



The Corporation of the City of Courtenay

Council Agenda

Meeting #: R12/2024
Date: July 17, 2024
Time: 4:00 p.m.
Location: CVRD Civic Room, 770 Harmston Ave, Courtenay

We respectfully acknowledge that the land we gather on is Unceded territory of the K'ómoks First Nation, the traditional keepers of this land.

Pages

1. CALL TO ORDER

2. IN CAMERA RESOLUTION

THAT Council close the meeting to the public pursuant to the following subsections of the Community Charter:

90 (1) A part of a council meeting may be closed to the public if the subject matter being considered relates to or is one or more of the following:

(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;

(2) A part of a council meeting must be closed to the public if the subject matter being considered relates to one or more of the following:

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

3. INTRODUCTION OF LATE ITEMS

4. ADOPTION OF MINUTES

4.1 Regular Council Minutes - June 26, 2024

4

5. PRESENTATIONS

5.1 K'ómoks Treaty Negotiations Update

Presentation by Jessica Jamieson, Negotiations Analyst, Province of British Columbia.

10

6. DELEGATIONS

6.1	925 Braidwood Neighbors	23
	A delegation by J. Goddard, on behalf of the grassroots neighborhood organization "925 Braidwood Neighbours".	

The delegate will represent 925 Braidwood Neighbours and 222 petitioners who support the Braidwood supportive housing development but oppose the shelter.

7. STAFF REPORTS

7.1	City Manager (CAO)	
7.1.1	Non-Enforcement of "Sanitary Sewer Use, Extension and Connection Bylaw No. 1327"	44
7.2	Development Services	
7.2.1	Development Variance Permit No. 2207 – 4883 Island Highway North	132
7.2.2	Development Variance Permit No. 2402 – 558 England Avenue	141
7.2.3	Update Local Area Plan Harmston Civic Precinct and Downtown Centre	147
7.3	Recreation, Culture and Community Services	
7.3.1	Comox Valley Art Gallery Society Licence to Occupy, Management and Operating Grant Fee for Service Agreement	152
7.3.2	Comox Valley Community Art Council Licence to Occupy and Grant Fee for Service Agreement	220

8. EXTERNAL REPORTS AND CORRESPONDENCE

8.1	Letter of Support from Village of Cumberland - Strengthening Communities' Grant Expiration	249
8.2	Donation Request from School District 71 - Youth Climate Action Event	250
8.3	Letter from Comox Valley 4 Palestine	255

9. INTERNAL REPORTS AND CORRESPONDENCE

9.1	Sid Williams Theatre Capital Projects Update	257
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10. UNFINISHED BUSINESS

10.1	Delegation - Amend Building Bylaw No. 3114, 2023	261
	A follow up to the delegation by J. Evans and P. Myers, residents of Courtenay and C. vander Ros at Nickel Bros. The delegates seek a bylaw amendment to allow the relocation of homes older than 15 years.	

11. BYLAWS

11.1	For First, Second, and Third Readings:	
11.1.1	Council Code of Conduct Bylaw No. 3150, 2024	263
11.1.2	Indemnification Authorization Bylaw No. 3151, 2024	283
11.2	For Adoption:	

11.2.1	Loan Authorization Bylaw No. 3128, 2024 - Anderton Dike Phase 1	288
11.2.2	Loan Authorization Bylaw 3136, 2024 – Strategic Land Acquisition 2024	290
11.2.3	Loan Authorization Bylaw No. 3137, 2024 - 6th Street Bridge	292
11.2.4	Official Community Plan Amendment Bylaw No. 3141, 2024	294

12. COUNCIL REPORTS

- 12.1 Councillor Cole-Hamilton
- 12.2 Councillor Frisch
- 12.3 Councillor Hillian
- 12.4 Councillor Jolicoeur
- 12.5 Councillor McCollum
- 12.6 Councillor Morin
- 12.7 Mayor Wells

13. ADJOURNMENT



The Corporation of the City of Courtenay

Council Minutes

Meeting #: R11/2024
Date: June 26, 2024
Time: 4:00 pm
Location: CVRD Civic Room, 770 Harmston Ave, Courtenay

Council Present: B. Wells (Mayor)
W. Cole-Hamilton
D. Frisch
E. Jolicoeur
W. Morin

Regrets: D. Hillian
M. McCollum

Staff Present: G. Garbutt, City Manager (CAO)
A. Langenmaier, Director of Financial Services
K. O'Connell, Director of Corporate Services
M. Wade, Director of Development Services
E. Chow, Manager of Legislative Services
A. Guillo, Manager of Communications
P. Preston, Manager of Building and Administrative Services
L. Bourgeois, Deputy Corporate Officer

1. CALL TO ORDER

Mayor Wells called the meeting to order at 4:00 pm and respectfully acknowledged that the meeting was conducted on the Unceded territory of the K'ómoks First Nation, the traditional keepers of this land.

Councillor Jolicoeur provided a statement, on behalf of Courtenay Council, to acknowledge the deaths of 14 Comox Valley community members in the period of January to April 2024 due to the unregulated toxic drug supply crisis, for a total of 191 deaths of Comox Valley Community members since the public health emergency was first declared.

Councillor Morin joined the meeting at 4:01 pm.

2. INTRODUCTION OF LATE ITEMS

Without any late items or objections, Council proceeded with the agenda as presented.

3. ADOPTION OF MINUTES

3.1 Regular Council Minutes - June 12, 2024

Moved By Cole-Hamilton

Seconded By Frisch

THAT Council adopt the June 12, 2024 Regular Council Meeting minutes, the June 19, 2024 Public Hearing minutes, and the June 19, 2024 Special Council minutes.

CARRIED

3.2 Public Hearing Minutes - June 19, 2024

The June 19, 2024 Public Hearing minutes were adopted during Item 3.1.

3.3 Special Council Minutes - June 19, 2024

The June 19, 2024 Special Council Meeting minutes were adopted during Item 3.1.

4. DELEGATIONS

4.1 Request to amend Building Bylaw No. 3114, 2023

Jessica Evans and Paul Myers, residents of Courtenay, are seeking a bylaw amendment to allow the relocation of homes older than 15 years. Cassidy Vander Ros, from Nickel Bros, representing the residents, provided a presentation on the benefits of relocating homes.

5. STAFF REPORTS

5.1 City Manager (CAO)

5.1.1 City of Courtenay 2023 Annual Report

Moved By Frisch

Seconded By Cole-Hamilton

THAT Council approve the City of Courtenay 2023 Annual Report.

CARRIED

5.2 Development Services

5.2.1 Development Variance Permit No. 2405 – 2599 Copperfield Road

Moved By Frisch

Seconded By Morin

THAT Council vary Section 8.1.15 (3) of Zoning Bylaw No. 2500, 2007 *“The side yard setbacks shall be 3.5m to 2.5 m”*; and

THAT Council approve Development Variance Permit No. 2405 (2599 Copperfield Road); and

THAT Council direct the Director of Development Services to issue Development Variance Permit No. 2405 (2599 Copperfield Road).

CARRIED

5.3 Financial Services

5.3.1 Financial Information Act – 2023 Statement of Financial Information

Moved By Frisch

Seconded By Cole-Hamilton

THAT Council approves the City of Courtenay Statement of Financial Information for the year ended December 31, 2023.

CARRIED

5.3.2 2025-2026 RCMP Municipal Policing Contract: Approval in Principle

Moved By Frisch

Seconded By Morin

THAT Council provide “approval in principle” for an expenditure cap of \$9,015,110 for the 2025/2026 Municipal Policing Contract.

CARRIED

6. EXTERNAL REPORTS AND CORRESPONDENCE

6.1 Letter from Millard Piercy Watershed Stewards

Moved By Morin

Seconded By Frisch

THAT Council permit the Millard Piercy Watershed Stewards to erect 10 tents on City property located on the green space between the parking lot on Mansfield Drive and the Courtenay Riverway Heritage Walk on September 22, 2024, Family Watershed Day, to present information on topics related to the health of watersheds and their inhabitants.

CARRIED

7. BYLAWS

7.1 For Third Reading:

7.1.1 City of Courtenay Official Community Plan Amendment Bylaw No. 3141, 2024

Moved By Frisch

Seconded By Jolicoeur

THAT Council give third reading to “City of Courtenay Official Community Plan Amendment Bylaw No. 3141, 2024”.

CARRIED

8. COUNCIL REPORTS

8.1 Councillor Cole-Hamilton

No report provided.

8.2 Councillor Frisch

No report provided.

8.3 Councillor Hillian

Councillor Hillian was absent from the meeting but submitted a report of activities, see agenda.

8.4 Councillor Jolicoeur

Councillor Jolicoeur reviewed his attendance at the K'ómoks First Nation community celebration for National Indigenous Day on June 21, 2024.

8.5 Councillor McCollum

Councillor McCollum was absent from the meeting. No report provided.

8.6 Councillor Morin

Councillor Morin reviewed her attendance at the following events:

- National Indigenous Peoples Day celebrations on June 21, 2024; and
- The regular weekly meeting of the Comox Valley Coalition to End Homelessness, held with residents who are currently unhoused.

8.7 Mayor Wells

Mayor Wells reviewed his attendance at the following events:

- National Indigenous Peoples Day celebrations on June 21, 2024; and
- The "Give Hope Wings" Expedition at the Courtenay Marina on June 15, 2024.

9. IN CAMERA RESOLUTION

Moved By Cole-Hamilton

Seconded By Morin

THAT Council close the meeting to the public pursuant to the following subsections of the *Community Charter*:

90 (1) A part of a council meeting may be closed to the public if the subject matter being considered relates to or is one or more of the following:

(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;

(i) the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose;

(j) information that is prohibited, or information that if it were presented in a document would be prohibited, from disclosure under section 21 of the Freedom of Information and Protection of Privacy Act; and

(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

10. ADJOURNMENT

Mayor Wells terminated the open portion of the meeting at 5:12 pm. Following the conclusion of the in camera portion of the meeting, Mayor Wells terminated the meeting at 5:20 pm.

CERTIFIED CORRECT

Adopted by Council [Month] [Date], 2024

Mayor

Corporate Officer

K'ómoks Treaty Negotiations



Modern Treaties in B.C.: Timeline



2000

- Nisga'a Treaty comes into effect, first modern treaty in B.C.



2019

- **DECLARATION ON THE RIGHTS OF INDIGENOUS PEOPLES ACT**
- Recognition and Reconciliation of Rights Policy
- Debt burden eliminated



1990s

- **1992:** Establishment of the BC Treaty Commission and BC Treaty Process



2009-2016

- First modern treaties under BCTC process come into effect with seven First Nations:
- 2009: Tsawwassen
- 2011: Maa-nulth
- 2016: Tla'amin



TODAY

- **Concluding negotiations on three modern treaties with K'ómoks, Kitselas and Kitsumkalum**
- **Negotiations ongoing with other Nations on treaties and other complex reconciliation agreements**

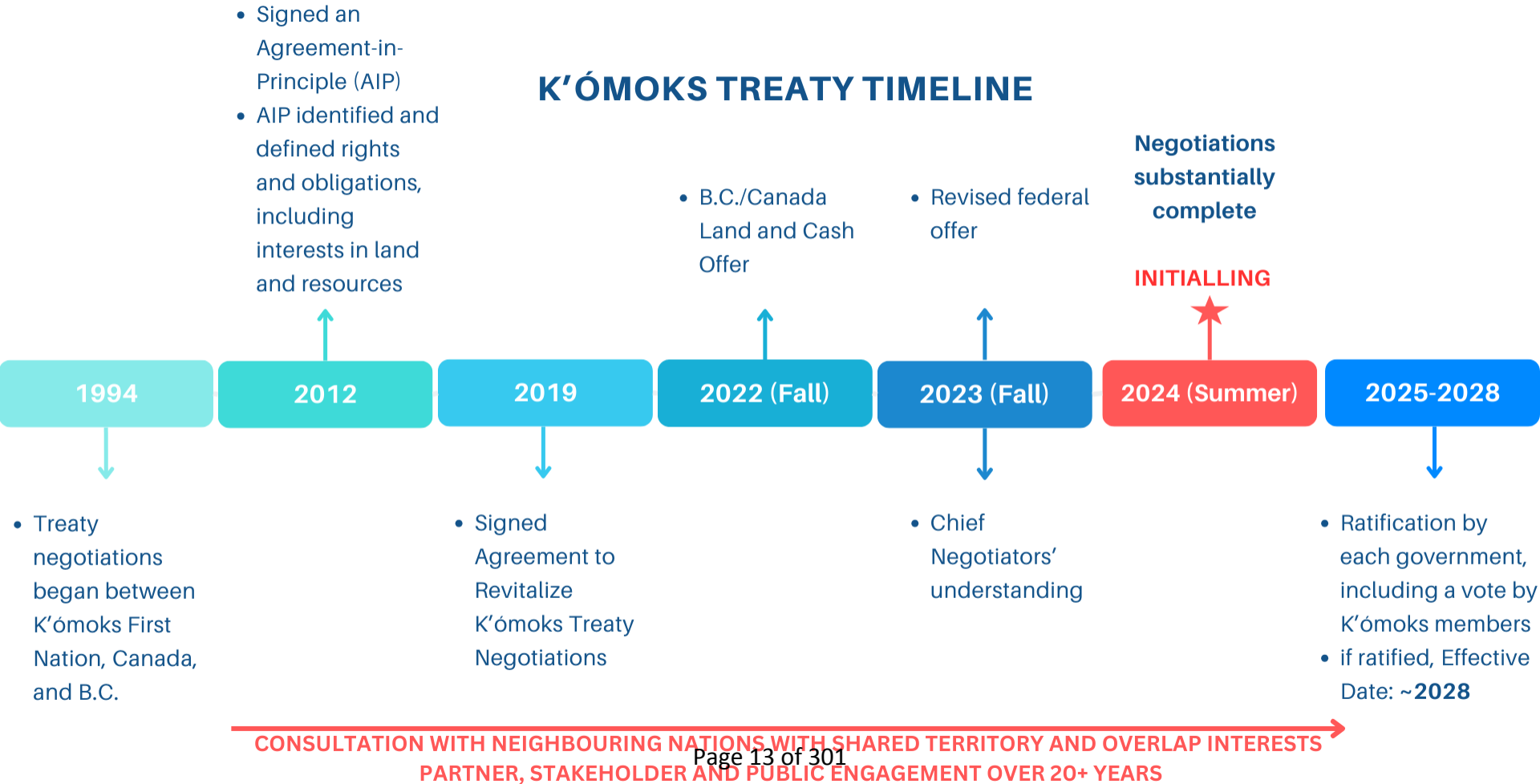
Treaty Negotiations Overview

Living agreements that can evolve over time

- Recognition and Reconciliation of Rights
- Land and Jurisdiction
- Self-Government
- Natural Resources
- Shared Decision-Making
- Fiscal Relations



K'ÓMOKS TREATY TIMELINE

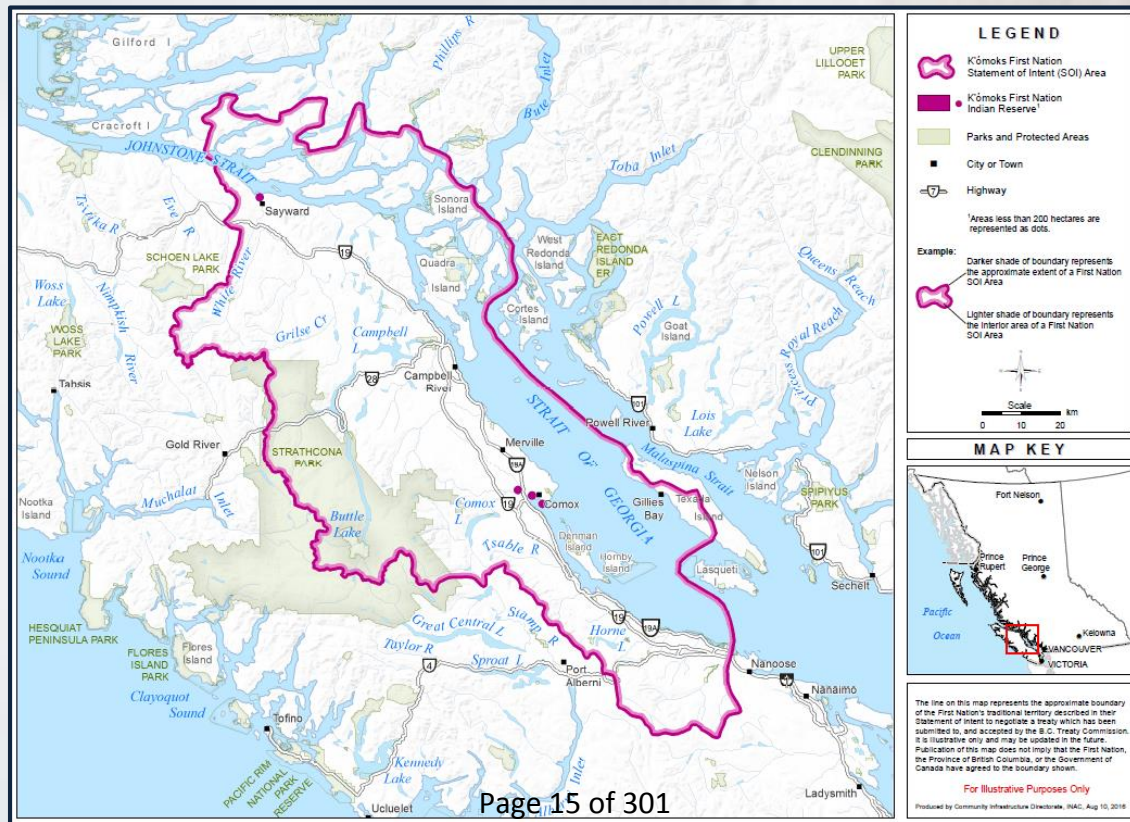


Engagement and Consultation

- Treaty partners committed to engagement
- Building on 20+ years of significant previous engagement throughout negotiations process
- Direct engagement with the public, local governments, interest groups, tenure/permit holders, and adjacent landowners over many years
- Treaty partners released a “What We Heard Report” following public open houses (virtual and in-person) in 2022 and community events
 - Two Key themes in the report:
 - High levels of support for the treaty and reconciliation, broadly
 - Desire to see reconciliation advance faster
- Engagement will continue post-initialling
- Consultation with First Nations with overlap or shared territory interests



K'ómoks Territory



K'ómoks Treaty Lands

Approx. 3,500 hectares as K'ómoks Treaty Land
Option to purchase another ~1,600 hectares from B.C.

Jurisdiction

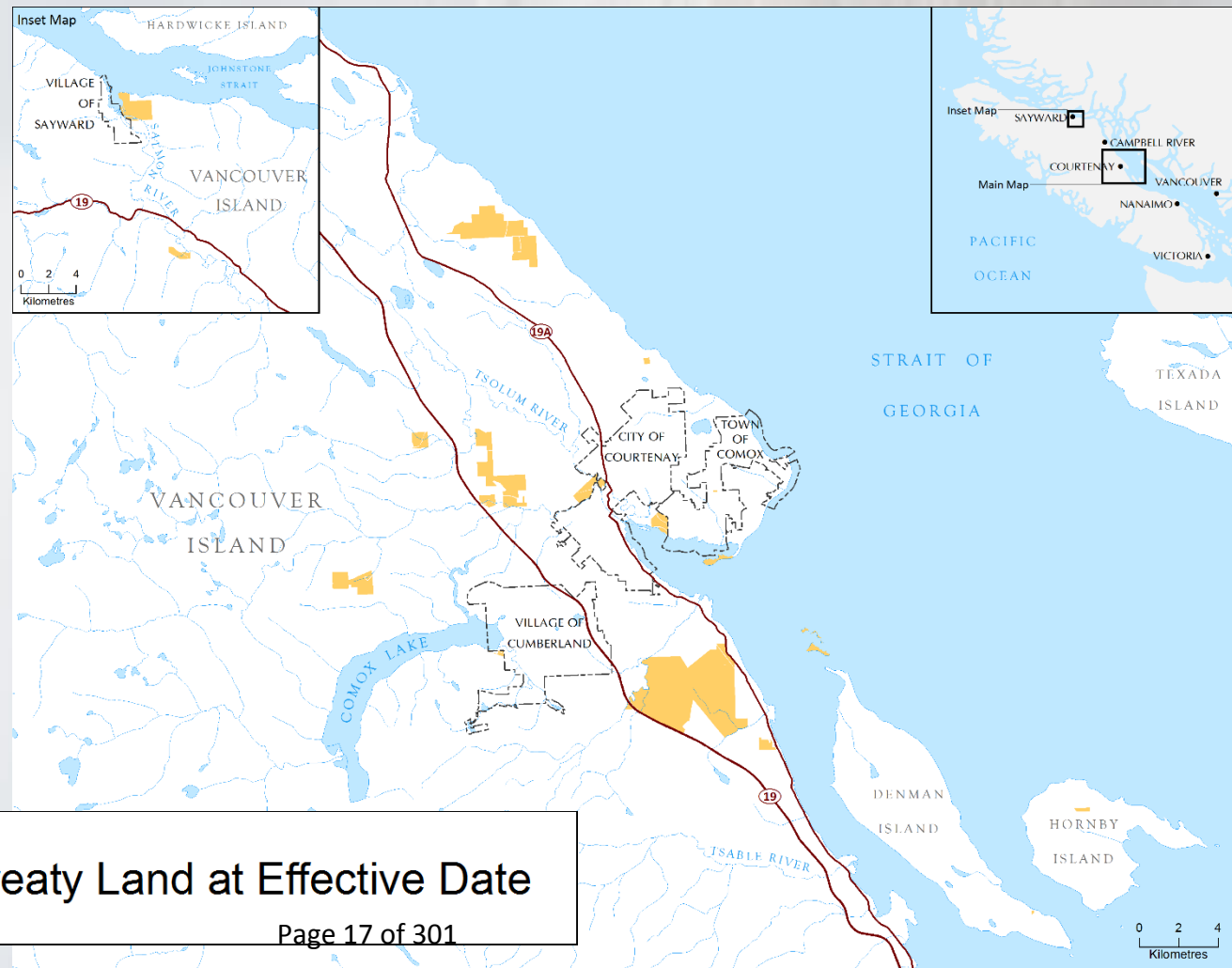
- K'ómoks would own and manage the land
- Able to make laws and zoning, do land-use planning, develop and use as desired

Types of K'ómoks Lands

- Most Treaty Lands would be private; publicly accessible where appropriate and with K'ómoks permission
- Public Treaty Lands (e.g. Williams Beach, Wood Mountain): accessible to everyone
- Tribal Parks (e.g. Sandy Island) would continue to be managed as parks

Existing Interests on K'ómoks Lands

- Permits, tenures, licenses would continue, be replaced with an equivalent in an alternative location, or be compensated



K'ómoks Treaty Land at Effective Date

K'ómoks Self-Governance in Treaty

- Recognizes K'ómoks' right to self-govern
- K'ómoks may create laws related to the following:

- Lands and resources
- Adoption
- Child and family services
- Aboriginal healers
- Health services
- Family and social services
- Marriage

- Childcare
- Language and culture
- Kindergarten to grade 12 education
- Post-secondary education
- Culture and heritage
- Enforcement Chapter – First Nation Judges & Courts, Policing, Corrections & Natural Resources

- If K'ómoks does not make laws related to the above, relevant federal and provincial laws apply

Harvesting Rights

- Right to hunt wildlife, fish, and harvest plants and timber for domestic use throughout territory on Crown Lands and K'ómoks Treaty Lands
- All subject to provincial/federal conservation, public health, and safety laws
- Right to trade and barter; sale must be in accordance with provincial and federal laws
- Elk Allocation as a percentage of Total Allowable Harvest

Resource Management

- Shared Decision-Making
 - Process for developing shared decision-making agreements on Parks, Wildlife, Fish, Water, K'ómoks Estuary
 - Specific considerations for other First Nations, including consultation obligations
- Other land & resource terms
 - Consultation obligations and harvesting rights within Parks
 - Involvement in Environmental Assessment Process
- Resource management: K'ómoks Treaty Lands
 - Law-making ability: environmental assessments; environmental management; water use and licencing
 - Water Scarcity Management Agreement
 - Surface Water and Groundwater Reservations
 - Ownership of forest resources

Targeted Timelines

Tentative - subject to consultations and approvals

- Initialling in summer 2024
- Ratification : K'ómoks vote 2025; BC, Canada legislation 2026-2027
- Continued consultation with neighbouring and overlap First Nations
- Continued engagement with public, interest-holders throughout
- Treaty & treaty land ownership to come into effect: ~2028



More information

- Sign-up for treaty updates:

<https://engage.gov.bc.ca/KomoksTreaty>

- Specific questions, email:
komoks.treaty@gov.bc.ca

Lisa Bourgeois
Deputy Corporate Officer
City of Chertsey

July 9, 2024

Hello Lisa -

Here is the information from our group, 925 Braidwood Neighbors, for our delegation presentation before the Chertsey city council on Wednesday, July 17, 2024:

- Name, description of our group.
- Position regarding the proposed development at 925 Braidwood Road.
- Submission of a petition with 222 signatures.
- Name and address of our presenter, Judy Goddard, 129 Back Road, Chertsey, on July 17.

Sincerely,

Jett W. Larsen
[REDACTED] Braidwood Road
[REDACTED]

925 Braidwood Neighbours is a grass roots neighbourhood organization formed in April 2024 after learning of BC Housing / City of Courtenay's proposed shelter(s) and supportive housing at 925 Braidwood Road.

We support the proposed supportive housing, but oppose the proposed shelter(s) on the 925 Braidwood Road site for a number of reasons, from the safety of shelter(s) users due to the busy Ryan Road location, drivers/motorists, safety and well-being of residents in the proposed supportive housing, to where individuals will stay each night when the shelter reaches capacity, currently planned for 40 beds.

We are submitting a petition with signatures from the neighbourhood / East Courtenay supporting the supportive housing but opposing the shelter(s).

Our presenter will be Judy Goddard, [REDACTED] Back Road, Courtenay. There will be no PowerPoint presentation.

P E T I T I O N

BC Housing, City of Courtenay Mayor and Council:

Our neighbourhood group, 925 Braidwood Neighbours, a grass-roots organization of 350-plus residents, workers, and business owners/operators, agrees that supportive housing enriches the lives of the marginalized in our community.

Supportive housing residents need resources that teaches them new life skills that will help them to become stable, productive and active members of the community where we all live.

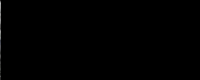
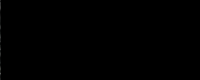
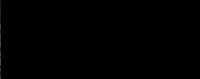
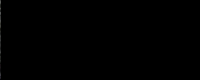
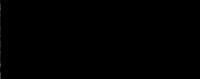
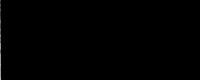
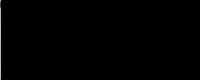
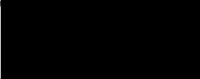
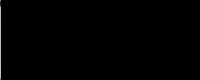
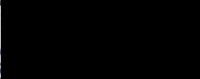
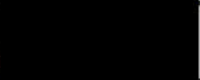
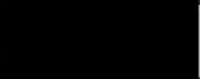
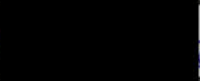
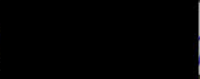
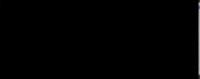
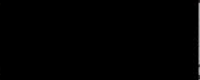
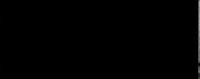
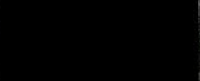
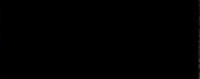
The inevitable contact with shelter residents could seriously threaten the progress of supportive housing residents in their day to day lives.

The influence of some of the people using the shelter could seriously hinder their recovery and be detrimental to their pursuit of life skills needed to live a more productive life.

A serious concern we have with the 925 Braidwood location for the homeless and warming shelters is a significant threat to the safety of the shelter clients and the drivers/motorists on Ryan Road.

The safest and most advantageous location for the homeless/warming shelter is not 925 Braidwood. The 925 Braidwood Neighbours group represent a great many Comox Valley residents who urge you to re-consider the current plans, and to re-zone only for supportive housing. This decision would benefit the whole community.

925 Braidwood Neighbours.

Print Name	Address	Phone #	Signature	Date
Cheryl Schellinck	 Kilpatrick Ave ^{Courtenay} Bc		C Schellinck	Jul 2/24
Rick Schellinck	 Kilpatrick Ave ^{Courtenay} Bc		R Schellinck	Jul 2/24
Emily Konway	 Munster Rd.		E Kon	Jul 2/24
Diana Olsen	 McPhee Ave.		D Olsen	Jul 2/24
Rhoda Metcalf	 Kingsley Cr.		R Metcalf	Jul 2/24
Jennifer Schellinck	 Farquharson		J Schellinck	July 2/24
Charles Schellinck	 Farquharson		C Schellinck	July 3/24
Caroline Brett	 Farquharson Dr.		C Brett	July 4/24
Sheldon Brett	 Farquharson Dr.		S Brett	July 4/24
Robert Green	 Farquharson		R Green	July 4/24
Marcia Green	 Farquharson Dr.		M Green	July 4/24
Rana Herman	 Williams Rd		R Herman	July 4/24
SAM ALEXANDER	 CUMBERLAND RD		S Alexander	July 4/24
Chris Cardeiro	 Williams Rd		C Cardeiro	July 4/24
Anne Wittig	 William Rd		Anne W	July 4/24
LESLIE RIDGWAY	 Farquharson Dr		L Ridgway	July 5/24
Jennifer Gittett	 Farquharson Dr		J Gittett	July 5/24
Peter Mackinnon	 Farquharson Dr		P Mackinnon	5 July
Darcy Stanick	 Farquharson Dr.		D Stanick	July 4/24
Connel Stanick	 Farquharson Dr.		C Stanick	July 4/24
G.C. LEWKOSKI	 FARQUHARSON		G.C. Lewkoski	July 5/24
M. LEWKOSKI	 FARQUHARSON		M Lewkoski	" "
R. Bodkin	 Farquharson		R Bodkin	July 5/24
A. Schellinck	 Farquharson Dr.		A Schellinck	5 July 24

Name	Address	Phone #	Signature	Date
Athira Vijayan	170 Centennial Drive, Courtenay, V9N 9V7		Athira	July 01/24
Akhil K. Ananth Angad	170 Centennial Drive, Courtenay, V9N 9V7		Akhil	July 1/2024
Jake Reimer	Centennial Dr Courtenay, BC. V9N 9V7		J Reimer	July 1/2024
Pulkit Jaiswal	Centennial Dr Courtenay BC. V9N 9V7		PJ	July 1/2024
Aarti Kinha	Centennial Dr Courtenay BC. V9N 9V7		AK	July 1/2024
Chelsea Schmidt	Centennial Drive Courtenay BC V9N 9V7		CJ	July 1/2024
Carol Berry	Centennial Dr Courtenay BC		Carol	July 1/24
Ying Yun	Centennial Dr Courtenay BC		Ying	July 1 2024
Florbelan Sabroso	Centennial Dr. Courtenay B.C		Florbelan A. Sabroso	July 1, 2024
Ethan Moore	Centennial Dr. Courtenay BC		Ethan	July 1/24
Brandon Henry	Centennial		Brandon	July 1/24
Donna Clair	Centennial Dr.		D. Clair	July 1/24
Emil E. E. E.	Centennial Dr		Emil	July 1, 2024
W. W. W.	Centennial		W. W. W.	July 1/2024
WARREN APSOORIS	CENTENNIAL		Warren	JULY 1/24
GRACE WILLIS	Oak Place		Grace Willis	July 1/24
N. TRAN	OAK PI		N. Tran	July 1/24
Richard Lawson	OAK PI		R. Lawson	July 1/24
MONIQUE FLEISCHER	OAK PL		Monique	July 1/24
Teresa Stoltz	Oak Place		Teresa	July 1/24
Amanda Williams	Centennial Courtenay, BC V9N 9V6		Amanda Williams	July 1/24
Debra	W. W. W. Pl. Courtenay B.C.		Debra	July 1/24
Marcena Kitab	Braidwood Rd Courtenay		Marcena	July 3, 2024
BERNIE WENDT	PIDCOCK COURT		Bernie	July 3/24

Print Name	Address	Phone #	Signature	Date
Dorothy Miles	COURTENAY BACK RD BC.		Dorothy Miles	June 30 2024
ISABEL DUMAS	COURTENAY BACK Rd		I. Dumas	June 30/24
SHANNON McGEHEAN	MT. ALEXANDRA WASHING		Office for SHANNON MCG.	June 30/24
JENNIFER GRIEVE	COURTENAY BACK RD.		J. Grieve	June 30/24
LYNN DEVERES	Urguhart		L. Deveres	June 30/24
SHAUNEE SUPER	BACK RD		Super	JUNE 30/24
TONY SUPER	Back Rd		Tony Super	June 30/24
MARNIE WALLACE	BACK RD		M. Wallace	June 30/24
GARY WALLACE	Back Rd #22		G. Wallace	30 June 2024
Louise William	Back R 24		L. W.	Jun 30/24
Meaghan Caddy	Back Rd		M. Caddy	June 30/24
Susan Young	Back Rd		S. Young	June 30/24
MEAGHAN CADDY	Back Rd		M. Caddy	June 30/24
CHRIS OLYNYK	Back Rd		Chris Olynik	June 30/24
BRIAN WEBSTER	Back Rd		B. Webster	June 30/24
Ryan Tinnich	Back Rd.		R. Tinnich	June 30/2024
JOHN RAMSAY	6th St. E.		J. Ramsay	01 Jul 24
DONNA SHAW	6th St. E.		D. Shaw	July 1/24
Robb Fry	Back Rd		Robb Fry	July 1/24
Rob Fry	Back Rd		R. Fry	July 1/24
Susie Tuttle	Back Rd		S. Tuttle	July 1/24
Mary Lou Friesen	BRAIDWOOD Rd		M. Friesen	July 1/24
John Friesen	BRAIDWOOD Rd		J. Friesen	July 1/24
Margaret Fowler	Braidwood Rd		M. Fowler	July 1/24
Vicki d'Amore	Braidwood Rd		V. d'Amore	July 2/24

Print Name	Address	Phone #	Signature	Date
Tina Haring	Braidwood Rd			June 30/24
JONEL COOPER	Braidwood Rd			June 30/24
Andrea Brooks	Braidwood Rd			June 30/24
PEIAR KACHAROV	BRAIDWOOD RD			30 JUN 24
ELAN DRINK	BRAIDWOOD			30 JUN/24
Justyn Freeman	Braidwood			30 JUN 24
Sesse Bevans	Braid wood			30 June 24
DAN VOGT	BRAIDWOOD RD			JUNE 30/24.
Laura Bell	Braidwood Rd			30 JUN '24
JOHN THOMPSON	Braidwood rd			June 30/24
Wolfgang Thompson	Braidwood Rd			June 30/24
Carolyn Parker	BRAIDWOOD Rd			June 30/24
Chris Parker	Braidwood			June 30/24
Rhiannon Parker	Braidwood Rd			June 30/24
Louisa Lawson	Braidwood Rd			June 30/24
Charnise Caruana	Braidwood Rd			June 30/24
Amanda Sharpe	Braidwood Rd			June 30/24
Kim Hewitt	Braidwood Rd			June 30/24
Nacem Goun	Braidwood Rd			June 30/24
Russell Foster	Braidwood Rd			June 30/24
Viena Bagwell	Braidwood Rd			June 30/24
Stephen Bagwell	Braidwood Rd			June 30/24
Nicole Cooper	Braidwood Rd			June 30/24
Chris Slater	Braidwood Rd			June 30/24
Frederick Bennett	Braidwood Rd			June 30/24

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Name	Address	Phone #	Signature	Date
Ampaya Chaim	McLauchlin Dr		Ampaya Chaim	07/02/24
Daryl Klein	McLauchlin Dr		Daryl Klein	07/02/24
Travis Short	Mc drive		TS	07/02/24
Monica McCormiston	McLauchlin Dr.		Monica	07/02/24
Nicolas Phares	McLauchlin Dr		Nicolas	07/02/24
Mandy Moore	McLauchlin Dr		Mandy Moore	07/02/24
Michael Wade	McLauchlin Dr		Michael Wade	07/02/24
William Kirby	Nim Nim Place		William Kirby	02 July 2024
Inno Volynkin	Nim Nim Place		Inno Volynkin	02 July 2024
Gile Berthelot	Nim Nim Pl		Gile Berthelot	02/07/24
Kristin Weirwood	Nim Nim Place		Kristin Weirwood	02/07/24
ALL FARBER	Nim Nim Pl		ALL FARBER	02/07/24
Alex Frechette	Nim Nim Pl		Alex Frechette	02/07/24
Jodi Paquette	Nim Nim pl		Jodi Paquette	05/07/24
Ben Lum	Nim Nim Pl		Ben Lum	5/7/24
Chantel Steeves	Nim Nim pl		Chantel Steeves	07/06/24
Tracy Macrae	Nim Nim		Tracy Macrae	07/06/24
Vedran Rocco	8803 Nim Nim Pl		Vedran Rocco	06/07/2024
Shreeja Jain	McLauchlin Dr		Shreeja Jain	6/2/2024
Donna Chappin	Courtenay		Donna Chappin	7/ 2024
Georgina Moseley	Nim Nim Pl		Georgina Moseley	07/06/24

Print Name	Address	Phone #	Signature	Date
DEANE FINKLSON	BRIDWOOD Rd		J. Finkelson	July 1/2024
Kelly Finkelson	Braidwood Rd		AK Finkelson	July 1 2024
Mickey Colburn	STEAST		M Colburn	July 7, 2024
DENNIS COLBURN	10 th St. East		D Colburn	July 7, 2024
Crystal Stuart	Braidwood Rd		C Stuart	July 7/2024
Byron Gark	Braidwood			July 7/2024
CHEERY MANZANO	Braidwood Rd		Cheery Manzano	July 7/24
Jett Larsen	Braidwood		Jett W. Larsen	July 7, 24
Johanna Frisch	Braidwood Rd.		J. Frisch	July 7 th 2024
Jo Anne Shueid	Braidwood		J. Shueid	July 7/24
Jo Anne Lee	Braidwood		J. Lee	July 7/24
Amelia Smith	BRANDWOOD			July 9/24
Peter Charlick	BRANDWOOD		PETER CHARLICK	July 7/24
Laurie Charlick	Braidwood		Laurie Charlick	July 7/24
Lisa Super	Braidwood			July 7/24
Meagan Feltmore	Braidwood			July 2024
Noreen McCaffrey	Braidwood		Noreen McCaffrey	July 8, 24
Katie Belyea	Braidwood		Katie Belyea	July 8/24
TERRY HOWARD	BRANDWOOD			July 9/24

925 Braidwood Neighbours Petition

Deadline In - July 8, 2024

Turned-in to City Hall - July 9, 2024

Signature Sheets - 17

Number of Signatures - 222

Completed Sheets - 4 (98 signatures)

Incompleted Sheets - 13 (123 signatures)

Signature Gatherers - Marylou, Paul,
Dean, Hilga, Jennifer

Copies (2) signatures, petition face page (7)

Number of Signatures - 222

Possible Invalid Signatures (No printed name
Business name, no address
check mark or " ")
- IIII

Turn into - Lisa Bourgeois, RCMP
Deputy Corporate Officer



The Corporation of the City of Courtenay

Staff Report

To: Council

File No.: 5340-03

From: City Manager (CAO)

Date: July 17th 2024

Subject: Non-Enforcement of "Sanitary Sewer Use, Extension and Connection Bylaw No. 1327"

PURPOSE:

The purpose of this report is to seek Council approval for the temporary non-enforcement of the Sanitary Sewer Use, Extension, and Connection Bylaw No. 1327, Section 2.3.2 to allow for the Comox Valley Regional District (CVRD) to discharge water produced during the excavation of the wet well at the new sanitary lift station on Comox Road into the City sanitary collection system.

BACKGROUND:

The CVRD is undertaking excavation for the wet well of the new Regional Lift Station on Comox Road between the end of July and the end of October 2024. The timing of the work aligns with the driest time of the year, thereby limiting the amount of groundwater or storm water intrusion into the wet well excavation site. The dewatering plan includes a network of wells to temporarily lower the water table of the site. The flows from these wells and the dewatering flows of the main excavation site will be piped into an on-site settling and filtration bin with the primary discharge back to the environment or into the roadside swale.

DISCUSSION:

In the event the settling and filtration equipment becomes overloaded or the discharge is too turbid or the chemical makeup of the water is such that it cannot be discharged to ground, the CVRD has requested the authorization to discharge dewatering flows into the City's sanitary collection system, see Attachment 1. The current Sanitary Sewer Use, Extension, and Connection Bylaw No. 1327, Section 2.3.2 states "*No person shall cause or permit any storm water or uncontaminated water¹ to be discharged to the sanitary sewer*". Council approval is requested to allow for non-enforcement of this clause.

