

**CORPORATION OF THE CITY OF COURTENAY
COMMITTEE OF THE WHOLE MEETING AGENDA**

Date: October 26, 2020
Time: 4:00 p.m.
Location: City Hall Council Chambers

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

Due to the Coronavirus COVID-19 emergency, the City of Courtenay with the authority of Ministerial Order No. M192 Local Government Meetings & Bylaw Process (COVID-19) Order No. 3 implemented changes to its open Council meetings.

In the interest of public health and safety, and in accordance with section 3(1) of Ministerial Order No. 3 M192, in-person attendance by members of the public at Council meetings will not be permitted until further notice. Council meetings are presided over by the Mayor or Acting Mayor with electronic participation by Council and staff via live web streaming.

K'OMOKS FIRST NATION ACKNOWLEDGEMENT

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3. RESOLUTIONS OF COUNCIL

- 3.1. Councillor Cole-Hamilton - Resolution - United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP) - Indigenous Peoples Reconciliation

Whereas, the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP) was adopted by the United Nations General Assembly in 2007;

Whereas, the Truth and Reconciliation Commission listed in 2015 as the first principle for reconciliation that the UNDRIP, "is the framework for reconciliation at all levels and across all sectors of Canadian Society" and UNDRIP was officially adopted by the Government of Canada in 2016;

Whereas, the Government of British Columbia passed the Declaration on the Rights of Indigenous Peoples Act unanimously in November 2019;

And whereas, the City of Courtenay has identified "Build[ing] on our good relations with K'ómoks First Nation and practic[ing] Reconciliation" as a strategic priority for 2019-2022;

Be it resolved that the City of Courtenay adopt the United Nations Declaration on the Rights of Indigenous Peoples as its framework for indigenous reconciliation.

- 3.2. Councillor Cole-Hamilton - Resolution - United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP) Official Community Plan (OCP)

Be it resolved that the City of Courtenay will incorporate the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP) into the development of its Official Community Plan (OCP);

That the City will work with the K'ómoks First Nation (KFN) to incorporate UNDRIP into its planning and decision making; and further,

That the City will work with the KFN to develop a program to educate City staff about UNDRIP and the history and culture of the KFN.

3.3. In Camera Meeting

That a Special In-Camera meeting closed to the public will be held October 26th, 2020 at the conclusion of the Committee of the Whole meeting pursuant to the following sub-section(s) 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) (g) litigation or potential litigation affecting the municipality.

4. NEW BUSINESS

- | | | |
|------|---|----|
| 4.1. | Comox Valley Regional District (CVRD) - Request for Approval – Regional Transportation Planning Memorandum of Understanding | 75 |
| 4.2. | Courtenay and District Museum - Letter of Support - Community Economic Recovery Infrastructure Program (CERIP) Funding Application - City Owned Facility (207 - 4th Street) | 81 |

Staff Note: Funding application intake deadline - October 29th, 2020

5. ADJOURNMENT



THE CORPORATION OF THE CITY OF COURTENAY

STAFF REPORT TO COMMITTEE OF THE WHOLE

To: Council

File No.: 2380-20 (243-4th St)

From: Chief Administrative Officer

Date: October 26, 2020

Subject: Boys and Girls Club - Request for Rent Relief

PURPOSE:

The purpose of this report is to consider providing a lease grant to the Boys and Girls Club to cover rent shortfalls due to the impact of the COVID-19 pandemic.

POLICY ANALYSIS:

The *Community Charter*, section 26 authorized the City to lease any real property held or owned by the City. Council is responsible for approving and authorizing the execution of such leases.

The *Local Government Act*, section 263(c) authorizes a local government to provide assistance for the purpose of benefiting the community or any aspect of the community.

The *Community Charter*, section 25, prohibits assistance to business. Council is responsible for ensuring assistance is in accordance with the *Community Charter* section 25 and the *Local Government Act* section 263(c).

CAO RECOMMENDATIONS:

That based on the October 26th, 2020 staff report "Boys and Girls Club Request for Rent Relief", Council approve OPTION 1 and provide a lease grant from the gaming fund of \$2,338.60 to the Boys and Girls Club to cover 75% of the rental costs for April, May and June 2020 to assist with rent shortfalls due to the impact of the COVID-19 pandemic with respect to the municipally owned property located at 243-4th Street on lands having a legal description of PID: 004*863-682 Parcel A, Plan 472A, Section 61, Comox Land District, OF LOT 124 & 125 DD 80170N.

Trevor Kushner, BA, DLGM, CLGA, PCAMP
Interim Chief Administrative Officer

BACKGROUND:

The Boys and Girls club of Central Vancouver Island (the Club) is a not-for-profit community group that provides learning and life skills development through core special programming for children, youth and families. The mission statement is "to provide a safe and supportive place where children and you can experience new opportunities, overcome barriers, build positive relationships and develop the confidence

and skills for life". The Club has had a lease agreement with the City since May 2015 for 243 4th Street. The Club provided notice to end tenancy on September 4th and requested rental relief in a September 16th letter to Council. The Club officially vacated the property on October 14th, 2020.

DISCUSSION:

The COVID-19 pandemic has affected businesses across the economic spectrum with unprecedented speed and depth of impact due to a combination of factors including government mandated closures. Similarly to businesses, non-profits are experiencing a significant decline in donations and revenue generating potential as many fundraising events have been cancelled. The Club has made a written request of the City to waive the rent for 6 month (April to September 2020) due to lack of programming, and decreased revenues/fundraising activities. The primary request is to waive the rent from April to July as programs were suspended during this time as a result of COVID-19. The Club's secondary request is that Council consider waiving August and September rents to allow funds to be used in support of ongoing program costs – the Club was providing programming during this period.

As per the *Community Charter*, local governments are not permitted to provide assistance to businesses. However, the *Local Government Act*, section 263 (c), authorizes the City to provide assistance for the purpose of benefiting the community or any aspect of the community. **The provision of a lease grant to cover rental costs during the months where it was not possible to provide programming due to health orders and CDC guidelines around physical distancing would not be considered a violation of the *Charter* and would be in accordance with the *Act*.** However, should Council consider providing a lease grant for the months during which programming was provided (July, August, and September) this assistance could be considered as outside of the City's grant-in-aid program. The grant-in-aid program for 2020 was cancelled due to the loss of revenue in the gaming fund as a result of Provincial Health Authority orders to close the local casino during the pandemic. Should Council wish to consider providing a grant for the periods during which programming was provided there may be a greater financial implication as others seek similar financial assistance from the municipality.

As governments seek options to provide relief to non-profit tenants, there is a significant range in responses from government landlords ranging from demand for full payment, deferrals only, and various levels of rent relief through not charging full rent or an abatement through the Canada Emergency Commercial Rent Assistance program (CECRA). The CECRA program is designed to provide rent relief up to 75% of gross rent for small businesses and non-profits for the period April 2020 to June 2020. Unfortunately municipal property owners are specifically excluded from the program and cannot rely on this relief mechanism. This ineligibility has restricted non-profits that tenant City properties without rental relief, requiring municipalities to respond directly to rental relief or deferment requests.

Some larger municipalities have chosen to provide rent reductions or deferment of rent as the landlord (the City) is considering the inability of the tenant to pay their lease payment as a major risk for business failure in the near term. Upon receipt of the request, City staff reached out to several neighbouring municipalities to identify their response to similar requests (if received). The below table outlines various responses to comparable requests:

Municipality	Response
Campbell River	No rent relief. Focused on increased economic development programming to assist businesses with recovery. Eliminated fee increases for 2020.
Nanaimo	<p>Provided rental relief to tenants of City owned facilities that were closed due to Parks, Recreation and Culture facility closures. Rental payments resumed on July 1st.</p> <p>Provided rent relief to Boys and Girls Club due to program suspension and recreation closures. Rent obligations resumed in July as programs restarted.</p>
Comox	<p>Did not charge rent to recreation tenants during the Community Centre closure period. Centre closures were required as a result of province issued "Class Order (mass gatherings) re: COVID-19", which forbids, "the gathering of people in excess of 50 people, "at facilities, including recreation centres.</p> <p>Provided rental % reductions on a case-by-case basis.</p>
Port Alberni	Considering a CECRA criteria/qualification approach.

Most notable, the Club made a similar request to the City of Nanaimo. Through a rent relief program, the City of Nanaimo waived rental fees for its non-profit tenants during months when no programming/services were offered (April – June), with rent payments resuming in July. Upon discussion with Nanaimo’s Real Estate Division, it was noted that temporary relief was provided to recreation tenants as the City believed it was more beneficial to maintain long-term tenants through rental relief than to find new tenants when demand for space is low due to COVID-19. Although the Club’s request to the City of Courtenay is similar, in Courtenay’s case the Club has decided to terminate its tenancy, as such there is little to no long-term benefit to the City should rental relief be provided. However, supporting community non-profits, especially in challenging times can be considered a public benefit as it demonstrates government support of and role in the provision of community services.

Upon review of the CECRA and the responses and approaches of various local governments, it is recognized that had the Club not been a local government tenant they would have likely qualified for a 75% rental subsidy through the CECRA program. Unlike Nanaimo and Comox, the justification/benefit for providing full or partial ongoing rental relief to their long-term and continuing tenants is both in the continuation of the programming and the maintenance of the tenant relationship. Unlike others, as the Club has terminated its tenancy with the City, Courtenay will not realize the same benefits of long-term tenancy and resumption of community services. Therefore the recommended option seeks to provide an equivalent benefit to that offered through the CECRA program, for which the Club is ineligible as a municipal government tenant.

FINANCIAL IMPLICATIONS:

The City’s grant-in-aid program for 2020 was cancelled due to the loss of revenue in the gaming fund as a result of Provincial Health Authority orders to close the local casino during the pandemic. Should Council approve the lease grant for April, May, and June using the CECRA program as a guide, the lease-grant value would be \$2,338.60. This grant amount would be funded from previous year revenue in the gaming fund which has an estimated 2020 yearend balance of \$837,000.

ADMINISTRATIVE IMPLICATIONS:

The provision of a grant to a non-profit organization does not create an obligation under section 24 of the *Community Charter* as the original lease agreement and obligations remain intact. Approximately 12 hours of staff time has been dedicated to researching various approaches, reviewing applicable legislation and related case law, and drafting the report.

ASSET MANAGEMENT IMPLICATIONS:

The property will be reviewed within the context of the Land Strategy Project.

STRATEGIC PRIORITIES REFERENCE:

Strategic Priorities Chart: Council “Next” Priority

- City Land Strategy/Acquisition & Disposition

We focus on organizational and governance excellence

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

We continually invest in our key relationships

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

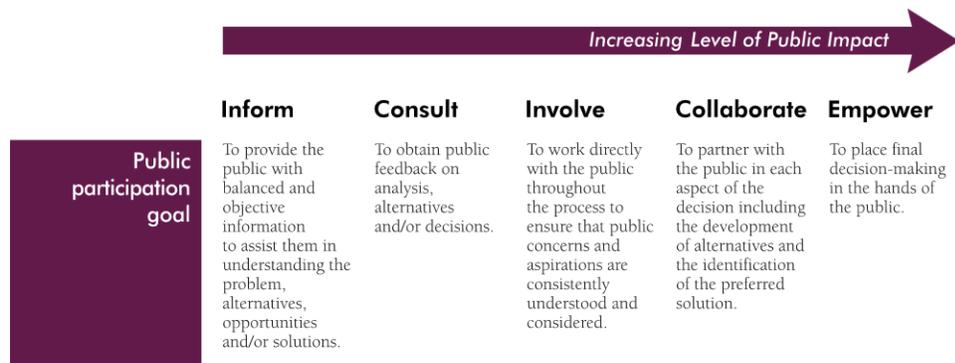
Not referenced.

REGIONAL GROWTH STRATEGY REFERENCE:

No specific reference.

CITIZEN/PUBLIC ENGAGEMENT:

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



© International Association for Public Participation www.iap2.org

OPTIONS:

1. That based on the October 26th, 2020 staff report "Boys and Girls Club Request for Rent Relief", Council approve Option 1 and provide a lease grant from the gaming fund of \$2,338.60 to the Boys and Girls Club to cover 75% of the rental costs for April, May and June 2020 to assist with rent shortfalls due to the impact of the COVID-19 pandemic with respect to the municipally owned property located at 243-4th Street on lands having a legal description of PID: 004*863-682 Parcel A, Plan 472A, Section 61, Comox Land District, OF LOT 124 & 125 DD 80170N. (Recommended)
2. That Council provide a lease-grant of a different amount.
3. That Council deny the request.

Prepared by:



Kate O'Connell, BA, MPP
Director of Corporate Support Services

Concurrence by:



Trevor Kushner, BA, DLGM, CLGA, PCAMP
Interim Chief Administrative Officer



THE CORPORATION OF THE CITY OF COURTENAY

STAFF REPORT TO COMMITTEE OF THE WHOLE

To: Council
From: Interim Chief Administrative Officer
Subject: City of Courtenay Signing Authority Amendment

File No.: 1940-01
Date: October 26, 2020

PURPOSE:

To revise and update the authorized signatories on record for several key positions due to recent retirements and appointments.

POLICY ANALYSIS:

The City of Courtenay's Financial Institutions require an updated banking resolution with Council approved signing authorities.

EXECUTIVE SUMMARY:

Due to the recent retirement and appointment of staff in key positions new signing authorities need to be established for the City. Staff have already notified the City's financial institution to remove those who are no longer employed with the City, however must add additional staff to ensure adequate authority and business continuity when conducting financial transactions. Two signatories are required on all banking transactions and agreements.

CAO RECOMMENDATIONS:

That based on the October 26th, 2020 staff report "City of Courtenay Signing Authority Amendment", Council supports OPTION 1 and approves the following individuals to be authorized as signing authorities for the City of Courtenay in regards to all banking, investment and financial transactions:

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

Trevor Kushner - Chief Administrative Officer (Interim)
Wendy Sorichta - Corporate Officer
Rayanne Matthews - Deputy Corporate Officer
Jennifer Nelson - Director of Financial Services
Renata Wyka - Manager of Finance
Annie Berard - Manager of Financial Planning, Payroll and Business Performance

Respectfully submitted,



Trevor Kushner, BA, DLGM, CLGA, PCAMP
Interim Chief Administrative Officer

BACKGROUND:

Authorized signatories on record with the City's banking and financial institutions are routinely set by Council resolution in the inaugural meeting held in November subsequent to the municipal election. Following is the previous resolution adopted by Council at its November 5th, 2018 inaugural Council meeting:

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

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

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

There have recently been several retirements and appointments of staff in key positions, therefore, an updated signing authority resolution is required.

Each of the following positions may be called upon as one of the two signatures required for financial transactions:

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

*Trevor Kushner - Chief Administrative Officer (Interim)
Wendy Sorichta - Corporate Officer
Rayanne Matthews - Deputy Corporate Officer
Jennifer Nelson - Director of Financial Services
Renata Wyka - Manager of Finance
Annie Berard - Manager of Financial Planning, Payroll and Business Performance*

FINANCIAL IMPLICATIONS:

There are no financial implications to amend the signing authorities for the City.

ADMINISTRATIVE IMPLICATIONS:

Once approved by Council, staff will update the City’s financial institution accordingly.

