

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

Date: June 7, 2021
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 COVID-19 pandemic, and in accordance with Ministerial Order No. M192/2020 and the Class Order (mass gatherings), Council meetings will be conducted virtually and live-streamed on the City of Courtenay's YouTube channel.

K'OMOKS FIRST NATION ACKNOWLEDGEMENT

	Pages
1. ADOPTION OF MINUTES	
1.1. Adopt May 17th, 2021 Regular Council meeting minutes	5
1.2. Adopt May 31st, 2021 Committee of the Whole meeting minutes	13
1.3. Adopt May 31st, 2021 Special Council meeting minutes.	19
2. INTRODUCTION OF LATE ITEMS	
3. DELEGATIONS	
3.1. Truck Loggers Association	
Presentation by:	
• Bob Brash, Executive Director, Truck Loggers Association	
<u>Staff Note:</u> Council passed a motion at the May 31 st , 2021 Committee of the Whole meeting to defer this delegation to the June 7 th , 2021 Regular Council meeting due to a schedule conflict.	

3.2. Hearth, Patio & Barbecue Association of Canada (HPBA Canada)

Presentation by:

- Jeff Loder, Director of Public Affairs, HPBA Canada
- Laura Litchfield, President, HPBA Canada
- John Crouch, Director of Public Affairs, Hearth, Patio & Barbecue Association (HPBA)
- Chris Bowen, Pioneer Fireplace
- Cory Iverson, Pacific Energy
- Jamie Payne, Owner, Norse Heating & Fireplace

4. STAFF REPORTS/PRESENTATIONS

4.1. CAO and Legislative Services

4.1.1. 19 Wing Mutual Aid Agreement - Fire Services

23

5. EXTERNAL REPORTS AND CORRESPONDENCE FOR INFORMATION

6. INTERNAL REPORTS AND CORRESPONDENCE FOR INFORMATION

7. REPORTS/UPDATES FROM COUNCIL MEMBERS INCLUDING REPORTS FROM COMMITTEES

7.1. Councillor Cole-Hamilton

7.2. Councillor Frisch

7.3. Councillor Hillian

7.4. Councillor McCollum

7.5. Councillor Morin

7.6. Councillor Theos

7.7. Mayor Wells

8. RESOLUTIONS OF COUNCIL

8.1. In Camera Meeting

That a Special In-Camera meeting closed to the public will be held June 7th, 2021 at the conclusion of the Regular Council Meeting pursuant to the following subsections of the *Community Charter*:

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

9. UNFINISHED BUSINESS

10. NOTICE OF MOTION

11. NEW BUSINESS

12. BYLAWS

12.1. For Third and Final Adoption

12.1.1. Zoning Amendment Bylaw No. 3027, 2021 (1814 Grieve Avenue)

59

(A bylaw to amend Zoning Bylaw No. 2500, 2007 to rezone property from Residential One to Residential One S Zone (R-1S) to permit the addition of a secondary suite - 1814 Grieve Avenue)

12.2. For Final Adoption

12.2.1. City of Courtenay Municipal and Regional District Tax Levy Bylaw No. 3041, 2021

61

(A bylaw to request the imposition of tax on accommodation under the provisions of the *Provincial Sales Tax Act*)

13. ADJOURNMENT

Minutes of a Regular Council Meeting

Meeting #: R10/2021
Date: May 17, 2021
Time: 4:00 pm
Location: City Hall, Courtenay, BC, via video/audio conference

Attending:

Mayor: B. Wells, via video/audio conference
Councillors: W. Cole-Hamilton, via video/audio conference
D. Frisch, via video/audio conference
D. Hillian, via video/audio conference
M. McCollum, via video/audio conference
W. Morin, via video/audio conference
M. Theos, via video/audio conference

Staff: G. Garbutt, Chief Administrative Officer, via video/audio conference
I. Buck, Director of Development Services, via video/audio conference
C. Davidson, Director of Engineering Services, via video/audio conference
J. Nelson, Director of Financial Services, via video/audio conference
K. O'Connell, Director of Corporate Support Services, via video/audio conference
S. Saunders, Director of Recreation, Culture, & Community Services, via video/audio conference
K. Shaw, Director of Public Works Services, via video/audio conference
N. Borecky, Manager of Information Systems, via video/audio conference
M. Fitzgerald, Manager of Development Planning, via video/audio conference
R. Matthews, Executive Assistant/Deputy Corporate Officer, via video/audio conference
J. Tazzioli, Environmental Engineer, via video/audio conference

Due to the COVID-19 pandemic, and in accordance with Ministerial Order No. M192/2020 and the Class Order (mass gatherings), Council meetings will be conducted virtually and live-streamed on the City of Courtenay's YouTube channel.

1. ADOPTION OF MINUTES

1.1 Adopt May 3rd, 2021 Regular Council meeting minutes (0570-03)

Moved By Cole-Hamilton

Seconded By Morin

THAT the May 3rd, 2021 Regular Council meeting minutes be adopted.

Carried

2. INTRODUCTION OF LATE ITEMS

3. DELEGATIONS

3.1 Human Sex Trafficking, Sexual Exploitation and Child Sex Trafficking in BC

Moved By McCollum

Seconded By Theos

THAT the presentation by Cathy Peters, BC anti-human trafficking educator, speaker, and advocate, regarding sex trafficking, sexual exploitation and child sex trafficking in BC, be received for information.

Carried

4. STAFF REPORTS/PRESENTATIONS

4.1 Development Services

4.1.1 Zoning Bylaw Amendment No. 3025 and No. 3038 - Urban Agriculture Zoning Regulations (3360-20-2014)

Moved By McCollum

Seconded By Frisch

THAT based on the May 17th, 2021 staff report “Zoning Bylaw Amendment No. 3025 - Urban Agriculture Zoning Regulations” Council approve Option No. 1 and complete the following steps:

THAT Council proceed to First and Second Reading of Zoning Bylaw Amendment No. 3025 to establish urban agriculture zoning regulations;

THAT Council proceed to First and Second Reading of Zoning Bylaw Amendment No. 3038 to establish urban agriculture – raising of hens zoning regulations;

THAT Council direct staff to schedule and advertise a statutory Public Hearing with respect to the above referenced bylaws; and,

THAT Bylaw No. 3034 to amend the Animal Control Bylaw No. 1897, 1996 to allow honeybees to be kept outdoors throughout the City proceed to First, Second, and Third Reading; and,

THAT Bylaw No. 3039 to amend the Animal Control Bylaw No. 1897, 1996 to allow hens to be kept outdoors throughout the City proceed to First, Second, and Third Reading.

Carried

4.2 Engineering Services

4.2.1 Dike Replacement and Flood Management Strategy Adoption (5335-20)

Moved By Hillian

Seconded By Frisch

THAT the May 17th, 2021 staff report “Dike Replacement and Flood Management Strategy Adoption”, be received for information.

Carried

Councillor Hillian rose on a Point of Order and sought clarification from staff on the recommended motion as two versions of the recommended motion appeared in the staff report. Staff clarified that the recommended motion from staff was as follows:

THAT based on the May 17th, 2021 staff report “Dike Replacement and Flood Management Strategy Adoption” Council approve OPTION 1, and adopt the final draft of the strategy as presented; and support actions to implement the strategy as described within this staff report.

Having received clarification as to the staff recommendation, the following motion was introduced:

Moved By Cole-Hamilton

Seconded By McCollum

THAT Council approve the final draft of the Dike Replacement and Flood Management Strategy, and direct staff to implement the recommendations, including:

1. Review flood maps prepared by the Comox Valley Regional District, and verify flood models;

2. Develop a flood risk map, to identify properties with an unacceptable flood risk;
3. Implement the regulatory and planning tools that will manage the impacts of flooding in all areas;
4. Address properties identified to have an unacceptable flood risk by determining which structural and non-structural flood management options will be most effective at mitigating risk.

Carried

4.2.1.1 Dike Replacement and Flood Management Strategy Report - Urban Systems

Glen Shkurhan, Partner, Urban Systems, presented information to Council regarding dike replacement and flood management strategies within the City of Courtenay.

5. EXTERNAL REPORTS AND CORRESPONDENCE FOR INFORMATION

6. INTERNAL REPORTS AND CORRESPONDENCE FOR INFORMATION

6.1 Briefing Note - Capstone Project Mural Request (0400-02)

Moved By Hillian

Seconded By Cole-Hamilton

THAT the May 17th, 2021 Briefing Note "Capstone Project Mural Request" be received for information.

Carried

7. REPORTS/UPDATES FROM COUNCIL MEMBERS INCLUDING REPORTS FROM COMMITTEES

7.1 Councillor Cole-Hamilton

Councillor Cole-Hamilton participated in the following events:

- Comox Youth Climate Council meeting
- Vancouver Island and Coastal Communities - Youth Climate Forum
- Climate Caucus Coordinating Team meetings (2 Total)
- Climate Caucus Board meeting
- Climate Caucus Elected Caucus meeting
- Help Cities Lead Steering Committee meeting

- Help Cities Lead; presentation to Village of Lion's Bay Council
- Comox Valley Community Substance Use Strategy Community Input Sessions (2 Total)
- CVRD Board meeting
- Comox Strathcona Regional Hospital District Board meeting
- Comox Strathcona Waste Management Board meeting
- Comox Valley Sewage Commission meeting

7.2 Councillor Hillian

Councillor Hillian acknowledged and congratulated three Comox Valley businesses that were nominated for Small Business BC Awards, including CORE Landscape Products, Spirits of the West Art Gallery, and Bigfoot Donuts, as part of the Small Business BC Awards Week. Bigfoot Donuts won the Premier's People's Choice Award.