The period of non-enforcement would commence in late July until late October. If construction is complete prior to the expected end date the authorization would terminate at that time.

The proposed secondary disposal option requires the use of manhole 4-001 located to the west of the construction site. The transmission main from this manhole crosses under Comox Road for a distance of 32 meters before reaching the Courtenay Pump Station. As provided by the CVRD, the maximum possible daily discharge would be 10,833 m³/day with a maximum instantaneous peak flow rate of 126 L/s. It is understood that the current pumping capacity of the Courtenay Station is to a maximum sustained flow of 300 L/s.

To aid staff in the review and facilitate this request for non-permitted use of the City's sanitary sewer system for the purpose of construction (ground) water discharge, the City requested the following information:

¹ "Uncontaminated water" means any wasted water not contaminated with wastewater and which is suitable for discharge to storm sewers.

"Wastewater" means the water-borne wastes of the community derived from human or industrial sources including domestic wastewater and industrial wastewater, but does not include rainwater, groundwater or drainage of uncontaminated water.

Non-Enforcement of “Sanitary Sewer Use, Extension and Connection Bylaw No. 1327”

- water analysis from a qualified geotechnical engineer (eg. hydrocarbons, BETX, PAHs, Metals, Suspended Solids, etc.)
 - Maximum Discharge Duration: # hours/day; # days/week; # weeks/year
 - Total discharge volume over the requested term of the Permit: # m3
 - Maximum Daily Discharge Rate: # m3
 - Maximum Instantaneous Peak Flow Rate: # litres/second
 - Discharge Flow Rate Profile (24hours)
- Indemnification Agreement

Upon the direction of Council, an indemnification agreement will be signed between the City with the CVRD to ensure that in the event of a blockage, spill, or surcharge, all responsibility for mitigation is with the Comox Valley Regional District, see Attachment 2.

The CVRD’s Construction Environmental Management Plan, summarizes the regulatory requirements for environmental monitoring, permitting, and mitigation measures during the project, see Attachment 3.

At this time, staff are unable to fully consider the risk of non-enforcement of City bylaws as the CVRD’s intent is to test the water at a later date, as such the City does not have the information necessary to assess the request in accordance with the precautionary principles. When water testing data becomes available, the City will then have the necessary information to accurately assess all of the environmental risks.

Bylaw Enforcement and Policy Alignment

The newly adopted Bylaw Compliance Policy clearly outlines the expectations of Courtenay residents and Council in regard to the City’s response to activities that may “negatively impact the environment, public health, safety and wellbeing” – classifying activities with adverse environmental impacts at a Priority One level, with the highest diligence in enforcement approach for any violations. Additionally, the Bylaw Compliance Policy prioritizes voluntary compliance, as such, all efforts should be made to undertake the proposed work in a manner that complies with City bylaws.

When considering the issue of water from excavation being added into the City’s sanitary collection system, several factors must be carefully examined to make an informed decision on whether to enforce environmental regulations. The potential presence of contaminants in the water is a key consideration, as it could pose risks to public safety and the environment. The City must weigh the possibility of residents being harmed or liabilities being incurred as a result of this contamination. In this case, if the water from excavation is found to contain hazardous substances (that cannot be treated by the waste management system or poses a risk to that system), and therefore could potentially harm residents or compromise the integrity of the sanitary collection system, immediate action may be necessary to enforce regulations and prevent any adverse impacts.

For the City to fully consider the request to not enforce the Bylaw, the precautionary principle posits considerations for decision-makers. As outlined in the most recent edition of “Nature Without Borders Regional Conservation Strategy” (2013), to determine if the precautionary principle is triggered, decision-makers are to consider the following:

- *What is the full range of anticipated impacts of the proposed action (direct and indirect, magnitude, spatial, temporal, reversibility)?*
- *What are the known and unknown variables involved with these anticipated impacts?*

Non-Enforcement of “Sanitary Sewer Use, Extension and Connection Bylaw No. 1327”

To date, the CVRD has provided the following information in aid of providing clarity as to the potential risks of the proposed activities that would inform the decision-making approach founded on the precautionary principle:

- operating period
- spill prevention and containment plan
- flow information
- total remediation or excavation site area: # acres; or # m²
- Maximum Discharge Duration: # hours/day; # days/week; # weeks/year
- Total discharge volume over the requested term of the Permit: # m³
- Maximum Daily Discharge Rate: # m³
- Maximum Instantaneous Peak Flow Rate: # litres/second

However, in the absence of the water quality information, staff are not able to offer a supportive recommendation for the possibility of adding water, whether contaminated with unknown pollutants or not, to the sanitary sewer system due to the potential risks involved. With a better understanding of the conditions, the City would be able to analyze the potential risks, thus offering an evidence-based recommendation.

Sanitary systems are specifically designed to manage sewage, which contains known contaminants, of which can be effectively treated by the receiving wastewater treatment facilities. Introducing water of unknown contamination levels could compromise the treatment process and potentially lead to issues such as increased treatment costs, reduced treatment efficiency, and possible environmental harm. It is crucially important to a review process that all real or potential contaminants are identified, in an effort to ensure the preservation of the treatment process and ultimate the protection of the environment.

POLICY ANALYSIS:

The City of Courtenay adopted the Bylaw Compliance Strategy in 2023, classifying environmental protection as a level one priority item.

Regional Growth Strategy: 2B-1 Local governments should work together to adopt consistent actions and policies for environmental and natural resource protection, through OCP's, zoning and other mechanism, that promote the principles of precaution, connectivity and restoration.

FINANCIAL IMPLICATIONS:

The CVRD will ensure that any flows conveyed are captured through a meter installed at the discharge point. These volumes will be subtracted from the City's billed flows into the Courtenay Pump Station.

OPTIONS:

1. THAT the Comox Valley Regional District (CVRD) be requested to provide a water analysis from a qualified geotechnical engineer (e.g. hydrocarbons, BETX, PAHs, Metals, Suspended Solids, etc.); and

THAT once the following conditions have been met to the satisfaction of the City Manager, Council approve the CVRD's request to discharge excavation water into the City of Courtenay sanitary sewer system as part of the Regional Lift Station on Comox Road Project up until November 15th, 2024:

Non-Enforcement of “Sanitary Sewer Use, Extension and Connection Bylaw No. 1327”

- that the water quality has been quantified and the CVRD has provided documentation that all regulatory assurances have been met, and,
 - an Indemnification Agreement has been executed by both parties.
2. THAT Council deny the request and advise the CVRD of this decision.
 3. THAT Council provide alternative direction to Staff.

ATTACHMENTS:

1. 20240705 Dewatering Discharge Letter to K. Shaw
2. Dewatering Discharge Indemnification Agreement
3. 20240529 Comox Valley Sewer Conveyance CEMP

Prepared by: Beth Brooks, Engineering Technologist – Utilities
Kate O’Connell, Director of Corporate Services (CO)

Reviewed by: Rod Armstrong, Manager of Utilities
Kyle Shaw, Director of Operations
Kate O’Connell, Director of Corporate Services (CO)

Concurrence: Geoff Garbutt, M.Pl., MCIP, RPP, City Manager (CAO)

File:

July 5, 2024

Sent via email only: email info

Kyle Shaw
1000 Piercy Ave
Courtenay, BC V9N 3E6

Dear Kyle,

Re: Courtenay Pump Station construction dewatering

Per our email correspondence, CVRD are requesting to temporarily connect a 3" pipe to a City of Courtenay sanitary manhole as a back-up dewatering discharge if the filtration and settling facilities on the construction site are overloaded. CVRD acknowledge that this is not approved by City bylaws and would not normally propose such a solution for groundwater, but the rationale for this request is:

- During procurement, the Design-Builder raised the potential to discharge groundwater to the existing Courtenay Pump Station as a cost saving measure to reduce their risk. CVRD accepted this with strict language on flow rates to ensure the pump station capacity is not threatened;
- Due to the archaeological risk and traffic disruption of running the discharge across the road before the holistic Traffic Management Plan for uni-directional flow on Comox Road is implemented in 2025, the contractor has proposed to discharge into the City's East Courtenay Trunk in the last manhole upstream of CVRD infrastructure;
- The primary discharge will be to the road-side swale which drains towards Glen Urquhart Creek, with filtration and settling facilities and Qualified Environmental Professionals on-site to ensure the discharge meets provincial Approved Quality Guidelines. The discharge to sanitary manhole is only if the filtration and settling facilities are unable to meet these standards, and will only be used temporarily for a time until they can meet them again; and
- The proposed discharge is scheduled to be completed between end of July and end of October, during a period of low inflow and infiltration (I&I), when the flow within City's trunk mains is usually low.

CVRD have provided drawings of the proposed dewatering set-up of the site (total excavated site area of 200m²) as well as the project's Construction Environmental Management Plan, which provides detailed information on dewatering standards, spill prevention and response, surface water control and contamination chance find procedures. In addition, the detailed information on the maximum flow discharge into the City's manhole is provided below:

- Maximum instantaneous Peak Flow Rate: 126 L/s
- Maximum daily discharge rate: 10,833 m³/day
- Total maximum discharge volume over requested term of Permit: 1,216,922 m³

Discharging any flow into City's sanitary system will increase the total inflow into the Courtenay Pump Station, which is totalled to apportion municipal acquisition costs for the Sewer Service. To mitigate this, CVRD will ensure a flow instrument (mag meter) is installed and monitored on the discharge line to the manhole and all flows will be subtracted from the Courtenay Pump Station flows for the duration of the works.

CVRD recognize that this proposal introduces risk to City infrastructure, from potential surcharging of the manhole. CVRD are willing to provide and agree to an indemnity agreement to ensure that the City bares none of this risk. CVRD believe this risk to be very low, per the following details:

- Maximum dewatering discharge: 126L/s
- East Courtenay Trunk gravity flow capacity (theoretical): 340L/s.
- Max combined flow CVRD will allow into existing Courtenay Pump Station (West Courtenay Siphon + East Courtenay Trunk + construction dewatering) before shutting off groundwater discharge: 300L/s

CVRD appreciates City staff and council putting their time and energy towards this request in the effort to implement this vital project for us both as efficiently as possible.

Sincerely,



Senior Manager of Capital Project Delivery
Comox Valley Regional District
770 Harmston Ave.
Courtenay, BC V9N 0G8

cc: Marc Rutten
Rodney Armstrong

INDEMNIFICATION AGREEMENT

This agreement (“**Agreement**”) dated for reference **Month DD**, 20**YY** is:

BETWEEN:

COMOX VALLEY REGIONAL DISTRICT
(the “**Indemnitor**”)

and

CITY OF COURTENAY
(the “**Indemnatee**”).

WHEREAS:

- A. The Indemnitor has undertaken the construction of a new pump station generally known as Courtenay Pump Station (“**Project**”), in relation to which Indemnitor has entered into a contract with a third-party design-builder (“**Contractor**”);
- B. The Contractor has proposed to the Indemnitor a plan for dewatering during construction of the Project which entails discharging dewatering flows (“**Discharge**”) to the sanitary sewer system owned and operated by the Indemnatee (“**Sanitary Sewer System**”);
- C. The Indemnitor has requested permission from the Indemnatee for the proposed Discharge; and
- D. The Indemnatee has agreed to consider the Indemnitor’s request subject to, *inter alia*, the parties entering into this Agreement,

NOW THEREFORE in consideration of \$1.00 paid by each party to the other party, the receipt and sufficiency of which is hereby acknowledged, and the terms and conditions set out herein, the parties each agree as follows:

1. Indemnification

The Indemnitor hereby agrees to indemnify and save harmless the Indemnatee, its elected officials, officers, employees and contractors (collectively, the “**Indemnatee Parties**”) from all loss, damage, costs (including, without limitation, legal costs and remediation costs), expenses, actions, suits, debts, accounts, claims and demands, including without limitation all claims of third parties which any of the Indemnatee Parties may suffer arising out of or in connection with the Discharge including but not limited to the following:

- a) blockage of the Sanitary Sewer System;
- b) surcharge or overflow of the Sanitary Sewer System;

- c) damage to the Sanitary Sewer System; and
- d) impacts to service provided by the Sanitary Sewer System whether upstream or downstream of the point of Discharge,

whether caused by the action or omission of the Indemnitor, the Contractor or any person for whom either the Indemnitor or Contractor are responsible.

2. Cooperation

The Indemnatee shall provide such cooperation and information as the Indemnitor reasonably requests in relation to the Indemnitor's obligation under section 1, and the Indemnitor shall reimburse the Indemnatee for all of the Indemnatee's reasonable out-of-pocket expenses in so doing.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

[Signature block is on the following page.]

COMOX VALLEY REGIONAL DISTRICT

Print name:

Position:

Print name:

Position:

CITY OF COURTENAY

Print name:

Position:

Print name:

Position:

Comox Valley Sanitary Sewer Conveyance Project

Construction Environmental Management Plan

Maple Knappett Joint Venture

Project number: 60719424

May 29, 2024

Statement of Qualifications and Limitations

The attached Report (the "Report") has been prepared by AECOM Canada Ltd. ("AECOM") for the benefit of the Client ("Client") in accordance with the agreement between AECOM and Client, including the scope of work detailed therein (the "Agreement").

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- is subject to the scope, schedule, and other constraints and limitations in the Agreement and the qualifications contained in the Report (the "Limitations");
- represents AECOM's professional judgement in light of the Limitations and industry standards for the preparation of similar reports;
- may be based on information provided to AECOM which has not been independently verified;
- has not been updated since the date of issuance of the Report and its accuracy is limited to the time period and circumstances in which it was collected, processed, made or issued;
- must be read as a whole and sections thereof should not be read out of such context;
- was prepared for the specific purposes described in the Report and the Agreement; and
- in the case of subsurface, environmental or geotechnical conditions, may be based on limited testing and on the assumption that such conditions are uniform and not variable either geographically or over time..

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AECOM: 2015-04-13

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Quality information

Prepared by



Tyler Ross
R.P.Bio.
Senior Biologist

Checked by

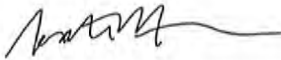


Bruce Ford, MRM, R.P.Bio.
Technical Lead

Approved by



Nic Smith
Senior Project Manager



Kathleen Moore, M.Sc., R.P.Bio.
Aquatic Biologist



Bonnie Marks, PEng, PMP, CSAP
Environmental Engineer

Sean Moggridge
Environmental Scientist

Revision History

Revision	Revision date	Details	Authorized	Name	Position
DRAFT	28 February 2024	Draft to MKJV			
DRAFT	02 May 2024	Draft to CVRD			
FINAL	29 May 2024	Final			

Distribution List

# Hard Copies	PDF Required	Association / Company Name
0	1	AECOM
0	1	Maple Knappett Joint Venture
0	1	Comox Valley Regional District

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Maple Knappett Joint Venture

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Acronym List

Term	Acronym
Area of Potential Environmental Concern	APEC
British Columbia	BC
Best Management Practice	BMP
Comox Valley Regional District	CVRD
Comox Valley Water Pollution Control Centre	CVWPCC
Construction Environmental Management Plan	CEMP
Construction Environmental Management Requirements	CEMR
Contaminated Sites Regulation	CSR
Fisheries and Oceans Canada	DFO
Emergency Management BC	EMBC
Environmental Incident Report	EIR
Environmental Management Act	EMA
Environmental Management Plan	EMP
Environmental Monitor	EM
Environmental Orientation Record	EOR
Environmental Protection Plan	EPP
Environmental Site Assessment	ESA
Erosion and Sediment Control	ESC
Harmful Alteration, Disruption or Destruction of Fish Habitat	HADD
Large Woody Debris	LWD
Maple Knappett Joint Venture	MKJV
Nephelometric Turbidity Units	NTU
Owner's Engineer	OE
Owner's Environmental Consultant	OEC
Qualified Environmental Professional	QEP
Species at Risk Act	SARA
Total Suspended Sediment	TSS
Valued Ecosystem Component	VEC

1. Introduction

AECOM Canada Ltd. (AECOM) has been retained by Maple Knappett Joint Venture (MKJV) to design the upgrade to the Courtenay-Lazo sewer conveyance system (Comox Valley Sanitary Sewer Conveyance Project (the Project)) and provide environmental management services during construction. MKJV has been contracted by the Owner, Comox Valley Regional District (CVRD), to finalize the design and construct the Project. This Construction Environmental Management Plan (CEMP) has been prepared based on the general requirements provided within the Construction Environmental Management Requirements (CEMR), the Environmental Management Plan (EMP) documents prepared for Comox Valley Regional District (CVRD) and HDR Inc. by Current Environmental Ltd (Current), and subsequent discussions between AECOM, MKJV and CVRD. The primary objectives of this CEMP are to provide best management practices (BMPs), regulatory requirements, and project-specific mitigation measures to protect the environment during Project construction activities.

1.1 Project Description

The Project is a multi-year construction project that will replace existing sanitary forcemains and upgrade three pump stations that move more than 14,000 m³ of raw sewage each day from the Courtenay Pump Station to the Comox Valley Water Pollution Control Center (CVWPCC) on Brent Road in Comox, BC. The new system will include routing of sewer pipes further inland to reduce exposure to damage by waves, rocks, and logs.

MKJV's design for the Project provides CVRD with a safe and modern operating system designed to operate for anticipated flow volumes until 2060. Pipe capacity will be sufficient until year 2100 flows with future upgrades required to increase pump capacity, and routine repair and replacement of mechanical, electrical and instrumentation equipment. Alignment drawings issued for the purposes of permitting (BC Ministry of Transportation and Infrastructure, *Fisheries Act*, and *BC Water Sustainability Act*) are shown in Appendix C.

The Project involves the design and construction of the following key components:

- Replacement of the Courtenay Pump Station, including a redundant set of dual (i.e., total of 4) VFD-controlled submersible pumps sized to handle both dry weather and peak wet weather flows;
- Retrofits at the K'ómoks and Comox pump stations;
- Replacement of approximately 2.4 km of sanitary forcemain using open trench methods connecting the Courtenay Pump Station;
- Replacement of approximately 3.1 km of sewer main using open trench methods along Lazo Road to the CVWPCC; and
- Odour control kiosk at the intersection of Lazo Road and Forester Avenue strategically located along the sanitary forcemain to treat air exhausted during routine and maintenance operations.

1.2 Objectives

The objectives of this CEMP, includes:

- Summarizing the regulatory requirements that apply to the Project for compliance with regulatory and Project objectives;
- Providing site-specific mitigation measures for existing Valued Ecosystem Components (VECs) within or near the Project Site. VECs are identified on the alignment sheets in Appendix C;
- Providing general mitigation measures and response plans related to the various Project components to avoid or minimize risk to identified VECs; and
- Providing the requirements for an environmental monitoring program and the environmental communications plan to be followed during construction.

This CEMP is considered a "living document," whereby revisions and updates may be made as necessary as the project proceeds.

2. Project Personnel and Responsibilities

2.1 Key Project Personnel & Contact Information

Contacts for project personnel are presented in Table 1. Contacts are subject to change over the duration of the Project and will be updated as necessary.

Table 1. Key Project Personnel

Organization/Project Role	Contact Name	Phone	Email
Comox Valley Regional District / The Owner	Cole Makinson	250-334-6003	cmakinson@comoxvalleyrd.ca
Comox Valley Regional District / The Owner	Charlie Gore	250-334-6092	cgore@comoxvalleyrd.ca
Maple Knappett Joint Venture Project Manager	Jenn Racine	250-300-8591	jracine@maple.ca
Maple Knappett Joint Venture Pump Stations (Vertical) Site Superintendent	Peter Loch	250-212-0243	peterl@maple.ca
Maple Knappett Joint Venture Forcemain (Horizontal) Site Superintendent	Peter Loetscher	250-616-5984	peterl@knappettindustries.com
AECOM Project Manager	Nic Smith	604-444-6623	nicholas.smith@aecom.com
AECOM Engineer	Peter Ellingsen	403-837-9441	peter.ellingsen@aecom.com
AECOM Environmental Manager	Tyler Ross	236-335-9894	tyler.ross@aecom.com
AECOM Environmental Monitors (EM) / Biologists	Brad Stuckless	604-347-6802	brad.stuckless@aecom.com
	Kathleen Moore	604-355-9959	kathleen.moore@aecom.com
	Kyle Davis	705-690-0360	kyle.davis@aecom.com
AECOM Environmental Scientist	Sean Moggridge	604-444-6524	s.moggridge@aecom.com
Current Environmental	Dusty Silvester	250-792-1793	dusty@currentenv.ca

2.2 Maple-Knappett Joint Venture (MKJV) / AECOM

Maple-Knappett Joint Venture (MKJV) / AECOM (the Design-Builder) will comply with and provide for all the environmental requirements described herein with contingencies for additional environmental management resources to address unforeseen issues that may arise during Project implementation. Specifically excluded from AECOM's environmental scope of work is the sampling, testing and characterization of soils excavated as part of the Project beyond 'chance finds,' and any direction on soil disposal of excavated materials. MKJV (excluding AECOM) are responsible for soil management, and for all excavated soil, they will follow, and be responsible for all activities, per BC CSR. MKJV (excluding AECOM) are responsible for soil management and their understanding is that no sampling and classification is required if material is not removed from the CVWPCC and Courtenay Pump Station to disposal facilities, and soil disposal from linear infrastructure projects does not require classification, provided it is not a requirement of the receiving facility.

AECOM will provide an Environmental Manager that is a suitably qualified environmental professional (QEP) registered and in good standing in British Columbia with appropriate BC registration as a professional biologist, agrologist or engineer. The QEP will be acting under that appropriate organization's code of ethics and subject to disciplinary action by that organization.

MKJV and AECOM will:

- Maintain compliance with the Agreement and/or related work instructions.
- Maintain compliance with all applicable regulatory requirements, including federal and provincial laws and any local bylaws or related requirements.
- Acquire all relevant environmental permits based on for-construction designs before the start of any work in areas requiring permits, as indicated in the *Permitting Plan* (AECOM, 2024a).
- Provide additional detailed site- and activity-specific environmental protection plans ("Environmental Protection Plans" or "EPP") during construction for any work in and around identified or unidentified Valued Ecosystem Component (VECs) that may not be sufficiently detailed in the CEMP. The requirement for additional mitigation planning will be determined on a case-by-case basis by the Owner's Engineer (OE)/ Owner's Environmental Consultant (OEC) team in consultation with the Owner and regulators.
- Provide an environmental monitor (the "Environmental Monitor" or EM) during construction who will conduct regular site visits (details are provided in Section 3.3.1 below).
- Review and submit environmental monitoring reports and other environmental reports (e.g., spill reports) prepared by the EM to the Owner and the OE/OEC team (see Section 3 for more details).
- Review and sign off on the environmental orientation record (the "Environmental Orientation Record" or "EOR") form (Appendix A) and submission to the OE/OEC team.
- Submit, as necessary, the environmental incident report form (the "Environmental Incident Report" or "EIR") form (Appendix B) to the OE/OEC team for circulation to Owner and Regulators, as required.
- Submit other information as outlined in this document.
- Retain copies of all related permits, management plans (including this CEMP, CEMR, and any site-specific EPPs) and have them available on site.
- Along with the Environmental Manager and EM, additional Qualified Environmental Professionals as required to address issues requiring specific expertise.

2.3 Environmental Monitor Responsibilities

An environmental monitor (EM), who is a QEP or directly supervised by a QEP, will inspect the project work, document compliance with this CEMP, the CEMR, and legislation, and determine if environmental protection objectives of applicable approvals/permits are adhered to. Specific duties of the EM will include but are not limited to:

- Monitoring construction activities to ensure compliance with the CEMP, CEMR, EPPs, tender documents, and federal, provincial, and municipal permits, regulations, and directives;
- Conducting a minimum of one environmental monitoring inspection per week when works are occurring within 30 m of a VEC, as defined by the CEMR;
- Confirming that adequate environmental mitigation supplies (i.e., spill kits, filter fabric, etc.) are available on site;
- Confirming that the crew members on site have had been provided with appropriate information about the requirements of the CEMP and that emergency response procedures are understood through the EOR process;
- Preparation of environmental monitoring reports after each site visit to document the ongoing work progress, mitigation efforts, and to report any incidents;
- Responding to any event or incident that has caused or may create an environmental impact;
- Communicating frequently with the Construction Supervisor, and the OEC, to facilitate ongoing implementation of mitigation requirements, to discuss any environmental management issues, and to address upcoming issues that could cause project delays;
- If necessary, liaise with other relevant parties regarding environmental aspects of the Project;
- Contact appropriate regulatory agency in the event of any non-conformance with applicable legislation and permits; and

- The EM will have the authority to halt construction in the event of observed or imminent environmental damage. The EM can provide advice to the on-site foreman or supervisor on the appropriate measures to mitigate or stop environmental damage. Regular construction activities will not resume until the Environmental Manager, EM, and Owner/OEC are satisfied that no further negative environmental impacts will occur.

2.3.1 Site Presence

MKJV's EM is required to be on site for the following:

- A pre-construction meeting between the MKJV, the Owner, the OE/OEC, and other relevant stakeholders prior to the commencement of Construction. This meeting is intended to familiarise key construction personnel with the environmental scope of the work, general environmental concerns, required mitigation and contingency measures, emergency response plans, and any permits and regulations applicable to the construction phase;
- The MKJV's Environmental Manager or EM, or other suitably qualified crew member (person trained by the EM or QEP), will be responsible for administering an EOR (Appendix A) and acquiring signatures confirming completion of an orientation for all MKJV and sub-contractor crew members working on the Project. The EOR will convey critical responsibilities to site personnel, as described in this CEMP and the CEMR, and the physical extents of site sensitivities. All crew members will be made aware of their responsibilities for maintaining adherence to relevant permits and regulations;
 - The EOR will be administered alongside requisite safety orientations for all crew members accessing the Project area. A copy of the sign-off sheet for all trained site personnel will be provided to the Owner's Engineer team for their records.
- During site preparation, construction, and restoration activities within 30 m of a stream¹ (refer to Appendix C overlay drawings) to confirm that all general construction work adheres to the guidelines and mitigation measures outlined in this CEMP, the CEMR, and all applicable permits and environmental regulations;
- During and/or immediately (during regular construction hours) following significant precipitation events (>25 mm in 24 hrs) to assess the impacts of precipitation on construction that could affect VECs, implement any new mitigation measures to maintain site compliance with permits, conditions of this CEMP, and the CEMR, and assess the effectiveness and make necessary adjustments/upgrades to existing mitigation measures; and
- To respond to any event or incident that has caused or may create an environmental impact. All spills, of any volume, of fuels or other hazardous materials to the environment will be reported in an EIR (Appendix B). The EIR will be submitted to the OE/OEC within 24 hrs of the spill occurring. The EIR will also be appended to the next monitoring report for circulation to the Owner and their Engineering team.

3. Environmental Monitoring Reports

During periods where MKJV is working greater than 30 m from defined aquatic VECs (Appendix C), the EM will attend and inspect active construction areas, including those sites where mitigation measures have been established to stabilize inactive work areas, every two weeks, and they will provide an environmental monitoring report every two weeks. These reports will be approved by the Environmental Manager and MKJV will submit the reports to the Owner.

During periods where MKJV is working less than 30 m from aquatic VECs identified in Appendix C, the EM will attend and inspect active construction areas a minimum of once per week and provide environmental monitoring reports every two weeks.

As per the definition of "Development" from the CVRD *Official Community Plan No. 337 – Schedule A*, "working" within 30 m of a VEC includes any activity that results in the removal, alteration, disruption, or destruction of vegetation, disturbance of soils, construction of buildings or structures, creation of impervious or semi-impervious

¹ Definition of a stream from BC Water Sustainability Act: (a) a natural watercourse, including a natural glacier course, or a natural body of water, whether or not the stream channel of the stream has been modified, or; (b) a natural source of water supply, including, without limitation, a lake, pond, river, creek, spring, ravine, gulch, wetland or glacier, whether or not usually containing water, including ice, but does not include an aquifer.

surfaces, construction of roads, provision and maintenance of sewer and water services, construction of drainage systems, and construction of utility corridors.

The monitoring reports will include information on the progress of work near VECs and completion of any major milestones, any environmental incidents or near misses, precipitation affecting the site during the monitoring period, presentation of all water quality measurement data (raw and processed data), description of all wildlife salvage and/or re-location information, and incidental wildlife encounters resulting in harm or death to an animal or their habitat specified for protection under BC or federal acts and regulations (e.g., bird nests, etc.). The environmental monitoring reports will be submitted to CVRD every two weeks by MKJV and will also include the following:

- Project details and reporting period;
- Construction activities (completed during monitoring period and planned for next monitoring cycle);
- Weather conditions (including precipitation amounts);
- EM site presence schedule;
- Environmental incidents or non-compliance issues. Append EIR for period if relevant (example EIR available in Appendix B);
- Mitigation measures employed (measures in place and those anticipated in the next monitoring cycle);
- Description of all wildlife salvaged and relocation information (species, numbers, salvage location and relocation site coordinates);
- Summary of instream work activities and mitigation measures implemented;
- Summary of soil removal, management, and testing activities, as provided by MKJV;
- Summary of water discharge, removal, testing, and/or treatment activities, as provided by MKJV;
- Recommended actions for MKJV to complete (tracking table of past and present recommendations and when/how they were fulfilled);
- Data tables (e.g., turbidity) showing all water quality measurements, including time/date/mapped location;
- Appended copy of EOR sign-off sheet for all indoctrinated crew members during monitoring period; and
- Photographs (time/date stamped), tables, and figures.

4. Required Environmental Permits

Permitting requirements for the Project are included in Table 2 below. All listed permits must be received prior to conducting applicable works and all conditions provided within the permits shall be adhered to. Further permitting details are provided in the *Permitting Plan* (AECOM, 2024a).

Table 2. Summary of Required Provincial and Municipal Environmental Permits

Regulatory Agency	Permit	Activities Requiring Permit	Status	Expiry Date
City of Courtenay	Tree Cutting Permit	Tree cutting	Application Needed by Dec. 2024	TBD
Town of Comox	Tree Cutting Permit	Tree cutting	Application Needed by Dec. 2024	TBD
Town of Comox	Erosion and Sediment Control Permit	Ground disturbance works	Application Needed by Sept. 2024	TBD
K'omoks First Nation	Cultural Heritage Inspection Permit	Ground disturbance works	Permit Received by CVRD	TBD
Province of BC	Site Alteration and Heritage Inspection Permit	Ground disturbance works	Permit Received by CVRD	TBD

Regulatory Agency	Permit	Activities Requiring Permit	Status	Expiry Date
Province of BC Agricultural Land Commission	Transportation, Utility and Recreation Trail Use Permit	Works within Agricultural Land Reserve	Received by CVRD	N/A
Province of BC	Water Sustainability Act Section 11 Notification – Changes in and About a Stream	Changes in and about a stream (temporary removal of sections from three culverts crossing Lazo Marsh, stream isolation)	Response Received. Works may proceed.	August 15, 2024
Province of BC	Fish Collection Permit	Fish salvaging	Application to be Submitted June 2024	TBD
Province of BC	General Wildlife Permit	Amphibian salvaging	Application to be Submitted	TBD
Fisheries and Oceans Canada	Scientific Fish Collection Permit	Fish salvaging	Application to be Submitted June 2024	TBD
Fisheries and Oceans Canada	Request for Review	Instream works (temporary removal of culvert sections from three culverts crossing Lazo Marsh, installing pipe underneath Glen Urquhart Creek culvert crossings) stream isolation)	Letter of Advice Received	March 20, 2025

5. Valued Ecosystem Components

MKJV will avoid or minimize risk to Valued Ecosystem Components ("VECs") that are identified in Appendix C (to be updated as necessary to reflect any new findings). MKJV acknowledges that the Project has been founded on the principles of avoiding or minimizing risk to impacts on identified VECs. VECs have been identified, evaluated, and selected based on ground-level assessments during the creation of the Lazo Marsh Environmental Impact Assessment (CEL, Aug. 2022a), the Project EMP (CEL, 2022b), the Supplementary Biophysical Assessments for the Comox Valley Sanitary Sewer Conveyance Project (AECOM, 2024), and stakeholder input. The identified VECs include and can also be found within the attached Environmental Alignment Sheets (Appendix C):

- **Existing Courtenay Pump Station Vegetated Areas:** One Garry oak (*Quercus garryana*), a tree protected under the City of Courtenay *Tree Protection and Management Bylaw No. 2850*, is located 9 m from the pump station building. Potential green heron (*Butorides virescens*), a Provincially blue-listed species, nesting habitat is present within surrounding vegetation.
- **Comox Road South Toe of Slope Edge:** Henderson's checker-mallow (*Sidalcea hendersonii*), a provincially blue-listed plant species, is present along the Comox Road south toe of slope edge near the Courtenay Pump Station and further east, and likely present along Comox Road at K'omoks First Nation land (see EMP (Current) for figure showing locations).
- **Glen Urquhart Creek and Courtenay River Estuary:** Located immediately adjacent to the forcemain alignment, Glen Urquhart Creek and the Courtenay River Estuary contain a variety of habitat and wildlife and aquatic species.
- **2754 Farview Road:** There is potential for barn owl (*Tyto alba*), a *Species at Risk Act* (SARA) Schedule 1 Threatened and Provincially red-listed species, and barn swallow (*Hirundo rustica*), a SARA Schedule 1 Threatened species, nesting in/on the buildings at 2754 Farmview Road.
- **Roadside Ditch 100 m East of K'omoks Pump Station:** The ditch has connection to the Courtenay River Estuary, a VEC, and is immediately adjacent to the sanitary forcemain alignment. The ditch may contain valuable habitat for a variety of wildlife and is a VEC.

- **Jane Place/Comox Pump Station Adjacent Vegetated Area:** The seashore saltgrass – Pacific swampfire (*Distichlis spicata* – *Sarcocornia pacifica*) Provincially red-listed ecosystem at risk is present next to the Jane Place/Comox Pump Station.
- **Lazo Marsh along Lazo Road:** Lazo marsh potentially contains red-legged frog (*Rana aurora*), a Provincially blue-listed and SARA-listed Schedule 1 Special Concern species, and a variety of other aquatic and wildlife species and valuable habitat.
- **Area North of Comox Valley Water Pollution Control Centre:** The trembling aspen/ Pacific crab apple/ slough sedge (*Populus tremuloides*/ *Malus fusca*/ *Carex obnupta*) Provincially red-listed ecosystem at risk and Sitka spruce/ slough sedge (*Picea sitchensis*/ *Garex obnupta*), Provincially blue-listed ecosystem at risk, are present within the southeastern and southern portions, respectively, of a wetland, that the sanitary forcemain alignment will be adjacent to. The wetland, its riparian zone, and ecosystems at risk are considered VECs.

Mitigation measures to manage potential risks to the above VECs are provided throughout the CEMP, predominantly within the Species at Risk and Ecosystems at Risk section.

6. Environmental Mitigation Measures

The following subsections of mitigation measures shall be implemented by MKJV.

6.1 General & Key Environmental Concerns

Prior to the start of construction works, all workers, including the construction contractor and environmental monitors will attend a pre-work meeting to obtain worker sign-off on the Environmental Orientation Record (EOR, Appendix A). Measures to be discussed include:

- Review of the CEMP and other applicable guidelines by all contractors and site managers prior to each project phase or new activity;
- Location of the environmentally sensitive areas (i.e., nesting bird areas, Glen Urquhart Creek, Lazo Marsh, wetlands) and species at risk that may be in or near the construction areas;
- Chance finds procedure for potentially contaminated soils (see applicable subsection below 7.10.2);
- Handling and transportation of hazardous materials and fuels (see applicable subsection below);
- Spill containment, recovery, and clean-up procedures (see applicable subsection below);
- The use of spill response equipment, including the location, type, and correct deployment of spill response equipment relating to the nature and location of work and potential on-site spills;
- The appropriate installation and maintenance of Erosion and Sediment Control (ESC) measures (see applicable subsection below);
- Review of the locations of known invasive species in the work sites, measures to control their spread, and appropriate disposal procedures (see applicable subsection below);
- Installation of tree protection fencing where there is potentially work activities, including laydown locations, that will come within 3.5 m of the stem of a tree;
- Review of the archaeological chance find procedure (see applicable subsection below); and
- Work in areas requiring permitting shall not proceed until the applicable permit has been received (see EOR, Appendix A).

Additional general practices that will be adhered to throughout the duration of the Project, include:

- Prior to any site preparation or construction activities, footprint boundaries, sensitive areas, invasive species and known sensitive habitat features (e.g., nests) will be demarcated on site plans and in the field with 'No Work Area' or similar flags to reduce the possibility of causing unnecessary disturbance to surrounding ecosystems.

Boundaries will be reviewed throughout the construction phase to confirm they are marked and as accurate as possible.

- Make changes to existing measures and BMPs should they fail or if additional measures are required. Notify the EM to confirm changes are adequate and measures are installed effectively and document in EM reports.

6.2 Clearing, Grubbing, Tree Protection and Hazard Tree Abatement

Clearing and grubbing by MKJV of existing vegetation and surface soils will be required to facilitate construction along those parts of the Project sites which have not been previously cleared. Mitigation measures to be implemented, include:

- Clearing within VECs for construction is limited to the sanitary forcemain alignment that will go between two wetlands to the north of the CVWPCC. Clearing within 30 m of the wetlands shall be limited to the extent necessary to enable installation of the sanitary forcemain. Any clearing for laydown or staging shall occur at least 30 m away from the wetlands;
- Prior to any vegetation disturbance or clearing, the QEP or EM will physically delineate VECs, other sensitive areas, and clearing limits, with flagging tape/stakes. Once vegetation is removed and soils exposed, erosion and sediment control measures will be implemented to protect aquatic areas from sedimentation (see ESC subsection below);
- Prior to any vegetation disturbance, an area will be surveyed by a QEP or qualified EM supervised by a QEP, prior to the start of work, to identify breeding, nesting, roosting, or rearing areas for birds and other wildlife, to determine if any mitigation measures are required. If potential bird nesting habitat is to be disturbed between March 1 and August 30, and if active nests are found areas will be flagged and no work will be permitted in the flagged area until the nest is not longer active;
- Refer to Section 6.4 below for invasive plant species management requirements to be implemented prior to vegetation disturbance;
- To help limit impacts to potentially present wildlife, carefully remove large woody debris (LWD) (e.g., logs) from the alignment and if possible move the debris to adjacent forested areas where it can continue to provide habitat or retain and use LWD to enhance habitats along rehabilitated corridors (the EM will provide guidance);
- Project areas that intersect riparian vegetation (30 m measured from high-water mark of a stream or wetland) must be inventoried by the QEP for vegetation community composition and stand age prior to clearing;
- No expansion beyond the Project working limits onto neighbouring properties will be allowed. This includes truck turning radiuses, material stockpiles, and spoilage of soils or vegetation;
- Minimize the disturbance of existing vegetation, plant communities, and soil on the construction site and limit to required areas only; and
- MKJV will stockpile clean excavated topsoil for reuse in site restoration.

Tree protection and hazard tree abatement requirements that shall be implemented, include:

- Hazard trees within and adjacent to the work area must be assessed by a qualified professional and appropriate measures taken to meet WorkSafe BC standards. Tree protection zones shall be adhered to, as shown on the construction drawings (Appendix C);
- Avoid all activities (e.g., excavation, laydown, equipment presence) within the drip line of trees to help prevent impacts to root structures; however, when work is required within this area, implement the below mitigation measures provided by an arborist. Felled trees on Crown or CVRD land, outside of working limits, will remain *in-situ*, unless otherwise directed. The Owner's arborist identified specific tree protection (fencing) and hazard tree management requirements in the *Tree Health and Protection Arborist Report* (Mumby, V., Aug. 2022), which shall be reviewed and implemented; they generally include:
 - Installation of tree protection fencing, to protect tree stems and roots, is required in several locations where the sanitary forcemain alignment is near trees;
 - An arborist is required to be on site during certain situations to assess tree roots during excavation;

- Pruning is required for some trees; and
 - Root management may be required, such as adding organic matter and implementing mitigation measures to prevent exposed roots from drying out.
- Clearing of hazard trees outside of the required project clearing limits will be completed using hand tools (e.g., chainsaw) where use of mobile machinery will cause environmental damage (e.g., soil rutting, vegetation disturbance). Tree removal will prioritize minimizing ecological impacts; and
- The revised sanitary forcemain alignment along Lazo Road, Brent Road, and within the vegetated area north of the CVWPCC will have an arborist report completed by MKJV and all tree protection and hazard tree recommendations provided, if any, shall be implemented. The report shall be submitted to the Owner and OE/OEC prior to implementation of recommendations.

