

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

Date: May 25, 2020
Time: 1:00 p.m.
Location: City Hall Council Chambers

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

Changes to Council Meetings Due to Coronavirus COVID-19 Pandemic

Due to the Coronavirus COVID-19 emergency, the City of Courtenay with the authority of Ministerial Order No. M139 *Local Government Meetings & Bylaw Process COVID-19 (Order No. 2)*; has implemented changes to its open Council meetings.

In the interest of public health and safety, public in-person attendance at Council meetings will be prohibited until further notice. Council meetings will be presided over by the Mayor or Acting Mayor with electronic participation by Council and staff. Meetings are available for viewing via live web streaming or video recording on the City of Courtenay website and will start at 1:00 p.m. during this period.

K'OMOKS FIRST NATION ACKNOWLEDGEMENT

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5. EXTERNAL REPORTS AND CORRESPONDENCE FOR INFORMATION

5.1 Letter of Response from Honourable Jonathan Wilkinson, Minister of Environment & Climate Change - Local Government Resources 55

Staff Note: On September 10th, 2019 the City of Courtenay sent letters to the Provincial & Federal governments seeking recognition of the current climate crisis and requesting resources be allocated to equip local governments in their response to climate change.

6. INTERNAL REPORTS AND CORRESPONDENCE FOR INFORMATION

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

7.1 Councillor Cole-Hamilton

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7.3 Councillor Hillian

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7.6 Councillor Theos

7.7 Mayor Wells

8. RESOLUTIONS OF COUNCIL

8.1 In Camera Meeting

That notice is hereby given that a Special In-Camera meeting closed to the public will be held May 25th, 2020 at the conclusion of the Regular Council Meeting pursuant to the following sub-sections of the *Community Charter*:

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

8.2 Rise and Report - COVID 19 - 2020 Preliminary Financial Impact and Tax Cycle Considerations

From the May 11th, 2020 Closed (In Camera) Meeting - Council Rises and Reports as follows:

COVID 19 - 2020 Preliminary Financial Impact and Tax Cycle Considerations:

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

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

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

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

9. UNFINISHED BUSINESS

10. NOTICE OF MOTION

11. NEW BUSINESS

12. **BYLAWS**

13. **ADJOURNMENT**

Minutes of a Regular Council Meeting

Meeting #: R12/2020
Date: May 19, 2020
Time: 1:00 pm
Location: City Hall, Courtenay, BC, via video/audio conference

Attending:

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

Staff:

D. Allen, CAO via video/audio conference
J. Ward, Director of Legislative & Corporate Services/Deputy CAO via video/audio conference
W. Sorichta, Manager of Legislative & Corporate Administrative Services via video/audio conference
T. Kushner, Deputy CAO via video/audio conference
I. Buck, Director of Development Services via video/audio conference
J. Nelson, Director of Financial Services via video/audio conference
D. Snider, Director of Recreation & Cultural Services via video/audio conference
M. Fitzgerald, Manager of Development Planning via video/audio conference
E. Gavelin, Network Technician via video/audio conference
N. Borecky, Manager of Information Systems via video/audio conference

Due to the Coronavirus COVID-19 emergency, the City of Courtenay with the authority of Ministerial Order No. M139 *Local Government Meetings & Bylaw Process COVID-19*; implemented changes to its open Council meetings.

In the interest of public health and safety, public in-person attendance at Council meetings is prohibited until further notice. Council meetings are presided over by the Mayor or Acting Mayor with electronic participation by Council and staff via live web streaming and start at 1:00 p.m. during this period.

1. ADOPTION OF MINUTES

1.1 Adopt May 11th, 2020 Regular Council meeting minutes (0570-03)

Moved By Frisch

Seconded By Hillian

That the May 11th, 2020 Regular Council meeting minutes be adopted.

Carried

2. INTRODUCTION OF LATE ITEMS

2.1 Resolution - Structural Change to Liquor Licence Application (Ace Brewing Company Limited) - 150 Mansfield Drive (4320-20)

Moved By Cole-Hamilton

Seconded By McCollum

That the recommended resolution regarding the "Structural Change to Liquor Licence Application (Ace Brewing Company Limited) - 150 Mansfield Drive", be added to the May 19th, 2020 Council agenda under section 8.00 *Resolutions of Council*.

Carried

3. DELEGATIONS

4. STAFF REPORTS/PRESENTATIONS

4.1 Development Services

4.1.1 Update to the Sidewalk Patio Guidelines (3030-00-01)

File No.: 3030-00-01

Moved By Theos

Seconded By McCollum

That the May 19th, 2020 staff report "Update to the Sidewalk Patio Guidelines" be received for information.

Carried

Moved By McCollum
Seconded By Frisch

That based on the May 19th, 2020 staff report "Update to the Sidewalk Patio Guidelines" Council endorses changes to the Sidewalk Patio Design Guidelines and authorize the Director of Development Services to approve permits.

Carried

4.1.2 Amendments to Fees and Charges Bylaw 1673 and Municipal Ticket Information Bylaw 2435 (3760-01)

Moved By McCollum
Seconded By Cole-Hamilton

That based on the May 19th, 2020 staff report "Amendments to Fees and Charges Bylaw 1673 and Municipal Ticket Information Bylaw 2435" Council approve OPTION 1 and proceed to first, second, third readings and final adoption of City of Courtenay Fees and Charges Amendment Bylaw No. 3007, 2020 and the Municipal Ticket Information Amendment Bylaw No. 3006, 2020.

Carried

5. EXTERNAL REPORTS AND CORRESPONDENCE FOR INFORMATION

5.1 Correspondence - BC Restaurant & Foodservices Association (BCRFA) - Request for Flexible, Innovative & Expedited Patio Permitting (0250-20)

Moved By Frisch
Seconded By Morin

That the correspondence dated May 7th, 2020 from the BC Restaurant & Foodservices Association (BCRFA) requesting local government support for flexible, innovative and expedited patio permitting, be received for information.

Carried

6. INTERNAL REPORTS AND CORRESPONDENCE FOR INFORMATION

6.1 Briefing Note - Summary of BC Restart Plan Near-term Impacts on City Operations: Phase 2 (7130-20-COVID-19)

Moved By Hillian

Seconded By Cole-Hamilton

That the May 15th, 2020 Briefing Note, "Summary of BC Restart Plan Near-term Impacts on City Operations: Phase 2", be received for information.

Carried

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

7.1 Councillor Cole-Hamilton

Councillor Cole-Hamilton participated in the following events:

- Climate Caucus Board of Directors meeting; elected Vice-Chair
- Association of Vancouver Island and Coastal Communities (AVICC) Climate Leadership Plan meeting
- CVRD Director briefings; COVID-19/Regional EOC information updates (3 Total)
- Climate Caucus Coordinating Committee meeting (4 Total)
- Comox Valley Elected Officials weekly teleconference briefing with Dr. Charmaine Enns, Medical Health Officer
- Comox Valley Drug Strategy Committee meeting
- Downtown Courtenay Business Improvement Association (DCBIA) Board of Directors meeting
- Meeting with Comox Valley Cycling Coalition
- Comox Valley Water Committee meeting
- Comox Valley Sewage Commission meeting
- Comox Valley Sports Centre Commission meeting
- CVRD Board meeting (2 Total)
- DCBIA COVID-19 forum with Elected Officials including MLA Ronna-Rae Leonard, MP Gord Johns, and Mayor Wells
- Municipal & Regional District Tax (MRDT) Program and Provincial Tourism Industry Recovery Planning information call
- Climate Caucus Frameworks for Change video/audio conference

7.2 Councillor Frisch

Councillor Frisch mentioned his recent communication with Thom Armstrong, Chief Executive Officer, Co-Operative Housing Federation of BC (CHFBC) to determine when Council's collaborative work with the CHFBC on co-op housing initiatives in our community is anticipated to resume and expects to have an update in the next week or two.

7.3 Councillor Hillian

Councillor Hillian provided a verbal update following a meeting he had with the Comox Valley Coalition to End Homelessness (CVCEH), Mayor Wells and David Allen, CAO, related to the May 4th, 2020 Council resolution that the City work with the CVCEH to present a proposal for funding to the provincial government to provide temporary housing and related support services to homeless and precariously housed citizens in our community during COVID-19.

8. RESOLUTIONS OF COUNCIL

8.1 Councillor Cole-Hamilton - Parklet Program Downtown Courtenay (5455-03)

Moved By Cole-Hamilton

Seconded By Frisch

That whereas 'revitalizing our downtown' is a strategic priority of the City of Courtenay; and

Whereas social distancing now requires more space to be available for patrons of downtown businesses and other members of the public;

Therefore be it resolved that staff provide a report to Council regarding the options and implications of a parklet program for downtown Courtenay.