Councillor Hillian also mentioned the recent passing of Mike Butler, a key member of the community who over many years played a tremendous role in community service, drama and theatre. Mike Butler was awarded the Freedom of the City in 2000.

7.3 Councillor Morin

Councillor Morin participated in the following events:

- Cumberland Community Forest Society's Earth Week Festival; attended virtual events including *Circular Economy* workshop, *Our Future: Youth Storytelling for Climate Action* event, *Trivia and Late Night Music* event, and Comox Valley Arts' *Water Play* presentation
- City of Courtenay Official Community Plan (OCP) Development session
- Comox Strathcona Waste Management Board meeting
- CVRD Board meeting (2 Total)
- City of Courtenay Official Community Plan (OCP) Social Infrastructure session
- *Indigenous Awareness and Indigenous Relations Corporate Virtual Training* Online Course hosted by CVRD
- Arts Impact Assessment Launch online session
- Substance Use Strategy Community Input sessions (2 Total)
- Comox Valley Sewage Commission meeting
- Comox Valley Food Policy Council meeting

- Comox Strathcona Regional Hospital District Board meeting
- Comox Valley Substance Use Committee meeting

Councillor Morin mentioned that she recently participated in an online event hosted by Digital Innovation Group (DIG), a collaborative group of arts councils (including Comox Valley Arts Council) helping local artists with technological challenges due to the COVID-19 pandemic.

Councillor Morin also mentioned that the Comox Valley Arts has launched an online public survey as part of their strategic planning process (comoxvalleyarts.com/survey2021). The survey is open until May 20th, 2021.

8. RESOLUTIONS OF COUNCIL

8.1 In Camera Meeting

Moved By Cole-Hamilton

Seconded By Frisch

That a Special In-Camera meeting closed to the public will be held May 17th, 2021 at the conclusion of the Regular Council Meeting pursuant to the following subsections of the *Community Charter*:

- 90 (1) (c) labour relations or other employee relations;
- 90 (1) (j) information that is prohibited, or information that if it were presented in a document would be prohibited, from disclosure under section 21 of the [*Freedom of Information and Protection of Privacy Act*](#);
- 90 (1) (k) negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of the council, could reasonably be expected to harm the interests of the municipality if they were held in public;
- 90 (2) (b) the consideration of information received and held in confidence relating to negotiations between the municipality and a provincial government or the federal government or both, or between a provincial government or the federal government or both and a third party.

Carried

9. UNFINISHED BUSINESS

10. NOTICE OF MOTION

11. NEW BUSINESS

12. BYLAWS

12.1 For First and Second Reading

12.1.1 Zoning Amendment Bylaw No. 3025, 2021 - Urban Agriculture

Moved By Frisch

Seconded By McCollum

THAT "Zoning Amendment Bylaw No. 3025, 2021" pass first and second reading.

Carried

12.1.2 Zoning Amendment Bylaw No. 3038, 2021 - Raising of Hens

Moved By McCollum

Seconded By Frisch

THAT "Zoning Amendment Bylaw No. 3038, 2021" pass first and second reading.

Carried

12.2 For First, Second, and Third Reading

12.2.1 Animal Control Bylaw Amendment Bylaw No. 3034, 2021 - Honeybees

Moved By Hillian

Seconded By Morin

THAT "Animal Control Bylaw Amendment Bylaw No. 3034, 2021" pass first, second and third reading.

Carried

12.2.2 Animal Control Bylaw Amendment Bylaw No. 3039 - Hens

Moved By Frisch
Seconded By Morin

THAT "Animal Control Bylaw Amendment Bylaw No. 3039" pass first, second and third reading.

Carried

12.3 For Final Adoption

12.3.1 Zoning Amendment Bylaw No. 2994, 2021 (310 Hunt Road)

Moved By Cole-Hamilton
Seconded By McCollum

THAT "Zoning Amendment Bylaw No. 2994, 2021" be finally adopted.

Carried

13. ADJOURNMENT

Moved By Hillian
Seconded By Frisch

That the meeting now adjourn at 5:55 p.m.

Carried

CERTIFIED CORRECT

Deputy Corporate Officer

Adopted this 7th day of June, 2021

Mayor

Minutes of a Committee of the Whole Meeting

Meeting #: CoW5/2021
Date: May 31, 2021
Time: 4:04 pm
Location: City Hall, Courtenay, BC, via video/audio conference

Attending:

Mayor: B. Wells, via video/audio conference
Councillors: W. Cole-Hamilton, via video/audio conference
D. Frisch, via video/audio conference
D. Hillian, via video/audio conference
M. McCollum, via video/audio conference
W. Morin, via video/audio conference
M. Theos, via video/audio conference

Staff: G. Garbutt, CAO, via video/audio conference
D. Bardonnex, Fire Chief, via video/audio conference
I. Buck, Director of Development Services, via video/audio conference
J. Nelson, Director of Financial Services, via video/audio conference
K. O'Connell, Director of Corporate Support Services, via video/audio conference
S. Saunders, Director of Recreation, Culture, & Community Services, via video/audio conference
N. Borecky, Manager of Information Systems, via video/audio conference
M. Fitzgerald, Manager of Development Planning, via video/audio conference
R. Matthews, Executive Assistant/Deputy Corporate Officer, via video/audio conference

Due to the COVID-19 pandemic, and in accordance with Ministerial Order No. M192/2020 and the Class Order (mass gatherings), Council meetings will be conducted virtually and live-streamed on the City of Courtenay's YouTube channel.

The Mayor respectfully acknowledged the lands on which the meeting was conducted is the unceded traditional territory of the K'ómoks First Nation.

In acknowledgment of the recent discovery of the remains of 215 children buried at former Kamloops Indian Residential School on the Tk'emlúps te Secwépemc First Nation in Kamloops, BC, the Mayor made the following statement:

“Today we are pausing our planned City Council meeting to acknowledge the tragic discovery of the remains of 215 Indigenous children at the site of a former residential school in Kamloops, BC.

This discovery is the confirmation of long-held assertions by Indigenous families and First Nations in BC and across Canada that their children, tragically and forcibly separated from their loved ones and their rich cultures, never returned home.

We mourn the loss of these innocent children, some believed to be as young as three years old.

We do not yet know their names or where they are from.

While this discovery may be a shock to many, it is sad proof for residential school survivors and families who have been sounding the alarm about these lost children for many years.

This was just one of over 100 residential schools across our country, including five here on Vancouver Island. Over more than a century, 160,000 children in Canada were forcibly removed from their families. These children were subjected to unimaginable cruelty, experimentation, and abuse; and the deliberate erasure of their language, traditions, and spirituality. The goal of residential schools was to “Kill the Indian in the Child” with the last one closing in 1996.

While we hope this discovery will allow some families to find closure, we acknowledge that there are countless others who are waiting for news of their family’s own lost children.

We will now pause for one minute of silence in honour of these children and to reflect on the tragic, dark legacy of all residential schools in Canada.”

Following the Mayor’s statement, a minute of silence was held.

1. DELEGATIONS

1.1 Truck Loggers Association

Moved By Hillian

Seconded By Cole-Hamilton

THAT the presentation by Bob Brash, Executive Director, Truck Loggers Association, be DEFERRED to the June 7th, 2021 Regular Council meeting.

Carried

Council wished to attend an evening community vigil for the 215 Indigenous children found buried at the site of a former residential school in Kamloops, BC. To accommodate time sensitive bylaws on the Special Council Agenda prior to Council's departure, the following motion was introduced:

Moved By Cole-Hamilton

Seconded By Morin

THAT Council WAIVE NOTICE and AMEND the start time of the May 31st, 2021 Special Council Meeting to occur immediately after Item 2.1.1 "Municipal and Regional District Tax (MRDT) Re-Implementation" of the Committee of the Whole Agenda.

Carried

2. STAFF REPORTS/PRESENTATIONS

2.1 Financial Services

2.1.1 Municipal and Regional District Tax (MRDT) Re-implementation

Moved By Frisch

Seconded By McCollum

THAT the May 31st, 2021 staff report "Municipal and Regional District Tax (MRDT) Re-implementation" be received for information.

Carried

Moved By McCollum

Seconded By Cole-Hamilton

THAT based on the May 31st, 2021 staff report "Municipal and Regional District Tax (MRDT) Re-implementation" that Council approve proceeding with the application to the Ministry of Finance to implement the Municipal and Regional District Tax within the City of Courtenay; and

THAT Council endorse the City of Courtenay Municipal and Regional District Tax Levy Bylaw No. 3041, 2021; and,

THAT Tourism Vancouver Island be authorized as the designate organization for tourism program implementation, and;

THAT Council direct staff to proceed with drafting a contract with Tourism Vancouver Island to administer the tourism and destination marketing programs and MRDT for Council approval.

Carried

Council passed a motion to recess the Committee of the Whole meeting at 4:21 p.m.:

Moved By Hillian
Seconded By Morin

THAT the Committee of the Whole meeting be RECESSED until after the May 31st, 2021 Special Council Meeting.

Carried

Council passed a motion to reconvene the Committee of the Whole meeting at 4:25 p.m.:

Moved By Hillian
Seconded By Morin

THAT the May 31st, 2021 Committee of the Whole Meeting do now RECONVENE.