6.3 Site Delineation and Protection of Valued Ecosystem Components

Unnecessary expansion of the project footprint must be minimized, and the following mitigation measures related to this issue which will reduce risk to VECs:

- Design drawings will show all clearing boundaries, including requirements for truck access, laydown and staging areas, additional materials storage (stockpiles and sidecast), pads and machinery control cabins, slurry separation plant, bentonite mixing and concrete batching, site offices and parking, and any additional areas requiring clearing;
- Prior to construction, the EM and Construction Supervisor are to clearly mark the boundaries of project activities, including the limits of all known or newly identified VECs;
- Access and egress routes to the site must be minimized in number and area as much as possible to reduce impact to VECs;
- No machinery access or spoil material storage of any kind is to occur outside the delineated project areas without consent of a representative of the Owner's Engineering team;
- Vegetation identified for protection, (e.g., outside designated work areas) will be left intact and root systems undisturbed unless specifically approved by the Owner's Engineering team and OEC;
- Clearing near VECs must be completed in an incremental manner, not left exposed for longer than necessary, or will be temporarily contained with erosion and sediment countermeasures, such as surface roughening and application of clean mulch; and
- Where there are trees close to but outside of clearing limits, with the approval of an arborist, limbs will be pruned or tied back in place of removing the entire tree to improve sightlines/machine swing areas.

6.4 Invasive Species Management

6.4.1 Invasive Plant Management Plan

The following measures will be taken to prevent the spread of invasive plants:

- Himalayan blackberry (*Rubus armeniacus*) and Scotch broom (*Cytisus scoparius*) have been identified in the Project area and are located within the construction footprint (see the EMP (CEL 2022b) for details). Scotch broom is listed in the Comox Valley Regional District *Invasive Plant Species Strategy* with a "control" management strategy. Scotch broom is particularly present at Parcels 19 and 20 near Scott Road. Other invasive species are present (e.g., within agricultural field alignment sections, roadside edges) that could be within the construction footprint, such as common tansy and red dead-nettle within Parcel 18 (see the EMP (CEL 2022b) for details and images showing invasive plant locations). The EM shall confirm presence, identify any new invasive plant presence, and flag all areas with invasive species that are proposed for disturbance, prior to clearing.
- Invasive species that may be disturbed must be removed prior to clearing work, under the supervision of the EM. All vegetative matter will be contained (i.e. placed in plastic bags or bins) to prevent the spread of invasive plants during transport for disposal at an appropriate waste facility, see below.

- Species-specific removal requirements shall follow those within the Invasive Species Council of BC's *Factsheets* (Appendix D). Where *Factsheets* are not available for a particular species, removal requirements shall be prescribed by a QEP, which may be based on alternative guidelines or general BMPs for invasive plant management.
- Clean all equipment used to remove invasive species (including hand tools) before equipment is moved to new area or taken offsite, to avoid further spread.
- Clean all equipment and vehicles of soil and plant material prior to accessing the site.
- All soil entering the project site shall be certified free from invasive species.
- Transport invasive species to an appropriate waste facility (e.g., Comox Strathcona Waste Management Centre²) for disposal.
- Revegetate disturbed areas with suitable grass seed mix and/or native vegetation upon completion of works.
- Be alert for new invasive plants growing along rights-of-way and remove them promptly before they become established and spread.
- Vehicle and machinery movement will be limited to work areas to reduce seed dispersal and minimize damage to plant communities, both within and beyond the Project site.
- Materials used for ESC should not contain invasive species (i.e., straw bales).
- Noxious weeds listed under the BC *Weed Control Act* are often highly invasive and must be managed with extreme care to minimize spread of the plant to other areas. No noxious weeds have been identified within the Project footprint to date; however, if any are identified, a species-specific management plan shall be prepared and will include:
 - Treatment or removal requirements for noxious weeds based on the management measures within *Factsheets*. Management measures shall be implemented under the supervision of a QEP. If *Factsheets* are not available for a particular species, removal requirements shall be prescribed by the QEP, which may be based on alternative organizational guidelines or general BMPs for invasive plant management.
 - The requirement for any noxious weed material to be well contained and transported to an appropriate disposal facility (e.g., Comox Strathcona Waste Management Centre) to prevent introduction to other areas.
 - Disposal, safety considerations, replanting, ESC, and follow-up monitoring requirements.

6.4.2 Wildlife

The BC Ministry of Forests requires that captured invasive animals are to be euthanized, as per requirements provided within General Wildlife Permits issued under the Wildlife Act for salvaging purposes. Accurate identification of invasive wildlife species will occur before deliberately destroying any animals. If an invasive species is encountered, details of the encounter and methods of removal and disposal must be included in the relevant monitoring report. The Fisheries and Oceans Canada (DFO) procedure³ for invasive species encounters includes:

- Do not return the species to water.
- Note the exact location (GPS coordinates) and the observation date.
- Take photos.
- Take note of identifying features.

If an aquatic invasive species is captured, it will be reported through the Provincial *Report Invasives* mobile app⁴. Aquatic invasive species, including American bullfrog, are known to reside in the region; however, they have not yet been encountered in streams/wetlands intersecting the Project footprint. An *Animal Care Application Form* for

² <https://www.cswm.ca/hazardous-waste/invasive-plants>

³ <http://www.dfo-mpo.gc.ca/species-especes/ais-eae/identify-eng.html>

⁴ <https://www2.gov.bc.ca/gov/content/environment/plants-animals-ecosystems/invasive-species/reporting-invasive-species>

amphibian salvage will also require that any encounters with invasive bullfrogs or green frogs, include detailed protocols for euthanasia.

6.5 Wildlife Management

At a minimum, where wildlife is encountered, the following mitigation measures will be applied to reduce risk of impact:

6.5.1 Incidental Encounters

If there is a wildlife encounter during construction on the Project site, it must be immediately reported to the EM. This includes encounters with nests (active or potentially inactive), dens, and other wildlife habitation sites. If predators, or other large mammals, such as cougars, bears, wolves, elk, etc., should approach the work area, efforts should be made to scare them away (often using loud noise effects). If the animal returns persistently, the Provincial Conservation Officer service must be contacted to determine the appropriate course of action for managing the encounter (1-877-952-7277 (BC Report All Poachers and Polluters 24 hr Hotline)).

6.5.2 Salvage

There are a few locations where fish and wildlife may have to be salvaged:

- Where the pipeline crosses underneath the three culverts connecting the north and south ends of Lazo Marsh along Lazo Road, (Appendix C, Sheet Number FM-SKE-H-015);
- The Courtenay Pump Station storm sewer outfall works into Courtenay River Estuary (Appendix C, Sheet Number FM-SKE-H-002); and
- The crossing of Glen Urquhart Creek (required in the event of damage to a culvert) (Appendix C, Sheet Number FM-SKE-H-002).

Temporary removal of sections of the culverts are planned to enable installation of the sanitary forcemain underneath the culvert bed. This may require in-water work and a fish salvage, including:

- Installation of site isolation measures (instream fencing) and salvaging of fish and wildlife from within work areas where work is required instream. Salvaged species will be relocated to suitable habitat at a safe distance from work areas, ideally upstream of the work site, and not in areas that may cause stranding if water levels drop;
- Provincial and federal fish collection permits are required for any fish salvage operations; and
- A General Wildlife Permit under the BC *Wildlife Act* and BC *Animal Care Application Form* for amphibian salvage will be obtained before any amphibians or other wildlife are handled. Amphibian salvage should be done by the QEP or EM if suitably qualified, and any crew that has received specialized training. In the case of seriously injured amphibians, and according to measures detailed in the *Animal Care Application Form* and permit conditions, euthanasia may be required following the *Euthanasia of Animals Used in Science* guidelines (Canadian Council on Animal Care, 2010) and the *Guidelines for the Euthanasia of Animals* (American Veterinary Medical Association, 2013).
- Fish salvaging will include the following BMPs:
 - Fish salvage operations must be conducted by progressing from the least harmful method (passive trapping, netting/seining) to most intrusive (electroshocking);
 - The least impactful salvage method shall be utilized first, if appropriate for the conditions, which is fish trapping. Fish trapping shall occur the day before and overnight, prior to dewatering and instream works. Following trapping, netting/seining shall occur, if appropriate for the conditions. Once netting/seining is not capturing fish or is not an effective means of capture, electrofishing shall occur. Water may be drawn down following initial salvaging efforts to aid in salvage of fish;
 - Dewatering pumps shall be fitted with fish screens, as per DFO's *Interim Code of Practice: End-of-Pipe Fish Protection Screens for Small Water Intakes in Freshwater*;
 - Salvaged fish will be transported from nets into buckets of cool freshwater, and if necessary, the water will be oxygenated using a portable aerator; and

- Effort shall be made to minimize the handling of fish to help reduce harm (e.g., relocating fish immediately after being salvaged, minimal handling with nets, and quick identification and numeration of salvaged fish).
- Record descriptions of all fish and wildlife salvaged, euthanized, and/or re-location information in environmental monitoring reports and as required to meet permit requirements.

6.5.3 Birds

The following measures will be implemented to minimize impacts to breeding birds during Construction:

- Clearing vegetation, including tall grass, and other works that disturb nesting will be avoided to the extent practicable during the increased risk migratory and passerine nesting window of March 1 – August 31, as indicated in *Develop with Care 2014: Environmental Guidelines for Urban and Rural Land Development in British Columbia* (BC MOE 2014);
- Any clearing or work in vegetated areas that must be completed within the nesting window must be preceded by a pre-clearing nest survey conducted by a QEP or EM, if suitably qualified and supervised by a QEP. The surveys shall follow Environment and Climate Change Canada's (ECCC) *Guidelines to Avoid Harm to Migratory Birds* (2023);
- If a nest is found with a bird/egg, a vegetated buffer will be maintained around the nest tree at a species-specific minimum width determined by a QEP in accordance with *Develop with Care 2014: Environmental Guidelines for Urban and Rural Land Development in British Columbia* and ECCC's *Guidelines to Avoid Harm to Migratory Birds* (2023);
- Species-specific mitigation measures will be developed to regulate construction activities near an active nest;
- The QEP/EM must be consulted to determine if a nest survey for raptors is required prior to clearing. Depending on the species raptor nesting can be active between January 1 – September 15, as per the *Develop with Care 2014: Environmental Guidelines for Urban and Rural Land Development in British Columbia* (BC MOE 2014);
- A known bald eagle nest (BAEA-106-059) is located approximately 160 m to the southeast of the proposed new location of the Courtenay Pump Station, a distance that construction could potentially cause behavioural disturbance to bald eagles. If construction activities occur at the proposed new location of the Courtenay Pump Station during the bald eagle nesting season (January 1 – September 15), a QEP or a qualified EM under the supervision of a QEP, shall determine whether the nest is active. If active, the nest shall be monitored, at a frequency determined by the QEP, to confirm construction activities are not negatively affecting the nesting bald eagles. If construction activities are negatively affecting nesting bald eagles, the QEP shall provide mitigation measures to MKJV for implementation, followed by additional monitoring by a QEP or qualified EM under the supervision of a QEP, to confirm they are effective;
- There is a recorded bald eagle nest (BAEA-106-353) approximately 15 m south of the sanitary forcemain alignment, off Farmview Road, and a second bald eagle nest (BAEA-106-278) approximately 70 m south of the sanitary forcemain alignment, west of Scott Road. As of 2021, both recorded nests were no longer present⁵. If construction activities occur during the bald eagle nesting season (January 1 – September 15), a QEP or a qualified EM under the supervision of a QEP, shall determine whether the former nest sites are reactivated. If active, the nest sites shall be monitored, at a frequency determined by the QEP, to confirm construction activities are not causing negative behavioural changes of bald eagles. If construction activities are negatively affecting nesting bald eagles, the QEP shall provide mitigation measures to MKJV for implementation, followed by additional monitoring by the QEP or qualified EM under the supervision of a QEP, to confirm they are effective;
- At 435 Scott Road, gravel areas shall be surveyed for killdeer (*Charadrius vociferus*) and other ground nesting species during the breeding bird window (March 1 – August 31) if activities are occurring or are proposed to occur within the area at that time;
- If hazard trees have to be removed, consider topping the tree at a height of 3-7 m above ground to allow the tree to still provide some habitat value;

⁵ Nest status determined by Wildlife Tree Stewardship Atlas (https://cmnmaps.ca/WITS_gomap/)

- Although not identified during any surveys to date, in the event any year-round protected wildlife trees are identified that require removal, they shall be replaced with artificial snags with carved nesting cavities sized to target different species or with a nesting platform. A nest habitat compensation proposal will be submitted to the OE/OEC team and Ministry of Forests for review and approval before any offsetting projects may proceed for accidental/extra tree removals beyond the working limits of the Project;
- Although not identified during any surveys to date, if nests belonging to species listed in S. 34(b) of the provincial *Wildlife Act* (eagle, peregrine falcon, osprey, heron or burrowing owl) or federal *Migratory Bird Convention Act* (2022) (piliated woodpecker) are identified near the Project area and there is any likelihood of being affected by the Project, heightened mitigation measures will be required to avoid harm, or should relocation of the nest be required, additional permitting. These extra measures will be subject to review and approval by the Owner and OEC; and
- To help prevent disturbance of birds and other wildlife in the event of night work, light pollution will be reduced by using lighting focused on the work area and minimizing fugitive light.

6.5.4 Species at Risk and Ecosystems at Risk

The following species-specific mitigation measures are required for implementation, and are generally presented beginning from the west end of the alignment to the east:

- **Garry Oak – Existing Courtenay Pump Station:** One Garry oak (*Quercus garryana*), a tree protected under the City of Courtenay *Tree Protection and Management Bylaw No. 2850*, is located 9 m from the pump station building. The tree requires tree protection zone fencing to be installed prior to construction at 3.5 m around the tree, as indicated in the EMP (Current). See Appendix C, Sheet Number FM-SKE-H-001.
- **Green Heron – Existing Courtenay Pump Station:** Potential green heron (*Butorides virescens*), a Provincially blue-listed species, nesting habitat is present. If vegetation disturbance is required adjacent to the pump station, bird nest surveys shall be completed by a QEP or qualified EM that is supervised by a QEP.
- **Henderson's Checker-mallow – Comox Road:** Henderson's checker-mallow (*Sidalcea hendersonii*), a provincially blue-listed plant species is present along the Comox Road south toe of slope edge near the Courtenay Pump Station and further east, and likely present along Comox Road at K'omoks First Nation land (see EMP (Current) for figure showing locations). Although not anticipated to be disturbed by construction activities, measures shall be implemented to help prevent disturbance (e.g., installation of sediment fence), as recommended by the EM prior to construction in the area. See Appendix C, Sheet Number FM-SKE-H-001 and FM-SKE-H-003.
- **Barn Owl and Barn Swallow – 2754 Farview Road:** There is potential for barn owl (*Tyto alba*), a SARA Schedule 1 Threatened and Provincially red-listed species, and barn swallow (*Hirundo rustica*), a SARA Schedule 1 Threatened species, nesting in/on the buildings at 2754 Farmview Road. Works are not anticipated to physically impact nests; however, activities could cause behavioural disturbance of nesting activities. Prior to adjacent construction if starting within the nesting season, the QEP or qualified EM that is supervised by a QEP, shall conduct nest surveys. If active nests are identified, the QEP shall prepare site-specific mitigation measures. See Appendix C, Sheet Number FM-SKE-H-004.
- **Seashore Saltgrass/ Pacific Swampfire – Jane Place/Comox Pump Station:** The seashore saltgrass – Pacific swampfire (*Distichlis spicata – Sarcocornia pacifica*) Provincially red-listed ecosystem at risk is present next to the Jane Place/Comox Pump Station. No works shall occur outside of the existing developed/disturbed footprint without review and approval by the Environmental Manager. See Appendix C, Sheet Number FM-SKE-H-019.
- **Red-legged Frog – Lazo Marsh at Lazo Road:** Red-legged frog (*Rana aurora*), a Provincially blue-listed and SARA-listed Schedule 1 Special Concern species, has a listed occurrence in Lazo Marsh from 2007 documented by the BC Conservation Data Centre. Works shall remain within the road corridor, appropriate ESC measures shall be implemented, as recommended during construction by the EM, and appropriate salvage measures, as provided in the Wildlife Interactions section, shall be implemented during Lazo Marsh sanitary forcemain culvert intersection works. See Appendix C, Sheet Number FM-SKE-H-015.
- **Treed Wetlands – Northeast of Comox Valley Water Pollution Control Centre:** Two wetlands and their riparian areas are present and contain ecosystems at risk. The trembling aspen/ Pacific crab apple/ slough

sedge (*Populus tremuloides*/ *Malus fusca*/ *Carex obnupta*) provincially red-listed ecosystem at risk and Sitka spruce/ slough sedge (*Picea stichensis*/ *Garex obnupta*) provincially blue-listed ecosystem at risk, are present within the southeastern and southern portions of the eastern wetland, as identified by Current Environmental (2022). The sanitary forcemain alignment is between the two wetlands. The extents of the wetlands have been delineated by AECOM (AECOM, 2024b). See Appendix C, Sheet Number FM-SKE-H-018. The following mitigation measures shall be implemented:

- All work and clearing within the boundaries of the wetlands will be avoided;
- Clearing within the riparian areas of the wetlands shall be limited to the extent necessary to enable installation of the sanitary forcemain;
- Any clearing for laydown or staging shall occur outside of a 30 m riparian buffer and outside of ecosystems at risk boundaries, if feasible;
- Clearing limits shall be flagged and fenced (e.g., snow fencing) in this area prior to clearing; and
- A rare plant survey, including wetland riparian areas shall be completed by a QEP during the growing season prior to clearing. If rare plants are present, a QEP shall develop a management plan for implementation, prior to clearing. The plan will include restoration activities to be implemented following construction.

The following general mitigation measures to avoid and minimize harm to species at risk:

- Do not handle wildlife without a General Wildlife Permit issued under the BC *Wildlife Act*;
- Survey suitable habitat for the presence of species at risk (focal species and their key habitats are detailed in the project EMP (CEL, 2022b)) prior to any disturbance being made in those areas (See Appendix C);
- During administration of the Environmental Orientation Record (EOR; Appendix A), the EM will familiarize work crews with identification of species at risk likely to be encountered and will outline crew protocols for informing the EM of occurrences;
- If any species at risk are detected, increase efforts to locate others in the area and/or move work to another part of the site for the remainder of the day; and
- Minimize disturbance of natural vegetation, particularly near streams and wetlands.

6.6 Aquatic Habitats and Crossings

Works near waterbodies require the following mitigation measures to be implemented:

- All streams, ditches, wetlands, ponds, or any waterbody associated with this project are presumed to be fish bearing, with exception of the wetlands north of the CVWPCC that are isolated from any watercourse, are unlikely fish bearing. Avoid or minimize riparian clearing near aquatic habitats and do not excessively disturb soils and plants;
- Do not cause any negative effects to any water body that would result in that waterbody being non-compliant with the *BC Approved Water Quality Guidelines: Aquatic Life, Wildlife and Agriculture* (2023) and the associated Canadian Council of Ministers of the Environment (CCME) *Canadian Water Quality Guidelines for the Protection of Aquatic Life* (2002);
- Water quality monitoring will include collection of baseline (pre-disturbance) measurements as well as during and after any work near or in aquatic areas, at locations and frequencies determined by the EM (in consultation with the Environmental Manager) At a minimum, turbidity measurements are required and will be collected using calibrated handheld electronic meters. Dissolved oxygen, temperature, and pH will be measured at the discretion of the EM. Water quality measurements will be compared against *BC Approved Water Quality Guidelines: Aquatic Life, Wildlife & Agriculture* (2023) and CCME *Canadian Water Quality Guidelines for the Protection of Aquatic Life* (2002); any exceedances will be reported in an Environmental Incident Report (EIR; Appendix B) and biweekly or weekly EM reports;
- Perform frequent visual checks of streams and wetlands near construction activities. If sediment is observed in a stream or wetland, work will stop and the EM contacted;

- Implement sediment and erosion control measures, as appropriate (see details in the Erosion & Sediment Control section);
- Restore any disturbed streambanks to pre-construction or natural conditions;
- Avoid stockpiling of material on stream banks and in riparian zones;
- Use sediment fence along creek banks;
- Limit equipment access to banks or areas adjacent to waterbodies;
- Limit grubbing on watercourse banks to the area required for the footprint of the works, undertakings and activities;
- Construct access points and approaches perpendicular to the watercourse or waterbody, where possible; and
- Operate all equipment from a dry location above the high-water mark.

For instream works, the following mitigation measures shall be implemented:

- Adhere to all requirements for making changes in and about a stream (Lazo Marsh culvert works), as provided in the Terms and Conditions received from the *Water Sustainability Act* Section 11 Notification;
- Adhere to all requirements for works within and near fish habitat (Lazo Marsh culvert works, works along Comox Road), as provided in an anticipated letter provided by Fisheries and Oceans Canada following submittal of a request for project review (request for review submitted on February 2, 2024);
- Adhere to the *BC Requirements and Best Management Practices for Making Changes In and About a Stream in British Columbia* (Government of BC 2021);
- Disturbed channels are to be restored to pre-construction condition upon completion of project activities; and
- Equipment to use biodegradable oils and lubricants when working instream, and on banks.
- All instream works, including those through Lazo Marsh (temporary removal of culvert sections), the Courtenay Pump Station storm sewer outfall works into Courtenay River Estuary, and the crossing of Glen Urquhart Creek (required in the event of damage to a culvert), shall be isolated from stream flow/ water and conducted in the dry to help prevent impacts to fish, amphibians, and water quality, and will be completed using the following measures:
 - Following fish salvage (see above requirements in the Salvage subsection), instream isolation measures shall be installed, such as steel road plates for marshland areas or 1 tonne or regular sized sandbags wrapped with plastic (poly or tarpaulin) sheeting. Clean Pit run material (free of sediment) may be used to fully seal the isolation, if needed;
 - Gradually dewatering the instream work area and preventing suction hoses from intaking fine sediment (e.g., suspending the hoses or creating a rock-lined sump); and
 - Rewatering the instream work area gradually and allowing potentially generated sediment to settle before fully removing isolation;
- The following DFO Codes of Practice shall be adhered to during instream works, as required:
 - *End-of-Pipe Fish Protection Screens for Small Water Intakes in Freshwater* (interim) and *In-Water Site Isolation* (interim) (DFO 2023a): These Codes of Practice will be adhered to if dewatering is required for the potential instream work area for the culverts connecting the north and south ends of Lazo Marsh and for installation of a storm sewer headwall in the Courtenay River Estuary from the Courtenay Pump Station.
- The following DFO's *Measures to Protect Fish and Fish Habitat* shall be implemented for instream works (DFO 2023b):
 - Minimize affecting fish by conducting instream work during the default reduced risk work window of August 15 to September 15;
 - Maintaining riparian vegetation where possible, such as by avoiding tree and shrub removal, using existing trails and roads, and using measures to prevent soil compaction (e.g., swamp pads);

- Conducting works, undertakings, and activities on land. This can be achieved by conducting all works from land, when possible, and not disturbing stream/river banks;
- Maintaining fish passage;
- Ensuring proper sediment control by avoiding introduction of sediment into the water, implementing an ESC plan, regularly inspecting ESC mitigation measures, keeping ESC measures installed until disturbed ground is stabilized, maintaining water quality, and avoiding instream works during periods of high rainfall; and
- Preventing entry of deleterious substances in water.

6.7 Erosion and Sediment Control (ESC) Plan

Project activities are to be conducted in a manner that avoids potential for erosion and introduction of sediment or sediment-laden waters into any watercourse. The fundamental approach to ESC is to keep clean water clean and contain and manage water that collects or lands within work areas. Areas requiring ESC measures, include but are not limited to:

- Along the banks of waterbodies, including Courtenay River Estuary, Glen Urquhart Creek, Lazo Marsh, and the ditch located approximately 100 m east of K'omoks Pump Station, and any ephemeral streams/seeps where water is present and there is risk of sediment entering a watercourse;
- Laydown areas and areas with stockpiles;
- Along sloped areas where runoff from construction is likely to occur; and
- Areas with increased equipment/vehicle traffic adjacent to watercourses (i.e., bridges and culvert crossings).

MKJV will install and maintain ESC measures where required. It is the responsibility of the EM to monitor and provide recommendations for improvement on ESC measures. The following general BMPs for mitigation and management for ESC will be followed:

- ESC works will be implemented prior to start of land disturbance and will be maintained and repaired in a timely manner throughout the Project;
- Applicable aspects of *Requirements and Best Management Practices for Making Changes In and About a Stream in B.C.* (MoE 2022), *Land Development Guidelines for the Protection of Aquatic Habitat* (DFO 1992), and *Develop with Care 2014: Environmental Guidelines for Urban and Rural Land Development in British Columbia* (MOE 2014) will be applied;
- Erosion and sediment transport will be controlled close to the source and to the extent possible, contained within construction areas. This may require tarping of material stockpiles or steep disturbed slopes;
- Additional mitigation measures will be applied as necessary based on site observations to maintain worksite isolation and prevent the introduction of sediment laden water to any waterbody, adjacent property, or roadway. MKJV will store extra ESC equipment and materials onsite to be deployed as necessary;
- All mitigation measures will be maintained until construction is complete and the affected areas are stabilized. This may require revegetation of some areas; and
- Locate laydown areas on flat, stable surfaces at least 30 m from any waterbody.

6.7.1 Surface Water Control

Stormwater management is key to minimizing erosion and sediment release. Mitigations to control surface water runoff in and around the construction site, include the following and exclude groundwater:

- Diverting clean water away from work areas to limit management of water within the construction area only;
- Where sediment transport interruption is required to diffuse surface runoff and concentrated road and ditch runoff, ESC measures may include berms/swales; detention ponds; silt fence; straw bales (certified weed-free); and natural vegetated ground;

- Sediment fence will be installed around stockpiles, sloped areas, site perimeters, and environmentally sensitive areas, where ground conditions allow. If installation of silt fencing is not feasible due to ground conditions, perimeter isolation of stockpiles or other erodible features can be conducted using piled sandbags and tarps, or other techniques;
- If pumping is required to dewater the work area, the discharge location must be approved by the EM and discharged water must be tested *in-situ* to document compliance with the *BC Approved Water Quality Guidelines: Aquatic Life, Wildlife & Agriculture* (2023). If water requiring discharge to the environment does not meet the required guidelines, it shall be treated on site or removed from site for disposal at an appropriate facility. On-site treatment options suitable for the Project may include sediment settling tanks, passive flocculant treatment (sock/belt), or an active flocculent injection and sand filtering system; and
- ESC measures (e.g., sediment fence) shall be implemented to help prevent material and sediment-laden water from entering Courtenay River Estuary, Glen Urquhart Creek, Lazo Marsh, and a roadside ditch with connection to the Courtenay River Estuary that is approximately 100 m east of K'omoks Pump Station and immediately adjacent to the sanitary forcemain alignment.

In-situ water quality measurements shall be obtained in nearby watercourses by the EM, as appropriate, to document compliance with the *BC Approved Water Quality Guidelines: Aquatic Life, Wildlife & Agriculture* (2023) (see Table 3), *CCME Canadian Water Quality Guidelines for the Protection of Aquatic Life* (2002), and the *Town of Comox Drainage Infrastructure Protection Bylaw (No. 1824)*, which requires discharge water total suspended solids (TSS) to be less than 25 mg/L and turbidity to be less than 20 nephelometric units (NTU). It should be noted that the CCME guidelines for turbidity are less stringent in some respects and are the same for pH; therefore, requirements have not been provided in Table 3. Turbidity sampling will be conducted; however, where more defensible measurements are required (e.g., in the event of a turbidity non-compliance), samples may be collected for laboratory analysis for TSS. *In-situ* measurements will also be conducted for pH, dissolved oxygen, and temperature, at the discretion of the QEP, using hand-held electronic devices.

Table 3. British Columbia Approved Water Quality Guidelines: Aquatic Life, Wildlife and Agriculture (2023)

Parameter	Guidelines
Turbidity	• Change from background of 8 NTU at any one time for a duration of 24 h in all waters during clear flows or in clear waters. • Change from background of 2 NTU at any one time for a duration of 30 d in all waters during clear flows or in clear waters. • Change from background of 5 NTU at any time when background is 8 - 50 NTU during high flows or in turbid waters. • Change from background of 10% when background is >50 NTU at any time during high flows or in turbid waters.
pH	• 6.5 to 9.0: unrestricted change permitted within this range. This component of the freshwater guidelines should be used cautiously if the pH change causes the carbon dioxide concentration to decrease below a 10 µmol/L minimum or exceed a 1,360 µmol/L maximum, as these concentrations may be toxic to fish.
Dissolved Oxygen (instantaneous minimum)	• All life stages other than buried embryo / alevin (water column): 5 mg/L O₂ • Buried embryo / alevin life stages (water column): 9 mg/L O₂ • Buried embryo / alevin life stages (interstitial water): 5 mg/L O₂ • See guidelines for further details and for long-term chronic guidelines.
Temperature	• Freshwater Aquatic Life – Streams with Unknown Fish Distribution: Mean Weekly Short-Term • Temperature = 18 °C (short-term daily temperature = 19 °C), hourly rate of change not to exceed 1 °C, • Short-term incubation temperature = 12 °C (in spring and fall)
Oil and Grease	• Detectable by sight or smell

Sources: BC WQRS (2023)

6.7.2 Material Storage and Stabilization

Storage and disposal of excess, overburden, soil, or other substances will be done in such a manner as to reduce the potential for entry into any watercourses, including:

- Disposing of and stabilizing all excavated material above the high-water mark and more than 30 m from nearby waterbodies, unless otherwise reviewed by the EM and deemed to pose a low risk of sediment entry into any waterbody, and ensuring sediment re-entry to the watercourse is prevented;
- Stockpiles of erodible materials, such as soil that will be left in a stockpile for more than 24 hours will be contained using appropriate measures, such as sediment fence containment, or covering with plastic sheeting or tarps that are anchored to the ground;
- Compaction of undisturbed soils will be minimized to the extent feasible;
- Site drainage patterns will be restored to natural flow conditions upon completion of the Project;
- Disturbed areas will be restored to a stable vegetated condition as soon as possible (e.g., re-seeding with an approved coastal seed mixture and/or installing biodegradable erosion blankets (without poly mesh)). All seeding shall be planned to allow establishment before the end of growing season; the recommended timing is in the fall during September and October, or spring during March and April; and
- Site revegetation measures are required to stabilize soils, reduce erosion, and avoid the establishment of weed species. The measures to be implemented, as directed by the EM as construction is completed in each area, include:
 - A Coastal/Vancouver Island standard seed mix, free of invasive species, is recommended for use;
 - Seed mixes will be free of noxious weed species propagules, as listed under the *BC Weed Control Act* and its regulations;
 - Seed mixes will comply with the Federal *Seeds Act* and regulations; and
 - MKJV will provide a Certificate of Analysis for each proposed seed mix at least 5 days prior to purchase, to the OEC for review.

6.7.3 Rainfall Events

Construction activities will temporarily cease during intense rainfall events where activities (e.g., earthworks) are causing surface erosion, resulting in turbidity in streams to become non-compliant with the *BC Approved Water Quality Guidelines: Aquatic Life, Wildlife & Agriculture* (2023) and *CCME Canadian Water Quality guidelines for the Protection of Aquatic Life* (2002). Earthworks will cease during exceedance of 25 mm of rainfall within a 24-hr period or less if there is risk to VECs to warrant continuing work, as determined by the EM in consultation with the Environmental Manager. Any turbidity exceedances will be recorded and reported in EM reports. As mentioned earlier, during and/or immediately following significant precipitation events (>25 mm in 24 hrs), the EM will assess the impacts of precipitation on construction that could affect VECs, prescribe any new mitigation measures to maintain site compliance with permits, conditions of this CEMP, and the CEMR, and assess the effectiveness and make necessary adjustments/upgrades to existing mitigation measures.

6.7.4 Contingency Supplies

A contingency supply of ESC materials, such as silt fencing, plastic sheeting, tarps, straw waddles, straw, mulch, and non-erodible gravel will be available at the Project site for rapid deployment during and after extreme events and workers will be sufficiently trained in their appropriate installation and maintenance. The EM will be notified of changes to ESC controls to confirm that they are adequate and that measures are installed effectively.

6.8 Spill Prevention and Response

Spill response, containment, recovery, and clean-up procedures are described in this section. MKJV is responsible for providing the necessary equipment required for spill response. MKJV will have a list of hazardous materials and products along with the appropriate Safety Data Sheets on site. The procedures of this spill response plan will be in accordance with the BC Spill Reporting Regulation under the *Environmental Management Act*.

6.8.1.1 Spill Response Equipment

The following materials will be readily available on site for implementation, if required:

- Spill kits will be available and labelled at designated locations;

- Spill kits will be inventoried and re-stocked regularly, including immediately after a spill response incident;
- A spill kit capable of containing the largest spill possible, shall be always available during construction.
- Spill response equipment (e.g., absorbent pads, pillows, oil sponges, socks) will be used to clean hydrocarbon spills;
- Absorbent booms and pads will be kept on-site to skim hydrocarbons if detected in water;
- Spill kits will be carried in project vehicles. The required contents are to be carried in each vehicle inside a container marked "Spill Kit". The minimum required content of vehicle spill kits is:
 - Goggles, PVC gloves, 10 absorbent pads, 2 absorbent booms (3 m), 1 container of emergency sealant, 3 heavy duty plastic bags.
- When working within 30 metres of a waterbody with equipment that may result in a spill of a hazardous substance, suitable types and quantities of absorbents and containment measures must be on site and available for deployment in the event of a spill; and
- Appropriate training of workers in the use of spill response equipment, including the location, type, and correct deployment of spill response equipment relating to the nature and location of work and potential onsite spills.

6.8.1.2 Spill Response and Reporting

The following spill response, notification and reporting procedures are to be implemented in sequential order in the event of a spill of fuel, oil, lubricant, or other harmful substance:

- 1. Make the area safe**
- 2. Stop the flow (when possible)**
- 3. Secure the area**
- 4. Contain the spill**
- 5. Clean-up**
- 6. Notify/Report**

The above spill response steps are described in further detail below:

1) Make the area safe:

- Evaluate risk to personal/public, electrical and environmental safety.
- Wear appropriate Personal Protective Equipment (PPE).
- Never rush in, always determine the product spilled before acting.
- Warn people in the immediate vicinity.
- Verify that no ignition sources are present if the spill is a flammable material.

2) Stop the flow (when possible and safe to do so):

- Act quickly to reduce the risk of environmental impacts.
- Close valves, shut off pumps or plug holes/leaks.
- Stop the flow or the spill at its source.

3) Secure the area:

- Limit access to the spill area.
- Prevent unauthorized entry onto the site.

4) Contain the spill:

- Block off and protect drains and culverts.
- Prevent spilled material from entering drainage structures (e.g., ditches, culverts, drains).
- Use spill containment and sorbent material to contain the spill appropriate to site location and spilled materials.

5) Clean up:

- Mobilize recovery equipment and cleanup crew and conduct cleanup activities.
- Dispose of all equipment and/or material used in clean up (e.g., used sorbent, oil containment materials, etc.) in accordance with Ministry of Water, Lands and Resource Stewardship requirements. Disposal of special wastes (e.g., material with > 3% oil by mass) and contaminated soil must comply with the Environmental Management Act and Regulations.
- Replenish spill response kits and equipment.
- Soil that is contaminated by a spill is excavated and transported off-site to an approved disposal facility.
- Water contaminated by spills is transported off-site to an approved facility.
- Used spill response materials are transported out of the work area to the designated waste disposal site immediately after.
- Used absorbent material is placed in plastic bags and disposed of in a mixed contaminated waste bin.
- In the event of a spill or release of deleterious substances to the environment, water and/or soil samples will be taken by the QEP for laboratory analysis according to the Ministry of Environment and Climate Change Strategy *Technical Guidance on Contaminated Sites* (2021). Depending on the nature of the spill, the QEP will compare the samples against relevant BC *Contaminated Sites Regulation* or Federal Canadian Council of Ministers of the Environment standards to determine whether exceedances have occurred and whether remediation will be required.

6) Notification/Reporting:

- MKJV Site Superintendent will verbally report to the EM as soon as practical, what, how and where the incident occurred along with how the spill was cleaned up. Further assessment of environmental impact or additional clean up may be required by the EM.
- MKJV Site Superintendent will determine appropriate regulatory notification obligations, with assistance from the Environment Manager, if needed, and will report spills within 24 hrs (Table 4). MKJV will be responsible for preparing end-of-spill reports for submission to the Province of BC.
- MKJV Site Superintendent will provide written reports of all spills to the Environmental Manager, and OE/OEC within 24 hrs. MKJV will report the spill using the Environmental Incident Report (EIR) (Appendix B), which should be summarized by the EM in the environmental monitoring report.
- Spills in water, regardless of amount, are reported to the **Emergency Management BC (EMBC)** emergency coordination centre (**1-800-663-3456**) within 24 hrs by the MKJV Site Superintendent.
- Report harmful impacts to fish and fish habitat and deposit of deleterious substances to DFO using the **Observe Record and Report hotline (1-800-465-4336)** within 24 hrs by the MKJV Site Superintendent.
- Externally reportable releases are reported as soon as reasonably practicable and within 24 hrs by the MKJV Site Superintendent.
- Externally reportable releases will also be reported to the OE/OEC within 24 hrs by the MKJV Site Superintendent.
- Provincially required End-of-Spill Reports will be prepared and submitted by the MKJV Site Superintendent following review by the Environmental Manager, and the OE/OEC, if desired.
- Contact information for personnel responsible for the Project have been provided earlier in Table 1.

Table 4. Spill Reporting Matrix from Spill Reporting Regulation Schedule of Reportable Levels for Certain Substances.

Item	Substance	Quantity	External Reporting Requirements
-	Any Spill	Any amount that enters or is likely to enter aquatic habitat	EMBC/DFO
-	Oil and Waste Oil	Any amount $\geq$ 1L	N/A
1	Class 1, Explosives as defined in section 2.9 of the Federal Regulations	Any quantity that could pose a danger to public safety or 50 kg	EMBC
2	Class 2.1, Flammable Gases, other than natural gas, as defined in section 2.14 (a) of the Federal Regulations	$\geq$ 10 kg	EMBC
3	Class 2.2 Non-Flammable and Non-Toxic Gases as defined in section 2.14 (b) of the Federal Regulations	$\geq$ 10 kg	EMBC
4	Class 2.3, Toxic Gases as defined in section 2.14 (c) of the Federal Regulations	$\geq$ 5 kg	EMBC
5	Class 3, Flammable Liquids as defined in section 2.18 of the Federal Regulations	$\geq$ 100 L	EMBC
6	Class 4, Flammable Solids as defined in section 2.20 of the Federal Regulations	$\geq$ 25 kg	EMBC
7	Class 5.1, Oxidizing Substances as defined in section 2.24 (a) of the Federal Regulations	$\geq$ 50 kg or 50 L	EMBC
8	Class 5.2, Organic Peroxides as defined in section 2.24 (b) of the Federal Regulations	$\geq$ 1 kg or 1 L	EMBC
9	Class 6.1, Toxic Substances as defined in section 2.27 (a) of the Federal Regulations	$\geq$ 5 kg or 5 L	EMBC
10	Class 6.2, Infectious Substances as defined in section 2.27 (b) of the Federal Regulations	$\geq$ 1 kg or 1 L, or less if the waste poses a danger to public safety or the environment	EMBC
11	Class 7, Radioactive Materials as defined in section 2.37 of the Federal Regulations	Any quantity that could pose a danger to public safety and an emission level greater than the emission level established in section 20 of the "Packaging and Transport of Nuclear Substances Regulations"	EMBC
12	Class 8, Corrosives as defined in section 2.40 of the Federal Regulations	$\geq$ 5 kg or 5 L	EMBC
13	Class 9, Miscellaneous Products, Substances or Organisms as defined in section 2.43 of the Federal Regulations	$\geq$ 25 kg or 25 L	EMBC
14	Waste containing dioxin as defined in section 1 of the Hazardous Waste Regulation	$\geq$ 1 kg or 1 L, or less if the waste poses a danger to public safety or the environment	EMBC
15	Leachable toxic waste as defined in section 1 of the Hazardous Waste Regulation	$\geq$ 25 kg or 25 L	EMBC
16	Waste containing polycyclic aromatic hydrocarbons as defined in section 1 of the hazardous Waste Regulation	$\geq$ 5 kg or 5 L	EMBC
17	Waste asbestos as defined in section 1 of the Hazardous Waste Regulation	$\geq$ 50 kg	EMBC
18	Waste oil as defined in section 1 of the Hazardous Waste Regulation	$\geq$ 100 L	EMBC
19	Waste containing a pest control product as defined in section 1 of the Hazardous Waste Regulation	$\geq$ 5 kg or 5 L	EMBC
20	PCB Wastes as defined in section 1 of the Hazardous Waste Regulation	$\geq$ 25 kg or 25 L	EMBC
21	Waste containing tetrachloroethylene as defined in section 1 of the Hazardous Waste Regulation	$\geq$ 50 kg or 50 L	EMBC
22	Biomedical waste as defined in section 1 of the Hazardous Waste Regulation	$\geq$ 1 kg or 1 L, or less if the waste poses a danger to public safety or the environment	EMBC
23	A hazardous waste as defined in section 1 of the Hazardous Waste Regulation and not covered under items 1 – 22	$\geq$ 25 kg or 25 L	EMBC

Item	Substance	Quantity	External Reporting Requirements
24	A substance, not covered by items 1 to 23, that can cause pollution	≥200 kg or 200 L	EMBC
25	Natural gas	≥10 kg, if there is a breakage in a pipeline or fitting operated above 100 psi that results in a sudden and uncontrolled release of natural gas	EMBC

Note: Federal Regulations means the Transportation of Dangerous Goods Regulations made under the Transportation of Dangerous Goods Act; Hazardous Waste Regulation" means B.C. Reg. 63/88.

