later! And host events with a dancing space! So important to the human experience.

From: [REDACTED]
Sent: Tuesday, December 3, 2019 6:23 PM
To: PlanningAlias
Subject: Cornerstone's request

I live down on Anderton Ave., and I think it's a fine idea to have them open a little later and allow some dance-able events.

[REDACTED]

[REDACTED]

From: [REDACTED]
Sent: Thursday, December 5, 2019 5:23 PM
To: PlanningAlias
Subject: Cornerstone hours extension YES

Hello my name is [REDACTED], I saw the article about cornerstone requesting and extension in their hours and allowing movement (dancing) within the space. I think it is a wonderful idea and have wanted to stay longer in the past as well as dance in the space during music events. I have friends that perform music in the community who would benefit, as well as friends who work and frequent the spot. I hope to see the request go through!

[REDACTED]

Attachment No. 1: Received Public Comment
4/5

From: [REDACTED]
Sent: Thursday, December 5, 2019 9:08 AM
To: PlanningAlias
Subject: Cornerstone hours

Yes please (allow extension in hours).

It's a great alternative to the regular bar scene, being a family friendly place that's actually open late and also not McDonald's with quality beverage options like craft beers and non alcoholic drinks. Also an awesome location and potential for more events like a poetry night. And dancing is good for people. So yeah. Let them extend their hours

From: [REDACTED]
Sent: Thursday, December 5, 2019 5:34 PM
To: PlanningAlias
Subject: Cornerstone Taphouse

I fully support the idea/ request to allow the Cornerstone Taphouse to extend their hours past 12 midnight. I believe that this is a business is a great part of our community, and see no threat of trouble around this idea of extending their hours of business!

[REDACTED]

Attachment No. 1: Received Public Comment
5/5

From: [REDACTED]
Sent: Thursday, December 5, 2019 11:16 PM
To: PlanningAlias
Subject: Cornerstone extension...

Hi

I'm a big fan of this idea of Cornerstone jumping into creating some nightlife in downtown Courtenay. It fits with discussions at the DMAC strategic planning session this fall about the fact that lack of nightlife is a detraction for tourism.

Also, Cornerstone is a HUGE supporter of the arts and culture sector and already contribute well to the music scene... i can see this extension allowing them more flexibility with that, and being able to host more great events. They are an integral part of the venue mix in Courtenay, allowing arts groups to present activities with no costs, and actually PAYING musicians.

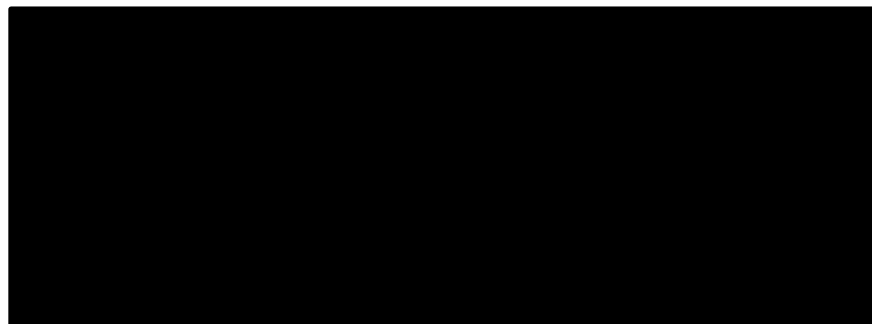
Of course, the folks who live downtown will likely have things to say... but seriously, if you choose to live downtown, you kind of choose to live WITH downtown... whatever that might evolve into.

My one concern is safety. That's a nasty corner for people to be spilling out onto in the middle of the night - though I suppose traffic isn't super busy at that time. In broad daylight that corner is treacherous for pedestrians, so folks who are potentially a bit intoxicated may be at risk there.

Perhaps that could be mitigated by adding a railing to the sidewalk along Cliffe and encouraging use of their side door at night?