ASSET MANAGEMENT IMPLICATIONS:

Not Applicable

STRATEGIC PRIORITIES REFERENCE:

We focus on organizational and governance excellence

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

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

OFFICIAL COMMUNITY PLAN REFERENCE:

N/A

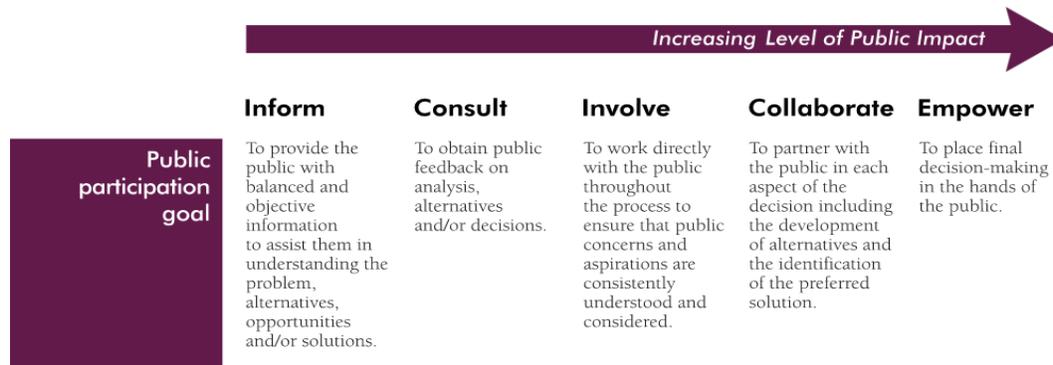
REGIONAL GROWTH STRATEGY REFERENCE:

N/A

CITIZEN/PUBLIC ENGAGEMENT:

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

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



OPTIONS:

OPTION 1: That based on the October 26th, 2020 staff report "City of Courtenay Signing Authority Amendment", Council supports OPTION 1 and approves the following individuals to be authorized as signing authorities for the City of Courtenay in regards to all banking, investment and financial transactions:

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

Trevor Kushner - Chief Administrative Officer (Interim)
Wendy Sorichta - Corporate Officer
Rayanne Matthews - Deputy Corporate Officer
Jennifer Nelson - Director of Financial Services
Renata Wyka - Manager of Finance
Annie Berard - Manager of Financial Planning, Payroll and Business Performance
[RECOMMENDED]

OPTION 2: That Council defer this decision and request further information from staff.

Prepared by:



Wendy Sorichta
Corporate Officer

Reviewed by:



Jennifer Nelson, CPA, CGA
Director of Financial Services

Concurrence by:



Trevor Kushner, BA, DLGM, CLGA, PCAMP
Interim Chief Administrative Officer



THE CORPORATION OF THE CITY OF COURTENAY

STAFF REPORT TO COMMITTEE OF THE WHOLE

To: Council

File No.: 2240-20

From: Chief Administrative Officer

Date: October 26, 2020

**Subject: Consent Agreement for Financial Charges - Playtime Gaming Group
(Chances Casino - 360 Hunt Road)**

PURPOSE:

The purpose of this report is to request that Council authorize the Mayor and Corporate Officer to sign the consent agreement for financial charges related to the Chances Casino property.

CAO RECOMMENDATIONS:

That based on the October 26, 2020 staff report "Consent Agreement for Financial Charges – Playtime Gaming Group", Council authorizes the Mayor and Corporate Officer to sign the consent agreement attached as **Attachment No.1**.

Respectfully submitted,

Trevor Kushner, BA, DLGM, CLGA, PCAMP
Interim Chief Administrative Officer

BACKGROUND:

In 2011 the City acquired an option to purchase a portion of the casino property located at 361 Hunt Road for the potential construction of an extension of Tunner Drive. This option to purchase is in addition to the land that has been dedicated to the City as a requirement of a rezoning application in 2011.

DISCUSSION:

As the City has an interest in the casino land by way of an option to purchase we are required to sign a consent form prior to any changes to the financial charges. Gateway Casinos has recently obtained Large Employer Emergency Financing Facility ("LEEFF") funding from the Canada Enterprise Emergency Funding Corporation ("CEEFC"). In connection with this government funding, the casino is required to grant a security interest in their assets, as was done for their current credit facility in 2017.

FINANCIAL IMPLICATIONS:

There are no direct financial implications related to signing the consent agreement.

ADMINISTRATIVE IMPLICATIONS:

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

ASSET MANAGEMENT IMPLICATIONS:

There are no direct asset management implications related to signing the consent agreement.

STRATEGIC PRIORITIES REFERENCE:

Not directly referenced.

OFFICIAL COMMUNITY PLAN REFERENCE:

Signing agreements of this nature are not referenced in the Official Community Plan.

REGIONAL GROWTH STRATEGY REFERENCE:

Signing agreements of this nature are not referenced in the Regional Growth Strategy.

CITIZEN/PUBLIC ENGAGEMENT:

There is no public engagement required for this request.

OPTIONS:

OPTION 1: Authorize the Mayor and Corporate Officer to sign the agreement. (Recommended)

OPTION 2: Do not authorize the Mayor and Corporate Officer to sign the agreement.

Prepared by:



Ian Buck, MCIP, RPP
Director of Development Services

Concurrence by,



Trevor Kushner, BA, DLGM, CLGA, PCAMP
Interim Chief Administrative Officer

Attachment No. 1: Consent Agreement

Attachment No.1

CONSENT AND AGREEMENT

Chances Playtime, Courtenay, BC

WHEREAS:

- A. Playtime Gaming Group Inc. is the registered owner (the "**Owner**") of the lands legally described as PID 030-217-768, Lot 2 Section 14 Comox District, Plan EPP23850, and civically described as 361 Hunt Road, Courtenay, British Columbia (the "**Lands**");
- B. There is registered against the title to the Lands an option to purchase (the "**Option to Purchase**") the Highway Area (as defined therein) registered on May 18, 2011 under number FB414633 in favour of The Corporation of the City of Courtenay ("**City of Courtenay**") and attached hereto as Schedule A;
- C. Pursuant to Section 6.4 of the Option to Purchase the Owner shall not grant or register or permit any new encumbrances of any kind on the Lands which affect or may affect the Highway Area (as defined therein) unless the Owner has obtained the prior written consent of the City of Courtenay to such encumbrance;
- D. Pursuant to a share purchase agreement dated as of December 17, 2015 (the "**Share Purchase Agreement**") among, *inter alia*, Gateway Casinos & Entertainment Limited ("**Gateway**"), as purchaser, and the vendors party thereto (collectively, the "**Vendors**"), Gateway acquired control over all of the issued and outstanding shares in the capital of the Owner from the vendor parties thereto (the "**Acquisition**");
- E. Pursuant to a Consent Agreement dated December 24, 2015, the City of Courtenay consented to and acknowledged the granting by PT Courtenay Enterprises Ltd., as predecessor by amalgamation to the Owner ("**PT Courtenay**") of security interests over all of PT Courtenay's present and after-acquired assets (including, without limitation, the Lands);
- F. Pursuant to a Consent and Agreement dated March 7, 2017, the City of Courtenay consented to and acknowledged the granting by Gateway of security interests over all of Gateway's present and after-acquired assets in connection with Gateway's existing credit facilities;
- G. Pursuant to a credit agreement dated as of September 25, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") among, *inter alios*, Gateway, as borrower, Canada Enterprise Emergency Funding Corporation, in its capacity as collateral agent (the "**Collateral Agent**") and the other parties named therein and from time to time party thereto, Gateway obtained additional financing by way of new credit facilities;
- H. As a condition of the financing being made available to Gateway, pursuant to the terms of the Credit Agreement, the Collateral Agent has requested, and Gateway has agreed to grant, *inter alia*, the Charge (as defined below) in favour of the Collateral Agent for and on behalf of the Lenders (as defined in the Credit Agreement); and
- I. The City of Courtenay has agreed to consent to the grant of the Charge by the Owner.

IN CONSIDERATION OF THE PREMISES and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed to by the Collateral Agent and the City of Courtenay, the parties consent and agree as follows:

- 1 Pursuant to Section 6.4 of the Option to Purchase, the City of Courtenay hereby consents to the grant and registration of the mortgage and charge over the Lands in favour of the Collateral Agent for the benefit of the Lenders (the "**Charge**").
- 2 The Collateral Agent agrees, upon the request of the City of Courtenay, to:
 - (a) cause to be executed and delivered by it, the application to deposit the subdivision plan referred to in the Option to Purchase;
 - (b) if the City of Courtenay acquires the Highway Area as a fee simple parcel, execute a registrable discharge of the Charge, to the extent the Charge applies to the Highway Area, if a form of registrable discharge is provided to it; and
 - (c) subordinate the Charge to any new charges required to be registered as a condition of subdivision approval.
- 3 The Collateral Agent shall not file a notice of objection pursuant to section 242 of the *Land Title Act* (British Columbia).
- 4 The Collateral Agent shall not assign its interest in the Charge unless it also assigns its rights and obligations under this Consent and Agreement to the same assignee and, concurrently therewith, the assignee enters into an agreement in favour of the City of Courtenay pursuant to which the assignee agrees to assume, perform and be bound by the Collateral Agent's covenants and obligations set out in this Consent and Agreement.
- 5 This Consent and Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which when executed and delivered, shall be deemed to be an original and all of which, when taken together, shall constitute but one and the same Consent and Agreement. Delivery of an executed counterpart of this Consent and Agreement by facsimile or other electronic method of transmission shall be equally as effective a delivery of an original executed counterpart of this Consent and Agreement. Any party delivering an executed counterpart of this Consent and Agreement by facsimile or other electronic method of transmission shall also deliver an originally executed counterpart of this Consent and Agreement but the failure to deliver an originally executed counterpart shall not affect the validity, enforceability and the binding effect of this Consent and Agreement.

[signature page follows]

DATED this _____ day of October, 2020.

**THE CORPORATION OF THE
CITY OF COURTENAY** by its authorized
signatories:

Name:
Title:

Name:
Title:

DATED this _____ day of October, 2020.

**THE CORPORATION OF THE
CITY OF COURTENAY** by its authorized
signatories:

Name:
Title:

Name:
Title:

DATED this _____ day of October, 2020.

CANADA ENTERPRISE EMERGENCY FUNDING CORPORATION
as Collateral Agent by its authorized signatory(ies)

Name:
Title:

Name:
Title:

SCHEDULE A

OPTION TO PURCHASE

REGISTERED VIFB414633 RCVD:2011-05-18 RQST:2012-06-01-08.30.39.941

FB414634

18 MAY 2011 14:17

FB414633

LAND TITLE ACT
FORM C
(Section 233)
Province of British Columbia

GENERAL INSTRUMENT-PART 1 (This area for Land Title Office use)

Page 1 of 18 Pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)

2C
Christina Reed
YOUNG, ANDERSON
#1616 - 808 Nelson Street
Vancouver, BC V6Z 2H2
(604) 689-7400

Chr. R.
Christina Reed
Applicant's Solicitor

do West Coast Title Search Ltd
10104

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*

(PID)

(LEGAL DESCRIPTION)

hw 5/18/2011 2:17:08 PM 2 1
Charge 2 \$148.80

1/3
027-151-891

Lot A Section 14 Comox District Plan VIP83482

3. NATURE OF INTEREST:*

Description

Document Reference
(page and paragraph)

Person Entitled to Interest

SEE SCHEDULE

4. TERMS: Part 2 of this instrument consists of (select one only)

- (a) Filed Standard Charge Terms
- (b) Express Charge Terms
- (c) Release

D.F. No.

Annexed as Part 2

There is no Part 2 of this Instrument.

A selection of (a) include any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S):*

PT COURTENAY ENTERPRISES LTD. (Inc. No. BC0667117) (as to Option)

ROYAL BANK OF CANADA (as to Priority)

6. TRANSFEREE(S): (including postal address(es) and postal code(s))*

THE CORPORATION OF THE CITY OF COURTENAY, 830 Cliffe Avenue, Courtenay, B.C. V9N 2J7

REGISTERED VIFB414633 RCVD:2011-05-18 RQST:2012-06-01-08.30.39.941

LAND TITLE ACT
FORM C
(Section 233)
Province of British Columbia
GENERAL INSTRUMENT-PART 1

Page 2

7. ADDITIONAL OR MODIFIED TERMS:
N/A

8. EXECUTION(S):**This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature

Execution Date

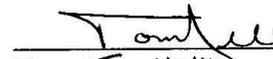
Transferor Signature

Y M D

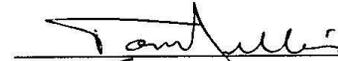

ALLYSON A. EDWARDS
Barrister & Solicitor
Kane, Shannon & Weiler
#220 - 7565 - 132nd Street
Surrey, B.C. V3W 1K5
Telephone 604-591-7321

2011 05 16

PT COURTENAY ENTERPRISES LTD. by its authorized signatory(ies):


Name: Tom Nellis

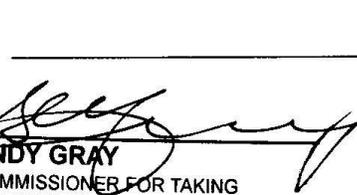
(as to both signatures)


Name: Tom Nellis.

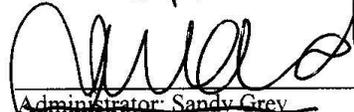
Transferee Signature

THE CORPORATION OF THE CITY OF COURTENAY by its authorized signatory(ies):


Mayor: Greg Phelps


SANDY GRAY
A COMMISSIONER FOR TAKING AFFIDAVITS FOR BRITISH COLUMBIA
830 CLIFTON AVENUE (between signatures)
COURTENAY, BC V9N 2J7

2011 04 15


Administrator: Sandy Gray

JOHN WARD, CMC
MANAGER OF CORPORATE ADMINISTRATION

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

** If space insufficient, continue executions on additional page(s) in Form D.

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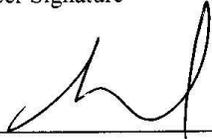
**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Page 3

8. EXECUTION(S):**This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature



Name of Officer

MICAH S. CLARK
Barrister & Solicitor
#201 - 467 Cumberland Rd.
Courtenay, BC, V9N 2C5
Phone: 250-334-4461

Execution Date

Y M D

2011 05 09

Party(ies) Signature

ROYAL BANK OF CANADA by
its authorized signatory(ies):


Name: KEN SWORER
Name: RON WEIR

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**LAND TITLE ACT
FORM E**

SCHEDULE

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Enter the required information in the same order as the information must appear on the Freehold Transfer Form, Mortgage Form or General Document Form.

3. NATURE OF INTEREST:

Description	Document Reference (page and paragraph)	Person Entitled to Interest
Option to Purchase	Page 7, Article 3	Transferee
Priority Agreement granting Option to Purchase <u>FB414633</u> priority over Mortgage FB67982 extended by FB78088 and Assignment of Rents FB67983 extended by FB78089	Page 16	Transferee

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**TERMS OF INSTRUMENT – PART 2
OPTION TO PURCHASE**

THIS AGREEMENT dated for reference the ____ day of April, 2011

BETWEEN:

PT COURTENAY ENTERPRISES LTD. (Inc. No. BC0667117)
1001 – 7445 – 132nd Street
Surrey, B.C. V3W 1J8

(the “Owner”)

AND:

ROYAL BANK OF CANADA
200 Bay Street
P.O. Box 1, Royal Bank Plaza
Toronto, ON M5J 2J5

(the “Bank”)

AND:

THE CORPORATION OF THE CITY OF COURTENAY
830 Cliffe Avenue
Courtenay, B.C. V9N 2J7

(the “City”)

GIVEN THAT:

- A. The City is a municipality incorporated pursuant to the *Local Government Act*, R.S.B.C. 1996, c. 323, and the *Community Charter*, S.B.C. 2003, c. 26;
- B. The Owner is the registered owner in fee simple of that certain parcel or tract of land and premises situate, lying and being in the City of Courtenay in the Province of British Columbia, being more particularly known and described as:

PID 027- 151-891
Lot A Section 14 Comox District Plan VIP83482

(hereinafter called the “Lands”);

- C. The City intends to extend the alignment of Tunner Drive south of Hunt Road, and to do so the City will make its best efforts to obtain the necessary road allowance within that parcel legally described as PID 001-397-451, Remainder Lot 2 Section 14 Comox District Plan

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20152 including the necessary subdivision approval from the Agricultural Land Commission. In the event that the City is not able to obtain the necessary land or approval, the City requires this option to purchase for an alternate alignment of the extension of Tunner Drive:

- D. The Owner agrees to grant to the City an option to purchase a portion of the Lands in accordance with the terms of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the premises and promises of this Agreement, the sum of \$1.00 (the “Option Payment”) paid by the City to the Owner, and other good and valuable consideration (the receipt and sufficiency of which are hereby expressly acknowledged by the parties), the parties agree as follows:

ARTICLE 1 INTERPRETATION

- 1.1 **Definitions.** In this Agreement, the following terms shall have the meanings set out below unless the context requires otherwise:
- (a) **“Agreement”** means this agreement and all schedules annexed hereto and any amendments hereto or modifications hereof and the terms “hereto”, “herein”, “hereby” and other similar terms are used in reference to this Agreement;
 - (b) **“Business Day”** means any day other than Saturday, Sunday, or any statutory holiday in the Province of British Columbia;
 - (c) **“Highway Area”** means that approximate 1376 square metre portion of the Lands shown on the sketch plan as “Existing Area Subject to Right-to-Purchase within Covenant FB060660 (1375 m²)” attached hereto as Schedule “A”;
 - (d) **“LTO”** means the Victoria Land Title Office;
 - (e) **“Permitted Encumbrances”** means the following encumbrances registered against the Lands:
 - (i) Right of Way D22179 in favour of the Corporation of the City of Courtenay;
 - (ii) Statutory Right of Way FB78094 in favour of the Corporation of the City of Courtenay;
 - (iii) any charges or encumbrance as may be required as a condition of Subdivision (as hereinafter defined); and
 - (iv) the reservations and exceptions contained in the original grant from the Crown; and

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- (f) **“Person”** is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, the government of a country or any political subdivision thereof, or any agency or department of any such government.