Carried

8.2 In Camera Meeting

Moved By Hillian

Seconded By Theos

That a Special In-Camera meeting closed to the public will be held May 19th, 2020 at the conclusion of the Regular Council Meeting pursuant to the following sub-sections of the *Community Charter*:

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

Carried

8.3 Resolution - Structural Change to Liquor Licence Application (Ace Brewing Company Limited) - 150 Mansfield Drive (4320-20)

Moved By Cole-Hamilton

Seconded By Frisch

That "Structural Change to Liquor Licence Application (Ace Brewing Company Limited) - 150 Mansfield Drive", Council approve OPTION 1 as follows:

1. The Council of the City of Courtenay recommends the Liquor & Cannabis Regulation Branch (LCRB) approve the application for **Ace Brewing Company Limited**'s structural change to a liquor licence, with the conditions that the patio will be closed by 10:00 p.m. Sundays to Thursdays, 11:00 p.m. Fridays and Saturdays, and no music will be played outdoors after 9:00 p.m. Sundays to Thursdays, 10:00 p.m. Fridays and Saturdays.
2. Council's comments on the prescribed considerations are as follows:
 - a. If the amended application is approved, it would not result in an increase of noise in the area;
 - b. If the amended application is approved, it would not negatively impact the community based on the submissions received from the public;
 - c. In order to gather the views of residents, the City of Courtenay posted a notice on the City's website outlining the application. Additionally, the RCMP was contacted and indicated having no concerns.

Carried

9. UNFINISHED BUSINESS

10. NOTICE OF MOTION

11. NEW BUSINESS

11.1 Comox Valley Regional District (CVRD) - Regional Poverty Reduction Assessment and Strategy Funding Application (0470-20)

Moved By Hillian

Seconded By Frisch

That the correspondence dated March 6th, 2020 from the Comox Valley Regional District (CVRD) to create a regional poverty reduction action plan in support of the Province's "TogetherBC" poverty reduction strategy, be received for information; and,

That the City of Courtenay support the CVRD's application to the Union of BC Municipalities (UBCM) Poverty Reduction Action and Planning Program for grant funding on behalf of Comox Valley local governments to develop a Regional Poverty Action Plan focused on affordable housing, transportation, children and youth, and food security.

Carried

12. BYLAWS

12.1 For First, Second and Third Reading

12.1.1 "Municipal Ticket Information Amendment Bylaw No. 3006, 2020"

Moved By Morin

Seconded By McCollum

That "Municipal Ticket Information Amendment Bylaw No. 3006, 2020" pass first, second and third reading.

Carried

12.1.2 "City of Courtenay Fees and Charges Amendment Bylaw No. 3007, 2020"

Moved By Hillian
Seconded By Theos

That "City of Courtenay Fees and Charges Amendment Bylaw No. 3007, 2020" pass first, second and third reading.

Carried

12.2 For Final Adoption

12.2.1 "Municipal Ticket Information Amendment Bylaw No. 3006, 2020"

Moved By Cole-Hamilton
Seconded By Frisch

That "Municipal Ticket Information Amendment Bylaw No. 3006, 2020" be finally adopted.

Carried

12.2.2 "City of Courtenay Fees and Charges Amendment Bylaw No. 3007, 2020"

Moved By McCollum
Seconded By Morin

That "City of Courtenay Fees and Charges Amendment Bylaw No. 3007, 2020" be finally adopted.

Carried

13. ADJOURNMENT

Moved By Hillian

Seconded By Theos

That the meeting now adjourn at 2:20 p.m.

Carried

CERTIFIED CORRECT

Corporate Officer

Adopted this 25th day of May, 2020

Mayor



STAFF REPORT

To: Council
From: Chief Administrative Officer
Subject: Courtenay and District Historical Society MOU

File No.: 2240-20 CDHS
Date: May 25, 2020

PURPOSE:

The purpose of this report is for Council to approve the attached Memorandum of Understanding (MOU) regarding the feasibility of a proposed expansion of the Courtenay and District Museum and Palaeontology Centre.

CAO RECOMMENDATIONS:

That based on the May 25th, 2020, staff report "Courtenay and District Historical Society MOU", Council adopt OPTION 1 and approve the attached MOU; and,

That the Mayor and Corporate Officer be authorized to execute the MOU on behalf of the City.

Respectfully submitted,

David Allen, BES, CLGEM, SCLGM
Chief Administrative Officer

BACKGROUND:

The property at 243 - 4th Street was purchased in April 2010 by the City at the request of the Courtenay and District Historical Society (CDHS). The site is also referred to as the Pouss Property. The CDHS has identified that this transaction was carried out with the mutual understanding that the acquisition of the property would be for future expansion of the museum operation and/or ancillary purposes.



The CDHS sent a letter to Mayor and Council on March 25, 2019, following the public nomination of the Puntledge Elasmosaur to be designated a provincial fossil through the province. The letter expressed the CDHS board's hope to continue the discussion with the City towards a much-needed expansion of the existing building into the 4th Street property.

The letter was received for information at the regular open council meeting held on April 1, 2019 and Council resolved the following:

*Moved by Frisch and seconded by McCollum that Council direct staff to continue discussions with the Courtenay and District Museum Board and investigate potential opportunities for Council to work with the Board to explore development options related to the museum's expansion goals and Council initiatives. **Carried***

A subsequent follow up letter dated July 10, 2019 was sent by CDHS, on behalf the board which identified the following request:

*That the Executive Director, on behalf of the Board, send a letter to the City of Courtenay Mayor and Council to request confirmation of the intended use of the Pouss Property for museum expansion and to request timely discussion with city staff regarding an agreement for the property that would be suitable for both parties and for potential funders. **Carried***

At the regular open Council Meeting on September 16, 2019, Council resolved the following:

*Moved by Hillian and seconded by McCollum that staff draft a Memorandum of Understanding (MOU) between the City of Courtenay and Courtenay and District Museum Society for approval in principle related to the museum expansion project in order to establish a framework for the final agreement; to provide direction to the Museum Board on the use of the property; and, to facilitate their strategic planning, including project funding options. **Carried***

KEY CONSIDERATIONS:

City staff have been working with the CDHS board to establish content for the Memorandum of Understanding including a planning process to develop project scope for the museum expansion project within the asset management framework.

The Cultural Services Report carried out by Patricia Huntsman Culture and Communications was received for information by Council at the regular open Committee of the Whole Meeting on November 25, 2019. A staff report was presented to Council and the following resolution was made:

*Moved by Hillian and seconded by McCollum that based on the November 25th, 2019 staff report "Cultural Service Report", Council adopt **OPTION 1** and direct staff to consider the strategies and recommendations contained in the report as part of the annual budget and Five Year Financial Plan process. **Carried***

One of the key strategies identified in the report was for the City to collaborate with cultural partners to explore options for additional space needs, develop facility plans and support applications to federal and provincial cultural space grants.

The first step in determining an appropriate amount, type and configuration of expansion space is to conduct a needs assessment. Staff have met with the CDHS board to identify this analysis and to discuss means of funding the study.

The attached MOU provides an outline for proceeding with the feasibility planning stage of this project:

1. CDHS carries out a facility needs assessment;
2. The parties will conduct an expansion options analysis based on the outcome of the CDHS facility needs assessment;
3. The City may involve other partners in the process to bring community value to the project. This may include combining other partner's facility assessments with other strategic assessments for a synergistic approach to meeting community facility space needs;
4. A business case will be developed to prove out the preferred option to be subsequently presented to Council in a staff report for approval; and
5. A final agreement will be based on the outcomes 1. Through 4.

FINANCIAL IMPLICATIONS:

The museum Facility Needs Analysis to be carried out by the CDHS at the sole cost of the CDHS.

ADMINISTRATIVE IMPLICATIONS:

RCS Department will act as the City lead for the feasibility stage of this project, and is included in the corporate work plan.

ASSET MANAGEMENT IMPLICATIONS:

As per Asset Management Bylaw #2981, staff will include the lifecycle costs in the options analysis to facilitate the decision making related to the proposed expansion of the Courtenay and District Museum and Palaeontology Centre.

STRATEGIC PRIORITIES REFERENCE:

The following Strategic Priorities 2019-2022 apply:

We focus on organizational and governance excellence

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

We proactively plan and invest in our natural and built environment

- Focus on asset management for sustainable service delivery

- ▲ Look for regional infrastructure solutions for shared services
- ▲ Continue to support Arts and Culture
- ▲ Support social, economic and environmental sustainability solutions

We continually invest in our key relationships

- Value and recognize the importance of our volunteers
- Consider effective ways to engage with and partner for the health and safety of the community

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

OFFICIAL COMMUNITY PLAN REFERENCE:

The OCP identifies the following vision:

Section 2.1:

The vision for the City of Courtenay is for a City that is unique and different from other communities. It is to become the most liveable community in the province. It can be expressed as having:

- an inclusive, open and caring community
- a reputation as the premier regional centre for arts and culture
- balance and ability to lead growth and the provision of services
- a role to be the centre of commerce for the Comox Valley
- commitment to serve youth and seniors

Goals: 2. CULTURE, HERITAGE AND THE ARTS

- Enhance Courtenay's reputation as the premier regional centre for arts and culture

Section 4.8 CULTURE

4.8.1 Introduction

Arts and Culture are recognized by the City as essential ingredients of a vital community, and indeed, the City has historically provided major capital investments and ongoing operational funding in support of the Arts and Culture.

