

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

**DATE:**            **October 20, 2014**  
**PLACE:**          **City Hall Council Chambers**  
**TIME:**           **4:00 p.m.**

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**1.00           ADOPTION OF MINUTES**

- 1. Adopt October 14, 2014 Regular Council meeting minutes

**2.00           INTRODUCTION OF LATE ITEMS**

**3.00           DELEGATIONS**

- 1. C. V. Chamber of Commerce re: Governance Review Presentation**

**4.00           STAFF REPORTS/PRESENTATIONS**

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**(a) Community Services**

**(b) CAO and Legislative Services**

- 1           1. Fortis BC – Gas Operating Agreement

**(c) Development Services**

- 33          2. Development Permit No. 1312 – 355 Anfield Road

- 61          3. Rural Comox Valley Official Community Plan Referral

**(d) Financial Services**

**(e) Engineering and Operations**

- 66          4. Complete Streets Pilot Project

**5.00           EXTERNAL REPORTS AND CORRESPONDENCE FOR INFORMATION**

**6.00           INTERNAL REPORTS AND CORRESPONDENCE FOR INFORMATION**

- 74          1. Staff Memorandum re: Upcoming Event

**7.00 REPORTS/UPDATES FROM COUNCIL MEMBERS INCLUDING REPORTS FROM COMMITTEES**

**8.00 RESOLUTIONS OF COUNCIL**

1. In Camera Meeting

Notice is hereby given that a Special In-Camera meeting closed to the public will be held at the conclusion of the October 20, 2014 regular Council meeting pursuant to the following sub-section of the *Community Charter*:

90(1)(k) negotiations and related discussions respecting the proposed provision of a municipal service 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 there were held in public.

**9.00 UNFINISHED BUSINESS**

**10.00 NOTICE OF MOTION**

**11.00 NEW BUSINESS**

**12.00 BYLAWS**

**13.00 ADJOURNMENT**

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THE CORPORATION OF THE CITY OF COURTENAY

## STAFF REPORT

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**To:** Council

**File No.:** 2240-20

**From:** Chief Administrative Officer

**Date:** October 20, 2014

**Subject:** Fortis BC (Vancouver Island) Inc – Gas Operating Agreement

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### PURPOSE:

The purpose of this report is to request Council approval to enter into an operating agreement Fortis BC (Vancouver Island) Inc.

### POLICY IMPLICATIONS:

Entering into an operating agreement with Fortis BC will create a new stream of revenue for the City which is expected to be in the range of \$157,000 annually. Given that installation of gas lines under City roads has a negative impact on the life span of these roads, it is anticipated that the fees collected will be used as a new source of funds for the City's road maintenance program. This would alleviate the increasing pressure for the use of tax revenues for roads infrastructure maintenance, and bolster the City's ongoing Asset Management Program.

### CAO RECOMMENDATIONS:

That based on the October 20, 2014 staff report "Fortis BC (Vancouver Island) Inc. – Gas Operating Agreement" Council approves OPTION 1 as follows:

1. That Council endorse the AVICC recommended Gas Operating Agreement in the format attached; and
2. That Council approves entering into the agreement with Fortis BC (Vancouver Island) Inc. for gas operations within the City.

Respectfully submitted,

David Allen, BES, CLGEM, SCLGM  
Chief Administrative Officer

## **BACKGROUND & DISCUSSION**

### **Background:**

For the past 4 years, the Association of Vancouver Island Coastal Communities has been engaged in a joint process with FORTIS BC to correct the historic situation whereby municipal taxpayers within AVICC were denied the opportunity to recover the costs of gas distribution lines placed within municipal streets.

This inequity occurred over 25 years ago, when the government of the day unilaterally imposed a prohibition under the *Vancouver Island Gas Pipeline Act* to assist in project construction financing to bring natural gas to Vancouver Island. Municipal taxpayers were not consulted about this decision, but were required to forgo literally tens of millions of dollars in fees and to subsidise gas provision in a manner not required of other taxpayers outside of METRO Vancouver.

In 2011, AVICC and its member municipalities, in cooperation with FORTIS, embarked upon a three-phase strategy to reinstate the ability to recoup annual operating fees.

The strategy involved:

1. Reaching agreement on a new “Made in AVICC” model operating agreement with Fortis BC.
2. Fortis BC bringing in a new “postage rate” structure for gas rates: resulting in significant reductions for gas customers within AVICC, which has now been approved by the BC Utilities Commission.
3. The Province adopting new legislation removing the legislative prohibition on operating fees within AVICC.

After extensive work, two of these conditions precedent have now been achieved. In the case of the legislation, introduction is expected to occur shortly in the Fall sitting of the Legislature – Note: The Agreement includes a clause that makes the agreement null and void should the legislation change not occur.

As a result, municipal taxpayers are in a position to have FORTIS start collecting the three percent operating fee structure based on gas volumes utilized in 2015 with the first payment to be received in March 2016.

### **Implementation Timing:**

In order to benefit from this new revenue stream, individual municipalities served by gas must now agree to enter into a new formal agreement with FORTIS based upon the AVICC crafted model **agreement by the end of October 2014.**

This very aggressive timetable is necessary in order to obtain BCUC approvals and for billing preparations to be made to begin to collect fees by March 2015 for payment a year following.

### **Impacts:**

Common rates phasing over the next several years will lower gas rates within AVICC in progressive steps beginning Jan 01, 2015.

Because of this progressive reduction in the cost of gas, the 3% fee on gas rates will not significantly affect the very significant overall reduction in gas rates projected for residential and business customers in the

future. Gas rates will drop in excess of 20% after 4 years for residential customers, and in excess of 30% for most small commercial customers, after including the application of the 3% fee.

At the same time, the three percent fee will have a very significant positive impact for local property taxpayers.

**The estimate collectively within AVICC has been estimated at up to \$5 Million per annum.  
In the case of the City of Courtenay the annual estimate of new found revenue is \$156,975.**

**Required Action:**

The AVICC has endorsed a model Operating Agreement in the form attached.

This agreement was developed in partnership with FORTIS by a working group of municipal engineering staff working over the past 4 years, and has been fully vetted by Stewart *McDannold Stuart* with the special assistance of the City of Nanaimo and The District of Saanich.

AVICC is formally recommending this agreement to its members at this time. The desire is that each municipality will authorize the signing of its agreement without delay and that, preferably, the BCUC can be presented with the complete suite of AVICC municipal Operating Agreements as a package. This is expected to help to expedite implementation and ensure that no further available revenues are lost to local taxpayers.

**FINANCIAL IMPLICATIONS:**

Entering into an operating agreement with Fortis BC will create a new stream of revenue for the City which is expected to be in the range of \$157,000 annually. Given that installation of gas lines under City roads has a negative impact on the life span of these roads, it is anticipated that the fees collected will be used as a new source of funds for the City's road maintenance program. This would alleviate the increasing pressure for the use of tax revenues for roads infrastructure maintenance.

**ADMINISTRATIVE IMPLICATIONS:**

On Council's consent, the new agreement between the City and Fortis BC (Vancouver Island) Inc. will be executed and returned to AVICC and bundled with other signed agreements for submission to the BC Utilities Commission. Additionally, the City of Courtenay Fees and Charges Bylaw must be amended to include the "operating fee" as detailed in Section 12.1 of the agreement.

**STRATEGIC PLAN REFERENCE:**

While the gas operating agreement with Fortis BC is not specifically referenced in the City's Strategic Plan or Strategic Priorities, it is an important matter for Council to consider in that it will provide the City with a new revenue stream which can be utilized in the City's road maintenance program.

**OFFICIAL COMMUNITY PLAN REFERENCE:**

The Official Community Plan does not reference gas operations within the City.

**REGIONAL GROWTH STRATEGY REFERENCE:**

The Regional Growth Strategy does not reference gas operations.

**CITIZEN/PUBLIC ENGAGEMENT:**

Public engagement is not required prior to considering or approving this agreement.

**OPTIONS:**

OPTION 1: That Council endorse the AVICC recommended Gas Operating Agreement in the format attached; and  
That Council approves entering into the agreement with Fortis BC (Vancouver Island) Inc. for gas operations within the City.  
(RECOMMENDED)

OPTION 2: Decline to approve the agreement and enter into individual discussions with Fortis towards another form of Agreement exclusive to the Municipality. (This is a decision to decline to receive operating fees - Operating Fees are only available under the AVICC Model Agreement. This also has implications for operating relationships as the model agreement's provisions are based on the assumption of off-setting fees)

Prepared by:



FOR

Tillie Manthey, BA, CPA, CGA  
Director, Financial Services/Deputy CAO

Attachment: Fortis BC (Vancouver Island) Inc. – Gas Operating Agreement

## **OPERATING AGREEMENT**

**THIS OPERATING AGREEMENT** (the “Agreement”) made this 20<sup>th</sup> day of October, 2014.

**BETWEEN:** THE CITY OF COURTENAY  
830 Cliffe Avenue  
Courtenay  
British Columbia  
V9N 2J7

(herein after called the “**Municipality**”)

OF THE FIRST PART

**AND:**

**FORTISBC ENERGY (VANCOUVER ISLAND) INC.**, a body corporate duly incorporated under the laws of the Province of British Columbia, and having its registered office in the City of Vancouver, in the Province of British Columbia

(hereinafter called “**FortisBC**”)

OF THE SECOND PART

**RECITALS:**

- A. Whereas by a certificate of public convenience and necessity (CPCN), FortisBC (formerly Terasen Gas (Vancouver Island) Inc.) was granted the right to construct and operate gas distribution facilities within the Municipality;
- B. And whereas pursuant to the Community Charter, S.B.C. 2003, a Municipal council may, by resolution adopt and enter into a licensing and operating agreement;
- C. And whereas FortisBC and the Municipality are the parties to a Franchise or Operating Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ which has or will expire on \_\_\_\_\_;
- D. And whereas FortisBC and the Municipality wish to enter into this Agreement to clarify and settle the terms and conditions under which FortisBC shall exercise its rights to use Public Places in conducting its business of distributing Gas within the Municipality;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that the parties covenant and agree as follows:

**1. DEFINITIONS**

**1.1** For the purposes of this Agreement:

- (a) “Boundary Limits” means the boundary limits of the Municipality as they exist from time to time and that determine the area over which the Municipality has control and authority;
- (b) “BCUC” means the British Columbia Utilities Commission or successor having regulatory jurisdiction over natural gas distribution utilities in British Columbia;
- (c) “CPCN” means a Certificate of Public Convenience and Necessity granted by the BCUC which allows FortisBC to operate, maintain and install Company Facilities for the distribution of Gas within the Municipality;
- (d) “Company Facilities” means FortisBC’s facilities, including pipes (live and abandoned), buildings, structures, valves, signage, storage facilities, machinery, vehicles and other equipment used to maintain, operate, renew, repair, construct and monitor a natural Gas Distribution and transmission system;
- (e) “Costs” has the meaning ascribed to it in Section 15.1;
- (f) “Distribution Pipelines” means pipelines operating at a pressure less than 2071 kilopascals (300 psi);
- (g) “Emergency Work” means any work that, in its reasonable opinion, each party carrying out the work believes is urgently required to preserve public safety or health or to preserve the safety of Company Facilities or Municipal Facilities, as the case may be, or other property;
- (h) “FortisBC Employees” means personnel employed by or engaged by FortisBC including officers, employees, directors, contractors, and agents;
- (i) “Gas” means natural gas, propane, methane, synthetic gas, liquefied petroleum in a gaseous form or any mixture thereof;
- (j) “Gas Distribution” means fixed equipment, structures, plastic and metal lines and pipe, valves, fittings, appliances and related facilities used or intended for the purpose of conveying, testing, monitoring, distributing, mixing, storing, measuring and delivering Gas and making it available for use within the Municipality;
- (k) “Impact Service Work” means Service Line Work that:

- (i) requires cutting of asphalted or concrete surfaces



- (ii) impact to trees, or requires working in or near wetlands, water bodies or other areas of special environmental sensitivity,
- (iii) requires working on a site known to have archeological significance, including those designated by the Province of British Columbia or by the Municipality as heritage sites; or
- (iv) impacts existing Municipal or third party underground Facilities.

(l) “Mains” means pipes used by FortisBC to carry gas for general or collective use for the purposes of Gas Distribution;

(m) “Municipal Employees” means personnel employed by or engaged by the municipality, including officers, employees, directors, contractors and agents;

(n) “Municipal Facilities” means any facilities, including highways, sidewalks, conduits, manholes, equipment, machinery, pipes, wires, valves, buildings, structures, signage, bridges, viaducts and other equipment within the Public Places used by the Municipality for the purposes of its public works or municipal operations;

(o) “Municipal Supervisor” means the Municipal Engineer or other such person designated by the Municipality to receive notices and issue approval as set out in this Agreement;

(p) “New Work” means any installation, construction, repair, maintenance, alteration, extension or removal work of the Company Facilities in Public Places except;

(i) routine maintenance and repair of the Company Facilities that does not require any cutting of asphalted or concrete surface;

(ii) Service Line Work or Impact Service Work; or

(iii) Emergency Work;

(q) “Park” means land dedicated, held, managed or operated by the Municipality as a public park;

(r) “Pipeline Markers” means post, signage or any similar means of identification used to show the general location of Transmission Pipelines and distribution pipelines or FortisBC Rights of Way;

(s) “Planned Facilities” means those facilities not yet constructed but which have been identified by way of documented plans for Utilities, for works of third parties, where such works are identified by documented plans permitted by the Municipality;

(t) “Public Places” means any public thoroughfare, highway, road, street, lane, alley, trail, square, bridge, right of way, viaduct, subway,

watercourse or other public place in the Municipality but does not mean Parks;

(u) “Service Line Work” means installation, construction, repair, maintenance, alteration, extension or removal work of that portion of FortisBC’s gas distribution system extending from a Main to the inlet of a meter set and, for the purposes of this Agreement, includes a service header and service stubs;

(v) “Transmission Pipeline” means a pipeline of FortisBC having an operating pressure in excess of 2071 kilopascals (300 psi); and

(w) “Utilities” means the facilities or operations of any water, waste water, sewer, telecommunications, energy, cable service or similar service provider located in Public Places within the Municipality.

## **2. INTERPRETATION**

### **2.1** For the purposes of interpreting this Agreement:

(a) the headings are for convenience only and are not intended as a guide to interpretation of this Agreement;

(b) words in the singular include the plural, words importing a corporate entity include individuals, and vice versa;

(c) in calculating time where the agreement refers to “at least” or “not less than” a number of days, weeks, months or years, the first and last days must be excluded and where the agreement refers to “at least” or “not less than” a number of days, Saturdays, Sundays and holidays must be excluded;

(d) the word “including”, when following any general term or statement, is not to be construed as limiting the general term or statement to the specific items or matters, but rather as permitting the general term or statement to refer to all other items or matters that could reasonably fall within the broadest possible scope of the general term or statement.

## **3. OBLIGATION TO ACT IN GOOD FAITH**

**3.1** FortisBC and the Municipality acknowledge and agree that they will act in good faith, in carrying out the terms and conditions of this Agreement and within reasonable time frames, carry out the obligations under this Agreement.

**3.2** FortisBC and the Municipality will at all times carry out all work and operations with the due care and attention that is necessary to safeguard the interests of the public, their own employees, and the other party’s employees.

