

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

**Date:** February 16, 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 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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**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. Councillor Theos - Resolution - Traffic Calming - Crown Isle Community Pilot Project

*"WHEREAS Local Governments on Vancouver Island, Municipalities throughout British Columbia and Canada have reduced speed limits on local roads to improve livability and increase safety, and,*

*WHEREAS the Crown Isle Community has expressed a strong desire to reduce the speed limit within it's neighbourhood, and,*

*WHEREAS reducing the speed limit in the Crown Isle Community to 40 km/h will improve neighbourhood livability, increase road safety, support non-vehicular use such as cyclists and pedestrians, reduce neighbourhood noise levels, increase community interaction and reduce infrastructure costs;*

*THEREFORE BE IT RESOLVED THAT Council direct Staff to report on a strategy to implement a three year reduced speed limit Pilot Project in the Crown Isle Community."*

8.2. Rise and Report - Kus-kus-sum Declaration of Bare Trust and Agency Agreement - Comox Valley Watershed Society, K'omoks First Nation and Corporation of the City of Courtenay

From the February 11<sup>th</sup>, 2021 Closed (In Camera) Meeting - Council Rises and Reports as follows:

*"THAT based on the February 11<sup>th</sup>, 2021 confidential staff report "Kus-kus-sum Declaration of Bare Trust and Agency Agreement" Council approve OPTION 1 as follows:*

*THAT given that Council wishes to partner with the K'omoks First Nation to protect, preserve and enhance the natural treasure known as the Kus-kus-sum, and to acknowledge the preservation work of the Project Watershed Society, Council resolves:*

- 1. to enter into the Declaration of Bare Trust and Agency Agreement dated for reference February 16, 2021 between Project Watershed Society, the K'omoks First Nation, and the Corporation of the City of Courtenay;*
- 2. to acknowledge the terms and conditions of the purchase agreement dated for reference February 16, 2021 between Project Watershed Society and Interfor Corp. that is referred to in the trust agreement; and,*

*THAT pending a Council decision and final agreement among the Parties, that Council rise and report at a future open Council meeting and communicate the accepted agreement through a joint media release."*

8.3. In Camera Meeting

That a Special In-Camera meeting closed to the public will be held February 16<sup>th</sup>, 2021 at the conclusion of the Regular Council Meeting pursuant to the following sub-sections of the *Community Charter*.

- 90 (1) (c) labour relations or other employee relations;
- 90 (1) (k) negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of the council, could reasonably be expected to harm the interests of the municipality if they were held in public.

**9. UNFINISHED BUSINESS**

- 9.1. 2021 Association of Vancouver Island and Coastal Communities (AVICC)  
Virtual AGM & Convention - Call for Resolutions

(All resolutions must be received in the AVICC office by: **Friday, February 26<sup>th</sup>, 2021**)

**10. NOTICE OF MOTION**

**11. NEW BUSINESS**

**12. BYLAWS**

- 12.1. For Third Reading

- 12.1.1. Official Community Plan Amendment Bylaw No. 2996, 2020 - 2700 Mission Road 91

(A bylaw to amend Official Community Plan Bylaw No. 2387, 2005 to change the land use designation from Industrial to Multi Residential and amend Map #2 Land Use Plan - 2700 Mission Road)

- 12.1.2. Zoning Amendment Bylaw No. 2997, 2020 - 2700 Mission Road 93

(A bylaw to amend Zoning Bylaw No. 2500, 2007 to rezone property from Industrial Two Zone (I-2) to Residential Four Zone (R-4); and that Schedule No. 8, Zoning Map be amended accordingly - 2700 Mission Road)

13. ADJOURNMENT

**Minutes of a Regular Council Meeting**

**Meeting #:** R3/2021  
**Date:** February 01, 2021  
**Time:** 4:00 pm  
**Location:** City Hall, Courtenay, BC, via video/audio conference

**Attending:**

**Mayor:** B. Wells, via video/audio conference  
**Council:** 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 Present:** T. Kushner, Interim CAO, via video/audio conference  
W. Sorchta, Corporate Officer, 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  
M. Fitzgerald, Manager of Development Planning, via video/audio conference  
E. Gavelin, Network Technician, via video/audio conference  
R. Matthews, Executive Assistant/Deputy Corporate Officer,  
via video/audio conference

**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.**

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**1. ADOPTION OF MINUTES**

**1.1 Adopt January 18<sup>th</sup>, 2021 Regular Council meeting minutes (0570-03)**

**Moved By** McCollum

**Seconded By** Morin

THAT the January 18<sup>th</sup>, 2021 Regular Council meeting minutes be adopted.

**Carried**

**1.2 Adopt January 25<sup>th</sup>, 2021 Committee of the Whole meeting minutes (0570-03)**

**Moved By** McCollum

**Seconded By** Morin

THAT the January 25<sup>th</sup>, 2021 Committee of the Whole meeting minutes be adopted.

**Carried**

**2. INTRODUCTION OF LATE ITEMS**

**3. DELEGATIONS**

**VARY AGENDA**

**Moved By** Hillian

**Seconded By** McCollum

THAT Council vary the order of the February 1<sup>st</sup>, 2021 Regular Council agenda so that item 4.1.1 Presentation - BC Assessment - 2021 Assessment Roll (*Staff Reports/Presentations*) is received before 3.1 Application to Rezone Property - 310 Hunt Road (Hotel Proposal) (*Delegations*).

**Carried**



**4.1 Financial Services**

**4.1.1 Presentation - BC Assessment - 2021 Assessment Roll**

Maurice Primeau, Deputy Assessor, Vancouver Island Region, BC Assessment, presented information to Council providing an overview of BC Assessment services in Courtenay including the property assessment cycle and key dates, the relationship between property assessments and taxes and the inquiry and appeals process.

Mr. Primeau advised that additional information and resources are available on the BC Assessment website [www.bcassessment.ca](http://www.bcassessment.ca)

The presentation “Overview of Assessment & 2021 Assessment Roll” facilitated by Maurice Primeau, Deputy Assessor, BC Assessment, was received for information.

**3.1 Application to Rezone Property - 310 Hunt Road (Hotel Proposal)**

**Moved By** Cole-Hamilton

**Seconded By** Morin

THAT the delegation presentation to Council by Kevin Brooks, Senior Planner, McElhanney, Len Wansbrough, Applicant, Metropolitan Capital Partners, and Andrea Scott, Principal Architect, Lovick Scott Architects, regarding the application to rezone property at 310 Hunt Road for a hotel proposal, be received for information.

**Carried**

**4. STAFF REPORTS/PRESENTATIONS**

**4.2 CAO and Legislative Services**

**4.2.1 Lease Agreement for the Courtenay Marina - 100 - 20<sup>th</sup> Street (2380-30)**

**Moved By** Hillian

**Seconded By** Morin

THAT based on the February 1<sup>st</sup>, 2021 staff report “Lease Agreement for the Courtenay Marina - 100-20<sup>th</sup> Street”, Council approve OPTION 1 and authorize the attached lease between the Courtenay Marina Society and the City of Courtenay for the property having a legal description of:

- PID: 004-154-665, Lot 1, Section 68, Comox District, Plan 15512; and

THAT staff provide public notice to satisfy the statutory advertising requirements for the disposition of City Lands as per Section 24, 26, and 94 of the *Community Charter*; and,

THAT the Mayor and Corporate Officer be authorized to execute all documentation relating to the lease.

**Carried**

### **4.3 Development Services**

#### **4.3.1 Development Permit with Variances No. 2016 - 4883 Island Highway North and 4886 Topland Road (3060-20-2016)**

**Moved By** Frisch

**Seconded By** McCollum

THAT based on the February 1<sup>st</sup>, 2021 staff report “Development Permit with Variances No. 2016 - 4883 Island Highway North & Topland Road” Council approve OPTION 1 and proceed with issuing Development Permit with Variances No. 2016.

**Carried**

#### **4.3.2 Development Permit with Variance No. 2020 - 880 Comox Road (3060-20-2020)**

**Moved By** Hillian

**Seconded By** Frisch

THAT based on the February 1<sup>st</sup>, 2021 staff report “Development Permit with Variances No. 2020 - 880 Comox Road”, Council approve OPTION 1 and proceed with issuing Development Permit with Variances No. 2020.

**Carried**

#### **4.3.3 Zoning Amendment Bylaw No. 2994 - 310 Hunt Road (3360-20-2002)**

**Moved By** Morin

**Seconded By** Frisch

THAT based on the February 1<sup>st</sup>, 2021 staff report “Zoning Amendment Bylaw No. 2994 - 310 Hunt Road” Council approve OPTION 1 and complete the following steps:

1. That Council give First and Second Reading of "Zoning Amendment Bylaw No. 2994" to create a new CD-31 Zone and rezone the property

legally described as Lot A, Section 14, Comox District, Plan EPP101533 VIP74579 from LUC to CD-31;

2. That Council direct staff to schedule and advertise a statutory Public Hearing with respect to the above referenced bylaw; and,
3. That Final Reading of the bylaw be withheld pending the registration of a Section 219 covenant on the subject property.

**Carried**

**5. EXTERNAL REPORTS AND CORRESPONDENCE FOR INFORMATION**

**5.1 Meeting Invitation - John M Wilson, President & Chief Executive Officer, The Wilson's Group of Companies Re: Island Bus Service**

**Moved By** Hillian

**Seconded By** Frisch

THAT the email dated January 26<sup>th</sup>, 2021 from John M Wilson, President & Chief Administrative Officer, The Wilson's Group of Companies, inviting Mayor Wells to participate in a meeting with The Wilson's Group of Companies and Honourable Rob Fleming, Minister of Transportation and Infrastructure, in support of their proposal asking the Province for a short-term emergency COVID-19 recovery contract to continue providing intercity busing service to the communities they serve on Vancouver Island, be received for information.

**Carried**

**6. INTERNAL REPORTS AND CORRESPONDENCE FOR INFORMATION**

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

**7.1 Councillor Hillian**

Councillor Hillian participated in the following events:

- Comox Valley Social Planning Society meeting
- K'ómoks First Nation (KFN) Main Treaty Table meeting
- Comox Valley Recreation Commission meeting (2 Total)
- CVRD Board meeting (2 Total)
- Comox Valley Coalition to End Homelessness (CVCEH) meeting

- Meeting with Gord Johns MP and Dawn to Dawn Action on Homelessness Society re: metal shipping container home project
- Comox Strathcona Waste Management Board meeting
- City of Courtenay Finance Select Committee meeting #4
- Comox Strathcona Regional Hospital Board meeting
- Comox Valley Community Justice Centre Committee meeting
- Comox Valley Community Foundation Community Enrichment Awards event
- Kus-kus-sum Project Committee meeting
- Virtual Comox Valley Chamber of Commerce 2020 Chamber Awards Gala event

Councillor Hillian mentioned two excellent virtual events that occurred recently: Comox Valley Community Foundation's Community Enrichment Awards and the Comox Valley Chamber of Commerce 2020 Awards Gala. Councillor Hillian felt that both events highlighted the superlative nature of the organizations and businesses in the Comox Valley.

Councillor Hillian acknowledged the recent passing of former Comox Councillor, John Marinus, who during all his years of service enriched the community with his volunteer work.

## **7.2 Councillor Morin**

Councillor Morin participated in the following events:

- Comox Strathcona Regional Hospital Board meeting
- Comox Valley Recreation Commission meeting
- CVRD Board meeting
- Comox Valley Food Policy Council meeting
- Live virtual conversation and Q&A with Bob Joseph, Indigenous Relations Expert and bestselling author of *21 Things You May Not Know About the Indian Act* (hosted by the Vancouver Island Regional Library (VIRL))
- Virtual Comox Valley Chamber of Commerce 2020 Chamber Awards Gala event

**7.3 Councillor Theos**

Councillor Theos reviewed his attendance at the following events:

- Vancouver Island Regional Library (VIRL) Annual General Meeting (AGM); Election of Chair Gabby Wickstrom, and Vice Chair Daniel Arbour

Councillor Theos mentioned that the VIRL's Courtenay Branch will be moving ahead with improvements to the facility this year; the improvements scheduled for 2020 were postponed to 2021 due to the COVID-19 pandemic.

**7.4 Mayor Wells**

Mayor Wells reviewed his attendance at the following events:

- Emergency Operations Centre (EOC) Policy Group meeting with Dr. Charmaine Enns, Medical Health Officer
- Official Community Plan (OCP) Advisory Committee meeting
- Virtual Comox Valley Chamber of Commerce 2020 Chamber Awards Gala event

**8. RESOLUTIONS OF COUNCIL**

**9. UNFINISHED BUSINESS**

**10. NOTICE OF MOTION**

**10.1 Councillor Theos - Notice of Motion - Traffic Calming - Crown Isle**

WHEREAS due to the ongoing concerns raised by Crown Isle residents in regards to speeding in the Crown Isle Drive area, and that the City of Courtenay has an established Speed Reader Program already in place to capture and analyze vehicular movement data throughout the City; and,

WHEREAS lower speed limits in residential areas is an effective method used for traffic calming resulting in a safer experience for all road users.

THEREFORE BE IT RESOLVED THAT Council direct Staff to provide a report to Council with the results of the speed reader program in the Crown Isle area and include any recommended mitigation measures including the possibility of lowering speed limits to help alleviate resident concerns.

**Withdrawn by Councillor Theos; Councillor Theos will be presenting an amended Traffic Calming resolution at a future Council meeting.**

**11. NEW BUSINESS**

**12. BYLAWS**

**12.1 For First and Second Reading**

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

**Moved By** Frisch

**Seconded By** McCollum

THAT “Zoning Amendment Bylaw No. 2994, 2021” pass first and second reading.

**Carried**

**13. ADJOURNMENT**

**Moved By** Hillian

**Seconded By** Cole-Hamilton

THAT the meeting now adjourn at 6:07 p.m.

**Carried**

**CERTIFIED CORRECT**

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**Corporate Officer**

**Adopted this 16<sup>th</sup> day of February, 2021**

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**Mayor**

**Minutes of a Regular Council Meeting**

**Meeting #:** S1/2021  
**Date:** February 04, 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:** W. Sorichta, Corporate Officer, via video/audio conference  
E. Gavelin, Network Technician, via video/audio conference

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**1. RESOLUTIONS OF COUNCIL**

**1.1 In Camera Meeting**

**Moved By** Cole-Hamilton

**Seconded By** Frisch

That a Special In-Camera meeting closed to the public will be held February 4<sup>th</sup>, 2021 at the conclusion of the Special Council Meeting pursuant to the following sub-sections of the *Community Charter*:

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

**Carried**

**2. ADJOURNMENT**

**Moved By** Frisch  
**Seconded By** McCollum

That the meeting now adjourn at 4:04 p.m.

**Carried**

**CERTIFIED CORRECT**

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**Corporate Officer**

**Adopted this 16<sup>th</sup> day of February, 2021**

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**Mayor**



**Minutes of a Regular Council Meeting**

**Meeting #:** S2/2021  
**Date:** February 11, 2021  
**Time:** 4:03 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  
M. Theos, via teleconference

**Staff:** W. Sorichta, Corporate Officer, via video/audio conference  
E. Gavelin, Network Technician, via video/audio conference

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**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.**

**1. RESOLUTIONS OF COUNCIL**

**1.1 In Camera Meeting**

**Moved By** McCollum

**Seconded By** Cole-Hamilton

THAT a Special In-Camera meeting closed to the public will be held February 11<sup>th</sup>, 2021 at the conclusion of the Special Council Meeting pursuant to the following sub-sections of the *Community Charter*:

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

- 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.

**Carried**

**2. ADJOURNMENT**

**Moved By** Hillian

**Seconded By** Cole-Hamilton

That the meeting now adjourn at 4:05 p.m.

**Carried**

**CERTIFIED CORRECT**

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**Corporate Officer**

**Adopted this 16<sup>th</sup> day of February, 2021**

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**Mayor**



THE CORPORATION OF THE CITY OF COURTENAY

## STAFF REPORT

**To:** Council

**File No.:** 0390-20-AVICC/5020-01

**From:** Chief Administrative Officer

**Date:** February 16, 2021

**Subject: Association of Vancouver Island and Coastal Communities Proposed Resolution - Enhanced Communications to Address Homelessness Related Issues in British Columbia Communities**

### PURPOSE:

To seek Council approval to submit a resolution to the 2021 Association of Vancouver Island and Coastal Communities Convention which seeks to enhanced communication and collaboration between the Provincial Government and local governments to better address homelessness related issues in British Columbia Communities.