4.8.2 Goals

1. To recognize arts and culture as a fundamental ingredient for a vibrant, healthy, active and sustainable community, with many social and economic benefits.
2. To actively demonstrate support for arts and culture.
3. To show leadership in promoting arts and culture, both within and outside the community.

4.8.3 Policies

1. Consider the arts and culture in the preparation of all city policies
2. Designate specific resources for the arts and culture

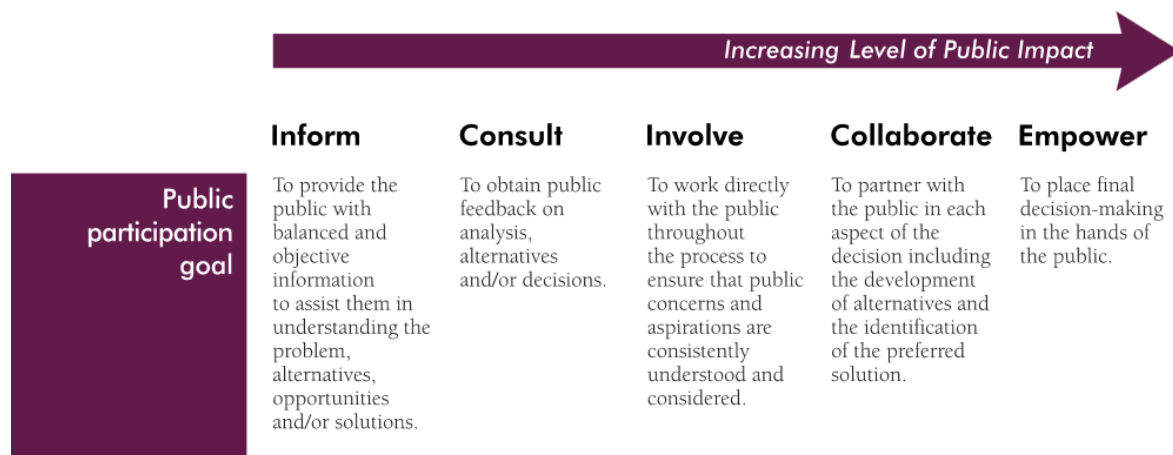
3. Play a role in providing physical infrastructure for arts and culture, including buildings, public spaces, and parks
4. Support marketing efforts which include the arts and culture as a key attraction of the Comox Valley
5. Include arts and culture, including public art, in urban design and planning
6. Provide leadership in building regional arts and culture strategies, involving municipalities, the Regional District, the School District and North Island College
7. Facilitate access to the arts and culture for all citizens
8. Support youth as the next generation of artists, audience, organizers, and volunteers

REGIONAL GROWTH STRATEGY REFERENCE:

No specific reference

CITIZEN/PUBLIC ENGAGEMENT:

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



OPTIONS:

1. Council approve the attached Memorandum of Understanding (MOU) between the City and CDHS; and
That the Mayor and the Director of Legislative and Corporate Services be authorized to execute the MOU on behalf of the City.
2. Council refer this item back to staff for further consideration or consultation.
3. Council refer this matter to the CDHS for further consideration and consultation.

Prepared by:

A handwritten signature in black ink, appearing to read 'DSE', written in a cursive style.

Dave Snider *BCSLA*

Director of Recreation and Cultural Services

Attachments:

1. Memorandum of Understanding Proposed Museum Expansion – 243-4th Street.
2. Letter 2010-03-30 Courtenay District Museum – Option to Purchase 243- 4th Street
3. Letter 2010-04-06 Courtenay & District Museum – Letter of Acknowledgement re City Sole Owner of Title of 243 – 4th Street



**MEMORANDUM OF UNDERSTANDING (MOU)
PROPOSED MUSEUM EXPANSION – 243-4TH STREET**

THIS MEMORANDUM OF UNDERSTANDING executed this day of , 2020.
AMONG:

**CITY OF COURTENAY
AND
COURTENAY AND DISTRICT HISTORICAL SOCIETY**

A. PURPOSE

The City of Courtenay (City) and Courtenay and District Historical Society (CDHS) (the Parties) agree in principle that the property located at 243-4th Street shall be used for the purpose of museum expansion. This MOU is set out to achieve the following deliverables as resolved by Council in the September 16, 2019 open council meeting:

1. establish a framework for the final agreement,
2. to provide direction to the Museum Board on the use of the property, and
3. facilitate CDHS strategic planning, including project funding options.

B. OBJECTIVES

Through this MOU, the Parties seek to clarify process and roles and responsibilities in moving forward with the feasibility phase of this project to ensure that the Parties can move forward in an effective manner.

C. DIRECTIONS

By signing this MOU, the parties agree to the following process.

1. CDHS in collaboration with the City will carry out a museum facility needs assessment. The museum facility needs assessment will identify the museums operational space requirements. The assessment will include review of the following spaces: archives, research, meeting/educational, community meeting, exhibit spaces, staff administration and storage spaces. Scope will include immediate space needs and future space needs. The museum facility needs assessment is to be completed by the CDHS.

2. Subject to the identification of future needs and available funding as approved in the 2021 annual operating budget, the City in collaboration with CDHS will carry out an expansion options analysis. The expansion option analysis will provide recommendation to the best option for meeting the museum’s facility needs and will provide support to a business case. The business case will be presented to Council in a staff report for approval.
3. City may involve other partners in the process to bring community value to the project. This may include combining other partner’s facility assessments with other strategic assessments for a synergistic approach to meeting community facility space needs.
4. The parties may enter into a final agreement subject to the direction and approval of Council in accordance with the completion of outcomes and deliverables identified in item C 1. and C 2. of this MOU.

D. Courtenay and District Museum Society will:

1. Procure the museum facility needs assessment.
2. Seek grant funds for all phases of the project including the museum facility needs assessment, expansion options analysis, business case and potential capital grant funding.
3. Collaborate and provide feedback as a stakeholder in all planning aspects of the project.

E. The City of Courtenay will:

1. Take the role of lead agency in the expansion options analysis and business case and will be the sole source of contact with potential partners and consultants procured by the City.
2. Dedicate staff and funds towards the expansion options analysis and business case.
3. Engage the CDHS board and seek public consultation on expansion options analysis.
4. Provide support letters to CDHS for the purpose of seeking grant funding.

F. DURATION AND AMENDMENTS:

This non legally binding MOU becomes effective when it has been executed on behalf of Courtenay and CDHS, and will continue in effect until December 31, 2026 or unless mutually terminated by both parties in writing. This MOU may be mutually extended or amended by the agreement of both Parties in writing.

Courtenay and District Historical Society

City of Courtenay

John Wilson, President

Bob Wells, Mayor

Deb Griffith, Executive Director

John Ward, Director of Legislative and Corporate Services

March 30, 2010

Mr. S. Gray
City Administrator
City of Courtenay
830 Cliffe Avenue
Courtenay, B.C.
V9N 2J7



Referred to: <i>Randy</i>
Action to be taken: <i>FYI</i>
Acknowledgement letter sent: <i>no</i>

Dear Mr. Gray

In 2008, the Board of the Courtenay and District Museum (CDM) made a motion to begin to explore the possibility of obtaining an option for purchase of the Pouss property to the west of the museum in consideration of future museum expansion.

With this in mind, the Board asked Phil Egdett, a sales representative for Royal LePage, to make an inquiry for a legal option on the museum's behalf. At the time, Mr. Pouss did not want to enter into a legal option situation as he had no plans to sell.

In February, the Board once again decided to explore the status of the building. For the past month we have sent out inquiries through Phil Edgett. Mr. Pouss put the property on the market this past week for \$300,000.

In the interim, I kept Randy Wiwchar current with the ongoing inquiries and he advised that I send a letter to you once we ascertained a price.

The Museum Board is aware that the Post Office building is owned by the City of Courtenay and that the impetus for exploring purchase of the Pouss property would come from the City of Courtenay.

Nonetheless, in response to increased public use and visitation the Board feels it necessary to be as proactive as possible in acknowledging, supporting and implementing increased space and public destination needs in the near future.

Would it be possible to discuss this situation with you, Randy Wiwchar and other key staff members at your earliest convenience?

Thank you for your time.

Sincerely,

A handwritten signature in blue ink, appearing to read "Deborah Griffiths".