## 4. FORTISBC RIGHTS TO ACCESS & USE PUBLIC PLACES

### 4.1 Use of Public Places

The Municipality hereby acknowledges FortisBC's rights to:

- (a) develop, construct, install, maintain or remove Company Facilities on, over, in and under Public Places in the Municipality;
- (b) enter on Public Places from time to time as may be reasonably necessary for the purpose of maintaining, repairing, or operating Company Facilities; and
- (c) place pipeline identification markers within Public Places where a Transmission Pipeline or Distribution Pipeline crosses or is otherwise within a Public Place;

subject to terms and conditions defined in this Agreement.

### 4.2 Use of Parks

- (a) The Municipality may authorize Fortis BC to use Parks for the Company Facilities. The Municipality shall not unreasonably withhold permission in circumstances where Utilities owned by third parties are already placed within the Park and the Municipality does not consider that the use of the Park by Fortis BC will materially affect the public's use of the Park or existing Utilities. Where such permission has been granted to Fortis BC, the Municipality shall grant FortisBC:

- (i) a right of way in registerable form; or
- (ii) in the case of a dedicated Park or other Park for which there is no registered title, a license or permit;

allowing FortisBC to use the Park for the Company Facilities and Fortis BC shall pay to the Municipality compensation for the fair market value of the right-of-way, the license or permit as the case may be. Fair market value shall be as agreed by the Municipality and Fortis BC based on compensation by Fortis BC or other public utilities or other municipalities in the Province of British Columbia for similar rights-of-way, licenses or permits, as the case may be, granted with respect to similar public lands in other municipalities. Failing agreement between Fortis BC and the Municipality as to the fair market value of any right-of-way, license or permit, compensation shall be determined in accordance with the *Expropriation Act*, RSBC 1996. c125. as amended or replaced from time to time.

## **5. GRANDFATHERING FOR EXISTING USE OF PARKS**

1 The Municipality acknowledges that Company Facilities may have been installed in Parks. Where FortisBC has existing Company Facilities in a Park, FortisBC may maintain, replace or remove such Company Facilities and enter such park from time to time as may be reasonably necessary for the same purposes, subject to the same terms and conditions defined in this Agreement with respect to FortisBC's use of Public Places, as reasonably applicable.

## **2 FORTISBC COMPLIANCE WITH STANDARDS FOR USE OF PUBLIC PLACES**

### **6.1 Non-discriminatory Standards for FortisBC**

In its use of Public Places, FortisBC shall comply with all Federal and Provincial laws, regulations and codes and shall comply with all Municipal bylaws, standards and policies except that FortisBC shall not have to comply with such Municipal bylaws, standards and policies that:

- (a) conflict with terms of this Agreement or limit any rights or concessions granted to FortisBC by the Municipality under this Agreement; or
- (b) conflict with other legislation governing FortisBC.

Further, where the Municipality has established requirements and standards for work in Public Places, the Municipality shall apply them in a fair, reasonable and nondiscriminatory manner consistent with the manner that the Municipality establishes requirements on other Utilities.

### **6.2 Depth of Cover**

Subject to Section 6.1 above, FortisBC shall comply with Municipal standards that establish a minimum depth of cover for the installation of Company Facilities to a maximum of 75cm depth of cover. Notwithstanding the foregoing, the Municipality may require a greater depth of cover for the installation of Company Facilities where such cover is required to accommodate Planned Facilities.

### **6.3 Provide emergency contacts.**

FortisBC will provide the Municipality with a 24 hour emergency contact number which the Municipality will use to notify FortisBC of emergencies including; gas leaks, third party accidents around work sites, ruptures of gas lines, and other potentially hazardous situations.

### **6.4 Assist with facility locates**

FortisBC will, at no cost to the Municipality, provide locations of its Company Facilities within a time frame as may be reasonably requested by the Municipality unless the reason for the request is the result of an emergency; in which case the information shall be

provided forthwith. FortisBC shall provide gas locations from FortisBC records. FortisBC shall perform on site facility locates in accordance with the *Safety Standards Act – Gas Safety Regulations*, section 39.

## **7. FORTISBC WORK OBLIGATIONS:**

### **7.1 New Work**

#### **7.1.1. Application for New Work**

For New Work, FortisBC shall submit an application to the Municipal Supervisor for a permit when it intends to perform New Work. The application shall include:

- (a) a plan and specifications showing:
  - (i) the size and dimensions of all New Works, their proposed depth below the surface of the ground and their proposed locations related to property lines;
  - (ii) profiles for gas applications for gas mains 114 mm or greater that may impact Planned Facilities, if requested by the Municipality;
  - (iii) the edge of hard surfaces of affected roads, streets or highways or other Public Places;
  - (iv) the proposed location and/or clearances of the New Works where the New Works cross existing Utilities provided that all such locations and elevations are made available to FortisBC by the Municipality or the owner of such Utilities; and
  - (v) boundaries and legal descriptions of any private lands affected or within 1.5 meters of the proposed centre line of the New Work;
- (b) FortisBC's plans for the restoration of the Public Place affected by the New Work if FortisBC's restoration plans are different from those set out in Section 7.6.4 of this Agreement;
- (c) the name of a FortisBC representative who may be contacted for more information;
- (d) projected commencement and completion dates; and
- (e) such other information relevant to the New Work as the Municipality may reasonably require from time to time.

#### **7.1.2. Exception for Emergency**

Where FortisBC is required to carry out Emergency Work, FortisBC shall not be required to give prior notice but shall do so as soon as possible thereafter.

### **7.1.3. Municipal Permits for New Work**

The Municipality shall use its best efforts to issue a permit for New Work within fifteen (15) days of receipt by the Municipality of an application containing all the information required under Section 7.1.1, or a time extension if large and complex. The Municipality may refuse to issue a permit for the New Work on the following grounds:

- (a) the proposed location of the New Work conflicts with existing Municipal Facilities, existing third party facilities or Planned Facilities, trees, wetlands, water bodies or other areas of special environmental sensitivity, or areas that are of archeological significance, including areas designated by the Province of British Columbia or by the Municipality as heritage sites; or
- (b) the proposed location or design of the New Work is likely to compromise public safety or does not conform with Municipal bylaws, standards or policies; or
- (c) in instances where FortisBC can delay the New Work without compromising the supply, capacity or safety of its Gas Distribution System or its customers' need for gas service and the Municipality intends within the next three (3) months to undertake work in the same location and wishes to co-ordinate both work; or
- (d) FortisBC has not provided the Municipality with the information required by Section 7.1.1;

and shall provide FortisBC with grounds for its refusal to grant the permit, provided such grounds are reasonable, no more than fifteen (15) days after receiving FortisBC's permit application for New Work, except that in the case of work that is large or complex, the Municipality may extend the time for response by a maximum of ten (10) additional days.

### **7.1.4. Conditions of Permit**

Notwithstanding Section 7.1.3 above, the Municipality may include conditions in its permit for the New Work to address the matters set out in Subsections 7.1.3(a) and 7.1.3(b). In addition, the Municipality may require FortisBC to provide the public with notice of the New Work. Any additional terms or conditions contained in a permit for the New Work shall be of no force and effect except to the extent that such terms or conditions are consistent with the terms of this Operating Agreement.

### **7.1.5. Work Not to Proceed**

If the Municipality

- (a) fails to provide FortisBC with a permit within fifteen (15) days of FortisBC's application of New Work or, in the case of large and complex New Work, within such extended time as may be set out in the Municipality's notice to FortisBC; or
- (b) notifies FortisBC of its objections to the New Work;

FortisBC may refer the matter to dispute resolution in accordance with Section 18. FortisBC shall not proceed with the New Work until the Municipality provides FortisBC with a permit for such work including a permit issued as a result of the resolution of a dispute by the parties.

## **7.2 Impact Service Work**

### **7.2.1. Application for Impact Service Work**

For Impact Service Work, FortisBC shall submit an application to the Municipal Supervisor for a permit when it intends to perform Impact Service Work. The application shall be in the form attached as Schedule A to this Agreement and shall include a sketch showing:

- (a) property lines and street addresses;
- (b) existing gas main and proposed service location offset to property;
- (c) all hard surfaces, trees, archeological or environmental areas impacted by the new service installation; and
- (d) buried utilities identified in the planning stages to be impacted by the proposed service.

### **7.2.2. Municipal Permits for Impact Service Work**

The Municipality shall use its best efforts to issue a permit for Impact Service Work within five (5) days of receipt by the Municipality of an application containing all the information required under Section 7.2.1. The Municipality may refuse to issue a permit for the Impact Service Work on the following grounds:

- (a) the proposed location of the Impact Service Work conflicts with existing Municipal Facilities, existing third party facilities or Planned Facilities, trees, wetlands, water bodies or other areas of special environmental sensitivity, or areas that are of archaeological significance, including areas designated by the Province of British Columbia or by the Municipality as heritage sites; or
- (b) FortisBC has not provided the Municipality with the information required by Section 7.2.1;

and shall provide FortisBC with the grounds for its refusal to grant the permit, provided such grounds are reasonable, no more than ten (10) days after receiving FortisBC's permit application for Impact Service Work.

### **7.2.3. Conditions of Permit**

Notwithstanding Section 7.2.2 above, the Municipality may include conditions in its permit for the Impact Service Work to address the matters set out in Subsection 7.2.1(a). Any additional terms or conditions contained in a permit for the Impact Service Work shall be of no force and effect except to the extent that such terms or conditions are consistent with the terms of this Operating Agreement.

### **7.2.4. Work Not to Proceed**

If the Municipality

- (a) fails to provide FortisBC with a permit within ten (10) days of FortisBC's application of Impact Service Work; or
- (b) notifies FortisBC of its objections to the Impact Service Work;

FortisBC may refer the matter to dispute resolution in accordance with Section 18. FortisBC shall not proceed with the Impact Service Work until the Municipality provides FortisBC with a permit for such work including a permit issued as a result of a resolution of a dispute between the Parties.

## **7.3 Notices of Service Line Work**

### **7.3.1 Notice**

FortisBC shall provide the Municipality with notice of its intent to undertake Service Line Work. When it intends to undertake Service Line Work, FortisBC shall provide such notice in the form attached as Schedule A to this Agreement.

### **7.3.2 Objections**

The Municipality may object to Service Line Work on the grounds set out in Subsections 7.2.2(a) and (b) above, by providing FortisBC with notice of its objections within five (5) days of receiving FortisBC's notice. If the Municipality does not provide such notice of its objections to FortisBC within five (5) days of receiving FortisBC's notice, the Municipality shall be deemed to have granted its approval of the Service Line Work.

### **7.3.3 Resolving Objections**

If the Municipality has objections to the planned Service Line Work and if the Municipality and FortisBC are unable to agree on a resolution, then either party may refer the matter to dispute resolution in accordance with Section 18. The Municipality shall not otherwise withhold or delay its approval.



## **7.4 Expiry of Permit or Approval After Twelve Months**

A permit or deemed approval will expire in the event that FortisBC does not carry out New Work, or Service Line Work within twelve months of the date of the permit or deemed approval.

## **7.5 FortisBC to Obtain Locate Information**

Prior to conducting any New Work, FortisBC shall locate other Utilities and satisfy itself that it is clear to proceed.

## **7.6 Work Standards**

### **7.6.1. Engineering Practices**

All work carried out by FortisBC shall be carried out in accordance with sound engineering practices.

### **7.6.2. Specific Work Requirements to Remove Materials**

FortisBC shall keep its work sites clean and tidy. FortisBC shall remove all rubbish and surplus material from Public Places upon completion of its work.

### **7.6.3. No Nuisance**

Fortis BC shall not leave any part of its gas system in such a state as to constitute a nuisance or a danger to the public through neglect, non-use and want or repair.

### **7.6.4. Restore Surface and Subsurface**

Where FortisBC has performed any operations, Service Line Work or New Work in a Public Place, FortisBC shall restore without unreasonable delay and return such Public Place, as much as reasonably practical, to the condition and use which existed prior to such activity. The restoration will be in accordance with the specifications set out by the Municipality. Such specifications may include the degree and nature of compaction, subsurface structure, surface finish and landscaping required.

Where FortisBC is required to cut pavement on a Public Place such cuts and restoration will be limited to less than 1.5 meters in width unless at the discretion of FortisBC a larger excavation is warranted due to the depth or size of the pipe or requirements of the Workers' Compensation Board or other relevant Provincial or Federal regulations. FortisBC will be responsible for any repairs and maintenance of the surface repair for a period of five (5) years. However, where pavement restoration has been conducted by the Municipality, whether or not such work was undertaken to repair cuts on FortisBC's behalf, FortisBC shall not be responsible for the repairs or maintenance of the surface repair.

### **7.6.5. Repair Damage to Municipal Facilities**

To the extent that any of the work being done by FortisBC results in damage to Municipal Facilities or Public Places, other than the usual physical disruption to Public Places caused by the installation of Company Facilities that FortisBC shall restore in accordance with Section 7.6.4 above, FortisBC will, as soon as reasonably possible, report such damage and reimburse the Municipality for its Costs arising from such damage calculated in accordance with Section 15.1 below. Where such damage results directly from inaccurate or incomplete information supplied by Municipality, and FortisBC has complied with all applicable laws and regulations, and with instructions supplied by the Municipality, then the cost of repairing damaged Municipal Facilities or Public Places will be at the expense of the Municipality.

### **7.6.6. Restoration Audit**

FortisBC may retain a third party, at FortisBC's expense, to carry out audits of FortisBC's repairs or restoration of Municipal Facilities, and the number and frequency of such audits shall be determined in consultation with, and with the agreement of the Municipality. The audit shall take into account different road classification, the results of previous audits and other criteria agreed upon by FortisBC and the Municipality. Notwithstanding the foregoing, the extent and the frequency of the audits will be results based and therefore, the results of any audits will determine whether the frequency and the extent of any audits should be increased or decreased. This system of audits shall replace any testing required by the Municipality under its bylaws.

## **7.7 Conformity Requirement**

The New Work and Service Line Work must be carried out in conformity with Municipal Permits or approved notices for New Work or Service Line Work, as the case may be, except that FortisBC may make in-field design changes when carrying out the New Work or Service Line Work to accommodate field conditions which could not have been reasonably foreseen by FortisBC. If such in-field conditions materially impact FortisBC's plans for restoration or materially change the impact of FortisBC's work on Municipal Facilities, other than in respect of projected commencement and completion dates, FortisBC shall notify the Municipality of the changes and the reasons for them prior to continuing the work.

## **7.8 Non-Compliance**

If Company Facilities located in Public Places are later found not to be located in compliance with FortisBC's notice of New Work or Service Line Work provided in accordance with Sections 7.1 and 7.3, then any alteration or upgrading required to bring them into compliance with such notice will be at the expense of FortisBC provided that the work has not been altered, damaged or modified by the Municipality or a third party.

## **7.9 Prime Contractor**

Where FortisBC performs any work in a Public Place, FortisBC shall act as the prime contractor or designate in writing its contractor to act as the prime contractor, within the meaning of Section 118 of the Workers Compensation Act (British Columbia) unless otherwise designated in writing by the Municipality or a third party working in such Public Place.

## **8. CLOSURE OR EXPROPRIATION OF PUBLIC PLACES**

### **8.1 Closure of Public Places**

Before any Public Places containing Company Facilities may be legally closed or alienated by the Municipality, the Municipality shall as soon as reasonably possible notify FortisBC of its intent to close or alienate such Public Places and either:

- (a) grant FortisBC a registered statutory right of way in a form satisfactory to FortisBC so as to maintain FortisBC's right to use the land; or
- (b) request FortisBC to remove and (if possible and practicable) relocate those Company Facilities affected by such closure or alienation at the sole cost of the Municipality.