ARTICLE 2 GRANT OF OPTION TO ACQUIRE HIGHWAY AREA

- 2.1 **Option.** The Owner hereby grants, under seal, to the City, the sole and exclusive option (the “Option”), irrevocable within the time for exercise by the City herein limited, to acquire the Lands.
- 2.2 **Option Payment.** At the time of full registration of this Agreement in the LTO, the City will pay to the Owner the non-refundable Option Payment.
- 2.3 **Non-Exercise of Option.** If the Option is not exercised within the time and the manner herein set forth, the Option will be null and void and no longer binding upon the parties hereto and the Option Payment will be retained by the Owner as consideration for the grant of the Option.

ARTICLE 3 EXERCISE OF OPTION

- 3.1 **Exercise of Option.** Subject to the following section, the Option may be exercised by the City at any time from 6:00 p.m. on the date of registration of this Agreement in the LTO and ending midnight on April 24, 2022, by the City giving written notice to the Owner in the manner set out in this Agreement for the giving of notices.
- 3.2 **Triggering Event.** The Option may only be exercised by the City in the event that the City determines on or before April 24, 2022, in its sole discretion, that the construction of the extension of Tunner Drive is not feasible over that property legally described as PID 001-397-451, Remainder Lot 2 Section 14 Comox District Plan 20152 and that construction of the extension of Tunner Drive on the Highway Area will commence within 60 days.
- 3.3 **Non-Exercise of Option.** The parties acknowledge that the City may elect not to exercise the Option for any reason.
- 3.4 **Site Profile.** The Owner will provide the City with a site profile of the Lands, as required under the *Environmental Management Act* or any successor legislation, within five business days of the date the Option is exercised by the City.
- 3.5 **Relocation of Improvements -** Upon receipt from the City of notice of intention to exercise its Option, the Grantee may relocate the existing parking infrastructure, including light standards and parking curbs, from the Highway Area to another location on the Lands, with the reasonable relocation costs to be borne by the City. These costs will not include the creation of additional parking or driveway access compromised or eliminated by the transfer/dedication of the Highway Area.

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ARTICLE 4 COMPLETION

- 4.1 **Binding Contract.** If the Option is exercised in the manner herein provided, this Agreement will become a binding contract of purchase and sale on the terms and conditions of this Agreement.
- 4.2 **Completion Date.** The sale will be completed upon the terms herein contained on the date (the “Completion Date”) chosen by the City, provided that the Completion Date must be at least 10 days after satisfaction of the condition precedent and the Completion Date must not be more than 182 days after the date on which the City exercises the Option.
- 4.3 **Purchase Price.** The purchase price (“Purchase Price”) for the Highway Area will be \$88,597.00 plus an adjustment on account of inflation, being an increase by the same percentage as the percentage increase in the “all items” Consumer Price Index for Canada (Not Seasonally Adjusted), as published by Statistics Canada, from the date of registration of this Agreement to the date closest to the date of exercise of the Option.
- 4.4 **Condition Precedent: Subdivision.** It is a condition precedent to the purchase and sale that, within 182 days after the City exercises the Option, a subdivision plan (the “Subdivision Plan”) be executed by all required signatories and approved by the Approving Officer and by any other approving authorities, to subdivide the Highway Area from the Lands.
- The Owner agrees that the City may acquire the Highway Area as a fee simple parcel or as highway, in which case the Subdivision Plan shall be a highway dedication plan under section 107 of the *Land Title Act* and in which case the Owner shall arrange for all chargeholders to execute the Subdivision Plan and in which case, since there is no title to dedicated highway, the Permitted Encumbrances shall not appear on title, but the City accepts that the works and undertakings of the Permitted Encumbrances are permitted on and within the Highway Area.
- Subdivision is a condition precedent for the benefit of both parties and this condition may not be waived.
- 4.5 **Effect of Condition.** If the above condition precedent is satisfied and the party benefiting from the condition gives notice to the other party by the date so specified, this Agreement will become an unconditional contract for the purchase and sale of the Highway Area.
- 4.6 **Subdivision Obligations.** Upon the exercise of the Option by the City, the City shall, at its own cost, apply for subdivision approval and prepare the Subdivision Plan.

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- 4.7 **Subdivision Requirements.** The Owner will execute the Subdivision Plan and cause it to be executed by all Persons required to sign it. The Owner will take all steps to facilitate the Subdivision, including the execution of registrable documents required by the Approving Officer. The Owner acknowledges that nothing in this Agreement commits the Approving Officer to approve the Subdivision Plan.
- 4.8 **Bank Agreement.** The Bank agrees that it will execute the Subdivision Plan and if the City acquires the Highway Area as a fee simple parcel, the Bank will also discharge its Mortgage FB67982 (extended by FB78088) and Assignment of Rents (FB67983 extended by FB78089) (collectively, the “Financial Charges”) from the Highway Area.
- The Bank further agrees to grant priority to any new charges required to be registered as a condition of subdivision approval. The Bank will not file a notice of objection pursuant to section 242 of the *Land Title Act*.
- 4.9 **Possession.** Upon completion of the sale and purchase of the Highway Area, the City will have vacant possession of the Highway Area free from all liens, charges and encumbrances other than the Permitted Encumbrances, or, if the Highway Area is acquired by the City as highway, free of all liens, charges and encumbrances, but subject to the works and undertakings of the Permitted Encumbrances.
- 4.10 **Adjustments.** The parties agree that there will be no adjustments as to taxes or any other matters normally adjusted between a vendor and purchaser on the sale of real property in British Columbia between them with regard to the transaction contemplated by this Agreement. However, the amount payable by the City to the Bank for Discharges of the Financial Charges (as later defined) will be credited to the City as an adjustment to the Purchase Price.
- 4.11 **Risk.** The Highway Area will be at the Owner’s risk until the acceptance of the Transfer (if applicable) and the Subdivision Plan for registration in the LTO and thereafter at the City’s risk.

ARTICLE 5 CLOSING PROCEDURE

- 5.1 **Closing Documents.** The City will cause the City’s solicitors to prepare and present to the Owner or its solicitors a GST certificate signed by the City in the form attached as Schedule “B” hereto and the following closing documents:
- (a) if the City is taking the Highway Area as a fee simple parcel, a Form A Freehold Transfer (the “Transfer”) of the Highway Area;
 - (b) the Statutory Declaration (as defined in section 6.2(f));
 - (c) if the City is taking the Highway Area as a fee simple parcel, discharges (the “Discharges”) of the Financial Charges from the Highway Area; and

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- (d) such other appropriate documents and assurances as may be requisite in the opinion of the City's solicitors for more perfectly and absolutely transferring title to the Highway Area to the City.
- 5.2 **Delivery of Documents.** Before the Completion Date, the Owner will deliver or cause its solicitors to deliver to the City's solicitors the closing documents to be executed by the Owner and the Bank, all executed and in registrable form, as applicable.
- 5.3 **Closing Procedure.** The conveyance of the Highway Area by the Owner to the City will be completed in accordance with the following procedure:
- (a) after receipt of the documents from the Owner and the Bank, the City, at its own cost, will cause the City's solicitors to apply to register the following in the LTO on the Completion Date, upon receipt of a satisfactory pre-index search of the Lands:
 - (i) the Subdivision Plan;
 - (ii) the Transfer (if applicable);
 - (iii) the Discharges (if applicable);
 - (iv) discharge of the Option from the remainder of the Lands; and
 - (v) other charges required as a condition of Subdivision;
 - (b) following the application referred to in the subsection above and upon receipt by the City's solicitors of a title search of the Highway Area showing the City as registered owner, subject only to the Permitted Encumbrances, or if the Highway Area is taken by the City as highway, upon receipt by the City's solicitors of a title search of the remainder of the Lands showing full registration of the Subdivision Plan, the City will:
 - (i) cause the City's solicitors to deliver to the Bank the sum stated in the consent and priority agreement attached hereto to be payable to the Bank for discharge of the Financial Charges from the Highway Area; and
 - (ii) cause the City's solicitors to deliver to the Owner's solicitors a trust cheque for the adjusted Purchase Price.

ARTICLE 6 OWNER'S COVENANTS AND REPRESENTATIONS AND WARRANTIES

- 6.1 **Owner's Covenants.** The Owner covenants and agrees that it will:
- (a) permit the City and the City's employees, engineers, agents, surveyors and advisors to carry out such inspections, tests, studies, surveys and other

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investigations of the Highway Area as the City may require and will provide reasonable cooperation and assistance to the City and its consultants in conducting such investigations;

- (b) cooperate with the City and its consultants in allowing the City, at the City's sole cost and expense, to conduct environmental tests or audits of the Highway Area and provide to the City or its consultants all information in its possession or control or to its knowledge relating to those areas;
- (c) maintain in force insurance covering loss or damage to the Lands and covering public liability, in both cases against such risks and to such limits as are in accordance with prudent business practice and suitable to the Lands; and
- (d) preserve the Lands intact as would a prudent owner during the term of this Agreement.

6.2 **Owner's Representations and Warranties.** The Owner represents and warrants to the City as representations and warranties that are true at the date hereof and will be true at the Completion Date that are to continue and to survive the purchase of the Highway Area, regardless of any independent investigations that the City may cause to be made, that, subject to the limitations, if any, expressed herein:

- (a) the Owner has good and marketable title to the Lands and the City will have good and marketable title to the Highway Area on the Completion Date, free and clear of all liens, claims, charges and encumbrances other than the Permitted Encumbrances;
- (b) the Owner is a body corporate duly incorporated and validly existing under the laws of British Columbia and duly qualified to own and sell the Highway Area with full power and authority and capacity to enter into this Agreement and to carry out the transactions contemplated herein;
- (c) the Owner is in good standing with the Office of the Registrar of Companies for British Columbia, has made all necessary filings required by the *Business Corporations Act* (British Columbia) and has never been struck from the register of companies maintained by the Office of the Registrar of Companies for British Columbia;
- (d) the Owner has taken all necessary corporate actions on the part of the directors and shareholders to authorize and approve the execution and delivery of this Agreement and the completion of the transactions contemplated herein;
- (e) there is no action or proceeding pending or to the Owner's knowledge threatened against the Owner before any court, arbiter, arbitration panel or administrative

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tribunal or agency which, if decided adversely to the Owner, might materially affect the Owner's ability to perform the Owner's obligations hereunder;

- (f) the Owner is not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada) and the Owner will provide the City with a statutory declaration of this before the Completion Date (the "Statutory Declaration");
 - (g) there is no action, suit, claim or litigation pending or threatened with respect to the Lands or the existing use or occupancy of them and no state of facts exists which could constitute the basis of any such action, suit, claim or litigation;
 - (h) the Owner has not failed to disclose to the City any material fact or information concerning the Lands of which the Owner is aware; and
 - (i) to the best of its knowledge, the Lands are not and will not be contaminated, there are no environmental orders made in respect of the Lands and the Lands comply and will continue to comply with all environmental laws.
- 6.3 **Owner's Indemnity.** The Owner agrees to indemnify and save harmless the City and its elected officials, officers, employees, agents and others from all losses, actions, demands, claims, expenses and harm of any kind which the City or its elected officials, officers, employees, agents or others may directly or indirectly suffer in relation to environmental contamination of or from the Highway Area caused or occurring before the Completion Date, and this indemnity will survive the transfer of the Highway Area to the City.
- 6.4 **No Encumbrances.** The Owner shall not grant or register or permit any new encumbrances of any kind on the Lands which affect or may affect the Highway Area unless the Owner has obtained the prior written consent of the City to such encumbrance, which consent may be unreasonably withheld. For clarity, the City may withhold its consent unless the chargeholder agrees to enter into an agreement with the City to sign the Subdivision Plan.

ARTICLE 7 REMEDIES

- 7.1 **Equitable Remedies.** The Owner acknowledges that a breach of its obligation to transfer the Highway Area to the City subject only to Permitted Encumbrances would result in loss to the City and that the City may not adequately be compensated for such loss by monetary award. Accordingly, in the event of any such breach, in addition to all other remedies available to the City at law or in equity, the City shall be entitled as a matter of right to apply to a Court of competent jurisdiction, for such relief by way of specific performance or other equitable remedies, as may be appropriate to ensure compliance with the provisions of this Agreement.

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ARTICLE 8 GENERAL

- 8.1 **Time.** Time will be of the essence of this Agreement and will remain of the essence notwithstanding the extension of any of the dates hereunder.
- 8.2 **Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the parties with respect to the matters herein, and there are no oral or written agreements, promises, warranties, terms, conditions, representations or collateral agreement whatsoever, express or implied, other than those contained in this Agreement.
- 8.3 **Survival of Representations and Warranties.** All representations, warranties, covenants and agreements made by the parties will survive the Completion Date and the transfer of the Highway Area to the City.
- 8.4 **Amendment.** This Agreement may be altered or amended only by an agreement in writing signed by the parties hereto.
- 8.5 **Notices.** Any notice or other writing required or permitted to be given under this Agreement or for the purposes of this Agreement to any party shall be sufficiently given if delivered by hand, or if sent by prepaid courier or if transmitted by facsimile to such party:
- (a) in the case of a notice to the City, at:

City of Courtenay
830 Cliffe Avenue
Courtenay, B.C. V9N 2J7
Attention: Manager of Corporate Administration
Facsimile No.: (250) 334-4241
 - (b) in the case of a notice to the Owner, the address of the Owner as shown on the title to the Lands or if the Owner is a corporation, to the registered address as shown on a B.C. Company Summary from the Corporate Registry,

and
 - (c) in the case of a notice to the Bank, to:

Royal Bank of Canada
1015 Ryan Road
Courtenay, B.C. V9N 3R6
Attention: Ken Snyder, Senior Account Manager
Email: ken.snyder@rbc.com

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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 same 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.

- 8.6 **Attornment.** Each of the parties attorns to the exclusive jurisdiction of the courts of the Province of British Columbia.
- 8.7 **Enurement.** This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective successors and assigns.
- 8.8 **Further Assurances.** Each of the parties hereto shall, with reasonable diligence, do all such things and provide all such reasonable assurances and assistance as may be required to consummate the transactions contemplated hereby and each such party shall provide such further documents or instruments required by any other party as may reasonably be necessary or desirable to give effect to the terms and purpose of this Agreement and carry out its provisions, before or after the Completion Date.
- 8.9 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada as applicable.
- 8.10 **No Public Law Duty.** Whenever in this Agreement the City is required or entitled by the terms hereof to exercise any discretion in the granting of consent or approval, or is entitled to make any determination, take any action or exercise any contractual right or remedy, the City may do so in accordance with the contractual provisions of this Agreement and no public law duty, whether arising from the principles of procedural fairness or the rules of natural justice or otherwise, shall have any application.
- 8.11 **Waiver.** No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provisions (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
- 8.12 **Statute References.** Any reference in this Agreement to any statute or any section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time.
- 8.13 **Headings.** The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision thereof.