Carried

3. RESOLUTIONS OF COUNCIL

3.1 Councillor McCollum - Fossil Fuel Divestment Policy

Moved By McCollum
Seconded By Cole-Hamilton

WHEREAS the City of Courtenay Council voted unanimously to recognize the climate crisis and to apply a climate lens to every aspect of their new Official Community Plan and to set as a strategic priority, "actions to address Climate Change mitigation and adaptation"; and

WHEREAS the use of fossil fuels are understood to be the world's greatest contributor to climate altering, greenhouse gas emissions; and

WHEREAS the MFA Fossil Fuel Free Short-Term Bond Fund has, since its inception, outperformed the FTSE Canada Short Term Overall Bond Index; and

WHEREAS the "Municipal Finance Authority of British Columbia (MFA) believes that investment processes that incorporate ESG [Environmental, Social, Governance] factors and other broad systemic issues can lead to better investment outcomes"; and

WHEREAS the MFA now requires that all but one of its pooled funds incorporate ESG through adherence to the United Nations Principles of Responsible Investment (UN PRI), and other Canadian Financial institutions offer securities and pooled investment funds that select for ESG factors;

THEREFORE BE IT RESOLVED that Council direct staff to review and report back on an investment policy that can achieve the following considerations:

- 1) Divest from fossil fuels companies, by supporting fossil fuel free investment portfolios, such as the MFA Fossil Fuel Free Short-Term Bond Fund and build on the examples of fossil fuel free investment strategies from other municipalities such as Vancouver and Victoria;
- 2) Select investments that make positive contributions to ESG factors; and
- 3) Align investment with the Sec.183 of the Community Charter, and best practices for investing public funds.

Carried

3.1.1 Background Document - Memo: Municipal Finance Authority's (MFA) Fossil Fuel Free Investment Options

The memorandum "Municipal Finance Authority's (MFA) Fossil Fuel Free Investment Options" was received for information.

3.1.2 Background Document - Memo: ESG [Environmental, Social, Governance] and Municipal Finance Authority (MFA) Pooled Investment Funds

The memorandum "ESG [Environmental, Social, Governance] and Municipal Finance Authority (MFA) Pooled Investment Funds."

3.2 In Camera Meeting

Moved By Frisch

Seconded By Hillian

THAT a Special In Camera meeting closed to the public will be held May 31st, 2021 at the conclusion of the Regular Council Meeting pursuant to the following subsections of the *Community Charter*:

- 90 (1) (c) labour relations or other employee relations;
- 90 (1) (g) litigation or potential litigation affecting the municipality;
- 90 (1) (j) information that is prohibited, or information that if it were presented in a document would be prohibited, from disclosure under section 21 of the [Freedom of Information and Protection of Privacy Act](#);
- 90 (1) (k) negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in

the view of the council, could reasonably be expected to harm the interests of the municipality if they were held in public;

- 90 (2) (b) the consideration of information received and held in confidence relating to negotiations between the municipality and a provincial government or the federal government or both, or between a provincial government or the federal government or both and a third party.

Carried

4. ADJOURNMENT

Moved By McCollum

Seconded By Cole-Hamilton

That the meeting now adjourn at 4:38 p.m.

Carried

CERTIFIED CORRECT

Corporate Officer

Adopted this 7th day of June, 2021

Mayor

Minutes of a Special Council Meeting

Meeting #: S5/2021
Date: May 31, 2021
Time: 4:21 p.m.
Location: City Hall, Courtenay, BC, via video/audio conference

Attending:

Mayor: B. Wells, via video/audio conference
Councillors: W. Cole-Hamilton, via video/audio conference
D. Frisch, via video/audio conference
D. Hillian, via video/audio conference
M. McCollum, via video/audio conference
W. Morin, via video/audio conference
M. Theos, via video/audio conference

Staff: G. Garbutt, CAO, via video/audio conference
D. Bardonnex, Fire Chief, via video/audio conference
I. Buck, Director of Development Services, via video/audio conference
J. Nelson, Director of Financial Services, via video/audio conference
K. O'Connell, Director of Corporate Support Services, via video/audio conference
S. Saunders, Director of Recreation, Culture, & Community Services, via video/audio conference
N. Borecky, Manager of Information Systems, via video/audio conference
M. Fitzgerald, Manager of Development Planning, via video/audio conference
R. Matthews, Executive Assistant/Deputy Corporate Officer, via video/audio conference

Due to the COVID-19 pandemic, and in accordance with Ministerial Order No. M192/2020 and the Class Order (mass gatherings), Council meetings will be conducted virtually and live-streamed on the City of Courtenay's YouTube channel.

1. BYLAWS

1.1 For First, Second and Third Reading

1.1.1 City of Courtenay Municipal and Regional District Tax Levy Bylaw No. 3041, 2021

Moved By Morin
Seconded By McCollum

THAT "City of Courtenay Municipal and Regional District Tax Levy Bylaw No. 3041, 2021" pass first, second, and third reading.

Carried

1.2 For Final Adoption

1.2.1 Official Community Plan Amendment Bylaw No. 2996, 2020 (2700 Mission Road)

Moved By Hillian
Seconded By Morin

THAT "Official Community Plan Amendment Bylaw No. 2996, 2020" be finally adopted.

Carried

1.2.2 Zoning Amendment Bylaw No. 2997, 2020 (2700 Mission Road)

Moved By Hillian
Seconded By Cole-Hamilton

THAT "Zoning Amendment Bylaw No. 2997, 2020" be finally adopted.

Carried

2. ADJOURNMENT

Moved By McCollum

Seconded By Frisch

THAT the meeting now adjourn at 4:25 p.m.

Carried

CERTIFIED CORRECT

Corporate Officer

Adopted this 7th day of June, 2021

Mayor



THE CORPORATION OF THE CITY OF COURTENAY

STAFF REPORT

To: Council
From: Chief Administrative Officer
Subject: 19 Wing Mutual Aid Agreement - Fire Services

File No.: 2240-20/7200-20
Date: June 7, 2021

PURPOSE:

The purpose of this report is to renew the Mutual Aid Agreement between the City of Courtenay (the "City") and the Minister of National Defence ("19 Wing").

CAO RECOMMENDATIONS:

THAT based on the June 7, 2021 staff report "19 Wing Mutual Aid Agreement - Fire Services", Council approve OPTION 1 and the attached agreement between the City and the Minister of National Defence (19 Wing); and

THAT the Mayor and Corporate Officer be authorized to execute the agreement on behalf of the City.

Respectfully submitted,

Geoff Garbutt, M.Pl., MCIP, RPP
Chief Administrative Officer

BACKGROUND:

The City has had a Mutual Aid Agreement with 19 Wing since 1997. Over time it had been merged into one agreement with all the valley fire departments. At the request of the Canadian Armed Forces this renewal has been broken out to individual agreements with each community.

The City has been providing and receiving mutual aid service through our Mutual Aid Agreements for decades, and has been beneficial to all parties involved over the years. The Renewal of this agreement will allow us access to additional resources during those rare incidents that would exceed our available resources.

DISCUSSION:

The pre-existing agreement with the Department of National Defence has expired. Staff consider this agreement to be a straightforward renewal of a longstanding fire service agreement, and are recommending approval.

FINANCIAL IMPLICATIONS:

There are no additional financial impacts relating to renewal of the agreement, and cost recovery provisions are included in the agreement.

ADMINISTRATIVE IMPLICATIONS:

There are no administrative implications.

ASSET MANAGEMENT IMPLICATIONS:

None.

STRATEGIC PRIORITIES REFERENCE:



- **Area of Control**
The policy, works and programming matters that fall within Council’s jurisdictional authority to act.

OFFICIAL COMMUNITY PLAN REFERENCE:

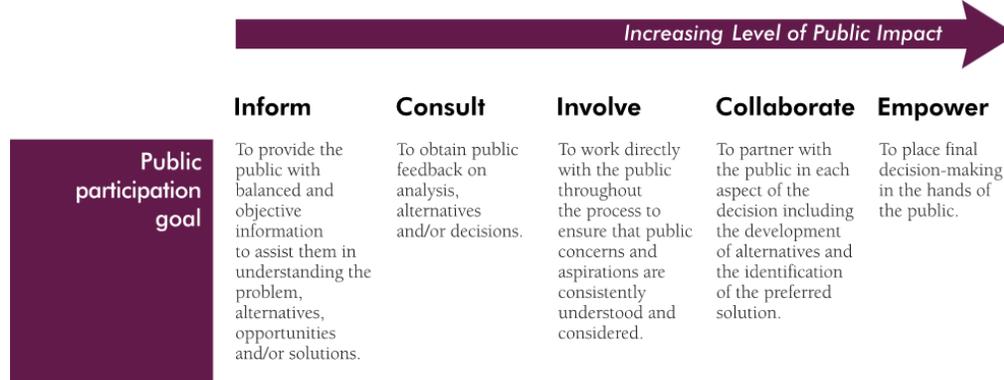
Statutory in nature.

REGIONAL GROWTH STRATEGY REFERENCE:

Statutory in nature.

CITIZEN/PUBLIC ENGAGEMENT:

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



OPTIONS:

OPTION 1: THAT based on the June 7, 2021 staff report "19 Wing Mutual Aid Agreement - Fire Services", Council approve OPTION 1 and the attached agreement between the City and the Minister of National Defence (19 Wing); and

THAT the Mayor and Corporate Officer be authorized to execute the agreement on behalf of the City (Recommended).

OPTION 2: THAT Council refer the agreement back to staff for changes.