Source: Appendix of 03 Facts on the Management of Environmental Emergencies, November 2017, issued by Ministry of Environment and Climate Change Strategy

When reporting a spill, the caller should be prepared to provide the dispatcher with the following information:

- Name and contact phone number of the person who is reporting the spill;
- Name and contact phone number of the person who is responsible for causing the spill;
- Location and time of the spill;
- Type and quantity of the substance spilled;
- Cause and effect of the spill;
- Details of action taken or proposed;
- Description of the spill location and surrounding area;
- Names of agencies/responders on scene; and
- Names of other persons or agencies advised or to be advised concerning the spill.

6.8.2 Spill Prevention and Fuel Management

The following spill prevention and fuel management mitigation measures shall be implemented:

- Routine environmental monitoring inspections will be conducted to check for the proper spill prevention and preparedness, fuel management, and for evidence of any unidentified spills;
- All sources of fuel, hazardous products, and hazardous substances, along with their storage and containment measures will be identified. Safety Data Sheets will be stored on site and made available to all construction team members;
- Pre-construction and daily tailgate meetings will be held to identify all materials of a deleterious nature that could be spilled;
- Drip containment measures for fuel dispensing equipment to maximize fuel containment will be incorporated, in accordance with BMPs from *A Field Guide to Fuel Handling, Transportation and Storage* (BC MWLAP and MOF 2002);
- Drip trays will be used under parked heavy equipment;
- Drip trays will be used under temporary generators, light plants, and other stationary equipment;
- Water accumulated in drip trays will be inspected to verify that there is no hydrocarbon sheen before being disposed of;
- Absorbent pads will be used to soak up hydrocarbons in water from drip trays with hydrocarbon sheen before water is discharged to ground;
- Water from drip trays discharged to the ground will be discharged >30 m from watercourses or environmentally sensitive areas in a manner that does not cause erosion;
- Monitoring of vehicles and equipment for leaks will be conducted daily. Since the operation of construction vehicles will likely be necessary within riparian areas, vehicles and equipment will arrive on site in a clean condition and be maintained free of fluid leaks;

- Vehicles and equipment will be regularly maintained;
- Heavy equipment arriving on-site will be inspected for cleanliness and signs of leaks and maintained or washed off-site prior to coming on-site if required;
- Heavy equipment will be washed, serviced, and refuelled at designated facilities >30 m from watercourses or environmentally sensitive areas in a manner that does not cause erosion;
- Biodegradable hydraulic fluids will be used in equipment working within 10 m above or within wetted areas or at the direction of the EM;
- Workers will be trained to avoid spills and in the emergency response procedures in the event of a spill, including the locations of spill response equipment and materials for containment and clean up;
- All site personnel are debriefed on the spill incident and implement additional precautions or measures to help prevent similar accidents from recurring;
- Storage of fuels and petroleum products will comply with safe operating procedures [e.g., A Field Guide to Fuel Handling, Transportation and Storage (BC MWLAP and MOF, 2002)] and include containment facilities;
- Any fuel handling, storage, or refuelling on site will be located on stable ground away from waterbodies, preferably a minimum of 30 m from access locations, taking topography and slope into consideration. Spill containment supplies will be available in the immediate vicinity of the refueling area;
- Vehicles and equipment, including their hydraulic fittings, will be inspected daily to verify that they are in good condition and free of leaks, and excess oil or grease; worn parts will be replaced;
- Equipment will be parked on level ground and secured with wheel chocks and parking brakes at the end of shift;
- Install drip trays with sorbent pads under stationary equipment and under all equipment at the end of shift; inspect, clean out and replace sorbent pads regularly;
- Any vehicle and equipment maintenance will be conducted in a designated location approved by the Owner and Environmental Monitor. This maintenance will be conducted on an impermeable surface (e.g. over asphalt or lined surface). All waste materials (filters, rags, fluids, etc.) must be disposed of at an appropriate facility; and
- Spill kit supplies will be available and labeled at designated locations and accompany each piece of equipment. All construction team members will be trained to avoid spills and in the emergency response procedures in the event of a spill. Report all spills of a substance that is toxic, polluting, or deleterious to aquatic life of reportable quantities to the EMBC 24-hour phone line at 1-800-663-3456.

6.9 Concrete Management

Concrete leachate is alkaline and when it contacts water, it has the potential to change pH levels and cause harm to fish and other aquatic life. Concrete work will be carried out according to industry best practices. Best practices to prevent works involving the use of concrete, dust created from pulverized concrete, cement, mortars, and other Portland cement or lime-containing construction materials, from depositing, directly or indirectly, sediment, debris, concrete, concrete fines, wash or contact water into or about any waterbody. These include:

- Isolate uncured cast-in-place concrete from runoff flowing off site for a minimum of 48 hrs, or until pH is 6.5 - 9.0 and turbidity is within acceptable limits;
- Not wash concrete equipment and tools within 10 m of any aquatic areas or in proximity to storm drain systems. Designated concrete wash down station(s) will be located by MKJV at a safe distance away from any VECs and will be lined with plastic sheeting to contain all wash water;
- Monitor pH and implement mitigation measures, as needed, if pH in the receiving environment is altered more than 1.0 pH unit from the background level, or is recorded below 6.0 or above 9.0 pH units;
- Have a CO₂ tank, regulator, and a long hose with a gas diffuser, available during concrete work to neutralize pH in the event of runoff of concrete affecting water into the environment;
- Not use dilution and filtering as methods to control concrete leachate, which may cause further spreading; and
- Contain and remove any concrete waste from site.

6.10 Soil Management

6.10.1 Environmental Site Assessment Reports

A Limited Phase I Environmental Site Assessment was conducted by Current Environmental (CEL 2022c) and a Limited Phase II Environmental Site Assessment (ESA) was conducted by Core6 Environmental for areas of potential environmental concern (APEC) at Courtenay Pump Station and Comox Valley Pump Station (Core6 2022). The Phase I and II ESA identified APECs associated with:

- APEC 1 – Ferrous chloride storage and spill at Courtenay Pump Station
- APEC 2 – Discarded drums at Comox Water Pollution Centre
- APEC 3 – Potential underground storage tank at the southeast side of the Courtney Pump Station building

Additional APECs associated with following BC Contaminated Sites Regulation (CSR) Schedule 2 Activities were noted for the Comox Water Pollution Control Centre (CVWPCC):

- H16 – Septic tank pumpage storage or disposal
- H17 – Sewage lagoons or impoundments
- H18 – Hazardous waste storage, treatment or disposal
- H19 – Sludge drying or composting

The identified areas of potential environmental contamination listed above have been overlayed with the Project alignment drawings in Appendix C. It is AECOM's understanding that any soils excavated as part of the project at the CVWPCC and the decommissioned Courtenay Pump Station will be reused on each property. The overlay drawing is being provided for information and MKJV should take extra care to monitor for suspect or known contaminated soils (APEC 1 on Courtney Pump Station). If suspect or known contaminated soils are expected to be removed from site, MKJV (excluding AECOM) will need to characterize any suspect soil per the BC CSR standards and associated protocols prior to disposal off-site and any known contaminated soils exceeding CSR industrial land use standards shall be disposed of at an authorized facility. Additionally, there is also potential for encountering suspect contaminated soil or excavation water sourced from groundwater along the other parts of the Project alignment. The following subsections provide guidance on handling suspect soil and/or excavation water for the Project.

6.10.2 Chance Find Procedure for Contaminated Soil

During all excavation activities, the construction supervisor will notify the EM when suspected contaminated environmental media (i.e. soil and excavation water) is encountered per the indicators noted below. This chance find procedures is not applicable to any known and specified contaminated media being removed during the Project. The following procedure will be followed during access, construction, excavation, and remediation works:

- All excavated and imported soils will be assessed for indicators of potential soil contamination. Indicators of potentially contaminated soils include, but are not limited to:
 - Unusual appearance or odour;
 - Staining or sheens
 - Deleterious materials including but not limited to debris or trash (e.g., bricks, glass, drums, automotive parts, cleaning rags, tanks);
 - Suspect waste (e.g., batteries and metal parts); or
 - Invasive plants or plant seeds
- If suspected contaminated media are encountered, these materials will be segregated, stockpiled, and covered separately. Before these media can be re-located the EM will assess the material through visual inspection and/or sampling and testing for specific chemical compounds in accordance with the BC Environmental Management Act (EMA), BC Contaminated Sites Regulation (CSR) and associated protocols and guidance documents and determine the appropriate course of action. Any testing of samples will be conducted by an accredited laboratory; and the testing results will be evaluated to CSR industrial use standards and the

tabulated results and lab reports will be provided to the MKJV, the Owner and OE/OEC for review and soils management (on-site re-use or off-site disposal) is to be approved by Owner and OE/OEC prior to start of these works.

6.10.3 Soil Stockpile and Laydown Areas

MKJV will provide details on proposed laydown areas, soil/aggregate stockpile locations, and any excavation areas outside the existing road prism, for approval by the Owner.

The locations of laydown and soil stockpile sites must be assessed by the EM for sensitivity to nearby environmental receiving areas, such as ditches or streams, and any associated setbacks identified in this CEMP or municipal bylaws. See Section 7.7 for stockpile management and mitigation measures for erosion and sediment control.

Stockpiling procedures for suspected or known contaminated soils shall include controls to eliminate cross-contamination of underlying soils through direct contact (e.g., placed on concrete, asphalt, liner), seepage/leaching, or runoff (e.g., covering of stockpiles, diversion, or collection of water away from soils to avoid contact). Suspected contaminated stockpile areas for chance find materials will be determined prior to starting construction.

6.10.4 Dewatering

Water to be discharged to storm sewers or watercourses from the excavated trench that may be sourced from groundwater or precipitation will be monitored, as appropriate, against the applicable provincial Approved Water Quality Guidelines, as outlined in Table 3 in Section 7.7.1, or BC CSR Schedule 3.2 Standards. In addition, the Town of Comox *Drainage Infrastructure Protection Bylaw (No. 1824)* requires discharge water total suspended solids to be less than 25 mg/L and turbidity to be less than 20 NTU. In-situ sampling of water quality parameters listed in Table 3 is to be conducted for compliance with City Bylaw and provincial guidelines and can indicate the need for laboratory analysis. As such, water removed from excavations will be treated, as needed, to meet these standards prior to discharge.

Construction of municipal works that require the pumping of groundwater from excavations do not require a use approval under the *Water Sustainability Act*, as long as the water is immediately discharged, and it is not used for any purpose.

6.11 Archaeological and Heritage Resources

The project is situated within the consultative boundaries of K'ómoks First Nation, Nanwakolas Council, Qualicum First Nation, Tla'amin First Nation, We Wai Kai First Nation, Wei Wai Kum First Nation, and Xwemalhkwu First Nation. First Nations and other heritage resources will be responsibly managed by the MKJV throughout all aspects of the Project according to the following criteria:

- Through a "Proposed Cultural Heritage Impacts Mitigations" report by Jesse Morin, PhD (Draft #4), a two-phase assessment of program of investigation and identification of project construction mitigation measures have been provided. The Chance Find Procedure (to be developed and provided by the Owner's consultant) will be followed if suspect archaeological material is encountered. The Chance Find Procedure will also provide direction on how to identify suspect archaeological material;
- Site alteration permits (SAP) and Heritage Inspection Permits (HIP) have been acquired by the Owner;
- If any suspect archaeological or heritage material is encountered, MKJV will immediately advise the CVRD of the discovery and follow at a minimum the procedures set out in the Chance Find Procedure established by the Owner's Archaeological Consultant; and
- MKJV shall act reasonably and cooperate with all requests from the archaeologists designated by the CVRD to inspect construction of the Work.

6.12 Fire Prevention and Response

MKJV will provide a detailed Fire Prevention and Response Plan separate from this CEMP, which will contain a minimum of the following procedures and protocols to be implemented during construction to minimize the potential for a fire on site:

- Smoking will be prohibited near dry fuel, explosives, fuel and hazardous materials;
- Fire equipment will be located on site including fire extinguishers, fire blankets, shovels, ladders, hand-tank pumps, etc.;
- Construction personnel will be aware of firefighting techniques, as appropriate;
- All vehicles will be equipped with fire extinguishers, as appropriate;
- No open fires or burning of brush is permitted on site;
- Vegetation around the perimeter of the work site will be irrigated or wet down during high fire risk season, as necessitated by the type of activity that could create sparks or open flames;
- Shutdown thresholds and procedures for prevention, equipment, and restrictions will refer to *BC Forest Fire Prevention and Suppression Regulation*; and
- Fuels will be contained in designated and safe storage areas/sheds out of direct sunlight.

6.13 Air Quality Management

Air emissions, such as vehicle/equipment exhaust, dust, vapours, and greenhouse gasses should be minimized to avoid adverse environmental, health, safety, and nuisance effects both on and off site. The following mitigation measures related to material handling, access, and vehicles will be applied to control emissions of fine particulate matter (PM_{2.5} and PM₁₀), dust, and greenhouse gases:

- Equipment will be in good working order;
- Material stockpiles and work areas prone to wind erosion will be stabilized;
- Trucks will be loaded in a manner to avoid spilling during transport and shall be covered to contain soils;
- The burning of oils, rubber, tires, or any other material, shall not occur on site;
- Stationary sources of emissions, such as generators, will be turned off when not in use;
- All equipment will be kept in well maintained condition, used at optimal loads, and repaired, as required, to minimize emissions;
- The use of chemical dust suppressants, such as calcium lignosulphate, sodium lignosulphate, magnesium chloride, or hydrocarbons, are prohibited;
- Fugitive dust emissions will be managed and will be controlled, as necessary, through mitigation measures, such as the application of mulch and/or water to ground, vehicle wash down facilities, crushed rock exits from construction sites, sweeping paved surfaces using a skidsteer sweeper (or equivalent), and full containment of any concrete work that produces dust;
- Engine idling will be minimized to the extent feasible; and
- Truck loads will be optimized to reduce the number of trips between the source and destination.

6.14 Noise and Vibration

The following mitigation measures related to noise and vibration will be adhered to during project works:

- Maintain equipment in good working order;
- Maintain vehicles according to manufacturer's guidelines. Vehicles and equipment should be inspected on a regular basis by the contractor and maintained, as required;
- Implementing standard practices and use of "Best Available Control Technologies" for noise control on equipment, such as mufflers and silencers; and
- All personnel, contractors, and suppliers shall adhere to posted speed limits and safe operating speeds for all vehicles along the project access roads to reduce noise, operate safely, and to avoid potential collisions with wildlife.

6.15 Waste Management

6.15.1 Non-Hazardous Solid Waste Management

Non-hazardous solid wastes shall be sorted into separate, clearly labelled bins and recycled, if possible. Recyclable wastes, include cardboard, wood, metal, and approved plastics. Non-hazardous and non-recyclable wastes shall be included as general refuse and disposed of at the local landfill.

Waste material generated during construction will be handled using industry accepted BMPs, such as:

- Waste disposal containers are to remain within the designated contractor laydown areas;
- Where practical, recyclable materials (e.g., wood, paper, cardboard, plastic, glass, organic, Styrofoam) shall be segregated before transport to the appropriate facility;
- Waste materials must be secured to prevent the development of leachate from material contact with rain and surface water. Examples include placing lids over waste disposal containers or lining with poly sheeting;
- Organic (food) wastes shall be stored in containers with a secured lid and removed from the site daily to avoid attracting wildlife. Removal of food waste materials should be completed daily to help prevent potential wildlife encounters;
- Hauling of project materials with the potential to generate "flyaway" waste, shall be adequately secured;
- Cigarette butts shall be disposed of off site or within on-site disposal containers;
- Any vegetation that needs to be removed from the site will be stored at a designated storage area. No cut vegetation will be left at the work site unless directed otherwise by the EM; and
- Upon completion of work, all surplus materials and equipment will be removed from the site by MKJV. The site will be left in a condition that is acceptable to the EM.

6.15.2 Hazardous Waste Management

Hazardous Substances and Hazardous Products used on site will be transported, stored, removed, and disposed in accordance with *Hazardous Waste Legislation Guide* (BC MOE 2016) and with all other relevant legislation.

Hazardous materials may include any controlled or hazardous substances used on the Site, such as, asbestos, fuels, used fuels, oils, oil filters, greases, bitumen, lubricants, solvents, cement, paints, solvents, batteries, cleaners, dust suppressants, PCBs, and used spill cleanup materials.

Hazardous waste that is spilled could affect surface water quality, air quality, fish habitat or wildlife habitat. Prevention of such occurrences is best undertaken by conformance with BMPs and spill prevention measures (e.g., secondary containment, spill kits). All hydrocarbon products and other hazardous wastes potentially present during project activities will be identified and the associated Workplace Hazardous Materials Information System (WHMIS) Safety Data Sheets (SDS) will be made available to all construction team members. WHMIS labels must be on all controlled materials.

Hazardous waste generated by contractors must be stored and handled according to the BC *Hazardous Waste Regulation*. For temporary storage on-site, this will include:

- Covered containment using approved containers;
- Isolation from flammable and combustible materials (> 10 m);
- Proper labelling, inventory, and documentation; and
- Storage at least 30 m away from storm drains and waterbodies.

All hazardous wastes shall be transported off site to appropriate disposal areas using appropriate manifests and record keeping in accordance with the BC *Hazardous Waste Regulation* and Federal *Transportation of Dangerous Goods Act*. All manifests should be kept on-site and provided to the Project owner and made available to the EM upon request.

6.16 Site Restoration and Protection of Sensitive Habitats

MKJV will restore the Project site and disturbed sensitive habitats upon completion of Construction or ideally, as soon as possible. Restoration requirements shall include:

- Disturbed areas will be recontoured to a stable angle, returning them as closely as possible to their natural state, and protected from erosion using permanent natural methods and materials. Permanent erosion protection may include re-seeding with an approved weed-free seed mixture and/or installing biodegradable erosion control blankets. All seeding shall be planned to allow establishment before the end of the growing season (early fall or early spring).
- At the end of the project, all equipment, supplies, and non-biodegradable materials will be removed from the site.
- Under the direction of a QEP, place salvaged large woody debris (LWD) in impacted riparian areas (e.g., in disturbed areas outside of long-term maintenance access paths) within 30 m of wetlands to provide habitat for wildlife.
- Retain and use LWD to enhance habitats along rehabilitated corridors, but avoid creation of long linear stacks of woody debris (windrows) that may hinder wildlife movement;
- Install gates at permanent and natural barriers (e.g., boulders, LWD, berms) at temporary Project access points to prevent public vehicular access into sensitive habitat; and
- Stockpile excavated topsoil for reuse in site remediation when such topsoil does not contain invasive plant species.

7. References

- AECOM Canada Ltd. 2024a. *Permitting Plan* (Draft). Prepared for Comox Valley Regional District.
- AECOM Canada Ltd. 2024b. *Supplementary Biophysical Assessments for the Comox Valley Sanitary Sewer Conveyance Project*. Prepared for Comox Valley Regional District.
- British Columbia Ministry of Environment (BC MOE). 2013. *Guidelines for Raptor Conservation during Urban and Rural Land Development in British Columbia*. Accessed February 2024. Available at: <https://www2.gov.bc.ca/gov/content/environment/natural-resource-stewardship/laws-policies-standards-guidance/best-management-practices/develop-with-care>
- British Columbia Ministry of Environment (BC MOE). 2014. *Develop with Care: Environmental Guidelines for Urban and Rural Land Development*. Accessed February 2024. Available at: <https://www2.gov.bc.ca/gov/content/environment/natural-resource-stewardship/laws-policies-standards-guidance/best-management-practices/develop-with-care>
- British Columbia Ministry of Environment (BC MOE). 2016. *Hazardous Waste Legislation Guide*. Victoria: Province of British Columbia. 153 pp.
- British Columbia Ministry of Water, Land and Resource Stewardship (BC WLRS). 2023. *British Columbia Approved Water Quality Guidelines: Aquatic Life, Wildlife & Agriculture – Guideline Summary*. Province of BC, Victoria, BC. 42 pp.
- British Columbia Ministry of Water, Land and Air Protection (MWLAP) and Ministry of Forests (MOF). 2002. *A Field Guide to Fuel Handling, Transportation & Storage*. Victoria: Province of British Columbia. 41 pp.
- Canadian Council of Ministers of the Environment (CCME). 2002. *Canadian Water Quality Guidelines for the Protection of Aquatic Life*. Accessed February 2024. Available at: <https://ccme.ca/en/res/total-particulate-matter-en-canadian-water-quality-guidelines-for-the-protection-of-aquatic-life.pdf>
- Core6 Environmental. 2022. *Limited Phase II Environmental Site Assessment for CVRD Sewer Conveyance Project*.
- Current Environmental Ltd. (CEL). 2022a. *Environmental Impact Assessment (EIA): Lazo Marsh and Approaches Comox Valley Sewer Conveyance Project*.
- Current Environmental Ltd. (CEL). 2022b. *Comox Valley Sewer Conveyance Project Environmental Management Plan*.
- Current Environmental Ltd. (CEL). 2022c. *Phase I Environmental Site Assessment: CVRD Sewer Conveyance Project*.
- Current Environmental Ltd. (CEL). 2024. *Comox Valley Liquid Waste Management Project Construction Environmental Management Requirements*.
- Environment and Climate Change Canada's (ECCC). 2023. *Guidelines to Avoid Harm to Migratory Birds*. Accessed February 2024. Available at: <https://www.canada.ca/en/environment-climate-change/services/avoiding-harm-migratory-birds/reduce-risk-migratory-birds.html#toc3>
- Fisheries and Oceans Canada (DFO). 1992. *Land Development Guidelines for the Protection of Aquatic Habitat*. Accessed February 2024. Available at: https://www.sxd.sala.ubc.ca/9_resources/fed_%20files/fed%20land%20development%20guidelines.pdf
- Fisheries and Oceans Canada (DFO). 2023a. *Codes of Practice*. Accessed February 2024. Available at: <https://www.dfo-mpo.gc.ca/pnw-ppe/practice-pratique-eng.html>
- Fisheries and Oceans Canada (DFO). 2023b. *Measures to Protect Fish and Fish Habitat*. Accessed February 2024. Available at: <https://www.dfo-mpo.gc.ca/pnw-ppe/measures-mesures-eng.html>
- Government of BC. 2022. *Requirements and Best Management Practices for Making Changes In and About a Stream in British Columbia*. Version 2022.01.

Appendix A Environmental Orientation Record

Environmental Orientation Record

Project Title: Comox Valley Regional District Sanitary Sewer Conveyance Project	
Revision number: 0	Date: May 28, 2024

The Environmental Orientation Record (EOR) shall be completed as a component of the project kick-off or orientation, and during all subsequent crew indoctrinations alongside the safety orientation. The EOR must be amended if there is a significant change in scope, a new phase of work commences, or if new contractors mobilize to the site.

By signing the EOR, the parties listed on the contact sheet indicate they have been advised of, and understand, the environmental requirements, and that they will communicate the environmental requirements to all personnel including, but not limited to, subcontractors and replacement crew leaders.

Project Location: Courtenay, Comox, Comox Valley Regional District, BC

Project Description: The Project is a multi-year construction project that will replace existing sanitary forcemains and upgrade the pump stations that move more than 14,000 m³ of raw sewage each day from the Courtenay Pump Station to the Comox Valley Water Pollution Control Centre on Brent Road in Comox, BC.

Key mitigation measures and requirements excerpts from the Construction Environmental Management Plan (CEMP) have been provided in this EOR. Refer to the CEMP for more details.

Mitigation of Potential Environmental Impacts	Reviewed (initial)
<u>Valued Ecosystem Components</u> Existing Courtenay Pump Station Vegetated Areas: One Garry oak (<i>Quercus garryana</i>), a tree protected under the City of Courtenay <i>Tree Protection and Management Bylaw No. 2850</i>, is located 9 m from the pump station building. Potential green heron (<i>Butorides virescens</i>), a Provincially blue-listed species, nesting habitat is present within surrounding vegetation. Comox Road South Toe of Slope Edge: Henderson's checker-mallow (<i>Sidalcea hendersonii</i>), a provincially blue-listed plant species, is present along the Comox Road south toe of slope edge near the Courtenay Pump Station and further east, and likely present along Comox Road at K'omoks First Nation land (see EMP (Current) for figure showing locations). Glen Urquhart Creek and Courtenay River Estuary: Located immediately adjacent to the forcemain alignment, Glen Urquhart Creek and the Courtenay River Estuary contain a variety of habitat and wildlife and aquatic species. 2754 Farview Road: There is potential for barn owl (<i>Tyto alba</i>), a <i>Species at Risk Act</i> (SARA) Schedule 1 Threatened and Provincially red-listed species, and barn swallow (<i>Hirundo rustica</i>), a SARA Schedule 1 Threatened species, nesting in/on the buildings at 2754 Farmview Road. Roadside Ditch 100 m East of K'omoks Pump Station: The ditch has connection to the Courtenay River Estuary, a VEC, and is immediately adjacent to the sanitary forcemain alignment. The ditch may contain valuable habitat for a variety of wildlife and is a VEC. Jane Place/Comox Pump Station Adjacent Vegetated Area: The seashore saltgrass – Pacific swampfire (<i>Distichlis spicata</i> – <i>Sarcocornia pacifica</i>) Provincially red-listed	

Mitigation of Potential Environmental Impacts	Reviewed (initial)
ecosystem at risk is present next to the Jane Place/Comox Pump Station. • Lazo Marsh along Lazo Road: Lazo marsh potentially contains red-legged frog (<i>Rana aurora</i>), a Provincially blue-listed and SARA-listed Schedule 1 Special Concern species, and a variety of other aquatic and wildlife species and valuable habitat. • Area North of Comox Valley Water Pollution Control Centre: The trembling aspen/ Pacific crab apple/ slough sedge (<i>Populus tremuloides/ Malus fusca/ Carex obnupta</i>) Provincially red-listed ecosystem at risk and Sitka spruce/ slough sedge (<i>Picea stichensis/ Garex obnupta</i>), Provincially blue-listed ecosystem at risk, are present within the southeastern and southern portions, respectively, of a wetland, that the sanitary forcemain alignment will be adjacent to. The wetland, its riparian zone, and ecosystems at risk are considered VECs.	
<u>Clearing, Grubbing, Tree Protection and Hazard Tree Abatement</u> • Clearing within VECs for construction is limited to the sanitary forcemain alignment that will go between two wetlands to the north of the CVWPCC. Clearing within 30 m of the wetlands shall be limited to the extent necessary to enable installation of the sanitary forcemain. Any clearing for laydown or staging shall occur at least 30 m away from the wetlands. • Prior to any vegetation disturbance or clearing, the QEP or EM will physically delineate VECs, other sensitive areas, and clearing limits, with flagging tape/stakes. Once vegetation is removed and soils exposed, erosion and sediment control measures will be implemented to protect aquatic areas from sedimentation. • Prior to any vegetation disturbance, an area will be surveyed by a QEP, or qualified EM supervised by a QEP, prior to the start of work, to identify breeding, nesting, roosting, or rearing areas for birds and other wildlife, to determine if any mitigation measures are required. If potential bird nesting habitat is to be disturbed between March 1 and August 30, and if active nests are found areas will be flagged and no work will be permitted in the flagged area until the nest is no longer active. • To help limit impacts to potentially present wildlife, carefully remove large woody debris (LWD) (e.g., logs) from the alignment and if possible, move the debris to adjacent forested areas where it can continue to provide habitat or retain and use LWD to enhance habitats along rehabilitated corridors (the EM will provide guidance). • No expansion beyond the Project working limits onto neighbouring properties will be allowed. This includes truck turning radiuses, material stockpiles, and spoilage of soils or vegetation; • Minimize the disturbance of existing vegetation, plant communities, and soil on the construction site and limit to required areas only; • MKJV will stockpile clean excavated topsoil for reuse in site restoration; • Tree protection and hazard tree abatement requirements that shall be implemented, include: • Hazard trees within and adjacent to the work area must be assessed by a qualified professional and appropriate measures taken to meet WorkSafe BC standards. <u>Tree protection zones shall be adhered to, as shown on the construction drawings;</u> • Avoid all activities (e.g., excavation, laydown, equipment presence) within the drip line of trees to help prevent impacts to root structures; however, when work is required within this area, implement the below mitigation measures provided by an arborist. Felled trees on Crown or CVRD land, outside of working limits, will remain <i>in-situ</i>, unless otherwise directed. The Owner's arborist identified specific tree protection (fencing) and hazard tree management requirements in the <i>Tree Health and Protection Arborist Report</i> (Mumby, V., Aug. 2022), which shall be reviewed and implemented; they generally include: • Installation of tree protection fencing, to protect tree stems and roots, is required in several locations where the sanitary forcemain alignment is near trees; • An arborist is required to be on site during certain situations to assess tree roots during	

Mitigation of Potential Environmental Impacts	Reviewed (initial)
excavation; • Pruning is required for some trees; and • Root management may be required, such as adding organic matter and implementing mitigation measures to prevent exposed roots from drying out. • Clearing of hazard trees outside of the required project clearing limits will be completed using hand tools (e.g., chainsaw) where use of mobile machinery will cause environmental damage (e.g., soil rutting, vegetation disturbance). Tree removal will prioritize minimizing ecological impacts; and • The revised sanitary forcemain alignment along Lazo Road, Brent Road, and within the vegetated area north of the CVWPCC will have an arborist report completed by MKJV and all tree protection and hazard tree recommendations provided, if any, shall be implemented. <u>The report shall be submitted to the Owner and OE/OEC prior to implementation of recommendations.</u>	
<u>Site Delineation and Protection of Valued Ecosystem Components</u>	
Unnecessary expansion of the project footprint must be minimized, and the following mitigation measures related to this issue which will reduce risk to VECs: • Design drawings will show all clearing boundaries, including requirements for truck access, laydown and staging areas, additional materials storage (stockpiles and side castings), pads and machinery control cabins, slurry separation plant, bentonite mixing and concrete batching, site offices and parking, and any additional areas requiring clearing; • Prior to construction, the EM and Construction Supervisor are to clearly mark the boundaries of project activities, including the limits of all known or newly identified VECs; • Access and egress routes to the site must be minimized in number and area as much as possible to reduce impact to VECs; • No machinery access or spoil material storage of any kind is to occur outside the delineated project areas without consent of a representative of the Owner's Engineering team; • Vegetation identified for protection, (e.g., outside designated work areas) will be left intact and root systems undisturbed unless specifically approved by the Owner's Engineering team and OEC; • Clearing near VECs must be completed in an incremental manner, not left exposed for longer than necessary, or will be temporarily contained with erosion and sediment countermeasures, such as surface roughening and application of clean mulch; and • Where there are trees close to but outside of clearing limits, with the approval of an arborist, limbs will be pruned or tied back in place of removing the entire tree to improve sightlines/machine swing areas.	
<u>Invasive Species Management</u>	
• Himalayan blackberry (<i>Rubus armeniacus</i>) and Scotch broom (<i>Cytisus scoparius</i>) have been identified in the Project area and are located within the construction footprint. Scotch broom is listed in the Comox Valley Regional District <i>Invasive Plant Species Strategy</i> with a "control" management strategy. Scotch broom is particularly present at Parcels 19 and 20 near Scott Road. Other invasive species are present (e.g., within agricultural field alignment sections, roadside edges) that could be within the construction footprint, such as common tansy and red deadnettle within Parcel 18. The EM shall confirm presence, identify any new invasive plant presence, and flag all areas with invasive species that are proposed for disturbance, prior to clearing. • Invasive species that may be disturbed must be removed prior to clearing work, under the supervision of the EM. All vegetative matter will be contained (i.e. placed in plastic bags or bins) to prevent the spread of invasive plants during transport for disposal at an appropriate	

Mitigation of Potential Environmental Impacts	Reviewed (initial)
<u>waste facility</u> - Species-specific removal requirements shall follow those within the Invasive Species Council of BC's <i>Factsheets</i> (Appendix D). Where <i>Factsheets</i> are not available for a particular species, removal requirements shall be prescribed by the QEP, which may be based on alternative guidelines or general BMPs for invasive plant management. - Clean all equipment used to remove invasive species (including hand tools) before equipment is moved to new area or taken offsite, to avoid further spread; - Clean all equipment and vehicles of soil and plant material prior to accessing the site; - All soil entering the project site shall be certified free from invasive species; - Transport invasive species to an appropriate waste facility (e.g., Comox Strathcona Waste Management Centre²) for disposal; - Revegetate disturbed areas with suitable grass seed mix and/or native vegetation upon completion of works; - Be alert for new invasive plants growing along rights-of-way and remove them promptly before they become established and spread; - Vehicle and machinery movement will be limited to work areas to reduce seed dispersal and minimize damage to plant communities, both within and beyond the Project site. - Materials used for ESC should not contain <u>invasive species</u> (i.e., straw bales); and - Noxious weeds listed under the BC <i>Weed Control Act</i> are often highly invasive and must be managed with extreme care to minimize spread of the plant to other areas. No noxious weeds have been identified within the Project footprint to date.	
<u>Wildlife Interactions</u> If there is a wildlife encounter during construction on the Project site, it must be immediately reported to the EM. This includes encounters with nests (active or potentially inactive), dens, and other wildlife habitation sites. If predators, or other large mammals, such as cougars, bears, wolves, elk, etc., should approach the work area, efforts should be made to scare them away (often using loud noise effects). If the animal returns persistently, the Provincial Conservation Officer service must be contacted to determine the appropriate course of action for managing the encounter (1-877-952-7277 (BC Report All Poachers and Polluters 24 hr Hotline)).	
<u>Species at Risk and Ecosystems at Risk</u> The following species-specific mitigation measures are required for implementation, and are generally presented beginning from the west end of the alignment to the east: Garry Oak – Existing Courtenay Pump Station: One Garry oak (<i>Quercus garryana</i>), a tree protected under the City of Courtenay <i>Tree Protection and Management Bylaw No. 2850</i>, is located 9 m from the pump station building. The tree requires tree protection zone fencing to be installed prior to construction at 3.5 m around the tree, as indicated in the EMP. Green Heron – Existing Courtenay Pump Station: Potential green heron (<i>Butorides virescens</i>), a Provincially blue-listed species, nesting habitat is present. If vegetation disturbance is required adjacent to the pump station, bird nest surveys shall be completed by a QEP or qualified EM that is supervised by a QEP. Henderson's Checker-mallow – Comox Road: Henderson's checker-mallow (<i>Sidalcea hendersonii</i>), a provincially blue-listed plant species is present along the Comox Road south toe of slope edge near the Courtenay Pump Station and further east, and likely present along Comox Road at K'omoks First Nation land (see EMP (Current) for figure showing	

Mitigation of Potential Environmental Impacts	Reviewed (initial)
locations). Although not anticipated to be disturbed by construction activities, measures shall be implemented to help prevent disturbance (e.g., installation of sediment fence), as recommended by the EM prior to construction in the area. • Barn Owl and Barn Swallow – 2754 Farview Road: There is potential for barn owl (<i>Tyto alba</i>), a SARA Schedule 1 Threatened and Provincially red-listed species, and barn swallow (<i>Hirundo rustica</i>), a SARA Schedule 1 Threatened species, nesting in/on the buildings at 2754 Farmview Road. Works are not anticipated to physically impact nests; however, activities could cause behavioural disturbance of nesting activities. Prior to adjacent construction if starting within the nesting season, the QEP or qualified EM that is supervised by a QEP, shall conduct nest surveys. If active nests are identified, the QEP shall prepare site-specific mitigation measures. See Appendix C, Sheet Number FM-SKE-H-004. • Seashore Saltgrass/ Pacific Swampfire – Jane Place/Comox Pump Station: The seashore saltgrass – Pacific swampfire (<i>Distichlis spicata</i> – <i>Sarcocornia pacifica</i>) Provincially red-listed ecosystem at risk is present next to the Jane Place/Comox Pump Station. No works shall occur outside of the existing developed/disturbed footprint without review and approval by the QEP. See Appendix C, Sheet Number FM-SKE-H-019. • Red-legged Frog – Lazo Marsh at Lazo Road: Red-legged frog (<i>Rana aurora</i>), a Provincially blue-listed and SARA-listed Schedule 1 Special Concern species, has a listed occurrence in Lazo Marsh from 2007 documented by the BC Conservation Data Centre. Works shall remain within the road corridor, appropriate ESC measures shall be implemented, as recommended during construction by the EM, and appropriate salvage measures, as provided in the Wildlife Interactions section, shall be implemented during Lazo Marsh sanitary forcemain culvert intersection works. See Appendix C, Sheet Number FM-SKE-H-015. • Treed Wetlands – Northeast of Comox Valley Water Pollution Control Centre: Two wetlands and their riparian areas are present and contain ecosystems at risk. The trembling aspen/ Pacific crab apple/ slough sedge (<i>Populus tremuloides</i>/ <i>Malus fusca</i>/ <i>Carex obnupta</i>) provincially red-listed ecosystem at risk and Sitka spruce/ slough sedge (<i>Picea stichensis</i>/ <i>Garex obnupta</i>) provincially blue-listed ecosystem at risk, are present within the southeastern and southern portions of the eastern wetland, as identified by Current Environmental (2022). The sanitary forcemain alignment is between the two wetlands. The extents of the wetlands have been delineated by AECOM (AECOM, 2024b). See Appendix C, Sheet Number FM-SKE-H-018. The following mitigation measures shall be implemented: - All work and clearing within the boundaries of the wetlands will be avoided; - Clearing within the riparian areas of the wetlands shall be limited to the extent necessary to enable installation of the sanitary forcemain; - Any clearing for laydown or staging shall occur outside of a 30 m riparian buffer and outside of ecosystems at risk boundaries, if feasible; - Clearing limits shall be flagged and fenced (e.g., snow fencing) in this area prior to clearing; and - A rare plant survey, including wetland riparian areas shall be completed by a QEP during the growing season prior to clearing. If rare plants are present, a QEP shall develop a management plan for implementation, prior to clearing. The plan will include restoration activities to be implemented following construction. The following general mitigation measures to avoid and minimize harm to species at risk: • Do not handle wildlife without a General Wildlife Permit issued under the BC <i>Wildlife Act</i>; • Survey suitable habitat for the presence of species at risk (focal species and their key habitats are detailed in the project EMP (CEL, 2022b)) prior to any disturbance being made in those areas (See Appendix C); • During administration of the Environmental Orientation Record (EOR; Appendix A), the EM	

Mitigation of Potential Environmental Impacts	Reviewed (initial)
will familiarize work crews with identification of species at risk likely to be encountered and will outline crew protocols for informing the EM of occurrences. • If any species at risk are detected, increase efforts to locate others in the area and/or move work to another part of the site for the remainder of the day; and • Minimize disturbance of natural vegetation, particularly near streams and wetlands.	
<u>Aquatic Habitats and Crossings</u>	
Works near waterbodies require the following mitigation measures to be implemented: • All streams, <u>ditches</u>, wetlands, ponds, or any waterbody associated with this project are presumed to be fish bearing, <u>with exception of the wetlands north of the CVWPCC that are isolated from any watercourse, are unlikely fish bearing</u>. Avoid or minimize riparian clearing near aquatic habitats and do not excessively disturb soils and plants; • Do not cause any negative effects to any water body that would result in that waterbody being non-compliant with the <i>BC Approved Water Quality Guidelines: Aquatic Life, Wildlife and Agriculture</i> (2023) and the associated Canadian Council of Ministers of the Environment (CCME) <i>Canadian Water Quality Guidelines for the Protection of Aquatic Life</i> (2002); • Water quality monitoring will include collection of baseline (pre-disturbance) measurements as well as during and after any work near or in aquatic areas, at locations and frequencies determined by the QEP. At a minimum, turbidity measurements are required and will be collected using calibrated handheld electronic meters. Dissolved oxygen, temperature, and pH will be measured at the discretion of the QEP. Water quality measurements will be compared against <i>BC Approved Water Quality Guidelines: Aquatic Life, Wildlife & Agriculture</i> (2023) and CCME <i>Canadian Water Quality Guidelines for the Protection of Aquatic Life</i> (2002); any exceedances will be reported in an Environmental Incident Report (EIR; Appendix B) and weekly EM reports. • Perform frequent visual checks of streams and wetlands near construction activities. If sediment is observed in a stream or wetland, work will stop and the EM contacted; • Implement sediment and erosion control measures, as appropriate (see details in the Erosion & Sediment Control section); • Restore any disturbed streambanks to pre-construction or natural conditions; • Avoid stockpiling of material on stream banks and in riparian zones; • Use sediment fence along creek banks; • Limit equipment access to banks or areas adjacent to waterbodies; • Limit grubbing on watercourse banks to the area required for the footprint of the works, undertakings and activities; • Construct access points and approaches perpendicular to the watercourse or waterbody, where possible; and • Operate all equipment from a dry location above the high-water mark. • For instream works, the following mitigation measures shall be implemented: • Adhere to all requirements for making changes in and about a stream (Lazo Marsh culvert works, as provided in the Terms and Conditions received from the <i>Water Sustainability Act</i> Section 11 Notification; • Adhere to all requirements for works within and near fish habitat (Lazo Marsh culvert works, works along Comox Road), as provided in an anticipated letter provided by Fisheries and Oceans Canada following submittal of a request for project review;	