Deborah Griffiths
Executive Director

April 6, 2010

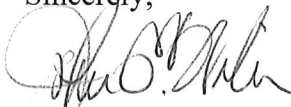
Mr. Sandy Gray
City Administrator
City of Courtenay
830 Cliffe Avenue
Courtenay, B.C.
V9N 2J7

Dear Mr. Gray:

Re: Pouss Property – 243 Fourth Street, Courtenay

In regards to the purchase of the Pouss property the museum names the City of Courtenay as its nominee as per the purchase agreement and the City of Courtenay will be the sole owner of title and will have full jurisdiction over the building and property.

Sincerely,



John Wilson
President



THE CORPORATION OF THE CITY OF COURTENAY

STAFF REPORT

To: Council
From: Chief Administrative Officer
Subject: Lease Agreement for Courtenay Airpark

File No.: 2380-30 Lot 1
Date: May 25, 2020

PURPOSE:

The purpose of this report is for Council to consider entering into a lease agreement with the Courtenay Airpark Association.

CAO RECOMMENDATIONS:

That based on the May 25th, 2020 staff report "Lease Agreement for Courtenay Airpark", subsequent to the publication of notice, Council adopt OPTION 1 and authorize the attached lease between the Courtenay Airpark Association and the City of Courtenay for the property having a legal description of:

- PID: 000-892-149, Lot 1, Section 66, Comox District, Plan 14942 except any portion of the bed of the Courtenay River;
- PID: 000-892-068, Lot A, Section 66 and 67, Comox District, Plan 14521 except any portion of the bed of the Courtenay River;
- PID: 004-154-665, Lot 1, Section 68, Comox District, Plan 15512;
- Licence of Occupation, Crown License No. V933091 (Floatplane Ramp)
- Lease Area A Plan EPP99020 (Floatplane Dock)

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

Respectfully submitted,

David Allen, BES, CLGEM, SCLGM
Chief Administrative Officer

BACKGROUND:

On September 4, 2018 Council adopted the following resolution:

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

The Courtenay Airpark Association provides Airpark management services, association member services as well as aviator visitor services for private and commercial aircraft owners. The Airpark provides 24/7 self-serve fuelling facilities, a float plane dock and dry land ramp.

The Courtenay Airpark Association operates an Airpark pilots lounge and rents 42 hanger spaces on an annual rental basis to members of the association for aircraft storage and non-commercial activities. Additional services to the community and aviators include flight training services, sight-seeing and medevac aircraft landing/take-off.

DISCUSSION:

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

Staff have been in negotiations with the Courtenay Airpark Association for some time, and have reached agreement at the staff level.

The Courtenay Airpark Association provides Airpark operational maintenance and capital infrastructure upgrades partially through the fees charged for aircraft hangar rental.

The Airpark rent to be paid to the City by the Courtenay Airpark Association will be \$1.00 per year plus 50% of the aircraft hangar fees levied by the Courtenay Airpark Association for parking private aircraft in the 42 hangar locations. Based on rental fees of \$530 per hangar in year one and an estimated 2% CPI annual increase in subsequent years, the total annual income to the City for 42 aircraft hangar locations will be as follows:

Courtenay Airpark Association Annual City Income – Aircraft Hangar Fees	
2020	\$11,131
2021	\$11,353
2022	\$11,580
2023	\$11,812
2024	\$12,048

Note, comparable airports at Campbell River, Powell River and Qualicum Beach are municipality operated and 100% of aircraft hangar rental fees and landing fees are used for airport operational and capital infrastructure upgrade purposes by the municipality.

The lease revenue is less than market value due to the rental fee formula, therefore Council must provide notice pursuant to section 24 of the *Community Charter*:

Publication of intention to provide certain kinds of assistance

24 (1) A council must give notice in accordance with section 94 [*public notice*] of its intention to provide any of the following forms of assistance to a person or organization:

- (a) disposing of land or improvements, or any interest or right in or with respect to them, for less than market value.

The difference in market value revenue, and the revenue in the agreement is estimated to be in the range of \$8,575 per year (compared to Campbell River). This is the amount that will be published; however comparisons are difficult due to the unusual structure of the Airpark.

FINANCIAL IMPLICATIONS:

There are no additional financial resources required.

ADMINISTRATIVE IMPLICATIONS:

Approximately 32 hours of staff time annually has been dedicated to the review of the lease, meet with the tenant to review compliance with the lease and inspection of the Premises for compliance with the lease.

ASSET MANAGEMENT IMPLICATIONS:

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

STRATEGIC PRIORITIES 2019-2022 REFERENCE:

We focus on organizational and governance excellence

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

We actively pursue vibrant economic development

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

We continually invest in our key relationships

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

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

OFFICIAL COMMUNITY PLAN REFERENCE:

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

The Official Community Plan Update project consultant has requested reference documentation such as Airpark area, fuel usage, and facilities on site.

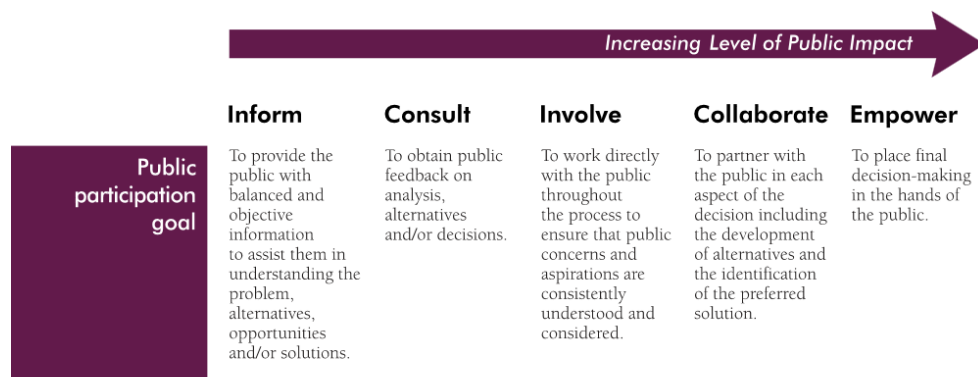
REGIONAL GROWTH STRATEGY REFERENCE:

No specific reference.

CITIZEN/PUBLIC ENGAGEMENT:

Section 26 of the *Community Charter* for municipalities requires that notice be given prior to the disposition. The notice must also be published in a newspaper that is published at least weekly in the area affected by the subject matter of the notice.

In addition, notice must be published for the difference in market value of the lease vs the Airpark lease pursuant to section 24 of the *Charter*.



OPTIONS:

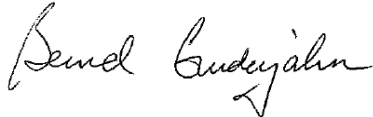
OPTION 1: That based on the May 25, 2020 staff report “**Lease Agreement for Courtenay Airpark**”, subsequent to the publication of notice, Council approve **OPTION 1** and authorize the lease between the City of Courtenay and the Courtenay Airpark Association for the property having a legal description of:

- PID: 000-892-149, Lot 1, Section 66, Comox District, Plan 14942 except any portion of the bed of the Courtenay River;
- PID: 000-892-068, Lot A, Section 66 and 67, Comox District, Plan 14521 except any portion of the bed of the Courtenay River;
- PID: 004-154-665, Lot 1, Section 68, Comox District, Plan 15512;
- Licence of Occupation, Crown License No. V933091 (Floatplane Ramp)
- Lease Area A Plan EPP99020 (Floatplane Dock)

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

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

Prepared by:



Bernd Guderjahn, SCMP
Manager of Purchasing

Reviewed by:



John Ward, CMC
Director of Legislative and Corporate Services

Attachments: A – Lease Document

TERMS OF INSTRUMENT – PART 2

THIS AGREEMENT dated for reference January 1, 2020

BETWEEN:

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

(the "**City**")

AND:

COURTENAY AIRPARK ASSOCIATION (Inc. No. S-17439) a corporation incorporated under the laws of British Columbia and having its registered office at Unit A – 110 20th Street, Courtenay B.C. V9N 8B1

(the "**Tenant**")

WHEREAS:

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

PID: 000-892-149, Lot 1 of Section 66, Comox District, Plan 14942 except any portion of the bed of the Courtenay River

PID: 000-892-068, Lot A, Section 66 and 67, Comox District, Plan 14521 except any portion of the bed of the Courtenay River

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

Licence of Occupation, Crown License No. V933091

Lease Area A Plan EPP99020

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

- B. The City has agreed to lease a portion of the Airpark including float plane ramp and float plane dock to the Tenant, and the Tenant has agreed to accept that lease, all on the terms and conditions herein set forth;
- C. In accordance with Section 26 of the *Community Charter*, the City has published notice in a newspaper of its intention to lease a portion of the Airpark to the Tenant.