Prepared by:



Donald. A. Bardonnex
Fire Chief

Reviewed by:



Geoff Garbutt, M.Pl., MCIP, RPP
Chief Administrative Officer

Concurrence by:



Geoff Garbutt, M.Pl., MCIP, RPP
Chief Administrative Officer

Attachments:

1. Wing Commander Letter
2. Mutual Aid Agreement (renewal)
3. 2014 Memorandum of Understanding (MOU) between the Department of National Defence and the City of Courtenay



National Defence
Défense nationale

19 Wing Comox
PO Box 1000 Station Main
Comox, BC V0R 2K0

3440 (19 Wing Fire Chief)

20 April 2021

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

Dear Mayor,

This letter is to introduce the Mutual Aid Agreement between 19 Wing Comox and the City of Courtenay.

The Mutual Aid Agreement from 2012 has expired and the Canadian Armed Forces (CAF) and Assistant Deputy Minister (Infrastructure & Environment) has produced a standard Mutual Aid Agreement across all CAF Fire Departments to be signed with the City of Courtenay.

The agreement outlines the procedures for the following:

1. Request for assistance;
2. Period of assistance;
3. Financial provision;
4. Liability;
5. Training on equipment;
6. Amendment and review;
7. Duration and termination; and
8. Specific condition.

The Mutual Aid Agreement also includes the following schedules:

1. List of Resources Potentially Available;
2. List of Fire Departments and Respective Points of Contact;
3. Initial Use of Emergency Resources;
4. Reimbursement Rates for Emergency Recourses for the Municipalities Fire Departments;
and
5. Reimbursement Rates for Emergency Resources for 19 Wing Fire Department.

The Mutual Aid Agreement will establish the proper legal response procedures in order to respond to emergencies in proper jurisdiction. Questions regarding this agreement can be directed to the 19 Wing Fire Chief at 250-339-8211, extension 8552.

Sincerely,



D.J.J. Poitras
Colonel
Wing Commander

Enclosure: 1

MUTUAL AID AGREEMENT

This Memorandum of Agreement, made in duplicate, this ____ day of _____, 20__

BETWEEN:

HER MAJESTY THE QUEEN in right of Canada as represented by the Minister of National Defence (hereinafter referred to as “the **Minister**”).

AND:

MUNICIPALITY OF CITY OF COURTENAY in the Province of British Columbia

WHEREAS the Minister maintains a Fire Department for the protection of the 19 Wing Comox;

AND WHEREAS the City of Courtenay maintains a Fire Department for protection within their fire protection area;

AND WHEREAS the parties wish to arrange for mutual assistance in fire emergencies; and

NOW THEREFORE, in consideration of the premises and of the mutual undertaking hereinafter, the PARTIES HERETO AGREE each with the other as follows:

Request for assistance

1. Subject to the availability of firefighters and equipment, as listed in Schedule “A” titled “List of Resources Potentially Available – by Fire Department”, each party will respond to a call for assistance as may be requested by another party in a fire emergency, but nothing contained in this Agreement shall require a party to provide personnel or equipment where firefighting resources are deemed unavailable. Points of contacts for assistance calls are identified in Schedule “B”.
2. The Senior Fire Officer of the party receiving a request for assistance shall have sole discretion to determine what assistance can be given and what firefighters and equipment can be made available, and shall have the right to withdraw such assistance when and to the extent that, in their judgement, circumstances and responsibilities require them to do so. In this Agreement the expression “Senior Fire Officer” means, in the absence of such officer, the Fire Chief, the deputy or any other person discharging duties or responsibilities during the period of assistance.
3. Any call for firefighting assistance purporting to be made by the Senior Fire Officer of a party shall constitute a request for assistance pursuant to this Agreement.
4. At the fire ground, personnel and equipment of the assisting party shall remain under the direction of its Senior Fire Officer available at the fire scene to the Senior Fire Officer of the party requesting assistance.
5. In the case where assistance is provided, the parties agree that the initial use of resources will be done in accordance with Schedule “C”.

Period of Assistance

6. For purposes of this Agreement, the period of assistance shall be deemed to commence at the time the call for assistance is received by the fire department of the assisting party and will end at the time the fire department of the assisting party arrives at its home fire hall, exclusive of any period during which its equipment may be immobilized at the fire ground by reason of accident or mechanical breakdown, or during which it may be prevented by mechanical defects or deficiencies in its equipment from useful employment in fighting the fire.

Financial Provision

7. Upon receipt of a detailed statement of account certified by the Senior Fire Officer of the assisting party in response to a request for assistance made under the terms of paragraph 3, the requesting party shall:
 - a. As per Schedule “D” titled “Reimbursement Rates for Emergency Resources for the Municipalities Fire Departments“ and Schedule “E” titled “Reimbursement Rates for Emergency Resources for 19 Wing Fire Department”, as amended from time to time (preferably annually, where possible); and
 - b. Reimbursement of costs of all consumables used for the benefit of the requesting party, as related to the request.
 - c. In the event that the Minister provides firefighter personnel as requested, the Minister will be required to backfill these personnel for operational purposes and as a result any incremental costs related to this backfill will be the responsibility of the requesting Municipality.

Liability

8. The parties agree that they will not use C8 Class B foam when answering a request for assistance.
9. No party shall have or assert any claim against another party for loss, damage, or injury to persons or property attributable to the performance of this Agreement.
10. The party requesting assistance shall indemnify and save harmless the assisting party from and against any and every claim or demand by a person not a party to this Agreement that:
 - a. Is based on an event that occurs during a period of assistance as defined in paragraph 6; and
 - b. Is attributable to, or in any way connected with, the performance by a party of its obligations under this Agreement,

provided, however, that the expression “claim or demand” shall not for purposes of this clause include an assessment by the Workers Compensation Board of the Province.

11. Notwithstanding any other provision of this Agreement, this Agreement is subject to the *Crown Liability and Proceedings Act*. In no event shall the liability of Her Majesty, her officers, employees, servants, and agents, including but not limited to all members of the Department of National Defence, exceed or conflict with the provisions of the *Crown Liability and Proceedings Act*. If there is a conflict between this Agreement and the provisions of the *Crown Liability and Proceedings Act*, the provisions of the *Crown Liability and Proceedings Act* shall prevail and the terms within this Agreement that are inconsistent with the *Crown Liability and Proceedings Act* shall be superseded or varied to the extent necessary to give full effect to such Act but otherwise consistent with this Agreement.

Training on Equipment

12. It is agreed that having personnel from all parties trained on the other parties’ equipment is essential to ensure the safety of all personnel and efficient work during an emergency. Training required will be determined by the Senior Fire Officer of each party and may be completed on all equipment and at another party’s location. All parties to this Agreement assume all liability for their personnel and equipment during the training.
13. The Senior Fire Officers of the parties hereto shall be responsible for such mutual consultation and the adoption of such measures as they deem expedient in order to

familiarize the firefighters of each party with the fire risks and the fire protection facilities available to assist them in the area for which the other parties hereto are responsible.

Amendment and Review

14. This Agreement shall be reviewed every two (2) years from the date of signing by the parties at a time of their choosing. It may be amended only with the written consent of all parties.

Duration and Termination

15. This Agreement shall become effective on the date of the last signature and shall remain in force until it is terminated. It may be terminated at any time by a party giving to the others a written notice specifying therein a date of at least three (3) months from the giving of such notice upon which this Agreement is to terminate, and on the date so specified this Agreement shall be at an end, but without prejudice to any right of another party arising hereunder prior to termination.

Specific Condition

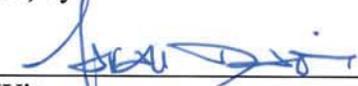
16. No bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into this Memorandum of Agreement.

IN WITNESS THEREOF this Agreement has been executed

On behalf of Her Majesty the Queen in right of Canada, by



19 Wing Commander



Witness

This 20 day of April 2021

On behalf of The City of Courtenay, by

Mayor

Director of Legislative Services

This ____ day of _____ 20..._____

Schedule "A"

List of Resources Potentially Available – by Fire Department

The City of Courtenay:

Truck Number and Function	Year	Make	Pump Capacity	Water Tank Size
10 (Rescue pumper)	2015	Spartan	2250 GPM	960 Gallons
11 (Pumper)	1995	Spartan	1250 GPM	500 Gallons
12 (75' Aerial)	2002	Smeal	2100 GPM	500 Gallons
14 (Tanker)	2006	Freightliner	500 GPM	2000 Gallons
15 (Engine)	2008	Spartan	2250 GPM	960 Gallons
16 (Duty Officer)	2014	Pick Up 4x4	N/A	N/A
17 (1 Ton Wildland Unit)	2020	Chevy Kimtek	130 GPM	200 Gallons
18 (Deputy Chief)	2016	Chevy Tahoe	N/A	N/A
19 (Fire Chief)	2018	Chevy Tahoe	N/A	N/A
71 (Rescue)	2014	Spartan	N/A	N/A
72 (Prevention)	2018	Chev Silverado	N/A	N/A
73 (Training)	2015	Nissan Van	N/A	N/A
74 (Air Trailer)	2016	Forest River	N/A	N/A

19 Wing Comox

Truck Number and Function	Year	Make	Pump Capacity	Water Tank Size	Foam Tank Size
Red 1	2010	E-One	6000 L/Min	3785 L	2x 130 L
Red 4 (Aerial)	2018	Rosenbauer T-Rex 115'	7000 L/Min	1200 L	N/A
R 15 Command Vehicle	2010	Ford F-450	N/A	N/A	N/A
R-14	2014	F-350 Light Rescue	N/A	N/A	N/A