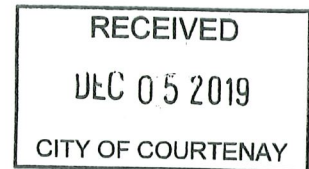
There you go, my 2 cents as a person who doesn't live in Courtenay anymore, but often works and still spends a lot of time there.

peace,



gilakas'la / čεčε haθεč,

I respectfully acknowledge that I live, work and play within the traditional territory of the K'ómoks Nation.



November 25, 2019

385029

His Worship Mayor Bob Wells
City of Courtenay
830 Cliffe Avenue
Courtenay BC V9N 2J7

Dear Mayor Wells:

It was a pleasure to meet with you and your delegation during the 2019 UBCM Convention. I appreciated the opportunity to learn more about the challenges and opportunities in your community.

In response to your briefing note, and as discussed during our meeting, it is a challenge to rely on inconsistent property transfer tax revenue.

You suggested a portion of the liquor tax or cannabis tax go to the City to fund police services. The Ministry of Finance has participated in meetings of the Joint Provincial-Local Government Committee on Cannabis Regulation. Discussions in this committee led to this summer's cannabis cost survey, the results of which were recently shared with Government. This survey is one source of information that will assist us as our government continues to work with and listen to local governments, Indigenous governments, and stakeholder organizations to understand both the potential cost pressures and savings associated with legalization as this industry continues to develop. I have copied the Honourable Mike Farnworth, Minister of Public Safety and Solicitor General so that he is aware of your concerns around policing costs.

You also mentioned the possibility of a motor fuel tax to fund transit projects. Both the Victoria and Vancouver areas have a dedicated tax on gasoline to fund transit services. More information can be found online at: <https://www2.gov.bc.ca/assets/gov/taxes/sales-taxes/publications/mft-ct-005-tax-rates-fuels.pdf>

.../2

Thank you again for meeting with me at this year's convention. I appreciated the opportunity to connect with you directly and to discuss issues that impact the City of Courtenay.

Sincerely,

A handwritten signature in blue ink that reads "Carole James". The signature is written in a cursive, flowing style.

Carole James
Minister and Deputy Premier

cc: Honourable Mike Farnworth, Minister of Public Safety and Solicitor General



FEDERATION
OF CANADIAN
MUNICIPALITIES

FÉDÉRATION
CANADIENNE DES
MUNICIPALITÉS

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**Chief Executive Officer
Chef de la direction**

Brock Carlton
Ottawa, ON

November 29, 2019

The Honourable Ahmed Hussen, P.C., M.P.
Minister of Families, Children and Social Development
House of Commons
Ottawa, ON
K1A 0A6

Dear Minister:

On behalf of the Federation of Canadian Municipalities (FCM), once again, congratulations on your appointment as Minister of Families, Children and Social Development. I look forward to working closely with you and your officials on our shared federal-municipal priorities related to affordable housing, homelessness and poverty reduction. It was a pleasure meeting you last week in Ottawa and discussing some of these issues.

Each year at FCM's March and September Board meetings, and again at our Annual Conference in June, FCM's Board of Directors considers resolutions submitted by its membership. Resolutions adopted by FCM's Board of Directors help inform FCM's policy and advocacy priorities with the Government of Canada. Adopted resolutions represent municipal issues of national significance that fall within federal jurisdiction and therefore require a strong federal partner to help find a solution. The attached resolution, **Supporting Municipalities in Addressing Homelessness**, was adopted at the September 2019 Board of Directors meeting in Kitchener-Waterloo, Ontario.

Despite efforts across all orders of government, homelessness persists in Canada. It is estimated that at least 235,000 Canadians experience homelessness in a given year. The impact of insufficiently supporting people struggling with substance use – in particular the emergent opioids crisis – as well as untreated mental illness are largely responsible for the rise in chronic homelessness. The most recent data shows that the national occupancy rate of emergency shelters (i.e. how full a shelter is) increased, from 82% of beds being full in 2005, to 92.4% of beds being full in 2014. This means that most shelters on most nights are full, leaving people seeking a place to sleep with few options.

In the recent period, "tent cities" and similar encampments have been established in many communities across the country. This occurs when individuals without access to housing group together in temporary establishments, often in municipal parks and other public spaces. These tent cities lack the proper infrastructure to make habitation safe and sanitary and require constant monitoring and support from municipal officials.