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

1. PREMISES AND LICENCE OF OCCUPATION

- (a) The City hereby demises and leases to the Tenant that part of the Airpark identified as;
- 1) Lease Area B, Sections 66,67 and 68, Comox District, Plan VIP80002, having an area of 7.29 ha and attached as Schedule A hereto.
 - 2) Lease Area A, Section 68, Comox District Plan EPP99020, having an area of .56 ha and attached as Schedule C hereto.
- (b) The City hereby grants to the Tenant a licence of occupation over those lands identified in Schedule B (the “**Licence Area**”) subject to the following:
- (i) the Tenant’s rights and obligations are subject to the City’s rights and obligations under a licence of occupation granted by the Province of British Columbia for the Licence Area (the “**Crown Licence**”), an extract of which is attached to this Agreement as Schedule B;
 - (ii) the Tenant shall abide by all terms and conditions of the Crown Licence to maintain the Crown Licence in good standing;
 - (iii) all of the obligations of the Tenant under this Agreement in respect of the Premises shall also apply to the Licence Area;
 - (iv) subject to the Tenant performing its obligations under this Agreement, the City shall use reasonable efforts to maintain the Crown License in good standing; and

2. TERM

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

3. RENEWAL

The Tenant, if not in default hereunder, may renew this Agreement for three additional terms of FIVE (5) YEARS each on the same terms and conditions contained herein, save and except for this covenant for renewal and except that the Rent to be paid during such renewal period shall be

fixed and determined by the City at the time of the renewal at any greater or other rate than herein reserved (based on the applicable policies of the City in effect). The Tenant shall exercise this renewal by giving written notice to the City in the manner provided herein not less than SIX (6) MONTHS prior to the expiry of the term.

4. RENT

- (a) The Tenant shall pay to the City rent in the amount of ONE DOLLAR (\$1.00) per year, to be paid in advance on the first day of each year of the Term (the “**Base Rent**”).
- (b) In addition to the Base Rent payable under Subsection (a), the Tenant shall pay 50% of the parking fees levied by the Tenant for the parking of aircraft on the Premises in each year (“**Aircraft Parking Fees**”).
- (c) In addition to the Base Rent payable under Subsection (a), the Tenant shall pay to Landlord, from time to time upon demand, all other sums payable to the City pursuant to this Agreement (the “**Additional Rent**”).
- (d) The Tenant shall pay the City its share of the Aircraft Parking Fees by January 31st in each year of the Term in respect of Parking Fees collected during that year.
- (e) The Tenant shall set the Aircraft Parking Fees prior to January 1st of each year and shall only charge such Aircraft Parking Fees that are approved in writing by the City.
- (f) The Tenant shall charge an amount of annual Aircraft Parking Fees for the first year of the Term of **\$530**. In each year following this amount shall be increased by the Consumer Price Index for British Columbia.
- (g) The Tenant shall provide such documentation and financial records as the City may reasonably require each year during the Term to confirm the amount of Aircraft Parking Fees payable to the City under this Agreement.
- (h) The lease in this Agreement is a net lease to the City, and the Base Rent and Additional Rent provided to be paid to the City under this Agreement will be net to the City and will yield to the City the entire such rental during the Term without abatement for any cause whatsoever. Except as specifically provided in this Agreement, all costs, expenses, and obligations of every kind and nature whatsoever relating to the Premises, whether or not referred to in this Agreement and whether or not of a kind now existing or within the contemplation of the parties, will be paid by the Tenant.

5. PURPOSE AND USE OF PREMISES

- (a) The Tenant will use the Premises for aviation purposes only and will operate a public aerodrome for use as such by the public, but no other uses or activities are permitted.

- (b) The rules and regulations attached as Schedule D with such reasonable variations, modifications, and additions as shall from time to time be made by the City, shall be observed and performed by the Tenant, its agents, employees, sub-tenants, licensees and invitees. All such rules and regulations shall be deemed to form a part of this Agreement.
- (c) Except as specifically provided herein, the Tenant shall not use or permit any part of the Premises to be used for or with respect to or in connection with the operation of any business, commercial or revenue generating enterprise without the prior written consent of the City. Notwithstanding this restriction, the Tenant is permitted to use, or authorize others to use, the premises to provide educational services related to pilot training or aviation safety, even if a fee is charged.
- (d) The Tenant shall comply with its constitution, bylaws and constating documents at all times and shall notify the City whenever a change in the Tenant's constitution or bylaws occurs.

6. QUIET POSSESSION

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

7. PAYMENT OF TAXES

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

8. COMPLIANCE WITH REGULATIONS

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

9. ASSIGNMENT AND SUBLEASES

- (a) The Tenant shall not make any assignment of this Agreement, nor any transfer or sublease of the whole or any part of the Premises demised or leased hereunder, without

obtaining the prior consent in writing of the City to such assignment, transfer or sublease. In requesting the City's consent to an assignment, sublease or licence, the Tenant must provide the City with all information requested by the City. The Tenant must, if required by the City, enter into sub-leases, assignment agreements or licences on terms required by the City, including requirements for insurance and indemnities.

- (b) The Tenant may sublet portions of the Premises for the purpose of the parking of aircraft provided that any form of sublease shall be approved by the City in writing, shall provide for the observance of terms, conditions, rules and regulations of this Agreement and shall provide for termination in writing for failure to observe same.

10. RIGHTS OF ACCESS

- (a) The City, its servants or agents shall have full and free access for inspection purposes during normal business hours and in the presence of the Tenant or a representative of the Tenant to any and every part of the Premises; it being expressly understood and agreed, however, that in cases of emergency, the City, its officers, servants or agents, shall at all times and for all purposes have full and free access to the Premises.
- (b) The City shall have the right to enter upon the Premises to install, maintain and repair buildings, pipes, wires, airducts, utilities or any other installations required by the City for the City's use of the Airpark and neighbouring lands.
- (c) Subject only to the provisions of this Agreement, the Tenant shall have the right of ingress and egress over the Airpark roadways crossing City Property subject to rules and regulations as may be established by the City respecting such use.
- (d) The Tenant shall not permit any vehicles belonging to the Tenant or to any sub-tenant, licensee, invitee, agent or employee to cause obstruction to any roads, driveways or common areas of the Premises, the Airpark or in the neighbourhood surrounding the Airpark, or prevent the ingress and egress to all other persons using the Airpark.

11. "AS IS" CONDITION

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

12. OWNERSHIP OF BUILDINGS

- (a) The City and the Tenant agree that the title to and ownership of all structures or improvements constructed, erected or installed to be constructed, erected or installed on the Premises by the Tenant, together with all replacements, alterations, additions, changes, substitutions, improvements and repairs thereto (the "**Buildings**"), shall at all times during the Term be vested in the Tenant, notwithstanding any rule of law to the

contrary.

- (b) At the expiration or early termination of the Term, the Tenant shall have the opportunity to remove the Buildings and any part of the Buildings not removed by the Tenant shall become the absolute property of the City free of all encumbrances, without payment of any compensation to the Tenant.

13. CONSTRUCTION

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

14. ZONING

The Tenant acknowledges that the Tenant must not use the Premises or permit a use of the Premises in breach of the City of Courtenay zoning bylaw. Without fettering the authority and discretion of the City, the parties agree to work cooperatively to address any issues with respect to zoning and permitted uses at the Airpark.

15. SAFETY

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

16. SIGNS AND NOTICES

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

17. ADDITIONAL RIGHTS OF THE CITY

The City reserves the right to grant leases or licences, rights of way or privileges to others on, over, under, through or across the Premises provided however that the granting of such rights of way or privileges will not damage or disrupt permanently the physical facilities of the Tenant, will not impose any cost upon the Tenant, and will not weaken, diminish or impair the rights and obligations of the parties under this Agreement.

18. UTILITIES

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

19. NUISANCE

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

and taking off of aircraft shall not be considered a nuisance.

20. WASTE

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

21. ENVIRONMENTAL RESPONSIBILITIES

(a) For the purpose of this Part:

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

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

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

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

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

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

(i) a release of a Hazardous Substance on the Premises or the Airpark, except as is authorized under Environmental Law;

(ii) the receipt by the Tenant of a Notice from any governmental agency of non-compliance pursuant to any Environmental Law, including a Notice of non-compliance respecting a Permit;

(iii) the receipt by the Tenant of a Notice of a claim by a third party relating to environmental concerns; or

(iv) the receipt by the Tenant of information which indicates that Hazardous Substances are present in or on the Premises.

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

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

22. INTERCEPTORS

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

23. SECURITY AND FIRE SYSTEMS PROTECTION

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

24. FIRE PREVENTION

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

25. ADVERTISING

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

26. INSURANCE

- (a) The Tenant shall obtain, at its own expense, and keep in force a policy of comprehensive/commercial general liability insurance providing coverage for death, bodily injury, property loss, property damage and other potential loss and damage arising out of the Tenant's use and occupation of the Premises in an amount of not less than

FIVE MILLION (\$5,000,000.00) DOLLARS inclusive per occurrence.