Mitigation of Potential Environmental Impacts	Reviewed (initial)
• Adhere to the BC <i>Requirements and Best Management Practices for Making Changes In and About a Stream in British Columbia</i> (Government of BC 2021); • Disturbed channels are to be restored to pre-construction condition upon completion of project activities; and • Equipment to use biodegradable oils and lubricants when working instream, and on banks. • All instream works, including those through Lazo Marsh (temporary removal of culvert sections), the Courtenay Pump Station storm sewer outfall works into Courtenay River Estuary, and the crossing of Glen Urquhart Creek (required in the event of damage to a culvert), shall be isolated from stream flow/ water and conducted in the dry to help prevent impacts to fish, amphibians, and water quality, and will be completed using the following measures: Following fish salvage (see above requirements in the Salvage subsection), instream isolation measures shall be installed, such as steel road plates for marshland areas or 1 tonne or regular sized sandbags wrapped with plastic (poly or tarpaulin) sheeting. Clean Pit run material (free of sediment) may be used to fully seal the isolation, if needed; Gradually dewatering the instream work area and preventing suction hoses from intaking fine sediment (e.g., suspending the hoses or creating a rock-lined sump); and Rewatering the instream work area gradually and allowing potentially generated sediment to settle before fully removing isolation; • The following DFO Codes of Practice shall be adhered to during instream works, as required: - <i>End-of-Pipe Fish Protection Screens for Small Water Intakes in Freshwater</i> (interim) and <i>In-Water Site Isolation</i> (interim) (DFO 2023a): These Codes of Practice will be adhered to if dewatering is required for the potential instream work area for the culverts connecting the north and south ends of Lazo Marsh and for installation of a storm sewer headwall in the Courtenay River Estuary from the Courtenay Pump Station. • The following DFO's <i>Measures to Protect Fish and Fish Habitat</i> shall be implemented for instream works (DFO 2023b): - Minimize affecting fish by conducting instream work during the default reduced risk work window of August 15 to September 15; - Maintaining riparian vegetation where possible, such as by avoiding tree and shrub removal, using existing trails and roads, and using measures to prevent soil compaction (e.g., swamp pads); - Conducting works, undertakings, and activities on land. This can be achieved by conducting all works from land, when possible, and not disturbing stream/river banks; - Maintaining fish passage; - Ensuring proper sediment control by avoiding introduction of sediment into the water, implementing an ESC plan, regularly inspecting ESC mitigation measures, keeping ESC measures installed until disturbed ground is stabilized, maintaining water quality, and avoiding instream works during periods of high rainfall; and - Preventing entry of deleterious substances in water.	
<u>Erosion and Sediment Control Plan</u>	
Project activities are to be conducted in a manner that avoids potential for erosion and introduction of sediment or sediment-laden waters into any watercourse. The fundamental approach to ESC is to keep clean water clean and contain and manage water that collects or lands within work areas. Areas requiring ESC measures, include but are not limited to: • Along the banks of waterbodies, including Courtenay River Estuary, Glen Urquhart Creek,	

Mitigation of Potential Environmental Impacts	Reviewed (initial)
Lazo Marsh, and the ditch located approximately 100 m east of K'omoks Pump Station, and any ephemeral streams/seeps where water is present and there is risk of sediment entering a watercourse; • Laydown areas and areas with stockpiles; • Along sloped areas where runoff from construction is likely to occur; and • Areas with increased equipment/vehicle traffic adjacent to watercourses (i.e., bridges and culvert crossings). MKJV will install and maintain ESC measures where required. It is the responsibility of the EM to monitor and provide recommendations for improvement on ESC measures. The following general BMPs for mitigation and management for ESC will be followed: • ESC works will be implemented prior to start of land disturbance and will be maintained and repaired in a timely manner throughout the Project; • Applicable aspects of <i>Requirements and Best Management Practices for Making Changes In and About a Stream in B.C.</i> (MoE 2022), <i>Land Development Guidelines for the Protection of Aquatic Habitat</i> (DFO 1992), and <i>Develop with Care 2014: Environmental Guidelines for Urban and Rural Land Development in British Columbia</i> (MOE 2014) will be applied; • Erosion and sediment transport will be controlled close to the source and to the extent possible, contained within construction areas. This may require tarping of material stockpiles or steep disturbed slopes; • Additional mitigation measures will be applied as necessary based on site observations to maintain worksite isolation and prevent the introduction of sediment laden water to any waterbody, adjacent property, or roadway; • All mitigation measures will be maintained until construction is complete and the affected areas are stabilized. This may require revegetation of some areas; and • Locate laydown areas on flat, stable surfaces at least 30 m from any waterbody.	
Spill Prevention and Emergency Response Spill response, containment, recovery, and clean-up procedures are described in this section. MKJV is responsible for providing the necessary equipment required for spill response. MKJV will have a list of hazardous materials and products along with the appropriate Safety Data Sheets on site. The procedures of this spill response plan will be in accordance to the BC Spill Reporting Regulation under the <i>Environmental Management Act</i>. The following materials will be readily available on site for implementation, if required: • Spill kits will be available and labelled at designated locations; • Spill kits will be inventoried and re-stocked regularly, including immediately after a spill response incident; • A spill kit capable of containing the largest spill possible, shall be always available during construction. • Spill response equipment (e.g., absorbent pads, pillows, oil sponges, socks) will be used to clean hydrocarbon spills; • Absorbent booms and pads will be kept on-site to skim hydrocarbons if detected in water; • Spill kits will be carried in project vehicles. The required contents are to be carried in each vehicle inside a container marked "Spill Kit". The minimum required content of vehicle spill kits is: • Goggles, PVC gloves, 10 absorbent pads, 2 absorbent booms (3 m), 1 container of emergency sealant, 3 heavy duty plastic bags. • When working within 30 metres of a waterbody with equipment that may result in a spill of a hazardous substance, suitable types and quantities of spill response equipment and containment	

Mitigation of Potential Environmental Impacts	Reviewed (initial)
measures must be on site and available for deployment in the event of a spill; and • Appropriate training of workers in the use of spill response equipment, including the location, type, and correct deployment of spill response equipment relating to the nature and location of work and potential onsite spills. The following spill response, notification and reporting procedures are to be implemented in sequential order in the event of a spill of fuel, oil, lubricant, or other harmful substance: • Make the area safe • Stop the flow (when possible) • Secure the area • Contain the spill • Clean-up • Notify/Report • MKJV Site Superintendent will verbally report to the EM as soon as practical, what, how and where the incident occurred along with how the spill was cleaned up. Further assessment of environmental impact or additional clean up may be required by the EM. • MKJV Site Superintendent will determine appropriate regulatory notification obligations, with assistance from the EM, if needed, and will report spills within 24 hrs. MKJV will be responsible for preparing end-of-spill reports for submission to the Province of BC. • Spills in water, regardless of amount, are reported to the Emergency Management BC (EMBC) emergency coordination centre (1-800-663-3456) within 24 hrs by the MKJV Site Superintendent. • Report harmful impacts to fish and fish habitat and deposit of deleterious substances to DFO using the Observe Record and Report hotline (1-800-465-4336) within 24 hrs by the MKJV Site Superintendent. • Refer to the CEMP for more information.	
<u>Concrete Management</u> Concrete leachate is alkaline and when it contacts water, it has the potential to change pH levels and cause harm to fish and other aquatic life. Concrete work will be carried out according to industry best practices. Best practices to prevent works involving the use of concrete, dust created from pulverized concrete, cement, mortars, and other Portland cement or lime-containing construction materials, from depositing, directly or indirectly, sediment, debris, concrete, concrete fines, wash or contact water into or about any waterbody. These include: • Isolate uncured cast-in-place concrete from runoff flowing off site for a minimum of 48 hrs, or until pH is 6.5 - 9.0 and turbidity is within acceptable limits; • Not wash concrete equipment and tools within 10 m of any aquatic areas or in proximity to storm drain systems. Designated concrete wash down station(s) will be located by MKJV at a safe distance away from any VECs and will be lined with plastic sheeting to contain all wash water; • Monitor pH and implement mitigation measures, as needed, if pH in the receiving environment is altered more than 1.0 pH unit from the background level, or is recorded below 6.0 or above 9.0 pH units; • Have a CO₂ tank, regulator, and a long hose with a gas diffuser, available during concrete work to neutralize pH in the event of runoff of concrete affecting water into the environment; • Not use dilution and filtering as methods to control concrete leachate, which may cause further spreading; and • Contain and remove any concrete waste from site. Page 97 of 301	

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<u>Soil and Groundwater Management</u> A Limited Phase I Environmental Site Assessment was conducted by Current Environmental (CEL 2022c) and a Limited Phase II Environmental Site Assessment (ESA) was conducted by Core6 Environmental for areas of potential environmental concern (APEC) at Courtenay Pump Station and Comox Valley Pump Station (Core6 2022). The Phase I and II ESA identified APECs associated with: • APEC 1 – Ferrous chloride storage and spill at Courtenay Pump Station • APEC 2 – Discarded drums at Comox Water Pollution Centre • APEC 3 – Potential underground storage tank at the southeast side of the Courtney Pump Station building Additional APECs associated with following BC Contaminated Sites Regulation (CSR) Schedule 2 Activities were noted for the Comox Water Pollution Control Centre (CVWPCC): • H16 – Septic tank pumpage storage or disposal • H17 – Sewage lagoons or impoundments • H18 – Hazardous waste storage, treatment or disposal • H19 – Sludge drying or composting The identified areas of potential environmental contamination listed above have been overlayed with the Project alignment drawings in Appendix C. It is AECOM's understanding that any soils excavated as part of the project at the CVWPCC and decommissioned Courtenay Pump Station will be reused on that property. The overlay drawing is being provided for information and MKJV should take extra care to monitor for suspect contaminated soils (APEC 1 on Courtney Pump Station). If suspect or known contaminated soils are expected to be removed from site, MKJV (excluding AECOM) will need to characterize any suspect soil per the BC CSR standards and associated protocols prior to disposal off-site and any known contaminated soils exceeding CSR industrial land use standards shall be disposed of at an authorized facility. Additionally, there is also potential for encountering suspect contaminated soil or excavation water sourced from groundwater along the other parts of the Project alignment. Refer to the CEMP, Section 6.10.2 for Chance Find Procedure for Contaminated Soil and Section 6.10.3 for Soil Stockpile and Laydown Areas. Water to be discharged to storm sewers or watercourses from the excavated trench that may be sourced from groundwater or precipitation will be monitored, as appropriate, against the applicable provincial Approved Water Quality Guidelines, as outlined in Table 3 in Section 7.7.1, or BC CSR Schedule 3.2 Standards. In addition, the Town of Comox <i>Drainage Infrastructure Protection Bylaw (No. 1824)</i> requires discharge water total suspended solids to be less than 25 mg/L and turbidity to be less than 20 NTU. In-situ sampling of water quality parameters listed in Table 3 is to be conducted for compliance with City Bylaw and provincial guidelines and can indicate the need for laboratory analysis. As such, water removed from excavations will be treated, as needed, to meet these standards prior to discharge. Construction of municipal works that require the pumping of groundwater from excavations do not require a use approval under the <i>Water Sustainability Act</i>, as long as the water is immediately discharged, and it is not used for any purpose.	
<u>Archaeological and Heritage Resources</u> The project is situated within the consultative boundaries of K'ómoks First Nation, Nanwakolas Council, Qualicum First Nation, Tla'amin First Nation, We Wai Kai First Nation, Wei Wai Kum First Nation, and Xwemalkwu First Nation. First Nations and other heritage resources will be responsibly managed by the MKJV throughout all aspects of the Project according to the following criteria:	

Mitigation of Potential Environmental Impacts	Reviewed (initial)
- Through a "Proposed Cultural Heritage Impacts Mitigations" report by Jesse Morin, PhD (Draft #4), a two-phase assessment of program of investigation and identification of project construction mitigation measures have been provided. The Chance Find Procedure (to be developed and provided by the Owner's consultant) will be followed if suspect archaeological material is encountered. The Chance Find Procedure will also provide direction on how to identify suspect archaeological material; - Site alteration permits (SAP) and Heritage Inspection Permits (HIP) have been acquired by the Owner; - If any suspect archaeological or heritage material is encountered, MKJV will immediately advise the CVRD of the discovery and follow at a minimum the procedures set out in the Chance Find Procedure established by the Owner's Archaeological Consultant; and - MKJV shall act reasonably and cooperate with all requests from the archaeologists designated by the CVRD to inspect construction of the Work.	
<u>Fire Prevention and Response</u> MKJV will provide a detailed Fire Prevention and Response Plan separate from this CEMP, which will contain a minimum of the following procedures and protocols to be implemented during construction to minimize the potential for a fire on site: - Smoking will be prohibited near dry fuel, explosives, fuel and hazardous materials; - Fire equipment will be located on site including fire extinguishers, fire blankets, shovels, ladders, hand-tank pumps, etc.; - Construction personnel will be aware of firefighting techniques, as appropriate; - All vehicles will be equipped with fire extinguishers, as appropriate; - No open fires or burning of brush is permitted on site; - Vegetation around the perimeter of the work site will be irrigated or wet down during high fire risk season, as necessitated by the type of activity that could create sparks or open flames; - Shutdown thresholds and procedures for prevention, equipment, and restrictions will refer to <i>BC Forest Fire Prevention and Suppression Regulation</i>; and - Fuels will be contained in designated and safe storage areas/sheds out of direct sunlight.	
<u>Air Quality Management</u> Air emissions, such as vehicle/equipment exhaust, dust, vapours, and greenhouse gasses should be minimized to avoid adverse environmental, health, safety, and nuisance effects both on and off site. The following mitigation measures related to material handling, access, and vehicles will be applied to control emissions of fine particulate matter (PM_{2.5} and PM₁₀), dust, and greenhouse gases: - Equipment will be in good working order; - Material stockpiles and work areas prone to wind erosion will be stabilized; - Trucks will be loaded in a manner to avoid spilling during transport and shall be covered to contain soils; - The burning of oils, rubber, tires, or any other material, shall not occur on site; - Stationary sources of emissions, such as generators, will be turned off when not in use; - All equipment will be kept in well maintained condition, used at optimal loads, and repaired, as required, to minimize emissions; - The use of chemical dust suppressants, such as calcium lignosulphate, sodium lignosulphate, magnesium chloride, or hydrocarbon-based products, shall be avoided;	

Mitigation of Potential Environmental Impacts	Reviewed (initial)
- Fugitive dust emissions will be managed and will be controlled, as necessary, through mitigation measures, such as the application of mulch and/or water to ground, vehicle wash down facilities, crushed rock exits from construction sites, sweeping paved surfaces using a skidsteer sweeper (or equivalent), and full containment of any concrete work that produces dust. - Engine idling will be minimized to the extent feasible; and - Truck loads will be optimized to reduce the number of trips between the source and destination.	
<u>Noise and Vibration</u> The following mitigation measures related to noise and vibration will be adhered to during project works: - Maintain equipment in good working order; - Maintain vehicles according to manufacturer's guidelines. Vehicles and equipment should be inspected on a regular basis by the contractor and maintained, as required; - Implementing standard practices and use of "Best Available Control Technologies" for noise control on equipment, such as mufflers and silencers; and - All personnel, contractors, and suppliers shall adhere to posted speed limits and safe operating speeds for all vehicles along	
<u>Waste Management</u> Non-hazardous solid wastes shall be sorted into separate, clearly labelled bins and recycled, if possible. Recyclable wastes, include cardboard, wood, metal, and approved plastics. Non-hazardous and non-recyclable wastes shall be included as general refuse and disposed of at the local landfill. Waste material generated during construction will be handled using industry accepted BMPs, such as: - Waste disposal containers are to remain within the designated contractor laydown areas; - Where practical, recyclable materials (e.g., wood, paper, cardboard, plastic, glass, organic, Styrofoam) shall be segregated before transport to the appropriate facility; - Waste materials must be secured to prevent the development of leachate from material contact with rain and surface water. Examples include placing lids over waste disposal containers or lining with poly sheeting; - Organic (food) wastes shall be stored in containers with a secured lid and removed from the site daily to avoid attracting wildlife. Removal of food waste materials should be completed daily to help prevent potential wildlife encounters; - Hauling of project materials with the potential to generate "flyaway" waste, shall be adequately secured; - Cigarette butts shall be disposed of off-site or within on-site disposal containers; - Any vegetation that needs to be removed from the site will be stored at a designated storage area. No cut vegetation will be left at the work site unless directed otherwise by the EM; and - Upon completion of work, all surplus materials and equipment will be removed from the site by QEP. The site will be left in a condition that is acceptable to the EM. Hazardous Substances and Hazardous Products used on site will be transported, stored, removed, and disposed in accordance with <i>Hazardous Waste Legislation Guide</i> (BC MOE 2016) and with all other relevant legislation.	

Mitigation of Potential Environmental Impacts	Reviewed (initial)
Hazardous materials may include any controlled or hazardous substances used on the Site, such as, asbestos, fuels, used fuels, oils, oil filters, greases, bitumen, lubricants, solvents, cement, paints, solvents, batteries, cleaners, dust suppressants, PCBs, and used spill cleanup materials. Hazardous waste that is spilled could affect surface water quality, air quality, fish habitat or wildlife habitat. Prevention of such occurrences is best undertaken by conformance with BMPs and spill prevention measures (e.g., secondary containment, spill kits). All hydrocarbon products and other hazardous wastes potentially present during project activities will be identified and the associated Workplace Hazardous Materials Information System (WHMIS) Safety Data Sheets (SDS) will be made available to all construction team members. WHMIS labels must be on all controlled materials. Hazardous waste generated by contractors must be stored and handled according to the BC <i>Hazardous Waste Regulation</i>. For temporary storage on-site, this will include: • Covered containment using approved containers; • Isolation from flammable and combustible materials (> 10 m); • Proper labelling, inventory, and documentation; and • Storage at least 30 m away from storm drains and waterbodies. • All hazardous wastes shall be transported off site to appropriate disposal areas using appropriate manifests and record keeping in accordance with the BC <i>Hazardous Waste Regulation</i> and Federal <i>Transportation of Dangerous Goods Act</i>. All manifests should be kept on-site and provided to the Project owner and made available to the EM upon request.	
<u>Site Restoration and Protection of Sensitive Habitats</u>	
MKJV will restore the Project site and disturbed sensitive habitats upon completion of Construction or ideally, as soon as possible. Restoration requirements shall include: • Disturbed areas will be recontoured to a stable angle, returning them as closely as possible to their natural state, and protected from erosion using permanent natural methods and materials. Permanent erosion protection may include re-seeding with an approved weed-free seed mixture and/or installing biodegradable erosion control blankets. All seeding shall be planned to allow establishment before the end of the growing season (early fall or early spring). • At the end of the project, all equipment, supplies, and non-biodegradable materials will be removed from the site. • Under the direction of a QEP, place salvaged large woody debris (LWD) in impacted riparian areas (e.g., in disturbed areas outside of long-term maintenance access paths) within 30 m of wetlands to provide habitat for wildlife. • Retain and use LWD to enhance habitats along rehabilitated corridors, but avoid creation of long linear stacks of woody debris (windrows) that may hinder wildlife movement; • Install gates at permanent and natural barriers (e.g., boulders, LWD, berms) at temporary Project access points to prevent public vehicular access into sensitive habitat; and • Stockpile excavated topsoil for reuse in site remediation when such topsoil does not contain invasive plant species.	

The undersigned have been briefed on the environmental risk and protection requirements of the work, as detailed above.

Design-Builder Environmental Representative	Signature	Date
Design-Builder Construction Representative	Signature	Date

Crew Leader Signoff

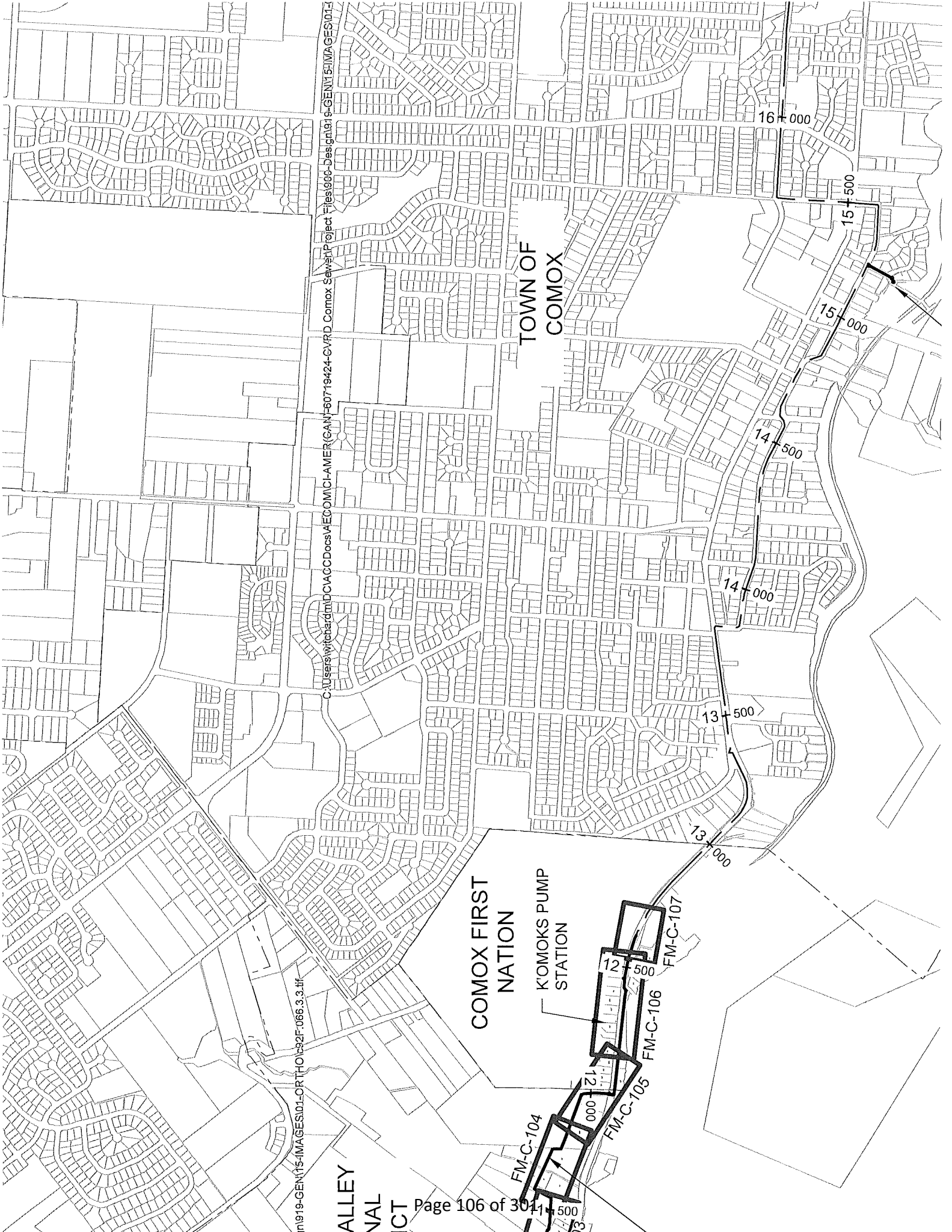
All crew leaders, including sub-contractors, must review and sign this EOR. Crew leaders will also review and sign this EOR with replacement crew leaders.

Crew Leader Name and Company	Signature	Date

Appendix B Environmental Incident Report

Environmental Spill/ Incident Report Form		
Date Spill/Incident Started:		Time Spill/Incident Started:
Date Spill Incident Ended:		Date Spill/Incident Ended:
Type of Spill/Incident:		Location of Spill/Incident
Contact Information of Person Reporting the Spill		
Name:	Tel:	Firm:
Contact Information of Person Involved in the Spill (if different from above)		
Name:	Tel:	Firm:
What was affected? ☐ Soil ☐ Surface Water ☐ Groundwater ☐ Air		
Description of Spill/Incident and Cause:		
Spill Response Completed (Describe):		
Containment:		
Cleanup/ Recovery:		
Disposal of Spilled or Contaminated Materials:		
Reporting Details and Agencies Involved:		
Steps for Future Prevention:		
Reporter Information:		
Name:	Phone:	Company:
Signature: _____		

Appendix C Environmental Alignment Sheets



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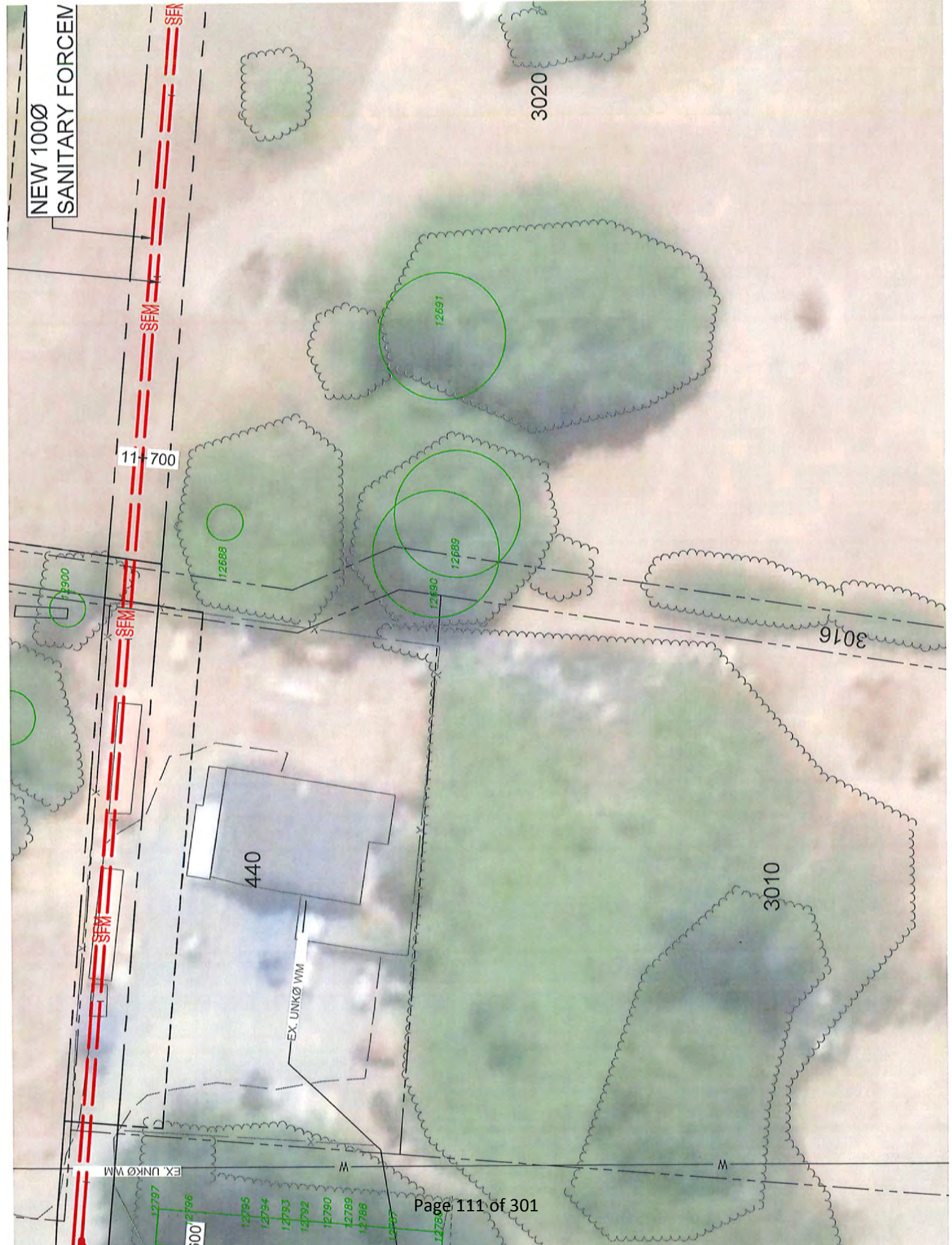


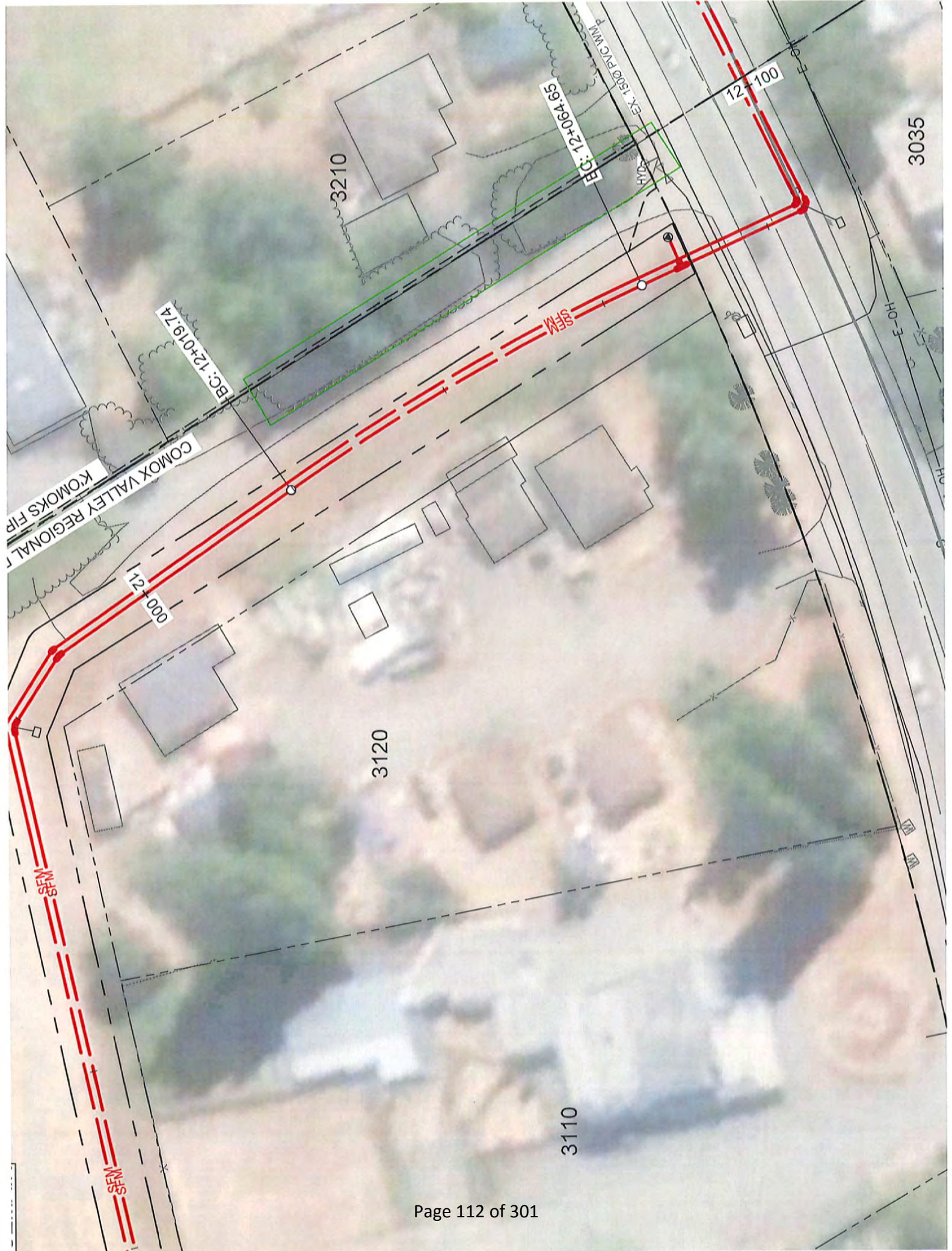
BARN
SWALLOW/OWL
HABITAT ROOSTING
POTENTIAL
(SPECIES AT RISK)
(REFER TO CEMP)