### CAO RECOMMENDATION:

THAT based on the February 16<sup>th</sup>, 2021 staff report "Association of Vancouver Island and Coastal Communities Proposed Resolution - Enhanced Communications to Address Homelessness Related Issues in British Columbia Communities" Council approve OPTION 1 and direct staff to submit the proposed resolution for consideration at the 2021 Association of Vancouver Island and Coastal Communities Conference.

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

### BACKGROUND:

The 2021 Association of Vancouver Island and Coastal Communities (AVICC) Convention will take place virtually on May 28<sup>th</sup>. The City recently received the 2021 call for resolutions from the AVICC and the submission deadline is February 26<sup>th</sup>.

### DISCUSSION:

In addition to resolutions for submission to the AVICC 2021 convention proposed by members of Council and as supported by Council, staff request consideration of an additional resolution seeking enhanced communication between the Provincial Government and local governments to address homelessness related issues effecting the majority of BC communities. The following resolution is put before Council for consideration:

*WHEREAS there has been limited communication with local governments regarding Provincial COVID-19 response initiatives to ensure the health and safety of individuals experiencing homelessness; and,*

*WHEREAS local governments play an integral ongoing role in supporting individuals experiencing homelessness through the support of non-profits, emergency response services, pursuing long-term affordable housing options, and formal communication between governments is vital to enhance homelessness response and support initiatives; and,*

*WHEREAS homelessness response actions undertaken by the Provincial Government have a direct impact on local government resources such as bylaw enforcement, policing, fire response, land use planning, and the maintenance of public space to ensure safe enjoyment.*

*THEREFORE BE IT RESOLVED that the Provincial Government recognize local governments as a key stakeholder in homelessness response and support efforts and be included in related planning processes prior to implementation.*

#### **FINANCIAL IMPLICATIONS:**

There are no financial implications.

#### **ADMINISTRATIVE IMPLICATIONS:**

Administrative implications are unknown at this time as there is no proposed form of engagement.

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

There are no asset management implications.

#### **STRATEGIC PRIORITIES REFERENCE:**

##### **We focus on organizational and governance excellence**

- Responsibly provide services at levels which the people we serve are willing to pay
- ▲ Value community safety and support our protective services

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

- ▲ Support social, economic & environmental sustainability solutions

##### **We support diversity in housing & reasoned land use planning**

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

##### **We continually invest in our key relationships**

- Value and recognize the importance of our volunteers.
- 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:**

No specific reference.

**REGIONAL GROWTH STRATEGY REFERENCE:**

Goal 1: Housing: *Ensure a diversity of housing options to meet evolving demographics and needs.*

**OPTIONS:**

- OPTION 1: THAT based on the February 16<sup>th</sup>, 2021 staff report “Association of Vancouver Island and Coastal Communities Proposed Resolution - Enhanced Communications to Address Homelessness Related Issues in British Columbia Communities” Council approve OPTION 1 and direct staff to submit the proposed resolution for consideration at the 2021 Association of Vancouver Island and Coastal Communities Conference. (Recommended)
- OPTION 2: That Council propose amendments or provide further direction.
- OPTION 3: That Council not approve the resolution for submission.

Prepared by:



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Kate O'Connell, BA, MPP, CLGA, PCAMP  
Director of Corporate Support Service

Concurrence by:



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





## STAFF REPORT

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**To:** Council **File No.:** 2380-20 – Paddling Compound  
**From:** Interim Chief Administrative Officer **Date:** February 16<sup>th</sup>, 2021  
**Subject:** Licence of Occupations for the shared use of a portion of 100-20<sup>th</sup> Street – Comox Valley Rowing Club and the Comox Valley Canoe Racing Club

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### PURPOSE:

The purpose of this report is for Council to consider entering into a Licence of Occupation with the Comox Valley Rowing Club, and the Comox Valley Canoe Racing Club.

### CAO RECOMMENDATIONS:

THAT based on the February 16<sup>th</sup>, 2021 staff report “Licence of Occupation for the shared use of a portion of 100-20<sup>th</sup> Street – Comox Valley Rowing Club and the Comox Valley Canoe Racing Club”, Council approve OPTION 1 and authorize:

- a) a licence of occupation between the Comox Valley Canoe Racing Club and the City of Courtenay for the shared use of the property having a legal description of, portion of PID: 004-154-665, Lot 1, Section 68, Comox District, Plan 15512; and,
- b) a licence of occupation between the Comox Valley Rowing Club and the City of Courtenay for the shared use of the property having a legal description of, portion of PID: 004-154-665, Lot 1, Section 68, Comox District, Plan 15512; and

THAT staff provide public notice to satisfy the statutory advertising requirements for the disposition of City Lands as per Section 24, 26, and 94 of the *Community Charter*; and,

THAT the Mayor and Corporate Officer be authorized to execute all documentation relating to the lease.

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

### BACKGROUND:

Council considered a report, “Rowing/Canoe Club Facility” at the June 15<sup>th</sup>, 2004 Council meeting and passed the following resolution:

*“That the concept site plan for a future rowing/canoe storage facility and clubhouse on City property on 20<sup>th</sup> Street be approved and that staff develop and implement the plan with the Rowing Club.”*

With this direction, staff engaged the Comox Valley Rowing Club (CVRC) and the Comox Valley Canoe Racing Club (CVCRC) on the site plans. Presently the compound includes an enclosed storage facility and outdoor fenced storage utilized by both user groups. A formal agreement between the user groups and the City was not undertaken at the time and the clubs have enjoyed shared use of the space since 2005.

In January of 2018, the CVCRC provided a proposal to City staff outlining anticipated growth in usage and requested support to assume some or all of the space allocated to the CVRC (see Appendix A). The City reached out to the CVRC to determine their interest in continuing use of the shared space. The CVRC was/is still active and expressed their desire to maintain their existing space, as such a physical expansion beyond the current facilities was required to accommodate the growth of the CVCRC as requested.

Appearing at the February 4, 2019 Council meeting C. Tessmann, of the CVCRC presented further information on the evolution of competitive and recreational outrigger canoe paddling and stand-up paddle boarding in the Comox Valley. With the club's expected growth and recruitment, C. Tessmann spoke to the Club's desire to expand their space within 2-5 years to meet growing demand for canoe, small boat and equipment storage and use. The delegation requested Council's consideration to explore options, in partnership, to expand the Club's space and secure storage compound at its existing location off 20<sup>th</sup> Street by the Courtenay Airpark Marina as supported by the City's Official Community Plan. At the March 4<sup>th</sup>, 2019 Council meeting, under "Unfinished Business," Council passed the following motion:

*"That Council direct staff to work with the delegate, Carl Tessmann, Comox Valley Canoe Racing Club, to explore options, in partnership, to expand the clubs space and secure storage compound."*

Under the direction of Council, staff initiated discussions with the CVRC and CVCRC and identified expansion alterations agreeable to both user groups (see Appendix B). During consultation processes, the City allocated \$10,000 to fund the expansion through the 2020 capital budget process, however upon completion of the final design plan, the scope and total cost of the project increased and is estimated at \$25,000 (as of May 2020). In early 2020, progress on the expansion project was halted due to the COVID-19 pandemic. The expansion project is now expected to be undertaken in 2021 (pending budget approval – see Financial Implications section of this report). The unspent \$10,000 allocated to the expansion project in 2020 has been carried forward to 2021, and staff are requesting an additional \$15,000 through the 2021 capital budget processes to cover the total cost of the project.

#### **DISCUSSION:**

The CVRC and CVCRC have committed to a 5 year licence agreement with a renewal clause of three additional five year terms subject to Council approval. To align the agreement term with other agreements in the area including the Courtenay Marina and the Airpark, the Licence of Occupation will commence on January 1, 2021 and terminate on December 31<sup>st</sup>, 2025. As there was no previous agreement, the terms in their entirety are being presented to Council for consideration. The Licence of Occupation outlines standard obligations and expectations, in regard to: payments, term, improvements, indemnification, insurance, the City's rights, environmental protection, and the allocation of space between the two user groups. Both agreements have been reviewed by external legal counsel and reviewed in advance with the CVRC and CVCRC (see Appendix C & D).



**Market Rate Calculations**

In May 2019, a Fair Market Rental Appraisal was conducted by Jackson & Associates for the Courtenay Airpark Lands also located at 100-20<sup>th</sup> Street. To determine the lease values of the compound, staff have used the bare land appraisal value of \$0.20 per sqft. The current market rental estimates are based on existing zoning and land use controls and the use restriction contained within the licence document. The cost allocated to each user group is based on their dedicated use of the space.

	SQUARE FOOT	PRICE PER SQUARE FOOT	LEASE VALUE
<b>Current – Compound Footprint</b>	2308 sqft.*	\$0.20	\$461.60
CVRC	1164 sqft.** (includes fenced and unfenced area)	\$0.20	\$232.80 (51%)
CVCRAC	1144 sqft.*** (includes fenced and unfenced area)	\$0.20	\$228.80 (49%)
<b>Proposed - Compound Footprint</b>	3433 sqft.	\$0.20	\$686.60 (total)
CVRC	1334 sqft.	\$0.20	\$266.80 (39%)
CVCRAC	2099 sqft.	\$0.20	\$419.80 (61%)
The annual licence cost for each user group will increase by the Consumer Price Index (CPI) each year of the agreement. All values subject to applicable taxes.			
* 2088 sqft. Fenced and 220 sqft unfenced. **1044 sqft. fenced compound area + 120 sqft unfenced compound area use. ***1044 sqft. fenced compound area + 100 sqft. Unfenced compound area use.			

Prior to the completion of any expansion project, the rate will be set based on a useable space of 2308 sqft. Upon expansion completion, the rate will be recalculated based on the new usable sqft. The agreement reflects this catalyst for a rate change. As there is the possibility that plans may be altered, the true calculation of the new usable space will be based on the completed project and not necessarily the current estimate of 3433 sqft.

**FINANCIAL IMPLICATIONS:**

Through the 2020 budget processes, Council approved a \$10,000 capital contribution to the paddling compound expansion project. Upon completion of the design, the estimated total cost as of May 2020 was \$25,000. The unspent capital contribution of \$10,000 in the 2020 has been carried forward to 2021 and staff are requesting an additional \$15,000 in the 2021 capital budget process which is pending Council approval.

In the event that the project costs are not approved in 2021 budget processes (capital and operating) staff will require direction from Council.

**ADMINISTRATIVE IMPLICATIONS:**

Approximately 80 hour of staff time has been dedicated to design discussions, stakeholder engagement and review, drafting reports, and leasing with external counsel on the agreement.

**ASSET MANAGEMENT IMPLICATIONS:**

There are no new asset management implications at this time.

**STRATEGIC PRIORITIES REFERENCE:**

**We focus on organizational and governance excellence**

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

**Proactively plan and invest in our natural and built environment**

- Focus on asset management for sustainable service delivery
- ▲ Support social, economic, and environmental sustainability solutions

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

**OFFICIAL COMMUNITY PLAN REFERENCE:**

**Section 4.2.3 Policies (5):**

*Council will: support expanded recreational use of the marina and surrounding areas including rowing facilities.*

**Section 4.6.6.3 Policies (9):**

*The existing marina and airpark development is supported and consideration will be given to expansion of land surrounding this area in order to accommodate an increase recreational and tourist use. This will include increasing facilities for rowing and kayaking.*

**REGIONAL GROWTH STRATEGY REFERENCE:**

No specific reference.

**CITIZEN/PUBLIC ENGAGEMENT:**

Section 26 [notice of proposed property disposition] of the *Community Charter* requires that notice be given prior to property disposition and in accordance with notification requirements outlined in Section 94.

**OPTIONS:**

**OPTION 1:** That based on the February 15<sup>th</sup>, 2021 staff report “Licence of Occupation for the shared use of a portion of 100-20<sup>th</sup> Street – Comox Valley Rowing Club, and the Comox Valley Canoe Racing Club”, Council approve OPTION 1 and authorize:

- a) a licence of occupation between the Comox Valley Canoe Racing Club and the City of Courtenay for the shared use of the property having a legal description of, portion of PID: 004-154-665, Lot 1, Section 68, Comox District, Plan 15512; and,
- b) a licence of occupation between the Comox Valley Rowing Club and the City of Courtenay for the shared use of the property having a legal description of, portion of PID: 004-154-665, Lot 1, Section 68, Comox District, Plan 15512; and

THAT staff provide public notice to satisfy the statutory advertising requirements for the disposition of City Lands as per Section 24, 26, and 94 of the *Community Charter*; and,

THAT the Mayor and Corporate Officer be authorized to execute all documentation relating to the lease. **(Recommended)**

**OPTION 2:** That Council refer this item back to staff for further consideration.

Prepared by:

Concurrence by:



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Kate O’Connell, BA, MPP, CLGA, PCAMP  
Director of Corporate Support Service

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

- Attachments:
- Appendix A: CVCRC Proposal for Use of Compound Space at the Courtenay Airpark
  - Appendix B: Marina Compound Proposed Expansion Plan
  - Appendix C: Licence of Occupation – Comox Valley Rowing Club (CVRC)
  - Appendix D: Licence of Occupation - Comox Valley Canoe Racing Club Agreement (CVCRC)

**APPENDIX A:**

**CVCRC PROPOSAL FOR USE OF COMPOUND SPACE AT THE COURTENAY AIRPARK**



**Proposal to City Staff for use of  
Compound Space at the Courtenay Airpark**

January 7, 2018

Contact for discussion or questions:

Carl Tessmann

250-898-1088

[ctessmann@outlook.com](mailto:ctessmann@outlook.com)



## Overview

The City of Courtenay has initiated discussions about the usage of the compound at the Courtenay Airpark with the intentions of expanding the space to suit the ongoing needs of the Comox Valley Canoe Racing Club. We would like to offer a brief overview of our current activities and projected future growth with the intention that our requirements will be considered in the planning process.

The [Comox Valley Canoe Racing Club](#) is a very active and growing organization of both competitive and recreational paddlers based at the City of Courtenay-owned compound beside the Airpark boat launch. With organized practices scheduled several times most days, we have OC6's (6 person outrigger canoes), OC2's, OC1's, as well as stand-up paddle boards and [surfskis](#) coming and going from the compound from before dawn to after dark all year round.

With expansion of the space, there has been talk of initiating a paid lease agreement with the City. We can certainly discuss this option considering the investment the City would make to improve the space, but we need to be sure that our future requirements will be met as the club grows. It is our hope that the information below will be taken into account during the planning process.

For a history of our club, please visit our website: <http://www.cvcanoeracing.ca/history.html>

Please have a look at the history of the Kelowna Paddle Club. This organisation worked closely with the City of Kelowna to create a world-class paddle sport facility for their community: <http://www.kelownapaddlecentre.ca/about-us/>



## Current Club Activities

We have a very committed and growing competitive program as well as a thriving daytime program of both recreational and competitive paddlers. Our various teams and individual members have won many international and national competitions since 1993 when the club was formed. Most recently, our crews competed at the Canadian National Outrigger Canoe championships last summer where our women's crew won 2<sup>nd</sup> place in the long course, our men placed 6<sup>th</sup>, and two of our men placed 1<sup>st</sup> and 4<sup>th</sup> in the OC1 (single) race. In addition to outrigger events, some of our club members have attended and placed very well in both Stand-Up Paddleboard and surfski events in Canada and the Western USA.

Since racing isn't for everyone we also have a strong daytime paddling group of both competitive and recreational paddlers. This group is incredibly welcoming to paddlers of all ages and abilities. Although their purpose is to exercise, they are less intense about their workouts and enjoy their time on the water immensely. These sessions are more about health, lifestyle and community building than focusing on specific racing goals.

We have a growing contingent of young families joining the club and have plans to initiate a youth and family program to get our younger members on the water in 2019.

Please see our club schedule on the following page for an idea of our current activity levels. Please keep in mind that in addition to scheduled practices, individuals and groups come and go daily for additional practice time in club-owned or personal single and double boats. And yes, during the shorter days of winter our members safely paddle in the dark – both mornings and evenings assuming tides and water flow is at safe levels.