- (b) In addition to the insurance under Subsection (a), the Tenant shall at its own expense, throughout the Term of this Agreement, secure and maintain in force during the Term of this Agreement or any renewal thereof product liability insurance to cover any liability that might arise out of the sale of aviation gasoline and any other products by the Tenant, with an inclusive limit of not less than FIVE MILLION DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage.
- (c) On the first day of the Term and at other times upon demand by the City, the Tenant shall deliver to the City certified copies of the policies of insurance required to be maintained by the Tenant under this Agreement.
- (d) The City may, from time to time, notify the Tenant to change the amount of insurance required by this Agreement and the Tenant will, within FORTY-FIVE (45) DAYS of receiving such a notice, cause the amounts to be changed and deliver to the City a letter from its insurer certifying the change in the amount of insurance.
- (e) The Tenant shall ensure that all policies of insurance pursuant to this Agreement:
 - (i) are underwritten by a responsible insurance company or companies licensed to do business in the Province of British Columbia and that meet with the reasonable approval of the City;
 - (ii) are written in the name of the Tenant and the City with loss payable to them as their respective interests may appear;
 - (iii) list the City as an additional insured;
 - (iv) contain a cross liability clause and a waiver of subrogation clause in favour of the City;
 - (v) are primary and do not require the sharing of any loss by any insurer that insures the City;
 - (vi) contain a clause to the effect that any release from liability entered into by the City prior to any loss shall not affect the right of the Tenant or the City to recover; and
 - (vii) endorsed to provide the City with THIRTY (30) DAYS advance notice in writing of cancellation or material change.
- (f) The Tenant agrees that if it does not provide or maintain in force such insurance, the City may take out the necessary insurance and pay the premium therefore for periods of one year at a time, and the Tenant shall pay to the City as Additional Rent the amount of such premium immediately upon demand.

- (g) In the event that both the City and the Tenant have claims to be indemnified under any insurance, the indemnity shall be applied first to the settlement of claims of the City and the balance, if any, to the settlement of the claim of the Tenant.
- (h) The Tenant shall not do or permit to be done any act or things which may render void or voidable or conflict with the requirements of any policy or policies of insurance, including any regulations of fire insurance underwriter applicable to such policy or policies, whereby the Airpark or the Buildings or the contents of the premises of any tenant are insured or which may cause any increase in premium to be paid in respect of any such policy.

27. RELEASE AND INDEMNITY

- (a) The City shall not be responsible in any way for any injury to any person or for any loss or damage to any property belonging to the Tenant or to other occupants of the Premises or to their respective sub-tenants, invitees, licensees, agents, employees, or other persons from time to time attending at the Premises, including without limiting the foregoing, any loss of or damage caused by theft or breakage or failure to maintain and keep the Premises, the Buildings, or the land in good repair and free from refuse, obnoxious odours, vermin or other foreign matter, defective wiring, plumbing, gas, sprinkler, steam, running or clogging of the above pipes or fixtures, or otherwise, acts, or negligence of guests, invitees, or employees or the Tenant or any other occupants of the premises, or the acts or negligence of any owners or occupiers of adjacent or continuous property or their guests, invitees, or employees, act of God, acts or negligence of any person not in the employment of the City, or for any other loss whatsoever with respect to the Premises, the Airpark, or any business carried thereon.
- (b) The Tenant hereby releases the City and its elected officials, officers, employees, contractors, agents, successors and assigns from and against any and all liabilities, damages, costs, claims, suits, or actions, which the Tenant may have, now or in the future, in relation to this Agreement, the Premises or the Tenant's use or occupancy of the Premises.
- (c) Save and except for the negligence of the City, and its elected officials, offices, employees, contractors, agents, successors and assigns, the Tenant and the Indemnifier, jointly and severally, will and hereby do indemnify and save harmless the City from any and all liabilities, damages, costs, claims, suits, or actions, (including without limitation, the full amount of all legal fees, costs, charges and expenses whatsoever) directly or indirectly arising from:
 - (i) any breach, violation, or non-performance of any covenant, condition or agreement in this Agreement set forth and contained on the part of the Tenant to be fulfilled, kept, observed and performed;
 - (ii) any act, omission, or negligence of the Tenant, its members, officers, directors, employees, agents, contractors, subcontractors, subtenants, licensees, invitees or others for whom it is responsible;

- (iii) any gas, oil or other such spill or leak caused from the use of the Premises which may cause contamination to the environment or otherwise contravene the Waste Management Act;
- (iv) any damage to property occasioned by the Tenant's use and occupation of the Premises and Building or any injury to person or persons, including death, resulting at any time from the Tenant's use and occupation of the Premises and Building; or
- (v) the granting of this Agreement,

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

28. TEMPORARY SUSPENSION OF SERVICE

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

29. REPAIRS AND MAINTENANCE

- (a) Throughout the Term at its own expense, the Tenant shall repair and maintain the Premises and the Buildings and keep the Premises and the Buildings in a state of good repair as a prudent owner would do. The City will not be obliged to repair, maintain, replace or alter the Premises, the Buildings, or any other Building or structure or any part thereof on the Premises during the Term or to supply any services or utilities thereto save and except for such services and utilities as the City may be required to provide strictly in its capacity as a municipality and not in its capacity as a landlord. The Tenant hereby assumes the full and sole responsibility for the condition, operation, maintenance, repair, replacement and management of the Premises and Building during the Term.
- (b) The Tenant shall upon written notice from the City, make any repairs that are, in the opinion of the City, necessary to the Premises within SIXTY (60) DAYS of receipt of such notice.
- (c) The Tenant shall clear all ice and snow, cut grass, landscape, repair and replace as necessary all sidewalks, driveways, parking areas and other public areas on or adjacent to the Premises in a well maintained, clean, tidy and safe state as befits land used for an airport hangar adjacent to an airport and as a prudent owner would do.
- (d) The Tenant shall not allow any ashes, refuse, garbage or other loose or objectionable material to accumulate on the Premises and shall maintain receptacles for garbage disposal and for the disposal of oil and other waste products.

- (e) The Tenant shall not, without the prior written consent of the City, make any alterations to the landscaping and topography of the Premises.
- (f) The Tenant shall reimburse the City for expenses incurred by the City in repairing any damage caused to the Premises, the improvements thereon or any part thereof as a result of the negligence or wilful act of the Tenant, its invitees, licensees, agents or other persons from time to time in or about the Premises or the Airpark.

30. LANDLORD'S RIGHT TO PERFORM

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

31. DEFAULT

- (a) If the Tenant defaults in the payment of any money payable under this Agreement or fails to observe, comply with or perform any of its covenants, agreements or obligations under this Agreement, the City may deliver to the Tenant a notice of default (in the manner required herein for giving notices) stipulating that the default must be rectified or cured within FIFTEEN (15) DAYS of the notice if the default is non-payment of Rent or Additional Rent and within THIRTY (30) DAYS of the notice for other defaults, but less or no notice is required to be given by the City in emergency or urgent circumstances, as determined by the City in its sole discretion, acting reasonably, or where the Tenant has failed to keep the Premises insured.
- (b) If the default (other than payment of money payable by the Tenant under this Agreement and other than failure to keep the Premises insured) reasonably requires more time to rectify or cure than THIRTY (30) DAYS, the Tenant will be deemed to have complied with the rectification or curing of it if the Tenant commences rectifying or curing the default within THIRTY (30) DAYS after notice from the City and diligently completes the same.

32. CITY'S RIGHTS ON DEFAULT

Notwithstanding any other provisions of this Agreement, if the Rent or any part thereof shall be in arrears or unpaid for THIRTY (30) DAYS after the specified date of payment, whether or not the same shall have been in any manner demanded, or in the case default, breach or non-observance is made or suffered by the Tenant at any time, in or in respect of any of the covenants, which on the part of the Tenant ought to be observed or performed, then it shall be lawful for the City, its servants or agents to do any, all, or a combination of the following:

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

33. CREDITORS

If the Term of this Agreement or any renewal hereby granted shall at any time be seized or taken in execution or in attachment by any creditor of the Tenant or if the Tenant shall make any assignment for the benefit of creditors, or become bankrupt or insolvent, or if the Tenant takes the benefit of any Act or regulation that may be in force for bankrupt or insolvent debtors, then in any such case the Term of this Agreement or any renewal thereafter, shall at the option of the City, immediately become forfeited and void, and all Rent then due shall immediately become due and payable, and in such case it shall be lawful for the City for any time thereafter to enter into and upon the Premises, or any part thereof, and repossess the Premises or any portion thereof for its sole use, and anything herein contained to the contrary notwithstanding.