../2

24, rue Clarence Street,
Ottawa, Ontario, K1N 5P3

T. 613-241-5221
F. 613-241-7440

www.fcm.ca

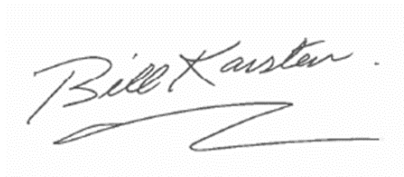


In your last mandate, through the National Housing Strategy (NHS), the federal government implemented a historic plan to build and repair affordable housing and reduce chronic homelessness by 50 percent. FCM was a trusted partner in the development of the Strategy, and applauds the renewed federal leadership in housing and homelessness.

While the NHS is a significant step forward, including the newly developed Reaching Home plan to address homelessness, the immediate and complex challenges related to supporting individuals with no other shelter option but tent cities and similar encampments persists. For this reason, through this resolution, FCM is calling on the federal government to support to municipalities in managing tent cities or other encampments to ensure safe spaces for both people experiencing homelessness and the community at large.

FCM looks forward to working with you and your government in deepening the partnership between municipalities and the federal government to address homelessness. If you or your staff have any questions, please feel free to contact Ryan Osterberg, Government Relations Advisor, at rosterberg@fcm.ca or 613-907-6331.

Yours sincerely,

A handwritten signature in black ink that reads "Bill Karsten" followed by a stylized flourish.

Bill Karsten
FCM President
Councillor, Halifax Regional Municipality

July 10, 2019

SED-2019-05 – Supporting Municipalities in Addressing Homelessness

WHEREAS tent cities are on the rise across the country; and

WHEREAS the root causes of tent cities tend to be lack of affordable housing as well as mental health and addictions issues which are outside the mandate and control of municipalities;

RESOLVED, that the federal government support municipalities with the management of tent cities or other encampments to ensure safe spaces for people experiencing homelessness and the community at large

City of Courtenay (BC)

Minutes of a Parks & Recreation Advisory Commission Meeting
Held at Soroptimist Lounge – Filberg Centre, November 7, 2019 at 6:30 p.m.

Attending: Bill Green
Michael Lynch
Carolyn Janes
Erik Eriksson
Sébastien Braconnier
Iris Churchill
Mary Crowley
Dave Snider (Ex Officio)

Regrets: Allan Douglas
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 Moved by Iris and seconded by Carolyn that the minutes of the Parks & Recreation Advisory Commission meeting on Thursday, September 12, 2019, to be adopted as read. **Carried**

Old Business

**RANDY WIWCHAR
ACKNOWLEDGEMENT** No update from previous meeting. The Wiwchar family liked the idea of a Downtown Closed Street. Presently waiting to hear if Duncan Street will be closed off. Community Foundation has a Randy Wiwchar Memorial Fund people may be directed to.

LAWRENCE BURNS PARK The donated property was never registered as park. Donation contained agreements, but nothing legally binding. Storm water detention facility/pond on site which makes it difficult to manicure the Park. Transportation and PRC Master Plan shows plans to create Tunner Drive into a multiuse path to Simms Park for Council's consideration in the future.

COURTHOUSE TABLES City has communicated with the Province but no action yet; Michael has been searching Ministry websites for protocols around land upkeep/use and will forward info to Dave

PHYSICAL LITERACY Opportunity to participate in PL workshop on November 21. City Council was warm to the PL presentation of looking for ways to promote PL. Eric has attended the PL meetings.

**REGIONAL RECREATION PASS
UPDATE** CVRD has determined a low income pass to be the starting point. Challenges of coordinating efforts from all CV municipalities and their current low income passes. Possibility of starting with pilot projects.

**CAPITAL PROGRAM –
COURTENAY RIVERWAY
SOUTH EXTENSION**

Discussed phases of the project and the feedback so far. Letters have been sent to the neighboring property owners regarding the trail as the City owned parcel bisects their property.

Open House for this project is on November 19 at Native Sons Hall from 5:30 p.m. to 7:30 p.m.