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- 8.14 **Option Runs With the Lands.** The Option runs with the Lands and binds the successors in title to the Lands. For certainty, unless the context expressly requires otherwise, the term “Owner” refers to the current and each future owner of the Lands.
- 8.15 **Registration.** The Owner agrees to do everything necessary, at the Owner’s expense, to ensure that the Option is registered against title to the Lands with priority over all financial charges, liens and encumbrances registered, or the registration of which is pending, at the time of application for registration of each charge.
- 8.16 **Deed and Contract.** By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.
- 8.17 **No Compensation.** Except as set out in section 3.5, the Owner shall not be entitled to any further compensation or payment for the transfer/dedication of the Highway Area as public highway or for any injurious affection or disturbances resulting therefrom . The Owner agrees that it shall not be entitled to any further consideration in value, compensation or to make a claim for any reduction in value, if any, to the remaining portion of the Lands or other lands of the Owner resulting from the acquisition or use of the Highway Area as highway. Without limitation, the Owner shall not be entitled to and agrees not to seek compensation for business losses, loss of profit, loss of market value, relocation costs or other consequential loss by reason of the transfer/dedication of the Highway Area in this Agreement.
- 8.18 **No Effect on Laws or Powers.** This Agreement does not:
- (a) affect or restrict the City’s ability to acquire any land or interest in land by expropriation or other legal means of acquisition;
 - (b) affect or restrict the discretion, rights, duties or powers of the City under any enactment (as defined in the *Interpretation Act*) or at common law; or
 - (c) relieve the Owner from complying with any enactment or the common law.
- 8.19 **Obligations on City.** The rights given to the City by this Agreement are permissive only and nothing in this Agreement:
- (a) imposes any duty of care or other legal duty of any kind on the City to the Owner or to anyone else;
 - (b) obliges the City to enforce this Agreement, which is a policy matter within the sole discretion of the City; or
 - (c) obliges the City to perform any act, or to incur any expense for any of the purposes set out in this Agreement.
- 8.20 **Interpretation.**

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- (a) 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 so require.
- (b) The word “including” when following any general statement or term shall not be construed to limit the general statement or term to the specific items set forth following the general statement or term (or to similar terms) whether or not non-limiting language (such as “without limitation”) is used, but rather shall be construed to permit the general statement or term to refer to all other items that could reasonably fall within its broadest possible scope.

As evidence of their agreement to be bound by the terms of this instrument, the parties each have executed and delivered this Agreement under seal by executing Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement.

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CONSENT AND PRIORITY AGREEMENT

WHEREAS the ROYAL BANK OF CANADA (the “Bank”) is the holder of a Mortgage and Assignment of Rents against the Lands, which mortgage and assignment of rents are registered in the Victoria Land Title Office under numbers FB67982 (extended by FB78088) and FB67983 (extended by FB78089), respectively (collectively, the “Bank Charge”).

This Consent and Priority Agreement is evidence that in consideration of payment to it of Two Dollars (\$2.00) by the City, the receipt and sufficiency of which is acknowledged by the Bank, the Bank and the City covenant and agree as follows:

1. The Bank hereby consents to the granting and registration of the Option to Purchase attached hereto (the “City Charge”) and the Bank hereby agrees that the City Charge shall be binding upon its interest in and to the Lands.
2. The Bank hereby grants to the transferee described in item 6 of the *Land Title Act* Form C attached hereto priority for the City Charge over the Bank’s right, title and interest in and to the Lands, and the Bank does hereby postpone the Bank Charge and all of its right, title and interest thereunder to the City Charge as if the City Charge had been executed, delivered and registered prior to the execution, delivery and registration of the Bank Charge.
3. The Bank will not file a notice of objection pursuant to section 242 of the *Land Title Act*;
4. The Bank requires the sum of \$0 to discharge the Bank Charge from the Highway Area.
5. The Bank will execute the Subdivision Plan and, if the City acquires the Highway Area as a fee simple parcel, the Bank will deliver a registrable discharge of the Bank Charge from the Highway Area in accordance with the terms of this Agreement.

IN WITNESS WHEREOF, the Bank has executed and delivered this Consent and Priority Agreement by executing the *Land Title Act* Form D above which is attached hereto and forms part of this Agreement.

REGISTERED VIFB414633 RCVD:2011-05-18 RQST:2012-06-01-08.30.39.941

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SCHEDULE B

Goods and Services Tax Declaration

To: PT COURTENAY ENTERPRISES LTD. (the "Vendor")

RE: An agreement between the Corporation of the City of Courtenay (the "Purchaser") and the Vendor dated for reference _____, 2011 and being an Option to Purchase (the "Agreement")

The City hereby certifies that:

1. The City is registered under Subdivision d of Division V of Part IX of the *Excise Tax Act* ("ETA") for the collection and remittance of the goods and services tax ("GST") and its registration number is _____.
2. The City will remit directly to the Receiver General of Canada the GST payable, and file the prescribed Form GST 60 pursuant to subsection 228(4) of the ETA in connection with the sale and conveyance of the Property.
3. The Property transferred pursuant to the Agreement:
 - (a) is being purchased by the City as principal for its own account and is not being purchased by the City as an agent, trustee, or otherwise on behalf of or for another person; and
 - (b) does not constitute a supply of a residential complex made to an individual for the purposes of paragraph 221(2)(b) of the ETA.

Dated at _____ this ____ day of _____, 201__.

CORPORATION OF THE CITY OF
COURTENAY by its authorized signatory:

Authorized Signatory

END OF DOCUMENT



THE CORPORATION OF THE CITY OF COURTENAY

STAFF REPORT TO COMMITTEE OF THE WHOLE

To: Council

File No.: 1970-02

From: Interim Chief Administrative Officer

Date: October 26, 2020

Subject: COVID 19 - 2020 Financial Impact Update and 2021 Grant in Aid Considerations

PURPOSE:

The purpose of this report is to provide Council with an update on the estimated financial implications of COVID-19 on the City of Courtenay's budget, tax collection, and 2021 Grant in Aid process.

POLICY ANALYSIS:

The City's Grant-in-Aid Policy #1850.00.04 was reviewed and updated in November 2019 and complies with Section (25) 1 of the *Community Charter*.

EXECUTIVE SUMMARY:

The COVID-19 pandemic continues to impact the City's financial situation and staff continue to carefully monitor the City's financial position as plans are made to gradually and safely re-open limited services. Changes to the legislation that governs local government finance were issued by the Province through Ministerial Order No. M159 and staff have informed Council of these changes and impacts to the City through previous updates. This report will focus on providing Council with a further update on the potential impacts to the 2020 Fiscal year, an update on the 2020 tax collection status, and look for guidance from Council on the 2021 Grant-in-Aid process.

CAO RECOMMENDATIONS:

That based on the October 26th, 2020 staff report "COVID 19 – 2020 Financial Impact Update and 2021 Grant in Aid Considerations" that Council direct staff to cancel the 2021 Grant-in-Aid intake as a result of ongoing lost revenue in the gaming fund due to the COVID-19 pandemic.

Respectfully submitted,

Trevor Kushner, BA, DLGM, CLGA, PCAMP
Interim Chief Administrative Officer

BACKGROUND:

Council has been presented with two formal financial updates which provided preliminary high level scenarios and estimates of the potential financial impacts faced by the City of Courtenay due to the global Coronavirus (COVID-19) outbreak. Those updates also informed Council about several changes to the legislation that governs local government finance which were issued by the Province through Ministerial Order.

In addition, after careful consideration on April 27, 2020 Council made the difficult decision not to release Grant-in-Aid payments in 2020. The local Casino has been closed since March 2020 as a result of the COVID-19 pandemic and revenue streams from gaming have ceased which normally fund this program.

Dr. Bonnie Henry has been very clear in that Casinos will not re-open until Phase 4 and with the recent surge of COVID-19 cases, it is unlikely that Phase 4 will occur any time soon and more likely late in 2021 or when a vaccine is available for public consumption.

DISCUSSION:

Impact on 2020 Budget:

As a result of the COVID-19 outbreak, the City continues to experience negative financial impacts in 2020 and potentially beyond. Other sources of revenue that the City relies on besides taxation have been impacted, such as recreation revenue, gaming funds, and interest earnings. In addition there will be some savings related to program and event cancellations, staff vacancies, and conference and travel cancellations. There are also increased costs related to modifying facilities, providing additional sanitation, signage, etc. to comply with health and safety requirements that are up to the Municipality to cover. The full net impact is difficult to estimate given there may be a second wave of the virus in the fall/winter and it's still unclear of how that could affect our finances at this time.

The following financial impact estimate in Table 1 below, is based on the full closures experienced for approximately 3.5 months (mid-March to July) with gradual re-opening and limited program offering through the summer and more services being offered in the fall and winter, however at lower capacity than normal due to physical distancing measures. Departments have reviewed their budgets and services in detail and have provided Finance with updated forecasts for the year which have now been incorporated into these figures.

Table 1: Estimated COVID-19 Pandemic 2020 Budget Impact – As at September 30, 2020

	2020 Annual Forecast as at September 30, 2020
Impact on Revenues	
Investment Revenue	(260,000)
Development Services Revenues	415,000
Solid Waste Revenues	(69,200)
Police Services Revenues	(60,300)
Recreation Programs Revenues	(992,900)
Recreation Facilities Revenues	(363,300)
Rental Revenues	(50,000)
Parks Revenue	(10,500)
EMBC COVID-19 Approved Claims	91,000
Parking Revenues	(7,400)
Total Reduction in Revenues	\$ (1,307,600)
Impact on Expenses	
Recreation Programs Expenses	(897,200)
Recreation Facilities Expenses	(457,600)
COVID-19 Response/Reopen Expenses	239,400
Other Non-recoverable Expenses	100,000
Training / Conference & Travel	(292,200)
Total Reduction in Expenses	\$ (1,307,600)
Net impact - General Operating (shortfall)	-
Gaming Revenue - Impact to 2021 Fin Plan	750,000

Since the pandemic began staff have made every effort to maintain operations within the current operating budget while experiencing unknown revenue losses as the situation continues. Previous updates to Council estimated about a \$1 Million net shortfall in the general operating fund, however at this point in time we are now estimating zero shortfall in the general operating fund in 2020. This is largely the result of increased Development Services revenue and updated revenue and expense estimates provided by Recreation Services. Although there are significant revenue losses in 2020 we anticipate being able to manage them this year within the City’s 2020 operating budget. However, this could change and losses may be experienced depending on the direction of the Provincial Health Services Authority, participation levels in Recreation Services, and other unexpected events such as a large snowfall before the end of the year.

As outlined in the previous updates to Council, the City did not need to utilize all of the budgeted prior year surplus in 2019, therefore carried forward an additional \$1 million dollars available to assist with offsetting some of the losses in general operating experienced in 2020 due to COVID-19 if needed. Staff will continue to monitor the impacts and will report back to Council with any updates on the 2020 financial situation or budget amendments if required before year end.

Staff continue to estimate that the City will lose up to approximately \$750,000 in Gaming Revenue in 2020, which will affect 2021 spending.

It should be noted that these are still estimates and staff will continue to monitor essential service levels and prioritize projects in 2020 as the situation continues.

Safe Restart Funding for Local Governments:

The Canada-B.C. Safe restart fund for local governments was announced in September 2020, stating that \$425 million in federal and provincial funding would be provided to local governments for facility reopening and operating costs, emergency response costs, lost revenues and other COVID-related impacts. Initial communications from the Province indicate that communities will not need to apply for these funds and it will be based on a per-capita formula. That being said, there has been no formal communication through Provincial circular to the City as of yet, so staff are not incorporating any new revenue into these estimates at this stage. Funding such as this would be greatly appreciated and help to offset some of the revenue losses experienced in 2020 and support operations through 2021.

Staff will continue to monitor the Provincial notifications and stay abreast of any grant opportunities available to the City.

2020 Tax Collection Update:

The City's total tax collection status as of the July 2nd deadline was 87.8%. (91.5% Residential, 75.3% Commercial). The Province extended the penalty for commercial properties to October 1st this year only and we continued to receive many commercial payments up until September 30th. The updated tax collection status as of September 30th is now 97.38% (97.05% residential, 98.48% Commercial). This leaves approximately \$1,556,362 of current taxes still outstanding. Staff will continue to pursue collection and send out overdue notices and anticipate further collections before December 31st after which interest will begin to accrue. The City's collection status in 2019 at this time was 97.39%.

2021 Budget Preparation Considerations:

Staff are now working on developing the 2021-2025 Financial Plan for consideration in the coming months. This year, the planning process and work to determine the funding and levels of taxation required to deliver services will need to adapt due to the various challenges introduced by the pandemic. Services and associated revenue streams are likely to remain impacted depending on the direction from the Provincial Health Services Authority.

The current adopted 2020-2024 Financial Plan identified a 3.2% general taxation increase in 2021, as well as a 0.54% increase to the debt levy and 0.75% increase for the infrastructure levy. This amounts to a 4.48% increase to total taxation revenue in 2021. This financial plan was prepared pre-pandemic and some of the impacts reflected in this percentage increase include the following:

- Council Approved Commitment to Comox Valley Art Gallery & Comox Valley Arts Council – 0.50%
- Policing – general contract increases (approved in principle) – 0.70%
- Estimated Contractual Wage, Utility, and Insurance Increases – 2.00%

- 5th Street Bridge Debt Levy (Partial Year Interest) – 0.22%

The current economic condition will affect the upcoming financial year and may impact future years within the 2021-2025 Financial Plan. In addition the current agreement with CUPE local 556 expires at the end of 2020. Bargaining will begin in the coming months and the outcome of the negotiated wages for 2021 and beyond will impact this financial plan.

Following are some of the additional possible future impacts from the COVID-19 pandemic that staff will need to consider when developing the 2021-2025 Financial Plan:

- Recreation and Gaming revenues will be less due to continued closures or social distancing requirements.
- Funding for Policing and Infrastructure historically sourced from gaming revenues may shift to general taxation.
- Interest income may continue to remain low with reduced interest rates.
- Additional operating costs will be incurred to maintain publicly accessible areas and facilities to a higher cleaning and distancing standard.
- Additional costs to support the community during the pandemic and provide bylaw enforcement
- Possible costs to assist with implementation of Economic Recovery Task Force recommendations

Through the budget development process staff will continue to identify opportunities for savings and efficiencies and will adjust the financial plan to capture the known budget impacts as we finalize the 2020 year end. In addition, projects will continue to be prioritized to align with the delivery of core services, assessed risk levels, Councils expectations, and staff capacity. This will provide a clear starting position to present to Council for review and deliberation in the early new-year.

2021 Grant in Aid Process:

The City's Grant-in-Aid program is funded by gaming revenue received in the prior year and as per policy 1850.00.04 (Attachment #2) the deadline for organizations to submit applications for the upcoming year is January 31st. Generally staff would begin the process of advertising and accepting applications in late November to provide enough time for organizations to prepare and submit their applications before January 31st.

The local casino in Courtenay has been temporarily closed due to the COVID-19 pandemic since March 2020 and gaming revenue has ceased since then. The City has only collected about 25% of the anticipated revenues this year, resulting in an estimated loss of approximately \$750,000 in the gaming fund in 2020 which will impact 2021 funds available for spending. There may also be further losses in 2021 depending on reopening plans and public behaviour.