### **8.2 Expropriation of Public Places**

If the Public Places are expropriated by an expropriating authority and FortisBC is required to remove the Company Facilities then the Municipality shall as soon as reasonably possible notify FortisBC of the expropriation. This Section 8.2 is applicable when the Municipality receives official notice of expropriation or otherwise becomes aware of expropriation through communications with the expropriating authority.

## **9. FACILITY CHANGES REQUIRED**

### **9.1 By FortisBC**

FortisBC may provide Notice to the Municipality that it requires Municipal Facilities to be altered, changed or relocated to accommodate its requirements. The Municipality will comply with FortisBC's requests to the extent it is reasonably able to do so and with reasonable speed and dispatch after receipt of written request. FortisBC agrees to pay for all of the Costs for changes to the affected Municipal Facilities. The Municipality shall provide estimates and invoices to FortisBC in respect of such work in accordance with Section 15 of this Agreement.

### **9.2 By the Municipality**

The Municipality may provide Notice to FortisBC that it requires Company Facilities to be altered, changed, temporarily shut-down, temporarily by-passed, or relocated to accommodate its requirements. FortisBC will comply with the Municipality's requests to

the extent it is reasonably able to do so and with reasonable speed and dispatch after receipt of written request. The Municipality agrees to pay for all of the Costs for changes to the affected Company Facilities except where such Company Facilities were not installed in conformity with Section 7.7 of this Agreement. FortisBC shall provide estimates and invoices to the Municipality in respect of such work in accordance with Section 15 of this Agreement.

This Section 9.2 is an agreement between the Municipality and FortisBC for the purpose of section 76(1)(c) of the *Oil and Gas Activities Act*.

## **10. JOINT PLANNING, COOPERATION AND COORDINATION**

### **10.1 Conduct of Construction and Maintenance Activities**

The Municipality and FortisBC agree to use reasonable efforts in carrying out their construction and maintenance activities in a manner that is responsive to the effect that it may have on the other party, as well as other users of Public Places. Such reasonable efforts include attending the planning meetings described in Section 10.2 below and reducing as much as is practical, the obstruction of access to Public Places, and interference with the facilities and activities of others in Public Places.

### **10.2 Communication and Coordination Activities**

At the initiation of the Municipality, representatives of the Municipality, FortisBC and other affected Utilities and third parties will meet each year, prior to the construction season, to discuss the parties' anticipated construction activities for that year and to review Planned Facilities. Such discussions will include

- (a) safe working practices;
- (b) the use of common trenching, common utility access facilities and such other common facilities as may be commercially reasonable and comply with operating and safety standards; and
- (c) the consolidation of planned New Work, Impact Service Work and maintenance work especially where pavement must be cut in order to avoid multiple excavations.

### **10.3 Municipal Planning Lead**

During such annual planning meetings, the Municipality shall lead the planning process for all Utilities and third parties with Planned Facilities in Public Places.

### **10.4 Mapping Information**

#### **10.4.1. Municipal Information**

The Municipality shall supply to FortisBC at no cost all record drawings and information it has for Municipal Facilities.

#### **10.4.2. FortisBC Information**

FortisBC shall supply to the Municipality at no cost all record drawings and information it has for Company Facilities within the Municipality, including abandoned mains.

#### **10.4.3. Co-Operation**

FortisBC and the Municipality shall co-operate to improve their mapping systems so they are compatible, provide the necessary information and are easily accessible to both parties.

### **11. MUTUAL INDEMNITY**

#### **11.1 Indemnity by FortisBC**

**11.1.1.** FortisBC indemnifies and protects and saves the Municipality harmless from and against all claims by third parties in respect to loss of life, personal injury (including, in all cases, personal discomfort and illness), loss or damage to property caused by FortisBC in:

- (a) placing, constructing, renewing, altering, repairing, maintaining, removing, extending, operating or using the Company's Facilities on or under any Public Places; and
- (b) any breach of this Agreement by FortisBC;

except to the extent contributed by negligence or default of the Municipality or the Municipal Employees.

**11.1.2.** This indemnity expressly extends to all acts and omissions of FortisBC Employees.

#### **11.2 Indemnity by the Municipality**

**11.2.1.** The Municipality indemnifies and protects and saves FortisBC harmless from and against all claims by third parties in respect to loss of life, personal injury (including, in all cases, personal discomfort and illness), loss or damage to property to the extent caused by the Municipality in:

- (a) placing, constructing, renewing, altering, repairing, maintaining, removing, extending, operating or using the Municipal Facilities on or under any Public Places;
- (b) any breach of this Agreement by the Municipality;

except to the extent contributed by the negligence or default of FortisBC or FortisBC Employees.

**11.2.2.** This indemnity expressly extends to all acts and omissions of Municipal Employees.

### **11.3 Limitations on Municipality's Liability**

All property of FortisBC kept or stored on the Public Places will be kept or stored at the risk of FortisBC. For further certainty, FortisBC acknowledges that the Municipality has made no representations or warranties as to the state of repair or the suitability of the Public Places for any business, activity or purpose whatsoever. FortisBC accepts its use of Public Places on an "as is" basis.

### **11.4 No Liability for Approval of Drawings and Plans**

The Municipality shall not be liable to FortisBC as a result only of the Municipality's approval of drawings and plans in connection with notices or applications for permits provided by FortisBC to the Municipality pursuant to this Agreement.

## **12. OPERATING FEE**

### **12.1 Fee Calculation**

**12.1.1.** FortisBC agrees to pay to the Municipality a fee of three percent (3%) (the "Operating Fee") of the gross revenues (excluding taxes) received by FortisBC for provision and distribution of all gas consumed within the Boundary Limits of the Municipality, other than gas consumed by customers from whom the BCUC has not allowed FortisBC to collect the Operating Fee, provided that the Municipality is permitted by law to charge such a fee. Such amount will not include any amount received by FortisBC for gas supplied or sold for resale.

**12.1.2.** The Municipality will provide FortisBC with thirty (30) days prior written notice of any boundary expansion so that existing and new customers in the expanded area can be included as a part of the annual payment fee.

**12.1.3.** FortisBC will be responsible for adding those existing and new customers within the new Municipal boundary upon receipt of such notice from the Municipality and the revised calculation of the fee will commence effective the date that is the later of the date of actual boundary change or thirty (30) days after the notification under section 12.1.2.

### **12.2 Payment Date and Period**

Payments by FortisBC to the Municipality will be made on the first day of March of each year of the Agreement in respect of the amount received by FortisBC during that portion of the term of this Agreement which is in the immediately preceding calendar year. By way of example only, payment made on March 1, 2015 will be the amount received during the 2014 calendar year.

### **12.3 BCUC Decision or Provincial Legislation**

In the event that a decision by the BCUC, other than periodic rate changes as a result of commodity, delivery or margin increases or decreases, or new legislation by the Provincial Government, impacts the operating fee being paid to the Municipality so as to increase it or decrease it by more than 5% annually at the time of the decision or in subsequent years, the parties shall negotiate a new operating fee formula which best reflects the revenue stream received by the Municipality under this Agreement. For greater certainty, the parties acknowledge that a change to the BCUC's decision that FortisBC shall provide the agency billing and collections service for marketers on a mandatory basis, as set out in the "Business Rules for Commodity Unbundling", dated June 5, 2003 as set out in Appendix A to Letter No. L-25-03, may impact the operating fee being paid to the Municipality.

### **13. OTHER APPROVALS, PERMITS OR LICENSES**

Except as specifically provided in this Agreement, the Municipality will not require FortisBC to seek or obtain approvals, permits or licenses related to FortisBC's use of the Public Places as contemplated in this Agreement. The Municipality will not charge or levy against FortisBC any approval, license, inspection or permit fee, or charge of any other type, that in any manner is related to or associated with FortisBC constructing, installing, renewing, altering, repairing, maintaining or operating Company Facilities on any Public Places or in any manner related to or associated with FortisBC exercising the powers and rights granted to it by this Agreement (other than for repair of damage to the Municipal Facilities or Public Places in accordance with Section 15) .

If the Municipality does charge or levy fees or costs against FortisBC (other than for repair of damage to the Municipal Facilities or Public Places in accordance with Section 15) then FortisBC may reduce the annual operating fee payable to the Municipality under Section 12 by an amount equal to such charges, fees or costs or in the event no annual operating fee is payable, FortisBC will not be required to pay such charges or fees or costs.

### **14. MUNICIPAL OBLIGATIONS**

#### **14.1 Municipal Work**

**14.1.1.** Before the Municipality undertakes routine maintenance and repair that is likely to affect Company Facilities, it must give FortisBC as much notice as it can but not less than fifteen (15) days before commencing such construction or maintenance activity.

**14.1.2.** Where the Municipality is required to carry out Emergency Work, the Municipality shall not be required to give prior notice but shall do so as soon as possible thereafter.

- 14.1.3.** FortisBC will be entitled to appoint at its cost a representative to inspect any construction or maintenance activity undertaken by the Municipality. The provisions of this section do not relieve the Municipality of its responsibilities under the *Gas Safety Act, Oil and Gas Activities Act*, and successor legislation, regulations thereunder, or the requirements of the BC Workers' Compensation Board.
- 14.1.4.** In addition, the Municipality shall provide Notice to FortisBC of any work planned that will be adjacent to, across, over or under a Transmission Pipeline or within a right-of-way for a Transmission Pipeline. To the extent that FortisBC requires that permit be issued for construction or other activities within a Transmission Pipeline right-of-way, the Municipality will submit an application for such a permit in sufficient time for the application to be reviewed and approved by FortisBC prior to the commencement of the construction or other activity.
- 14.1.5.** The Municipality shall assist FortisBC in FortisBC's efforts to reduce instances of residences being built over gas lines and other similarly unsafe building practices by third parties.
- 14.1.6.** The Municipality shall not interfere with Transmission Pipeline markers.
- 14.1.7.** The Municipality shall provide notice to FortisBC of any damage caused by the Municipality to Company Facilities or Transmission Pipeline Markers as soon as reasonably possible. To the extent that any of the work being done by the Municipality results in damage to the Company Facilities, the Municipality will report such damage and pay FortisBC its Costs arising from such damage in accordance with Section 15.1 below. Where such damage results directly from inaccurate or incomplete information supplied by FortisBC, and the Municipality has complied with all applicable laws and regulations, and with instructions supplied by FortisBC, then the cost of repairing the damaged Company Facilities will be at the expense of FortisBC.
- 14.1.8.** The Municipality shall notify FortisBC of any new bylaws, standards or policies adopted or passed by the Municipality that are likely to affect FortisBC's operations in Public Places.

## **15. COSTS AND PAYMENT PROCEDURES**

### **15.1 Definition of Costs**

Wherever one party is required to pay the other party Costs as a result of damage caused by one party to the other's property or for facility changes required in accordance with Section 9 of this Agreement, the Costs shall be:

- (a) all direct expenses and disbursements incurred to restore such property to as good a state of repair as had existed prior to the damage;



- (b) reasonable administration and overhead charges on labour, equipment and materials;
- (c) such taxes as may be required in the appropriate jurisdiction;
- (d) the cost of the lost commodity as determined by the claiming party;
- (e) the cost for additional work related to the damage (for example, gas relights, flushing water mains); and
- (f) cost of supplying alternate or temporary service until the repair of the property is made.

## **15.2 Cost Claim Procedures**

**15.2.1.** Wherever one party is claiming Costs of the other party in regard to any work or issue arising under this Agreement the claiming party shall:

- (a) Notify the other party of the loss no later than two (2) months after incurring costs and provide an invoice to the other party no later than one year after incurring Costs;
- (b) provide detailed descriptions of the cost items, provided that claiming party may require the other party to keep sensitive business information, including third party information, confidential;
- (c) provide the time period the invoice covers;
- (d) provide a minimum of twenty-one (21) day terms for payment of the invoice; and
- (e) provide for late payment interest at the rate consistent with the party's policy for charging for late payments, which rate must be reasonable.

**15.2.2.** The party claiming Costs shall have no right of set off for these invoices against any amounts otherwise payable to the other party, except to the extent so approved in writing by the other party.

## **15.3 Cost Verification Procedures**

**15.3.1.** Wherever either party is the recipient of or is claiming Costs and or fees that party may at its own discretion request from the other party:

- (a) Certification by an officer or designated representative verifying the calculations and computations of the Costs and or fees; or
- (b) An internal review or audit of the calculations and computations of the Costs and or fees, with the internal review or audit to be carried

out by a person appointed by the party being asked to provide the review; or

- (c) An independent external audit of the calculations and computations of the costs and fees, with the independent external auditor being a Chartered or a Certified General Accountant in British Columbia appointed by the party requesting the external audit.

**15.3.2.** The costs of this cost verification process shall be borne by the party who is required to supply the information except as otherwise specified providing the frequency of such requests does not exceed once per calendar year. For all future cases which occur in that calendar year, the costs of such further verifications shall be at the expense of the requester.

Where the independent external audit finds and establishes errors representing a variance greater than two (2%) percent of the originally calculated value in favour of the party claiming Costs, the costs shall be at the expense of the party supplying the information. Once an error has been verified, payment or refund of the amount found to be in error will be made within twenty-one (21) days.

## **16. START, TERMINATION AND CONTINUITY**

### **16.1 Municipal Authority to Enter into Agreement**

Prior to entering into this Agreement the Municipality will complete all procedures, obtain all consents and enact and bring into force all resolutions required under the *Community Charter*, and amendments thereto, and all other applicable legislation, to approve and authorize this Agreement.

### **16.2 Agreement Not Binding Until Conditions Met**

This Agreement will not come into effect and does not bind the parties until:

- (a) FortisBC has obtained such approvals of this Agreement, or its terms, as may be required under the *Utilities Commission Act*; and
- (b) The Municipality has obtained authority permitting it to charge the operating fee set out in Section 12.1 this Agreement.

Upon executing this Agreement FortisBC shall make reasonable efforts to fulfill the condition under paragraph (a) and the Municipality shall make reasonable efforts to fulfill the condition under paragraph (b). If these conditions is not fulfilled or waived within one (1) year of the date of execution of this Agreement, then the obligation on FortisBC or the Municipality, as the case may be, to make reasonable efforts to fulfill the condition will terminate, and neither party will have any further obligation to the other under this Agreement.

### **16.3 Termination of Franchise Agreement**

If not already terminated or expired, any franchise and operating agreement between the Municipality and FortisBC is terminated upon the effective date of this Agreement as referred to in Section 16.2 of this Agreement.

### **16.4 Term of Agreement**

This Agreement will have a term of twenty (20) years from the date that it comes into effect and after the initial term shall continue indefinitely unless terminated in accordance with Section 16.5 below.

### **16.5 Termination of Agreement**

**16.5.1.** This Agreement may be terminated by the Municipality upon the occurrence of any of the following events:

(a) FortisBC admits its inability to pay its debts generally as they become due or otherwise acknowledges its insolvency;

(b) FortisBC starts proceedings or takes any action to commence or executes an agreement to authorize its participation in any proceeding:

(i) seeking to adjudicate it bankrupt or insolvent;

(ii) seeking liquidation, reorganization, arrangement, protection, relief or composition of it or any of its property or debt or making a proposal with respect to it under any law relating to bankruptcy, insolvency, reorganization or compromise of debts or other similar laws; or

(iii) seeking the appointment of a receiver, trustee, agent, custodian or other similar official for it or for any substantial part of its assets or if a creditor seeks the appointment of a receiver, trustee, agent, custodian or other similar official for any substantial part of its assets; and such proceeding is not dismissed, discharged, stayed or restrained within twenty (20) days of the Municipality becoming aware of it.