New Business

MEMORIAL PROGRAM

Article in paper with misinformation; Council will receive more information in the New Year.

ACTIVENET

Old software is resolved. New software is in implementation and training phase. ActiveNet will go live at the end of February with a soft launch, and a full launch at the beginning of March.

CRA BOARD

Iris was a guest of the CRA Board, and wondered if there would be conflict of interest if she was on CRA Board and PRAC. Dave clarified the differences of between the commission and the board and where conflicts are. CRA is in control of Evergreen and Building Friendships.

EMPLOYEE WELLNESS PASS

Expires February 29, 2020.

Next Meeting

Thursday, December 5, 2019 at 6:30 p.m. at Yiamas Greek Taverna.

Adjournment

The meeting was adjourned at 7:57 p.m.

THE CORPORATION OF THE CITY OF COURTENAY

BYLAW NO. 2984

A bylaw to amend Zoning Bylaw No. 2500, 2007

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

1. This bylaw may be cited for all purposes as **“Zoning Amendment Bylaw No. 2984, 2019”**.
2. That “Zoning Bylaw No. 2500, 2007” be hereby amended as follows:
 - (a) Amending Section 8.26.1 by adding “notwithstanding any provision of this bylaw, two (2) accessory residential uses are permitted on Lot 16, Section 16, Comox District, Plan 7037 Except That Part in Plan 44368 (1581 Dingwall Road) and renumbering accordingly.
3. This bylaw shall come into effect upon final adoption hereof.

Read a first time this _____ day of _____, 2019

Read a second time this _____ day of _____, 2019

Considered at a Public Hearing this day of , 2020

Read a third time this _____ day of _____, 2020

Finally passed and adopted this day of , 2020

Mayor

Corporate Officer

THE CORPORATION OF THE CITY OF COURTENAY

BYLAW NO. 2991

A Bylaw to prohibit smoking tobacco, cannabis, and vaping in parks, public spaces and City of Courtenay properties.

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

1. CITATION

This Bylaw may be cited for all purposes as the "**Smoking in Parks and Public Spaces Regulation Bylaw No. 2991, 2019.**"

2. DEFINITIONS

In this Bylaw:

“Burn” or **“Burning”** means the combustion or heating of a substance to produce smoke, vapour, aerosol or other substances that can be inhaled;

“Business” means carrying on a commercial or industrial undertaking of any kind or nature or the provision of a professional, personal or other service and includes an activity carried on by a government, government agency, Crown corporation, educational institution, municipality, regional district, or charitable organization;

“Bus Stop” means a place on a bus route marked by a sign at which buses stop to pick up and drop off passengers and includes a transit shelter;

“Cannabis” means cannabis as defined in the *Controlled Drugs and Substances Act* (Canada), or any regulations made pursuant to that Act, and includes any products containing **cannabis**.

“City” means The Corporation of the City of Courtenay;

“Community Charter” means the Community Charter, SBC 2003, Chapter 26;

“Controlled Drugs and Substances Act (Canada)” means the Controlled Drugs and Substances Act, S.C. 1996, c. 19;

“Designated Public Space” means public playing fields, public playgrounds and public squares;

“Enforcement Officer” means a person appointed as a bylaw enforcement officer or contractor by the City of Courtenay to enforce this Bylaw;

“Independent School Act” means the Independent School Act, R.S.B.C. 1996, c. 216;

“Main Entrance” means a place where the name or information about a park, designated public space or school yard is posted or a place designed by a responsible person as a common entry point by the public;

“No-Smoking Sign” means a no-smoking sign prescribed by this Bylaw;

“Park” means land acquired, reserved or dedicated as park or community park in accordance with the *Local Government Act* or the *Community Charter* and land acquired, held, occupied, zoned or regulated as park by a local government and shall include, without restricting the generality of the foregoing, within such parks, all beaches, public playgrounds, public playing fields, public squares, roadways and paths, but shall not include any highway passing through such park that has been dedicated as highway by plan of subdivision or that has been laid out, constructed and maintained by the Ministry of Transportation of the Province of British Columbia, or a local government, or that is a public highway under the Highway Act;