On April 27, 2020 Council made the difficult decision to not remit Grant-in-Aid payments in 2020 due to the unknown financial impacts on the gaming fund and it is recommended not to remit them in 2021 as well. Staff recommend that Council direct staff to not proceed with the annual Grant-in-Aid process for 2021.

Gaming funds are also used to fund public safety services, arts and culture facilities annual grants, contributions to the infrastructure reserve and other various grants.

ADMINISTRATIVE IMPLICATIONS:

Staff continue to monitor the financial impacts of COVID-19 and stay abreast of any changing municipal financial legislation. If Council chooses to not proceed with the 2021 Grant-in-Aid process, staff will update the City’s website and notify regular applicants. Staff will report back to Council as necessary with any new information affecting the City’s financial situation and continue to work on budget preparations for Council consideration in the new year.

ASSET MANAGEMENT IMPLICATIONS:

Not Applicable

STRATEGIC PRIORITIES REFERENCE:

We focus on organizational and governance excellence

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

● **AREA OF CONTROL:** The policy, works and programming matters that fall within Council's jurisdictional authority to act

▲ **AREA OF INFLUENCE:** Matters that fall within shared or agreed jurisdiction between Council and another government or party

■ **AREA OF CONCERN:** Matters of interest that are outside Council's jurisdictional authority to act

OFFICIAL COMMUNITY PLAN REFERENCE:

N/A

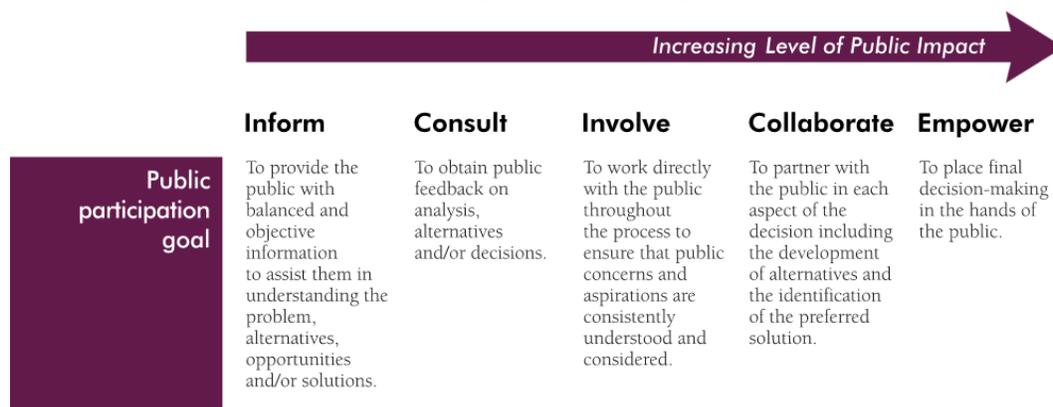
REGIONAL GROWTH STRATEGY REFERENCE:

N/A

CITIZEN/PUBLIC ENGAGEMENT:

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

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



OPTIONS:

- OPTION 1: That Council direct staff to cancel the 2021 Grant-in-Aid intake as a result of ongoing lost revenue in the gaming fund due to the COVID-19 pandemic. **[RECOMMENDED]**
- OPTION 2: That Council direct staff to proceed with the 2021 Grant-in-Aid process.
- OPTION 3: That Council delay this decision and request further information from staff at a future Council meeting.

Prepared by:



Jennifer Nelson, CPA, CGA
Director of Financial Services

Concurrence by:



Trevor Kushner, BA, DLGM, CLGA, PCAMP
Interim Chief Administrative Officer

- Attachments: #1 July 20, 2020 COVID-19 – 2020 Financial Update and Tax Sale Considerations report
- #2 Grant-in-Aid Policy #1850.00.04



THE CORPORATION OF THE CITY OF COURTENAY

STAFF REPORT

To: Council**File No.:** 1970-02**From:** Chief Administrative Officer**Date:** July 20, 2020**Subject:** COVID 19 - 2020 Financial Impact Update and Tax Sale Considerations

PURPOSE:

The purpose of this report is to provide Council with an update on the estimated financial implications of COVID-19 on the City of Courtenay's 2020 budget, tax collection, and statutory tax sale process.

POLICY ANALYSIS:

The tax sale process is governed by Section 254 of the *Community Charter* and Part 16 Division 7 of the *Local Government Act*.

EXECUTIVE SUMMARY:

The COVID-19 pandemic continues to impact the City's financial situation and staff continue to carefully monitor the City's financial position as plans are made to gradually and safely re-open limited services. Changes to the legislation that governs local government finance have now been formally released by the Province through Ministerial Order No. M159. Council has been made aware of these changes and impacts to the City through previous updates and this report will focus on the outstanding decision to delay the 2020 Tax Sale. In addition this report will provide Council with an update on the 2020 tax collection season and estimates of the potential impact to the 2020 Fiscal year.

CAO RECOMMENDATIONS:

That based on the July 20, 2020 Staff Report "COVID 19 – 2020 Financial Impact Update and Tax Sale Considerations", Council approve delaying the 2020 Tax; and

That Council proceed to three readings and final adoption of the 2020 Annual Tax Sale Deferral Bylaw No. 3013, 2020.

Respectfully submitted,

David Allen, BES, CLGEM, SCLGM
Chief Administrative Officer

BACKGROUND:

Council was presented with the confidential staff report, "COVID 19 – 2020 Preliminary Financial Impact and Tax Cycle Considerations" on May 11, 2020. This provided Council with preliminary high level scenarios

and estimates of the potential financial impacts faced by the City of Courtenay due to the global Coronavirus (COVID-19) outbreak. In addition, Council was presented with several changes to the legislation that governs local government finance announced by the Province in a circular format. Staff provided Council with detailed information and impacts specific to Courtenay, which Council carefully considered and passed the following resolution:

"That based on the May 11th, 2020 Staff Report "COVID 19 - 2020 Preliminary Financial Impact and Tax Cycle Considerations", Council not approve an Alternative Tax Collection Scheme bylaw in 2020 and default to the regular July 2nd due date with the 10% penalty for Class 1, 2, and 9 properties on July 3rd; and

That Council direct staff to draft an operating reserve fund bylaw to address current year cash flow short falls as a precaution; and

That Council direct staff to update the current Revenue Anticipation bylaw in place to allow for up to \$10 Million dollars to be borrowed to meet current year lawful expenditures as a precaution; and

That Council rise and report on this resolution as deemed appropriate by staff."

Staff are currently working on drafting the operating reserve fund bylaw and have completed all other requests in the above resolution.

DISCUSSION:

Impact on 2020 Budget:

As a result of the COVID-19 outbreak, the City is experiencing negative financial impacts in 2020 and potentially beyond. Other sources of revenue that the City relies on besides taxation have been impacted, such as recreation revenue, gaming funds, and interest earnings. In addition there will be some savings related to program and event cancellations, staff vacancies, and conference and travel cancellations. The full net impact is difficult to estimate given there may be a second wave of the virus in the fall and it's unclear of how that could affect our finances.

The following financial impact estimate in Table 1 below, is based on the full facility closures experienced for approximately 3.5 months (mid-March to July) with gradual re-opening and limited program offering through the summer and more services being offered in the fall, however at lower capacity than normal due to physical distancing measures. Finance has been advised that Emergency Management BC will not be covering any restart costs related to opening up and offering services. Therefore all costs to modify facilities, provide additional sanitation, signage, etc. to comply with health and safety requirements are up to the Municipality to cover. All departments have been informed that these costs must come out of their regular operating budgets and there will be no additional funding for these expenses.

Staff are cautiously estimating that the City could experience a loss of up to approximately \$700,000 in Gaming Revenue in 2020. The Gaming fund will be revisited later in the year through the 2021 budget process for future year spending.

Table 1: Estimated COVID-19 Pandemic 2020 Budget Impact – As at June 30, 2020

	2020 Annual Forecast as at June 30, 2020
Impact on Revenues	
Investment and Penalty Revenue	(289,400)
Development Services Revenues	63,700
Solid Waste Revenues	(234,400)
Parking Revenues	(5,200)
Police Services Revenues	(59,800)
Recreation Programs Revenues	(892,200)
Recreation Facilities Revenues	(377,900)
Parks Revenue	(10,300)
Other Revenues	8,400
Total Reduction in Revenues	(1,797,100)
Impact on Expenses	
Recreation Programs Expenses	(463,000)
Recreation Facilities Expenses	(46,200)
Training / Conference & Travel	(274,500)
Total Reduction in Expenses	(783,700)
Net impact - General Operating (shortfall)	(1,013,400)
Gaming Revenue - Impact to 2021 Fin Plan	(700,000)

As outlined in the previous update to Council on May 11, 2020, the City did not need to utilize all of the budgeted prior year surplus in 2019, therefore carried forward an additional \$1 million dollars available to assist with offsetting some of the losses experienced in 2020 due to COVID-19. The City also has approximately \$100,000 in a risk reserve that could be used if required. Staff will continue to monitor the impacts and will report back to Council regularly with updates on the financial situation and any budget amendments required for year end.

It should be noted that these are still preliminary estimates and staff will continue to review essential service levels and prioritize capital and operating projects in 2020 as the situation evolves.

2020 Tax Collection Update:

The doors to City Hall remained closed this tax season due to the COVID-19 pandemic and all tax collection was done through online options, mail, and the drop box. Communications were enhanced through newspaper, radio, social media, and our website to support this. Effective June 15th city staff were able to start offering a safe in person payment option by appointment only. We received 31 requests for appointments. Overall we experienced a large increase to our backend workload providing support over

the phone, email, and data entry, but the general consensus from Finance staff is that it went smoothly and it was a great opportunity to promote remote methods which we are hoping will continue into the future. This year we experienced a 70% increase in the number of electronic home owner grants claimed versus 2019. There was some negative feedback from the public around completing deferrals online. However, this is a Provincial program that was moved to an online platform this year and the City has no control or involvement with it. Staff did their best to support these clients but were instructed to redirect their concerns to the Province.

The City's total collection status as of the July 2nd deadline was 87.8%. (91.5% Residential, 75.3% Commercial). Although 12.2% or \$7,256,597 remains outstanding, the majority is made up of commercial properties. The Province extended the penalty for these properties to October 1 this year only therefore we are expecting this outstanding amount to decrease as we approach September 30th. Our collection status in 2019 at the same time was 92%.

Staff do not anticipate having to borrow funds to meet the City's 2020 obligations at this time.

2020 Tax Sale Considerations

The Province has now formally released Local Government Finance (COVID-19) Ministerial Order M159 (Attachment #1) and provided additional context to Municipalities for implementation. The final outstanding item for Council to consider is delaying the 2020 Tax Sale by one year. The annual tax sale auction is normally held in Council Chambers on the last Monday in September each year. The collector must offer for sale by public auction each parcel of real property on which taxes are delinquent (2 years behind). There is a formal statutory process leading up to this auction which includes notifying property owners and statutory advertising. As at July 10, 2020 there are 25 properties on the delinquent list. Section 15 of Ministerial Order M159 allows Municipalities to delay the Tax Sale by one year by adopting a bylaw before August 31, 2020. Council must then send notice to each property owner with delinquent taxes within two weeks of the bylaw adoption. If left unpaid, the delinquent balance including accrued interest will remain as delinquent until the next tax sale is held on September 27, 2021. Staff will continue to make best efforts to collect delinquent taxes with regular reminders. There is no requirement for public notice.

Staff are recommending that Council delay the 2020 Tax Sale for the following reasons:

- Limited access to City Hall Council Chambers during COVID-19 pandemic.
- Auction draws several members of the public into close quarters. Social distancing would be difficult to adhere to.
- The Province extended the penalty for commercial properties to October 1, therefore staff will be busy with a second mini tax season and penalty run concurrently with the tax sale process.
- May reduce stress for those already experiencing financial hardship.

A draft bylaw has been prepared if Council chooses to proceed. (Attachment #2) Three readings and final adoption is recommended, as per Ministerial Order No. M192 approved by the Minister of Public Safety and Solicitor General under the authority of the Emergency Program Act, R.S.B.C. 1996, c. 111, s. 10 (COVID-19).

ADMINISTRATIVE IMPLICATIONS:

Staff continue to monitor the financial impacts of COVID-19 and stay abreast of any changing municipal financial legislation. Once the bylaw to delay the tax sale is adopted, staff will prepare notifications to the appropriate property owners within the two week requirement. Staff will report back to Council as necessary with any new information affecting the City’s financial situation.

ASSET MANAGEMENT IMPLICATIONS:

Not Applicable

STRATEGIC PRIORITIES REFERENCE:

We focus on organizational and governance excellence

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

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

OFFICIAL COMMUNITY PLAN REFERENCE:

N/A

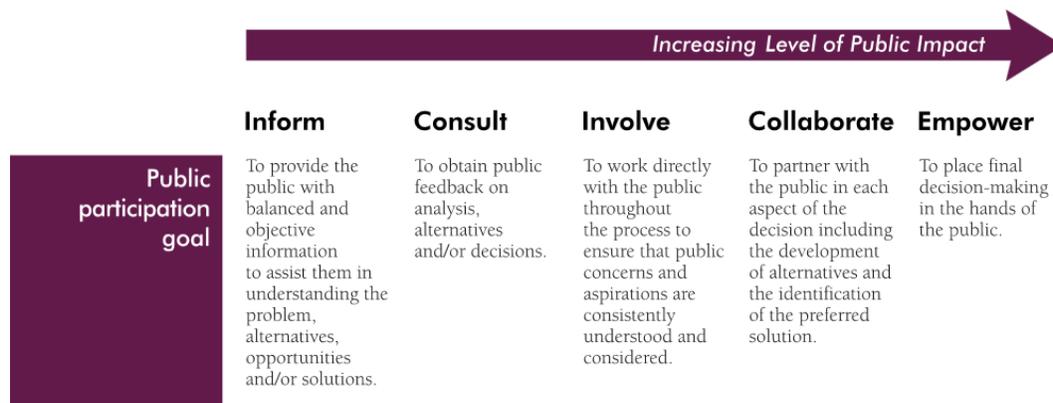
REGIONAL GROWTH STRATEGY REFERENCE:

N/A

CITIZEN/PUBLIC ENGAGEMENT:

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

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



OPTIONS:

- OPTION 1: That Council approve delaying the 2020 Tax Sale; and
That Council proceed to three readings and final adoption of the 2020 Annual Tax Sale Deferral Bylaw No. 3013, 2020. **[RECOMMENDED]**
- OPTION 2: That Council not approved delaying the 2020 Tax Sale and direct staff to proceed with the normal statutory process.
- OPTION 3: That Council delay this decision and request further information from staff at a future Council meeting.

Prepared by:



Jennifer Nelson, CPA, CGA
Director of Financial Services

Concurrence by:



David Allen, BES, CLGEM, SCLGM
Chief Administrative Officer

- Attachments: #1 Local Government Finance (COVID-19) Ministerial Order No. M159
#2 Draft 2020 Annual Tax Sale Deferral Bylaw No. 3013, 2020

PROVINCE OF BRITISH COLUMBIA

ORDER OF THE MINISTER OF PUBLIC SAFETY AND
SOLICITOR GENERAL*Emergency Program Act*

Ministerial Order No. M159

WHEREAS a declaration of a state of emergency throughout the whole of the Province of British Columbia was declared on March 18, 2020 because of the COVID-19 pandemic;

AND WHEREAS it is in the public interest to ensure that certain financial measures be authorized so that local governments have operating funds during the emergency and the impacts of the emergency are lessened by varying, extending or deferring requirements;

AND WHEREAS section 10 (1) of the *Emergency Program Act* provides that I may do all acts and implement all procedures that I consider necessary to prevent, respond to or alleviate the effects of any emergency or disaster;

I, Mike Farnworth, Minister of Public Safety and Solicitor General, order that the attached Local Government Finance (COVID-19) Order is made.

May 15, 2020

Date



Minister of Public Safety and Solicitor General

(This part is for administrative purposes only and is not part of the Order.)