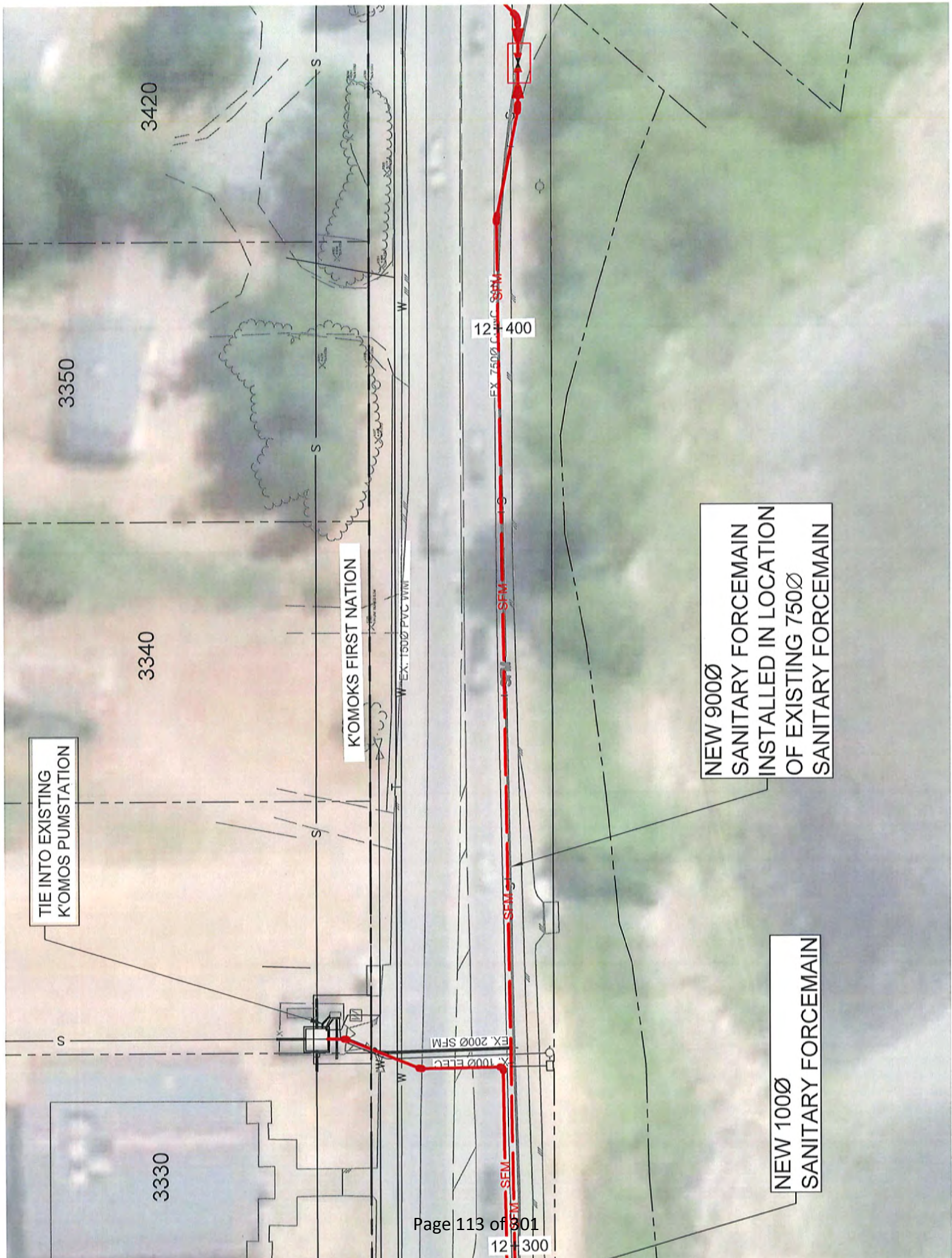
NEW 100Ø
SANITARY FORCEMAIN

NEW 900Ø
SANITARY FORCEMAIN





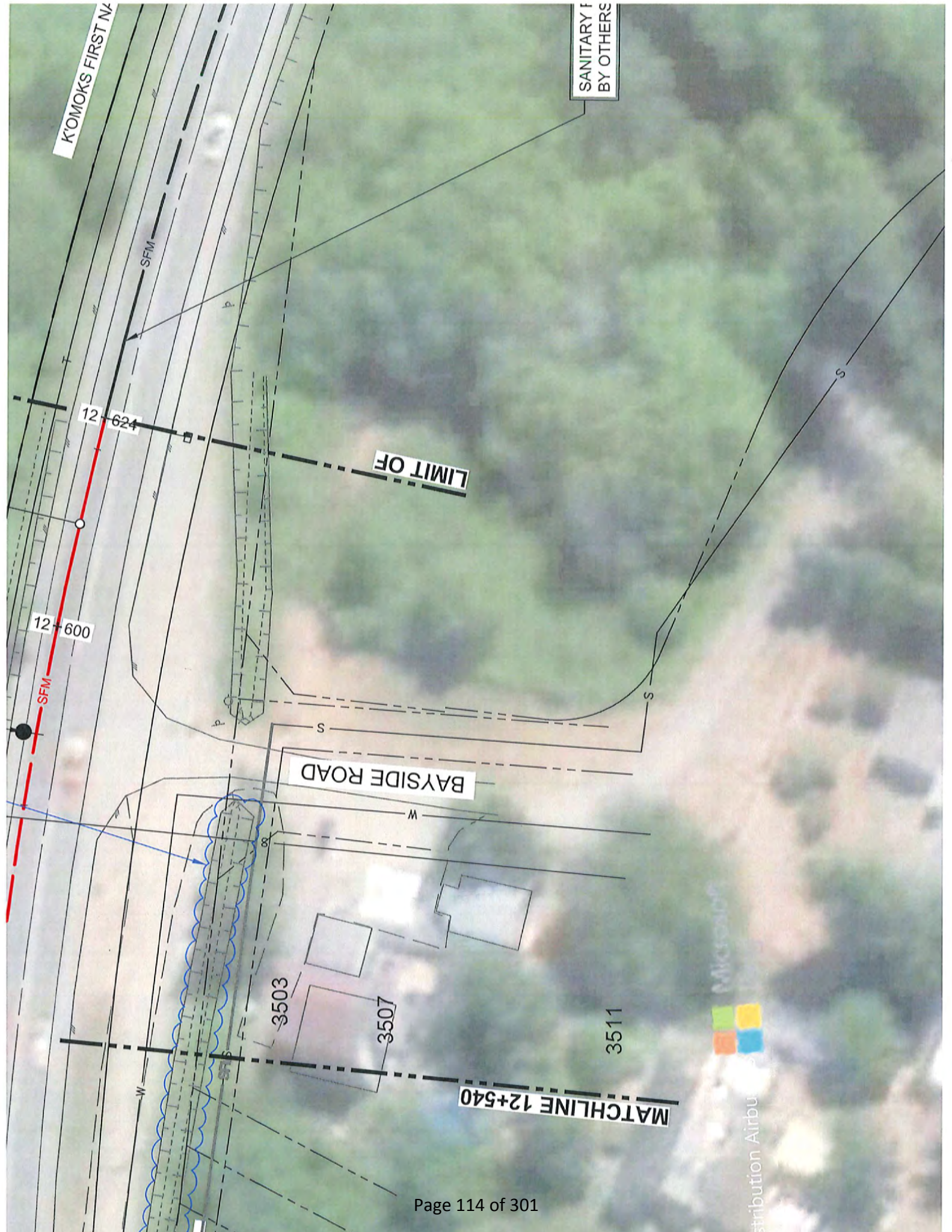




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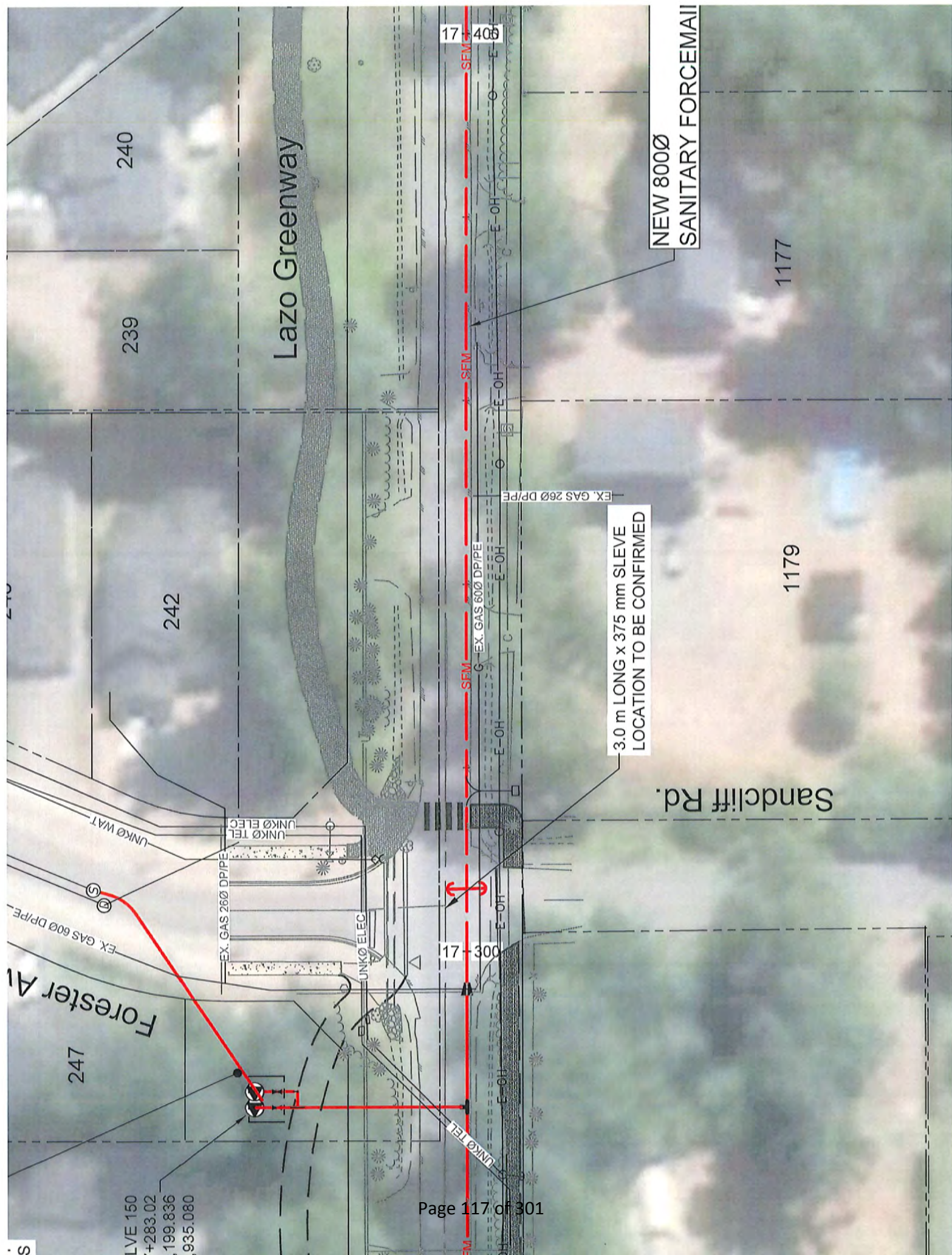
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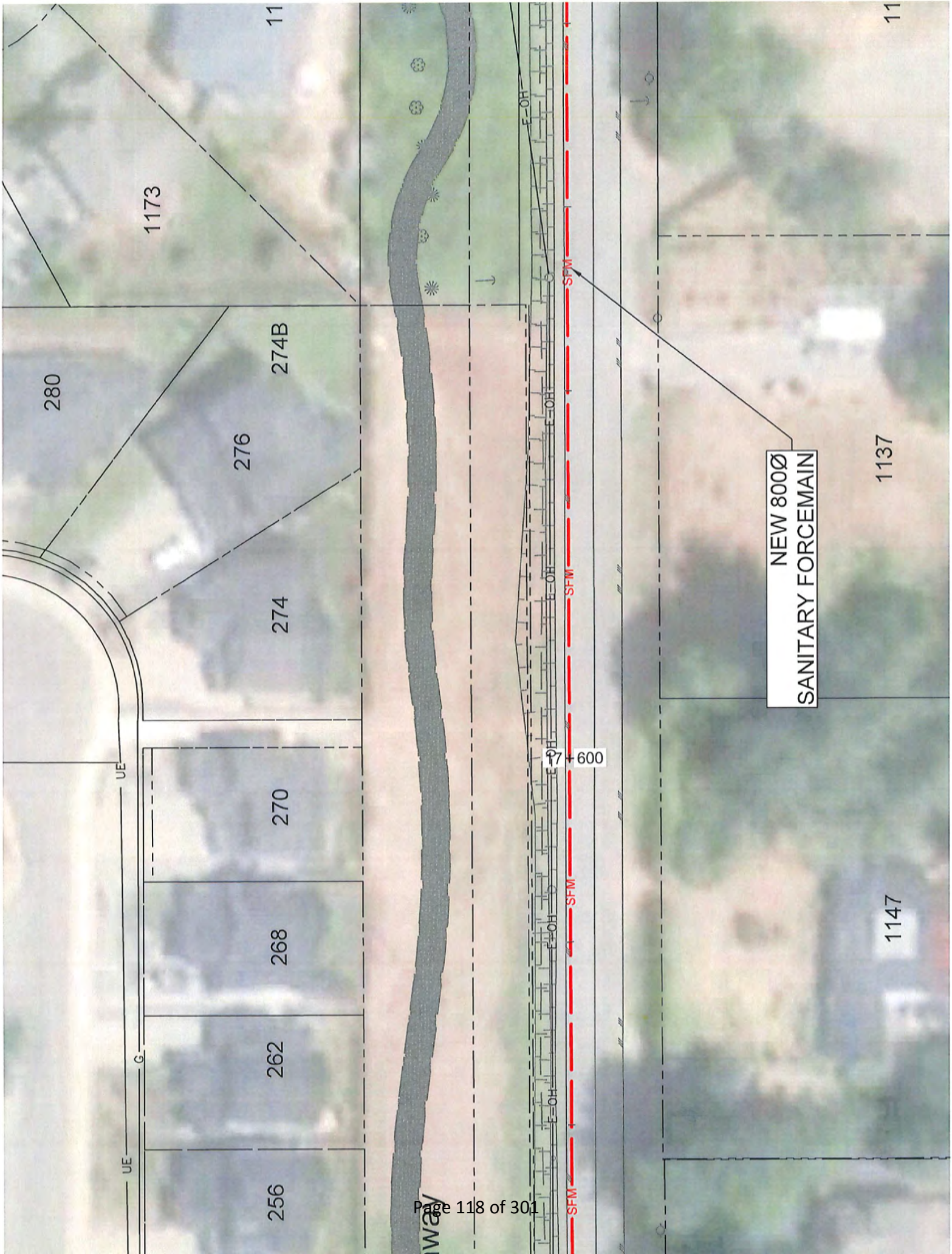
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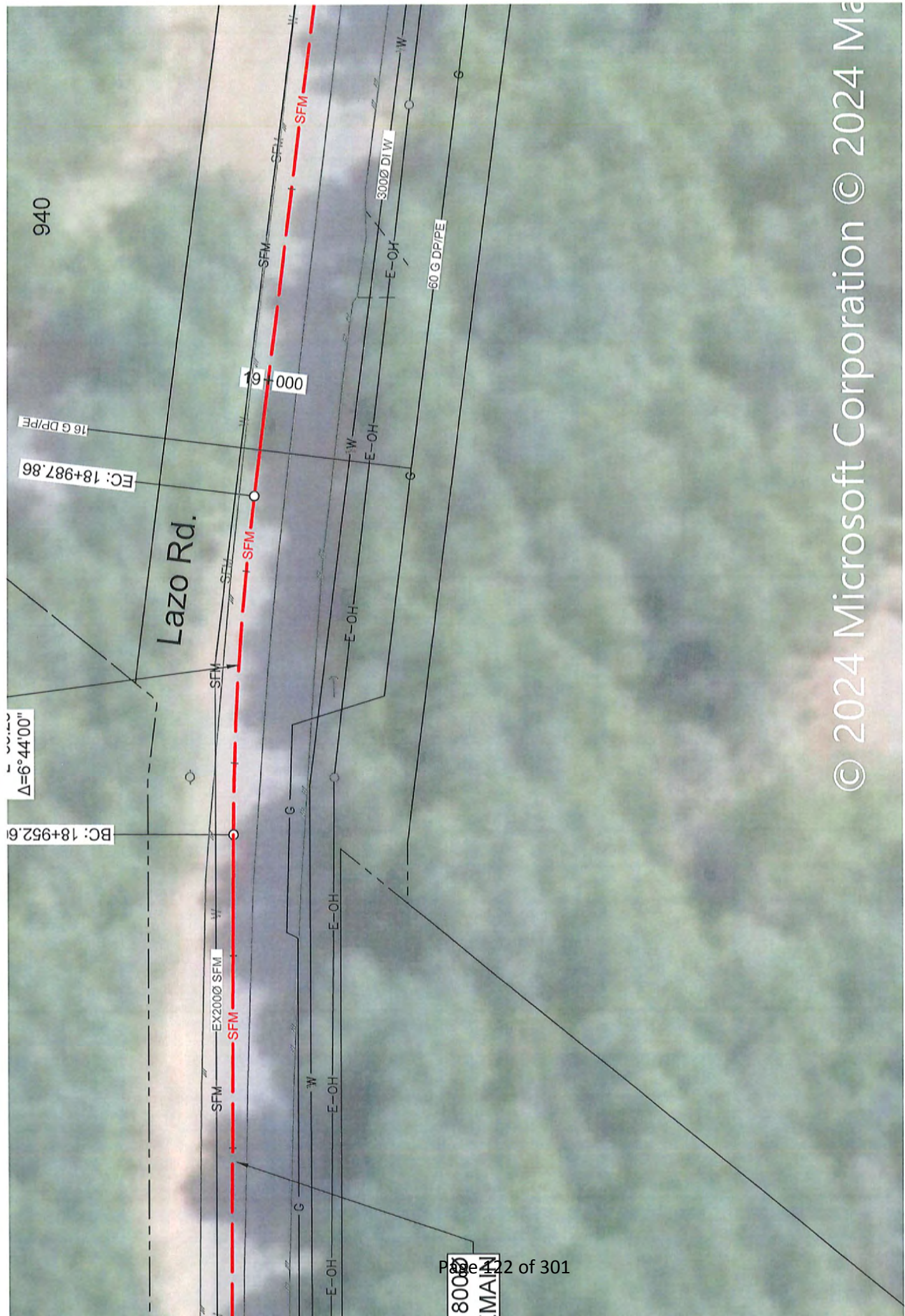
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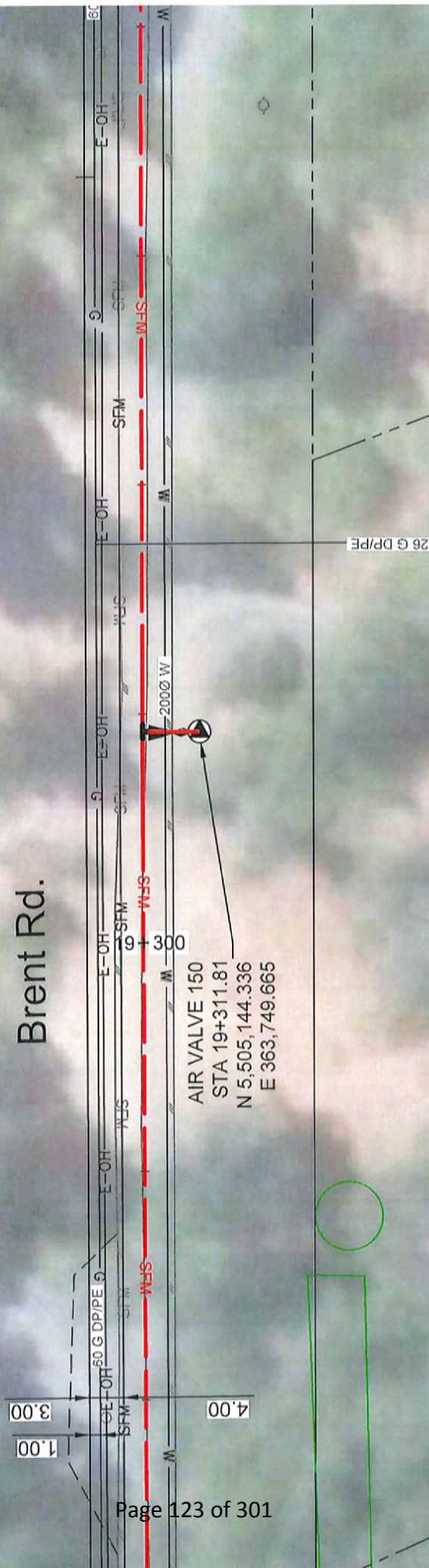


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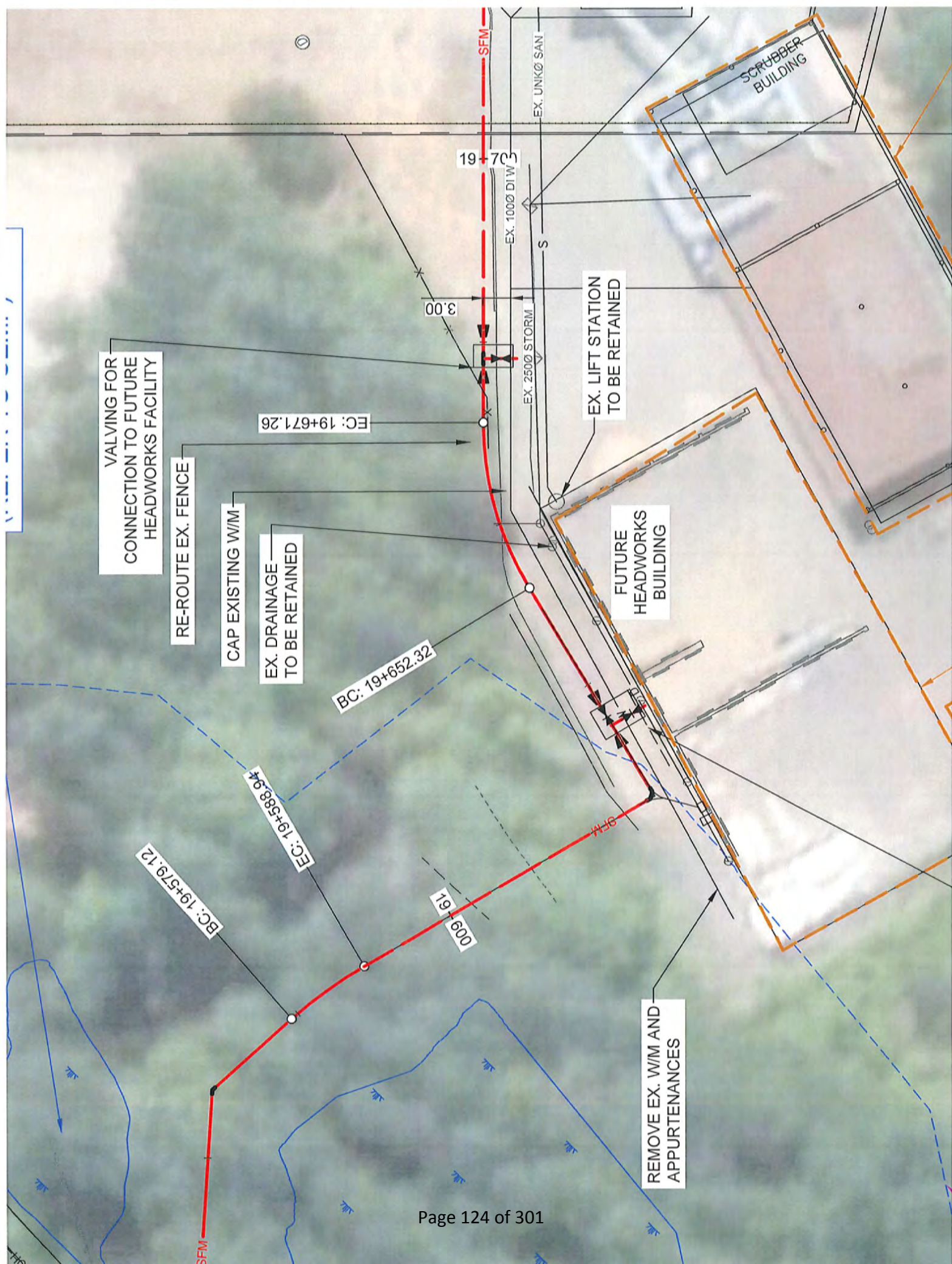
Brent Rd.

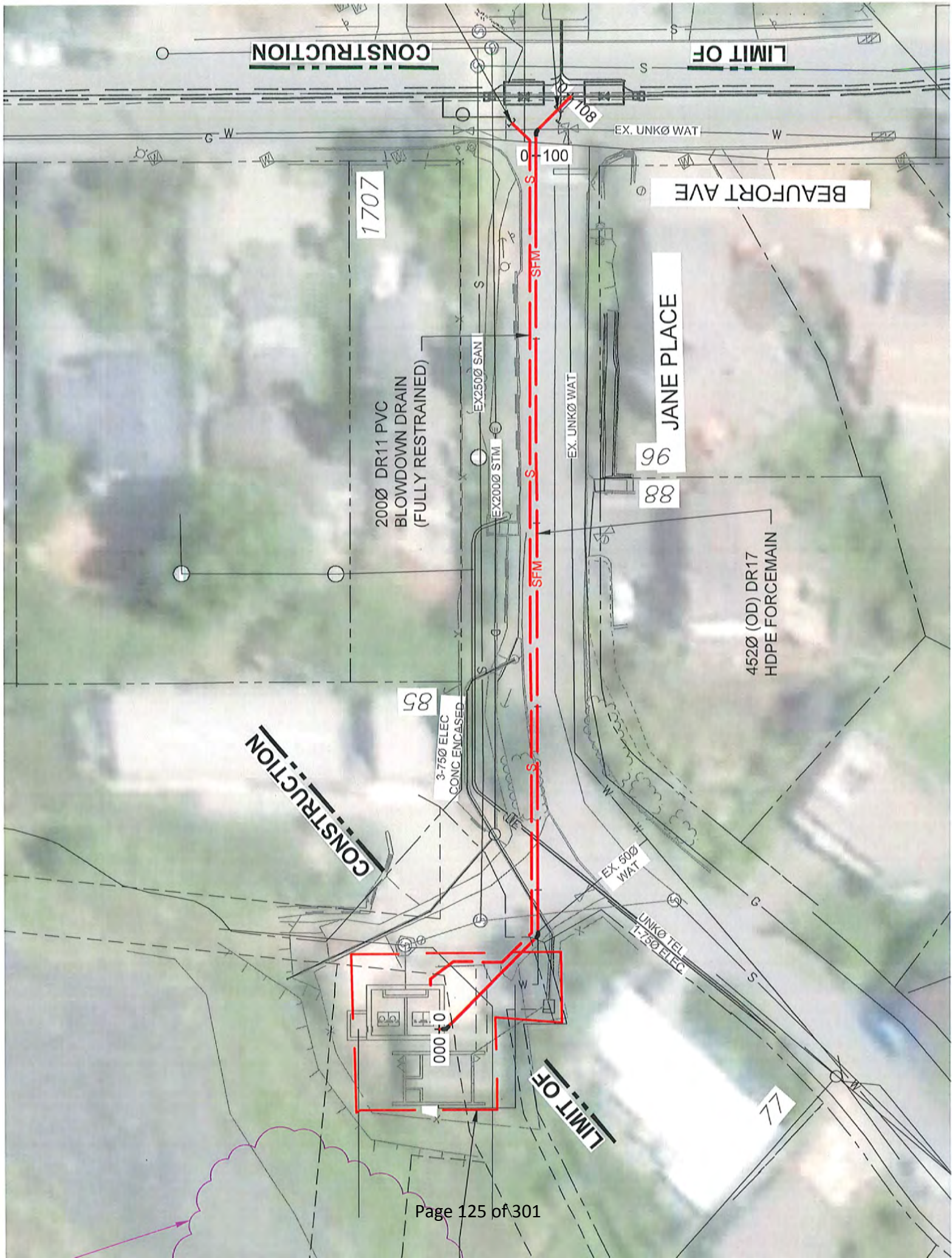


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Appendix D Invasive Species Council of BC Factsheets

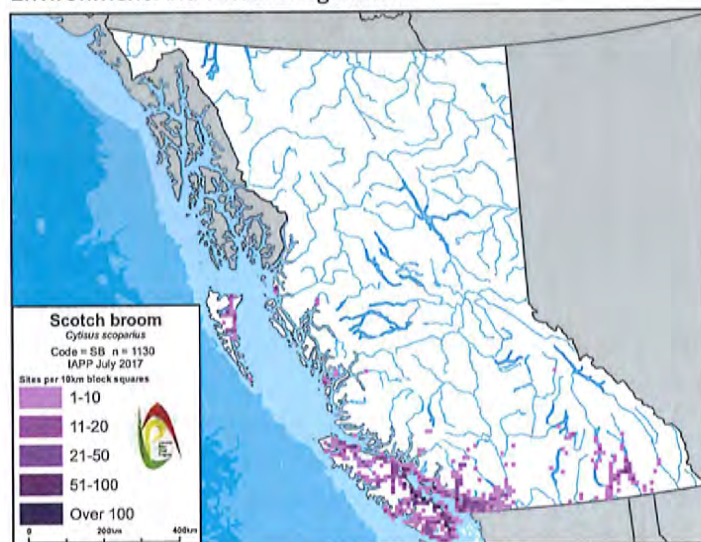
Scotch Broom *Cytisus scoparius*

About Scotch Broom

Native to the Mediterranean areas of Europe, Scotch broom was introduced to BC's Vancouver Island in the mid-19th century as an ornamental plant. Its spread continued following widespread planting as a bank stabilizer during road development, and as discarded crate packing materials for gold camps along the west coast.

Legal Status

Invasive Plants Regulation, Forest and Range Practices Act;
Community Charter, Spheres of Concurrent Jurisdiction -
Environment And Wildlife Regulation.



Distribution

Currently distributed on the Pacific and Atlantic coasts of North America. It is common west of the Coast-Cascade Mountains in southwest BC and is concentrated at the southern end of Vancouver Island. It has also been reported on the Queen Charlotte Islands and in parts of the Kootenays and North Okanagan-Shuswap areas.

Identification

Flowers: Yellow and pea-like; may have a red marking in the middle.

Stems: Woody and 5-angled; 1-3 m tall shrub.

Leaves: Stalked lower leaves are composed of three leaflets; un-stalked upper leaves are simple.



Fruits: Flat, hairy seedpods that are initially green, turn brown to black in color.

Similar Species: Spanish broom (*Spartium junceum*), a non-native species, has flowers that grow at the tips of stems (crowning the plant), whereas Scotch broom flowers grow along stems.

Ecological Characteristics

Habitat: This escaped garden ornamental invades exposed, well-drained mineral soil and is shade-intolerant.

Reproduction: Perennial species that reproduces by seed and lateral bud growth. Mature plants can produce up to 3500 pods, each containing 5-12 seeds.

Dispersal: As seedpods dry they split and spiral, expelling the contained seeds up to 5 metres. The plant can also spread to new disturbed areas through seed transport by vehicles and machinery. Due to its affinity for light dominated, disturbed areas, any disturbance activity such as road construction near infested areas, can enhance spread.



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Impacts

Economic: Invades rangeland, replacing forage plants, and can be a serious competitor to conifer seedlings. Douglas fir plantation failures in Oregon and Washington have been credited to infestations by this plant. High density infestations can: (i) increase wildfire fuel loads, thereby escalating wildfire intensity; and (ii) obstruct sight lines on roads, resulting in increased maintenance costs for removal.

Ecological: Can produce dense, impenetrable thickets that may be impacting Garry oak woodlands in southwestern BC and limiting the movement of large animals, wild or domestic. Possesses photosynthetic stems to enable year round growth, leading to displacement of native plant species.

Integrated Pest Management

IPM is a decision-making process that includes identification and inventory of invasive plant populations, assessment of the risks that they pose, development of well-informed control options that may include a number of methods, site treatments, and monitoring.

Prevention

- » Minimize soil disturbance in areas directly adjacent to existing infestations and contain or localize seed spread.
- » Remove broom before it flowers (late winter, early spring) to prevent seed maturation.
- » After mechanical treatment, promptly re-vegetate with an appropriate seed mix, followed by an application of phosphorous-rich fertilizer and wood mulch. Contact local seed suppliers to determine an appropriate seed mix.
- » Promptly establish competitive shrubbery, including snowberry, salmonberry, thimbleberry, and Oregon grape, as well as red alder trees for shading and competition for nitrogen, to reduce broom growth.

Mechanical Control

- » Minimizing soil disturbance, cut larger plants below ground level before flowering and seed set. Plants with stems less than 1.5 cm in diameter may be hand pulled, preferably in late spring when the plant is directing its energy into flower and seed production.
- » Due to enormous 'seed banking' and re-sprouting potential (stumps and roots), mechanical treatments may need to be repeated over a 3 to 5 year period.
- » Mechanical control is most effective if all of the plant is removed, no seeds are dropped and soil disturbance is minimized.
- » Hand pulling may encourage broom growth due to the high level of soil disturbance. If pulling will result in soil disturbance, plants can be cut as close to the ground as possible.
- » Burning is not an effective control method as broom seeds germinate following a burn.

Biocontrol

- » There are currently no approved biocontrol agents for BC; however, seed-feeding beetles released in Washington State have moved north adventitiously, and two other agents released in the US are close to our border and suspected to have arrived in BC. Further surveys will seek to confirm their existence.
- » Grazing by goats and consumption of seeds by chickens have been shown to reduce broom infestations.

Chemical Control

Herbicide recommendations and use must consider site characteristics and be prescribed based on site goals and objectives. Herbicide labels and other sources of information must be reviewed before selecting and applying herbicides.

- » Triclopyr or glyphosate application treatments include: foliar, low-volume thinline, basal cut stump, cut stump, and basal bark. (Refer to labels for specific instructions and rates)
- » Selective spot spraying, basal stem injection, or cut surface application methods are recommended to minimize non-target damage.
- » Triclopyr mixed with aminopyralid or 2,4-D applied foliar provides good control.
- » Picloram alone as a foliar application provides good control but is not recommended in coastal, high rainfall areas due to persistence and mobility of the herbicide.
- » Application of pesticides on Crown land must be carried out following a confirmed Pest Management Plan (Integrated Pest Management Act) and under the supervision of a certified pesticide applicator. <https://www2.gov.bc.ca/gov/content/environment/pesticides-pest-management>

References/Links

- » BC Ministry of Forests, Lands, and Natural Resource Operations, Invasive Alien Plant Program (IAPP). www.for.gov.bc.ca/hra/Plants/application.htm
- » E-Flora BC, an Electronic Atlas of the Plants of BC. www.eflora.bc.ca/
- » Field Guide to Noxious and Other Selected Weeds of British Columbia. 2014. https://bcinvasives.ca/documents/Field_Guide_to_Noxious_Weeds_Final_WEB_09-25-2014.pdf
- » Garry Oak Ecosystem Recovery Team. Best Practices for Invasive Species Management in Garry Oak and Associated Ecosystems: Scotch Broom (*Cytisus scoparius*). www.goert.ca/documents/Best_Practices_for_Broom_revised.pdf
- » Prasad, Raj. Scotch Broom, *Cytisus scoparius* L. in British Columbia. <http://cfs.nrcan.gc.ca/pubwarehouse/pdfs/31653.pdf>
- » DiTomas, J.M., G.B. Keyser et al. 2013. Weed Control in the Natural Areas of the United States. Weed Research and Information Centre University of California 544pp. https://wric.ucdavis.edu/information/natural%20areas/wr_C/Cytisus.pdf

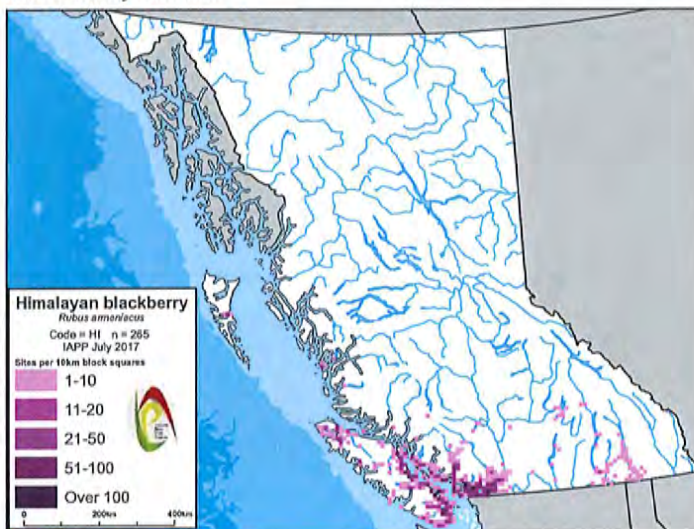


Thank you to the BC Ministry of Environment and the BC Ministry of Transportation and Infrastructure for providing project funding, and to those who advised the development of these management recommendations

Himalayan Blackberry *Rubus armeniacus*

Legal Status

Community Charter



Distribution

Currently in BC in the Lower Mainland, Sunshine Coast, Fraser Valley, Gulf Islands, Central to Southern Vancouver Island.

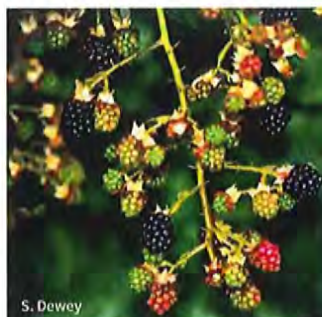
Identification

Flowers: Small (2.5 cm diameter), white to pinkish, stalked, 5-petalled, arranged in clusters of 5-20; flower stalks are wooly and prickly.

Stems: Robust, stiff, 5-angled stems (canes) that support large, flattened, and hooked or straight prickles. Canes grow to 3 m in height and up to 12 m in length.

First year canes produce leaves only and can root at the tips, producing daughter plants. Second year canes grow from the axils of first year canes and produce flowers and fruits.

Leaves: Evergreen, predominantly large, rounded or oblong, toothed leaflets radiate from the end of the leaf stem. Leaves are generally grouped in fives on first-year canes and threes on flowering (second-year) canes.



S. Dewey

Fruits: Fruits (drupelets) are up to 2 cm in diameter, oblong to spherical, black and shiny, and hairless. They form on second year canes and ripen from mid-summer to fall. Each berry produces numerous seeds that have a hard, impermeable coat.

Similar Native Species: (i) Trailing blackberry (*Rubus ursinus*) is a smaller and less robust trailing plant with a smaller stem size (0.5 cm), white waxy stem coating, deciduous leaves found in groups of three, and a tendency to lie on the ground; (ii) salmonberry (*Rubus spectabilis*) has smaller zigzagged stems, red-pink flowers, and reddish or yellowish edible berries.

Similar Non-Native Species: Cut-leaf or evergreen blackberry (*Rubus laciniatus*) has deeply incised leaflets. Note: Himalayan blackberry is a variable species with several cultivars, thus making identification difficult.

Ecological Characteristics

Habitat: Found on disturbed sites, along roadsides and right-of-ways, in pastures, along river and stream banks, freshwater wetlands, riparian areas, forest edges, and wooded ravines. Prefers rich, well-drained soils, but can grow well on a variety of barren, infertile soil types, a wide range of soil pH and textures, and is tolerant of periodic flooding by brackish or fresh water. Prefers full sunlight, but can survive in varied light conditions.



Rubus discolor
© The Illustrated Flora of BC

Reproduction: Reproduces by seed and vegetatively by rooting at stem tips to form daughter plants, and sprouts from root buds. Plants begin flowering in spring with fruit ripening in midsummer to late August. Thickets can produce 7,000-13,000 seeds per square meter, and seeds can remain viable in the soil for several years. Fruiting stems generally die back at the end of the season, but non-fruiting stems may persist for several years before producing fruit.

Dispersal: Primarily dispersed by root and stem fragments. Birds and omnivorous mammals, such as foxes, bears, and coyotes can consume berries and disperse seeds. Humans also contribute to blackberry spread by purposefully planting canes.

Impacts

Ecological: Outcompetes low growing native vegetation through shading and build-up of leaf litter and dead stems. Can prevent the establishment of shade intolerant trees such as Garry oak and ponderosa pine. Himalayan blackberry forms large, dense, impenetrable thickets that limit the movement of large animals, takes over stream channels and stream banks, and reduces sight lines along right-of-ways. Thickets increase flooding and erosion potential by preventing the establishment of deep-rooted native shrubs that would otherwise provide bank stability.

Integrated Pest Management

IPM is a decision-making process that includes identification and inventory of invasive plant populations, assessment of the risks that they pose, development of well-informed control options that may include a number of methods, site treatment, and monitoring.

Prevention

- » Monitor for Himalayan blackberry on both disturbed and undisturbed areas.
- » Do not purchase, trade, or grow Himalayan blackberry. Instead, grow regional native plants as they are naturally adapted to the local environment and are non-invasive.
- » Ensure soil, gravel, and other fill material are not contaminated.
- » Avoid unloading, parking, or storing equipment and vehicles in infested areas.
- » Remove plants, plant parts, and seeds from personal gear, clothing, pets, vehicles, and equipment. Wash vehicles, including tires and undercarriage, and equipment at designated cleaning sites before leaving infested areas.
- » Bag or tarp plants, plant parts, and seeds before transporting to a designated disposal site (e.g. landfill).
- » Take special care when controlling Himalayan blackberry near streams or ditch lines, to prevent the movement of plant parts downstream.
- » Maintain or establish healthy plant communities that are resistant to invasion by invasive plants.

Mechanical Control

- » Mowing, including the use of riding mowers and tractor-mounted mowers, can be very effective, but can also harm desirable species. If roots are not manually removed, mowing several times per year over several years is necessary to exhaust root reserves. If mowing or cutting is only done once per year, it should be done when the plants begin to flower. Do not mow where soil is highly susceptible to compaction or erosion, or where soil is very wet.

- » Persistent cultivation (tillage) or cutting in combination with mowing can be very effective. Because mechanical control can stimulate strong regrowth, follow-up with either spot applications of herbicide or hand digging to remove the entire root system.
- » Grazing by goats has proven effective.
- » Monitor controlled infestations during growing season.
- » Disposal: If plants are cut, all plant material must be collected in bags or tarps and incinerated or bagged and deeply buried at a landfill. Care should be taken to ensure that plant parts are not distributed during transport.

Biocontrol

- » There are no biocontrol agents for Himalayan blackberry. The release of herbivorous insects has not been undertaken due to the risk these insects may pose to closely related, commercially important *Rubus* species.

Chemical Control

- Herbicide recommendations and use must consider site characteristics and be prescribed based on site goals and objectives. Herbicide labels and other sources of information must be reviewed before selecting and applying herbicides.
- » Ensure that chemical treatments do not injure or kill susceptible, non-target vegetation.
 - » The following herbicides provide effective control for Himalayan blackberry: dicamba, glyphosate, triclopyr or metsulfuron methyl alone. Triclopyr + aminopyralid is also effective.
 - » Application of pesticides on Crown land must be carried out following a confirmed Pest Management Plan (Integrated Pest Management Act) and under the supervision of a certified pesticide applicator. <https://www2.gov.bc.ca/gov/content/environment/pesticides-pest-management/managing-pests>

References/Links

- » BC Ministry of Forests, Lands, and Natural Resource Operations, Invasive Alien Plant Program (IAPP). www.for.gov.bc.ca/hra/Plants/application.htm
- » Controlling Himalayan Blackberry in the Pacific Northwest. The Nature Conservancy. www.invasive.org/gist/moredocs/rubarm01.pdf
- » E-Flora BC, an Electronic Atlas of the Plants of BC. www.eflora.bc.ca/
- » King County Noxious Weed Control Program: Best Management Practices for Himalayan blackberry. King County, Washington. <http://your.kingcounty.gov/dnrp/library/water-and-land/weeds/BMPs/blackberry-control.pdf>
- » Garry Oak Ecosystem Recovery Team: Best Practices for Himalayan Blackberry Management. www.goert.ca/publications_resources/invasive_species.php
- » DiTomas J, M., G.B. Kyser et al. 2013. Weed Control in Natural Areas in Western United States. Weed Research and Information Centre, University of California. 544 pp https://wric.ucdavis.edu/information/natural%20areas/wr_R/Rubus.pdf



The Corporation of the City of Courtenay

Staff Report

To: Council

File No.: 3090-20-2207 / DVP00041

From: Director of Development Services

Date: July 17th, 2024

Subject: Development Variance Permit No. 2207 – 4883 Island Highway North

PURPOSE:

For Council to consider approval of a Development Variance Permit No. 2207 to vary Section 5.3.1 (a) of Sign Bylaw No. 2760, 2013 from “The combined sign area of all fascia signs plus all canopy signs, awning signs, and projecting signs shall not exceed 20% of the area of the building face for a building premise to a maximum of 9.0m² (96.9 sq. ft.) to 17.5m² (188.37 sq. ft.) for the south facing building face of the existing building” in order to permit multiple fascia signs at 4883 Island Highway North (LOT A SECTION 20 COMOX DISTRICT PLAN EPP107084. As per Development Procedures Bylaw No. 3106, when a variance is greater than 25% Council approval is required.

BACKGROUND:

The subject property is designated Commercial in the Official Community Plan (OCP), zoned Commercial Two Zone (C-2) and is located approximately 15.0 metres from the North Island Highway. It is located in a primarily Commercial area, with limited residential in the near vicinity (See Figure No. 1).

Figure No.1 – Subject Property



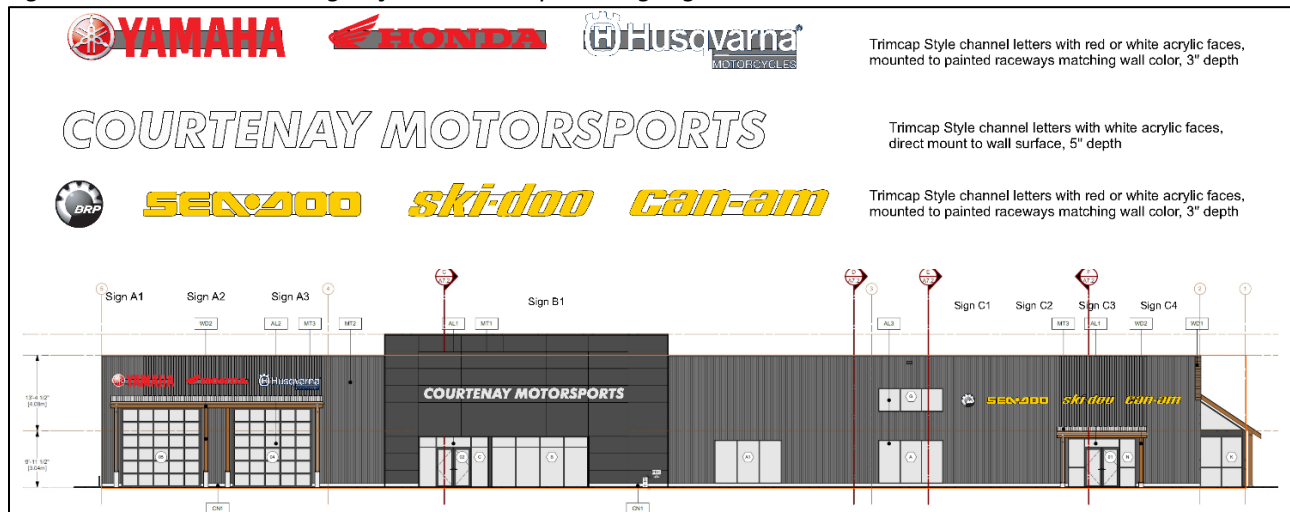
Initially, this application was received in 2022; however, the subject property had existing variances which had conditions that had not been fully complied with, which included internal illumination and exceeding the permitted height and sign area. Through discussions with senior City staff, the applicant submitted an additional DVP application that, if approved, would resolve the longstanding non-compliance. Council approved the proposed DVP for the Freestanding Sign at its April 10th, 2024 regular Council meeting. The applicant wishes to continue with the proposed variances for the Fascia Signs.

The proposed signage on the south building face will have a combined sign area of 17.5m². A maximum of 9.0m² is permitted as per Sign Bylaw 2760, 2013.

DISCUSSION:

The applicant is proposing to add fascia signage in excess of the maximum combined sign area on the southern building face of the main structure on the parcel (*See Figure No. 2*). There are eight (8) proposed fascia signs for the South building face. The applicant is requesting a variance to allow for the combined sign area to exceed the maximum sign area of a building face.

Figure No.2 – South Building Façade with Proposed Signage



The City of Courtenay regulates the number, size, type, form, appearance and location of signs within City boundaries. The intent of the Sign Bylaw is to encourage aesthetically pleasing harmonious streetscapes and to prevent erecting signs that pose a safety or hazard to life or property, create traffic hazards or interfere with traffic control devices.