R 16 (Range Vehicle) (Brush fire)	2014	Dodge Ram 1500 Utility Vehicle	N/A	N/A	N/A
R 7	2012	E-One	5678 L/Min	12000 L	1500 L
R8	2009	E-One	5678 L/Min	6000 L	776 L
R9	2009	E-One	5678 L/Min	6000 L	776 L
R10	2009	E-One	5678 L/Min	6000 L	776 L
HAZMAT Trailer	2000	N/A	N/A	N/A	N/A

Schedule "B"

List of Fire Departments and Respective Points of Contact (POC)

19 Wing Fire Department

Title	Name	Business	Mobile	Email
Fire Chief	Martin Letourneau	250-339-8211;8552	250-465-8185	Martin.letourneau@forces.gc.ca
Deputy Fire Chief	Kenneth Munro	250-339-8211;6698	250-897-2943	Kenneth.munro@forces.gc.ca

The City of Courtenay

Title	Name	Business	Mobile	Email
Fire Chief	Don Bardonnex	250-334-2513	250-897-5340	dbardonnex@courtenay.ca
Deputy Fire Chief Ops	Kurt MacDonald	250-334-2513	250-703-1891	kmacdonald@courtenay.ca
Deputy Fire Chief Training	Dennis Henderson	250-3342513	250-334-6691	dhenderson@courtenay.ca

Schedule "C"

Initial Use of Emergency Resources

Initial Use of Emergency Resources			
Building or Location	On the territory of	Initial Response	With the help of
On or along Highway...	M/DND	M	19W
Streets ... in Married Quarters Area	DND	19W	M
Married Quarters	DND	DND/M	M
Streets ... in Married Quarters Area	DND	DND/M	M
Married Quarters	DND	DND/M	19W/M
CANEX	DND	DND/M	19W/M
Sport building	DND	DND/M	19W/M
Off DND	M	M	19W

19W: 19 Wing Comox

M: Municipality

DND: Department of National Defence

Schedule "D"

**Reimbursement Rates for Emergency Resources
for the Municipalities Fire Departments**

Emergency Resource reimbursement rates are as per the Province of BC document "Inter-Agency Operational Procedures and Reimbursement Rates" as amended from time to time.

Specialized Emergency Resource reimbursement rates are as follows:

Fireboat with a minimum of two firefighters	\$495.00 /hour
Hazmat Unit, tow vehicle & four firefighters	\$440.00/hour
Air Trailer	\$250/hour

MEMORANDUM OF UNDERSTANDING AMONG

THE DEPARTMENT OF NATIONAL DEFENCE
(As represented by the Commander 19 Wing Comox)

AND

The Comox Valley Regional District
(As Represented by the fire departments listed at Schedule A to
this Arrangement)

AND

The City of Courtenay

AND

The Town of Comox

AND

The Corporation of the Village of Cumberland

AND

The Union Bay Improvement District

AND

The Ships Point Improvement District

AND

The City of Campbell River

CONCERNING:

**RECIPROCAL FIRE FIGHTING AND RESCUE SUPPORT BETWEEN
LOCAL FIRE DEPARTMENTS WITHIN THE COMOX VALLEY AND
CAMPBELL RIVER REGION**

WHEREAS:

- A. The Non-Department of National Defence (DND) Participants, as reflected on the title page and the DND signatories will be hereafter jointly referred to as the “**Participants**”.
- B. The DND maintains a fire and rescue department for the protection of the Defence establishment known as 19 Wing (19 Wg) and Canadian Forces Base (CFB) Comox in the Province of British Columbia;
- C. The Non-DND Participants maintain fire departments for their respective and joint protection;
- D. There would be a benefit in the form of improved safety and fire protection for the area from such an arrangement between all participating local authorities of this arrangement;
- E. The participants wish to arrange for mutual assistance in emergency fire and rescue services;

And

- F. The Non-DND Participants will become, individually and collectively, an active participant with the DND upon their respective acceptance of the provisions of this Memorandum of Understanding (MoU), through each of their individual signatures herein.

1. INTRODUCTION.

- 1.1 At the request of all Participants herein, this MoU will recognize a standing multi-lateral aid arrangement in the provision of minor emergency services, as defined in this MoU, within the Comox Valley and Campbell River region by collaboratively pooling their respective common and specialized resources when needed, and within their capacity to do so without jeopardizing their own respective jurisdictional areas of responsibility. Through this mutual support arrangement, they may collectively benefit with optimal emergency response capability to the Public beyond the scope of their individual capacity, given otherwise limited individual resources, on a cost recovery basis.

2. STATUS OF ARRANGEMENT

- 2.1 The Participants acknowledge that notwithstanding the wording used in this MoU, neither the MoU as a whole nor any of its parts taken separately are, or ever have been, intended to be a contract and no contractual

obligations are incurred by the Participants as a result of the existence of this MoU.

- 2.2 This MoU is in no way a procurement instrument. Any material procurement resulting from, or required by, the implementation of this MoU must be accomplished in accordance with the applicable national, provincial or territorial contracting laws and regulations.

3. DEFINITIONS

- 3.1 "Area of Jurisdiction" means the territorial area over which each participant has legal authority to provide emergency services.
- 3.2 "Minor Incident" means any call for mutual assistance that is less than approximately six (6) hours in duration, using all available resources of both participants, whereby a minimum amount of consumables and manpower are typically used by each (including fuel), such that any costs associated with support can reasonably be expected to be absorbed by each respective participant. Notwithstanding, the Providing Department retains the benefit to seek cost recovery under the provisions of this Arrangement.
- 3.3 "Major Incident" means any call for mutual assistance that substantively exceeds (or would likely exceed) the definition of "minor incident". Such incident, when DND is called upon, falls outside the provisions of this Arrangement, but within the auspices of Aid to the civil power, is administered as a high level Provision of Services (POS) to the Public by DND, and requires Ministerial approval. Accordingly, it requires official request by the Non-DND Participant(s) to the Minister of National Defense (MND), at an administrative level, through the applicable Municipality/Province. This does not preclude concurrent and immediate response request, from Fire Chief to Fire Chief, at the operational level, while awaiting the administrative request process for approval.
- 3.4 "Consumables" includes, but is not limited to foam and absorbents, and does not include water.
- 3.5 "Emergency" includes, but is not limited to, confined space rescue, Light Urban Search and Rescue (LUSAR,) high-angle rescue, Hazardous Material (HAZMAT) response water rescue, fire suppression, and any other fire, safety and rescue response determined appropriate to engage such emergency services.
- 3.6 "Emergency Resources" means persons and equipment designated by a Providing Department for the purpose of providing assistance to a

Requesting Department, all or a portion of which may be made available to a Requesting Department to assist in such an emergency.

- 3.7 “Officer in Charge” means the Officer in Charge of a fire department at the time of a request.
- 3.8 “Participant” means any participating signatory to this Arrangement, inclusive of its personnel, and volunteer agents, and does not include contractors.
- 3.9 “Providing Department” means a participant fire department providing assistance at the time of a request under the provisions of this Arrangement.
- 3.10 “Requesting Department” means any participant fire department requesting assistance at the time of a request under the provisions of this Arrangement.

4. OBJECTIVES AND SCOPE

- 4.1 The increasing complexity of emergency response services makes it virtually impossible for any one single jurisdiction to be able to provide adequate resources for every potential scenario they may face within their jurisdiction. These complex emergencies often require “specialized” resources that may not be available from within the jurisdiction in which they occur. Large or multiple fires and emergencies may also quickly exhaust the resources of a single jurisdiction. Other emergencies may require specialized equipment or other resources.
- 4.2 **Primary Objective.** Emergency response frequently requires a rapid deployment of resources. This Arrangement is intended to minimize response delay and maximize resources available, through the securing of additional or specialized resources from a number of potential fire departments within the Comox Valley and Campbell River regions in cases where such emergency outstrips a local capacity.
- 4.3 The Non-DND Participants, individually and collectively, acknowledge herein that a request for assistance in a major incident, as defined above, falls outside the provisions of this Arrangement, but within the auspices of Aid to the Civil Power, is administered as a high level Provision of Services (POS) to the Public by DND, and requires Ministerial approval. Accordingly, it requires official request by the Non-DND Participant(s) to the Minister of National Defense (MND), at an administrative level, through the applicable Municipality/Province. The MND is not mandated to replace the responsibility of the Municipality or Province in its capacity to provide emergency assistance. Therefore, the requesting

Municipality/Province must be aware of its responsibility to remunerate the MND for costs associated with the request, when an incident overwhelms the capacity of the responsible agent(s). Notwithstanding, response to any emergency assistance that exceeds the capacity of the Municipality/Province will not be delayed or withheld, through request from Fire Chief to Fire Chief at the operational level, solely for the purpose of awaiting formal administration of a POS Agreement.

- 4.4 The Participating fire departments that are signatories to this Arrangement have a broad range of resources and expertise within their respective fire departments. In order to ensure fairness to all taxpayers, it is intended that equipment, firefighters and supplies be provided to a Requesting Department on a cost recovery basis for minor events, as defined above under "Definitions".