Authority under which Order is made:

Act and section: *Emergency Program Act*, R.S.B.C. 1996, c. 111, s. 10

Other: MO 73/2020; OIC 241/2020

LOCAL GOVERNMENT FINANCE (COVID-19) ORDER

Division 1 – General

Definitions

- 1 In this order:
 - “**board**” has the same meaning as in the Schedule of the *Local Government Act*;
 - “**City of Vancouver**” has the same meaning as “city” in section 2 of the *Vancouver Charter*;
 - “**council**” has the same meaning as in the Schedule of the *Community Charter*;
 - “**Greater Vancouver Sewerage and Drainage District**” has the same meaning as “Corporation” in section 2 of the *Greater Vancouver Sewerage and Drainage District Act*;
 - “**Greater Vancouver Sewerage and Drainage District Administration Board**” has the same meaning as “Board” in section 2 of the *Greater Vancouver Sewerage and Drainage District Act*;
 - “**Greater Vancouver Water District**” has the same meaning as “Corporation” in section 2 of the *Greater Vancouver Water District Act*;
 - “**Greater Vancouver Water District Administration Board**” has the same meaning as “Board” in section 2 of the *Greater Vancouver Water District Act*;
 - “**improvement district**” has the same meaning as in the Schedule of the *Local Government Act*;
 - “**Municipal Finance Authority**” means the Municipal Finance Authority of British Columbia continued under section 2 [*authority continued*] of the *Municipal Finance Authority Act*;
 - “**municipality**” has the same meaning as in the Schedule of the *Community Charter*;
 - “**regional district**” has the same meaning as in the Schedule of the *Local Government Act*;
 - “**Vancouver council**” has the same meaning as “Council” in section 2 of the *Vancouver Charter*.

Application

- 2 This order applies during the period that starts on the date this order is made and ends on the date on which the last extension of the declaration of a state of emergency made March 18, 2020 under section 9 (1) [*declaration of state of emergency*] of the *Emergency Program Act* expires or is cancelled.

Division 2 – Reserve Fund Borrowing

Reserve fund borrowing – municipalities

- 3 (1) A municipality may, during the 2020 calendar year, borrow from a reserve fund established under section 188 [*establishment of reserve funds*] of the *Community Charter*.

- (2) The money borrowed under subsection (1) of this section
 - (a) may be used for any operational shortfall in the 2020 calendar year, at the discretion of the council of the municipality,
 - (b) must be repaid to the fund from which it was borrowed on or before December 31, 2025, and
 - (c) need not be repaid with interest.
- (3) Any outstanding money that remains unpaid on December 31, 2025 must be added to the 2026 financial plan, budget or estimates, as applicable, of the municipality as a cash transfer to reserves, plus a penalty equal to 5% of the debt outstanding as at December 31, 2025.
- (4) This section applies despite section 189 [*use of money in reserve funds*] of the *Community Charter*.

Reserve fund borrowing – regional districts

- 4 (1) A regional district may, during the 2020 calendar year, borrow from a reserve fund established under section 377 [*financial management: application of Community Charter*] of the *Local Government Act*.
- (2) The money borrowed under subsection (1) of this section
 - (a) may be used for any operational shortfall in the 2020 calendar year, at the discretion of the board of the regional district,
 - (b) must be repaid to the fund from which it was borrowed on or before December 31, 2025, and
 - (c) need not be repaid with interest.
- (3) Any outstanding money that remains unpaid on December 31, 2025 must be added to the 2026 financial plan, budget or estimates, as applicable, of the regional district as a cash transfer to reserves, plus a penalty equal to 5% of the debt outstanding as at December 31, 2025.
- (4) This section applies despite section 377 of the *Local Government Act*.

Reserve fund borrowing – improvement districts

- 5 (1) An improvement district may, during the 2020 calendar year, borrow from a reserve fund established under section 706 [*renewal of works and related reserve funds*] of the *Local Government Act*.
- (2) The money borrowed under subsection (1) of this section
 - (a) may be used for any operational shortfall in the 2020 calendar year, at the discretion of the improvement district board,
 - (b) must be repaid to the fund from which it was borrowed on or before December 31, 2025, and
 - (c) need not be repaid with interest.
- (3) Any outstanding money that remains unpaid on December 31, 2025 must be added to the 2026 financial plan, budget or estimates, as applicable, of the improvement district as a cash transfer to reserves, plus a penalty equal to 5% of the debt outstanding as at December 31, 2025.
- (4) This section applies despite section 706 of the *Local Government Act*.

Reserve fund borrowing – City of Vancouver

- 6
- (1) The City of Vancouver may, during the 2020 calendar year, borrow from a reserve fund established under the following sections of the *Vancouver Charter*:
 - (a) section 193D (5) (d) and (8) [*single room accommodation permits*];
 - (b) section 201A [*property acquisition fund*];
 - (c) section 306 (7) to (9) [*reserve fund for off-street parking and other transportation infrastructure*];
 - (d) section 523D (16) to (17.1) [*development cost levies*].
 - (2) The money borrowed under subsection (1) of this section
 - (a) may be used for any operational shortfall in the 2020 calendar year, at the discretion of the Vancouver council,
 - (b) must be repaid to the fund from which it was borrowed on or before December 31, 2025, and
 - (c) need not be repaid with interest.
 - (3) Any outstanding money that remains unpaid on December 31, 2025 must be added to the 2026 financial plan, budget or estimates, as applicable, of the City of Vancouver as a cash transfer to reserves, plus a penalty equal to 5% of the debt outstanding as at December 31, 2025.
 - (4) This section applies despite the following provisions of the *Vancouver Charter*:
 - (a) section 193D (5) (d) and (8);
 - (b) section 201A;
 - (c) section 306 (7) to (9);
 - (d) section 523D (16) to (17.1).

Reserve fund borrowing – Greater Vancouver Sewerage and Drainage District

- 7
- (1) The Greater Vancouver Sewage and Drainage District may, during the 2020 calendar year, borrow from a reserve fund established under section 34.1 [*reserve and special reserve funds*] of the *Greater Vancouver Sewage and Drainage District Act*.
 - (2) The money borrowed under subsection (1) of this section
 - (a) may be used for any operational shortfall in the 2020 calendar year, at the discretion of the Greater Vancouver Sewage and Drainage District board,
 - (b) must be repaid to the fund from which it was borrowed on or before December 31, 2025, and
 - (c) need not be repaid with interest.
 - (3) Any outstanding money that remains unpaid on December 31, 2025 must be added to the 2026 financial plan, budget or estimates, as applicable, of the Greater Vancouver Sewage and Drainage District as a cash transfer to reserves, plus a penalty equal to 5% of the debt outstanding as at December 31, 2025.
 - (4) This section applies despite section 34.1 of the *Greater Vancouver Sewage and Drainage District Act*.

**Reserve fund borrowing –
Greater Vancouver Water District**

- 8** (1) The Greater Vancouver Water District may, during the 2020 calendar year, borrow from a reserve fund established under section 57.1 [*reserve funds*] of the *Greater Vancouver Water District Act*.
- (2) The money borrowed under subsection (1) of this section
- (a) may be used for any operational shortfall in the 2020 calendar year, at the discretion of the Greater Vancouver Water District board,
 - (b) must be repaid to the fund from which it was borrowed on or before December 31, 2025, and
 - (c) need not be repaid with interest.
- (3) Any outstanding money that remains unpaid on December 31, 2025 must be added to the 2026 financial plan, budget or estimates, as applicable, of the Greater Vancouver Water District as a cash transfer to reserves, plus a penalty equal to 5% of the debt outstanding as at December 31, 2025.
- (4) This section applies despite section 57.1 of the *Greater Vancouver Water District Act*.

Division 3 – Revenue Anticipation Borrowing

Municipal Finance Authority

- 9** The Municipal Finance Authority may enter into agreements with the following institutions to provide financing for the following purposes, as applicable to the institution, in accordance with section 11 [*interim financing*] of the *Municipal Finance Authority Act* and in the same manner as if each of the following institutions was a public institution under that Act:
- (a) in respect of the City of Vancouver, borrowing under section 263 [*borrowing pending collection of real-property taxes*] of the *Vancouver Charter*;
 - (b) in respect of the Greater Vancouver Sewerage and Drainage District, borrowing under section 35 [*borrowing in anticipation of revenue*] of the *Greater Vancouver Sewerage and Drainage District Act*;
 - (c) in respect of the Greater Vancouver Water District, borrowing under section 58 [*borrowing in anticipation of revenue*] of the *Greater Vancouver Water District Act*.

Extension of borrowing – municipalities

- 10** (1) For debt incurred as borrowing in anticipation of revenue in 2020 in accordance with section 177 [*revenue anticipation borrowing*] of the *Community Charter* in respect of a municipality, the money must be repaid on or before the earlier of the following dates:
- (a) the date when the anticipated revenue with respect to which the borrowing was authorized is received;
 - (b) December 31, 2021.
- (2) The amount of any outstanding debt from 2020 that remains unpaid in 2021 under subsection (1) does not limit, and need not be included in the calculation of, the

maximum allowable amount of borrowing in anticipation of revenue in 2021 in respect of the municipality.

- (3) This section applies despite section 177 of the *Community Charter*.

Extension of borrowing – regional districts

- 11** (1) For debt incurred as borrowing in anticipation of revenue in 2020 in accordance with section 404 [*revenue anticipation borrowing*] of the *Local Government Act* in respect of a regional district, the money must be repaid on or before the earlier of the following dates:
- (a) the date when the anticipated revenue with respect to which the borrowing was authorized is received;
 - (b) December 31, 2021.
- (2) The amount of any outstanding debt from 2020 that remains unpaid in 2021 under subsection (1) does not limit the maximum allowable amount of borrowing in anticipation of revenue in 2021 in respect of the regional district.
- (3) This section applies despite section 404 of the *Local Government Act*.

Extension of borrowing – City of Vancouver

- 12** (1) For debt incurred as borrowing in anticipation of revenue in 2020 in accordance with section 263 [*borrowing pending collection of real-property taxes*] of the *Vancouver Charter*, the money must be repaid on or before the earlier of the following dates:
- (a) the date when the anticipated revenue with respect to which the borrowing was authorized is received;
 - (b) December 31, 2021.
- (2) The amount of any outstanding debt from 2020 that remains unpaid in 2021 under subsection (1) does not limit, and need not be included in the calculation of, the maximum allowable amount of borrowing in anticipation of revenue in 2021.
- (3) This section applies despite section 263 of the *Vancouver Charter*.

**Extension of borrowing –
Greater Vancouver Sewerage and Drainage District**

- 13** (1) For debt incurred as borrowing in anticipation of revenue in 2020 in accordance with section 35 [*borrowing in anticipation of revenue*] of the *Greater Vancouver Sewerage and Drainage District Act*, the money must be repaid on or before the earlier of the following dates:
- (a) the date when the anticipated revenue with respect to which the borrowing was authorized is received;
 - (b) December 31, 2021.
- (2) The amount of any outstanding debt from 2020 that remains unpaid in 2021 under subsection (1) does not limit the maximum allowable amount of borrowing in anticipation of revenue in 2021.
- (3) This section applies despite section 35 of the *Greater Vancouver Sewerage and Drainage District Act*.

**Extension of borrowing –
Greater Vancouver Water District**

- 14** (1) For debt incurred as borrowing in anticipation of revenue in 2020 in accordance with section 58 [*borrowing in anticipation of revenue*] of the *Greater Vancouver Water District Act*, the money must be repaid on or before the earlier of the following dates:
- (a) the date when the anticipated revenue with respect to which the borrowing was authorized is received;
 - (b) December 31, 2021.
- (2) The amount of any outstanding debt from 2020 that remains unpaid in 2021 under subsection (1) does not limit the maximum allowable amount of borrowing in anticipation of revenue in 2021.
- (3) This section applies despite section 58 of the *Greater Vancouver Water District Act*.

Division 4 – Annual Tax Sales

Deferral of tax sale – municipalities

- 15** (1) A council of a municipality may, by bylaw adopted on or before August 31, 2020, defer the annual tax sale for 2020, provided for under Division 7 [*Annual Municipal Tax Sale*] of Part 16 [*Municipal Provisions*] of the *Local Government Act*, until September 27, 2021, with the effect that the annual tax sale would be on that date in respect of the upset price described in section 649 [*upset price for tax sale*] of that Act.
- (2) If a bylaw is adopted deferring the annual tax sale,
- (a) written notice must be sent within 2 weeks of the bylaw’s adoption to the property owner of a property that is subject to the deferred annual tax sale advising the owner that
 - (i) the annual tax sale for 2020 has been deferred to September 27, 2021,
 - (ii) any taxes that are delinquent will remain delinquent for 2021, with applicable interest charges, and
 - (iii) unless the delinquent taxes are paid before the start of the tax sale on September 27, 2021, the property will be subject to tax sale on September 27, 2021,
 - (b) it is not required to provide public notice of the deferral of the annual tax sale, and
 - (c) for certainty, any taxes that are delinquent, as described in section 246 (1) [*delinquent taxes*] of the *Community Charter*, remain delinquent for 2021, with interest charges that are carried under that Act.
- (3) For certainty, this section does not limit the application of the *Local Government Act* to an annual tax sale in respect of a municipality that does not defer its annual tax sale.
- (4) This section applies despite Division 7 of Part 16 of the *Local Government Act*.

Deferral of tax sale – City of Vancouver

- 16 (1) The Vancouver council may, by bylaw adopted on or before August 31, 2020, defer the annual tax sale for 2020, provided for under section 422 [*tax sale each year*] of the *Vancouver Charter*, until November 10, 2021, with the effect that the annual tax sale would be on that date in respect of the upset price described in section 427 [*price to be paid*] of that Act.
- (2) If a bylaw is adopted deferring the annual tax sale,
- (a) written notice must be sent within 2 weeks of the bylaw’s adoption to the property owner of a property that is subject to the deferred annual tax sale advising the owner that
 - (i) the annual tax sale for 2020 has been deferred to November 10, 2021,
 - (ii) any taxes that are delinquent will remain delinquent for 2021, with applicable interest charges, and
 - (iii) unless the delinquent taxes are paid before the start of the tax sale on November 10, 2021, the property will be subject to tax sale on November 10, 2021,
 - (b) it is not required to provide public notice of the deferral of the annual tax sale, and
 - (c) for certainty, any taxes that are delinquent, as described in section 407 [*further warning of tax sale*] of the *Vancouver Charter*, remain delinquent for 2021, with interest charges that are carried under that Act.
- (3) This section applies despite Part XX [*Real-Property Taxation*] of the *Vancouver Charter*.

Deferral of tax sale – improvement districts

- 17 (1) In this section, “**deferral date**” means, as applicable,
- (a) a date specified for the annual tax sale deferred by a bylaw in accordance with subsection (2), or
 - (b) September 27, 2021, if no date is specified in the bylaw.
- (2) An improvement district board may, by bylaw adopted on or before August 31, 2020, defer the annual tax sale for 2020, provided for under Division 6 [*Tax Sales*] of Part 17 [*Improvement Districts*] of the *Local Government Act*, until the deferral date, with the effect that the annual tax sale would be on the deferral date in respect of the upset price described in section 720 (2) (e) [*tax sale notice to affected owners and charge holders*] of that Act.
- (3) If a bylaw is adopted deferring the annual tax sale,
- (a) written notice must be sent within 2 weeks of the bylaw’s adoption to the registered owner of land that is subject to the deferred annual tax sale advising the owner
 - (i) that the annual tax sale for 2020 has been deferred to the deferral date,
 - (ii) of the applicable deferral date of the deferred annual tax sale,
 - (iii) any taxes that remain owing will remain owing for 2021, with applicable interest charges, and

- (iv) that, unless the upset price, as set under section 720 (2) (e) of the *Local Government Act*, is paid before the start of the tax sale on the deferral date, the land will be subject to tax sale on the deferral date,
 - (b) it is not required to provide public notice of the deferral of the annual tax sale, and
 - (c) for certainty, any taxes that remain owing, as described in section 718 (1) (a) [*tax sale for recovery of taxes*] of the *Local Government Act*, remain owing for 2021, with interest charges that are carried under that Act.
- (4) For certainty, this section does not limit the application of the *Local Government Act* to tax sales in respect of an improvement district that does not defer its annual tax sale.
- (5) This section applies despite Division 6 of Part 17 of the *Local Government Act*.