## Club Events

Our club hosts at least one major event each year as well as several smaller events. Our main event for the 2019 season is the Comox Island Iron race. This two day event brings teams from all over Canada and the Western States to compete in the Comox Valley. The Saturday focuses on OC6 (6 person) races, and the Sunday "small boat" event features OC2's, OC1's surfskis and possibly stand-up paddleboards. We could see as many as 30 teams and 250 racers (plus friends and family) join us over this weekend event.

Beyond races, we host several coached clinics each year. These events attract people from all over BC to learn from a large range of international coaches and professional paddlers.

## Membership

We have 68 active members in our organization ranging from young families with children to members well into their 60's. Being a low-impact sport, we actually have members in their 60's who compete directly (and beat) people in their 30's and 40's. This is a lifetime sport that challenges the younger paddlers and keeps the older ones young.

From 2017 to 2018 we have seen 25% (approx.) growth in membership numbers. This is due to a growing competitive program and increased interest in outrigger canoe paddling recreationally. In the coming year we will be forming a membership committee to increase awareness of our sport in the Comox Valley and attract more members. Although we can't expect consistent 25% growth in our membership base each year, we feel that 10-15% increase per year for the next 5 years is feasible. This could easily push us well past 100 regular members by 2023. Since our big boats take 6 people, we will need space for at least 4 OC6's in the compound as well as efficiently planned small boat space to support this level of activity.

Currently the compound only allows space for two OC6's we currently store our other large boat at a local farm and have had to purchase a trailer to transport the boat for practices and races. This is obviously not ideal – especially since we are planning to purchase a 4<sup>th</sup> OC6 in the coming year.

Our members function as a growing family. We gather at events, after practices and for many social and paddling functions throughout the year. As the club grows, the family grows, supporting each other in our personal and athletic goals. The Hawaiian word for this is [Ohana](#), and we take this very seriously as the foundation of our club culture.



## Assets

- 2 Mirage OC6: Fibreglass construction, 400 lbs, 45' long X 6'(+/-) wide rigged. Value \$10k each
- 1 Malolo OC6: Carbon fibre construction, 150 lbs, 45' long X 6' wide(+/-) rigged. Value \$35k
- 1 Tempest OC2: Fibreglass Construction, 40lbs, 24' long X 4' wide rigged. Value \$5000
- 1 Tempest OC2: Carbon Fibre Construction, 24 lbs, 24' long X 4' wide rigged. Value \$7600
- 3x OC1: Varied builds, 25 lbs each, 21' long X 4' wide rigged. Value \$3500 each.
- 2X boat carts: 4' long by 2' wide. Pneumatic wheels.
- 1x motorized safety boat on trailer: 18' zodiac
- Items stored in shed: PFD's parts, tools, paddles etc. We also need covered space for administrative tasks like paperwork, filling out club waivers etc.

\*Our club has plans to purchase a second Carbon fibre OC6 canoe in 2019 so will require additional space imminently.

### Compound Space Requirements:

Since the City is going to the trouble of planning a larger space to work with, we figure we should look forward to our requirements over the next 5 years. Here is an outline of what we would design into the expanded space. We hope that this can be worked into the plans for the property.

- Covered Storage for 4 OC6's rigged – 45 feet long by 6 feet (+-) wide per boat (x4)
- Storage for 4-6 OC2's not rigged – 24' long X 3' wide. We currently have our two OC2's stored in tubes, which works very well and can be stacked.
- Covered Rack or tube storage for 20 small boats – OC1, surfski, SUP. Racks would store club boats but also be available for members to rent.
- Secure Covered parking for safety/coaching boat.
- Larger walk-in shed for tools, parts, PFD's paddles etc. and a small desk space.
- Hydro and water services to the compound for maintenance of the boats and city property.
- Approval for installation of security camera system.
- Permission for outward facing signage for the club.

Once space allowance is planned and created by the city, it is our intention to seek additional funding, from both internal (sponsorship, fundraising, events and membership revenues) and external (grants etc.) sources for the construction of the structures as required. We don't expect the city to provide for this immediately, but it would be prudent to plan for it now, anticipating the need in the future.

### Conclusion

Our current location at the Courtenay Airpark is an ideal location for a watersport facility. Although it does cool off in the winter, the weather is still temperate enough to paddle for pleasure or competition all year round. We often have members who come from a day of skiing on the mountain to join in on an evening practice. This is truly the epitome of the Comox Valley lifestyle.

The Comox Valley Canoe racing club is an established and thriving club that caters to the demographic of the Valley perfectly. We want to take the next step to showcase our club to the Comox Valley, creating an opportunity for people to join us in this incredible ocean sport that we all love so dearly. As explained above, our club is growing fast, so in planning for the expanded facility space we hope City staff and planners will take our requirements into account.

Thank you for your consideration,

The Comox Valley Canoe Racing Club





## CVCRC Event Schedule

### January 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	31	Jan 1	2	3	4	5
7:00am - small Boat Practices	9:30am - CVCRC: Practice	7am - CVCRC Training Session 2pm - CVCRC: Practice 6pm - CVCRC Training Session	4:30pm - CVCRC: Practice	6:00am - small Boat Practices	2pm - CVCRC: Practice	7am - CVCRC Training Session 9am - CVCRC: Practice
6	7	8	9	10	11	12
7:00am - small Boat Practices	5pm - CVCRC: Practice	7am - CVCRC Training Session 2pm - CVCRC: Practice - courtenay airpark 6pm - CVCRC Training Session	4:30pm - CVCRC: Practice	6:00am - small Boat Practices	2pm - CVCRC: Practice - courtenay airpark	7am - CVCRC Training Session 9am - CVCRC: Practice - courtenay airpark
13	14	15	16	17	18	19
7:00am - small Boat Practices	5pm - CVCRC: Practice 6pm - AGM	7am - CVCRC Training Session 2pm - CVCRC: Practice - courtenay airpark 6pm - CVCRC Training Session	4:30pm - CVCRC: Practice	6:00am - small Boat Practices	2pm - CVCRC: Practice - courtenay airpark	7am - CVCRC Training Session 9am - CVCRC: Practice - courtenay airpark
20	21	22	23	24	25	26
7:00am - small Boat Practices	5pm - CVCRC: Practice	7am - CVCRC Training Session	4:30pm - CVCRC: Practice	6:00am - small Boat Practices	2pm - CVCRC: Practice - courtenay airpark	7am - CVCRC Training Session

**APPENDIX B:**

**MARINA COMPOUND PROPOSED EXPANSION PLAN**



AA SECTION THROUGH COMPOUND  
1:20

D1 PLAN OF COMPOUND UPGRADE

**TEMPORARY COMPOUND EXPANSION PLAN**

**APPENDIX C:**

**LICENCE OF OCCUPATION – COMOX VALLEY ROWING CLUB**

**LICENCE OF OCCUPATION**

**THIS LICENCE OF OCCUPATION** made this 1st day of January, 2021

**BETWEEN:**

**THE CORPORATION OF THE CITY OF COURTENAY**, a municipal corporation incorporated pursuant to the *Community Charter* and having an address of 830 Cliffe Avenue, Courtenay British Columbia V9N 2J7

(the “**City**”)

**AND:**

**COMOX VALLEY ROWING CLUB**, a society duly incorporated under the laws of the Province of British Columbia, with a mailing address of 1648 Dogwood Avenue, Comox, BC, V9M 2X3.

(the “**Licensee**”)

**GIVEN THAT:**

- A. The City is the registered owner of those certain lands and premises in the City of Courtenay more particularly known and described as:

PID: 004-154-665, LOT 1, SECTION 68, COMOX DISTRICT, PLAN 15512  
EXCEPT PART IN PLAN VIP88375

(the “**Land**”);

- B. Subject to the compliance with the requirements within this License of Occupation (the “**Licence**”), the City has agreed that the Licensee may use and occupy a designated portion of Land cross-hatched in red in Schedule A for its exclusive use (the “**Premises**”) for the purposes and on the terms and conditions set forth;

NOW THEREFORE THIS LICENSE OF OCCUPATION and in consideration of the terms and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. Grant of Licence of Occupation**

Subject to the terms of this Licence of Occupation (the “**Licence**”), and in consideration of the payment of the annual Licence Fee described in Section 3, the City grants to the Licensee (and its

permitted assigns and their servants, agents and invitees) the right and license to enter onto the Land and use the Premises for its exclusive use for the purpose of club boat and equipment storage, strictly in accordance with this Licence.

## **2. Term and Renewal**

The term of this Licence (the “**Term**”) shall commence on March 1, 2021 (the “**Commencement Date**”), and shall terminate on the Feb 28, 2026 unless terminated earlier by the City or the Licensee pursuant to Section 6 herein (the “**Term End Date**”) or renewed in accordance with this Section 2.

If the Licensee duly and punctually observes and performs all of the covenants, Licences, conditions and provisos of this Licence on the part of the Licensee to be observed and performed, then the term of this Licence may be renewed for a further period agreed to in writing by both parties upon all covenants, agreements, conditions and provisos contained in this Licence, except the covenant for renewal.

The Licensee will provide written notice to the City 120 days in advance of the Term End Date requesting a renewal or extension of the Term. Any renewal granted under this section shall only be granted if approved by the municipal council of the City.

If at the expiration of the Term, the Licensee shall hold over with the consent of the City, the Licence shall thereafter, in the absence of written Licence to the contrary, be from month to month, at the same licence fee as set out in this Licence and shall be subject to all other terms and conditions of this Licence.

## **3. Licence Fee**

In consideration of the grant of the Licence, the Licensee agrees to pay an annual licence fee (the “**Licence Fee**”) to the City in accordance with the following:

- a) the Licence Fee shall be payable on or before the Commencement Date and each anniversary thereafter during the Term;
- b) in the first year of the Term, the Licence Fee shall be in the amount of TWO HUNDRED AND THIRTY-THREE DOLLARS (\$233.00);
- c) the Licence Fee in Subsection (b) is based on the Licensee’s exclusive use of the Premises, the Premises having an area of 1,164 square feet and the Licensee paying a Licence Fee of \$0.20 per square foot for the Premises;
- d) if the Premises are expanded, then the Licence Fee shall be adjusted as follows:
  - a. the increase in the Licence Fee shall be calculated on the basis of \$0.20 per square foot for each square foot of the expanded area of the Premises; and
  - b. the increase in the Licence Fee shall be payable by the Licensee to the City within 30 days of completion of the expanded Premises, provided that the increase in the Licence Fee will be prorated in the year of completion of the Premises expansion so that the Licensee

only pays a proportionate amount of the increase in the Licence Fee based on the days remaining in the year in which the Premises expansion is completed;

- e) for each annual payment of the Licence Fee after the Commencement Date, as increased under Subsection (d), the Licence Fee shall also be increased by a percentage equal to the Consumer Price Index for British Columbia in the preceding year as calculated by Statistics Canada; and
- f) in the addition to the Licence Fee, the Licensee shall also pay all applicable sales taxes to the City, including Goods and Services Tax, payable in connection with the Licence Fee.

#### **4. Non-Performance**

Provided, and it is expressly agreed, that if the Licensee breaches or does not perform any of its obligations or covenants set out herein, or if the Premises are vacated, then the City may give the Licensee written notice of such breach of this Licence and if such breach is not remedied within thirty (30) days of such notice, it shall be lawful for the City, at any time, to enter upon the Premises or any part thereof, and repossess the Premises or any portion thereof for its sole use, anything hereinafter contained to the contrary notwithstanding.

#### **5. City May Take Action**

If the Licensee fails to do any matter required of them under this Licence, the City is entitled to take all such actions on the Licensee's behalf and at the Licensee's cost as are reasonably necessary to rectify the Licensee's failure, but the City is in no circumstance liable for not taking such action or its manner of doing so, provided that the City acts reasonably. The Licensee shall pay to the City the costs the City incurs pursuant to this provision net 30 days upon receipt of an invoice.

#### **6. Termination**

This Licence does not create any interest in the Land and is exclusively for the benefit of the Licensee. The Licence may be cancelled or terminated despite any rule of law or equity to the contrary in accordance with any of the following provisions:

- a) the Licensee will be entitled to terminate the Licence for any or no reason at any time upon giving 30 days written notice to the City.
- b) the City will be entitled to terminate this Licence at its sole discretion, for any or no reason and at any time upon 30 days written notice to the City.
- c) the Licensee will be terminated if the City gives notice to the Licensee of a breach of this Licence in accordance with Section 4 and the Licensee fails to remedy the breach within 30 days.

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

## **7. Powers**

For the purposes of the Licence herein, the Licensee and its servants, agents and invitees shall have the right to:

- a) use the Land only for the purposes set out in Section 1;
- b) have an unobstructed access to and from the Premises at any and all times; and
- c) do all other things on the Premises as may be reasonably necessary, desirable and incidental to the use of the Premises.

## **8. No Other Improvements**

Except for the existing as-built fenced Premises, the Licensee will not, without the prior written consent of the City, construct, install, affix, place or store or permit the construction, installation, affixing, placing or storage of any buildings, structures, works, improvements, fencing, material or chattels or anything of any nature or kind including, without limitation, the parking or storage of vehicles on any part of the Premises.

## **9. Premises Clean-up and Repairs and Maintenance and Responsibility for Costs**

In the Licensee's use of the Premises and upon termination of this Licence, the Licensee will leave the Premises in a tidy condition, and the Licensee, if required by the City in its sole discretion, shall remove all personal property belonging to the Licensee within seven (7) days notice provided by the City or after termination of the Licence. Any personal property not removed by the Licensee shall become the absolute property of the City free of all encumbrances, without payment of any compensation to the Licensee. The Licensee shall also be responsible for all costs of occupying and maintaining the Premises including the following:

- a) the Licensee shall pay all utilities, applicable property tax, insurance and maintenance costs for the Premises;
- b) the Licensee shall maintain and repair at its own cost the fenced Premises; and
- c) the Licensee also agrees upon demand to pay to the City the cost of any damage or repair as a result of the Licensee's occupation or use of the Land.

## **10. Risks**

The Licensee accepts the Premises on an as-is basis and agrees that it will use the Premises at its own risk, and that the City will not be liable in respect of any loss of life, personal injury, damage to the property or loss of property suffered by the Licensee, its servants, agents or invitees arising out of this Licence or its or their use and occupation of the Premises.

## 11. Indemnity

The Licensee hereby indemnifies and saves harmless the City, its officers, directors, elected officials, employers and agents from and against any and all losses, claims, costs, expenses, damages and liabilities, causes of action, suits and judgements including all costs of defending or denying the same, and all costs of investigation, monitoring, remedial response, removal, restoration or permit acquisition and including all solicitor's fees and disbursements in connection therewith which at any time may be paid or incurred by or claimed against the City, its officers, directors, elected officials, employees, agents and invitees arising, directly or indirectly, out of:

- a) the use of the Land and the other uses of the Licensee under this Licence;
- b) a breach by the Licensee of any of the covenants contained in this Licence;
- c) any wrongful act or neglect of the Licensee on or about the Land;
- d) any damage to property related to the Licensee's use and occupancy of the Land; and
- e) the death of or injury to any person arising out of or in any way connected with, directly or indirectly, the Licensee's use and occupancy of the Land.

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

## 12. Insurance

The Licensee shall obtain and keep in force throughout the existence of the Licence insurance naming the City as an additional insured and protecting the City and the Licensee (without a rights of cross-claim or subrogation against the City) against claims by any person, including any member of the public using the Premises, for personal injury, death, property loss or damage, and third party liability or public liability claims arising from any accident or occurrence on the Premises or other loss relating to the Licensee's use of the Premises to an amount not less than Two Million (\$2,000,000) Dollars per occurrence and on terms acceptable to the City (the "**Insurance Policy**").

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

## 13. Right of Entry

The Licensee covenants and agrees with the City that the use of the Premises by the Licensee shall not interfere with the other uses of the Land or adjacent property by the City. The City shall have the

right to enter upon the Premises to install, maintain and repair improvements or any other installations required by the City for the City's use of the Land or adjacent property.