“Prominently” means placed in such a position that the text of the sign or graphic symbol is clearly visible to a person in a school yard or inside a building, structure or vehicle or passenger conveyance, except a private residence;

“Public Playgrounds” means lands held, occupied, zoned or regulated for use by the public as outdoor areas containing playground equipment;

“Public Playing Fields” means lands held, occupied, zoned or regulated for use by the public as outdoor areas for sporting activities;

“Public Square” means land acquired, reserved or dedicated as a public square in accordance with the Local Government Act or Community Charter;

“Responsible Person” means the person who controls, governs or directs the activity carried on within the building, place or premises referred to in this Bylaw and includes the person actually in charge thereof;

“School Act” means the School Act, R.S.B.C. 1996, c. 412;

“School Yard” means that portion of the lands of a school or francophone school as defined in the School Act and Independent School Act without buildings;

“Smoke” or **“Smoking”** means burning a cigarette or cigar containing tobacco or another substance, or burning or heating tobacco or another substance using a pipe, hookah pipe, lighted smoking device or vapourizing device;

“Transit Shelter” means a structure or facility located at a designated bus stop to provide protection from the elements for passengers waiting for a bus.

“Vapourizing Device” means an electronic device that vapourizes a solid, liquid or gas substance for inhalation.

3. PROHIBITION

- (1) No person shall carry or have in his possession a burning cigarette or cigar containing tobacco, cannabis or another substance or a pipe containing burning tobacco or another substance, or burn tobacco or another substance using a pipe, hookah pipe, lighted smoking device or vapourizing (vaping) device:
 - a. In any park except in a private vehicle;
 - b. In any designated public space;
 - c. In any school yard;
 - d. Inside any part of a building or structure except in a private residence, hotel, or motel room, or tent or trailer in campsite;
 - e. In any area of a business place where either or both food and beverages are served or consumed, or both served and consumed;
 - f. In any vehicle or passenger conveyance, except in a private vehicle;
 - g. Within seven (7) metres measured on the ground from a point directly below any point of a doorway, window or air intake in a place described in subparagraphs 3(1)(d) and (e); and
 - h. Within seven (7) metres of a bus stop measured on the ground from any point of the bus stop sign.
- (2) No responsible person shall permit a person to carry or have in his possession a burning cigarette or cigar containing tobacco, cannabis or another substance or pipe containing burning tobacco, cannabis or another substance, or to burn tobacco or another substance using a hookah pipe, lighted smoking device or vapouring (vaping) device:
 - a. Inside any part of a building or structure, except inside a private residence hotel or motel room, or tent or trailer in a campsite;
 - b. In any area of a business place where either or both food and beverages are served or consumed, or both served and consumed; and
 - c. In any vehicle or passenger conveyance, except in a private vehicle.
- (3) Section 3(1) does not apply to a ceremonial use of tobacco in relation to a traditional aboriginal peoples cultural activity.
- (4) Subsections 3(1) and 3(2) do not apply to a controlled substance within the meaning of the *Controlled Drugs and Substances Act (Canada)*.

4. POSTING OF SIGNS

- (1) A responsible person must display, or ensure the display of, a sign at all times, in the form established under paragraph 5 (1):
 - a. At the main entrances to a park;
 - b. At the main entrances to a designated public space;
 - c. At the main entrances to a school yard;
 - d. At each entrance to a building or structure for which that person is a responsible person except a private residence, hotel or motel room, or a tent or trailer in a campsite;
 - e. Inside a vehicle or passenger conveyance, except in a private vehicle; and
 - f. At any area of a business place where either or both food and beverages are served or consumed, or both served and consumed.
- (2) A responsible person must display, or ensure the display of, a sign, at all times, on each exterior wall of a building or structure where the prohibition contained in section 3(1) applies, that states:

“Smoking is prohibited within seven (7) meters of openings into this building or structure including doors and windows that open and any air intake.”