5. ORGANIZATION AND MANAGEMENT

- 5.1 The Requesting Department has certain powers and authorities within its own area of jurisdiction. In order to provide an efficient response, the intent of this Arrangement is that the members of the Providing Department will retain direct command and control of its assets, but work under the direction of the requesting Department at an Emergency.
- 5.2 The Officer in Charge of each participating fire department will be responsible for mutual consultation and the adoption of such measures as they determine efficient and effective, in order to train and familiarize their firefighters, at their own department's cost, on other departments' fire and rescue risks and the fire and emergency protection available to meet them in the area for which the other participating fire departments are responsible.
- 5.3 Where the Officer in Charge of a participating fire department determines that an Emergency exists that is, or is expected to extend beyond the capabilities of his/her resources, he/she may request additional Emergency Resources from an Officer in Charge representing any other participating fire department(s).
- 5.4 Any call for fire fighting or rescue assistance purporting to be made to or by the Officer in Charge of the fire department of the DND will constitute a request for such assistance pursuant to this Arrangement.
- 5.5 Subject to the availability of firefighting and rescue resources that may be otherwise occupied to capacity with fire fighting or rescue services within their own respective areas of responsibility, each participant will respond to a call for assistance with such firefighters and equipment as may be requested by the requesting participant fire department in a fire or

rescue emergency, but nothing in this Arrangement will be interpreted as *“requiring”* any other participant fire department to supply Emergency Resources to a Requesting Department.

- 5.6 The Officer in Charge of a participating fire department receiving a request for Emergency Resources may, at their sole discretion, determine if they can fulfill the request, determine what assistance can be provided, and determine what resources can be made available. If the Providing Department determines it is unable to fulfill the request, that decision will be communicated to the Requesting Department, informally by email, even if necessary as follow-up to an emergency call.
- 5.7 The Officer in Charge of a Providing Department will retain the option at all times to withdraw such assistance when and to the extent that, in good judgment, circumstances and responsibilities require him/her to do so.
- 5.8 An Officer in Charge of a Requesting Department will immediately release from active assistance a Providing Department(s) if their Emergency Resources are required in their own area(s) of responsibility.
- 5.9 A Requesting Department will advise a Providing Department in a timely manner when their Emergency Resources are no longer required, and they will not typically require the Providing Department for clean-up.
- 5.10 Though the Providing Department retains command and control of its assets, a Requesting Department's Officer in Charge has the authority to provide direction to the Emergency Resources of the Providing Department(s) until such time as the Requesting Department notifies the Providing Department(s) that their Emergency Resources are no longer required, or until such time as a Providing Department exercises their responsibility to withdraw assistance.
- 5.11 At the fire or rescue ground, the Providing Department(s) will remain under the direction of its own respective Department's Officer in Charge, who will be available to the Officer in Charge of the Requesting Department.
- 5.12 For purposes of this Arrangement, the period of assistance will commence 10 minutes before arrival of the Providing Department at the fire or rescue ground and will end 10 minutes after the departure of the Providing Department from the fire or rescue ground, exclusive of any period during which its equipment may be immobilized at the fire or rescue ground by reason of accident or mechanical breakdown, or during which it may be prevented by mechanical defects or deficiencies in its equipment from useful employment in rescue or fighting a fire.

6. CLAIMS

- 6.1 Each Participant under this Arrangement hereby waives all claims against each other Participant for injury to or death of personnel and for damage to or loss of property caused by personnel, including volunteer agents of those Participant(s). If however, such injury, death, damage, or loss results from reckless acts or reckless omissions, willful misconduct, or gross negligence of a Participant's personnel or agents, the cost of any resulting claims will be borne by that Participant alone.
- 6.2 Claims from any other persons for injury, death, damage, or loss of any kind will be processed by the most appropriate Participant, as determined by the Participants. Any costs determined to be owed to the claimant(s) will be borne by the Participant(s) in such proportions as determined by the Participants at that time. If however, such injury, death, damage, or loss results from reckless acts or reckless omissions, willful misconduct, or gross negligence of a Participant's personnel including its' volunteer agents, the cost of any resulting claims will be borne by that Participant alone.

7. FINANCIAL ARRANGEMENTS

- 7.1 Where a Providing Department provides Emergency Resources to a Requesting Department, the Requesting Department will reimburse the Providing Department as requested for those Emergency Resources utilized in accordance with the following:
- (a) As per Schedule 'B' titled "Reimbursement rates Emergency Resources" as amended from time to time (preferably annually, where possible); and
 - (b) Replacement or costs of all Consumables used for the benefit of the Requesting Department, as related to the request;
- 7.2 Participants will submit an invoice within 30 days of the Emergency assistance. If the assistance was provided by DND to Non-DND participants during the month of December for which reimbursement of costs are necessary, the DND invoice to Non-DND Participant(s) will be made in writing prior to the (10th) tenth day of January immediately following. Conversely, if the assistance was provided to DND by Non-DND Participants during the month of March for which reimbursement of costs are necessary, the non-DND providing department's invoice to DND will be made in writing prior to the (10th) tenth day of April of that same year.

- 7.3 The participants will reconcile accounts applicable to the use of this Arrangement, with regards to section 7.1(a) at the end of each calendar year. Participating Fire Departments will be invoiced before 10 January of each year and payment is due within 30 days of receipt of the invoice.
- 7.4 For replacement of Consumables in accordance with section 7.1(b), an invoice will be provided by the providing Department(s) to the Requesting Department within 90 days of the emergency assistance and payment will be due within 30 days of receipt of the invoice.
- 7.5 Any Participant may, at their sole discretion, decide not to invoice any other Participant for the above items identified in Section 7.1.

7.6 Invoicing Instructions.

7.6.1 Payment will only be made upon submission of a satisfactory invoice duly supported by specified release documents and other documents called for under this MoU. Invoices will be submitted on the invoicing Participants own invoice form. Invoices will be prepared to show:

- i. The date;
- ii. Invoice Number;
- iii. Name and address of the client department;
- iv. MoU reference number;
- v. The amount invoiced with a breakdown showing Harmonized Sales Tax (HST);
- vi. Client Reference Number (CRN); and
- vii. Date(s) and Address(es)/location(s) of the incident(s).

7.6.2 Invoicing Participants will forward one (1) original and one (1) copy of the invoice, together with requisite attachments, to the Requisitioning Authority (Fire Chief), using mailing addresses identified at Schedule D.

8. DISCLOSURE AND USE OF TECHNICAL INFORMATION

- 8.1 Although the Non-DND Participants, individually and collectively, may be required to maintain all financial reconciliation and payment records for two or more years, the DND will retain all correspondence related to the provisions of this Arrangement, including financial reconciliations and payment records, for a minimum of six (6) Fiscal Years. These records will be made available to the Officer in Charge of any participating fire department involved in a request for assistance.

- 8.2 In concert with the intent of the Comox Valley Fire and Rescue Services Agreement dated the 9th day of May, 2013, all participants to this Arrangement will maintain a list of resources potentially available by participating fire departments, referred to as Schedule C to this Arrangement. This list will be updated periodically (preferably annually, where possible) and made available to the Officer in Charge of each participating fire department.
- 8.3 In concert with the intent of the Comox Valley Fire and Rescue Services Agreement dated the 9th day of May, 2013, all participants to this Arrangement will maintain a list of each participating fire department and their respective points of contact, referred to as Schedule D to this Arrangement. This list will be updated periodically (preferably annually, where possible) and made available to the Officer in Charge of each participating fire department.

9. DIFFERENCES IN INTERPRETATION AND APPLICATION

- 9.1 The Participants will resolve any differences in the interpretation or implementation of this MoU through consultations and will not be referred to a national tribunal or any other third party for settlement.

10. AMENDMENT

- 10.1 This Arrangement will be in effect in concert with the Comox Valley Fire and Rescue Services Agreement dated the 9th day of May, 2013. Notwithstanding, the DND is not bound by any provisions of the Comox Valley Fire and Rescue Services Agreement dated the 9th day of May, 2013.
- 10.2 This Arrangement may be amended only with the mutual written consent of all participants. Such Arrangement by Non-DND Participants to an amendment will be supported by the individual acceptance by all of its representing fire departments.

11. DURATION, WITHDRAWAL AND TERMINATION

- 11.1 The duration of this Arrangement will be for five (5) years commencing as soon as the last Non-DND Participant signs and will remain in effect until it expires, or earlier if terminated within the provisions of this Arrangement.
- 11.2 Any Participant may withdraw from this Arrangement by giving to all other Participants of this Arrangement at least thirty (30) days written notice. At the time of withdrawal/termination of this Arrangement, the withdrawing/terminating Participant will provide a final invoice to the

receiving Participant for any outstanding items that have not yet been cost recovered.

- 11.3 Notwithstanding item 11.2, the DND may terminate this MoU at any time for reasons of military operational responsibilities or requirements without notice.

12. EFFECTIVE DATE AND SIGNATURE

- 12.1 This MoU will come into effect on the date of the when ALL Participants have signed.