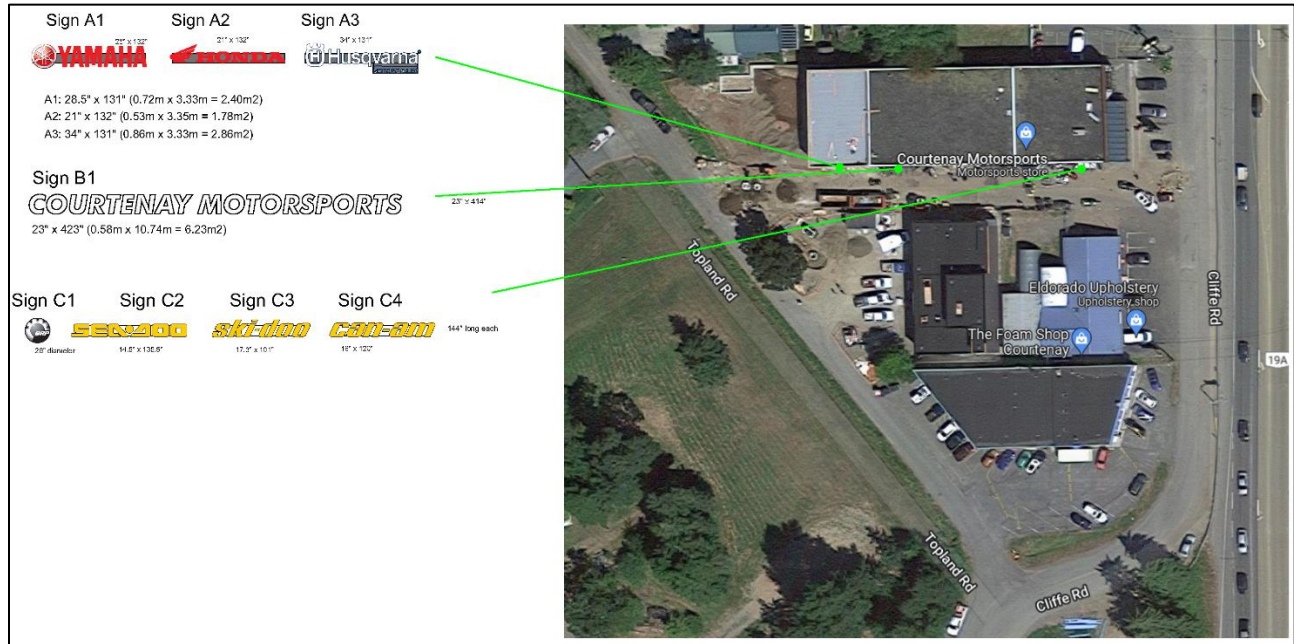
As per Section 5.3.1 *Fascia Signs* (a) of Sign Bylaw 2760, 2013. "The combined sign area of all fascia signs plus all canopy signs, awning signs, and projecting signs shall not exceed 20% of the area of the building face for a business premise to a maximum of 9.0 m² (96.9 sq. ft.)."

The applicant is requesting an 8.5 m² increase to the allowable combined sign area (total area of 17.5 m²). This represents 3.7% of the south building face.

It is staff's assessment that the proposed variance is supportable. The location of the proposed illuminated signage will not be directly facing the street, or residences other than a residential suite above the mixed use building on the same property, and will face the side yard of the same business as well as the business at 4877 Island Highway North (**See Figure No. 3**). As the proposal is for a number of smaller individual brand

signs, centred over discrete entrances, proportionally integrated with the façade entrances and design, the signs do not appear excessive.

Figure No. 3 – Signage Locations



FINANCIAL IMPLICATIONS:

There is no direct financial implication related to this application.

ADMINISTRATIVE IMPLICATIONS:

The processing of Development Variance Permit No. 2207 falls within the planning division's statutory work program.

STRATEGIC PRIORITIES REFERENCE:

This initiative addresses the following strategic priorities:

- Good Governance - Review and streamline development process and set targets for application processing times

PUBLIC ENGAGEMENT:

In accordance with Part 14 of the *Local Government Act*, Section 499 public notification was provided to 6 properties (owners and occupants) within a 30-metre radius as per Development Procedures Bylaw No. 3106, 2023 of the subject property on July 4th, 2024.

No public comments were received at the time of writing this report, and any comments received by 1:00 p.m. on Wednesday July 17th, 2024 will be presented to Council at the regular council meeting.

OPTIONS:

1. THAT Council vary Section 5.3.1 (a) of Sign Bylaw No. 2760, 2013 from, "The combined sign area of all fascia signs plus all canopy signs, awning signs, and projecting signs shall not exceed 20% of the area of

the building face for a building premise to a maximum of 9.0m² (96.9 sq. ft.) to 17.5m² (188.37 sq. ft.) for the south building face of the existing building”; and
THAT Council approve Development Variance Permit No. 2207 (4883 Island Highway North); and
THAT Council direct the Director of Development Services to issue Development Variance Permit No. 2207 (4883 Island Highway North).

2. THAT Council defer and request additional information from staff for “Development Variance Permit No. 2207” (4883 Island Highway North) through resolution.
3. THAT Council, deny the application for “Development Variance Permit No. 2207” (4883 Island Highway North).

ATTACHMENTS:

1. Draft Development Variance Permit No. 2207
2. Public Notification Mailout

Prepared by: Corey Cooper, Planning Technician
Reviewed by: Nancy Gothard, RPP, MCIP, Manager of Community and Sustainability Planning
Marianne Wade, RPP, MCIP, Director of Development Services
Concurrence: Geoff Garbutt, M.Pl., MCIP, RPP, City Manager (CAO)

THE CORPORATION OF THE CITY OF COURTENAY

Permit No. 3090-20-2207 / DVP00041

DEVELOPMENT VARIANCE PERMIT

July 17th, 2024

To issue a Development Variance Permit

To: Name: GRANT SIGNS
Address: 1711 – 19TH AVENUE
CAMPBELL RIVER, BC, V9W 4M4

Property to which permit refers:

Legal: LOT A SECTION 20 COMOX DISTRICT PLAN EPP107084
Civic: 4883 ISLAND HIGHWAY NORTH
COURTENAY, BC, V9N 5Y9

Conditions of Permit:

Permit issued to the property legally described as LOT A SECTION 20 COMOX DISTRICT PLAN EPP107084 to allow for multiple fascia signs on the south facing building façade that exceed permitted sign area:

- *Section 5.3.1 (a) – Fascia Signs – The combined sign area of all fascia signs plus all canopy signs, awning signs, and projecting signs shall not exceed 20% of the area of the building face for a building premise to a maximum of, from 9m² (96.9 sq. ft.) to 17.5m² (188.37 sq. ft.) for south facing building façade.*

Development Variance Permit No. 2207 is also subject to the following conditions:

- Development must be in conformance with the site plan dated June 14th, 2024 by Grant Signs in **Schedule No. 1**.

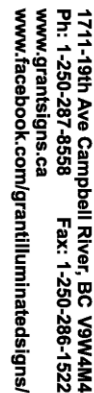
Time Schedule of Development and Lapse of Permit

That if the permit holder has not substantially commenced the construction authorized by this permit within (24) months after the date it was issued, the permit lapses.

Date

Director of Development Services

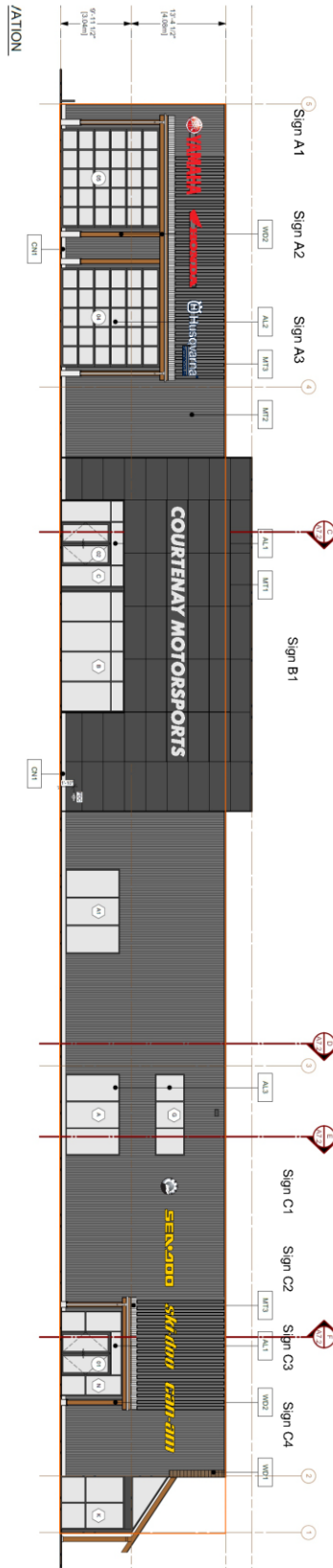
Page 137 of 301



Calvin

Trimcap Style channel letters with white acrylic faces, direct mount to wall surface, 5" depth

Trimcap Style channel letters with red or white acrylic faces, mounted to painted raceways matching wall color, 3" depth



This proof is presented to you for your review so YOU can be sure your job is set correctly. Please check **CAREFULLY** for misspellings, grammatical errors, missing fonts, missing or incomplete text, and misplaced images, etc as we will not be responsible for errors you approve.

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Courtenay Motorsports

Campbell River

1388

Last Revision: June 14, 2024

செய்தியைப் பற்றி :

Edward Ward

Solidair Calverwood

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Courtenay Motorsports Exterior Signage

1711-19th Ave Campbell River, BC V9W4M4
Ph: 1-250-287-8558 Fax: 1-250-286-1522
www.grantsigns.ca
www.facebook.com/grantilluminatedsigns/



A1: 28.5' x 131' (0.72m x 3.33m = 2.40m2)
A2: 21' x 132' (0.53m x 3.35m = 1.76m2)
A3: 34' x 131' (0.86m x 3.33m = 2.86m2)

Sign B1

COURTENAY MOTORSPORTS
23' x 423' (0.58m x 10.74m = 6.23m2)



PLEASE READ CAREFULLY

This proof is presented to you for your review as YOU and we share joint liability in not correctly. Please check CAREFULLY for any errors or omissions. Grant Signs is not responsible for errors you approve. Understood this approval gives authorization for Grant Signs to proceed with further instructions. I understand proofs provided are for informational purposes only. Grant Signs does not make warranties with respect to accuracy, reliability, or completeness of the information/content in this work, and is not responsible for any misinterpreted text. Client is responsible for obtaining rights to use any text, photos or original art submitted for publication. Client acknowledges that Grant Signs is not responsible for obtaining permission for use of intellectual property.

Client Name:
Courtenay Motorsports
Location:
Campbell River
Work Order #:
1388

Start Date:
October 17, 2022
Last Revision:
June 14, 2024
Drawing Number:
5
Page Number:
1 of 3

Client Approval

Date Approved

Sales Representative:
Edward Ward
Designer:
Jonathan Calderwood



Notice of Development Variance Permit No. 2207

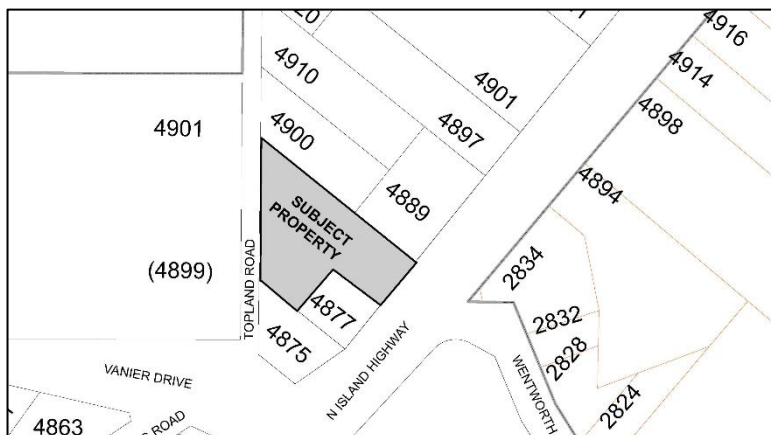
Development Variance Permit application for Fascia Signs at 4883 Island Highway North.

File No.: 3090-20-2207/DVP00041

Council will consider Development Variance Permit No. 2207, at the July 17, 2024 regular Council meeting at 4pm, to permit multiple fascia signs at 4883 Island Highway North (LOT A SECTION 20 COMOX DISTRICT PLAN EPP107084).

The property is zoned Commercial Two Zone (C-2). The proposed Development Variance Permit would vary the following section of Sign Bylaw No. 2760, 2013:

- Section 5.3.1 (a) – Fascia Signs – The combined sign area of all fascia signs plus all canopy signs, awning signs, and projecting signs shall not exceed 20% of the area of the building face for a building premise to a maximum of, "from 9m² (96.9 sq. ft.) to 17.5m² (188.37 sq. ft.) for south facing building façade."*



Get more information

The proposed permit is available for viewing at Courtenay City Hall, 830 Cliffe Avenue, July 4 – July 16, am – 4:30 pm Monday to Friday, Except holidays, OR online: [Courtenay.ca/devapps](https://courtenay.ca/devapps)

8:30

Watch Meeting In-person Wednesday July 17, 2024

starting at 4:00 p.m.

At the CVRD's CIVIC Room

770 Harmston Ave., Courtenay



Watch Meeting Online Wednesday July 17, 2024

starting at 4:00 p.m.

Streamed live on the City of Courtenay's YouTube channel



Submit Written Comments by 1:00 p.m. on Wednesday July 17, 2024

Email: planning@courtenay.ca

Mail: Development Services

830 Cliffe Avenue, Courtenay, BC, V9N 2J7



**City of
Courtenay**

City of Courtenay Development Services

830 Cliffe Avenue, Courtenay BC, V9N 2J7

Page 140 of 311 Phone 250-703-4839 | Email planning@courtenay.ca



The Corporation of the City of Courtenay

Staff Report

To: Council

File No.: 3090-20-2402

From: Director of Development Services

Date: July 17th, 2024

Subject: Development Variance Permit No. 2402 – 558 England Avenue

PURPOSE:

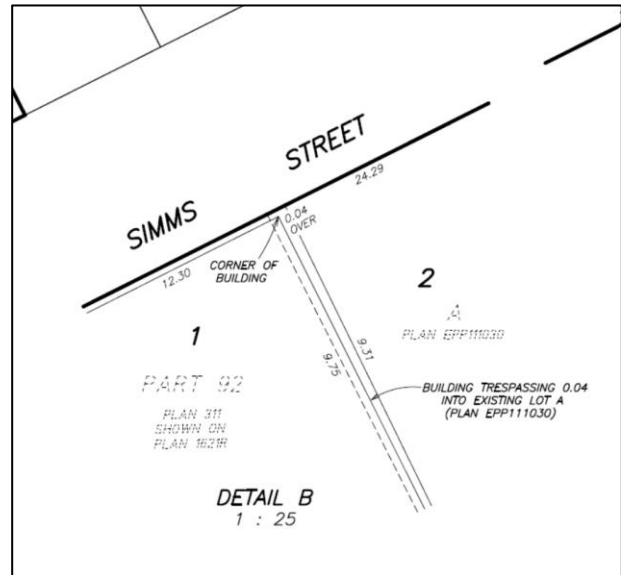
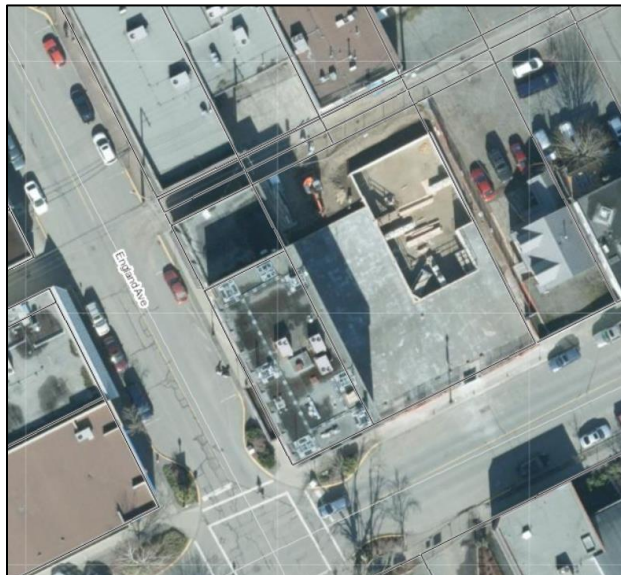
For Council to consider approval of Development Variance Permit No. 2402 to vary Section 8.18.2 of Zoning Bylaw No. 2500, 2007 minimum lot size “from 500 m² to 118 m²” to accommodate a lot line adjustment that will place the existing building on Proposed Lot 1 at 558 England Avenue (**THAT PART OF LOT 92, SECTION 61, COMOX DISTRICT, PLAN 311 SHOWN OUTLINED IN RED ON PLAN 1621R**).

BACKGROUND:

The applicant is proposing a variance to the minimum lot size permitted for the subject property in order to facilitate a lot line adjustment to keep the existing building on the proposed lot 1 (*See Figure No. 1*).

The current condition is that the existing building occupies a portion of land on Lot 2 and the applicant wishes to adjust the lot line to have proposed lot 1 contain the existing building, in order to accommodate this lot line adjustment a variance is require to the Zoning Bylaw No. 2500, 2007 Section 8.18.2.

Figure No. 1 – Existing Building Encroachment

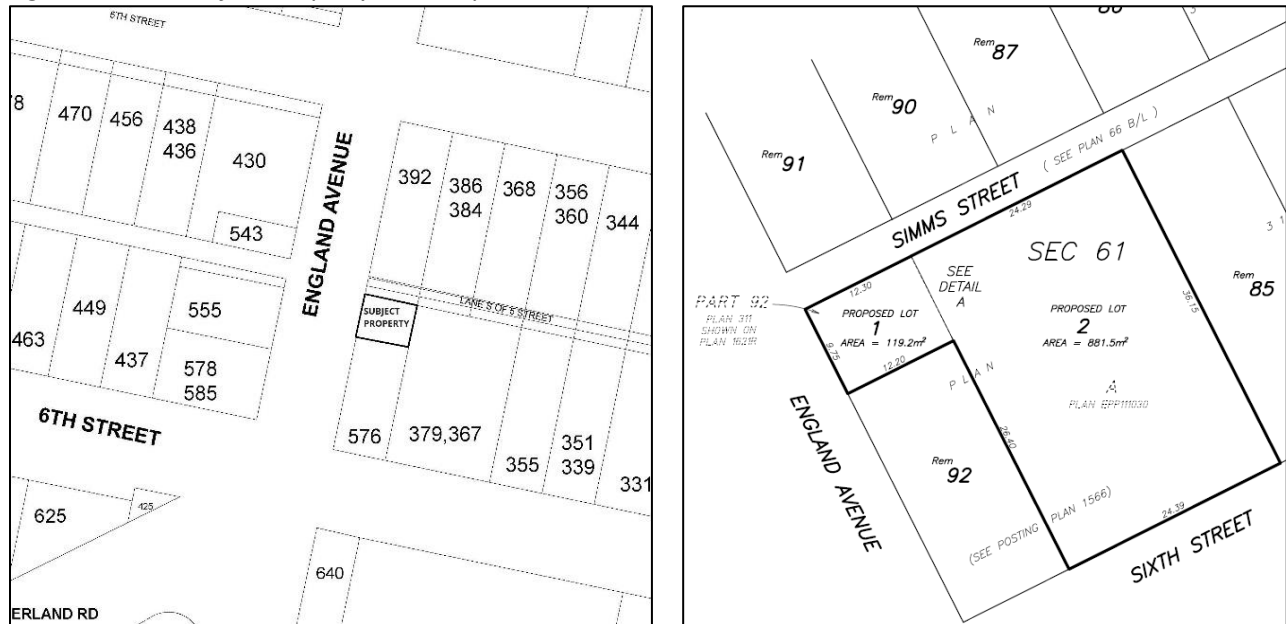


DISCUSSION:

The subject property is designated Downtown in the OCP, zoned Commercial One Zone (C-1) and is located in the Downtown Core. It is located in a primarily Commercial area, with limited residential mixed into the commercial nature of the Downtown area. The existing condition of the two-lot subdivision was prior to the adoption of the current zoning bylaw (2007).

As per Section 8.18.2 *Minimum Lot Size* of Zoning Bylaw No. 2500, 2007. “A lot shall have an area of not less than 500 m².” The applicant is requesting a 381.3m² reduction to the minimum lot size, resulting in a 118.7m² minimum lot size. Staff are proposing a full number of 118m² to ensure consistency with lot sizes in the City (*See Figure No. 2*).

Figure No. 2 – Subject Property and Proposed Lot Areas



FINANCIAL IMPLICATIONS:

There is no direct financial implication related to this application.

ADMINISTRATIVE IMPLICATIONS:

The processing of Development Variance Permit No. 2402 falls within the Planning Division’s statutory work program.

STRATEGIC PRIORITIES REFERENCE:

This initiative addresses the following strategic priorities:

- Good Governance - Review and streamline development process and set targets for application processing times

PUBLIC ENGAGEMENT:

In accordance with Part 14 of the *Local Government Act*, Section 499, public notification was provided to fifty-one (51) properties (owners and occupants) within a 30-metre radius as per Development Procedures Bylaw No. 3106, 2023 of the subject property on July 4th, 2024.

No public comments were received at the time of writing this report, and any comments received by 1:00 p.m. on Wednesday July 17, 2024 will be presented to Council at the regular council meeting.

OPTIONS:

1. THAT Council vary the Section 8.18.2 of Zoning Bylaw No. 2500, 2007 “A lot shall have an area of not less than 500m², to a lot shall have an area of not less than 118m²”; AND
THAT Council approve Development Variance Permit No. 2402 (558 England Avenue); AND
THAT Council direct the Director of Development Services to issue Development Variance Permit No. 2402 (558 England Avenue).
2. THAT Council defer and request additional information from staff for “Development Variance Permit No. 2402” (558 England Avenue) through resolution.
3. THAT Council, deny the application for “Development Variance Permit No. 2402” (558 England Avenue).

ATTACHMENTS:

1. Draft Development Variance Permit No. 2402
2. Public Notification Mailout

Prepared by: Corey Cooper, Planning Technician
Reviewed by: Nancy Gothard, RPP, MCIP, Manager of Community and Sustainability Planning
Marianne Wade, RPP, MCIP, Director of Development Services
Concurrence: Geoff Garbutt, M.Pl., MCIP, RPP, City Manager (CAO)

THE CORPORATION OF THE CITY OF COURTENAY

Permit No. 3090-20-2402 / DVP00052

DEVELOPMENT VARIANCES PERMIT

July 17th, 2024

To issue a Development Permit

To: Name: MCELHANNEY ASSOCIATES LAND SURVEYING LTD
 Address: 1211 RYAN ROAD
 COURTENAY, BC, V9N 3R6

Property to which permit refers:

Legal: THAT PART OF LOT 92, SECTION 61, COMOX DISTRICT, PLAN
 311 SHOWN OUTLINED IN RED ON PLAN 1621R

Civic: 558 ENGLAND AVENUE
 COURTENAY, BC, V9N 2N3

Conditions of Permit:

Permit issued to the property legally described as THAT PART OF LOT 92, SECTION 61, COMOX DISTRICT, PLAN 311 SHOWN OUTLINED IN RED ON PLAN 1621R to accommodate a lot line adjustment that will place the existing building on Proposed Lot 1 at 558 England Avenue

- *Section 8.18.2 of Zoning Bylaw No.2500, 2007 – A lot shall have an area of not less than, “from 500m² to 118m².”*

Development Variance Permit No. 2402 is also subject to the following conditions:

- Development must be in conformance with the site plan dated July 3rd, 2024 by McElhanney Associates in ***Schedule No. 1.***

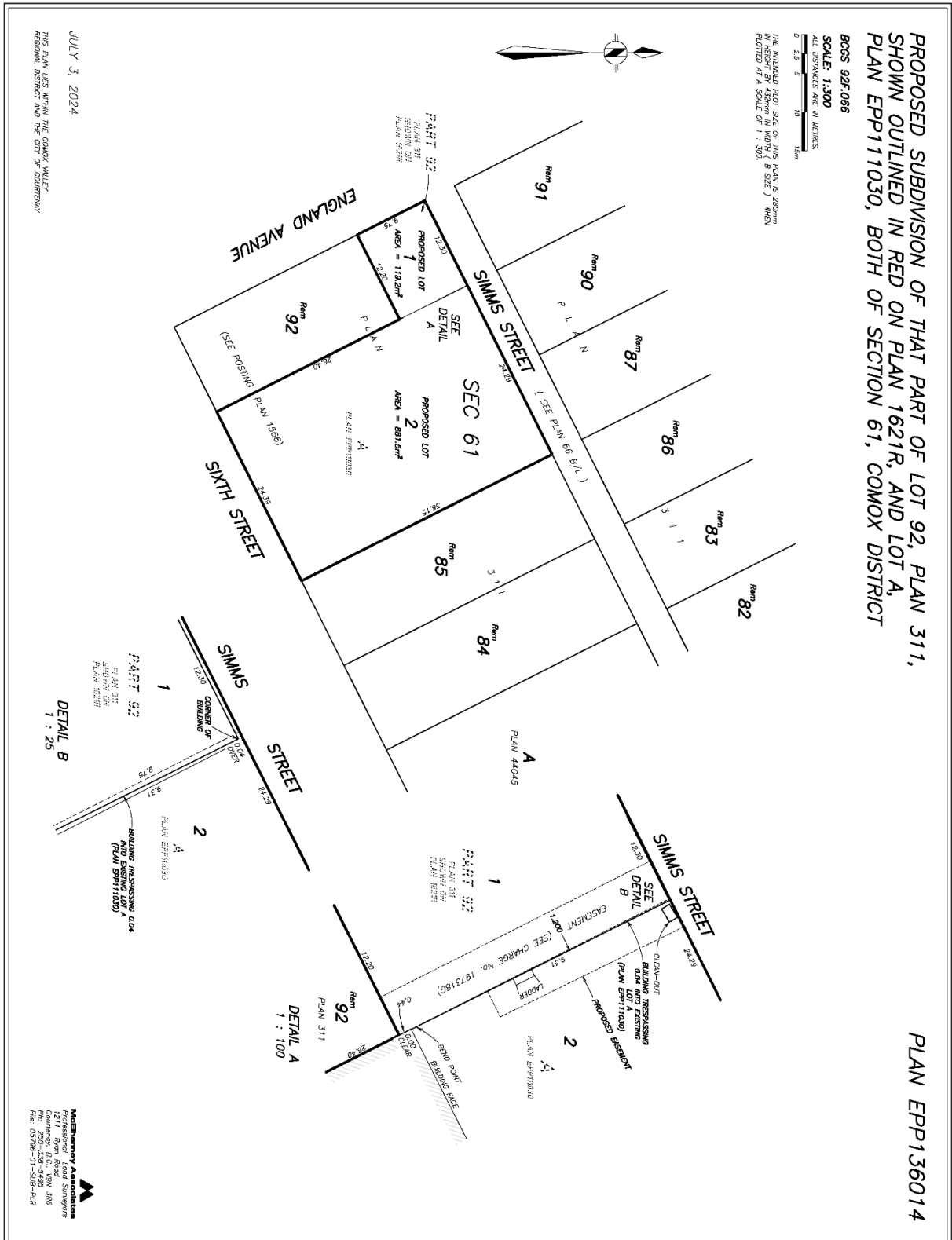
Time Schedule of Development and Lapse of Permit

That if the permit holder has not substantially commenced the construction authorized by this permit within (24) months after the date it was issued, the permit lapses.

Date

Director of Development Services

Schedule No. 1



Notice of Development Variance Permit No. 2402

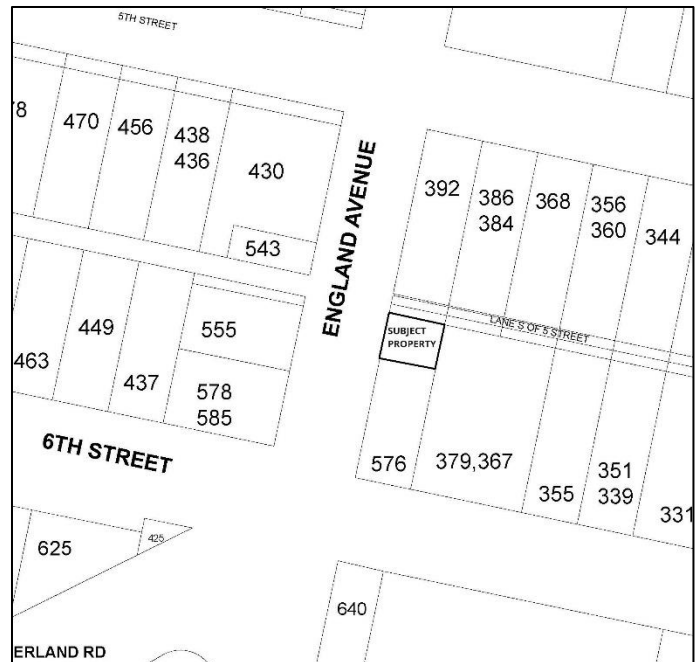
Development Variance Permit application for an Existing Lot at 558 England Avenue.

File No.: 3090-20-2402/DVP00052

Council will consider Development Variance Permit No. 2402, at the July 17, 2024 regular Council meeting at 4:00pm, to facilitate a lot line adjustment at 558 England Avenue (THAT PART OF LOT 92, SECTION 61, COMOX DISTRICT, PLAN 311 SHOWN OUTLINED IN RED ON PLAN 1621R).

The property is zoned Commercial One Zone (C-1). The proposed Development Variance Permit would vary the following section of Zoning Bylaw No. 2500, 2007:

- *Section 8.18.2 – Minimum Lot Size – A lot shall have an area of not less than, "from 500m² to 118m²."*



Get more information

The proposed permit is available for viewing at Courtenay City Hall, 830 Cliffe Avenue, July 4 – July 16, am – 4:30 pm Monday to Friday, Except holidays, OR online: [Courtenay.ca/devapps](https://courtenay.ca/devapps)

8:30

Watch Meeting In-person Wednesday July 17, 2024

starting at 4:00 p.m.

At the CVRD's CIVIC Room

770 Harmston Ave., Courtenay



Watch Meeting Online Wednesday July 17, 2024

starting at 4:00 p.m.

Streamed live on the City of Courtenay's YouTube channel



Submit Written Comments by 1:00 p.m. on Wednesday July 17, 2024

Email: planning@courtenay.ca

Mail: Development Services

830 Cliffe Avenue, Courtenay, BC, V9N 2J7



**City of
Courtenay**

City of Courtenay Development Services

830 Cliffe Avenue, Courtenay BC, V9N 2J7

Page 146 of 311 Phone 250-703-4839 | Email planning@courtenay.ca



The Corporation of the City of Courtenay

Staff Report

To: Council

File No.: 3030-01

From: Director of Development Services

Date: July 17, 2024

Subject: Update Local Area Plan Harmston Civic Precinct and Downtown Centre

PURPOSE:

To update Council on the Strategic Priorities for Harmston Avenue Civic Precinct Local Area Plan and the implementation of the Duncan Commons/Downtown Courtenay Playbook, including 5th street staging and phasing that are scheduled for 2024, 2025, and beyond.

BACKGROUND:

In September 2016, Council adopted the Downtown Courtenay Playbook. The “Playbook” outlines the vision, five strategic goals, high-level planning principles, and detailed actions necessary to initiate goal implementation. Each goal specifies actions, desired outcomes, involved parties, and timelines. The document acknowledges that further detailed analysis is needed to implement actions, which will require budget allocation. While some actions, such as the Sidewalk Patio Policy and Downtown Parking Analysis, have been implemented, others require more detailed analysis and could benefit from a more cohesive plan.

The *Official Community Plan Bylaw No. 3070, 2022* builds on the 2016 Downtown Playbook goals and actions and identifies Harmston Avenue Civic Precinct as a Local Area Plan to be initiated in 2024 and 2025. This is in the departments workplan for 2024 and 2025. In the 2024 Financial Budget \$150,000 was approved for the Harmston Local Area Plan. Further that the 2024 financial plan identifies budget for the design and construction of Harmston Park.

Council’s 2023-2026 Strategic Priorities identify building and landscape priorities:

1. “Develop a Local Area Plan for Harmston Avenue Civic Precinct for 2024 and 2025”
2. “Implement Duncan Commons/Downtown Courtenay Playbook, 5th street staging/phasing for 2025 and 2026 and beyond”.

At a regular Council meeting in November 2023, Council passed a resolution for staff to bring forward a report on the Duncan Avenue Summer Pilot project outlining considerations and financial implications for implementation in 2024. Staff were also directed to collaborate with the Duncan Avenue working group to review options for the design, implementation and evaluation of the pilot, and include recommendations informed by the consultation in the report back to Council.

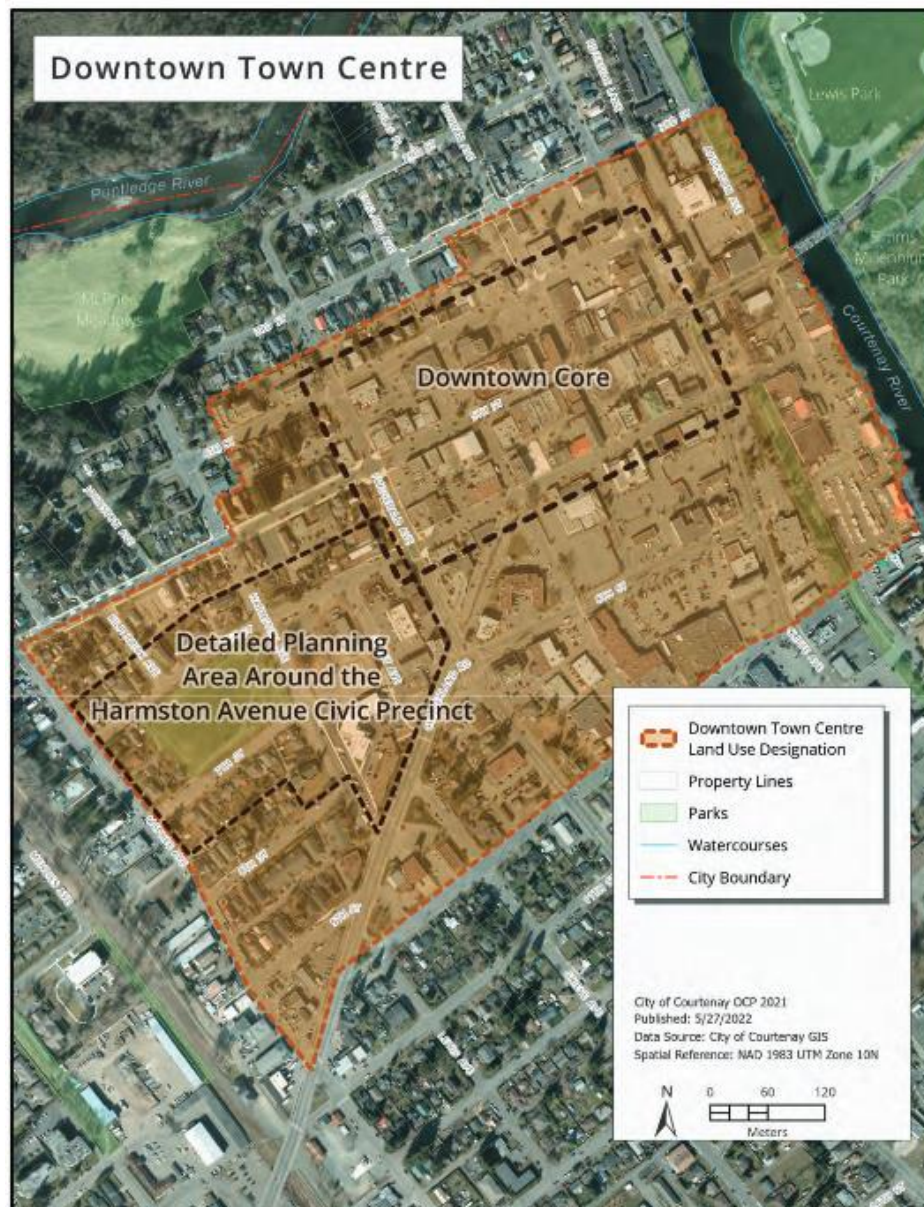
In January of 2024, staff initiated conversations with the Duncan Avenue working group Liaison, the Executive Director of Comox Valley Arts, to discuss the Duncan Commons program. Following these initial discussions, several factors including changes to provincial legislation, enhanced understanding of infrastructure challenges, and the transition from Wednesday markets to “Pulse on the Plaza”, necessitate an adjustment to the overall land use and community planning approach for the downtown core.

DISCUSSION:

To develop an effective process for informing the Downtown Town Centre in a coordinated and structured manner, staff are proposing the consolidation of the Harmston Avenue Civic Precinct with the Downtown Playbook to create a comprehensive Local Area Plan. This plan aims to build upon the five strategic goals and actions outlined in the Downtown Playbook, as well as the Official Community Plan (OCP) policies for Harmston Avenue Civic Precinct and the Downtown Centre. The plan will also incorporate the Harmston Park design principles to guide construction.

Figure 1 (below) illustrates the existing Downtown Town Centre from the OCP and identifies the Harmston Civic Precinct and the Downtown Core.

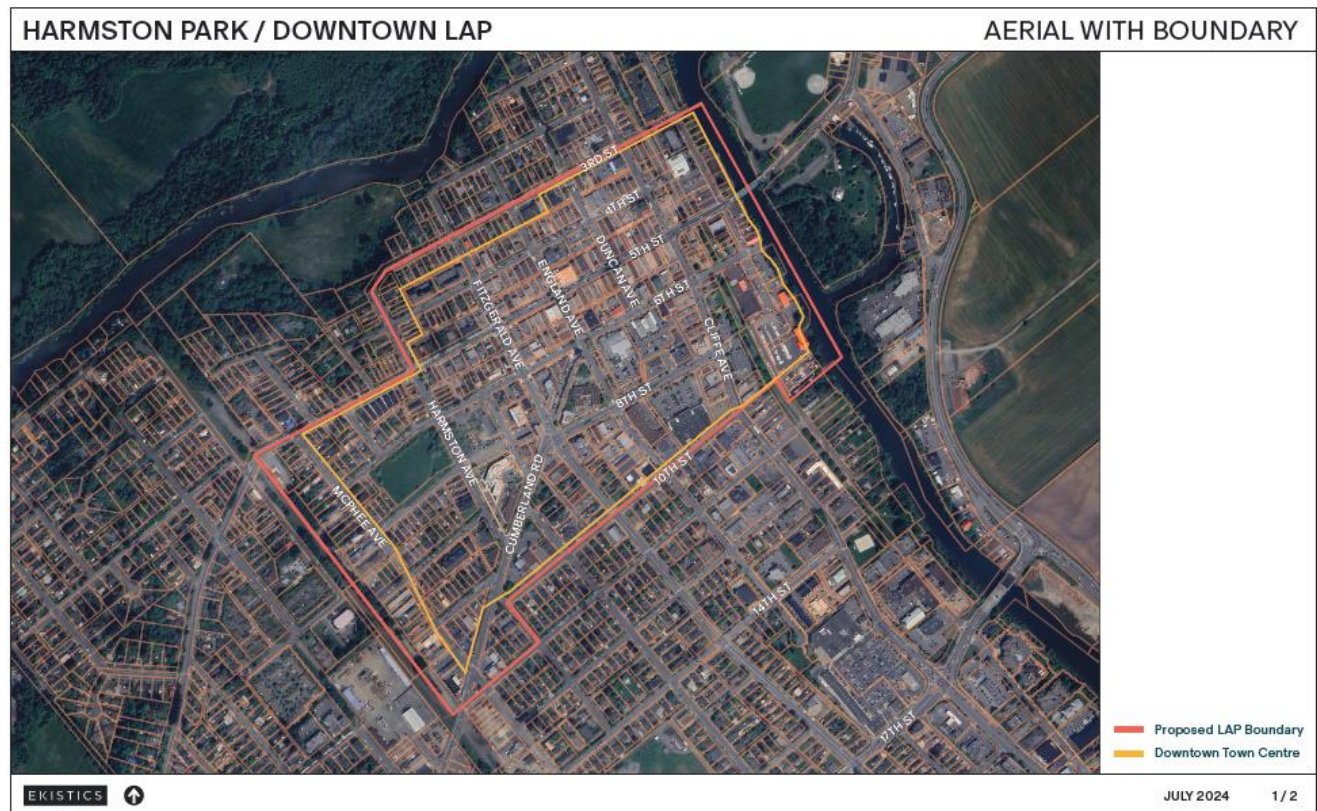
Figure 1: Downtown Town Centre



Map B-2 Downtown Town Centre

Figure 2 (below) illustrates the consolidated local area plan in dark orange encompassing the existing Downtown Town Centre Plan in light orange.