**16.5.2.** Either party may terminate if other breaches any term, provision, obligation hereunder and such breach, is a material major breach, and has not been cured within sixty (60) days of receipt of Notice of such breach. A Party will not be considered to be in default if such matter is in dispute or has been referred to commercial arbitration, the outcome of which is pending, or is being resolved in good faith compliance with the dispute resolution and arbitration processes of this Agreement.

**16.5.3.** After the initial twenty (20) year term of this Agreement, either party may terminate this Agreement by giving the other not less than one (1) year's notice of termination.

## **16.6 Amendments and Waivers**

This Agreement may be amended only by an agreement in writing signed by the parties. No waiver of any provision nor consent to any exception to the terms of this Agreement shall be effective unless in writing and signed by the parties to be bound, and then only to the specific purpose, extent and instance so provided. No waiver, delay or failure to exercise any rights under this Agreement shall be construed as a continuing waiver of such right or as a waiver of any other right under this Agreement.

The parties agree to meet to discuss the operations of the Agreement within thirty (30) days of either party making the request. Such a meeting will determine whether any amendments are required to this Agreement and the parties shall discuss any proposed amendments with a view to maximizing the benefit of the relationship.

## **16.7 Negotiations on Termination or Expiry of this Agreement**

Upon one party giving Notice to the other of termination of this Agreement, the parties shall negotiate in good faith to enter into a new agreement with respect to the terms and conditions under which FortisBC may use the Public Places. In the event that such negotiations break down and in the opinion of one or other of the parties acting in good faith that settlement is unlikely, either party may give Notice to the other of its intention to apply to the BCUC to seek resolution of the terms and conditions applicable to FortisBC's continued operations and construction activities within the Municipality.

## **16.8 Continuity In The Event No Agreement Is Settled**

Upon the expiry or termination of this Agreement, if a new agreement has not been ratified or if the BCUC has not imposed the terms and conditions under which FortisBC may use the Public Places, the following provisions will apply:

- (a) The Company Facilities within the boundary limits of the Municipality both before and after the date of this Agreement shall remain FortisBC's property and shall remain in the Public Places.
- (b) The Company Facilities may continue to be used by FortisBC for the purposes of its business, or removed from Public Places in whole or in part at FortisBC's sole discretion.
- (c) FortisBC may continue to use Public Places within the Municipality for the purposes of its business. FortisBC's employees, may enter upon all the Public Places within the Boundary Limits of the Municipality to maintain, operate, install, construct, renew, alter, or place Company Facilities; provided that FortisBC continues to operate in a manner consistent with the terms and conditions of this Agreement as if the term had been extended except with respect to the payment of the operating fee.

(d) FortisBC will with the support of the Municipality take such steps necessary to seek BCUC approvals of the extension of terms and conditions including payment of the operating fee under the terminated agreement during negotiations of a new agreement.

(e) Should FortisBC no longer be authorized or required to pay the operating fee under this or any other Agreement between it and the Municipality or by any order of the BCUC, the Municipality shall be free to apply such approval, permit and licence fees, charges and levies it is legally entitled to collect.

## **17. ACCOMMODATION OF FUTURE CHANGES**

### **17.1 Outsourcing of Infrastructure Management**

In the event that the Municipality assigns the task of infrastructure management to a third party:

(a) the Municipality will ensure that its contracts for such infrastructure management contain provisions that will allow the Municipality to meet its obligations under and to comply with the terms and conditions of, this Agreement; and

(b) FortisBC will accept the appointment of such third party as the Municipality's agent or subcontractor to enable such third party to deal directly with FortisBC so as to enable the Municipality to comply with the terms, obligations and conditions of this Agreement.

### **17.2 Changes to the Community Charter**

In the event that the provisions of the *Community Charter* or other legislation affecting the rights and powers of municipalities change in such a way as to materially, in the opinion of the Municipality, affect municipal powers in respect to matters dealt with in this Agreement,

(a) the Municipality may within one year of the change coming into effect propose new agreement terms with respect to only those specific changes and FortisBC agrees to negotiate such terms; and

(b) failing satisfactory resolution of the terms of the Agreement either of the parties may seek resolution through the Dispute Resolution Process, Section 18.

### **17.3 Changes to the Utilities Commission Act**

In the event that the provisions of the *Utilities Commission Act* or other legislation affecting the rights and powers of regulated Utilities change in such a way as to

materially, in FortisBC's opinion, affect FortisBC's powers in respect to matters dealt with in this Agreement,

- (a) FortisBC may within one year of the change coming into effect propose new agreement terms with respect to only those specific changes and the Municipality agrees to negotiate such terms; and
- (b) failing satisfactory resolution either of the parties will seek resolution through the Dispute Resolution Process, Section 18.

## **18. DISPUTE RESOLUTION**

### **18.1 Mediation**

Where any dispute arises out of or in connection with this Agreement, including failure of the parties to reach agreement on any matter arising in connection with this Agreement, the parties agree to try to resolve the dispute by participating in a structured mediation conference with a mediator under the Rules of Procedure for Commercial Mediation of The Canadian Foundation for Dispute Resolution.

### **18.2 Referral to the BCUC or Arbitration**

If the parties fail to resolve the dispute through mediation, the unresolved dispute shall be referred to the BCUC if within its jurisdiction. If the matter is not within the jurisdiction of the BCUC, such unresolved dispute shall be referred to, and finally resolved or determined by arbitration under the Rules of Procedure for Commercial Arbitration of The Canadian Foundation for Dispute Resolution. Unless the parties agree otherwise the arbitration will be conducted by a single arbitrator.

### **18.3 Additional Rules of Arbitration**

The arbitrator shall issue a written award that sets forth the essential findings and conclusions on which the award is based. The arbitrator will allow discovery as required by the *Arbitration Act* of British Columbia in arbitration proceedings.

### **18.4 Appointment of Arbitrator**

If the arbitrator fails to render a decision within thirty (30) days following the final hearing of the arbitration, any party to the arbitration may terminate the appointment of the arbitrator and a new arbitrator shall be appointed in accordance with these provisions. If the parties are unable to agree on an arbitrator or if the appointment of an arbitrator is terminated in the manner provided for above, then any party to Agreement shall be entitled to apply to a judge of the British Columbia Supreme Court to appoint an arbitrator and the arbitrator so appointed shall proceed to determine the matter *mutatis mutandis* in accordance with the provisions of this Section.

### **18.5 Award of Arbitrator**

The arbitrator shall have the authority to award:

- (a) money damages;
- (b) interest on unpaid amounts from the date due;
- (c) specific performance; and
- (d) permanent relief.

### **18.6 Cost of Arbitration**

The costs and expenses of the arbitration, but not those incurred by the parties, shall be shared equally, unless the arbitrator determines that a specific party prevailed. In such a case, the non-prevailing party shall pay all costs and expenses of the arbitration, but not those of the prevailing party.

### **18.7 Continuation of Obligations**

The parties will continue to fulfill their respective obligations pursuant to this Agreement during the resolution of any dispute in accordance with this Section 18, provided that, neither party shall proceed with any work or activity or take any further action which is the subject matter of the dispute.

### **18.8 Matters Not subject to Arbitration**

For certainty the conditions precedent referred to in Section 16.2 shall not be subject to arbitration.

## **19. GENERAL TERMS & CONDITIONS**

### **19.1 No Liens**

FortisBC will do its best to not allow, suffer or permit any liens to be registered against the Company Facilities located in Public Places as a result of the conduct of FortisBC. If any such liens are registered, FortisBC will start action to clear any lien so registered to the Public Place within ten (10) days of being made aware such lien has been registered. FortisBC will keep the Municipality advised as to the status of the lien on a regular basis. In the event that such liens are not removed within ninety (90) days of the registration of such lien, FortisBC will pay them in full or post sufficient security to ensure they are discharged from title.

### **19.2 Corporate Authority**

FortisBC now warrants, represents and acknowledges that:

- (a) it has the full right, power and authority to enter into this Agreement; and

(b) it is a corporation, duly organized, legally existing and in good standing under the laws of its jurisdiction of incorporation or continuance and is lawfully registered and licensed to do business in British Columbia.

### **19.3 Representations**

Nothing in this Agreement shall be deemed in any way or for any purpose to constitute either party as the legal representative, agent, partner or joint venturer of the other, nor shall either party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name of, or on behalf of the other party.

### **19.4 Assignments and Enurement**

This Agreement and any rights or obligations under it are not assignable by either party, without the prior written consent of the other party hereto, such consent not to be unreasonably withheld. This Agreement shall be binding upon, enure to the benefit of, and be enforceable by, the successors and permitted assigns of the parties hereto.

### **19.5 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

### **19.6 General**

This Agreement is subject to the laws of Province of British Columbia and the applicable laws of Canada, and nothing in this Agreement will be deemed to exclude the application of the provisions of such laws, or regulations thereunder.

### **19.7 Entire Agreement**

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter herein contained and supersedes all prior agreements and undertakings with respect thereto.

### **19.8 Severability**

If any provision of this Agreement is held invalid by any court, governmental agency or regulatory body, the other provisions to the extent permitted by law shall remain in full force and effect. To the extent permitted by applicable law, the parties hereby waive any provision of law that renders any provision hereof prohibitive or unenforceable in any respect.

### **19.9 Force Majeure**

Neither party shall be liable to the other for temporary failure to perform hereunder, if such failure is caused by reason of an Act of God, labour dispute, strike, temporary breakdown of facilities, fire, flood, government order or regulations, civil disturbance,



non-delivery by program suppliers or others, or any other cause beyond the parties' respective control.

**19.10 Notice**

Any notice or other written communication required, or permitted to be made or given pursuant to this Agreement (the "Notice") shall be in writing and shall be deemed to have been validly given if delivered in person or transmitted electronically and acknowledged by the respective parties as follows:

(A) If to the Municipality: \_\_\_\_\_  
\_\_\_\_\_

(B) If to FortisBC:

FORTISBC ENERGY (VANCOUVER ISLAND) INC. 16705 Fraser Highway  
Surrey, B.C. V4N 0E8 Attention: Director, Regulatory Affairs

**THE CITY OF COURTENAY**  
830 Cliffe Avenue  
Courtenay  
British Columbia  
V9N 2J7

by its authorized signatories

\_\_\_\_\_  
Larry Jangula, Mayor

\_\_\_\_\_  
John Ward  
Director of Legislative Services

**FORTISBC ENERGY (VANCOUVER ISLAND) INC.**  
by its authorized signatories

Authorized Signatory

Authorized Signatory

**Gas Service Line Work Permit Request Vancouver Island Municipalities  
SCHEDULE A**



To Municipality:	<i>Fax/email:</i>	Date (Yr/ Mth/ Day) / /
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FortisBC Energy (Vancouver Island) Inc. hereby gives notice of its intention to perform work on a natural gas service to the following listed addresses, and that excavations within a public place will occur at each location

To Municipality:	<i>Fax/email:</i>	Date (Yr/ Mth/ Day) / /
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**Instructions:**

- Email is preferred
- Describe service location relative to facing front of property. i.e. Front/Left, Centre or Right: Back/Right Centre or Right
- Brief description of impact;

**Impacts are:**

- Public pavement
- Public trees, wetlands or other such environmentally sensitive areas
- Archeologically significant areas
- Existing municipal or third party facilities

**General Conditions:**

As contained in the operating agreement between the Municipality and FortisBC Energy (Vancouver Island) Inc.

**Reply to:**

Pre-Requisite Desk FortisBC Energy (Vancouver Island) Inc. 16705 Fraser Highway, Surrey, BC V4N 0E8 E-mail: Pre-RequisiteDesk@FortisBC.com Toll free tel: 1-866-771-7337 Toll free fax: 1-877-413-1152



THE CORPORATION OF THE CITY OF COURTENAY

## STAFF REPORT

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**To:** Council

**File No.:**3060-20-1312

**From:** Chief Administrative Officer

**Date:** October 20th, 2014

**Subject:** Development Permit with parking variance for 355 Anfield Road

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### **PURPOSE:**

The purpose of this report is to consider a development permit for the form and character of a 94 unit rental apartment complex located at 355 Anfield Road including a variance to the minimum required number of parking stalls.

### **CAO RECOMMENDATIONS:**

That based on the October 20th, 2014 staff report "Development Permit with parking variance for 355 Anfield Road", Council support OPTION 1 and approve Development Permit with variance No. 1312 as attached.

Respectfully submitted,

David Allen, BES, CLGEM, SCLGM  
Chief Administrative Officer

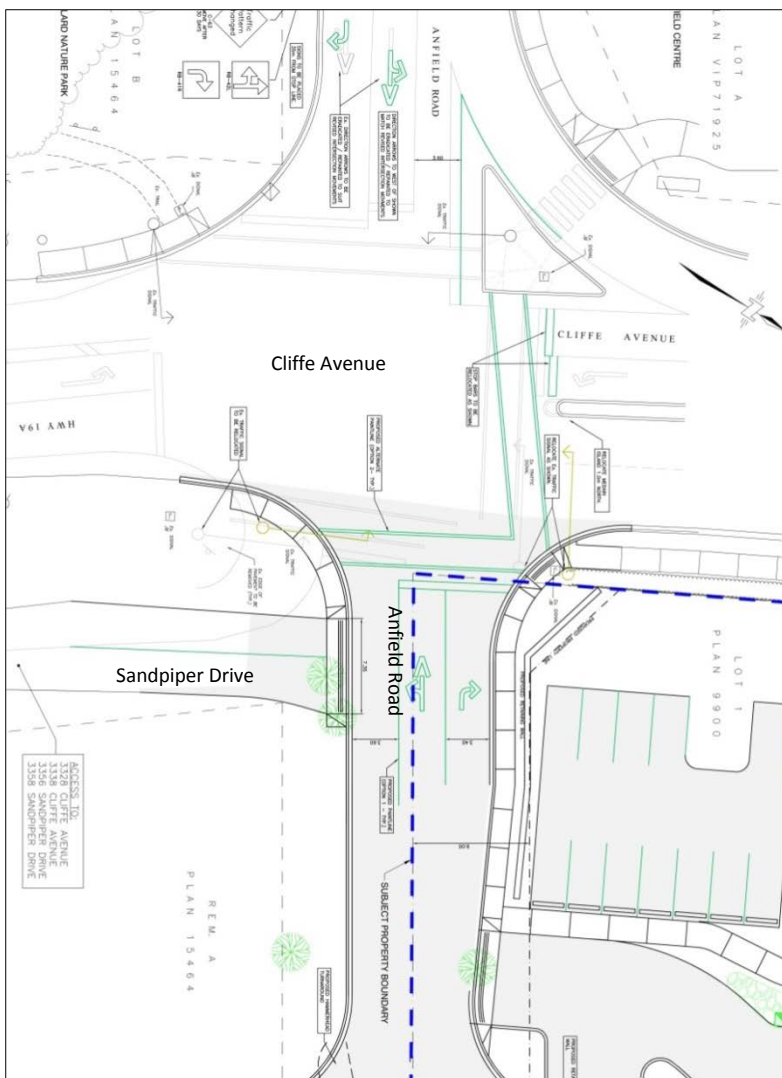
### **BACKGROUND:**

At the regular Council meeting of January 13, 2014 Council gave final approval to a bylaw rezoning the subject properties from R-RU (CVRD), CR-1 (CVRD) and R-1 to Residential Four A (R-4A) to facilitate the development of a 94 unit rental apartment complex. A housing agreement bylaw that requires the units to remain as rentals for a period of 10 years from the date of occupancy was then adopted on February 11, 2014. The proposed development permit now being considered is consistent with the application submissions and the presentation made to Council during the rezoning process.