5. SIGNS

- (1) A no-smoking sign shall state:
 - a. The phrase “no smoking” and “no vaping”; or
 - b. Graphic symbols substantially in the form shown on Schedule “A” attached to this Bylaw, which shall be a minimum of six centimetres in diameter and may include the words “City of Courtenay Bylaw No. 2991, 2019 Maximum Penalty \$10,000.00.
- (2) No person shall remove, alter, conceal, deface, write upon or destroy any sign posted pursuant to this Bylaw.

6. DESIGNATION OF BYLAW

- (1) This Bylaw is designated under Section 264 of the *Community Charter* as a Bylaw that may be enforced by means of a Municipal Ticket Information in the form prescribed.

7. DESIGNATION OF ENFORCEMENT OFFICERS

- (1) Bylaw Enforcement Officers, Fire Department Officers, and RCMP members are designated to enforce this Bylaw by means of a Municipal Ticket Information under Section 264 of the *Community Charter*.

8. TICKETING

- (1) The words or expressions listed in Schedule “B” in the ‘description’ column are authorized to be used on a ticket issued under Section 264 of the *Community Charter* to designate an offence against the respective section of this Bylaw appearing opposite in the section column. The amounts appearing in the MTI fine column are the fines set pursuant to Section 264 of the *Community Charter* for contravention of the respective section of the Bylaw appearing opposite in the section column.

9. VIOLATION OF BYLAW

- (1) Every person who suffers or permits any act or thing to be done or who neglects to do or refrains from doing anything required to be done by this Bylaw, and thereby violates any provision of this Bylaw, is guilty of an offence punishable on summary conviction and shall be liable to the maximum penalties that may be imposed pursuant to the *Offence Act* for each and every offence, and each day that an offence continues shall constitute a separate offence against this Bylaw.

10. SEVERABILITY

- (1) If any section, subsection, sentence, clause or phrase of this Bylaw is for any reason held to be invalid by the decision of any Court, the section, subsection, sentence, clause or phrase may be severed from the remaining portion of this Bylaw.

11. INSPECTION

- (1) An Enforcement Officer is authorized to enter onto and into any land, building, structure or premises for the purposes established by sections 419 and 284 of the *Local Government Act* and any other authority to enter property granted in the *Local Government Act*, *Community Charter*, or another Act in accordance with the provisions of section 16(1)-(5) of the *Community Charter*, or other conditions of entry, if any, set out in the *Local Government Act*, *Community Charter* or another Act.

12. EFFECTIVE DATE

- (1) This Bylaw will come into force on the date of its adoption.

13. REPEAL

- (1) "The City of Courtenay Clean Air Bylaw No. 1656, 1992" and amendments thereto are hereby repealed.

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

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

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

Consulted with the Medical Health Officer this ____ day of _____, 2019

Finally passed and adopted this ____ day of _____, 2020.

Deposited with the Minister of Health this ____ day of _____, 2020.

Mayor

Corporate Officer

SCHEDULE "A" - SIGNS
Smoking in Parks and Public Spaces Regulation Bylaw No. 2991, 2019



SCHEDULE “B” - MTI FINES
Smoking in Parks and Public Spaces Regulation Bylaw No. 2991, 2019

SECTION		DESCRIPTION	MTI FINE
3	Prohibition	Smoking where prohibited	\$250.00
4	Posting of signs	No signs posted	\$250.00
5	Signs	Non-conforming or defaced signs	\$250.00

THE CORPORATION OF THE CITY OF COURTENAY

BYLAW NO. 2987

A Bylaw of the City of Courtenay to regulate, prohibit, and impose requirements in relation to the abatement of nuisances, and to provide for recovery of the costs of nuisance abatement where undertaken by the City

WHEREAS it is desirable for the protection and enhancement of the well-being of the community to regulate and require the abatement of nuisances in the City;

AND WHEREAS it is undesirable for the costs incurred in the abatement of nuisance on private property to be paid by the public;

AND WHEREAS pursuant to sections 8(3)(h) and 64 of the *Community Charter*, Council has the authority to regulate, prohibit and impose requirements in relation to nuisances;

AND WHEREAS pursuant to section 17 of the *Community Charter*, Council has the authority to direct that if a person subject to a requirement fails to take the required action, the City may fulfill the requirement at the expense of the person and recover the costs incurred from that person as a debt;

AND WHEREAS pursuant to section 194 of the *Community Charter*, Council may, by bylaw, impose fees payable in respect of municipal services and the exercise of regulatory authority.