DEPARTMENT OF
NATIONAL DEFENCE

2 Dec 2013

Date



J.C. Benninger, Colonel
Wing Commander, 19 Wing Comox
(National Defence)



C.T. Whitecross
Major General
Acting Assistant Deputy Minister
(Infrastructure and Environment)
(National Defence)

COMOX VALLEY REGIONAL
DISTRICT (CVRD)

May 26 / 14

Date



James Warren
Corporate Legislative Officer



Edwin Grieve
Chair

The Corporation of
The City of Courtenay

June 10, 2014

Date



John Ward
Director of Legislative Services

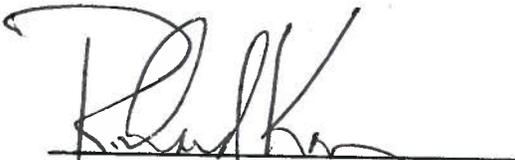


Larry Jangula
Mayor

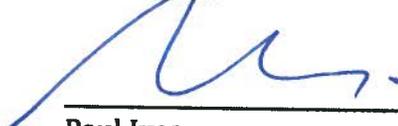
The Corporation of
The Town of Comox

May 26/14

Date



Richard Kanigan
Chief Administrative Officer

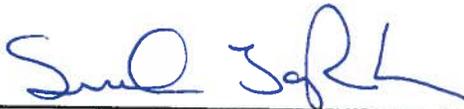


Paul Ives
Mayor

The Corporation of
The Village of Cumberland

May 26 2014

Date



Sundance Topham
Corporate Officer



Leslie Baird
Mayor

The Corporation of
The Union Bay Improvement District

May 26, 2014
Date



Kevin Douville
Administrator



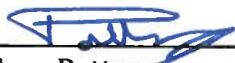
Carol Molstad
Chair

The Corporation of
The Ships Point Improvement District

MAY 26 - 14
Date



Frank Green
Finance Chair



Gary Patterson
Chair

The Corporation of
The City of Campbell River

May 26 2014
Date



Peter Wipper
City Clerk



Walter Jakeway
Mayor

Schedule "A"

**List of Participating Fire Departments under
the Comox Valley Regional District (CVRD)**

For the purposes of this Arrangement, The Comox Valley Regional District ("the CVRD") is represented herein, individually and collectively, by the following participating Fire Departments:

Denman Island Fire Protection LSA:

Bylaw No. 2105, a bylaw to provide fire protection and suppression for the residents of Denman Island

And Hornby Island Fire Protection LSA:

Bylaw No. 2012, a bylaw to provide fire protection and suppression for the residents of Hornby Island

And Fanny Bay Fire Protection LSA,

Bylaw No. 416, a bylaw to authorize the provision of fire protection service to a specified area within Electoral Area 'A'

And Black Creek/Oyster River Fire Protection LSA,

Bylaw No. 176, a bylaw to authorize the provision of fire protection service to a specified area within Electoral Areas 'C' and 'D'

Schedule "B"

Reimbursement Rates for Emergency Resources

The rates provided herein are based on local market value rates as at 2013. Rates for resources not listed herein, shall be based as per the DND Cost Factors Manual (CFM) and updated in accordance with the DND Economic Model.

Ladder/Quint Truck with minimum of (4) four firefighters	\$746.00/hour
Engine with minimum of (4) four firefighters	\$537.00/hour
Major Foam Vehicle with (3) three firefighters	\$800.00/hour
Tender/tanker minimum of (2) two firefighters	\$333.00/hour
Mini pump / bush truck with minimum of (2) two firefighters	\$189.00/hour
Fireboat with minimum of (2) two firefighters	\$495.00/hour
Hazmat "A" trailer, tow vehicle and (4) four firefighters	\$540.00/hour
Hazmat "B" trailer, two vehicle and (4) four firefighters	\$440.00/hour
Rescue vehicle with minimum of (2) two firefighters	\$330.00/hour
LUSAR equipment with minimum of (6) six firefighters	\$ 400.00/hour
Additional manpower as required	\$34.00/person/hour

Schedule "C"**List of Resources Potentially Available – by Fire Department****Denman Island Fire Protection, Local Service Area (LSA):**

Truck Number and Function	Year	Make	Pump Capacity	Water Tank Size
50 (Rescue)	2003	Tracker		
51 (Tanker)	1978	Ford/Superior	650 GPM	1000 Gallons
53 (Engine)	2013	Ford	425 GPM	250 Gallons
55 (Engine)	2000	GM/Superior	850 GPM	750 Gallons
54 (Tanker)	2007	Freightliner	420 GPM	1700 Gallons

Hornby Island Fire Protection LSA:

Truck Number and Function	Year	Make	Pump Capacity	Water Tank Size
61 (Engine)	2003	Freightliner	1050 GPM	1000 Gallons
62 (Tanker)	1996	Ford	425 GPM	1500 Gallons
63 (Medical)	1999	Ford		
64 (Rescue)	1981	International	all portable pumps	none
65 (Duty Officer)	1995	Chevy 4x4 PU	CAFS	40 Gallons

Fanny Bay Fire Protection LSA:

Truck Number and Function	Year	Make	Pump Capacity	Water Tank Size
81 (Engine)	1997	GMC	840 GPM	800 Gallons
84 (Tanker)	1984	Ford	No pump	1600 Gallons

DND IDENTIFICATION NUMBER: 2013070010

Black Creek/Oyster River Fire Protection LSA:

Truck Number and Function	Year	Make	Pump Capacity	Water Tank Size
#41 Engine	1996	Volvo	1050 GPM	900 Gallons
#42 Engine	2000	International	1050 GPM	1000 Gallons
#43 Rescue	2003	Ford	N/A	N/A
#44 Tanker	1995	Autocar	Not rated	3500 Gallons
#45 DO Vehicle	2004	2003 Yukon		
Chief's	1998	Jeep Cherokee		
Wildfire Trailer	2007	Legend		

The City of Courtenay:

Truck Number and Function	Year	Make	Pump Capacity	Water Tank Size
10 (Inspections)	2010	Colorado 4X4		
11 (Engine)	1995	Spartan	1050 GPM	500 Gallons
12 (Aerial Ladder)	2002	Spartan	1750 GPM	500 Gallons
13 (Engine)	1988	Ford	1050 GPM	500 Gallons
14 (Tanker)	2006	Freightliner	500 GPM	1750 Gallons
15 (Engine)	2008	Spartan	1900 GPM	800 Gallons
16 (Duty Officer)	2006	Pick Up 4 X 4		
18 (Deputy Chief)	2008	Colorado 4X4		
19 (Fire Chief)	1995	Chev Tahoe		
71 (Rescue)	1992	Spartan		

DND IDENTIFICATION NUMBER: 2013070010

The Town of Comox:

Truck Number and Function	Year	Make	Pump Capacity	Water Tank Size
30 (Fire Prevention)	2013	Dodge Challenger		
32 (Duty Officer)	2007	Dodge Ram 3/4	4 X 4	30 gallons
33 (Engine)	1996	Freightliner	1050 GPM	800 Gallons
34 (Engine)	2010	Spartan	1750 GPM	700 Gallons
35 (Ladder, 65')	2002	Freightliner	1500 GPM	500 Gallons
36 (Rescue)	1986	GMC	Staging /Rehab	
37 (Utility vehicle)	1998	Dodge Ram	4 X 4	30 gallons
38 (Rescue)	1994	GMC Chevrolet	4 X 4	30 gallons
Trailer #131	2002	Level B Hazmat		
39 (Fire Boat)	1992	Atlas Skiff	500 GPM	
Trailer #132	2004	Interface Fire		

The Corporation of the Village of Cumberland:

Truck Number and Function	Year	Make	Pump Capacity	Water Tank Size
3 (Engine)	2000	International	1050 GPM	900 Gallons
4 (Rescue)	1998	GMC		
5 (Chief)	2003	Ford		
6 (Engine)	1994	Freightliner	1050 GPM	700 Gallons
7 (Tanker)	2001	International	500 GPM Portable	1700 Gallons
8 (Fire boat)	2006 115	Evinrude E-Tec	250 GPM portable	

DND IDENTIFICATION NUMBER: 2013070010

The Union Bay Improvement District:

Truck & Function	Year	Make	Pump Capacity	Water Capacity
# 24 Pumper	1990	Ford 8000	1050 GPM	800 gallons
# 25 Pumper	1990	Ford FL-80	1000 GPM	800 gallons
Rescue 28	2009	Ford F-550		
# 27 D/O Command	2005	Dodge Dakota		
# 120	2006	Forestry Trailer		3x 1000 gallons

The Ships Point Improvement District:

Truck Number and Function	Year	Make	Pump Capacity	Water Tank Size
# 5 Pumper	2013	E-1 / Freightliner	1250 GPM	800 Gallons

The City of Campbell River:

Truck Number and Function	Year	Make	Pump Capacity	Water Tank Size
E 11	2009	Crimson/Spartan	2000 USGPM	600 USG
E 12	1987	Hub/Mack	1500 USGPM	600 USG
E 21	1999	Smeal/Spartan	2000 USGPM	600 USG
E 22	1993	Eone	2000 USGPM	600 USG
L 1	1993	Smeal/Spartan	1500 USGPM	600 USG
T 1	2003	Advance Eng./Sterling	700 USGPM	500 USG
R 1	2005	Central States/International		

DND IDENTIFICATION NUMBER: 2013070010

19 Wing Comox

Truck Number and Function	Year	Make	Pump Capacity	Water Tank Size
Red 1 (Engine)	1993	Thibeault	1050 GPM	500 Gallons
Red 4 (aerial)	1994	Thibeault Trac	1050 GPM	500 Gallons
Red 7 (crash truck)	2012	E-One	1500 GPM	1585 Gallons
Red 8 (crash truck)	2012	E-One	1500 GPM	1585 Gallons
Red 9 (crash truck)	2012	E-One	1500 GPM	1585 Gallons
Red-10 (crash truck)	2012	E-One	1500 GPM	1585 Gallons
Red 13 (rescue)	1997	Acterra		
Red 14 (Command Vehicle)	2005	Ford		
HAZMAT Trailer				

Schedule "D"

List of Participating Fire Departments

And Respective Points of Contact (POC)"