#### **14. City's Right to Perform**

If the Licensee shall fail to perform or cause to be performed one of the covenants or obligations of the Licensee contained in this Licence, on the part of the Licensee to be observed and performed, the City shall have the right (but shall not be obliged) to perform or cause the same to be performed and to do or cause to be done such things as may be necessary or incidental thereto (including without limiting the foregoing, the right to make repairs, installations and expend monies) and all payments, expenses, charges, fees, (including all legal fees on solicitor and client basis) and disbursements incurred or paid by or on behalf of the City in respect thereof shall be paid by the Licensee to the City within 30 days from receipt of the invoice.

#### **15. Distress**

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

#### **16. Waiver or Non-Action**

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

#### **17. Injury**

The City shall not be responsible in any way for any injury to any person or for any loss or damage to any property belonging to the Licensee or to other occupants of the Premises, invitees, licensees, agents, employees, or other persons from time to time attending at the Premises, including without limiting the foregoing, any loss of or damage caused by theft or breakage or failure to maintain and keep the Premises, the buildings, or the Land in good repair and free from refuse, obnoxious odours, vermin or other foreign matter, defective wiring, plumbing, gas, sprinkler, stream, running or clogging of the above pipes or fixtures, or otherwise, acts, or negligence of guest, invitees, or employees or the Licensee or any other occupants of the premises, or the acts or negligence of any of the City's or occupiers of adjacent or continuous property or their guests, invitees, or employees, act of God, acts or negligence of any person not in the employment of the City, or for any other loss whatsoever with respect to the Premises.



## 18. Licensee's Representations and Warranties

The Licensee represents and warrants that the Licensee:

- a) is a not-for-profit society validly incorporated and in good standing under the laws of British Columbia and does not conduct its activities with a view to obtaining, and does not distribute, profit or financial gain for its members;
- b) has the power and capacity to enter into and carry out the obligations under this Licence; and
- c) has completed all necessary resolutions and other preconditions for the validity of this Licence;
- d) shall not do, suffer or permit to be done, any act or thing upon or to the said Premises, which would constitute a nuisance to the occupiers of any lands or premises adjoining or in the vicinity of said Premises or to the public generally.
- e) will reimburse the City for any damage or loss which occurs to the Land in connection with its use under this Licence.
- f) will apply on an annual basis for a permissive property tax exemption for its use of the Premises under this Licence.

## 19. Environmental Clauses

The Licensee will conduct its activities on the Land in compliance with all applicable enactments and permits necessary to protect the environment (“**Environmental Law**”).

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

- a) a release of a Hazardous Substance on the Land, except as is authorized under Environmental Law;
- b) the receipt by the Licensee of a notice from any governmental agency of non-compliance pursuant to any Environmental Law, including a notice of non-compliance respecting a Permit in connection with the Land.
- c) the receipt by the Licensee of a notice of a claim by a third party relating to environmental concerns in connection with the Land; or
- d) the receipt by the Licensee of information that indicates that Hazardous Substances are present in or on the Land.

The Licensee will not permit the storage, treatment or disposal of Hazardous Substances on the Land.

The Licensee will conduct such investigation, searches, testing, drilling and sampling (“**Investigations**”) as may at any time be required by the City where any reasonable evidence exists that the Licensee’s use or occupation of the Premises pursuant to this Licence may be introducing or increasing the existence of any Hazardous Substances on the Premises. If the Licensee does not complete the Investigation to the satisfaction of the City, the City may take any actions necessary to complete the Investigations, the cost of which actions will be borne by the Licensee.

If Hazardous Substances are present on or in the Premises as a result of the Licensee’s use or occupation of the Premises pursuant to this Licence, the Licensee will take all necessary action, at the cost of the Licensee to remediate the Premises to a level acceptable to the City and to government authorities having jurisdiction.

Prior to the termination of this Licence, the Licensee will conduct all Investigations required by the City where reasonable evidence exists that the Licensee’s use or occupation of the Premises pursuant to this Licence has introduced or increased the existence of any Hazardous Substance on or in the Premises. The Licensee will provide the result of the Investigations to the City. Where any Hazardous Substance is found on or in the Premises as a result of the Licensee’s use or occupation of the Premises pursuant to this Licence, the Licensee will take all necessary action, at the cost of the Licensee, to remediate the Premises to a level acceptable to the City and to government authorities having jurisdiction.

## **20. Compliance with Laws**

The Licensee will at all times during the term of this Licence use the Premises in compliance with all enactments and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or local government relating to environmental matters, including all the rules, regulations, policies, guidelines, criteria or the like made under or pursuant to any such laws.

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

## **21. No Effect on Laws or Powers**

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

## **22. General**

- a) This Licence will enure to the benefit of and be binding upon the Licensee and its successors, administrators and approved assigns and upon the City and its successors, administrators and assigns.

- b) Every reference to each party is deemed to include the heirs, executors, administrators, corporate successors, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or permits.
- c) Wherever the singular or masculine or neuter is used in this Licence, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties thereto so require.
- d) This Licence constitutes the entire Licence between the parties and no understanding or Licence, oral or otherwise, exists between the parties with respect to the subject matter of this Licence except as expressly set out in this Licence, and this Licence may not be modified except by subsequent Licence in writing between the parties.
- e) Time is of the essence of this Licence.
- f) The section headings have been inserted for reference only and do not define, limit, alter or enlarge the meaning of any provision of this Licence.
- g) If any section, subsection, sentence, clause or phrase in this Licence is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion is to be severed and the decision that it is invalid does not affect the validity of the remainder of this Licence, the parties hereby agreeing that they would have entered into the Licence without the severed portion.
- h) The parties hereto shall execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this Licence.
- i) This Licence shall be governed by and construed in accordance with the laws of the Province of British Columbia.
- j) This Licence may be executed in counterpart and delivered by electronic mail.

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

**THE CITY OF COURTENAY**

by its authorized signatories: )

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Mayor

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Corporate Officer

**COMOX VALLEY ROWING CLUB**

by its authorized signatories:

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Name:

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Name:

**SCHEDULE A**

**THE PREMISES – FENCED MARINA COMPOUND**

(cross hatched area shaded in red)

Comox Valley Rowing Club Designated Area



**APPENDIX D:  
LICENCE OF OCCUPATION – COMOX VALLEY CANOE RACING CLUB**

**LICENCE OF OCCUPATION**

**THIS LICENCE OF OCCUPATION** made this 1st day of January, 2021

BETWEEN:

**THE CORPORATION OF THE CITY OF COURTENAY**, a municipal corporation incorporated pursuant to the *Community Charter* and having an address of 830 Cliffe Avenue, Courtenay British Columbia V9N 2J7

(the “**City**”)

AND:

**COMOX VALLEY CANOE RACING CLUB**, a society duly incorporated under the laws of the Province of British Columbia, with a mailing address of 558 England Avenue, Courtenay, BC, V9N 2N3

(the “**Licensee**”)

**GIVEN THAT:**

- C. The City is the registered owner of those certain lands and premises in the City of Courtenay more particularly known and described as:

PID: 004-154-665, LOT 1, SECTION 68, COMOX DISTRICT, PLAN 15512  
EXCEPT PART IN PLAN VIP88375

(the “**Land**”);

- D. Subject to the compliance with the requirements within this License of Occupation (the “**Licence**”), the City has agreed that the Licensee may use and occupy a designated portion of Land cross-hatched in red in Schedule A for its exclusive use (the “**Storage Area**”) and another portion of the Land highlighted in green in Schedule A for its non-exclusive use (the “**Marina Park Area**”) for the purposes and on the terms and conditions set forth;

NOW THEREFORE THIS LICENSE OF OCCUPATION and in consideration of the terms and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## 1. Grant of Licence of Occupation

Subject to the terms of this Licence of Occupation (the “**Licence**”), and in consideration of the payment of the annual Licence Fee described in Section 3, the City grants to the Licensee (and its permitted assigns and their servants, agents and invitees) the right and license to:

- a) enter onto the Land and use the Storage Area for its exclusive use for the purpose of club boat and equipment storage, strictly in accordance with this Licence; and
- b) from time to time, enter the Land and temporarily use a portion of the Marina Park Area for the non-exclusive and non-priority use of equipment rigging and set up, strictly in accordance with this Licence;

and in this Agreement, the Storage Area and Marina Park Area shall be referred collectively to as the “**Premises**”.

## 2. Term and Renewal

The term of this Licence (the “**Term**”) shall commence on March 1, 2021 (the “**Commencement Date**”), and shall terminate on the Feb 28, 2026 unless terminated earlier by the City or the Licensee pursuant to Section 6 herein (the “**Term End Date**”) or renewed in accordance with this Section 2.

If the Licensee duly and punctually observes and performs all of the covenants, Licences, conditions and provisos of this Licence on the part of the Licensee to be observed and performed, then the term of this Licence may be renewed for a further period agreed to in writing by both parties upon all covenants, agreements, conditions and provisos contained in this Licence, except the covenant for renewal.

The Licensee will provide written notice to the City 120 days in advance of the Term End Date requesting a renewal or extension of the Term. Any renewal granted under this section shall only be granted if approved by the municipal council of the City.

If at the expiration of the Term, the Licensee shall hold over with the consent of the City, the Licence shall thereafter, in the absence of written Licence to the contrary, be from month to month, at the same licence fee as set out in this Licence and shall be subject to all other terms and conditions of this Licence.

## 3. Licence Fee

In consideration of the grant of the Licence, the Licensee agrees to pay an annual licence fee (the “**Licence Fee**”) to the City in accordance with the following:

- g) the Licence Fee shall be payable on or before the Commencement Date and each anniversary thereafter during the Term;
- h) in the first year of the Term, the Licence Fee shall be in the amount of TWO HUNDRED AND TWENTY-NINE DOLLARS (\$229.00);

- i) the Licence Fee in Subsection (b) is based on the Licensee's exclusive use of the Storage Area, the Storage Area having an area of 1,144 square feet and the Licensee paying a Licence Fee of \$0.20 per square foot for the Storage Area;
- j) if the Storage Area are expanded, then the Licence Fee shall be adjusted as follows:
  - a. the increase in the Licence Fee shall be calculated on the basis of \$0.20 per square foot for each square foot of the expanded area of the Storage Area; and
  - b. the increase in the Licence Fee shall be payable by the Licensee to the City within 30 days of completion of the expanded Storage Area, provided that the increase in the Licence Fee will be prorated in the year of completion of the Storage Area expansion so that the Licensee only pays a proportionate amount of the increase in the Licence Fee based on the days remaining in the year in which the Storage Area expansion is completed;
- k) for each annual payment of the Licence Fee after the Commencement Date, as increased under Subsection (d), the Licence Fee shall also be increased by a percentage equal to the Consumer Price Index for British Columbia in the preceding year as calculated by Statistics Canada; and
- l) in the addition to the Licence Fee, the Licensee shall also pay all applicable sales taxes to the City, including Goods and Services Tax, payable in connection with the Licence Fee.

#### **4. Non-Performance**

Provided, and it is expressly agreed, that if the Licensee breaches or does not perform any of its obligations or covenants set out herein, or if the Storage Area is vacated, then the City may give the Licensee written notice of such breach of this Licence and if such breach is not remedied within thirty (30) days of such notice, it shall be lawful for the City, at any time, to enter upon the Storage Area or any part thereof, and repossess the Storage Area or any portion thereof for its sole use, anything hereinafter contained to the contrary notwithstanding.

#### **5. City May Take Action**

If the Licensee fails to do any matter required of them under this Licence, the City is entitled to take all such actions on the Licensee's behalf and at the Licensee's cost as are reasonably necessary to rectify the Licensee's failure, but the City is in no circumstance liable for not taking such action or its manner of doing so, provided that the City acts reasonably. The Licensee shall pay to the City the costs the City incurs pursuant to this provision net 30 days upon receipt of an invoice.

#### **6. Termination**

This Licence does not create any interest in the Land and is exclusively for the benefit of the Licensee. The Licence may be cancelled or terminated despite any rule of law or equity to the contrary in accordance with any of the following provisions:



- d) the Licensee will be entitled to terminate the Licence for any or no reason at any time upon giving 30 days written notice to the City.
- e) the City will be entitled to terminate this Licence at its sole discretion, for any or no reason and at any time upon 30 days written notice to the City.
- f) the Licensee will be terminated if the City gives notice to the Licensee of a breach of this Licence in accordance with Section 4 and the Licensee fails to remedy the breach within 30 days.

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

## **7. Powers**

For the purposes of the Licence herein, the Licensee and its servants, agents and invitees shall have the right to:

- d) use the Land only for the purposes set out in Section 1;
- e) have an unobstructed access to and from the Premises at any and all times; and
- f) do all other things on the Premises as may be reasonably necessary, desirable and incidental to the use of the Premises.

## **8. No Other Improvements**

Except for the existing as-built fenced Storage Area, the Licensee will not, without the prior written consent of the City, construct, install, affix, place or store or permit the construction, installation, affixing, placing or storage of any buildings, structures, works, improvements, fencing, material or chattels or anything of any nature or kind including, without limitation, the parking or storage of vehicles on any part of the Premises.

## **9. Premises Clean-up and Repairs and Maintenance and Responsibility for Costs**

In the Licensee's use of the Premises and upon termination of this Licence, the Licensee will leave the Premises in a tidy condition, and the Licensee, if required by the City in its sole discretion, shall remove all personal property belonging to the Licensee within seven (7) days notice provided by the City or after termination of the Licence. Any personal property not removed by the Licensee shall become the absolute property of the City free of all encumbrances, without payment of any compensation to the Licensee. The Licensee shall also be responsible for all costs of occupying and maintaining the Storage Area including the following:

- d) the Licensee shall pay all utilities, applicable property tax, insurance and maintenance costs for the Storage Area;

- e) the Licensee shall maintain and repair at its own cost the fenced Storage Area; and
- f) the Licensee also agrees upon demand to pay to the City the cost of any damage or repair as a result of the Licensee's occupation or use of the Land.

## 10. Risks

The Licensee accepts the Premises on an as-is basis and agrees that it will use the Premises at its own risk, and that the City will not be liable in respect of any loss of life, personal injury, damage to the property or loss of property suffered by the Licensee, its servants, agents or invitees arising out of this Licence or its or their use and occupation of the Premises.

## 11. Indemnity

The Licensee hereby indemnifies and saves harmless the City, its officers, directors, elected officials, employers and agents from and against any and all losses, claims, costs, expenses, damages and liabilities, causes of action, suits and judgements including all costs of defending or denying the same, and all costs of investigation, monitoring, remedial response, removal, restoration or permit acquisition and including all solicitor's fees and disbursements in connection therewith which at any time may be paid or incurred by or claimed against the City, its officers, directors, elected officials, employees, agents and invitees arising, directly or indirectly, out of:

- f) the use of the Land and the other uses of the Licensee under this Licence;
- g) a breach by the Licensee of any of the covenants contained in this Licence;
- h) any wrongful act or neglect of the Licensee on or about the Land;
- i) any damage to property related to the Licensee's use and occupancy of the Land; and
- j) the death of or injury to any person arising out of or in any way connected with, directly or indirectly, the Licensee's use and occupancy of the Land.

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

## 12. Insurance

The Licensee shall obtain and keep in force throughout the existence of the Licence insurance naming the City as an additional insured and protecting the City and the Licensee (without a rights of cross-claim or subrogation against the City) against claims by any person, including any member of the public using the Premises, for personal injury, death, property loss or damage, and third party liability or public liability claims arising from any accident or occurrence on the Premises or other loss relating to the Licensee's use of the Premises to an amount not less than Two Million (\$2,000,000) Dollars per occurrence and on terms acceptable to the City (the "Insurance Policy").

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

### **13. Right of Entry**

The Licensee covenants and agrees with the City that the use of the Premises by the Licensee shall not interfere with the other uses of the Land or adjacent property by the City. The City shall have the right to enter upon the Premises to install, maintain and repair improvements or any other installations required by the City for the City's use of the Land or adjacent property.