34. HOLDING OVER

If at the expiration of the Term the Tenant shall hold over with the consent of the City, the tenancy of the Tenant shall thereafter, in the absence of written agreement to the contrary, be from year to year, at the same rental as set out in this Agreement and shall be subject to all other terms and conditions of this Agreement.

35. DISTRESS

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

36. WAIVER OR NON-ACTION

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

Agreement by the Tenant must not be deemed to be a waiver of such term, covenant or condition.

37. NO ABATEMENT

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

38. REMEDIES CUMULATIVE

No reference to or exercise of any specific right or remedy by the City prejudices or precludes the City from any other remedy, whether allowed at law or in equity or expressly provided for in this Agreement. No such remedy is exclusive or dependent upon any other such remedy, but the City may from time to time exercise any one or more of such remedies independently or in combination. Without limiting the generality of the foregoing, the City is entitled to commence and maintain an action against the Tenant to collect any rent not paid when due, without exercising the option to terminate this Agreement.

39. NO JOINT VENTURE

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

40. TERMINATION ON CHANGE OF USE OR DAMAGE TO PREMISES

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

41. ENUREMENT

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

42. INTERPRETATION

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

43. NO EFFECT ON LAWS OR POWERS

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

44. NOTICES

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

45. AUTHORITY

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

46. ENTIRE AGREEMENT

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

parties.

47. COVENANTS AND CONDITIONS

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

48. REGISTRATION

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

49. TIME OF THE ESSENCE

Time shall be of the essence of this Agreement.

50. TENANT'S REPRESENTATIONS AND WARRANTIES

The Tenant represents and warrants that the Tenant:

- (a) is a not-for-profit society validly incorporated and in good standing under the laws of British Columbia and does not conduct its activities with a view to obtaining, and does not distribute, profit or financial gain for its members;
- (b) has the power and capacity to enter into and carry out the obligations under this Agreement; and
- (c) has completed all necessary resolutions and other preconditions to the validity of this Agreement.

51. FINANCIAL REPORTS

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

52. LAWS OF BRITISH COLUMBIA

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

53. SEVERANCE

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

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

The Corporate Seal of THE CORPORATION)
OF THE CITY OF COURTENAY was hereunto)
affixed in the presence of:)
)
)
)
)
_____)
Mayor)
)
)
_____)
Director of Legislative & Corporate Services)

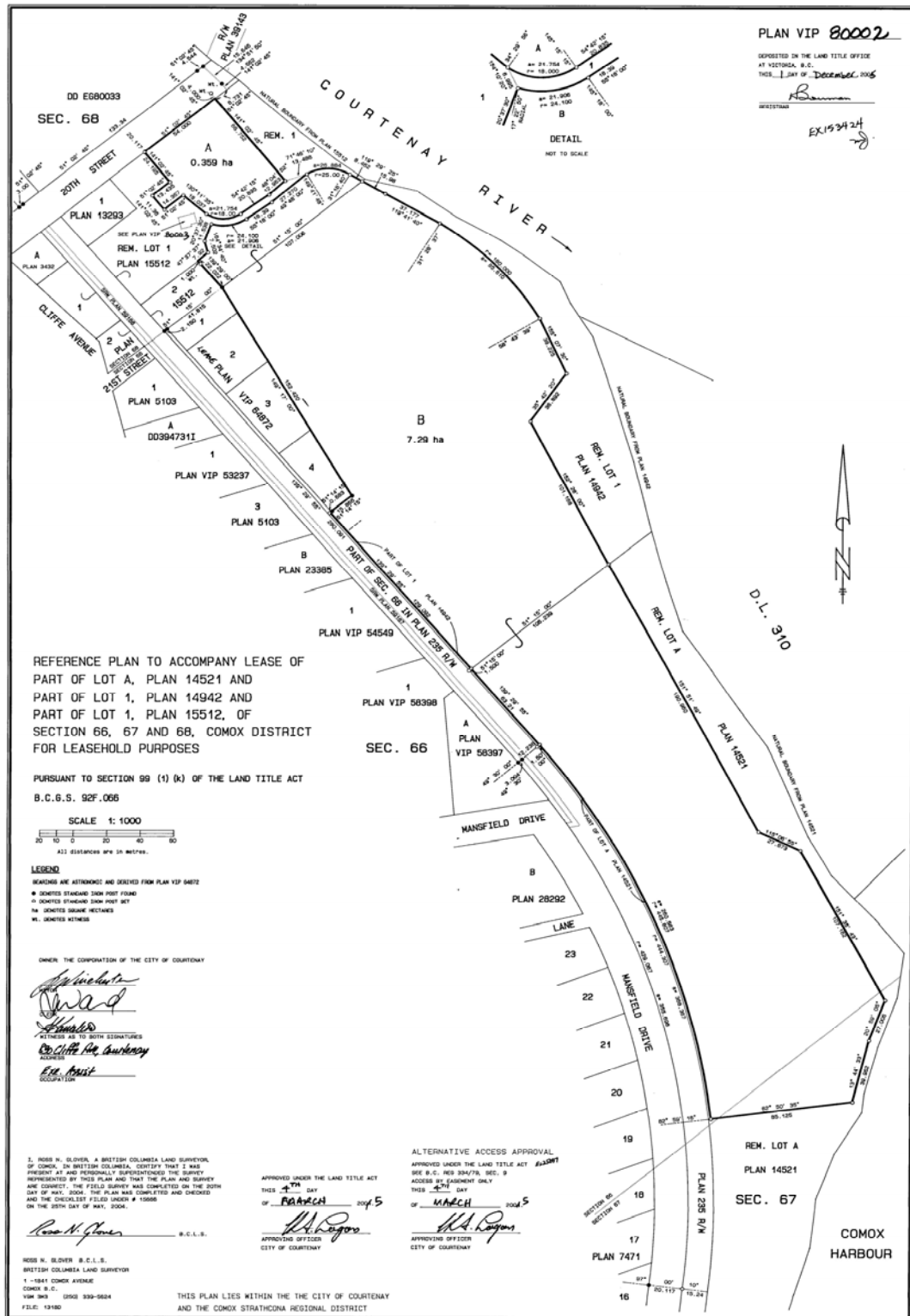
c/s

The Corporate Seal of COURTENAY AIRPARK)
ASSOCIATION was hereunto affixed in the presence)
of:)
)
)
)
_____)
Name)
)
)
_____)
Name)

c/s

SCHEDULE A REGISTERED COPY OF PLAN VIP 80002

Status: Filed



Plan #: VIP80002 App #: N/A Cnt #:

RCVD: 2006-12-01 ROST: 2016-03-08 10:14:17

Page 1 of 1

SCHEDULE B LICENCE AREA (CROWN LICENSE)

Licence	File No.: 1414807
	Disposition No.: 933091

LEGAL DESCRIPTION SCHEDULE

LEGAL DESCRIPTION: That parcel or tract of Crown land together with unsurveyed Crown Foreshore or land being part of the bed of Courtenay River, all within Comox District, as shown on sketch below, containing 0.56 hectares, more or less.



**SCHEDULE C
PLAN EPP99020**

**REFERENCE PLAN TO ACCOMPANY LEASE OF
PART OF LOT 1, SECTION 68, COMOX DISTRICT,
PLAN 15512 EXCEPT PART IN PLAN VIP88375,
PURSUANT TO SECTION 99(1)(k) OF THE LAND TITLE ACT.**

BCGS 92F.066



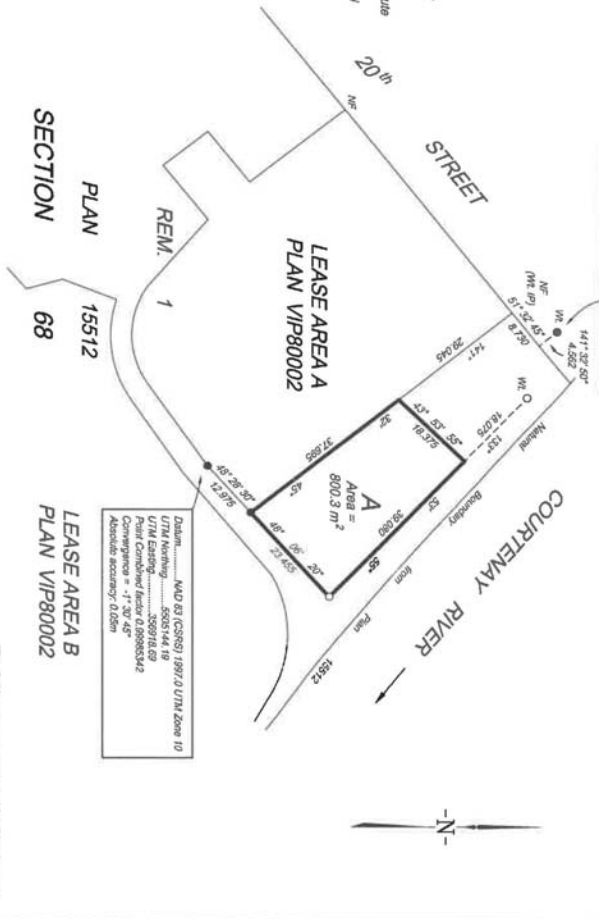
LEGEND

- denotes standard iron post found
 - denotes standard iron post placed
- This plan shows one or more witness posts which are not set on the true corner(s).
- The UTM coordinates and estimated absolute accuracy achieved are derived from dual frequency static GNSS observations post processed using the Precise Point Positioning (PPP) Service of Natural Resources Canada.
- This plan shows horizontal ground level distances, unless otherwise specified. To compute grid distances, multiply ground level distances by the average combined factor of 0.99985344. The average combined factor has been determined based on an ellipsoidal elevation of -10 metres.
- All distances are in metres and decimals thereof.