### **DISCUSSION:**

Following the adoption of the zoning amendment bylaw, staff and the applicant engaged in an analysis of the design for the intersection of Anfield Road and Cliffe Avenue.

During this review it was evident the short section of Sandpiper Drive running parallel to Cliffe Avenue, and in particular it's connection to Anfield Road, created a less than desirable situation as it relates to traffic movements. Of concern was the proximity of the Sandpiper/Anfield intersection to the Cliffe/Anfield intersection. These two intersections in such close proximity creates the potential for conflict with a northbound vehicle turning left onto Anfield from Sandpiper with vehicles turning east from Cliffe onto Anfield. To overcome this issue the consulting engineer has proposed making Sandpiper a one way street southbound and adding a new intersection from Sandpiper onto Cliffe at the south end of Sandpiper. Final design details are yet to be determined but the concept is one that has been accepted in principle by both the City and the applicant.



*Official Community Plan Review:*

Located within walking distance of many commercial and employment opportunities, in addition to being on a walkway and transit corridor that link the project to the downtown, the development is well situated to allow tenants to choose alternatives to cars for transportation. This will assist to reduce greenhouse gas emissions that could otherwise be generated by such a development and meet many of the goals of the Planning for Climate Change chapter of the OCP.

The proposed development will also assist in achieving Policy 4.6.6.3 (8) of the OCP which seeks to add a new linkage from the Riverway to Millard Creek Park on the west side of Cliffe Avenue. To this end, the applicant will construct a 3m wide walkway within the Anfield Road right of way to connect Cliffe Avenue with the Riverway. This new walkway will align with the existing signalled intersection and provide safe pedestrian access from the Riverway to the Millard Creek Park. This connection will also provide a pedestrian/cycling connection from the Riverway to the shopping and employment opportunities at the Anfield Commercial Centre. Construction of the walkway is included in the development covenant registered at the time of rezoning.

An environmental assessment was completed for the project by Current Environmental and submitted with the application to rezone. The results of this assessment indicate there are no Environmentally Sensitive Areas within the subject property. However, the development is adjacent to a forested wetland and a small

drainage that connects to the estuary (the Riverway trail separates the site from these features). The assessment concludes setbacks of 10m to the watercourse and 15m to the wetland are warranted. The proposed site layout is consistent with these recommendations. Additionally, the report recommends methods for stormwater management, and habitat enhancements within the watercourse and wetland area. Best management practices for construction are also recommended. These requirements are included in the development covenant registered at the time of rezoning and must be fulfilled prior to issuance of a building permit.

An archaeological assessment has been undertaken by Baseline Archaeological Services and no archaeological materials were found on the site. The author concludes the project has low potential for impacting archaeological remains.

Attachment No. 2 contains a written submission from the applicant outlining how they have addressed the development permit guidelines relevant to their proposal. Staff is satisfied that the project generally meets the intent of the guidelines including building siting, scale, design, exterior materials, and landscaping. If Council believes a guideline of relevance has not been met, it would be appropriate to provide the applicant clear direction on the design changes required to meet the guideline(s) so they can obtain approval.

#### *Zoning Bylaw Review:*

The proposed development will comply with all the provisions of the Residential Four A zone with regard to building height, setbacks, lot coverage and useable open space. However, as discussed at the time of rezoning the proposal will require consideration of a parking variance. In this regard, the zoning bylaw requires 1.5 spaces per dwelling unit. For the proposed 94 dwelling units a total of 141 spaces are required. The applicant has proposed a total of 117, thus requiring a variance of 24 spaces or 17%. This request is based on a worst case scenario for the road dedication requirements on Anfield Road. The final parking count may be higher depending on the detailed design of the road. If the final design results in less than 117 spaces, the applicant will be required to apply for another variance.

#### **FINANCIAL IMPLICATIONS:**

The proposed development will be required to pay Development Cost Charges (DCC) in the amount of \$1,147,270 of which \$388,690 is the City DCC and \$758,580.00 is the Regional District charge. Additionally, the applicant will contribute \$47,000.00 to the "Parks, Recreation, Cultural and Seniors Facilities Amenity Reserve Fund". As the project is anticipated to be constructed in phases the amenity contribution will be received with each phase of development. The same holds true for the Development Cost Charges.

During the review process the City incurred consulting fees of \$6,000 related to the intersection design. If the development proceeds the City has also committed to contribute an additional \$10,000.00 to install a right hand turn lane on Anfield. Additionally, the City has agreed to fund the new intersection at Sandpiper and Cliff with the highway DCCs generated by the project.

#### **ADMINISTRATIVE IMPLICATIONS:**

Following approval of the rezoning application staff has spent approximately 50 hours on the development permit application. Most of this time has been geared toward review of the intersection design.

If approved an additional hour of staff time will be required to prepare the notice of permit, have it registered on title and close the file.

**STRATEGIC PLAN REFERENCE:**

Not referenced.

**OFFICIAL COMMUNITY PLAN REFERENCE:**

The proposal is consistent with the existing multi residential OCP and Local Area Plan land use designation for the properties. The proposal will achieve the goal of adding a Riverway connection to Millard Creek Park and the development location on transit and walkway corridors near existing services provides opportunities to meet climate action goals.

**REGIONAL GROWTH STRATEGY REFERENCE:**

The proposed development is consistent with the RGS goals and objectives to ensure a diversity of housing options to meet evolving demographics and needs, and to locate housing in core settlement areas close to existing services.

**CITIZEN/PUBLIC ENGAGEMENT:**

The applicant held a public information meeting on September 26, 2013 at the Westerly Hotel in connection with the application to rezone the property. The eventual need for a parking variance was discussed at the meeting. The meeting was attended by one adjacent land owner who expressed support for the project. The minutes of the meeting are attached for reference.

**OPTIONS:**

- OPTION 1: Approve Development Permit with variance No. 1312 as attached (Recommended).
- OPTION 2: Defer consideration of Development Permit No. 1312 pending receipt of addition information.
- OPTION 3: Do not approve Development Permit No. 1312 and outline the guidelines that have not been satisfied.

Prepared by:



Ian Buck, MCIP, RPP  
Manager of Planning

Peter Crawford, MCIP, RPP  
Director of Development Services

**Attachment No.1**



**ACADIA**  
3230-3260 CLIFFE AVE. COURTENAY, BC.

**GIESBRECHT  
DESIGNS  
INCORPORATED**





ACADIA  
3230-3260 CLIFFE AVE. COURTENAY, BC.

GIESBRECHT  
DESIGNS  
INCORPORATED



ACADIA  
3230-3260 CLIFFE AVE. COURTENAY, BC.



GIESBRECHT  
DESIGNS  
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ACADIA  
3230-3260 CLIFFE AVE. COURTENAY, BC.

GIESBRECHT  
DESIGNS  
INCORPORATED

ACADIA  
3230-3260 CLIFFE AVE. COURTENAY, B.C.

GIESBRECHT  
DESIGNS  
INCORPORATED



**ACADIA ON THE WALK**  
**3230, 3240, 3250 & 3280 CLIFFE AVENUE**  
OCP Guideline Review

To ensure that all guidelines are met by this development permit application we have responded to the multi-family guidelines section in the format in which it is written. Please refer to the sections below taken from section 8.5 in the City of Courtenay OCP guidelines.

**8.5**

3. Guidelines

A. Form and Character

1. Each building has been designed to encompass the heritage of the City of Courtenay. The main entrances are constructed of handcrafted timber accents, stone masonry and structural columns. These details are carried throughout the façade of the buildings. Decorative ornamental knee braces and support columns are used to add character in strategically selected areas.

2. The buildings are situated in a North to South direction running parallel to Cliffe Avenue giving a village feel to the corridors.

3. The natural grade of the site slopes from Cliffe Avenue down to the Courtenay Heritage Riverwalk. The building plots are stepped down and staggered to capitalize on the natural site contours and to break up the massing of the two buildings, allowing for usable open spaces and visible character landscaping between the buildings.

4. The variable site contours and mature cedar hedge bordering Cliffe Avenue lend themselves to our desired achievement of maintaining the harmony of the neighbourhood and to minimize disruption.

5. The plans submitted with the development permit application conforms with the requirements of this section.

6. N/A

7. N/A

8. N/A

- 2 -

9. The lower building runs parallel to the Riverwalk allowing the bottom floor occupants to look out over the estuary and have a recreational component as pedestrian traffic passes by their doorstep. The upper floors will take advantage of the view of the Comox Harbor. The fourth floor has been designed to take full advantage of the breathtaking views and by stepping the ceiling height up to nine feet and adding oversized transom windows the benefit of additional natural sunlight is achieved. The upper building is staggered and sits higher on the site than the lower building to further capitalize on the views allowing residents to see past the exterior walls of the lower building and take advantage of the views. A common courtyard area has been incorporated between the buildings to add interest to the units facing the parking lot. They will look out over a large lawn area and a gazebo gathering area.

10. Each building has been given a colour pallet of five main colors and four different textures of materials. Along with architectural bump outs and jogs this has allowed for a unique building façade that fully encompass the heritage design scheme that defines the City of Courtenay.

11. The main roof has a lower pitch to minimize the effect on the view lines. Accent rooflines and gables have been added for architectural value. They have been given a steeper pitch to add character.

12. Partition walls will be constructed between each private deck area to ensure privacy for each resident and add further character to the building's design.

13. We plan on sequentially constructing each building.

#### B. Signage

1. The main sign for this project has been designed within the guidelines set out in the City of Courtenay sign bylaw. It has been architecturally designed to encompass the natural surroundings of the development. It will be complete with masonry accents to tie into the buildings and natural beach logs and heavy gauge rope to add a natural nautical flare to the project, which will be carried throughout the landscaping.

#### C. Siting, landscaping, Screening

1. 4site Landscape Architecture has been retained for this project and has provided a preliminary landscape plan for the project.

2. (Refer to submission provided by 4site Landscape Architecture)

- 3 -

3. A large common, gathering area has been designated between the two buildings. This area will be complete with a covered gazebo area, large lawn area bordered by manicured planting beds.

4. (Please refer to C.3) The proposed development will also incorporated a bicycle storage building to add to the storage capacity offered within the dwelling units.

5. (Please refer to proposed landscape plan)

6. N/A

7. The proposed development will not affect the privacy of any adjoining properties. The property to the north has been retained for a storm water detention pond for a neighboring commercial development. The property to the south is part of the Comox Harbour estuary lands and the property to the south is forest reserve.

8. As part of the landscaping plan, a mature strip of cedar hedge trees have been identified to be maintained along the Cliffe Avenue corridor. The remainder of the site has been previously cleared and does not have any mature growth trees.

9. The mature growth hedge along Cliffe Avenue will act as a noise and privacy buffer for the residences.

10. The elevations of each building footprint has been established taking into consideration the natural grade. The development will incorporate the natural grade to minimize cut and fills. Terraced retaining walls and landscape features will be used to make gradual transitions in elevation within the site.

11. (Please refer to a garbage enclosure detail in the application package) We propose to build a custom wood garbage enclosure complete with power coated aluminum accents. Landscaping will also be used to minimize the massing of the structure.

12. (Please refer to C.7)

13. (Please refer to proposed landscape plan) It should also be noted that the boulevards along Cliffe Avenue have been previously landscaped in accordance with current standards.

14. All parts of the site will be developed and maintained.

15. (Please refer to Environmental Impact Assessment prepared by Current Environmental)

- 4 -

16. All items covered by the team of consultants retained for this project are addressed in the various reports attached.

17. Please refer to the storm water management plan prepared by McElhanney (attached to application).

18. Setback lines have been clearly identified in mapping/sketch plans created in conjunction with Current Environmental and McElhanney and will be surveyed and maintained during construction. Any environmentally sensitive areas will be fenced and maintained.

19. (Please refer to Environmental Impact Assessment prepared by Current Environmental)

20. No watercourses have been identified within the property.

21. All landscape bylaws and guidelines were taken into consideration when the plan was designed by 4site Landscape Architecture. As a retained consultant, 4site will ensure that design guidelines are met during their design and inspection process.

22. As part of the development permit guidelines 4site Landscape Architecture has been retained to complete a full landscape plan.

#### D. Lighting

1. We will be using a qualified electrical engineer to model and design the parking lot lighting. On previous projects, we have been successful in providing well-lit and secure parking lot areas that meet all night sky compliancy guidelines and do not affect neighbouring properties with light pollution.

2. Our electrical engineer will follow all guidelines and bylaws set out by the City of Courtenay. We have been able to meet and exceed all requirements by using LED lighting technology.

#### E. Parking

1. (Please refer to landscape plan prepared by 4site Landscape Architecture) The parking lot has been broken with landscape islands and terracing. All parking spaces will be clearly numbered and visitor parking will be identified.



- 5 -

2. (Please refer to landscape plan prepared by 4site Landscape Architecture). The mature hedge along Cliffe Avenue will provide adequate screening from neighbouring roadways and landscape components have been detailed within the site to minimize the impacted relationship between pedestrians and motorists.

3. (Please refer to Landscape plan prepared by 4site Landscape Architecture) Loading zones have been carefully selected adjacent to the main entrances and landscape medians and islands have been used to divide the parking lot into smaller sections. Extruded curbing will be used in all asphalt surface areas to provide a well-defined and maintained border between parking areas and landscaped sections.

4. (Please refer to landscape plan prepared by 4site Landscape Architecture).

## THE CORPORATION OF THE CITY OF COURTENAY

Permit No.DPwV 1312

### DEVELOPMENT PERMIT with VARIANCES

October 20, 2014

#### To issue a Development Permit with Variances

**To:** Name: Veyron Properties Group Ltd. (Inc. #BC0924064)  
Address: 7120 Gold River Highway  
Campbell River, BC V9H 1P1

#### Property to which permit refers:

Legal: Parcel A (Being a consolidation of Lots 1 to 4, See CA3699181) Section 67, Block 1, Comox District, Plan 9900 (PID: 029-296-749)

Civic: 355 Anfield Road

#### Conditions of Permit:

Permit issued to allow the development of a 94-unit apartment complex in 2 buildings with the following variances to the *City of Courtenay Zoning Bylaw No. 2500, 2007*:

- *Section 7.1.2 (1)– Parking*, reduce the required number of parking spaces from 141 to 117;

Development Permit with Variances No. 1312 is subject to the following conditions:

- a) Development must be in conformance with the plans and elevations contained in **Schedule No. 1**;
- b) All accessory buildings shall be finished with materials and colours consistent with the principle buildings;
- c) The applicant is required to ensure the development meets applicable flood construction levels in effect at the time of building permit;
- d) The applicant is required to follow all the recommendations contained in the Lewkowich Engineering Associates report dated January 23, 2013 and any updates to it;
- e) Installation of landscaping in general conformance with the plans contained in **Schedule No. 2**, **NOTE: a detailed landscape plan with updated cost estimates must be submitted prior to issuance of a building permit that is consistent with the final parking lot layout and approved stormwater management plan;**

- f) Minimum depth of topsoil or amended organic soil on all landscaped areas as follows: shrubs – 450 mm; groundcover and grass – 300 mm; trees – 300 mm around and below the root ball;
- g) Submission of landscape security in the amount of (125% x \$58,000) \$72,500 or 125% of the updated cost estimate as required in item e);
- h) BC Society of Landscape Architects Schedules L-1 and L-2 must be submitted prior to issuance of a building permit;
- i) Installation of landscaping and irrigation in any City road right-of-way must be coordinated with City Parks staff;
- j) Landscaping must be completed within six months of the date of issuance of the occupancy permit by the City;
- k) All building and site lighting must be full cut-off, flat lens in accordance with the City's Dark Skies Policy (#5240.00.01).