### **14. City's Right to Perform**

If the Licensee shall fail to perform or cause to be performed one of the covenants or obligations of the Licensee contained in this Licence, on the part of the Licensee to be observed and performed, the City shall have the right (but shall not be obliged) to perform or cause the same to be performed and to do or cause to be done such things as may be necessary or incidental thereto (including without limiting the foregoing, the right to make repairs, installations and expend monies) and all payments, expenses, charges, fees, (including all legal fees on solicitor and client basis) and disbursements incurred or paid by or on behalf of the City in respect thereof shall be paid by the Licensee to the City within 30 days from receipt of the invoice.

### **15. Distress**

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

### **16. Waiver or Non-Action**

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

## 17. Injury

The City shall not be responsible in any way for any injury to any person or for any loss or damage to any property belonging to the Licensee or to other occupants of the Premises, invitees, licensees, agents, employees, or other persons from time to time attending at the Premises, including without limiting the foregoing, any loss of or damage caused by theft or breakage or failure to maintain and keep the Premises, the buildings, or the Land in good repair and free from refuse, obnoxious odours, vermin or other foreign matter, defective wiring, plumbing, gas, sprinkler, steam, running or clogging of the above pipes or fixtures, or otherwise, acts, or negligence of guest, invitees, or employees or the Licensee or any other occupants of the premises, or the acts or negligence of any of the City's or occupiers of adjacent or continuous property or their guests, invitees, or employees, act of God, acts or negligence of any person not in the employment of the City, or for any other loss whatsoever with respect to the Premises.

## 18. Licensee's Representations and Warranties

The Licensee represents and warrants that the Licensee:

- g) is a not-for-profit society validly incorporated and in good standing under the laws of British Columbia and does not conduct its activities with a view to obtaining, and does not distribute, profit or financial gain for its members;
- h) has the power and capacity to enter into and carry out the obligations under this Licence; and
- i) has completed all necessary resolutions and other preconditions for the validity of this Licence;
- j) shall not do, suffer or permit to be done, any act or thing upon or to the said Premises, which would constitute a nuisance to the occupiers of any lands or premises adjoining or in the vicinity of said Premises or to the public generally.
- k) will reimburse the City for any damage or loss which occurs to the Land in connection with its use under this Licence.
- l) will apply on an annual basis for a permissive property tax exemption for its use of the Premises under this Licence.

## 19. Environmental Clauses

The Licensee will conduct its activities on the Land in compliance with all applicable enactments and permits necessary to protect the environment ("**Environmental Law**").

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

- e) a release of a Hazardous Substance on the Land, except as is authorized under Environmental Law;
- f) the receipt by the Licensee of a notice from any governmental agency of non-compliance pursuant to any Environmental Law, including a notice of non-compliance respecting a Permit in connection with the Land.
- g) the receipt by the Licensee of a notice of a claim by a third party relating to environmental concerns in connection with the Land; or
- h) the receipt by the Licensee of information that indicates that Hazardous Substances are present in or on the Land.

The Licensee will not permit the storage, treatment or disposal of Hazardous Substances on the Land.

The Licensee will conduct such investigation, searches, testing, drilling and sampling (“**Investigations**”) as may at any time be required by the City where any reasonable evidence exists that the Licensee’s use or occupation of the Premises pursuant to this Licence may be introducing or increasing the existence of any Hazardous Substances on the Premises. If the Licensee does not complete the Investigation to the satisfaction of the City, the City may take any actions necessary to complete the Investigations, the cost of which actions will be borne by the Licensee.

If Hazardous Substances are present on or in the Premises as a result of the Licensee’s use or occupation of the Premises pursuant to this Licence, the Licensee will take all necessary action, at the cost of the Licensee to remediate the Premises to a level acceptable to the City and to government authorities having jurisdiction.

Prior to the termination of this Licence, the Licensee will conduct all Investigations required by the City where reasonable evidence exists that the Licensee’s use or occupation of the Premises pursuant to this Licence has introduced or increased the existence of any Hazardous Substance on or in the Premises. The Licensee will provide the result of the Investigations to the City. Where any Hazardous Substance is found on or in the Premises as a result of the Licensee’s use or occupation of the Premises pursuant to this Licence, the Licensee will take all necessary action, at the cost of the Licensee, to remediate the Premises to a level acceptable to the City and to government authorities having jurisdiction.

## **20. Compliance with Laws**

The Licensee will at all times during the term of this Licence use the Premises in compliance with all enactments and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or local government relating to environmental matters, including all the rules, regulations, policies, guidelines, criteria or the like made under or pursuant to any such laws.

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

**21. No Effect on Laws or Powers**

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

**22. General**

- k) This Licence will enure to the benefit of and be binding upon the Licensee and its successors, administrators and approved assigns and upon the City and its successors, administrators and assigns.
- l) Every reference to each party is deemed to include the heirs, executors, administrators, corporate successors, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or permits.
- m) Wherever the singular or masculine or neuter is used in this Licence, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties thereto so require.
- n) This Licence constitutes the entire Licence between the parties and no understanding or Licence, oral or otherwise, exists between the parties with respect to the subject matter of this Licence except as expressly set out in this Licence, and this Licence may not be modified except by subsequent Licence in writing between the parties.
- o) Time is of the essence of this Licence.
- p) The section headings have been inserted for reference only and do not define, limit, alter or enlarge the meaning of any provision of this Licence.
- q) If any section, subsection, sentence, clause or phrase in this Licence is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion is to be severed and the decision that it is invalid does not affect the validity of the remainder of this Licence, the parties hereby agreeing that they would have entered into the Licence without the severed portion.
- r) The parties hereto shall execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this Licence.
- s) This Licence shall be governed by and construed in accordance with the laws of the Province of British Columbia.
- t) This Licence may be executed in counterpart and delivered by electronic mail.

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

**THE CITY OF COURTENAY**

by its authorized signatories: )

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Mayor )

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Corporate Officer

**THE COMOX VALLEY CANOE RACING CLUB**

by its authorized signatories: )

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Name: )

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Name:

**SCHEDULE A**

**THE PREMISES – FENCED MARINA COMPOUND**

**(crossed-hatched area shaded in red)**

**Comox Valley Canoe Racing Club Designated Area**



**(green area –acknowledgement of non-exclusive use)**





THE CORPORATION OF THE CITY OF COURTENAY

## STAFF REPORT

**To:** Council

**File No.:** 3060-20-1908

**From:** Chief Administrative Officer

**Date:** February 16, 2021

**Subject:** Updated Proposal - Development Permit with Variances No. 1908 – 2800 Arden Road

### **PURPOSE:**

The purpose of this report is to provide Council with an overview of an updated proposal for a multi-residential development at 2800 Arden Road.

### **CAO RECOMMENDATIONS:**

THAT based on the February 16<sup>th</sup>, 2021 staff report entitled “Updated Proposal - Development Permit with Variances No. 1908 – 2800 Arden Road” Council directs the applicant to re-engage the neighbourhood regarding the reduction in the number of units and provide a summary of neighbourhood comments prior to Council’s consideration of the proposal.

Respectfully submitted,

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

### **BACKGROUND:**

#### Parcel Context and History

The subject property is located at 2800 Arden Road and is 2,505m<sup>2</sup> (0.62 acres) in size. The applicant originally proposed an eight unit apartment development in two buildings. This proposal requires four variances, a development permit and three amendments to Covenant CA6752450. A detailed overview of the parcel, development history, variances, and amendments to the covenant is provided in the April 6<sup>th</sup>, 2020 Staff Report.



Figure 1: Subject Property and Context

A Public Hearing was held on December 14<sup>th</sup>, 2020, concerning the proposed amendments to the covenant. Subsequent to the hearing, the applicant updated the proposal to reduce the number of units from eight to seven and increase the length of the fence on the northwest property line as detailed below. The form and character and overall site layout will remain substantially unchanged (see Schedule 1 for the applicant's updated proposal description).

As originally proposed there were three amendments to the covenant:

1. **Fencing:** The covenant requires a 2.0m fence along the entire northwest property line. The applicant originally proposed the fence to run about three quarters of the length of the property. The applicant now provides that they will run the fence the entire length of the property to comply with the covenant.
2. **Number of Units:** The covenant stipulates that the maximum number of units on the property is seven. The applicant originally proposed eight. However, they have now revised the proposal to seven units by combining one of the lower level units with an upper level unit. As a result, the new proposal complies with this element of the covenant.
3. **Building Type:** The covenant requires that the site contains two duplexes and one triplex. The original proposal was for two, four unit buildings. The revised proposal is for one, three unit building and one, four unit building. This remains inconsistent with the covenant and requires that the covenant is amended.

**DISCUSSION:**

The update to the proposal brings the development closer into compliance with the covenant's stipulations. As originally envisioned, the property would be developed as conceptually shown in Figure 2 below with two duplexes near the front and one triplex at the rear. Figure 3 shows the site layout of the revised proposal with both the fourplex and triplex near the front of the property.

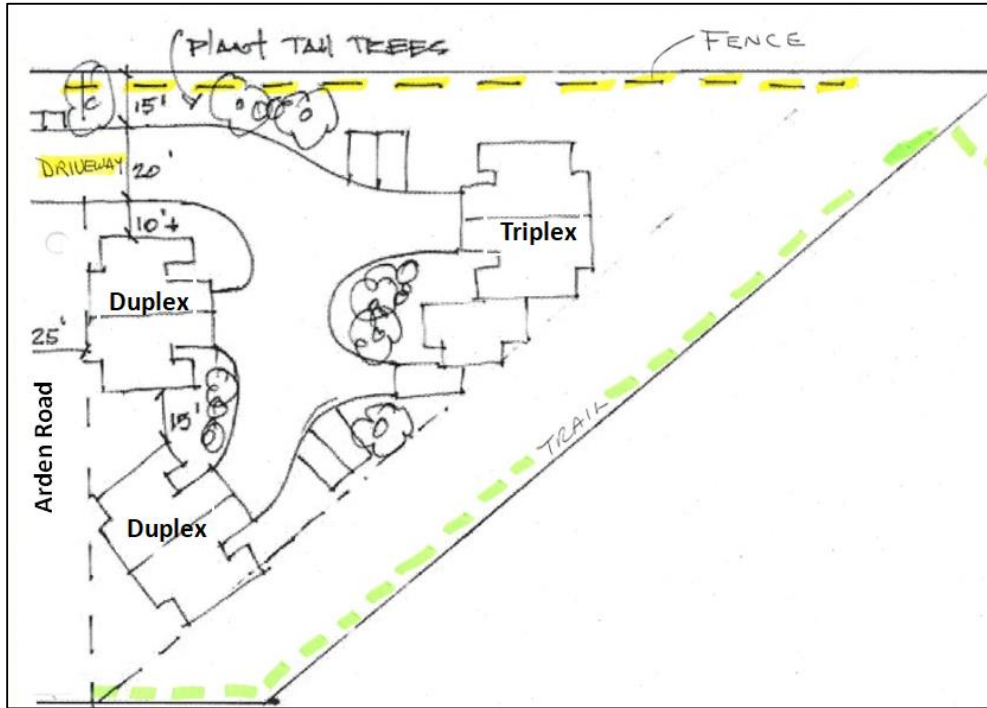


Figure 2: Conceptual layout attached to the original covenant

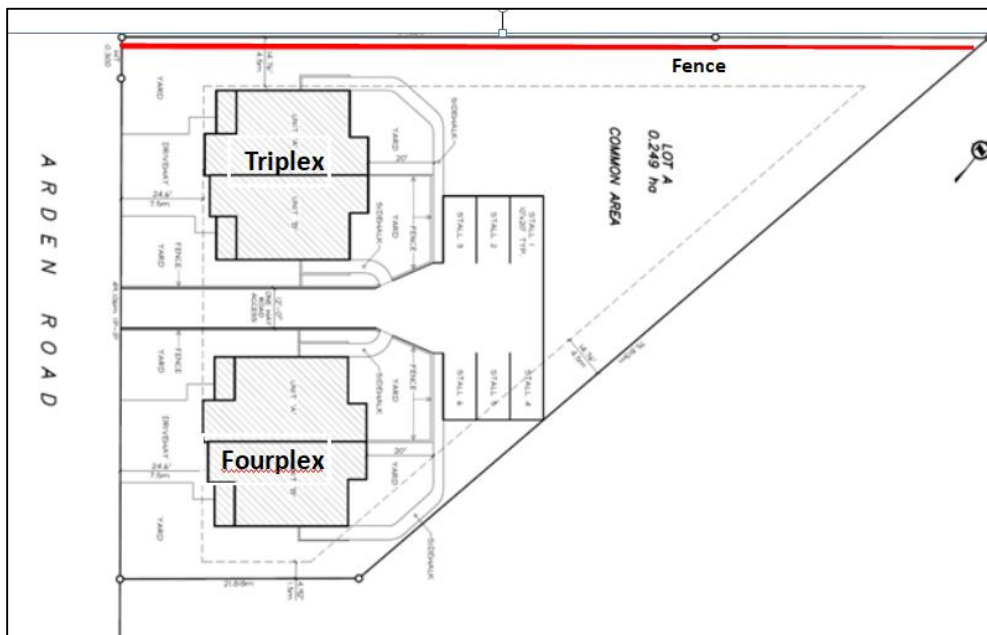


Figure 3: Revised Site plan

Staff also reiterate the discussion provided in the April 6<sup>th</sup>, 2020 Staff Report regarding the front elevations of each building. As seen from Arden Road both buildings will look similar to a typical duplex building. However, the grade change of the property creates a three storey building from the lower portion of the site.



Figure 4: Front Elevations

Staff have assessed the reduction of units from seven to eight as having little change to the overall form and character of the development. This will result in a slight reduction in vehicular traffic and the parking at the rear could be reduced in size. Overall, as displayed in Figure 2 and 3 the development remains similar to what was originally envisioned particularly when considering the front elevation of both buildings is like that of a typical duplex.

There has been considerable opposition to this development from the surrounding neighbourhood. While staff acknowledge a decrease in the number of units may help address neighbourhood concerns, we cannot confirm this unless the neighbourhood is re-engaged. Staff have requested that the applicant hold a follow-up neighbourhood public meeting to communicate these changes to the neighbours. Nevertheless, the applicant has requested the proposal be considered by Council as amended without further consultation.

#### OPTIONS:

**OPTION 1:** That based on the February 1, 2021 staff report entitled “**Updated Proposal - Development Permit with Variances No. 1908 – 2800 Arden Road**” Council directs the applicant to re-engage the neighbourhood regarding the reduction in the number of units and provide a summary of neighbourhood comments prior to Council’s consideration of the proposal. (Recommended)

**OPTION 2:** That Council approve proceeding with amending Covenant CA6752450 to permit the proposed development and issuing Development Permit with Variances No. 1908.

**OPTION 3:** Defer issuance of Development Permit with Variances No. 1908 pending receipt of further information.

**OPTION 4:** Not approve Development Permit with Variances No. 1908.

Prepared by:



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Matthew Fitzgerald, RPP, MCIP  
Manager of Development Planning

Concurrence by:



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Ian Buck, RPP, MCIP  
Director of Development Services

Concurrence by:



---

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

*Attachments:*

1. *Attachment No. 1: Application Updated Project Description*



ML #47530-0  
City #DVP00023

December 15, 2020

Mr. Matthew Fitzgerald  
Development Planning  
City of Courtenay  
830 Cliffe Avenue  
Courtenay, BC V9N 2J7

Dear Mr. Fitzgerald,

## **2800 Arden Road Development Permit with Variances Application**

Having listened to the neighbours' concerns during last night's public hearing to amend covenant CA2638428, please accept this letter revising our application as follows:

### **1. Reduce the total unit yield to 7:**

- We reduce the total development yield to 7 from 8, consistent with the density specified within the covenant requirements.
- To achieve this, we propose to remove one of the basement units from the proposal and convert this same half duplex into 3 stories.
- The external building elevation characteristics would remain as currently presented. Internal building layout changes would be incorporated as necessary.
- We would maintain the current vehicle parking configuration, which only provides more off-street parking spaces for the remaining units.
- This amendment to our application would make this aspect of our proposal fully compliant with the covenant requirement.

### **2. Extend the proposed concrete fence along the north property line to its eastern limit:**

- We will maintain the current 2 meter height, 1m offset from the north property line, and concrete material proposed in accordance with the covenant requirements.
- In due course, we will apply for a tree removal permit to remove select cottonwood trees along the north property line and install the concrete fence along the full length of the north property line, as specified within the covenant.
- This amendment to our application would make this aspect of our proposal fully compliant with the covenant requirement.