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

PART 1 - INTERPRETATION

1.1 Definitions

In this Bylaw:

“City” means City of Courtenay;

“Council” means the municipal Council of the City of Courtenay;

"Fire Chief" means the person duly appointed as such from time to time and includes any person appointed or designated by the Fire Chief to act on his behalf;

"land" means any lot, block or other area in which land is held or into which it is subdivided and includes any improvement on a parcel but excludes streets, lanes, and municipal parks and public spaces;

"nuisance" means any activity which substantially and unreasonably interferes with a person's use and enjoyment of a highway, park or other public area or of land a person owns or occupies, or which causes injury to the health, comfort or convenience of an occupier of land, and without limiting the generality of the foregoing, includes an activity such as a noisy party, a group of people making noise, loud music, car racing, revving engines, yelling, shouting, screaming, fighting, littering, trespassing, illuminations, vibration, odour, accumulation of water or other liquids on a property, irritations, annoyances, unsanitary conditions on property, or other objectionable situations that in law are a nuisance;

"occupier" means any person who occupies land, or who is qualified to maintain an action for trespass in respect of the land, or who is in possession of the land under a lease, licence, agreement for sale or other agreement with the owner of the land;

"owner" means any person in relation to the land who is the registered owner of an estate in fee simple, the tenant for life under a registered life estate, or the registered holder of the last registered agreement for sale, and in the case of provincial Crown or City owned lands, means the occupier of the land;

"person" includes any company, corporation, owner, partnership, firm, association, society or individual; and

"RCMP" means the Royal Canadian Mounted Police, when providing municipal policing services within the City.

PART 2 – PROHIBITION

2.1 Causing a Nuisance Prohibited

- (a) No person shall cause a nuisance on land he or she owns or occupies.
- (b) No person shall permit land he or she owns or occupies to be used in a manner to cause a nuisance.

PART 3 – NUISANCE ABATEMENT

3.1 Requirement to Abate Nuisance

A person who causes a nuisance or permits land he or she owns or occupies to be used so as to cause a nuisance shall abate or cause to be abated the activity which causes the nuisance.

3.2 Order for Nuisance Abatement

- (a) If a person fails to abate or fails to cause to be abated an activity that causes a nuisance, Council may issue a written order directing that the owner or occupier abate or cause to be abated the nuisance.

- (b) Before Council makes an order under section 3.2(a), the owner or occupier must be provided an opportunity to be heard by Council in respect of the matter.

3.3 City May Abate Nuisance

If an owner or occupier who is subject to an order under section 3.2(a) fails to abate or cause to be abated the activity causing the nuisance, the City, by its employees, contractors and agents, and by the RCMP, may abate or cause to be abated the activity which causes the nuisance in accordance with section 17 of the *Community Charter*.

3.4 Entry on Property

- (a) In accordance with section 16 of the *Community Charter*, the following persons are authorized to enter onto property to inspect and determine whether the requirements of this Bylaw are being met, and to carry out an action authorized under section 3.3 of this Bylaw:
 - (i) a member of the RCMP;
 - (ii) the Manager of Legislative and Corporate Administrative Services;
 - (iii) a Bylaw Enforcement Officer;
 - (iv) an Animal Control Officer,
 - (v) a Building Inspector;
 - (vi) the Fire Chief;
 - (vii) the Deputy Fire Chief;
 - (viii) the Assistant Fire Chief;
 - (ix) a Fire Inspector; and
 - (x) a Fire Officer or Fire Fighter.
- (b) For the purposes of carrying out an action authorized under section 3.3 of this Bylaw, Council delegates to the Manager of Legislative and Corporate Services the power to authorize a person, as the City's contractor, to enter onto property in accordance with section 16 of the *Community Charter*.

PART 4 - COST RECOVERY

4.1 Cost Imposition

The City may impose the costs of abating a nuisance in accordance with section 3.3 of this Bylaw on one or more of the following:

- (a) a person causing the nuisance;
- (b) the occupier of land from which the nuisance emanates; and
- (c) the owner of land from which the nuisance emanates.