#### **Time Schedule of Development and Lapse of Permit**

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

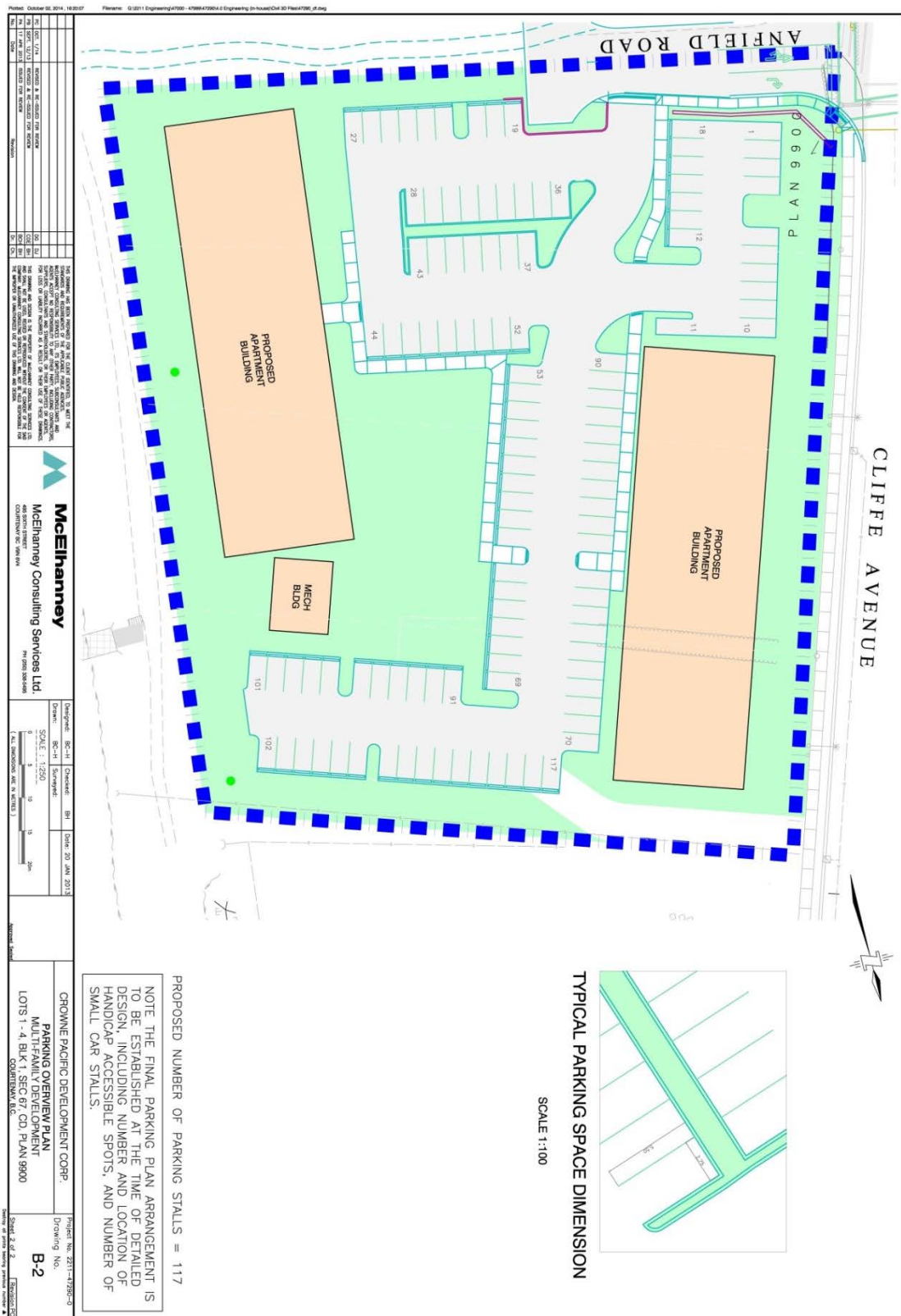
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Date

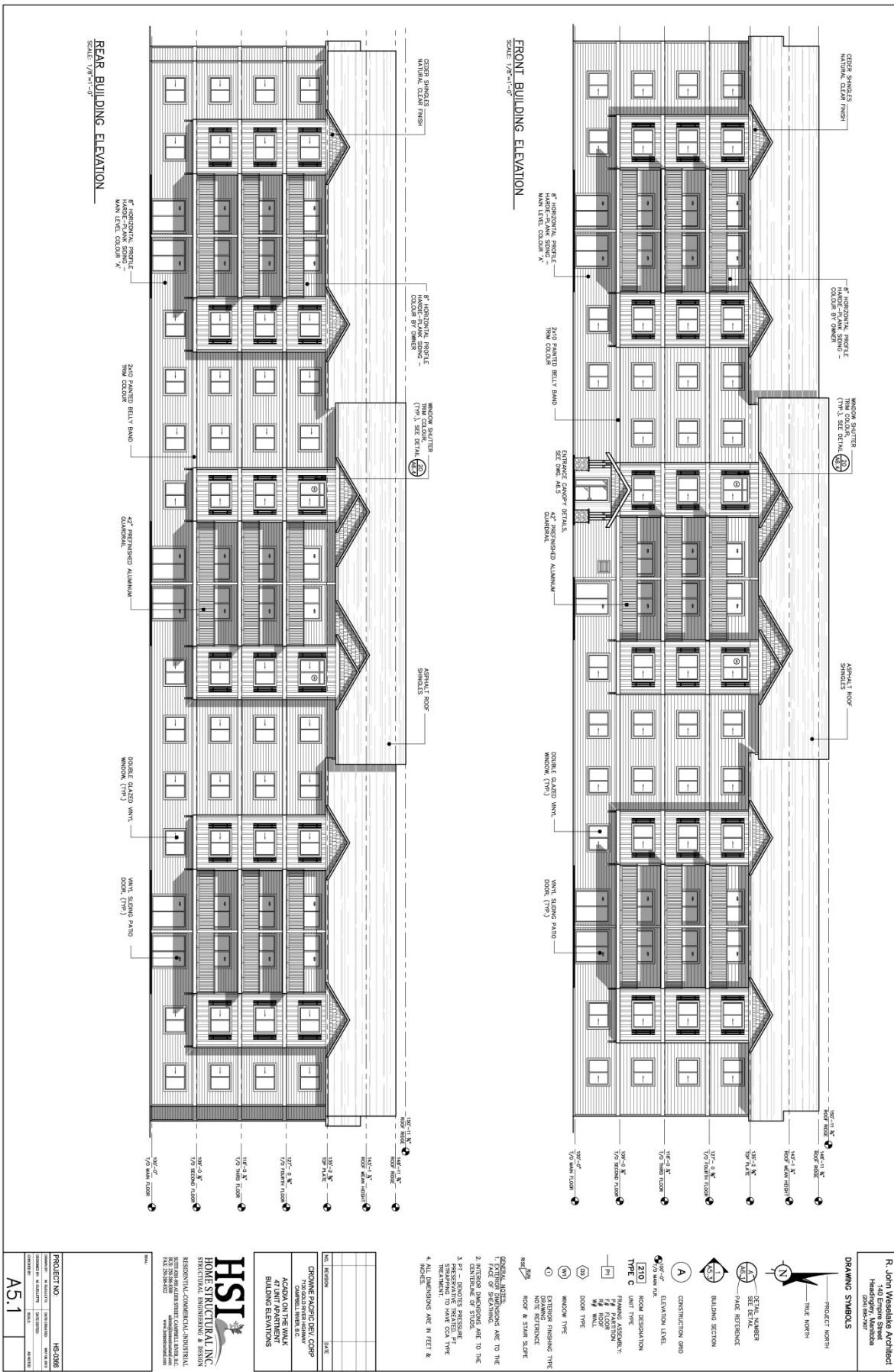
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Director of Legislative Services

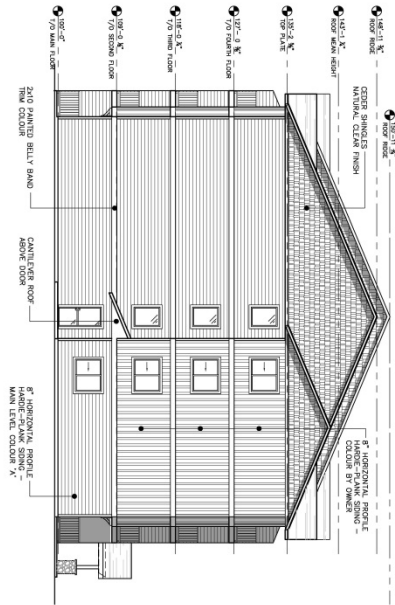
Schedule No. 1



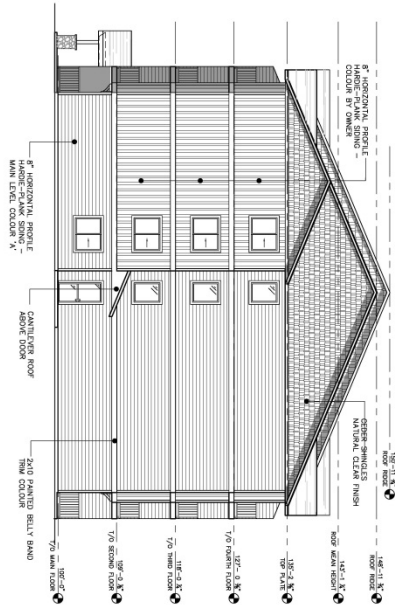
Project: October 20, 2014 - 18:00:07 Filename: G:\2011 Engineering\47599 - 47599\47599.dwg Plot: 11/20/2014 10:58:23 AM Plot Device: HP DesignJet 5000 Series Plot Style: HP-GL/2 Plot Scale: 1:1 Plot Orientation: Landscape Plot Size: A Plot Color: True Color Plot Lineweight: Default Plot Linetype: Default Plot Layer: Default Plot Font: Default Plot Title: Default Plot User: Administrator	
THE DRAWING IS THE PROPERTY OF THE CLIENT. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER. THE ENGINEER'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED HEREIN. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE ENGINEER'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED HEREIN. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.	
<b>McElhanney</b> McElhanney Consulting Services Ltd. 1100 BAYVIEW AVE. SUITE 100 SCARBOROUGH, ONTARIO M1B 3Y1 TEL: (416) 491-1100 FAX: (416) 491-1101 WWW.MCELHANEY.COM	
Date: 20 JAN 2013 Scale: 1:250 Drawing: 1 Sheet: 1 of 1	Date: 20 JAN 2013 Scale: 1:250 Drawing: 1 Sheet: 1 of 1
CHROME PACIFIC DEVELOPMENT CORP. PARKING OVERVIEW PLAN MULTI-FAMILY DEVELOPMENT LOTS 1 - 4, BLK 1, SEC 67, CD, PLAN 9900 COQUITAMA, B.C.	
Project No. 2311-1735-3 Drawing No. B-2 Date: 3/1/2014	



NORTH BUILDING ELEVATION (LOOKING SOUTH)

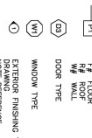
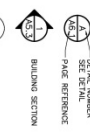


SOUTH BUILDING ELEVATION (LOOKING NORTH)



R. John Weasdale Architect  
 Henderson, Nevada  
 702.686.4987

DRAWING SYMBOLS



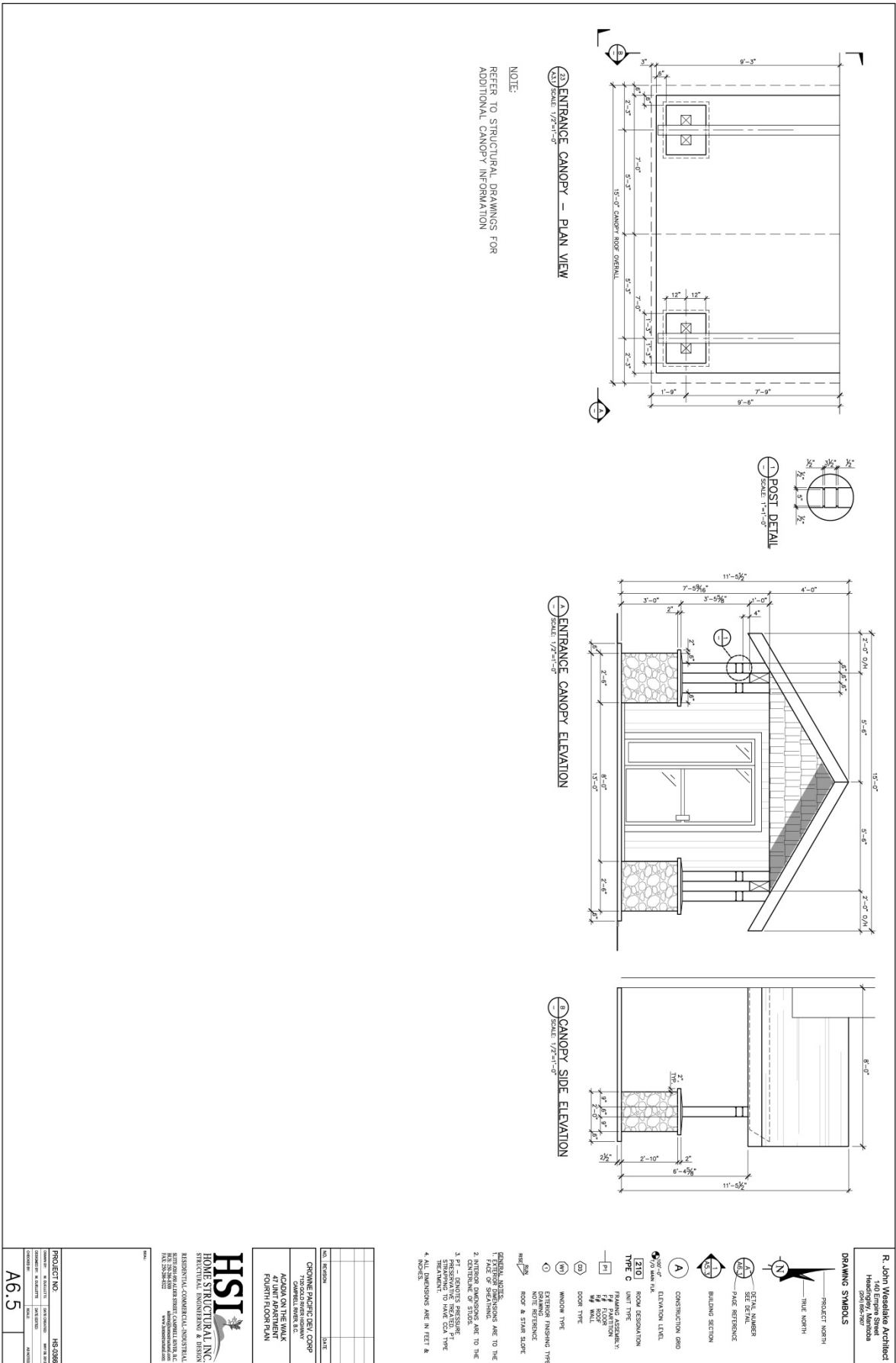
GENERAL NOTES:  
 1. EXTERIOR DIMENSIONS ARE TO THE FINISH SURFACE.  
 2. INTERIOR DIMENSIONS ARE TO THE CENTERLINE OF STUDS.  
 3. P.F. - BRANDES PRESERVE STAINING TO MATCH COA TYPE INCHES.  
 4. ALL DIMENSIONS ARE IN FEET & INCHES.