Division 5 – Tax Sale Redemption Periods

Extension of redemption period – municipalities

- 18** (1) A council of a municipality may, by bylaw adopted on or before August 31, 2020, extend the expiration of the redemption period for all properties that have a redemption period ending in 2020, provided for under Division 7 [*Annual Municipal Tax Sale*] of Part 16 [*Municipal Provisions*] of the *Local Government Act*, to September 27, 2021.
- (2) If a bylaw is adopted extending the expiration of the redemption period,
- (a) written notice, advising that the redemption period has been extended to September 27, 2021, must be sent within 2 weeks of the bylaw’s adoption
 - (i) to the property owner of a property that is subject to a redemption period that has been extended in accordance with subsection (1) of this section, and
 - (ii) to the tax sale purchaser, and
 - (b) it is not required to provide public notice of the extension of the redemption period.
- (3) For certainty, this section does not limit the application of the *Local Government Act* in respect of a municipality that does not extend the expiration of the redemption period.
- (4) This section applies despite Division 7 of Part 16 of the *Local Government Act*.

Extension of redemption period – City of Vancouver

- 19** (1) The Vancouver council may, by bylaw adopted on or before August 31, 2020, extend the expiration of the redemption period for all properties that have a redemption period ending in 2020, provided for under sections 422 [*tax sale each year*] to 454 [*period of limitation*] of the *Vancouver Charter*, to November 10, 2021.
- (2) If a bylaw is adopted extending the expiration of the redemption period,
- (a) written notice, advising that the redemption period has been extended to November 10, 2021, must be sent within 2 weeks of the bylaw’s adoption

- (i) to the property owner of a property that is subject to a redemption period that has been extended in accordance with subsection (1) of this section, and
 - (ii) to the tax sale purchaser, and
- (b) it is not required to provide public notice of the extension of the redemption period.
- (3) This section applies despite Part XX [*Real-Property Taxation*] of the *Vancouver Charter*.

Division 6 – Annual Reporting and Other Annual Requirements

Annual reporting requirements – annual municipal report

- 20** Despite the date referred to in section 98 (1) [*annual municipal report*] of the *Community Charter*, the applicable date for the requirements described in that section is August 31.

Annual reporting requirements – regional district finances reporting

- 21** Despite the date referred to in section 376 (1) [*annual reporting on regional district finances*] of the *Local Government Act*, the applicable date for the requirements described in that section is August 31.

Annual requirements – *Financial Information Act*

- 22**
- (1) In this section, “**corporation**” has the same meaning as in section 1 of the *Financial Information Act*.
 - (2) This section only applies to a corporation to which a grant or advance may be made, or the borrowings of which may be guaranteed by the government, under the authority of the following enactments:
 - (a) the *Islands Trust Act*;
 - (b) the *Local Government Grants Act*;
 - (c) the *Municipal Aid Act*.
 - (3) Despite the time period set out in section 2 (2) [*statement of financial information*] of the *Financial Information Act*, a corporation is to comply with the requirements of that subsection on or before August 31, 2020.
 - (4) Despite the time period set out in section 2 (3) of the *Financial Information Act*, a corporation is to comply with the requirements of that subsection on or before August 31, 2020.

THE CORPORATION OF THE CITY OF COURTENAY

BYLAW NO. 3013

A Bylaw to Defer Tax Sale for the Year 2020

WHEREAS, pursuant to Division 4 of Local Government Finance (Covid-19) Ministerial Order No. M159 Council may, by bylaw adopted on or before August 31, 2020 defer the annual tax sale for 2020 until September 27, 2021, with the effect that the annual tax sale would be on that date in respect of the upset price described in section 649 of that Local Government Act;

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

1. This bylaw may be cited as **“2020 Annual Tax Sale Deferral Bylaw No. 3013, 2020”**
2. The annual tax sale for 2020 is deferred to September 27, 2021.
3. All delinquent taxes on properties within the City of Courtenay as at September 28, 2020 will remain as delinquent taxes for 2021 with applicable interest charges.
4. **Delinquent taxes** include Taxes in arrears and means any taxes remaining unpaid on December 31, two years after the year the tax was imposed.
5. **Taxes in arrears** means outstanding property taxes plus applicable penalties and interest that are unpaid on December 31 in the year they were imposed.

Read a first time this day of , 2020

Read a second time this day of , 2020

Read a third time this day of , 2020

Finally passed and adopted this day of , 2020

Mayor

Corporate Officer

City of Courtenay**Policy**

Page 1 of 4

Section: 5 - Finance	Policy # 1850.00.04
Subject: Provision of Grant-in-Aid and other Forms of Financial Support	Revision # R-1

PURPOSE:

The purpose of this policy is for Council to provide criteria to identify the appropriateness and suitability of applications from organizations requesting Grants-in-Aid and other forms of financial support from the City of Courtenay. Council decisions with respect to the provision of these forms of support will be made after carefully reviewing all applications and in conjunction with annual budgetary planning.

POLICY:

The City has limited financial resources available for the provision of Grants-in-Aid or other forms of financial support to special interest groups. In order to be consistent and fair to all applicants, the following criteria must be met:

- 1. Entity must complete the Application and provide correspondence to City Council:**
 - a. identifying who they are and whether they are a “for-profit” or “not-for-profit” organization,**
 - b. what special interest they represent and a demonstrated financial need,**
 - c. how much grant-in-aid or other financial commitments from the City they are requesting,**
 - d. describe what project the resources will be used for,**
 - e. describe how the project will benefit the community of the City of Courtenay and the greater Comox Valley region,**
 - f. provide the project business case in terms of confirmation of need and demand, project sustainability, capital budget plan and operating budget plan if applicable,**
 - g. provide the organization’s audited financial statements for the past three years,**
 - h. identify projects in the Comox Valley they have successfully completed,**
 - i. identify whether they are receiving or soliciting any other form of supplementary City funding, subsidy or fee reductions relative to the application;**
 - j. identify other requests or receipt of funding from other organizations and Comox Valley local governments; and,**
 - k. identify what City support they have received in the past five years and how it has been used.**

AUTHORIZATION: CoW 1.00.01

DATE: November 25, 2019 CoW

Section: 5 - Finance	Policy # 1850.00.04
Subject: Provision of Grant-in-Aid and other Forms of Financial Support	Revision # R-1

2. Organizations must be based in the City of Courtenay. Funding is **not** available for individuals.
3. Organizations must identify and provide proof of supplementary funding payments or agreements from external sources supporting their initiative. Provincial and Federal funding agreements or correspondence identifying dollar amounts must be provided for Council information.
4. A Council resolution must authorize and determine the grant in aid payment or any other financial commitment from the City.
5. Grants-in-Aid and other commitments must be used for the purpose intended. City resources cannot be used to provide any type of assistance to other organization(s) working in tandem with the applicant.
6. Payments will only be issued upon direction provided by the Chief Administrative Officer or Director of Finance.
7. Each Grant-in-Aid payment will not exceed \$7,500.
- 8. Gaming Funds will be the primary funding source for all monetary commitments to organizations or entities requesting assistance.**
9. Grants or other City resources cannot be used for illegal purposes or anything disallowed by the Community Charter.
10. Applicants must publicly acknowledge the City of Courtenay’s contribution.
11. Applications must be submitted by **January 31st**, to the Director of Finance using the prescribed application form. The Director will review the applications for completeness and arrange contact with applicants for additional information as necessary.

AUTHORIZATION: CoW 1.00.01	DATE: November 25, 2019 CoW
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Section: 5 - Finance	Policy # 1850.00.04
Subject: Provision of Grant-in-Aid and other Forms of Financial Support	Revision # R-1

- 12. The following criteria will be considered to be eligible for a Grant-in-Aid:
 - i. Must benefit the entire community (all ages and groups)
 - ii. The request is the only financial or in-kind support from the City
 - iii. Other sources of funding have been applied for
 - iv. The organization is financially sustainable

- 13. The Director of Finance will present a summary report of the applications, relative to the eligibility criteria, to Council and arrange for delegations to Council as necessary.

- 14. Within one year of the date of receipt of the grant, entities must provide an independent reporting of how the grant was utilized and the outcomes of the dollars received.

- 15. Grants-in-Aid shall be considered on a year-to-year basis and continuing support should not be anticipated.

SCOPE:

This policy applies to all grant-in-aid and financial requests submitted to the City of Courtenay. Authority for, and restrictions on the provision of, any form of assistance is provided under The Community Charter, Sections 8(1), 24 and 25. Preference will be given to organizations who can demonstrate a request that promotes the City’s strategic priorities as identified in the Strategic Priorities found on the City’s webpage.

RELATED DOCUMENTS:

RESPONSIBILITY:

City of Courtenay council members are responsible for adopting policies that manage the financial resources of the community. These policies must recognize the budgetary demands of City operations as a whole and be responsive to public perceptions and constraints. There is a limited sum of tax dollars and external revenue sources available for grants to organizations.

The Chief Administrative Officer or Director of Finance has responsibility for processing all payments.

AUTHORIZATION: CoW 1.00.01	DATE: November 25, 2019 CoW
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Section: 5 - Finance	Policy # 1850.00.04
Subject: Provision of Grant-in-Aid and other Forms of Financial Support	Revision # R-1

REVIEW DATE:

This policy has an intended life of 20 years, or less dependent on the discretion of Council of-the-day.

AUTHORIZATION: CoW 1.00.01	DATE: November 25, 2019 CoW
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BRIEFING NOTE

To: Council

File No.: 0250-20 CVFMA

From: Chief Administrative Officer

Date: October 19, 2020

Subject: Comox Valley Farmers' Market Association Support for Fall/Winter Venue

ISSUE:

At the September 21st, 2020 regular Council meeting, Council received a letter of request dated September 16th, 2020 from Comox Valley Farmers' Market Association (CVFMA) that asked Council and staff to find a semi-permanent space to hold their weekly Fall and Winter farmers' markets between October 17th, 2020 to April 3rd, 2021.

The following options were requested:

- 1) Consider closing the parking lot between Sid Williams Theatre (SWT), 442 Cliffe Avenue, and Native Sons Hall (NSH), 360 Cliffe Avenue, so the market can expand outdoors using a series of 10' x 10' tents or a large semi-permanent tent.
- 2) Consider closing NSH and upper Florence Filberg Centre (FFC) parking lot to expand the market outdoors using a series of 10' x 10' tents or a large semi-permanent tent and utilizing the FFC Conference Hall.

BACKGROUND:

The CVFMA has held the fall and winter market in the NSH Grand Hall since 2001.

In June 2017, CVFMA asked Council if the fall and winter market could be relocated to FFC as they had outgrown the space in NSH. Staff offered CVFMA to book the lower NSH space as it would provide an additional 2,486 square feet of space whereas the Florence Filberg Centre would only provide an additional 1,590 square feet of space.

CVFMA subsequently tried booking the lower NSH floor. However, they found vendors on the lower floor would receive less patrons, and that moving from the top floor to the bottom floor was not easily accessible to those with wheelchairs or strollers. It required patrons to go down the ramp on the south side of the building, travel north along the Cliffe Avenue sidewalk, and down 3rd Street to the rear entrance of the lower floor (See Figure 1).

Figure 1: Path of travel for wheelchairs and strollers from the main floor to the lower floor of the Native Sons Hall.



On May 28th, 2020 the order from the Provincial Health Officer for vending markets was issued. CVFMA is unable to comply with the physical distancing requirements and operate with the same number of vendors inside the NSH Grand Hall.

KEY CONSIDERATIONS:

1) Consider closing the parking lot between Sid Williams Theatre and Native Sons Hall.

The closure of the parking lot has some limitations. Facility staff have observed that the parking lot is well utilized by the public on Saturdays. Closure of this parking lot would put added demand on street parking and adjacent public and private lots. The southern section of the parking lot would also need to remain open so the SWT can have continued egress and ingress to their loading doors and emergency fire laneway.

Staff have consulted with Downtown Courtenay Business Improvement Association (DCBIA) and Sid Williams Theatre:

The DCBIA board has confirmed its support of the request for the fall and winter market operating months (October 24th, 2020 to April 3rd, 2021).

SWT have confirmed support if CVFMA limited expansion to the northern red-outlined area on the site map below (Figure 2), and if the City assisted in the prevention of parking in the cenotaph area, SWT loading area, and the emergency fire laneway.

Figure 2: NSH and SWT Parking Lot Site Map



CVFMA would be required to close the parking lot by erecting traffic barricades at the parking lot entrances. They would need to arrange pick-up and returns of traffic barricades to and from Public Works Services Yard. Although not a required measure, City staff recommend CVFMA post signage regarding the parking lot closure in advance of each Saturday to help communicate the closure to the public. City staff would assist in communicating the parking lot closure through Facebook postings.

The 10'x10' tents would be permitted, provided that they are removed after the market ends each Saturday. The installation of a larger semi-permanent tent to remain up from October, 2020 to April, 2021 is not permitted without a building permit as required by the City of Courtenay Building Bylaw No. 3001, 2020. Furthermore, detailed engineering design and approval would be required for such a structure and this is neither financially viable, and combined with extremely tight timelines, makes this an unrealistic option.

The parking lot will not be available for use on days there is snow and ice accumulation due to the risk of slips and falls. During inclement weather which involves snow accumulation in excess of 4 inches in the winter, the City's roads, sidewalks and emergency facilities are cleared as a first priority as provided under the City's Snow and Ice Control Policy 5400.00.02.

2) Support staff to relocate the fall/winter market to the lower NSH and upper FFC parking lot and FFC Conference Hall.

The market would not be able to operate out of FFC under the current land zoning. The property is currently zoned PA-1 which does not allow a farmers market as a permitted use. Furthermore the upper FFC parking lot between the FFC and NSH is considered a fire laneway. A minimum of 3 meters right-of-way is required to be left open for access by emergency services.

COVID-19 Recovery Plan Policy: Indoor Recreation Facility Use, CVFMA would be required to provide a COVID-19 Safety Plan. In addition to the policy requirements, staff have confirmed CVFMA will include Island Health in the review and approval of their saf

CONCLUSION:

Staff will work with CVFMA to allow the market to expand to the limited area of the parking lot between NSH and SWT. NSH and the adjacent parking is located in a C-1 zone which allows a farmers market as a permitted use.

As per the COVID-19 Recovery Plan Policy: Indoor Recreation Facility Use, CVFMA would be required to provide a COVID-19 Safety Plan. In addition to the policy requirements, staff have confirmed CVFMA will include Island Health in the review and approval of their safety plans before operating the farmers market in order to ensure the vendors and CVFMA are in compliance with the most recent orders of the PHO and requirements for the operation of farmers markets. CVFMA have also modified their market operations to reduce the volume of visitors entering the indoor market. This includes the option of advance online ordering of vendor products, which will be made available for pick-up outside the facility. Additional CVFMA volunteers and staff have been brought on to control numbers entering into the market and to ensure the PHO orders are being adhered to during market operations.

Subject to the receipt of a Vancouver Island Health Authority (VIHA) approved COVID-19 Safety Plan, the farmers market will tentatively start operating out of the NSH Grand Hall and the northern parking lot area as identified in Figure 2 starting on Saturday October 24th, 2020.