4.2 Cost Recovery

The City may recover the costs imposed under section 4.1 in accordance with:

- (a) section 231 of the *Community Charter*, as a debt due and recoverable in a court of competent jurisdiction;
- (b) section 258 of the *Community Charter*, in the same manner as property taxes; or
- (c) in any other manner authorized by law.

4.3 Costs Recoverable

The costs recoverable by the City for nuisance abatement under this Bylaw shall be determined and calculated in accordance with Schedule "A" to this Bylaw.

4.4 Offence

A person who contravenes, violates, or fails to comply with any provision of this Bylaw, or who suffers or permits any act or thing to be done in contravention or violation of this Bylaw, or who fails to do anything required by this Bylaw, commits an offence and shall be liable, upon conviction, to a fine of not more than \$10,000.00 (ten thousand dollars) and not less than \$200.00 (two hundred dollars), together with the cost of prosecution and any other penalty or order imposed pursuant to the *Community Charter* or the Offence Act (British Columbia.)

4.5 Continuing Offence

Each day that an offence against this Bylaw continues or exists shall be deemed to be a separate and distinct offence.

PART 5 - GENERAL PROVISIONS

5.1 Severability

If any portion of this bylaw is held to be invalid by a court of competent jurisdiction, the invalid portion may be severed and such invalidity shall not affect the validity of the remaining portions of this bylaw.

5.2 Citation

This bylaw may be cited as the "**Nuisance Abatement and Cost Recovery Bylaw No. 2987, 2019**".

Read a first time this 2nd day of December, 2019

Read a second time this 2nd day of December, 2019

Read a third time this 2nd day of December, 2019

Finally passed and adopted this day of , 2019

Mayor

Corporate Officer

**CITY OF COURTENAY NUISANCE ABATEMENT
BYLAW NO. 2987, 2019**

SCHEDULE "A"

The costs referred to in section 4.3 of this Bylaw are to be determined in part by multiplying the following hourly rates for the following individuals, vehicles or equipment involved in the abatement of a nuisance by the time spent by those individuals, and the time those vehicles and equipment are used, in the abatement of the nuisance.

(a) Staff and Personnel Cost Recovery

The following hourly rates apply for every hour or part thereof which any of the following City employees and RCMP members use to carry out the abatement of a nuisance where authorized under section 3.3 of this Bylaw. Depending upon the day of the week, the time of day, or the holiday status of when such services are required, the hourly rate may be increased by one and a half or two times.

City Employees	Hourly Rate
Manager of Legislative and Corporate Administrative Services	\$70
Bylaw Enforcement Officer	\$45
Animal Control Officer	\$40
Parking Control Officer	\$38
Building Inspector	\$50
Utilities Foreman	\$50

RCMP	Hourly Rate
Inspector	\$92
Staff Sergeant	\$82
Sergeant	\$78
Corporal	\$74
Constable	\$70

Fire/Rescue	Hourly Rate
Fire Chief	\$80
Deputy Fire Chief	\$70
Assistant Fire Chief	\$70
Fire Inspectors	\$50

(b) Vehicle and Equipment Cost Recovery

The following hourly rates apply for every hour or portion thereof where any of the following equipment and vehicles are used by City employees, RCMP or Fire Department personnel to carry out the abatement of a nuisance where authorized under section 3.3 of this Bylaw. Depending upon the day of the week, the time of day or the holiday status of when such services are required, the hourly rate may be increased by one and a half or two times. Costs imposed to carry out the required work will be subject to a 15% administrative cost recovery fee.

Equipment and Vehicles	Hourly Rate
City Truck and Fire support vehicles	\$18
Single Axle Dump Truck	\$75
Backhoe	\$75
Fire truck with crew (Provincial Rate)	\$595
RCMP Vehicles	\$20

(c) Contractor Cost Recovery

For any work carried out by a contractor of the City to carry out the work required under section 3.3 on behalf of the City, the costs imposed will be the actual cost of the work plus 20% of the contract value.

END OF DOCUMENT