NO.	REVISION	DATE

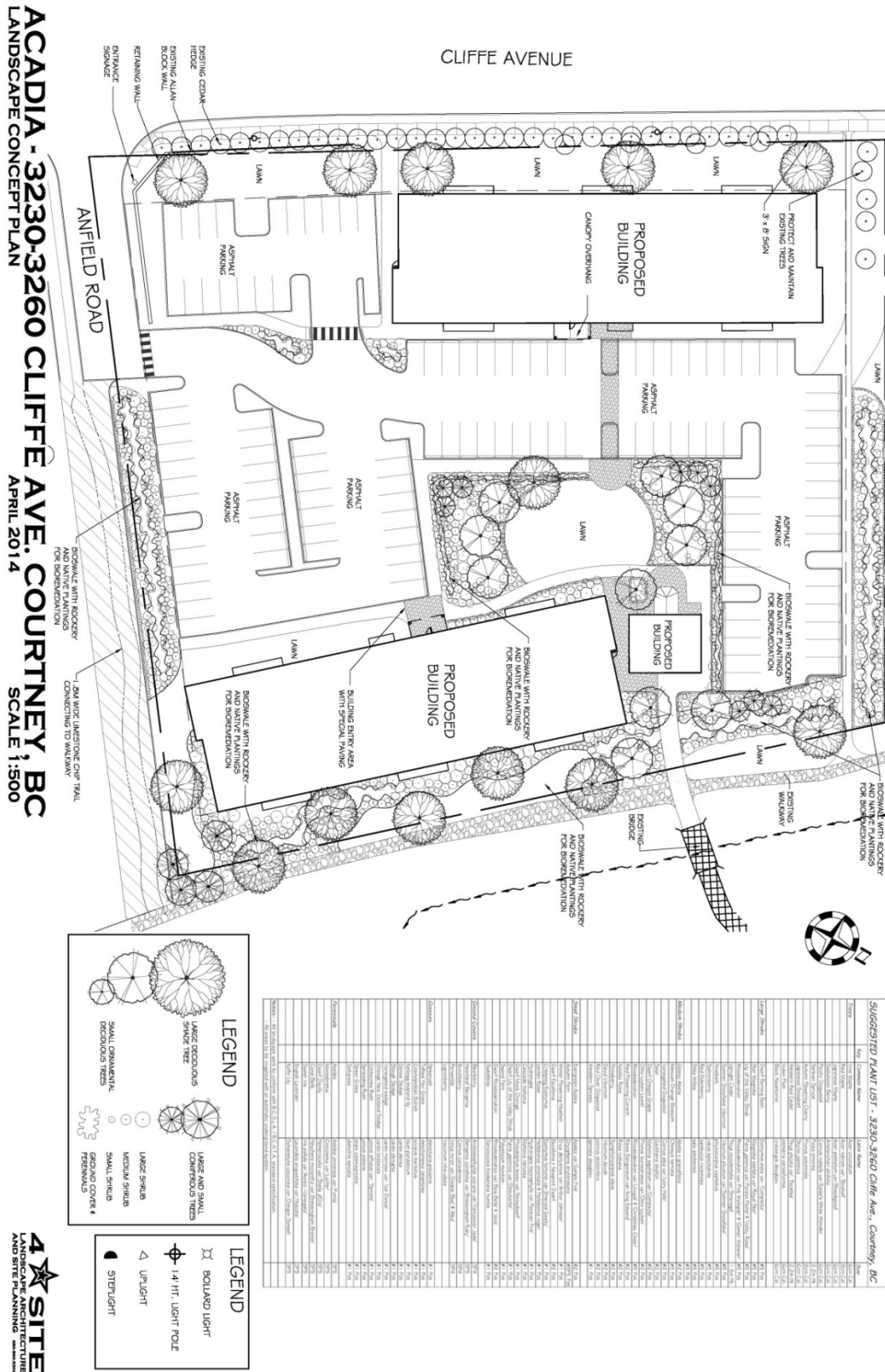
**CHOWNE SPAFFORD ENV CORP**  
 7700 CAMPBELL AVENUE, SUITE 200  
 LAS VEGAS, NV 89129  
 (702) 735-4900  
**ACOMA ON THE WALK**  
 47 UNIT APARTMENT  
 BUILDING END ELEVATIONS



PROJECT NO:	HS-0098
DRAWN BY:	W. J. WEASDALE
CHECKED BY:	R. J. WEASDALE
DATE:	08/14/14
SCALE:	AS.2



**Schedule No. 2**







# Bioswale Plants Suitable for Bioremediation

## Grasses & Groundcover



*eleocharis palustris*



*lilium pardalinum*



*carex densa*



*carex obnupta*



*deschampsia cespitosa*



*scirpus maritimus*



*juncus effusus*



*carex morrowii*



*carex testacea*



*juncus patens*



*stipa calamagrostis*



*ligonoberry*



*distichlis spicata*

# Bioswale Plants Suitable for Bioremediation

## Shrubs



*Cornus stolonifera*



*Crataegus douglasii*



*Oemleria cerasiformis*



*Rosa nutkana*



*Physocarpus capitatus*



*Salix sitchensis*



*Mahonia aquifolium compacta*



*Symphoricarpos albus*



*Spiraea douglasii*



*Spiraea species*



*Sambucus racemosa*



*Ribes sanguineum*



*Rubus spectabilis*

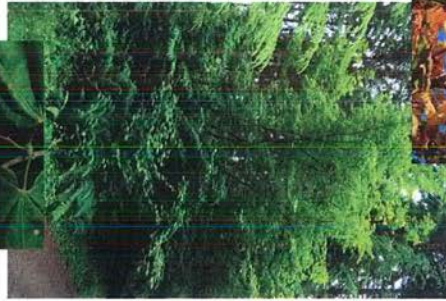


*Physocarpus opulifolius*



# Bioswale Plants Suitable for Bioremediation

## Trees



*Acer circinatum*



*alnus rubra*



*thuja plicata*





City of Courtney – Planning Department  
830 Cliffe Avenue  
Courtney, BC  
V9N 2J7

April 23, 2014

*Re: Budget Letter for Acadia on the Walk (3230-3260 Cliffe Avenue, Courtney, BC)*

Please find below a landscape budget estimate for the 3230-3260 Cliffe Avenue Project. We have based these budget numbers on the most recent landscape architectural plans prepared by Forsite Landscape Architecture.

<b>DESCRIPTION</b>	<b>COST</b>
Equipment	\$7500
Labor	\$6500
Supervision and monitoring	\$2500
Plants	\$8500
Fencing	\$3500
Pavers	\$3500
Irrigation	\$15,000
Hydroseeding	\$4000
Soil, maltch, aggregates	\$7000

**TOTAL LANDSCAPING BUDGET: \$ 58,000.00**

Should you have any questions regarding this budget, please call me at (250) 590-5302.

Yours truly,

Brad Forth BCSLA, CSLA.

**975B Alston Street • Victoria, British Columbia V9A 3S5 •  
Phone: 250-590-5302**





THE CORPORATION OF THE CITY OF COURTENAY

## STAFF REPORT

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**To:** Council

**File No.:** 0470-20

**From:** Chief Administrative Officer

**Date:** October 20, 2014

**Subject: Rural Comox Valley Official Community Plan Referral**

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### **PURPOSE:**

The purpose of this report is to consider policies contained in the draft Rural Comox Valley Official Community Plan (OCP) pertaining to Municipal Boundary Extensions and expanded commercial/industrial growth on the fringes of the City.

### **CAO RECOMMENDATIONS:**

That based on the October 20, 2014 staff report "Rural Comox Valley Official Community Plan Referral" Council approve Option 1, and DIRECT staff to forward this report to the CVRD for consideration prior to adoption of the Rural Comox Valley Official Community Plan.

Respectfully submitted,

David Allen, BES, CLGEM, SCLGM  
Chief Administrative Officer

### **BACKGROUND:**

In August 2014, a draft of the Rural Comox Valley OCP was referred to City staff for comment. This plan has been prepared as one of the implementation steps contained within the RGS. The City amended its OCP within two years of the adoption of the RGS (March 2011) with emphasis on restrictions to growth on the fringes of the City. The City also re-stated its long standing position that municipal services will not be extended beyond the municipal boundary which allows for the best management of the City's infrastructure, financial health and delivery of City services.

In review of the Rural Comox Valley OCP, there are several areas of concern regarding policies that are contrary to the policies in the RGS and the City's OCP pertaining to new development within the fringes of the City and municipal boundary extensions.

The areas that are of concern include, firstly, policies allowing expanded commercial and industrial development within the 'Settlement Expansion Areas', and secondly, new policies for conditions and engagement by the Regional District regarding municipal boundary extensions.

## 1. Commercial/Industrial Policies within Settlement Expansion Areas

The policies that are of concern are within Sections 38 and 39 of the Rural OCP that relate to permitting the expansion of existing commercial/industrial development and to permitting new commercial/industrial development through the issuance of temporary permits within the Settlement Expansion Areas. The policies that permit the expansion of existing commercial/industrial uses contain conditions on expansion that include being consistent with the City's OCP and adjacent uses. The City's OCP is quite clear that there must be no further commercial/industrial expansion in the urban fringe areas (Settlement Expansion Areas), making the wording in the Rural OCP misleading and inconsistent with the RGS and the City's OCP. The sections as written will lead to expanded development on the fringes of the City against the City's direction as has been witnessed in past years along Ryan Road.

The Plan defines 'Settlement Expansion Areas' as:

34. The settlement expansion areas have been identified as future growth areas for the adjacent urban municipalities. Development is limited in these areas to ensure the phased and timely development of lands that is consistent with the goals and objectives of the member municipalities. The areas contain a broad range of uses. Generally, significant change to the existing land use or further subdivision that increases the density, impact or intensity of use of land is not envisioned until these areas have been amalgamated with the adjacent municipality, except in those areas where public infrastructure is required to address environmental issues.

The 'Settlement Expansion Areas' is a designation created within the RGS and it is for areas located on the fringe of the Municipal Areas. It follows the principles in the RGS which include:

- 4.4 (9) Identify areas of existing development on the fringes of Municipal Areas that should eventually be incorporated through boundary extensions and provided with publicly owned water and sewer services in order to address existing public health and environmental issues.
- 4.4 (10) Identify areas for new development on the Fringes of Municipal Areas that should eventually be incorporated through boundary extensions and provided with publicly owned water and sewer services in order to allow for new long-term growth opportunities in a phased and orderly manner.

This is followed with further policies in the RGS:

### 4.4.1 (e) Settlement Expansion Areas

- they have the long-term potential to accommodate future growth subject to boundary extensions and the provision of publicly-owned water or sewer services, provided that appropriate phasing policies are established, new development does not detract from compact growth options within Municipal Areas and that infrastructure capacity is available and financially sustainable.
- it is the long-term intention of the growth management strategy that existing neighbourhoods within designated Settlement Expansion Areas will eventually be provided with publicly owned water and sewer services. Such provision of services will be coincident with a boundary extension that incorporates the settlement expansion area into a municipal area, or a satisfactory servicing agreement, as detailed in the corresponding official community plan.
- it is the intention of Local Governments in the Comox Valley that Settlement Expansion Areas, as identified on Map No. 5, shall become part of a Municipal Area through a boundary extension. Local governments will work cooperatively with regard to such boundary extensions and ensure that the policies of the RGS are maintained.



In summary, it is quite clear that the Settlement Expansion Areas created within the RGS follow the basic principle that urban uses and densities will not expand outside the City's boundaries and that these areas are designated to become part of a municipality prior to further development. The references to allowing commercial/industrial expansion and temporary permits in Sections 38 and 39 should be removed.

## **2. Boundary Extensions – Settlement Expansion Areas**

The Rural OCP contains policies in Section 37 pertaining to new roles and policies for the Regional District regarding Municipal Boundary Extensions.

The following comments are provided based on a recent legal opinion received by the City.

It is uncommon to see policies on the process for municipal boundary extensions in a Rural OCP and it goes beyond what is required in an OCP as specified in Section 877 of the Local Government Act (LGA).

Municipal boundary extensions are initiated through a municipal Council resolution pursuant to Section 20 of the LGA with the municipality providing notice through local newspapers and the BC Gazette, preparing the boundary extension report and conducting public consultation. A Regional District is not referenced in Section 20 of the LGA for initiating or conducting a boundary extension yet the policies in the Rural OCP propose a new role for the RD in the consultation and engagement of affected residents.

The following are the policies in question:

- (4) Request a municipality proposing an extension into a settlement expansion area to demonstrate their efforts to intensify within existing boundaries prior to expanding into a settlement expansion area.
- (5) Request a municipality seeking a boundary extension to provide to the CVRD a comprehensive assessment of potential costs and services including but not limited to water, sewer, street lighting and road improvements upon receipt of a referral from that municipality to seek a boundary extension.
- (6) Provide this information to affected residents allowing for a reasonable amount of time for affected residents to consider the extension and to respond.
- (7) The BC Ministry of Community, Sport and Cultural Development is encouraged to maintain its municipal boundary extension process and policy guidelines, per the Local Government Act, requiring municipalities to demonstrate that they have obtained the consent for a municipal boundary extension of a majority of the affected rural residents.
- (8) Discourage municipal boundary extensions intended to incorporate lands for green field development.

Pursuant to Section 878 (2) and 877(1)(s) of the LGA these policies are not part of the required statutory content of an OCP nor authorized by the Minister.

Policy 4 can only be a request by the Regional District and the City has no obligation to meet this identified requirement nor to meet a prescribed action by the Regional District.

In Policy 5, as mentioned above, this is a matter that is the responsibility of the municipality not the Regional District.

In Policy 6, the City undertakes a consultation process with all municipal boundary extensions.

It is unusual to include wording contained in Policy 7 in an OCP and there is no requirement for this wording. The policies guide provided by the Ministry on "Municipal Boundary Extensions" reads "The municipality is responsible for taking the lead role in developing a municipal boundary extension proposal". In this guide, there is the suggested step for the municipality to follow:

"confirming that consent or opposition of those living in the proposed boundary extension area".

This conflicts with the suggested wording in Policy 7 of the Rural OCP which reads:

"requiring municipalities to demonstrate they have obtained consent for a municipal boundary extension from a majority of residents and property owners within the extension area".

Policy 8 is another questionable provision and would conflict with the principle that the Settlement Expansion Areas designation was established in the RGS which includes green field development.

In conclusion, there is no basis for policies 4-8 to be included in a Rural OCP and therefore should be removed.

#### **DISCUSSION:**

As outlined in the background section of this report, Sections 38 and 39 of the Rural OCP are contrary to the RGS and the City's OCP and Section 36(4-6) regarding Municipal Boundary Extensions have no basis to be included in an OCP.