Denman Island Fire Protection LSA:**District Office: CVRD, 600 Comox Road, Courtenay BC V9N 3P6**

Title	Name	Business	Mobile	Email
Fire Chief	Don Luckett	250-335-3119	250-334-6562	dluckett@telus.net
Assistant Chief	Rob Mannering	250-335-3150	250-792-2930	
Invoicing	Denman Island Fire Rescue, 5555 Denman Rd, Denman Island, BC, V0R-1T0, , Municipal Office: 250-334-4358, Fax (Fire Dept): 250-335-3305			

Hornby Island Fire Protection LSA:**District Office: CVRD, 600 Comox Road, Courtenay BC V9N 3P6**

Title	Name	Business	Mobile	Email
Fire Chief	Giff LaRose	250-335-1115		gifco@telus.net
Assistant Chief	Doug Chinnery	250-335-3444	250-218-9156	
Invoicing	Hornby Island Fire Department, 3850 Central Rd, Hornby Island, BC, V0R-1Z0, Municipal Office: 250-334-4358, Fax (Fire Dept): 250-335-2611			

Fanny Bay Fire Protection LSA:**District Office: CVRD, 600 Comox Road, Courtenay BC V9N 3P6**

Title	Name	Business	Mobile	Email
Fire Chief	Peter Golden	250-335-1011	250-335-9171	pmgolden@shaw.ca
Assistant Chief	Mike Smith	250-335-1011	250-702-3346	mjbsmith@telus.net
Invoicing	Fanny Bay Volunteer Fire Department, 7512A Cougar Smith Rd, Fanny Bay, BC, V0R-1W0, Municipal Office/Fax: 250-334-4358, Fax (Fire Dept): 250-335-1034			

Black Creek/Oyster River Fire Protection LSA:**District Office: CVRD, 600 Comox Road, Courtenay BC V9N 3P6**

Title	Name	Business	Mobile	Email
Fire Chief	Niels Holbek	250-337-8121	250-334-6547	orchief@telus.net
Assistant Chief	Bruce Green	250-337-8121	250-792-0213	ordeputy@telus.net
Invoicing	Oyster River Volunteer Fire Rescue, 2241 Catherwood Rd, Black Creek, BC, V9J-1J4, Municipal Office & Fax: 250-334-4358			

DND IDENTIFICATION NUMBER: 2013070010

The City of Courtenay:

Title	Name	Business	Mobile	Email
Fire Chief	Don Bardonnex	250-334-2513	250-897-5340	dbardonnex@courtenay.ca
Deputy Fire Chief	Kurt MacDonald	250-334-2513		kmacdonald@courtenay.ca
Invoicing	City of Courtenay, 830 Cliffe Ave, Courtenay, BC, V9N-2J7, Municipal Office: 250-334-4241, Fax (Fire Dept): 250-897-1361			

The Town of Comox,:

Title	Name	Business	Mobile	Email
Fire Chief	Gord Schreiner	250-339-2432	250-218-0814	firehall@comox.ca
Assistant Chief	Jim Lariviere	250-339-2432		jlariviere@comox.ca
Assistant Chief	Rick Shelton	250-339-2432		rshelton@comox.ca
Invoicing	Town of Comox, 1809 Beaufort Ave, Comox, BC, V9M-1R9 Municipal Office: 250-339-7110, Fax (Fire Dept): 250-339-1988			

The Corporation of the Village of Cumberland:

Title	Name	Business	Mobile	Email
Fire Chief	Mike Williamson	250-336-2531		
Assistant Chief	Glen Rodger	250-336-2531		
Invoicing	Corporation of Village of Cumberland, 2673 Dunsmuir Ave, Box 340, Cumberland, V0R-1S0 Fire Dept/Municipal Office & Fax: 250-336-2321			

The Union Bay Improvement District:

Title	Name	Business	Mobile	Email
Fire Chief	Mark Jackson	250-334-2441	250-898-8532	firechief@union-bay.ca
Deputy Fire Chief	Ian Ham	250-335-2345	250-897-8576	
Invoicing	Union Bay Improvement District, 5539 S. Island Hwy, PO Box 70, Union Bay, BC, V0R-3B0 Municipal Office: 250-335-1178, Fax (Fire Dept): 250-335-2505			

The Ships Point Improvement District:

Title	Name	Business	Mobile	Email
Fire Chief	Terry Hoffart	250-335-0551	250-650-1899	thoffart@telus.net
Deputy Fire Chief	Frank Lines	250-335-0551		flines@shaw.ca
Deputy Fire Chief	Bob Timbers	250-335-0551		rltimbers@shaw.ca
Invoicing	Ship's Point Improvement District, 7729 Vivian Way, Fanny Bay, BC, V0R-1W0 Fire Dept/Municipal Office & Fax: 250-335-0551			

DND IDENTIFICATION NUMBER: 2013070010

The City of Campbell River:

Title	Name	Business	Mobile	Email
Fire Chief	Ian Baikie	250-286-6266	250-287-5952	ian.baikie@campbellriver.ca
Deputy Fire Chief	Chris Vrabel	250-286-6266	250-202-0656	Chris.vrabel@campbellriver.ca
Invoicing	Natalie Aalderink, Finance Manager, 301 St. Ann's Rd, Campbell River, BC, V9W-4C7 Municipal Office: 250-286-5760, Fax: 250-286-6741			

19 Wing Comox:

Title	Name	Business	Mobile	Email
Fire Chief	Lieutenant John Paradis	250-339-8211 ext: 8552/8250	250-334-7050	john.paradis2@forces.gc.ca
Deputy Fire Chief	Master Warrant Officer Denis Rutherford	250-339-8211 ext: 6698/8250	250-897-2943	denis.rutherford@forces.gc.ca
Wing Operations	Duty Officer	250-339-8211 ext: 8231/8223		
Invoicing	19 Wing Comptroller, PO Box 1000, Station Main, Lazo, BC, V0R-2K0 Wing Comptroller: 250-339-8118, Fax: 250-339-8224			

THE CORPORATION OF THE CITY OF COURTENAY

BYLAW NO. 3027

A bylaw to amend Zoning Bylaw No. 2500, 2007

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

1. This bylaw may be cited for all purposes as “**Zoning Amendment Bylaw No. 3027, 2021**”.
2. That “Zoning Bylaw No. 2500, 2007” be hereby amended as follows:
 - (a) by rezoning Lot 4, Section 68, Comox District, Plan 15115 (1814 Grieve Avenue), as shown in bold outline on **Attachment A** which is attached hereto and forms part of this bylaw, from Residential One Zone (R-1) to Residential One S Zone (R-1S); and
 - (b) That Schedule No. 8, Zoning Map be amended accordingly.
3. This bylaw shall come into effect upon final adoption hereof.

Read a first time this 3rd day of May, 2021

Read a second time this 3rd day of May, 2021

Public Hearing waived this 3rd day of May, 2021 (pursuant to Section 464 (2) of the *Local Government Act*)

Public Hearing notice of waiver published in two editions of the Comox Valley Record on the 26th day of May, 2021 and the 4th day of June, 2021 (pursuant to Section 467 of the *Local Government Act*)

Read a third time this _____ day of _____, 2021

Finally passed and adopted this _____ day of _____, 2021

Mayor

Corporate Officer

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

Tallina McRae, Development Services Officer
Ministry of Transportation and Infrastructure
Vancouver Island District

650				1742	1741		1725	
1757				1758	1757		1739	1
1773				1774	1773		1753	
1789				579	1789		1767	
							503	
18TH ST								
	630	620	1815	SUBJECT PROPERTY	1815	1814	1815	
			1815		1845	1846	1847	
			1875	1850	1855	1860	1875	
	631	625	1875	1870	565	541	531	1891
19TH ST								

THE CITY OF COURTENAY
ATTACHMENT "A"
 Part of Bylaw No. 3027, 2021
 Amendment to the
 Zoning Bylaw No. 2500, 2007

THE CORPORATION OF THE CITY OF COURTENAY

BYLAW NO. 3041

A Bylaw to Request the Imposition of tax on accommodation under the Provisions of the Provincial Sales Tax Act

WHEREAS the Council of the City of Courtenay wishes to raise revenues for the purpose of financing tourism marketing, programs and projects;

AND WHEREAS a municipality may request that the Lieutenant Governor in Council make a regulation, under section 240 of the Provincial Sales Tax Act, imposing, on behalf of the municipality, an additional tax not exceeding the Council is authorized under provincial legislation to request by bylaw that the Lieutenant Governor in Council make a regulation for an additional tax levy not exceeding two percent (2%) of the purchase price of accommodation sold within the municipality;

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

1. This bylaw may be cited for all purposes as **“City of Courtenay Municipal and Regional District Tax Levy Bylaw No. 3041, 2021”**.
2. The Lieutenant Governor in Council is hereby requested to make a regulation under section 240 of the Provincial Sales Tax Act declaring that effective September 1, 2021, section 123(1) of the said Act applies in respect of accommodation purchased within the City of Courtenay.
3. The tax be imposed under the provisions of the regulation is requested to be not exceeding two percent (2%) of the purchase price of accommodation.
4. The funds paid to the City of Courtenay under the provisions of the regulation shall be applied to tourism marketing, programs and projects.
5. City of Courtenay Additional Hotel Room Tax Levy Bylaw No. 2718, 2012 is hereby repealed.

Read a first time this 31st day of May, 2021

Read a second time this 31st day of May, 2021

Read a third time this 31st day of May, 2021

Finally passed and adopted this day of , 2021

Mayor

Corporate Officer