**McElhanney**  
1211 Ryan Road, Courtenay BC Canada V9N 3R6  
Tel. 250-338-5495 | Fax. 1-855-407-3895 | [www.mcelhanney.com](http://www.mcelhanney.com)

Page 1

### 3. Request to remove the triplex building from the covenant concept plan.

- The development application seeks City approval to remove the triplex building from the covenant requirement based on the following rationale:
  - The internal site geometry shown on the covenant plan is not compliant with applicable site design requirements.
  - Approximately 20% of the property must be allocated for a stormwater attenuation pond to meet Bylaw 2919 requirements. We note that Bylaw 2919 compliance was not required when the covenant development plan was derived.

The stormwater pond must not reside within landscape areas and therefore can only be located within the area occupied by the triplex.

- This request would reduce the number of proposed buildings from 3 (covenant requirement) to 2.

As previously noted to staff and Council, all other aspects of our application are in full compliance with the covenant requirements. These being:

- Driveway is located more than 4.5 meters from the north property line.
- The proposed northern fence is concrete, offset 1 meter from property line, and 2 meters in height.
- The dwelling units are orientated towards Arden Road.
- The development is in accordance with the Multiple residential development guidelines.
- A contribution to the City's affordable housing amenity & parks/ recreation funds will be provided.

We trust the above development amendments demonstrate the owner's continued desire to listen to the community, consider all concerns, and adjust the development proposal where feasible towards achieving a win-win for all. To this end and as a result of the development proposal amendments noted herein, Council and the public are being requested to support a covenant amendment limited to the removal of a tri-plex building only.

Sincerely,  
McElhanney Ltd.



Derek Jensen, ASCT  
[Email@mcelhanney.com](mailto:Email@mcelhanney.com)



Bob Hudson, PEng.  
[bhudson@mcelhanney.com](mailto:bhudson@mcelhanney.com)

Cc : Cameron Contracting, Don Cameron









Dear Mayor and Council;

RE: COVID RELIEF FUNDING

We are writing to you to seek financial support for our male and female softball athletes who will represent British Columbia at the 2022 Canada Summer Games in Niagara, Ontario. Covid 19 has adversely effected our athletes, including some from your community.

As you know, amateur sport provides a significant financial benefit to your local economy. When softball is played on municipal diamonds local hotels, restaurants and shopping centres reap the economic benefit from visitors spending their tourism dollars. Softball is an inclusive sport that brings together people from varied demographic backgrounds and builds stronger community bonds. Finally, softball enhances community pride when a team or individual succeeds on the provincial or national stage.

The men and women who will represent British Columbia will also attend university and colleges throughout North America. When they return to your community to begin the next chapter in their lives, they will become role models for younger athletes. As future coaches, police officers or possibly council members they will continue softball involvement to promote active, healthy lifestyles.

Our goals are 1) for the teams to represent our province with the highest integrity, 2) promote the great game of softball, and 3) continue to grow the sport in the future. Our teams have been hit hard by COVID-19 restrictions. Your generous financial support will help us adapt our programs to ensure the teams are prepared to perform to the best of their abilities at the 2022 Canada Summer Games in Niagara, Ontario.

Please mail cheques to Team BC, c/o Softball BC, 201-8889 Walnut Grove Drive, Langley, BC V1M 2N7.

Thank You in advance for your generous support.

Head Coach Men's

Head Coach Women's

Executive Director

Doug Allin

Mark Dunlop

Rick Benson





Dear Mayor and Council,

We are writing to request your support for the recently launched [Help Cities Lead Campaign](#). Help Cities Lead is an education and awareness campaign to accelerate building decarbonization through collaboration between the Province of British Columbia and local governments. The campaign is led by Climate Caucus and supported by local governments and environmental NGOs.

We are asking that Council:

- endorse the Help Cities Lead Campaign campaign; and
- commit to sending a letter of support to the Hon. Josie Osborne, Minister of Municipal Affairs, the Hon. George Heyman, Minister of Environment and Climate Change Strategy (ECCS), the Hon. Selina Robinson, Minister of Finance, the Hon. Bruce Ralston, Minister of Energy Mines and Low Carbon Innovation (EMLCI) and Hon. David Eby, Attorney-General and Minister responsible for Housing

Allowing for local government leadership is critical to developing innovative policies and programs to achieve deep emissions reductions from the building sector throughout the province. However, tools currently available to local governments to pursue these critical reduction targets are largely limited to information campaigns and incentives and are insufficient to achieve broad and deep energy and GHG reductions at scale.

The Help Cities Lead campaign identifies a suite of measures that will enable local governments to take effective action on reducing GHG emissions from new and existing buildings. Five regulatory measures have been identified where additional authority would be instrumental for municipalities in accelerating climate action:

- Regulating GHG emissions for new buildings
- Home energy labelling
- Property assessed clean energy (PACE) enabling legislation as outlined in the accompanying [letter from PACE BC](#).
- Regulating GHG emissions for existing buildings
- Building energy benchmarking and reporting

Direction to implement the first three of these measures - enabling local governments to regulate GHG emissions for new buildings, home energy labelling, and PACE financing - were included in the ministerial mandate letters issued in November 2020. Help Cities Lead encourages the province to move as quickly as possible and in close consultation with local governments to develop and implement these measures.

Help Cities Lead would also like the province to enable local governments to choose, when ready, to opt into the remaining two measures not addressed by the mandate letters - namely, regulating GHG emissions for existing buildings and Building energy benchmarking and reporting.

All five of these initiatives will complement what the provincial government and utilities are already doing in these areas. Additional information about each of the initiatives can be found at <https://www.helpcitieslead.ca/>

It is our hope that you will put forward a motion to Council which endorses this campaign and commits to sending letters of support to Ministers Osborne, Heyman, Robinson, Eby, and Ralston.

Sincerely,

Megan Curren

Councillor, District of North Vancouver  
Steering Committee, Climate Caucus

SUPPORT FOR HELP CITIES LEAD FROM LOCAL  
GOVERNMENTS

Sample Resolution

WHEREAS emissions by buildings account for 40-60% of a community's green-house gas (GHG) emissions;

WHEREAS climate policy modelling completed for Help Cities Lead shows current actions to reduce greenhouse gas (GHG) emissions from buildings are insufficient to achieve the province's GHG targets for 2030 and 2050;

WHEREAS the November 2020 mandate letters to ministers include direction to provincial ministries to move forward with three of the five policy measures included in the Help Cities Lead climate policy modelling: GHG requirements for new buildings, Property Assessed Clean Energy (PACE) financing, and home energy labelling.

THEREFORE, BE IT RESOLVED THAT the City of Courtenay write letters to the Minister of Environment and Climate Change Strategy, the Minister of Energy, Mines and Low Carbon Innovation, the Minister of Municipal Affairs, the Attorney-General and Minister responsible for Housing, and the Minister of Finance, expressing its endorsement of the Help Cities Lead campaign; support for the directions set out in the November 2020 ministerial mandate letters regarding GHG requirements for new buildings, PACE financing, and home energy labelling; and also requesting that the province empower local governments to opt to take action, if they so choose, on the two remaining items of the Help Cities Lead's campaign, namely GHG requirements for existing buildings and building energy benchmarking.

[ON LETTERHEAD]

[DATE]

Dear Honourable Ministers,

The City of Courtenay is sending this letter to you as an endorsement of the Help Cities Lead (HCL) campaign.

As you are aware, municipalities are on the front lines of climate change dealing with the impacts of floods, droughts, forest fires, heat waves, etc. We directly influence about half of Canada's energy use and emissions. The success of the province in achieving deep emissions reductions from the building sector is directly connected to the success of local governments in achieving their own targets. While municipalities have shown strong climate leadership, expanded regulatory authority is needed for taking bolder steps to achieving our climate targets.

HCL is an education and awareness campaign focused on accelerating building decarbonization through collaboration between the Province of British Columbia and local governments. The group is led by Climate Caucus and supported by local governments and environmental NGO's.

Why buildings? Emissions from buildings account for about 11% of the province's greenhouse gas (GHG) emissions and for municipalities, GHG emissions from existing buildings account for 40-60% of community emissions. A number of BC local governments have made climate emergency declarations and set ambitious targets to significantly reduce GHG emissions from buildings over the next 10 years. However, local governments are largely limited to information campaigns and incentives for pursuing these ambitious reduction targets. Recent climate policy modelling shows that on their own, these policy tools are insufficient to achieve broad and deep energy and GHG reductions given limited budgets.

HCL campaign recommends a suite of expanded authorities for local governments that will enable communities to take bolder action on reducing GHG emissions from new and existing buildings:

- Property assessed clean energy (PACE) financing
- Mandatory home energy labelling
- Regulating GHG emissions for new buildings
- Regulating GHG emissions for existing buildings
- Mandatory building energy benchmarking and reporting

We are pleased to see that the November 2020 mandate letters to the Ministers of Municipal Affairs and Energy, Mines and Low Carbon Infrastructure support the implementation of PACE financing. We also note that the mandate letter for the Minister of Finance supports home energy labelling. Finally we pleased to see that the mandate letter to the Attorney-General and Minister Responsible for Housing includes support for regulation of GHG emission of new buildings.

We support the directions set out in these new mandate letters regarding PACE financing, home energy labelling, and GHG requirements for new buildings and request that the province empower local governments to opt to take action, if they so choose, on the two remaining items of the Help Cities Lead's campaign, namely GHG requirements for existing buildings and building energy benchmarking. Additional information about each of the initiatives can be found at <https://www.helpcitieslead.ca/>

It is our hope that you would consider meeting with a delegation from Help Cities Lead for further discussion on these initiatives.

Sincerely,

Mayor of [BLANK]

CC

The Hon. Minister George Heyman, Minister of Environment and Climate Change Strategy, [ENV.Minister@gov.bc.ca](mailto:ENV.Minister@gov.bc.ca)

The Hon. Josie Osborne, Minister of Municipal Affairs, [MAH.Minister@gov.bc.ca](mailto:MAH.Minister@gov.bc.ca)

The Hon. Bruce Ralston, Minister of Energy, Mines, and Low Carbon Innovation, [EMPR.Minister@gov.bc.ca](mailto:EMPR.Minister@gov.bc.ca)

The Hon. David Eby, Attorney General and Minister responsible for Housing, [AG.Minister@gov.bc.ca](mailto:AG.Minister@gov.bc.ca)

The Hon. Selina Robinson, Minister of Finance, [FIN.Minister@gov.bc.ca](mailto:FIN.Minister@gov.bc.ca)



January 18, 2021

Dear Mayor and Council,

We are writing on behalf of [PACE BC](#), a coalition of organizations working toward the adoption of Property Assessed Clean Energy (PACE) financing in British Columbia. You can learn more about [our vision for a third-party, province-wide BC PACE program here](#).

We are entering a critical window when it comes to tackling the climate crisis, and local governments are at the forefront of this endeavour. The building sector represents more than 30% of emissions in B.C. municipalities, and in order for cities to meet their community-wide emissions reduction targets over the coming decades, our existing building stock needs rapid decarbonization and extensive energy efficiency upgrades. However, currently only the most affluent of residents can afford alternative energy infrastructure or substantial energy efficiency retrofits, and high upfront costs still act as a major barrier to uptake at scale.

PACE programs allow property owners to borrow money they can invest into a broad spectrum of clean energy and resiliency improvements to their buildings. The loan is paid back on the owner's property tax bill, with the energy bill savings afforded by the improvements, often resulting in net gains for the property owner. While existing Canadian PACE programs have been piloted by municipalities and resulted in relatively limited uptake, American PACE programs have seen explosive results, financing hundreds of thousands of successful projects and creating tens of thousands of great green jobs. These highly successful programs are typically administered by third-party, non-governmental organizations and financed by private capital. These features dramatically reduce the fiscal and administrative burdens of PACE on local governments, removing the need for municipalities to contribute any upfront capital, project management capacity, or long-term administrative staff to the programs.

A critical first step toward establishing a robust and thriving PACE financial sector in B.C. is the enactment of PACE-enabling legislation by the province of British Columbia. PACE BC is encouraging the province to pass legislation that ensures the program:

- ★ Is voluntary and opt-in for all parties
- ★ Allows for capital investment from the private sector
- ★ May be administered by third-party organizations

<sup>1</sup> <https://pacenation.us/pace-market-data/>

- ★ Makes PACE available for a broad spectrum of building level improvements including most energy efficiency and resiliency upgrades, and renewable energy projects
- ★ Is available for both residential and commercial property owners
- ★ Is available for retrofits and new construction
- ★ Makes financing available for 100% of the projects hard and soft costs
- ★ Ensures loans are tied to the property, and not the individual borrower, such that in the event of a property sale, remaining loan payments become transferable to the new owner.
- ★ Protects consumers from predatory practices

We are asking municipalities in B.C. to express their support for this win-win proposition by passing a resolution in support of PACE and sending a letter of support for province-wide, third party enabling legislation to the B.C. government. A sample resolution is pasted at the bottom of this letter. If you have any further questions about PACE BC, the attached resolution or next steps for moving it forward, please feel welcome to contact Katie Harrison, at [katie@forceofnaturealliance.ca](mailto:katie@forceofnaturealliance.ca).

Together, we can bring B.C. municipalities one step closer to delivering a deep and swift reduction in carbon emissions that is required of all of us in order to achieve our climate goals over the coming decade.

Sincerely,

The PACE BC Steering Committee:



# SUPPORT FOR PACE FROM MUNICIPAL GOVERNMENTS

## Sample Resolution & Letter to Ministry

### PART 1: DRAFT RESOLUTION

Support for PACE BC from Municipal Governments

WHEREAS [your local government] has shown itself to be a climate leader by [list steps you have taken or are taking];

WHEREAS retrofitting buildings across B.C. is crucial to reducing green-house gas (GHG) emissions and meeting our provincial climate targets;

WHEREAS upfront costs of retrofitting homes and businesses for climate resilience are cost prohibitive to many of our property owners, and Property Tax Assisted Clean Energy (PACE) lowers barriers to implementing GHG reductions, adding value to buildings and making them more desirable places to live or work;

WHEREAS PACE BC is working with interested municipalities *across B.C.* to assist in the establishment of a successful province-wide PACE program that meets the needs of residents and that local governments of all sizes can participate in with minimal start up costs or staff time;

WHEREAS PACE and the resulting ecosystem of retrofitting programs would create well-paying green jobs during a just recovery from the COVID-19 pandemic and a just transition away from fossil fuel infrastructure-related jobs;

THEREFORE, BE IT RESOLVED THAT [your local government] write a letter to the Ministry of Environment, the Minister of Energy, Mines and Low Carbon Innovation, the Minister of Municipal Affairs, Minister of Housing and PACE BC expressing support for B.C. Legislation enabling PACE by third-party administration and confirming [your community's] interest in having a PACE program when it becomes available in B.C.

## PART 2: DRAFT LETTER OF SUPPORT

Dear Minister Osborne, Minister Heyman, Minister Ralston and Minister Eby,

During the council meeting of [Date], the [local government] passed the following resolution:

[Insert above resolution]

We are entering a critical window when it comes to addressing the climate crisis, and our province's aggressive new climate targets require us to reduce emissions by 40% over the next decade. The majority of B.C.'s residential and commercial building stock is not energy efficient, and accounts for a significant percentage of province-wide GHGs. The [Pembina Institute has calculated](#) that in order to meet our climate targets, British Columbians will need to retrofit 3% of our building stock — that's 30,000 homes, 17,000 apartment units, and 3 million square metres of commercial space — every year until 2050.

Climate change is the greatest challenge of our time, and though local governments are at the front lines, we do not have all the tools we need to meaningfully tackle mitigation or adaptation, let alone both at once. We know that building operations are one of the biggest drivers of emissions [not everyone is urban so I removed that reference]; however, the start up costs and staff time required to establish community-wide retrofit programs are prohibitive for local governments smaller than Vancouver, and even then such programs have not demonstrated extensive uptake in Canada. This means that retrofits and building GHG reductions are available solely to property owners who can access considerable upfront financing, thereby excluding the majority of our community.