#### **FINANCIAL IMPLICATIONS:**

Continued rural sprawl comes at a considerable expense to the City and impacts on the services the City provides.

#### **ADMINISTRATIVE IMPLICATIONS:**

The Rural OCP has been reviewed by the Director of Development Services with approximately 15 hours of staff time.

#### **STRATEGIC PLAN REFERENCE:**

It is considered part of the statutory requirements of the municipality particularly with the impact this document could have on the City.

#### **OFFICIAL COMMUNITY PLAN REFERENCE:**

Having a clear plan for the future expansion of the City remains one of the most effective land use management tools for the City which will lead to the integration and seamless delivery of services in a more equitable manner in the Comox Valley. Municipal boundary extensions have been a necessity in order to manage the future growth of the City and to solve existing urban fringe development problems. Section 3 of the City's OCP expands on this fundamental position and contains policies on how the City will conduct a boundary extension.

#### **REGIONAL GROWTH STRATEGY REFERENCE:**

Referenced in Background Section of this report.

#### **CITIZEN/PUBLIC ENGAGEMENT:**

The Draft Rural OCP was forwarded to staff of the City on August 26<sup>th</sup>, 2014.

**OPTIONS:**

- OPTION 1: That Council direct staff to forward this report to the CVRD for consideration prior to adoption of the Rural Comox Valley Official Community Plan (Recommended).
- OPTION 2: That Council not forward this report to the CVRD.
- OPTION 3: That Council directs staff to provide addition information.

Prepared by:

A handwritten signature in black ink, appearing to read 'Peter Crawford', is positioned above the printed name.

Peter Crawford, MCIP, RPP  
Director of Development Services



THE CORPORATION OF THE CITY OF COURTENAY

## STAFF REPORT

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**To:** Council  
**From:** Chief Administrative Officer  
**Subject:** Complete Streets Pilot Project - Options Evaluation

**File No.:** 8620-01  
**Date:** October 20, 2014

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### PURPOSE:

The purpose of this staff report is to present Council with the financial implications and estimated schedule to deliver a Complete Streets pilot project on Fitzgerald Avenue or 5th Street as requested by Council at the August 5, 2014 Council Meeting (resolution below). Based on this discussion, staff is seeking Council's direction on a which (if any) project is desired to proceed.

*"Moved by Leonard and seconded by Theos that based on the August 5 2014 staff report on the City of Courtenay Multi-Modal Transportation Study and Complete Street Pilot Project, Council approves OPTION 1 to adopt the report entitles: "City of Courtenay 25 Year Vison for Multi-Modal Transportation"; and*

*That Council direct staff to provide a further report examining the financial implications and estimated schedule to deliver a Complete Streets pilot project for review and Council approval to be chosen from the following corridors:*

- *Fitzgerald Avenue, 5<sup>th</sup> Street to Cumberland Road; and*
- *5<sup>th</sup> Street, Menzies Avenue to Fitzgerald Avenue*

*Carried".*

### POLICY ANALYSIS:

The Complete Street Pilot Project is Council's number four 2013/2014 Strategic Priority, and is intended to set the stage for the future development of a Complete Street Strategy.

### CAO RECOMMENDATIONS:

That Council direct staff to proceed to detailed engineering design of the Council selected Complete Streets pilot project.

Respectfully submitted,

David Allen, BES, CLGEM, SCLGM  
Chief Administrative Officer

## **BACKGROUND:**

In July of 2012, the City retained Morrison Hershfield to prepare the Transportation and Land Use Planning Master Plan, now titled "City of Courtenay - 25 Year Vision for Multi-Modal Transportation". The plan was initiated to provide the City with a framework for the transportation network and to develop a blueprint informing the City on how to meet multi-modal transportation needs over the next twenty-five years.

The three "Big Moves" for the City's future transportation network concluded from this report:

- Complete Streets
- Capacity Improvements (on the road network)
- Active Public Realms

Council has identified a Complete Streets Pilot Project as its number four 2013/2014 strategic priority. In order to support this goal, staff engaged Morrison Hershfield in March of this year to develop an evaluation framework and to complete an analysis of several options to support Council in the determination of a project.

An initial list of fifteen projects was developed in consultation with City departments (all senior management and other staff members in Engineering, Planning and Public Works) and an invitation to interest groups including the Accessibility Committee, School District 71 and the Cycling Coalition to provide any streets of priority based on their respective focus.

Subsequent to completing the Transportation Strategy, Morrison Hershfield put the ideas therein to the test and developed a complete streets analysis framework for evaluating projects for a pilot. An initial screening matrix of criteria filtered the list of suggested projects from fifteen to something more manageable for a subsequent detailed review. With six projects ranking at the top, a second matrix of questions have been drilled down into more detail on the benefits these potential sites would have in being selected for this pilot project. Ranking at the top of the list (from 1 to 3) are:

1. Fitzgerald Avenue (5<sup>th</sup> Street to Cumberland Road/8<sup>th</sup> Street)
2. 5<sup>th</sup> Street (Fitzgerald Avenue to Menzies Avenue)
3. Old Island Highway, (5<sup>th</sup> Street Bridge to Headquarters Road)

At the August 5, 2014 Council Meeting, staff was directed to provide a subsequent report to Council examining the financial implications and estimated schedule to deliver a Complete Streets Pilot Project for the top two options.

## **DISCUSSION:**

Staff has reviewed the estimates of probable cost submitted within Morrison Hershfield's Complete Streets Evaluation Memorandum. These costs represented the surface improvements only; they did not consider a need to replace the underground infrastructure in advance of the surface works or full width replacement of the asphalt. As such, staff updated the estimates to include the replacement of the storm, sanitary, water, as well as the full removal and replacement of the existing asphalt surface, and if needed, the entire road structure. For this reason, staff present below a graduated estimate. This provides Council with a full understanding of all the potential project costs that may evolve through the process of undertaking the detailed engineering design.

Retrofit projects of this nature are of a much higher cost than the creation of a street from a new greenfield development. Renewal of utilities and removal/disposal of the existing infrastructure elements, in addition to the construction of new elements, increases the project costs. However, opportunities still exist through this project to refine the construction costs in determining if proceeding to construction is desired. The preliminary engineering design stage for the selected project will undertake an analysis of all of the infrastructure components based on their remaining useful life. This will include a full assessment of the current condition of existing infrastructure to determine whether replacement is warranted from an asset management perspective. These more refined construction cost estimates will return to Council for consideration during the 2015 capital budget deliberations.

For the purposes of this report, it has been assumed that full replacement of the infrastructure will be required. This is presented in order to provide Council with the full understanding of the potential range of costs for a given project. The following are the updated Class 'C' (Planning Level) estimates of probable cost.

**Fitzgerald Avenue**

	Morrison Hershfield (MH) Estimate	MH + Road Reconstruction	MH + Road Recon + Underground
General Items	\$ 18,000	\$ 28,000	\$ 28,000
Removals/Relocations	\$ 16,000	\$ 142,500	\$ 142,500
Roadworks	\$ 125,000	\$ 367,400	\$ 367,400
Underground Work	\$ 23,000	\$ 23,000	\$ 75,000
Landscaping	\$ 100,000	\$ 122,500	\$ 122,500
Contingency	50% \$ 151,000	25% \$ 171,000	25% \$ 184,000
Engineering	18% \$ 77,000	13% \$ 111,000	13% \$ 119,500
<b>Total</b>	<b>\$ 510,000</b>	<b>\$ 965,400</b>	<b>\$1,038,900</b>

**5th Street**

	Morrison Hershfield (MH) Estimate	MH + Road Reconstruction	MH + Road Recon + Underground
General Items	\$ 30,000	\$ 40,000	\$ 40,000
Removals/Relocations	\$ 19,500	\$ 118,800	\$ 118,800
Roadworks	\$ 362,000	\$1,281,500	\$1,281,500
Underground Work	\$ 57,000	\$ 57,000	\$ 548,300
Landscaping	\$ 84,500	\$ 132,100	\$ 132,100
Contingency	50% \$ 276,900	25% \$ 407,400	25% \$ 530,200
Engineering	18% \$ 149,400	13% \$ 264,700	13% \$ 344,600
<b>Total</b>	<b>\$ 980,000</b>	<b>\$2,301,500</b>	<b>\$2,995,500</b>

Should Council wish to proceed with one of the two projects identified, the next steps for staff include the procurement of Engineering Services to proceed with preliminary and detailed design; present the project for construction cost approval through the 2015 capital budget process; if the budget is approved, the works can be tendered early in the spring of 2015 with the physical works scheduled for next summer. The City has received favourable construction rates by tendering early in the year and construction conditions for roadworks are best in the summer months. It is staff's goal to work to obtaining the best possible pricing for the project by early tendering.

Attached are preliminary schedules for the design and construction of the top two project options.

Staff acknowledges the increase in the construction cost estimates based on the integration of full replacement costs. As such, we present Council with another potential opportunity: employ the Complete Streets matrix analysis on upcoming subdivision development projects to find a "new" road candidate. This option would result in the developer being responsible to implement the complete streets cross section on a road as designated by the City. The City would negotiate with the developer regarding any extra costs that would be incurred due to the change from a typical road cross section to the Complete Streets cross section and the City would fund the difference in the associated costs. The likelihood of a road of significance being presented in the short term is low, therefore it may be a significant amount of time before a complete street pilot project is developed if this option is chosen.

**FINANCIAL IMPLICATIONS:**

In order to proceed with the work in a timely manner, the contracts for the engineering will have to be assigned in 2014. As this project selection is only occurring today, the 2014 Capital Budget does not contain a provision for these services. Staff has estimated the cost of the initial design phase of the projects to be either \$45,000 for Fitzgerald or \$60,000 for 5<sup>th</sup> Street.

*Fitzgerald Avenue :*

Staff has reviewed the Capital Budget and proposed to a budget amendment transferring the remaining \$45,000 budget from the Walkway – Valley View to Glacier View Lodge project. This project has proceeded to detailed design but construction has not proceeded as the updated cost estimate was well beyond the budget. Staff will be reconsidering the need for this project against other priorities in the upcoming 2015 budget planning. In the meantime, the monies remaining in the budget will not be applied to the project in 2014.

Project Description	2014 Budget Amount	Revised 2014 Budget Amount	Proposed Budget Change
Fitzgerald Avenue Complete Streets	\$0	\$45,000	\$45,000
Walkway – Valley View to Glacier View Lodge	\$50,000	\$5,000	(\$45,000)
<b>Total</b>			\$0

5<sup>th</sup> Street:

In order to perform the 5th Street project in 2014, staff recommends employing the entire balance of the budget remaining for the Walkway – Valley View to Glacier View Lodge project, plus \$15,000 from the Paving Program Contingency. Based on the completed works to date and remaining planned work, it is envisioned that the paving contingency budget can be reduced as indicated below.

Project Description	2014 Budget Amount	Revised 2014 Budget Amount	Proposed Budget Change
5th Avenue Complete Streets	\$0	\$60,000	\$60,000
Walkway – Valley View to Glacier View Lodge	\$50,000	\$5,000	(\$45,000)
Paving Contingency	\$50,000	\$35,000	(\$15,000)
<b>Total</b>			\$0

The proposed budget amendments can be accommodated within the *Curb, Gutter and Sidewalk, and Road Paving* capital project funds for 2014 with a zero net impact to the overall budget.

**ADMINISTRATIVE IMPLICATIONS: (work plan, etc.)**

The Engineering staff work plan included time assigned to undertake the Complete Streets Pilot Project to this point. Once Council has determined that a project is to proceed to design, staff time will have to be allocated to support this project. A project of this magnitude will require approximately two to eight hours of staff time per week until completion. This additional time can be managed within the existing staff workload as construction season and related works on other projects are coming to an end for 2014.

**STRATEGIC PLAN REFERENCE:**

2013/2014 Council Strategic Priority # 4: Complete Streets Pilot

2012-2014 Council Strategic Plan

Vision 2: A progressive, diverse and sustainable city.

Goal 1: Ensure infrastructure is sustainable.

Objective c) Complete an inventory and assessment of City roads, buildings, and utilities, and report on works required.

Goal 2: Provide proactive leadership for growth management.

Objective c) Ensure all infrastructure planning studies are current.

Vision 4: An active community with cultural and recreational opportunities

Goal 3: Promote healthy lifestyles.

Objective a) Develop a robust cycling infrastructure with a skeleton network to access all City within 3 years.

Objective b) Reduce traffic congestion and delays and support traffic calming.



Objective c) Develop plans to become one of Canada's "most bikeable cities".

**OFFICIAL COMMUNITY PLAN REFERENCE:**

There are several references in the OCP relevant to the Transportation Strategy and Complete Streets Pilot project undertaking including those for Climate Action (i.e. greenhouse gas reduction) and modal split targets for transportation (section 5.2).

**REGIONAL GROWTH STRATEGY REFERENCE:**

The City's Transportation Strategy reflects goal four in the RGS: *"Develop an accessible, efficient, multi-modal transportation network that connects Core settlement Areas to designated Town Centres and links the Comox Valley to neighbouring communities and agencies."*

**CITIZEN/PUBLIC ENGAGEMENT:**

As described in the August 5, 2014 staff report, the pilot project options were generated through input from Council, various departmental staff, the Accessibility Committee, the Cycling Coalition and School District 71 in developing the initial list of 15 streets to be evaluated.

**OPTIONS:**

- OPTION 1: That Council direct staff to proceed with the Engineering Design for the **Fitzgerald Avenue Complete Streets Pilot Project** and approves the associated capital budget amendment.
- OPTION 2: That Council direct staff to proceed with the Engineering Design for the **5<sup>th</sup> Street Complete Streets Pilot Project** and approves the associated capital budget amendment.
- OPTION 3: That Council direct staff to identify a complete street pilot project among an upcoming subdivision development project and return to Council with a report outlining the potential costs to the City, when such a project is determined.
- OPTION 4: That Council direct staff that no further action be performed on the Complete Streets pilot project.

Prepared by:



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Craig Perry, P.Eng.  
Manager of Infrastructure Renewal

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Lesley Hatch, P.Eng.  
Senior Manager of Engineering







## MEMORANDUM

**To:** Council

**File No.:** 5460-08

**From:** Chief Administrative Officer

**Date:** October 16, 2014

**Subject:** Upcoming Event in the City of Courtenay

The purpose of this memo is to advise Council of recently approved Event Applications and associated road closures for an upcoming event in downtown Courtenay.

The Engineering department has received, reviewed and accepted an Event Application for the following:

1. *Halloween Parade*, October 31, 2014

In support of the event, the following road closure is required between 2:00 pm and 5:30 pm:

- Duncan Avenue between 5<sup>th</sup> Street and 6<sup>th</sup> Street

All applicable insurances have been received, as well as a letter of support from the DCBIA. As in previous years, road closure barriers and traffic detour signage are available for each event to borrow in coordination with Public Works. Where insufficient signage is available, events are required to rent the materials from a local supplier at their cost.

### BACKGROUND:

The City's Traffic Control Bylaw #1926 authorizes senior staff to permit the placement of traffic control devices for the purposes of temporary road closures, as is required to facilitate the use of the roadway for this event.

The Halloween Parade is an ongoing community event since 1980.

Prepared by:

Approved by:

Lesley Hatch, P.Eng  
Senior Manager of Engineering

David Allen, BES, CLGEM, SCLGM  
Chief Administrative Officer