Datum	NAD 83 (CGRS)	1987.0 UTM Zone 10
UTM Northing	5592714.65	
UTM Easting	359590.80	
Point Combined factor	0.99985344	
Absolute accuracy	0.05m	

This plan lies within the jurisdiction of
the Approving Officer for the City of
Courtenay.

PLAN EPP99020



Datum	NAD 83 (CGRS)	1987.0 UTM Zone 10
UTM Northing	5592714.65	
UTM Easting	359590.80	
Point Combined factor	0.99985344	
Convergence	-1°30'42"	
Absolute accuracy	0.05m	

This plan lies within the
Comox Valley Regional District.

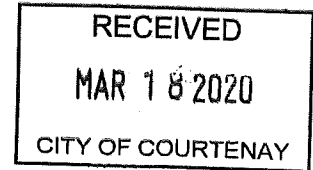
The field survey represented by this plan was
completed on the 6th day of December, 2019
David C. Bezell, B.C.S., C.L.S. (S79)



Ottawa, Canada K1A 0H3

MAR 12 2020

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



Dear Mr. Mayor:

Thank you for your letter of September 10, 2019, addressed to my predecessor, the Honourable Catherine McKenna, concerning the City of Courtenay Council's resolution recognizing the climate crisis and requesting the provincial and federal governments to allocate resources to equip a local government response. I regret the delay in replying.

I value the Council's commitment to taking climate action as evidenced by its recent declaration of a climate crisis and resolution to consider the climate crisis as part of its upcoming strategic planning session and in the development of the Corporation of the City of Courtenay's new Official Community Plan.

The Government of Canada recognizes the real and significant impacts that climate change has on the lives of Canadians. The federal government shares the Council's sense of urgency on the need for action. As you are no doubt aware, on June 17, 2019, the Government passed a motion in the House of Commons recognizing that Canada is in a national climate emergency with parliamentarians committing to meeting Canada's national emissions target under the Paris Agreement and to making deeper emission reductions.

Since 2016, the Government of Canada has been working with provinces, territories and Indigenous Peoples to implement the Pan-Canadian Framework on Clean Growth and Climate Change. This plan outlines more than 50 concrete measures to reduce carbon pollution, help Canadians adapt and become more resilient to the impacts of a changing climate, spur clean technology solutions, and create good jobs that contribute to a stronger economy.

As Minister of Environment and Climate Change, I am committed to implementing Canada's climate plan and introducing new climate actions to exceed this country's 2030 emission reduction target. In addition, it is my priority to lead government-wide efforts to develop a plan in order to set Canada on a path to achieve a prosperous net-zero emissions future by 2050.

.../2

Local governments are on the front lines of both the solutions to climate change and of efforts to help Canadians to live more sustainably. That is why the Government of Canada continues to take steps to support local governments in addressing climate change. The federal government allocated \$1 billion to the Federation of Canadian Municipalities' Green Municipal Fund (<https://fcm.ca/en/programs/green-municipal-fund>) to support energy efficiency in affordable, social and market housing units, as well as in large community buildings. This commitment will also support the demonstration, de-risking and scaling up of local solutions to climate change and the strengthening of local government infrastructure planning. This is in addition to the Government's previous investment of \$70 million in the Municipalities for Climate Innovation Program.

The federal government has also made significant investments in areas that local governments have identified as priorities such as public transit and green infrastructure. To date, the Government of Canada has invested \$28.7 billion to support public transit and \$26.9 billion to support green infrastructure. This includes support for renewable energy, electric vehicle charging, natural gas and hydrogen refueling stations, and other initiatives.

As well, under the Low Carbon Economy Leadership Fund, the Government of Canada is collaborating with provinces and territories to support municipal projects. For example, the governments of Canada and British Columbia are jointly funding the provincial EfficiencyBC program to provide financial incentives for British Columbians to increase the energy efficiency of their homes. Program partners include the federal government, BC Hydro, FortisBC, BC Housing, and local governments. Residents and businesses within the municipality of North Saanich are eligible to apply for EfficiencyBC funding support.

Other investments include programs to help businesses and communities such as the Canadian Industry Partnership for Energy Conservation, which provides information, training and cost-shared assistance to help businesses implement energy-saving technologies and practices (www.nrcan.gc.ca/canadian-industry-program-energy-conservation-cipec/20341).

In terms of other regional initiatives, you may be familiar with the Pacific Climate Impacts Consortium, a regional climate expert organization at the University of Victoria. The Government of Canada was pleased to provide the Consortium with \$1.25 million in funding over five years to co-ordinate delivery of climate services with the Canadian Centre for Climate Services in order to increase awareness and use of climate data and information to support climate adaptation decisions in British Columbia and beyond.

.../3

The United Nations has described the climate challenge as “daunting.” However, the Government of Canada is optimistic that, together, Canadians can create real and lasting solutions.

In closing, I would like to thank the City of Courtenay Council for its commitment to taking climate action. Please be assured that the Government of Canada is committed to continuing to work with local governments across the country to leave a cleaner, more resilient and prosperous world for this and future generations.

Please accept my best regards.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jonathan Wilkinson', is written in a cursive style.

The Honourable Jonathan Wilkinson, P.C., M.P.

From: Morin, Wendy
Sent: Tuesday, May 12, 2020 9:58 AM
Subject: Committee Report - Comox Valley Food Policy Council -
MAY 25TH

The Comox Valley Food Policy Council launched in the fall of 2019 has been meeting at least twice weekly since the onset of the COVID-19 response.

A Food Policy Council is an innovative collaboration between citizens and government officials. This council is comprised of individuals from all aspects of a local food system such as local government, organizations such as LUSH Valley Food Action Society, School District, the restaurant industry, and food production. The goal is to provide a forum for advocacy and policy development that works towards the creation of a food system that is ecologically sustainable, economically viable and socially just. The primary goal of many Food Policy Councils is to examine the operation of a local food system and provide ideas and policy recommendations for how it can be improved.

As a Vancouver Island Health Authority (VIHA) recognized food HUB, LUSH Valley was able to support the launch of the CVFPC, and currently coordinates it; and the two groups work closely to not duplicate efforts. The distinction is that the CVFPC focuses on policy and food systems change, and LUSH Valley focuses on programs that implement community food security across the region.

During the initial stages of COVID-19, the council helped LUSH to mobilize the emergency response.

LUSH initiated its emergency programs, to provide emergency food distribution to those in need (approximately 1,311 households at this time). Both 'Good Food Boxes' and hot meals are being delivered to local citizens. This distribution includes partnering with the School District to distribute to local students' families. Student First bus drivers have come on board for deliveries, utilizing the bus fleet. The City of Courtenay and the Comox Valley Regional District (CVRD) have provided venues for this work.

It should be noted that most of the emergency funding for this work does not extend past June 2020 and this will be a significant local food security need going forward.

Sub-committees of the CVFPC have been formed or are in the process of being established. These include Food Supply Disruption, and Policy Development. The council also created a local farmers' survey to gain insight on challenges, needs, and opportunities. The results will be distributed soon. Also, there are ongoing discussions around food processing barriers as local processors have long wait times. This issue may be exacerbated if more meat processing plants are impacted by COVID-19.

Maurita Prato, Executive Director, LUSH, has launched a wonderful weekly podcast providing information and education. In addition, the CVFPC and LUSH have an engaging social media presence including a 'Grow Food Everywhere Comox Valley' Facebook page that provides support and information to those starting to grow their own food.

Going forward, advocating for Food Security and Food Supply Disruption to be included in Emergency Operation Centres (EOC's) is encouraged. In the coming weeks I hope to start dialogue and action around policy development (such as urban agriculture, edible landscaping, etc.) to enhance local food security and sustainability, particularly in times of emergency. Some of these policies may tie in with the Official Community Plan (OCP) process, and will also support our climate change goals and economic development.

Thank you,
Wendy
Wendy Morin
Councillor - City of Courtenay/CVRD Director