PACE programs with third party administration and opt-in bylaws for local governments have been implemented in the United States since 2009, and have created hundreds of thousands of projects and clean local jobs. In the wake of COVID-19, we feel that PACE and the resulting ecosystem of retrofitting programs would give our economy a boost and provide a path toward a just transition away from fossil fuel infrastructure, all while complementing Clean BC and Resilient BC. It will also support the B.C. Poverty Reduction Strategy, as energy poverty is a major concern for B.C. residents, and those with the lowest incomes will be most impacted by more extreme temperatures, trying to keep their homes cool or warm.

Upfront cost is one of the most significant barriers to retrofitting and the installation of renewable energy options by citizens, businesses and institutions despite the fact that these investments will save property-owners money over the long term. PACE solves that problem by using an innovative financing instrument which permits building and land owners to upgrade their buildings with energy- and resource-saving retrofits, or install renewable energy systems, without putting any money down, and with the repayment of the financing done via an assessment on the building's property tax bill. The capital used to finance the PACE upgrades typically comes from private sources, such as insurance companies and pension funds, who are attracted by the long term secure investment

PACE provides. This type of program is favoured compared to public funding in part because it is not subject to political will during changes in government. Therefore, the jobs provided and GHG reductions would not be affected by changes of elected decision-makers.

[Local government] requests that the British Columbia provincial government take immediate steps to enact PACE-enabling legislation as advocated for by PACE BC that ensures the program:

- ★ Is voluntary and opt-in for all parties
- ★ Allows for capital investment from the private sector
- ★ May be administered by third-party organizations
- ★ Makes PACE available for a broad spectrum of building level improvements including most energy efficiency and resiliency upgrades, and renewable energy projects
- ★ Is available for both residential and commercial property owners
- ★ Is available for retrofits and new construction
- ★ Makes financing available for 100% of the projects hard and soft costs
- ★ Ensures loans are tied to the property, and not the individual borrower, such that in the event of a property sale, remaining loan payments become transferable to the new owner.
- ★ Protects consumers from predatory practices

With gratitude,

[Mayor of your community or your Council]





RECEIVED  
JAN 27 2021  
CITY OF COURTENAY

January 26, 2021

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

RECEIVED  
FEB 01 2021  
CITY OF COURTENAY

Dear Mayor Wells:

I am writing to provide you with the final data from the homeless count conducted in the Comox Valley in March 2020. This follows the preliminary data that was sent to you in July 2020. The count was conducted by the Comox Valley Coalition to End Homelessness in collaboration with the Homelessness Services Association of BC (HSABC). HSABC organized counts on behalf of BC Housing and the Ministry of Social Development and Poverty Reduction and is reviewing all of the data from the Comox Valley count, which will be shared later this year. Due to the COVID-19 pandemic, not all communities that scheduled homeless counts were able to complete them. Once all the counts have been completed across BC, the goal will be to create a provincial summary in 2021.

The preliminary data showed the number of people identified as experiencing homelessness, including those identified as sheltered and unsheltered. Key limitations and methodological considerations are also provided. The final data shows additional information including age breakdown, gender, Indigenous and racial identity, health concerns, reasons for housing loss, and use of social services. These results will be posted publicly on BC Housing's website at: [www.bchousing.org/research-centre/housing-data/homeless-counts](http://www.bchousing.org/research-centre/housing-data/homeless-counts).

If you have any questions about the count, you can contact Andrea Cupelli at: [comoxvalleyhousing@gmail.com](mailto:comoxvalleyhousing@gmail.com). We hope this data will assist you with the work you are doing in your community.

Yours truly,

David Eby, QC  
Attorney General and  
Minister Responsible for Housing

Enclosures

Ministry of  
Attorney General

Office of the  
Attorney General

Mailing Address:  
PO Box 9044 Stn Prov Govt  
Victoria BC V8W 9E2  
Email: [AG.Minister@gov.bc.ca](mailto:AG.Minister@gov.bc.ca)  
website: [www.gov.bc.ca/ag](http://www.gov.bc.ca/ag)

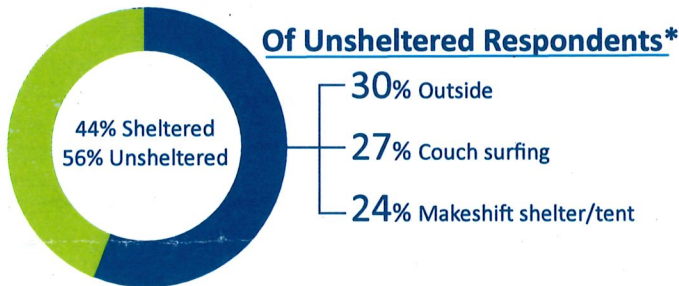
Telephone: 250-387-1866  
Facsimile: 250-387-6411



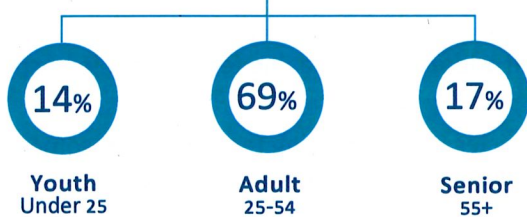
The 2020 Point in Time homeless count occurred in the Comox Valley on the evening of March 10 and the day of March 11 to help provide an overall snapshot of homelessness in the community.

**132** People were identified as experiencing homelessness compared to 117 in 2018.

Where did individuals stay the night of the count?



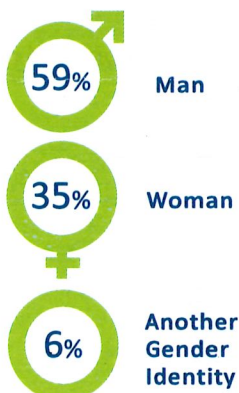
### AGE BREAKDOWN



**40%** Experienced homelessness for the first time as a youth

**30%** Had been in foster care, a youth group home, or under a youth agreement

### GENDER



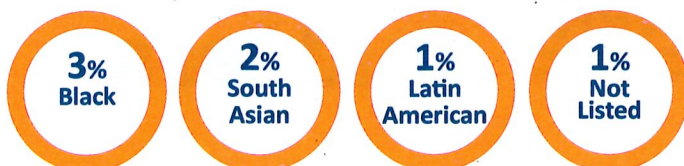
### SEXUAL ORIENTATION

**13%** of respondents identified as 2SLGBTQIA+

### TRANS EXPERIENCE

**5%** of respondents identified as having trans experience

### RACIAL IDENTITY

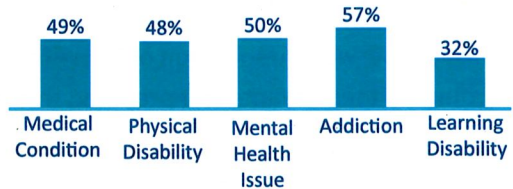


### INDIGENOUS IDENTITY

**20%** of respondents identified as Indigenous

Compared to 6% of the general population (2016 Census)

### HEALTH CONCERNS



**33%** Reported an acquired brain injury

**68%** Reported two or more health concerns

### LENGTH OF TIME HOMELESS

**33%** Under 6 months      **53%** 1 year or more

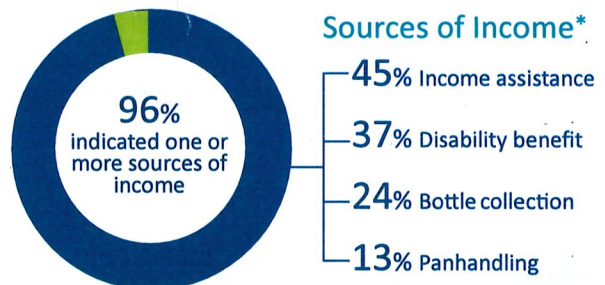
**78%** of respondents had been in the community for at least 1 year

**55%** of respondents had been in the community 10 years or more

### REASONS FOR HOUSING LOSS\*



### INCOME



### SERVICES ACCESSED\*



## Limitations and Methodological Considerations

Please note the following considerations in reviewing this data.

In the spring of 2020, the Province of British Columbia provided funding to conduct homeless counts in 16 B.C. communities. Due to the COVID-19 pandemic, only 8 of the 16 communities were able to conduct their counts. They completed their counts before March 17, 2020, when British Columbia's Provincial Health Officer declared a public health emergency under British Columbia's *Public Health Act*.

The Homelessness Services Association of BC, with support from BC Non-Profit Housing Association and Urban Matters coordinated these counts and prepared this report.

Data from counts in the count communities constitutes a benchmark to measure progress made to reduce homelessness over time.

- › Point-in-Time (PiT) homeless counts provide a snapshot of people who are experiencing homelessness in a 24 hour period, their demographic characteristics, service use and other information.
- › For the purpose of counts conducted in the provincially funded B.C. communities, an individual was defined as experiencing homelessness if they did not have a place of their own where they paid rent and could expect to stay for at least 30 days. This included people who:
  - › Stayed overnight on the night of the count in homeless shelters, including transition houses for women fleeing violence and youth safe houses, people with no fixed address (NFA) staying temporarily in hospitals, jails or detox facilities (defined as “sheltered”); and,
  - › Stayed outside in alleys, doorways, parkades, parks and vehicles or were staying temporarily at someone else’s place (couch surfing) and/or using homelessness services (defined as “unsheltered”).
- › During the count, we conduct surveys with people who identify as experiencing homelessness. In areas where surveys are not possible, and to support the PiT count, we collect additional information from shelter operators, hospitals, jails and BC Housing.
- › PiT counts are an undercount and represent only those individuals identified during a 24-hour period.
  - › This is because not everyone experiencing homelessness can be found and not everyone who is found consents to be surveyed.
  - › While PiT Counts are an accepted methodological tool, the numbers are understood to be the minimum number of people who are experiencing homeless on a given day in that community.
  - › Please note the percentages are based on the number of people who responded to survey questions and not the total number of people identified as experiencing homelessness.





**ATTACHMENT 1  
2020 HOMELESS COUNT SUMMARY**

	<b>2020 count<sup>1</sup></b>	<b>Previous count</b>	<b>% change<sup>2</sup></b>
<b>Provincially funded</b>			
Comox Valley	132	117 (2018)	+13%
Cranbrook	63	29 (2018)	+117%
Duncan/Cowichan Valley	129	150 (2017)	-14%
Fort St. John	76	61 (2018)	+25%
Merritt	43	11 (2018)	+291%
Quesnel	121	N/A	
Sechelt/Gibsons	84	57 (2018)	+47%
Williams Lake	51	43 (2018)	+19%
<b>Federally funded<sup>3</sup></b>			
Greater Victoria <sup>4</sup>	978	931 (2018)	+5%
Kelowna	297	286 (2018)	+4%
Metro Vancouver	3,634	3,605 (2017)	+1%
Nanaimo <sup>4</sup>	421	301 (2018)	+29%
<b>Independently funded<sup>3</sup></b>			
Fraser Valley	895	606 (2017)	+48%
<b>TOTAL</b>	<b>6,924</b>	<b>6,197</b>	<b>+10%<sup>5</sup></b>

<sup>1</sup> 2020 counts occurred in March, before the start of the COVID 19 pandemic.

<sup>2</sup> Changes in percentage may be due to variety of factors, including increase/decrease of people experiencing homelessness, as well as methodological differences such as weather and volunteers.

<sup>3</sup> Some of the numbers that will be used in the provincial summary may vary from the numbers provided here by the local count organizers. Adjustments may be made based on analysis of the raw data in order to maintain consistency of counting across the province.

<sup>4</sup> The totals for the Victoria and Nanaimo counts in this table are lower than the totals reported by the count organizers. Their totals include people living in transitional housing, which are not included in the provincial and other counts. Transitional housing residents have been deducted from the total counts in their reports. The totals reported by Victoria were 1,523 (2020) and 1,525 (2018). The Nanaimo totals were 433 (2020) and 335 (2018).

As well, the Nanaimo count identified 17 hidden homeless (couch surfers) who completed surveys but were not included in the total. All the other counts include couch surfers, so they have been included in the above total for Nanaimo. There was no data on couch surfers in the 2018 count report, so the above 2018 and 2020 totals are not comparable. To calculate the percentage change between these years, the report totals of 335 and 433 were used.

Further adjustments may be made for the provincial summary based on analysis of the raw data.

<sup>5</sup> The percentage change excludes Quesnel, which had no previous count.

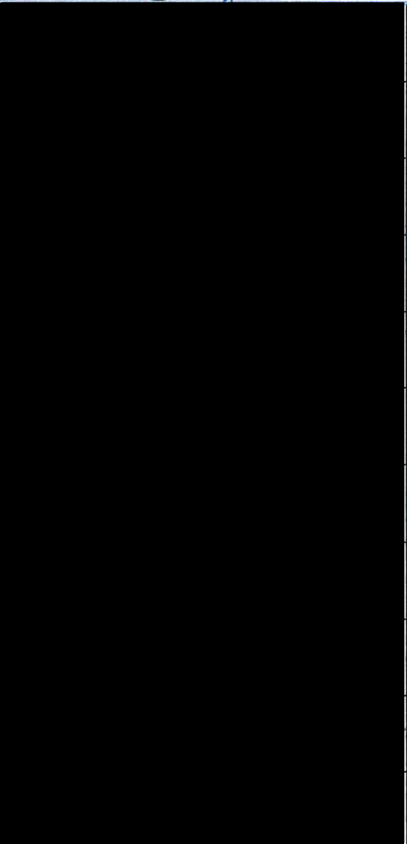


# Petition

The City of Courtenay is planning construction work on Fifth Street Bridge this summer. This will have an extreme negative effect on Downtown Shops, just when they are starting to recover from the pandemic.

To:

We, the undersigned, request that the City of Courtenay postpone the construction work until the summer of 2022.

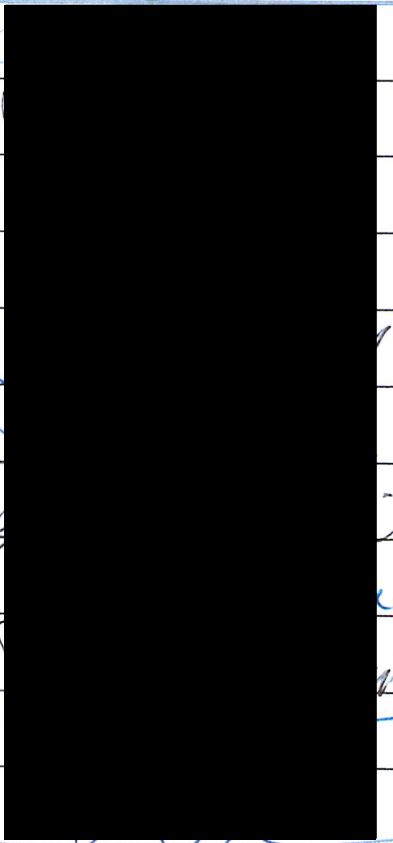
Printed Name	Business	Contact Info	Signature
Tim McDonald	Happy's SFS		
Philip Ryan	6th St border		
Jacoba Kortlever	Cherry Wine Fashions 5th		
SHARON ANDERSON	SHAR-ON'S ALL SIZES		
PAUL IVE'S	IVE'S BURGER		
Alex Adam	Foxy Bar		
Sherri Smith	Everything Wet Store		
Dial Todd	Square 1 Travel		
Susan Davies	Square 1 Travel		
Kodi Loft	<del>Andra</del> Simatech		
NENA BILL	Secret Drawers		

# Petition

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Printed Name	Business	Contact Info	Signature
Greg Wilson	Butcher Block		
JACQUELINE GREEN	WALK OF ACHIEVEMENT		
WENDY GRAHAM	GRAHAMS JEWELLERS LTD		
JAY Valeri	Bigfoot Donuts		
ANDREW RONALD	EXTREME RUNNERS		
DARRYL KOTYK	MUDSHARKS		
Sheila Toni	Sacred Earth Metaphysical		
Heather Carlaw	Jim's Clothes Closet		
JODY WILLIAMS	Home & Garden Gate IVORY & GREY HQ WINTER		
Steffen Bernott	westcoastelements		
JadeLyn Van Bonyard	Unbridled		

# Petition

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**To:** We, the undersigned, request that the City of Courtenay postpone the construction work until the summer of 2022.