Respectfully submitted,



Trevor Kushner, BA, DLGM, CLGA, PCAMP
Interim Chief Administrative Officer



BRIEFING NOTE

To: Council

File No.: 0250-20-LUSH

From: Chief Administrative Officer

Date: October 19, 2020

Subject: LUSH Valley Food Action Society Request for Use of the Lawn Bowling Facility, Bill Moore Memorial Park

ISSUE:

At the September 28th, 2020 Committee of the Whole meeting, LUSH Valley Food Action Society (LUSH) requested use of the Lawn Bowling building starting mid-October for their "Hot Meal" and "Good Food Box" emergency programs in response to the COVID-19 pandemic.

BACKGROUND:

On March 16, 2020, all City facilities were closed to the public due to the COVID-19 pandemic. This included all programs, rentals and in-person services. On March 25th, LUSH submitted a request for Council's support to provide a facility with a commercial kitchen in response to the closure of the Comox Valley Food Bank. Their goal was to provide a hamper/gift card delivery program and a hot meal delivery program for vulnerable community members such as low income seniors, indigenous families, women and children fleeing violence, and people who are homeless.

At the March 30th, 2020 Council meeting, Council directed staff to work with LUSH to immediately investigate suitable options for the temporary use of a City owned facility with adequate kitchen space to provide urgently needed food programs to vulnerable citizens during the COVID-19 pandemic.

City staff were able to accommodate the hot meal delivery program through the lower Filberg Centre kitchen and the Comox Valley Regional District (CVRD) provided space for the hamper program out of the Curling Club.

In mid-September, LUSH received notice from the CVRD that they would need to move their hamper program out of the Curling Club as the CVRD would be installing ice in its arena starting on October 14th, 2020.

KEY CONSIDERATIONS:

LUSH has since acquired additional funding to continue providing hot meals and the Good Food Box program until the end of December 2020. The funding will also be used towards the healthy student meal program, which serves 800 students a week across the Comox Valley.

Upon investigation, the Lawn Bowling Building has been deemed as an inappropriate facility to run both programs. The facility does not hold a Vancouver Island Health Authority (VIHA) permit for a commercial kitchen. The process would require an application to VIHA for a commercial permit, an inspection of the facility to determine the requirements to bring the kitchen to commercial kitchen standards, and possible retrofits to the requirements for a commercial kitchen facility. This process could take several months and funding has not been approved in the City's 2020 Financial Plan therefore requiring a Financial Plan amendment.

In consultation with LUSH, City Staff identified a short-term solution for both LUSH programs. The Hot Meal will continue to run out of the lower Filberg Centre kitchen until December 31, 2020 and the Hamper program can utilize the adjacent lounge area in the lower Filberg Centre until December 31, 2020.

This arrangement is short-term as the Evergreen Club has requested to begin resumption of programming in the same space. Staff are also working with the Evergreen Club to potentially resume some programming starting in January 2021. However, this will be dependent upon the COVID-19 trend and corresponding Ministry Health orders.

City Staff have also begun discussions with the CVRD to investigate options for a regional facility for LUSH so it may continue its community wide programs in a long-term sustainable location.

Council will be updated as information becomes available.

Respectfully submitted,



Trevor Kushner, BA, DLGM, CLGA, PCAMP
Interim Chief Administrative Officer

Office of the Chair

770 Harmston Avenue, Courtenay, BC V9N 0G8
Tel: 250-334-6000 Fax: 250-334-4358
Toll free: 1-800-331-6007
www.comoxvalleyrd.ca



File: 6410-20 RGS

October 8, 2020

Sent via email only: wsorichta@courtenay.ca

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

Dear Mayor and Council:

Re: Request for Approval – Regional Transportation Planning Memorandum of Understanding

On behalf of the Comox Valley Regional District (CVRD) Board, I am writing to request your Council's consideration of approval of the enclosed Memorandum of Understanding (MOU) regarding regional transportation planning and advocacy within the Comox Valley. This request follows the presentation to your Council that was provided earlier this year by CVRD staff and representatives of the Integrated Regional Transportation Select Committee (IRTSC).

The enclosed MOU formalizes and builds on our existing collaborative relationships within the Comox Valley and creates the foundation for a new dialogue on our regional transportation system. Through enhanced collaboration the CVRD Board is focussed on making meaningful progress towards the transportation related goals and objectives provided within the Comox Valley Regional Growth Strategy. These targets represent our shared vision of creating a sustainable and affordable transportation network that connects our growing urban and rural communities. Through this work we can ensure people, goods and services are able to continue to move quickly and efficiently, with fewer greenhouse gas emissions and other impacts on our environment.

As you are aware, the regional transportation system is a quilt of components managed by different jurisdictions. This MOU serves as a written understanding of the commitments and responsibilities of the parties to enhance cooperative planning and advocacy respecting transportation issues that have a regional and, therefore, multi-jurisdictional impact.

Based on the feedback the CVRD received during the above-noted presentations the MOU has been updated to include transportation equity as an additional principle to guide the work under this agreement. If ratified, relevant senior staff within your municipality will be engaged periodically to help inform the projects and initiatives that are considered by the CVRD Board for implementation. Direct engagement and dialogue with elected officials is also a critical component of this work and so you can expect invitations to workshops, presentations or other events from time to time.

Thank you for your consideration of this important initiative. More information about the Comox Valley Regional Growth Strategy can be obtained at www.comoxvalleyrd.ca/rgs. If approved, please send an executed copy of the enclosed MOU to adminatration@comoxvalleyrd.ca or to the address noted above, care of Corporate Services.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jesse Ketler', is written over a light blue horizontal line.

Jesse Ketler
Chair

Enclosure: Regional Transportation Planning Memorandum of Understanding

cc: Russell Dyson, Chief Administrative Officer
Alana Mullaly, Senior Manager of Sustainability and Regional Growth Strategy
Trevor Kushner, Interim Chief Administrative Officer, City of Courtenay

MEMORANDUM OF UNDERSTANDING

BETWEEN:

**THE COMOX VALLEY REGIONAL DISTRICT, THE CITY OF COURTENAY,
THE TOWN OF COMOX, THE VILLAGE OF CUMBERLAND, SCHOOL
DISTRICT NO. 71 and the MINISTRY OF TRANSPORTATION AND
INFRASTRUCTURE**

REGARDING:

REGIONAL TRANSPORTATION PLANNING WITHIN THE COMOX VALLEY

**THIS MEMORANDUM OF UNDERSTANDING dated for reference the ____ day of
_____ 2020.**

1.0 PREAMBLE

The Comox Valley Regional District (CVRD) adopted Bylaw No. 120 being “Comox Valley Regional District Regional Growth Strategy Bylaw No. 120, 2010” on March 29, 2011 to promote human settlement that is socially, economically and environmentally healthy and that makes efficient use of public facilities and services, land and other resources. The RGS outlines the need for regional coordination on a variety of issues that cross local government boundaries, including housing, transportation, food security, public health, environmental protection and climate change and economic development. With respect to transportation, Goal 4 and its supporting objectives of the Comox Valley Regional Growth Strategy provide for the following:

- **Goal 4: Transportation:**

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

Objective 4-A: Increase public transit use.

Objective 4-B: Improve bicycle and pedestrian infrastructure to increase the use of active transportation options.

Objective 4-C: Develop and maintain an inter-regional transportation system that efficiently and safely facilitates the movement of people and goods.

In addition to the goals, objectives and supporting policies outlined in the RGS, the City of Courtenay, the Town of Comox and the Village of Cumberland have identified objectives and requirements for transportation mobility within their official community plans. Recognizing the affinities in provincial, regional and community goals for transportation planning for the future of the Comox Valley, and the need for coordination between the Ministry of Transportation and Infrastructure, the Regional District, the City of Courtenay, the Town of Comox, the Village of Cumberland and School District No. 71 in establishing and implementing unified regional policies and strategic transportation plans, the parties establish this Memorandum of Understanding (herein after referred to as ‘MOU’) to foster enhanced cooperation towards achieving the transportation goals and objectives of the Comox Valley Regional Growth Strategy.

This MOU relates only to the goals, objectives and policies of the Regional Growth Strategy that are related to transportation. Specific implementation agreements are intended to be developed in the future with respect to the projects and initiatives developed to achieve the transportation objectives within the Regional Growth Strategy.

2.0 PART 2 - PURPOSE

This MOU provides a mechanism for the development of inter-jurisdictional strategies and plans for implementing the growth management goals and commitments in the Comox Valley Regional Growth Strategy (RGS). Its purpose is to serve as a written understanding of the commitments and responsibilities of the parties to enhance cooperative planning and advocacy respecting transportation issues that have a regional and, therefore, multi-jurisdictional impact.

The parties acknowledge that notwithstanding any wording contained within, neither the MOU as a whole nor any of its parts taken separately are intended to be either a contract or contractual in nature. This MOU is not legally binding in any way and places no legal obligation on the parties either individually or collectively.

3.0 PART 3 - PRINCIPLES

The parties are committed to the following principles:

- **Local Autonomy:** mutual respect for the different and distinct statutory powers, authority, ownership and responsibility relating to land use and transportation related infrastructure and services, and acknowledgement that this MOU does not amend, modify, limit, extend or add to statutory powers and authority. Any formal actions that may result from this MOU, between the parties, have to follow the appropriate decision-making protocols;
- **Holistic:** appreciation of the need for a complete system-view in terms of the transportation system's social, economic and environmental impacts and value for a coherent multi-modal system for the cost-effective and efficient movement of people and goods.
- **Healthy and Sustainable:** active transportation has been demonstrated to provide multiple transportation, environmental and public health benefits, including promoting physical activity, reducing contributions to climate change, improving air quality and improving community livability. For these reasons active transportation strategies should be given priority status.
- **Equity:** Universal access to affordable, reliable, safe, and accessible transportation options provides equal access to social and economic opportunities. Strategies and plans should seek to eliminate transportation-related disparities for low-income and other disadvantaged communities.
- **Coordinated Planning and Cooperation:** appreciation of the need for coordinated regional planning and cooperation on regionally-significant transportation projects and programs.

4.0 PART 4 - GOVERNANCE AND ADMINISTRATION

- 4.1 The Comox Valley Regional District Board, as the service participants of the Regional Growth Strategy Service, Function 512, is the governing body for the operation and administration of the service.
- 4.2 Without limiting the scope of responsibilities of the Senior Manager of Sustainability and RGS Planning for the Comox Valley Regional District, this position shall be responsible for the operation and administration of the services under this MOU, including the following specific matters:
- a) preparing and presenting an annual budget and workplan for the services under this MOU;
 - b) reporting to the Technical Advisory Committee (TAC) and CVRD Board with respect to the work undertaken for services under this MOU and any other matter considered appropriate.

5.0 PART 5 - ADVISORY COMMITTEES

- 5.1 The Comox Valley Regional Growth Strategy Technical Advisory Committee shall serve as advisory committees concerning the services provided under this MOU. When matters concerning regional transportation are considered by the TAC, the membership shall include a staff representative from the Ministry of Transportation and Infrastructure and School District No. 71.
- 5.2 The activities of the Technical Advisory Committee (TAC) are to include, but are not limited to, the following:
- a) to provide comments or advice upon request, or at the Committee's initiative, to local government boards/councils, or other agencies respecting regional transportation initiatives;
 - b) to ensure proper process and consultation in regards to regional transportation plans and priorities, policy, monitoring, and related issues;
 - c) to support the monitoring and evaluation of this MOU and progress towards the achievement of the Regional Growth Strategy goals and objectives related to transportation.
- 5.3 The TAC shall provide such advice and comments in the form of a report prepared by regional district staff, to the Steering Committee. Upon receipt of a report from the Technical Advisory Committee, the Steering Committee will meet to review and discuss. The Steering Committee will provide its comments and recommendations to the CVRD Board via a report prepared by regional district staff.
- 5.4 The TAC shall meet as necessary and at least twice each calendar year to discuss each jurisdiction's regionally-significant transportation projects and consider the annual budget and work plan for services under this MOU.
- 5.5 The TAC may receive and require reports and information regarding the services under this MOU as it considers necessary.

6.0 PART 6 - SERVICES

- 6.1 The services established and provided in respect of this MOU, and without limiting the forgoing, may include:
- a) regional transportation data-collection and monitoring;
 - b) advocacy respecting transportation issues of common interest to the local governments and other agencies within the Comox Valley;
 - c) multi-modal regional transportation planning and policy development; and
 - d) public education and promotion respecting active transportation.
- 6.2 The specific services to be provided under this MOU shall be considered annually by the Comox Valley Regional District Board as part of the budget deliberations concerning the Regional Growth Strategy Service, Function 512.

7.0 PART 7 - FINANCIAL CONSIDERATIONS

- 7.1 Funding for services and projects under this MOU shall be provided under the Comox Valley Regional District Regional Growth Strategy Service, Function 512.
- 7.2 Notwithstanding any provision of this MOU, the expenditure of money by any party to achieve any of the objectives or plans established by, set out in or created by this MOU or to fulfil any of the commitments set in out or created by this MOU is subject to funds being available.
- 7.3 The parties acknowledge that this MOU is not intended to be a procurement instrument or influence procurement in any way. Any procurement resulting from or required by the implementation of this MOU must be accomplished in accordance with applicable procurement laws, regulations and policies.

8.0 PART 8 – MONITORING AND REVIEW

- 8.1 This MOU may be reviewed in conjunction with the formal reviews of the Comox Valley Regional District Regional Growth Strategy or at the request of any of the parties.

IN WITNESS WHEREOF THE parties have executed this Memorandum of Understanding as of the date first above written.

COMOX VALLEY REGIONAL DISTRICT

by its authorized signatory:

THE CITY OF COURTENAY

by its authorized signatory:

THE TOWN OF COMOX

by its authorized signatory:

THE VILLAGE OF CUMBERLAND

by its authorized signatory:

SCHOOL DISTRICT NO. 71

by its authorized signatory:

THE MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE

by its authorized signatory:

To: City of Courtenay

Mayor, Bob Wells

Councillors: Will Cole-Hamilton, David Frisch

Doug Hillian, Melanie McCollum, Wendy Morin, Manno Theos

October 21, 2020



To Mayor, Bob Wells and City Council:

On October 1, 2020, the Province of BC announced the Community Economic Recovery Infrastructure Program (CERIP) to help communities in British Columbia recover from the economic impacts experienced from Covid-19. The deadline is October 29. Projects must begin no later than December 2021 and complete by 2023.

As a nonprofit, the Courtenay and District Museum is eligible to apply to this fund under the Unique Heritage component. In consultation with City of Courtenay staff, the museum is proceeding with an application to expand the museum building on the northeast corner in the current loading bay area.

The project goals are to expand existing archival collection and reading areas on the upper floor and consolidate all archival collections for enhanced access and to create an expanded natural history preparation and collection area on the first level with a component that invites the public to view fossil preparation.

The long-term outcome will be Improved collection care areas and increased public engagement in research and preparation. This process will also facilitate overall functionality planning for future gallery and public area expansions.

The project meets CERIP criteria of “ The repair, rehabilitation or construction of infrastructure that supports public access to cultural materials that support the telling of the stories of historic places and/or the transmission of community memory and traditional practice, craft and trades.” The project will also meet the Standards and Guidelines for the Conservation of Historic Places, approval of City staff and Council and the City of Courtenay Heritage Commission. As well, the CDM is currently putting donated funds into the grant planning stage, is requesting the maximum 1 Million (matching funds not required) and plans to leverage donated funds to meet a budget beneath 1.4 Million.

The Board of the Courtenay and District Museum asks that, at this juncture, Council give approval in principal for proceeding with this application with a letter of support. As we proceed, we will continue to confer and work with City of Courtenay staff.

In closing, thank you to the City of Courtenay Staff and Council for continued support to arts and cultural organizations during Covid 19. Thank you also to those who assisted with infrastructure upgrades during closure which created exhibition and public space improvements and alignments with Covid 19 requirements.

Sincerely,

Deborah Griffiths,

Executive Director, Curator

Cc: Joy Chan, Manager of Business Administration

Dave Snider, Director of Recreation and Culture

Wendy Sorichta, Manager of Corporate Administrative Services