Printed Name	Business	Contact Info	Signature
Deana Simkin	High Tide Public House		
Ashley D.	States of Summer		
Nancy Consoal	Perch		
Suzie Kostjuk	Kradles		
Jodie Einarsson.	C&E Wellness.		
Linda Beattie	Kalache.		
D. COLLETTE	CENTRAL BUILDERS		

# Petition

To:

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We, the undersigned, request that the City of Courtenay postpone the construction work until the summer of 2022.

Printed Name	Business	Contact Info	Signature
Megan Fletcher	Rally Co.		
SHIRLEY FOCHT	CURIOUS CAT		
Erin Aunsire	Robert A Couture		
Linda Prezioso	The Romance Shop		

# madd<sup>®</sup>

## Comox Valley

MADD Comox Valley Chapter  
c/o 1550 Lake Trail Rd  
Courtenay, BC, V9N 9C2

**Re: MADD Canada's Crashed Car Awareness Campaign**

Dear Mayor Wells and Courtenay City Council;

MADD Comox Valley Chapter is reaching out to you regarding a new and powerful campaign to bring awareness to the dangers of impaired driving with our Crashed Car Campaign.

Impaired driving continues to be a leading cause of criminal death in Canada. Awareness campaigns like this directly impact motorists and make long-lasting impressions.

A wrapped crashed car is placed in various busy locations in the community. Every 2 weeks the car is moved to a new location.

We are reaching out to the City of Courtenay to ask for your support to bring this program to the community. We hope to run this campaign through the spring and we are asking the city for consent to place the vehicle on city property of your choice and also to have your input on locations offered by property owners. Our main concerns with location are that the vehicle is visible and that its presence doesn't pose a traffic risk.

I have attached photos of this successful program running in other Canadian communities

I look forward to speaking with you further and answering any questions you may have.

Thank you,



Leslie Wells, President  
MADD Comox Valley Chapter





February 2, 2021

Sent via email only: wsorichta@courtenay.ca

Wendy Sorichta  
 Corporate Officer  
 City of Courtenay  
 830 Cliffe Avenue  
 Courtenay, BC V9N 2J7

Dear Ms. Sorichta:

**Re: 2021 Comox Valley Water Committee voting structure**

The Comox Valley Regional District (CVRD) operates the Comox Valley water supply system under Bylaw No. 1783 being “[Water Local Service Establishment Bylaw, 1995](#)” and includes the Town of Comox, City of Courtenay and Electoral Areas A, B and C as participants. The bylaw, including subsequent policy direction by the committee, requires annual reporting based on the previous year’s water consumption to determine the assignment of weighted votes for water supply system decisions.

The bylaw and subsequent policy direction in March 2012 require that the per cent of water consumption in 2020 be compared against the per cent of water consumption in 1995 and that if any participant’s relative amount of consumption increases by 4.17% or more, then that participant shall receive an additional vote. Any increase in votes shall be added to the original 1995 assignment of votes. Table 1 below illustrates the consumption values and resulting votes for 2021.

Participant	2020 consumption	2020%	1995%	% change	baseline	2021 votes
City of Courtenay	4,734,550	60.35%	51.69%	8.66%	6	7
Town of Comox	2,209,362	28.16%	30.48%	-2.32%	3	3
Electoral Area 'A'	33,645	0.43%	2.74%	-2.31%	1	1
Electoral Area 'B'	657,355	8.38%	12.52%	-4.14%	1	1
Electoral Area 'C'	210,721	2.69%	0.44%	2.25%	1	1
						13

As the number of votes allocated to the City is unchanged for 2021, we will assume that the information received on November 24, 2020 is unchanged:

**Four directors appointed to the Comox Valley Water Committee:**

- Councillor Will Cole-Hamilton 1 vote
  - Councillor Doug Hillian 2 votes
  - Councillor Melanie McCollum 2 votes
  - Councillor Wendy Morin 2 votes
- Alternates: Mayor Bob Wells and Councillor Manno Theos

Please let me know if you anticipate any changes to the above-noted appointments or vote allocations.

Table 2 shows the historic consumption and per cent consumption values.

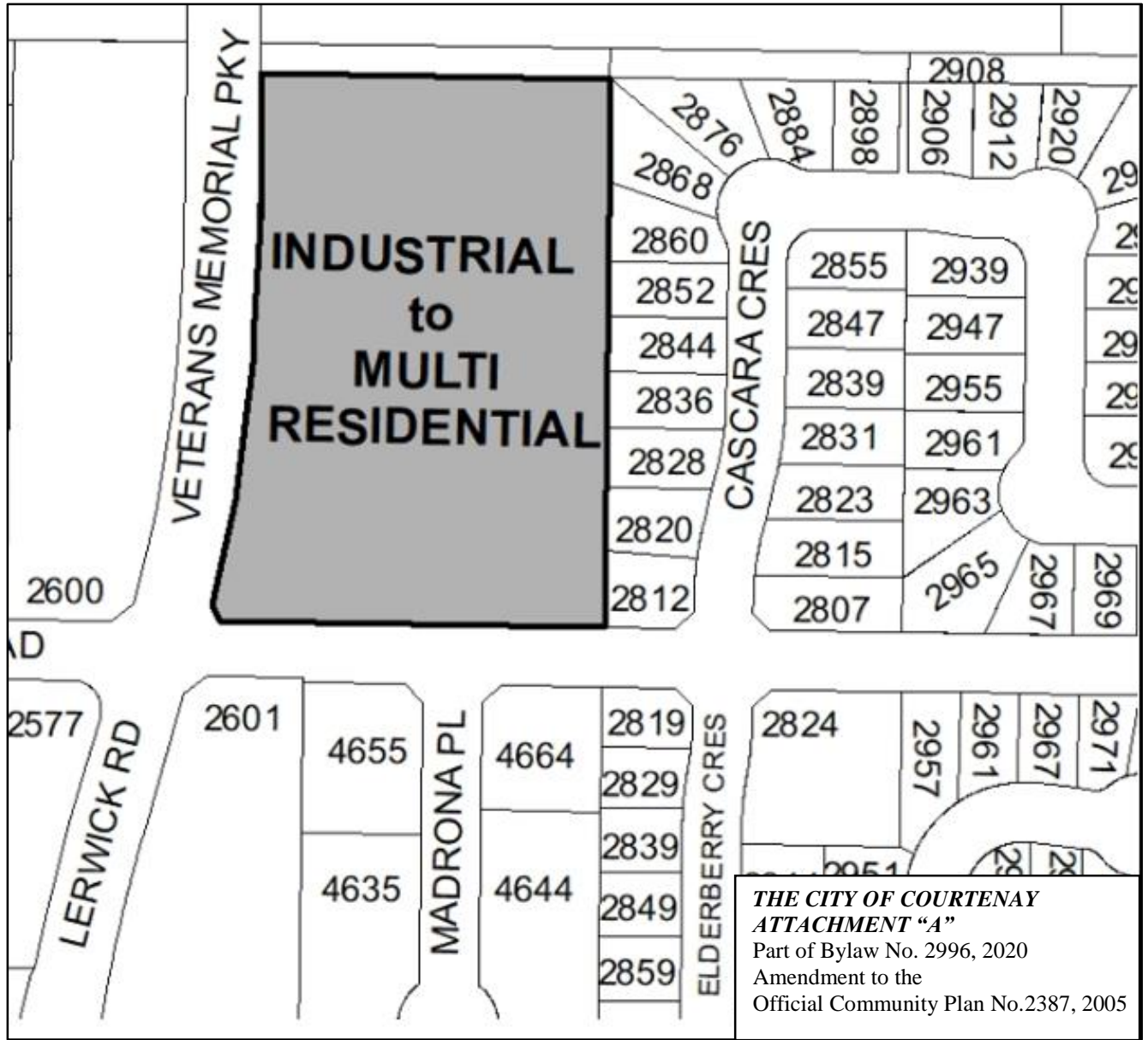
	City of Courtenay		Town of Comox		Area A		Area B		Area C		Total m3
	m3	%	m3	%	m3	%	m3	%	m3	%	
1995		51.69		30.48		2.74		12.52		0.44	
2000	4,326,535	54.46	2,428,098	30.56	50,439	0.63	797,858	10.04	341,928	4.30	7,944,858
2001	4,353,645	54.49	2,450,856	30.67	42,674	0.53	810,983	10.15	331,981	4.15	7,990,139
2002	4,643,105	54.44	2,569,743	30.13	46,908	0.55	956,084	11.21	313,008	3.67	8,528,848
2003	5,282,535	57.74	2,596,438	28.38	53,064	0.58	806,926	8.82	409,867	4.48	9,148,830
2004	5,284,562	57.62	2,639,371	28.78	54,608	0.60	806,965	8.80	385,201	4.20	9,170,707
2005	4,715,895	58.90	2,263,918	28.28	37,989	0.47	675,725	8.44	312,430	3.90	8,005,957
2006	5,297,371	57.23	2,719,867	29.39	47,147	0.51	789,429	8.53	402,014	4.34	9,255,828
2007	4,643,588	57.62	2,499,919	31.02	37,705	0.47	478,999	5.94	399,062	4.95	8,059,273
2008	4,757,131	58.40	2,531,740	31.08	39,485	0.48	557,952	6.85	258,883	3.18	8,145,191
2009	4,796,412	57.12	2,636,103	31.40	42,318	0.50	627,979	7.48	293,602	3.50	8,396,414
2010	4,667,929	59.30	2,348,114	29.83	42,012	0.53	548,175	6.96	265,720	3.38	7,871,950
2011	4,688,793	60.52	2,326,610	30.03	44,433	0.57	457,186	5.90	230,190	2.97	7,747,212
2012	4,850,901	60.39	2,439,895	30.37	48,683	0.61	458,181	5.70	235,253	2.93	8,032,913
2013	4,548,999	60.03	2,339,562	30.87	30,863	0.41	454,297	6.00	203,816	2.69	7,577,537
2014	4,739,429	60.78	2,377,421	30.49	31,723	0.41	460,102	5.90	189,068	2.42	7,797,743
2015	4,761,951	62.22	2,201,125	28.76	30,833	0.40	465,846	6.09	193,811	2.53	7,653,566
2016	4,978,973	61.65	2,282,252	28.26	33,458	0.41	555,434	6.88	226,478	2.80	8,076,595
2017	5,192,086	62.00	2,319,846	27.70	31,327	0.37	594,192	7.10	236,485	2.82	8,373,936
2018	5,029,326	62.28	2,204,812	27.30	25,746	0.32	565,667	7.01	249,441	3.09	8,074,992
2019	5,149,583	61.59	2,293,808	27.43	35,339	0.42	660,232	7.90	222,449	2.66	8,361,411
2020	4,734,550	60.35	2,209,362	28.16	33,645	0.43	657,355	8.38	210,721	2.69	7,845,633

Sincerely,

*L. Dennis*

Lisa Dennis  
Manager of Legislative Services





**THE CITY OF COURTENAY**  
**ATTACHMENT "A"**  
 Part of Bylaw No. 2996, 2020  
 Amendment to the  
 Official Community Plan No.2387, 2005

**THE CORPORATION OF THE CITY OF COURTENAY**

**BYLAW NO. 2997**

**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. 2997, 2020**”.
2. That “Zoning Bylaw No. 2500, 2007” be hereby amended as follows:
  - a. by rezoning a portion of Lot A, District Lot 236, Comox District, Plan 43411 (2700 Mission Road) as shown in bold outline on **Attachment A** which is attached hereto and forms part of this bylaw, from Industrial Two Zone (I-2) to Residential Four Zone (R-4);
  - b. by rezoning a portion of Lot A, District Lot 236, Comox District, Plan 43411 (2700 Mission) as shown in bold outline on **Attachment A** which is attached hereto and forms part of this bylaw, from Residential One B Zone (R-1B) to Residential Four Zone (R-4); and
  - c. That Schedule No. 8, Zoning Map be amended accordingly.
3. This bylaw shall come into effect upon final adoption hereof.

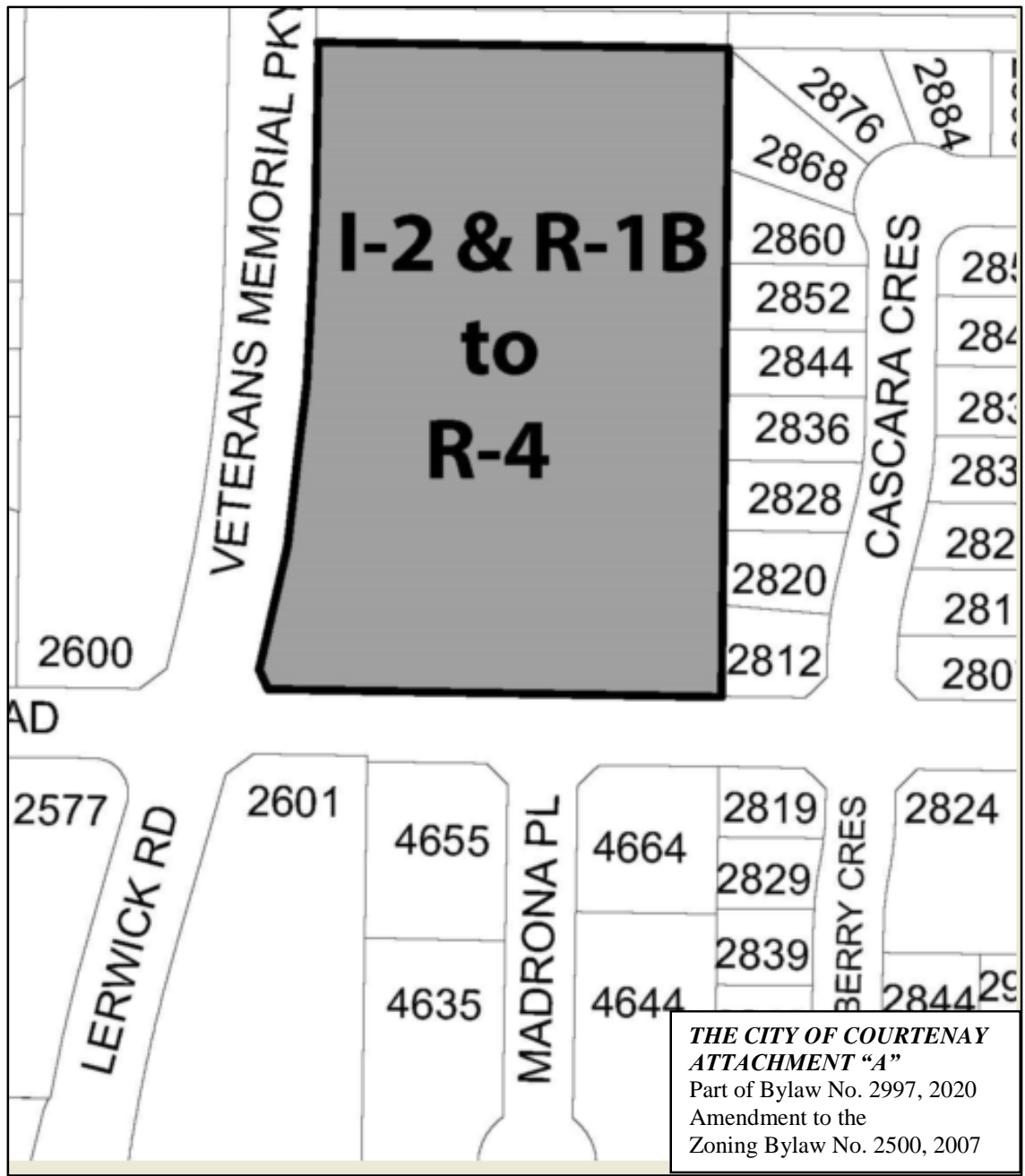
Read a first time this 21<sup>st</sup> day of September, 2020

Read a second time this 21<sup>st</sup> day of September, 2020

Published in two editions of the Comox Valley Record on the 2<sup>nd</sup> day of December, 2020 and the 9<sup>th</sup> day of December, 2020

Considered at a Public Hearing this 16<sup>th</sup> day of December, 2020





*THE CITY OF COURTENAY  
ATTACHMENT "A"*  
Part of Bylaw No. 2997, 2020  
Amendment to the  
Zoning Bylaw No. 2500, 2007