Figure 2: Consolidated Local Area Plan



This proposed consolidated Local Area Plan connects and coordinates two strategic priorities for 2024, 2025 and beyond, integrating strategic priorities from various City departments.

Projects such as the Duncan Commons require capital investment to develop the necessary infrastructure for activation and programming. Through the consolidation of existing plans, there is a greater opportunity to align and advance strategic and capital projects, like those actions currently identified in the Downtown Playbook. Through an all-encompassing Local Area Plan, the infrastructure planning can be developed to support activation of programming, connection to the downtown, and to seek opportunities for partnerships for capital investment.

The first phase of this Local Area Plan is to understand the land through Inventory and analysis, workshop with City departments exploring the plan area, a SWOT Analysis with City staff that will outline:

- *Strengths*: Positive attributes of a location that can be leveraged to enhance the success of a project.
- *Weaknesses*: Negative attributes of a location that can hinder the success of a project.
- *Opportunities*: External factors that can favorably affect the project's success.
- *Constraints (Threats)*: External factors that may have a negative impact on the project's Success.

After this analysis work is completed, an engagement plan will be developed for interaction with the community, associations, and agencies for initial discussions on the SWOT analysis. The outcome of Phase One will inform Phase Two which is the development of design principles, partnerships, and incentives.

Ekistics Town Planning has been retained for Phase one of the Local Area Plan. The inventory and analysis are completed, first city inter department workshop was held in June, and the SWOT analysis is underway with a city inter department workshop to be held in late July. Figure 2 below identifies the Local Area Plan boundary based upon this analysis in the orange line and the yellow line represents the Downtown Town Centre boundary from the OCP. Adjustments have been made to incorporate stronger connections to the ICF and River and neighbourhood connectivity.

POLICY ANALYSIS:

This Local Area Plan address objective 4 of the Official Community Plan “Sub-area planning provides more direction on growth” and will assist in guiding the implementation of the newly adopted Residential-SSMUH zone along with identifying zoning to support the Downtown policies in the OCP.

Further this consolidated Local Area Plan addresses thematic policies in the Official Community Plan that address: Parks and Recreation along with Arts; Cultural and Heritage policies; Streets and Transportation; Social Infrastructure; and Local Economy.

The consolidated Local Area Plan addresses the Parks and Recreation Master Plan Section 3.2.2 Conduct Park Plans:

- Harmston Park is identified as requiring a park plan and is identified as a short term priority in the Parks and Recreation Master Plan Implementation Strategy.

FINANCIAL IMPLICATIONS:

The budget for this Local Area Plan is in the 2024 Financial Plan under Development Services Community and Sustainability Special Projects Harmston Local Area Plan for \$150,000. Phase 1 contract is \$35,000.

ADMINISTRATIVE IMPLICATIONS:

The development of the Local Area Plan involves all departments and crosses over many strategic priorities for 2024 and 2025. This is a strategic approach to coordinating Infrastructure, natural environment, building, housing, active transportation, to provide informed analysis and priorities to the consolidated area to support programming of space.

STRATEGIC PRIORITIES REFERENCE:

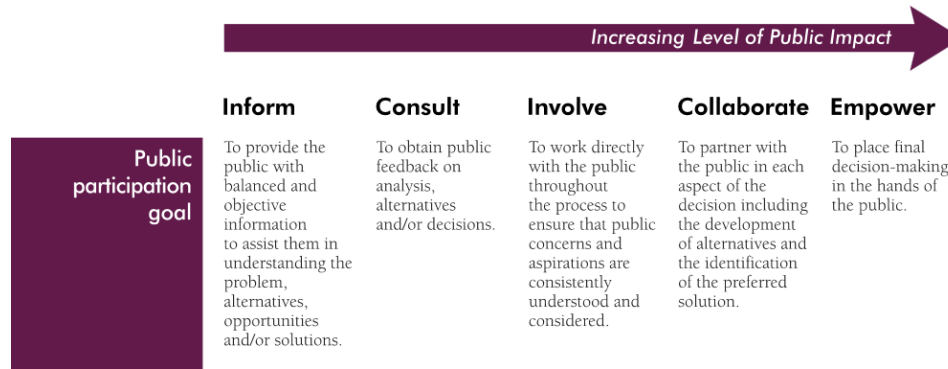
This initiative addresses the following strategic priorities:

- Buildings and Landscape - Develop a local area plan for Harmston Avenue Civic Precinct
- Buildings and Landscape - Implement Duncan Commons/Downtown Courtenay Playbook, 5th Street staging/phasing
- Buildings and Landscape - Review and update land use regulations and bylaws for consistency with OCP
- Buildings and Landscape - Update Zoning Bylaw - review maximum building heights
- Parks and Recreation - Optimize active public spaces to respond to density increases and increased park use

- Buildings and Landscape - Support investment and redevelopment in downtown core: Review and evaluate Downtown development incentives e.g. fast tracking/density bonuses/DCC

PUBLIC ENGAGEMENT:

An engagement plan will be developed and brought back to Council for endorsement based upon the IAP2 Spectrum of Public Participation.



© International Association for Public Participation www.iap2.org

OPTIONS:

- 1) THAT Council receive the report "Update Local Area Plan Harmston Civic Precinct and Downtown Centre"; and

THAT Council direct staff to consolidate the Harmston Precinct, The Downtown Playbook, and the Downtown Centre with related land use plans, community plans, and policies into a comprehensive encompassing Downtown Area Plan.

- 2) THAT Council receive the report "Update Local Area Plan Harmston Civic Precinct and Downtown Centre" and provide alternative direction to staff.

Prepared by: Marianne Wade, Director of Development Services
Concurrence: Geoff Garbutt, M.Pl., MCIP, RPP, City Manager (CAO)



The Corporation of the City of Courtenay

Staff Report

To: Council

File No.: 2240-20

From: Director of Recreation, Culture and Community Services

Date: July 17, 2024

Subject: Comox Valley Art Gallery Society Licence to Occupy, Management and Operating Grant Fee for Service Agreement

PURPOSE:

The purpose of the report is to seek Council's approval for the attached Licence to Occupy (Attachment 1) and attached Management and Operating Grant Fee for Service Agreement (Attachment 2) with the Comox Valley Art Gallery Society (the Society) which outline:

- a) The terms and conditions by which the Society will continue to occupy, manage, and operate the Comox Valley Art Gallery (the Gallery) on the main floor and the basement of the Centre for the Arts;
- b) The terms and conditions by which a portion of the second-floor space of the Centre for the Arts will be occupied by the Society on a temporary basis as primary licensee through the licence to occupy (the licence);
- c) The service deliverables expected of the Society in return for grant funding and in-kind support provided by the City through the Management and Operating Grant Fee for Service Agreement (the grant agreement); and
- d) The financial and in-kind support and service levels the City will provide to the Society.

EXECUTIVE SUMMARY:

The Licence to Occupy agreement that the Society currently holds covers the Society's licence to occupy the main floor and the basement of the Centre for the Arts (located at 580 Duncan Avenue). The Society also holds a non-legally binding Memorandum of Understanding for its use of a portion of the second-floor space that was previously occupied by the Comox Valley Economic Development Society (CVEDS) and a lease for a small office on the second floor of the Centre for the Arts. All agreements are currently on a month to month term. The proposed Licence to occupy will incorporate all the separate agreements regarding the Society's occupation of space in the Centre for the Arts under one Licence agreement. The Licence renews the Society's occupation of the main floor and basement for a five-year term and further provides a one-year term for the space that the Society occupies on the second floor. A shorter term has been provided for use of the second floor to accommodate plans arising from the Cultural Strategic Plan recommending the completion of a feasibility study for the Centre for the Arts which is planned to be initiated this fall.

The proposed Management and Operating Grant Fee for Service Agreement outlines the Society's service deliverables and reporting requirements in return for receiving grant funds from the City on an annual basis.

BACKGROUND:

Since 1974, the Gallery has been operated and managed by the Society, a non-profit society governed by a volunteer board of directors. The Society's mandate is to engage the public through exhibitions, performances, all-ages make art projects, community collaborations, public events, and a shop featuring the work of local artists. The Society's programming includes the "Youth Media Project" training program and the "Walk With Me" arts-based community engaged research project in response to the toxic drug crisis.

Comox Valley Art Gallery Society Licence to Occupy, Management and Operating Grant Fee for Service Agreement

Working with the K'ómoks First Nation, the Gallery has installed Welcome Poles and Indigenous artwork in the outdoor plaza.

In 2022, there were approximately 29,935 total visitors and program participants that either attended a Gallery exhibition, participated in a community make-art workshop or were involved in the Youth Media Project.

The Society's Historic Use of the Centre for the Arts

The Society was designated primary use of the main and part of the basement floors of the Centre for the Arts facility by Council through resolution at the October 20, 2003 Committee of the Whole meeting. Table 1 summarizes the agreement and occupancy history of the Society at the Centre for the Arts.

Table 1: Society's Agreement and Occupancy History in the Centre for the Arts

YEAR	TIMELINE OF USE IN THE CENTRE FOR THE ARTS	AGREEMENT	Signing Authority
2004	Five-year licence to occupy approved for the Society to occupy the main floor and 80% of the basement floor with heat and power costs initially the responsibility of the Gallery.	Licence to Occupy	Council
2010	Society's licence agreement renewed and revised so that the City takes financial responsibility for the heat and power for the occupied space.	Renewal Licence to Occupy	Council
2013	Licence to Occupy amended to allow Society's expansion into the basement area formerly occupied by Musicfest.	Amended Licence to Occupy	Council
2017	Five-year licence to occupy approved with four additional five - year options to renew and includes a grant agreement with the Society. The licence and grant agreement are currently on a month to month basis.	Licence to Occupy Management and Operating Grant Fee for Service Agreement	Council
2018	3-year lease approved for the Society to occupy a 132 square foot office (on second floor). The lease is currently on a month to month term.	Lease agreement	Council
June 2020	Amendment to the Management and Operating Grant Fee for Service Agreement approved that increased the Society's funding by \$40,000 for providing public education and outreach in the community, as per the recommendations of the Cultural Service Review, 2019. Funding to increase by 2% annually, subject to annual budget approval by Council.	Amended Management and Operating Grant Fee for Service Agreement	Council
July 2020	CVAGS occupies 50% of the former CVEDS space on the second floor for the Youth Media Project and an opioid project (Walk With Me). Also, to provide services that CVEDS would have provided through their lease: COVID-19 Safety	Memorandum of Understanding	Director of Recreation and Community Services

	Plans, custodial, and 2 nd floor boardroom booking coordination.		
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CVAG request after CVEDS vacates in 2020

In June 2020, CVEDS unexpectedly ended their tenancy on the second floor of the Centre for the Arts, leaving the primary tenant space on the second floor vacant. The Society and Comox Valley Community Arts Council (CVA) requested immediate and joint occupancy of the former CVEDS space

The request letters were received for information at the July 20, 2020 Council meeting. City staff presented the following information regarding the Society's requests at that meeting:

- CVAGS required additional space for their Youth Media Program and up-coming summer programs. The previous space in the basement was not suitable due to poor ventilation which was a highlighted challenge during the COVID-19 Pandemic.
 - They needed more office space for their summer students and planned opioid awareness project as there is limited office space on the main floor.
- Staff notified Council that temporary Memorandum of understanding (MOU) agreements were signed separately with the Society and CVA under the authority of the previous Director of Recreation and Cultural Services. The MOUs would continue to be in effect on a month to month basis until further direction is provided through Council.
 - Each MOU served as temporary agreements to ensure respective responsibilities and risk management requirements were clarified.
 - The MOU outlined the Society's responsibilities to provide in-kind services similar to those of CVEDS as the main occupant including: booking the boardroom, janitorial services, distributing mail for the other tenants, and developing procedures for the building to be secured at the end of each night in collaboration with other tenants in response to past facility breach incidents.
 - The Society created a COVID-19 Safety Plan and coordinated COVID-19 compliant sanitation and cleaning for the common areas of the facility as required by the public health orders at the time to allow the building to re-open to the public under Phase 2 of BC's Restart Plan, May 2020.

Staff identified that options for more permanent agreements would come forward at a future Council meeting for consideration including that Council consider entering in to a licence to occupy with the Society for the additional space given the Society had an existing License agreement in place. Following the recommendations of the Cultural Service Review, 2019 which identified the need for grant fee for service agreements for both CVAG and CVA, entering into licence agreements would put these two core cultural service groups on par with the other core cultural group such as the Sid Williams Theatre Society and the Courtenay and District Historical Society.

It is important to note that the original second floor space build out was intended for a single occupant and is may no longer be an efficient use of space, especially with multiple tenants. The feasibility study could inform a more efficient use of space that would be more purposeful for arts groups.

Below are the July 20, 2020 resolutions from Council providing staff direction in response to the requests:

That in response to the July 8th, 2020 letter from the Comox Valley Arts and the July 10th, 2020 letter from the Comox Valley Art Gallery requesting Council consider their proposal for additional facility space at the Comox Valley Centre for the Arts (580 Duncan Avenue):

That Council direct staff to investigate options and implications to enter into an agreement with the Comox Valley Art Gallery and Comox Valley Arts (in partnership) for the provision of additional facility space at the Comox Valley Centre for the Arts.

DISCUSSION:

Staff are asking Council to consider the approval of a proposed new licence to occupy agreement with the Society which would provide the following:

1. A five-year term with three remaining five-year renewal options for the main floor and basement of the Centre for the Arts as provided for in the current agreement. This maintains the existing service levels confirmed historically by City Council and affirmed through the Culture Service Review, 2019;
2. An interim temporary licence agreement for the 2nd floor space currently occupied by the Society. The licence will replace the memorandum of understanding. The term will be for one year that holds over month to month at the end of the one-year term. This interim temporary licence agreement will allow the City and the Society flexibility to consider the future outcome of the Centre for the Arts feasibility study that is scheduled to commence in fall 2024. It is intended that the Youth Media Project will continue to run out of a portion of space once the Society completes its funding negotiations with Service Canada. The space is temporarily being used by Walk With Me until the Society renews its funding with Service Canada;
3. The inclusion of the 132 square foot small office currently leased by the Society into the Primary Licence Area on the 2nd floor. This space is utilized as part of the Youth Media Program. Although, Service Canada has previously paid the rent for this lease, with the contract currently under negotiation, Service Canada is indicating it will no longer cover the monthly lease cost. Incorporating the space into the licence agreement will offer the Society more financial stability when grant funding is delayed.
4. Clarity in the respective parties' roles and responsibilities for facility operations, repairs and maintenance through the addition of a cost responsibility schedule;
5. Designates and clarifies the Society's role as the primary licence holder of the second floor and with that, provides facility coordination services such as centralizes the booking of the shared board room space on the second floor, collects and distributes all incoming mail to the facility, disperses City communications on matters affecting the Centre for the Arts and all its occupants, and ensures the common areas utilized by other Centre for the Arts occupants (kitchen, hallways, mail room, board room and washrooms) are being cleaned;
6. Extend the licence to occupy into the Centre for the Arts plaza where the Society will provide plaza coordination activities and programming when partnering with community organizations. When hosting events, the Society will provide risk management, public safety coordination and insurance coverage for events held on the Centre for the Arts plaza;
7. Facility public art installations subject to approval of the City and in accordance with any future City public art policies or bylaws;

8. Add language to clarify that any capital improvements carried out by the Society do not constitute a partnership or other form of relationship between the Society and the City other than licensor and licensee and does not create an expectation or obligation of future licence renewals; and
9. Updated insurance language to meet Municipal Insurance Association of British Columbia (MIABC) recommendations.

The proposed Management and Operating Grant Fee for Service Agreement provides the following:

1. A five-year term to align with the term of the Licence to Occupy agreement;
2. Identifies the Society's service deliverables and annual reporting requirements;
3. Outlines the grant funding the Society receives on an annual basis that was established for the Society's management and operation of the Gallery on the main and basement floors, subject to annual operating budget approval by Council;
4. The City's in-kind services provided to the Society through the City's annual operational maintenance, repair, insurance and utility budget estimated at \$52,100 in 2023.
5. Inclusion of a \$2,500 grant for the Society's strategic planning every four years starting in 2023; a recommendation identified by the Cultural Services Review, 2019 for all core cultural service providers.
6. Provision of an annual grant of \$2,000 to reimburse the Society for janitorial, equipment or appliances paid for by the Society that is located on in the common areas of the second floor that are also utilized by the other Centre for the Arts occupants.

POLICY ANALYSIS:

Cultural Service Review, 2019

- Explore the provisioning of additional space for the Comox Valley Art Gallery
- Work with all cultural partners in developing facilities plans, including the identification of use alternatives and non-traditional spaces
- Continue to optimize all multi-year agreements with Cultural Partners as required to provide stability and capacity building in cultural development in the area.

OCP, 2022

Arts and Culture Chapters:

- ACH 7: Continue to support the downtown as the region's arts, culture, and heritage hub by ensuring key cultural partners such as the Comox Valley Art Gallery, the Courtenay and District Museum, the Sid Williams Civic Theatre, and the Comox Valley Community Arts Council continue to be located downtown, and promoting and investing in public art and cultural opportunities downtown.

Section 24 Community Charter - Provision of Certain Kinds of Assistance

Publication of intention to provide certain kind 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.

FINANCIAL IMPLICATIONS:

The licence fee is \$1 and there is no annual fee or rent payable by the Society. Based on the current market information, the market value rent is approximately \$191,100 per year or \$15,925 per month; therefore, this amount each month is considered assistance to the Society.

The Society receives both grant and in-kind funding to support their delivery of arts and culture services for the community via the Comox Valley Art Gallery. This funding (2024) includes:

- \$65,000 from gaming for the management and operation of the Gallery...
- \$46,000 tax for public engagement and outreach
- \$55,700 in kind for its prorated share of facility repairs, maintenance and utilities
- \$45,200 for permissive tax exemptions
- \$ 90,200 assistance in lieu of base market rent

The five-year assistance calculation is summarized in the Table 2:

Table 2: Five Year Financial and In-kind Assistance Summary

	2024-2028 Five Year Financial Plan				
Funding Type	2024	2025	2026	2027	2028
Financial contribution:					
Gaming Funded	\$ 65,000	\$ 65,000	\$ 65,000	\$ 65,000	\$ 65,000
Tax Revenue Funded Public Engagement Grant	46,000	47,000	48,000	49,000	50,000
Strategic Planning Grant (Every 4 Years)	2,500	-	-	-	2,500
Grant for facility common area expenses	2,000	2,000	2,000	2,000	2,000
Total Financial Grant	\$ 115,500	\$ 114,000	\$ 115,000	\$ 116,000	\$ 119,500
In-Kind Contribution:					
Rent (\$14 PSF + 3% increases each year)	\$ 90,200	\$ 92,900	\$ 95,700	\$ 99,000	\$ 102,000
Facility Repairs and Maintenance, Insurance and Utilities	55,700	56,800	57,900	59,100	60,300
Permissive Property Tax Exemption	45,200	48,600	52,500	56,700	61,200
Total In-Kind Support	\$ 191,100	\$ 198,300	\$ 206,100	\$ 214,800	\$ 223,500
Total Contributions	\$ 306,600	\$ 312,300	\$ 321,100	\$ 330,800	\$ 343,000

By including the small office in the temporary licence to occupy for the 2nd floor, rental revenue will be reduced by \$1,782 per year.

The total financial contribution to the Society is \$306,600 in 2024 and will increase by approximately 2-4% each year as a standard inflationary adjustment.

All financial grant contributions are in the 2024 operating budget. All non-gaming funded grants are funded through tax revenue.

ADMINISTRATIVE IMPLICATIONS:

The agreements will be administered by the Recreation, Culture, and Community Services Department which will continue to be the City liaison to the Society and oversee the associated arts and culture planning work.

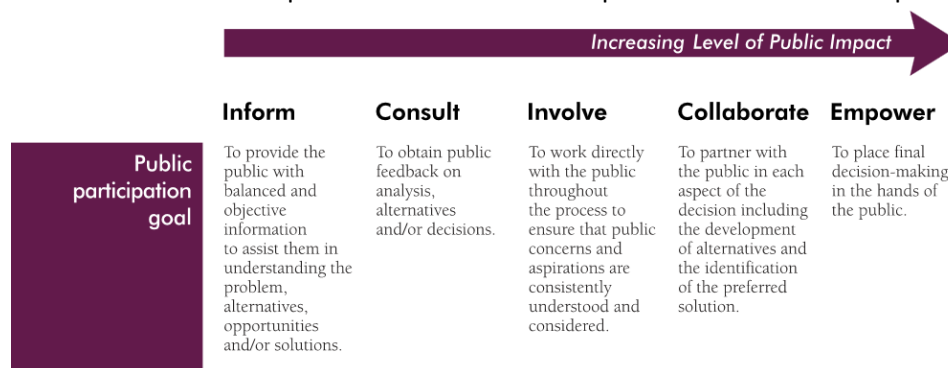
STRATEGIC PRIORITIES REFERENCE:

This initiative addresses the following strategic priorities:

- Arts, Culture, and Heritage - Complete Strategic Cultural Plan

PUBLIC ENGAGEMENT:

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



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OPTIONS:

1. THAT Council authorize staff to execute the attached licence to occupy agreement between the City of Courtenay and Comox Valley Art Gallery Society for the occupation and use of a portion of the property located at 580 Duncan Avenue, Courtenay, British Columbia, legally described as PID: 028-799-925 Lot B, Section 61, Comox District Plan EPP15696, subsequent to the publishing of notice; and
THAT Council authorize staff to execute the attached Management and Operating Grant Fee for Service agreement between the City of Courtenay and Comox Valley Art Gallery Society for the management and operation of an art gallery and provision of public education and outreach programs in the community.
2. THAT Council provide alternative direction to staff.

ATTACHMENTS:

1. Comox Valley Art Gallery Society Licence to Occupy dated January 1, 2024
2. Comox Valley Art Gallery Society Management and Operating Grant Fee For Service Agreement dated January 1, 2024

Prepared by: Joy Chan, Manager of Business Administration

Reviewed by: Adam Langenmaier, Director of Financial Services

Susie Saunders, Director of Recreation, Culture and Community Services

Concurrence: Geoff Garbutt, M.Pl., MCIP, RPP, City Manager (CAO)

LICENCE TO OCCUPY

THIS AGREEMENT dated for reference January 1, 2024

00BETWEEN:

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, BC, V9N 2J7

(the "**City**")

AND:

COMOX VALLEY ART GALLERY (INC. NO. 11024.), a
society duly registered in accordance with the laws of British
Columbia, having its mailing address at 580A Duncan Avenue,
Courtenay, BC, V9N 2M7

(the "**Society**")

WHEREAS:

- A. The City owns lands having a civic address of 580 Duncan Avenue, Courtenay, British Columbia, legally described as PID: 028-799-925 Lot B, Section 61, Comox District Plan EPP15696(the "**Land**") on which the Art Gallery, commonly known as the Comox Valley Centre for the Arts (the "**Facility**"), has been constructed on the Land, and is owned by the City;
- B. The Society wishes to manage and operate the Comox Valley Art Gallery comprising that part of the of the Facility highlighted in Schedule A (the "**Art Gallery**") under the terms and conditions of this Agreement, and the City wishes to grant to the Society a licence to occupy and operate the Art Gallery in the Facility under the terms of this Agreement; and
- C. This Agreement is intended to provide sufficient flexibility so as to satisfy the Society's mandate and the City's ownership of the Land and the Facility;

NOW THEREFORE in consideration of mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. LICENCE TO OCCUPY

- 1.1 Subject to the terms of this Agreement, the City hereby grants to the Society the licence to occupy the following parts of the Facility and the Land:

- (a) that part of the basement and main floor of the Facility outlined in red in Schedule A (the “**Society’s Exclusive Use Areas**”);
- (b) that part of the second floor of the Facility outlined, in red in Schedule B (the “**Society’s 2nd Floor Exclusive Use Areas**”); and
- (c) that part of the Land outlined in blue in Schedule C (the “**Plaza**”)

with the right of ingress and egress for the Society’s employees, servants, agents, customers and invitees, and the use of entrances, lobbies, hallways, stairways, second floor boardroom, second floor washrooms, second floor kitchen and mail room of the Facility (the “**Common Areas**”) as they may apply and subject to all of the terms and conditions including earlier termination as set out in this Agreement for the purpose of operating and managing the Art Gallery and inviting members of the general public to enter and enjoy the Facility (the “**Licence**”).

- 1.2 Subject to the terms of this Agreement, and in consideration of the payment of a Licence fee in the sum of one dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, the City hereby grants to the Society the right by way of the Licence to occupy the Land and Facility in accordance with this Agreement.

2. **TERM AND NEW AGREEMENT**

- 2.1 The term of this Agreement shall be:

- (a) five (5) years less a day, commencing on January 1, 2024 and terminating on December 31, 2028 for the Society’s Exclusive Use Areas, the Common Areas, and the Plaza,; and
 - (b) one (1) year, commencing on January 1, 2024 and terminating on December 31, 2024 for the Society’s 2nd Floor Exclusive Use Areas;
- (the “**Term**”).

- 2.2 With respect to the Society’s Exclusive Use Areas, the Common Areas, and the Plaza, the City and Society may agree to extend this Agreement, for three (3) additional five (5) year terms less a day by mutual agreement in writing no later than six (6) months before the end of the Term, under the same terms and conditions as outlined in this Agreement unless mutually amended in writing at the approval of the Director of Recreation, Culture, and Community Services.
- 2.3 If the City and Society have not negotiated a further term under subsection 2.2 and the Society should hold over after the expiration of the Term and the City should accept the Society’s holding over, the new term created shall be on a month to month basis and the holding over shall be subject to the covenants and conditions herein contained so far as the same are applicable on a month to month basis.

- 2.4 With respect to the Society's 2nd Floor Exclusive Use Areas, if the Society should hold over after the expiration of the Term and the City should accept the Society's holding over, the new term created shall be on a month to month basis and the holding over shall be subject to the covenants and conditions herein contained so far as the same are applicable on a month to month basis.

3. SOCIETY'S RESPONSIBILITY AND EXPENSES

3.1 The Society shall at its own expense:

- (a) obtain all licenses required by statutory authority in connection with this Agreement and the Management and Operating Grant for Services Agreement contained in Schedule D herein;
- (b) operate and maintain the Art Gallery, the Society's Exclusive Use Areas and Society's 2nd Floor Exclusive Use Areas in a good state of repair and cleanliness to a reasonable standard agreed by the City;
- (c) assume the operating and maintenance cost of the Art Gallery, the Society's Exclusive Use Areas and the Society's 2nd Floor Exclusive Use Areas which will include: cable, telephone, internet, interior window cleaning, interior janitorial service and interior janitorial supplies (including janitorial service to the Common Areas), lamp and tube replacement, interior security, cost of all risk property insurance, liability and contents insurance, operations related remodeling or upgrades, and cost and maintenance of all equipment and furnishings related to the operation of the Art Gallery which will include computers, furniture, fixtures, telephone, and any equipment not attached to the structure of the Facility in accordance with Schedule E;
- (d) undertake fundraising projects and the proceeds of such projects will be directly related to the Society's mandate and the Society's responsibilities under this Agreement through operating, programming, staffing, maintenance and special projects associated with preservation and interpretation of the Art Gallery's collection for the purpose of capital improvements or purchase of furnishings, fixtures or equipment for the Art Gallery or to increase the Art Gallery's collection;
- (e) designate one of its staff members to act as the Society's representative to deal on its behalf with the affairs of the Society in relation to the operation and management of the Art Gallery (the "**Society Representative**");
- (f) subject to section 4, make such rules and regulations as are required to provide for the proper operation and governance of the Art Gallery provided that such rules and regulations are consistent with:
 - (i) the bylaws of the Society;
 - (ii) the provisions, terms and conditions of this Agreement; and

- (iii) all applicable Federal and Provincial laws and City bylaws, regulations and policies; and

comply with the Society's constitution and bylaws at all times, and must notify the City whenever a change in the Society's constitution or bylaws occurs; and

- (g) utilize the Common Areas on the Main Floor of the Facility for temporary exhibition purposes provided that:
 - (i) said temporary exhibitions do not interfere with the egress and ingress of that area; and
 - (ii) the Society will be responsible for all expenses related to the temporary exhibitions.

3.2 During the Term for which the Society has the Licence for the Society's 2nd Floor Exclusive Use Area, the Society will provide at its own expense the following activities as the primary licensee for the second floor:

- (a) managing the booking of the second floor boardroom for other Facility tenants and licensees;
- (b) coordinating garbage and recycling service for recyclables from the Common Areas;
- (c) supply and maintain a photocopier for the second floor tenants for which the Society may recover costs; and
- (d) maintain a mail room on the second floor common area for receipt of incoming mail for other tenants and licensees.

3.3 The Society will provide at its own expense the following activities as the primary licensee for the Plaza:

- (a) partner with community organizations and provide risk management, public safety coordination and insurance coverage for partnered events held on the Plaza; and
- (b) facilitate permanent public art installations subject to advance written approval from the City and in accordance with any future City public art policies.

4. ACCESS AND USE

4.1 The Society will occupy and use the Land and the Facility for the purpose of cultural programming for community benefit to the satisfaction of the City.

4.2 Access to and use of the Art Gallery by the Society and by the general public must be in accordance with policies developed by the Society for the operation of the Art Gallery, as approved by the City having regard to relevant guidelines contained in applicable City

documents.

- 4.3 The Society may not, except as required by section 3.1 or with prior written approval of the City:
 - (a) alter the grade or surface of the Land;
 - (b) trim, cut, remove or in any way alter or damage trees on the Land;
 - (c) use the Land or Facility for any use or activity that exposes the City to liability toward any person; or
 - (d) do anything on or in respect of the Land which could detrimentally affect use of the Land by the City after the Term.
- 4.4 Without limiting the generality of the foregoing, the Society must not release or introduce any pollution, contamination, waste, toxic waste, or toxic substance into or onto the Land or the environment, or commit or permit any nuisance or waste to be committed or exist on or from the Land.
- 4.5 The Society must not use the Land or Facility in any manner that causes a nuisance to the owners or occupiers of neighboring lands, and without limiting the foregoing, must ensure that traffic to and from the Land, for special events or otherwise, does not cause a nuisance to those owners or occupiers.
- 4.6 The Society must reimburse the City for any damage or loss which occurs to the Land in connection with its use under this Agreement. The City may repair any damage or loss so that the Land is in the condition in which it existed immediately before the damage or loss occurred, at the expense of the Society. The expense incurred by the City in making any repair, plus an amount equal to 15% on account of overhead incurred by the City, is a debt due and owing by the Society to the City and is payable by the Society within fifteen (15) days after delivery of an invoice by the City.
- 4.7 The Society must carry on and conduct its activities on the Land and in, on and from the Facility in compliance with any and all laws, statutes, enactments, bylaws, regulations and orders from time to time in force and obtain all required approvals and permits thereunder and not to do or omit to do anything in, on or from the Art Gallery or on or from the Land in contravention thereof. The Society must comply with all applicable laws and requirements in respect of its employees, including income tax, pension, insurance requirements and Workers' Compensation requirements.
- 4.8 The City may inspect the Facility, Art Gallery or Land at any time to ascertain its state of repair or operation and to ascertain whether the terms and conditions of this Agreement are being observed.
- 4.9 The Society must promptly pay for all work and materials supplied at its order or request to the Facility and the Land and it must comply with all builder's lien legislation. If any lien is filed or the City should be subject to the payment of any claim by an unpaid worker

or supplier, the Society must discharge the lien or otherwise take all steps required by the City to protect the City's interests.

5. CONSTRUCTION

5.1 In addition to the Society's obligation to repair and maintain the Society's Exclusive Use Areas and the Society's 2nd Floor Exclusive Use Areas under section 3.1(c), the Society may undertake improvements, construction or renovations of the Society's Exclusive Use Areas, Society's 2nd Floor Exclusive Use Areas and Common Areas at the Society's sole expense ("**Improvements**") subject to the Society:

- (a) not being in default under this Licence;
- (b) having obtained the prior written consent of the City; and
- (c) having achieved all necessary permits and approvals, including, without limitation, compliance with the *Building Code*.

5.2 In giving its consent to the Improvements, the City may impose any conditions, including, without limitation, location requirements, use restrictions, financial restrictions, insurance requirements and security obligations.

5.3 The Society acknowledges and agrees that any Improvements made by it do not constitute a partnership or other form of relationship between itself and the City, other than as licensor and licensee, and that any capital investment in the Land or Facility by the Society does not create an obligation or expectation of future Licence renewals.

5.4 The Society acknowledges and agrees that all Improvements become the property of the City upon affixation to the Facility, without any obligation by the City to pay for such Improvements.

5.5 The Society acknowledges that all Improvements, past and present, are to remain affixed to the Land.

6. CITY'S RESPONSIBILITY AND EXPENSES

6.1 The City shall, at its own expense, subject to annual budget approval, provide:

- (a) maintenance of the Facility, including:
 - (i) window replacement and repair;
 - (ii) replacement of major heating, ventilation and cooling equipment;
 - (iii) roof and drain repairs and replacement;
 - (iv) plumbing repairs and maintenance;
 - (v) facility envelope repair and maintenance;

- (vi) parking area maintenance including snow removal and line painting;
- (vii) structural repairs and maintenance; and
- (viii) electrical repairs and maintenance;
- (b) landscape maintenance on the Lands;
- (c) maintenance and repair of the Facility's fire safety systems;
- (d) water and sewage service to the Facility;
- (e) maintenance and repair of the elevator;
- (f) preventative servicing and repairs of the major heating, ventilation, and cooling equipment;
- (g) Facility insurance against perils and under the terms and conditions that the City insures other similar types of facilities owned by the City;
- (h) security patrols; and
- (i) garbage removal, water, sewer, hydro and heating fuels.

7. THE CITY'S RIGHTS

- 7.1 The City hereby reserves from the grant of Licence to the Society under section 1.1 the right for the City, its agents, employees and contractors to access any part of the Facility upon reasonable notice, with or without tools and equipment, for purposes of inspection, maintenance, installation and for purposes of fulfilling the City's obligations under section 6.1, without compensation to the Society.
- 7.2 If at any time the Society does not perform its obligations under this Agreement, the City may, but it is not required to, perform those obligations on the Society's behalf and at the Society's cost.

8. MUNICIPAL TAXES

- 8.1 The City will, subject to the authority provided by current legislation, exempt the Land from taxation for general municipal purposes, pursuant to the tax exemption provisions of the Community Charter.

9. SOCIETY'S PROPERTY

- 9.1 The Society agrees that it has sole responsibility for loss or damage to personal property of the Society or its members located on the Land from time to time.

10. INSURANCE

10.1 The City shall maintain the following insurance coverage with respect to the Facility:

- (a) fire and comprehensive property damage insurance against all risks, against loss or damage to any personal property located on the Land or in the Facility which insurance must be for replacement cost.

10.2 The Society shall:

- (a) unless otherwise agreed in writing by the City, provide and maintain in force during the Term a commercial general liability insurance policy or policies of not less than five million dollars (\$5,000,000) inclusive per occurrence and including the following provisions:
 - (i) coverage for personal injury and property damage, including but not limited to, all premises and operations necessary or incidental to the performance of this Agreement;
 - (ii) Blanket Contractual Liability, Products and Completed Operations, Tenants' Legal Liability, Non-Owned Automobile Liability, Owner's and Contractor's Protective Liability, Contingent Employers' Liability, Breach of Conditions clauses;
 - (iii) a waiver of subrogation clause in favour of the City;
 - (iv) the City named as an additional insured; and
 - (v) a Cross Liability Clause;
- (b) provide and maintain in force during the Term all- risks property insurance and business interruption insurance with extended coverage endorsement upon its merchandise, stock-in-trade, furniture, fixtures and improvements to the full replacement value thereof to include earthquake, flood, vandalism and other risks;
- (c) provide and maintain in force during the Term motor vehicle insurance, including personal injury and to provide a certificate confirming liability insurance in the amount of not less than two million dollars (\$2,000,000) with the Insurance Corporation of British Columbia on any licensed motor vehicles of any kind used by the Society in providing services;
- (d) on every contract of insurance required to be maintained pursuant to the provisions of this Agreement include a provision requiring the insurer to give the City thirty (30) days prior written notice before making any material change in said insurance, or termination, or cancellation thereof;
- (e) on the first day of the Term and thereafter immediately upon demand, deliver to the City a certificate or certificates of insurance as evidence that such insurance is in

force, including evidence of any insurance renewal policy or policies and certification by the insurer that the certificate or certificates of Insurance specifically conforms to all of the provisions required herein;

- (f) ensure that all insurance required to be maintained by the Society under this Agreement is:
 - (i) underwritten by a responsible insurance company or companies licensed to do business in the province of British Columbia; and
 - (ii) primary and does not require the sharing of any loss by any insurer that insures the City;
- (g) have the full responsibility to provide and maintain, at its own expense, additional insurance coverage, if any, including workers' compensation, that are necessary and advisable for its own protection or to fulfill its obligations under this Agreement; and
- (h) deliver a certified copy of any required certificate of insurance to the City within ten (10) days after demand therefore by the City.

10.3 The Society shall neither cancel nor approve any material change to the insurance policy(s) without having first received written approval of the City.

11. INSURANCE RECOVERIES

11.1 The parties agree that any recovery of insurance proceeds by the Society in respect of damage to or destruction of the Art Gallery and fixtures and contents installed by the Society shall be applied to replace or repair the same unless the Society and the City agree otherwise.

12. INDEMNIFICATION AND RELEASE

12.1 The Society will indemnify and save harmless the City and its elected and appointed officials, officers, employees, agents and successors from and against any and all liabilities, obligations, damages, penalties, claims, costs fines, suits, demands and causes of action to, by or on behalf of any person, group, firm or corporation arising from the occupation or use of the Facility or the Land by the Society or its invitees, employees, agents, contractors, subcontractors, officers, members or any other person or persons for whose acts the Society is liable in law, or from any breach of the Society of any covenant, term of provision of this Agreement by the Society or its members, servants or agents or that might arise during the occupancy of the Facility and the Land by the Society under this Agreement, save and except where any such matter is the cause of an act by the City or anyone for whom the City is in law responsible. The Society releases the City from all claims and demands which the Society may at any time have against it or its elected officials, officers, employees, agents or others, in respect of any matter arising from or related to this Licence.

13. SOCIETY'S STANDING

- 13.1 The Society shall ensure that it complies with all legal requirements to maintain its standing as a Society under the Society Act.

14. SOCIETY NOTIFICATION OF CHANGE TO CONSTITUTION OR BYLAWS

- 14.1 The Society shall advise the City in writing of any material changes to its constitution or bylaws.

15. AMENDMENT OF AGREEMENT

- 15.1 This Agreement may only be amended by a subsequent written agreement signed by the parties.

16. ASSIGNMENT AND SUBLICENSING

- 16.1 The Society shall not assign the benefit of this Agreement in whole or in part without the prior written consent of the City and, except as specifically and expressly provided in this Agreement.

17. TERMINATION OF THE AGREEMENT

- 17.1 Either party may terminate this Agreement by giving the other party six (6) months advance notice of its intention to terminate, such notice to be given in writing on the last day of any month.
- 17.2 Upon breach by the Society of any term or condition of this Agreement, the City may give to the Society thirty (30) days' notice to correct such breach to the satisfaction of the City. If such breach is not corrected within a reasonable period in the City's discretion, or if the Society fails to begin and diligently pursue steps to cure the breach to the reasonable satisfaction of the City within 30 days after notice of the breach is given by the City, the City may terminate the License and this Agreement by giving notice of termination to the Society. The License and this Agreement, except section 12.1 terminate immediately on the giving of notice of termination by the City to the Society. The City may recover all fees, costs and damages due to the City under this Agreement by suit or otherwise.
- 17.3 The City may immediately terminate this Agreement if any of the following events arise:
- (a) the Society makes an assignment for the benefit of creditors;
 - (b) that the Society fails to hold a general meeting of members for a consecutive period of eighteen (18) months or longer;
 - (c) the Society becomes bankrupt or insolvent or takes the benefit of any Act now or hereafter in force for bankrupt or insolvent debtors;
 - (d) that any order is made for the winding up of the Society;

- (e) the Society is struck off the Corporate Register by the Registrar for any just reason whatsoever; or
 - (f) the Society or the City terminates the Management and Operating Grant Fee for Services Agreement contained in Schedule D herein.
- 17.4 The City may give to the Society 30 days' notice to rectify a matter listed in section 17.3 after which time, if the problem is not rectified to the satisfaction of the City, the License will be forfeited and void.
- 17.5 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 Society to collect any moneys not paid when due, without exercising the option to terminate this Agreement.

18. SURRENDER OF CONTROL OF ART GALLERY

- 18.1 The Society shall, at the expiration or earlier termination of the Agreement, unless the parties enter into a new agreement, peaceably surrender and yield the Facility to the City in good and substantial repair in all aspects, reasonable wear and tear only accepted. The Society is not entitled to any compensation for any loss, including economic loss, or injurious affection or disturbance resulting in any way from the termination of the Licence in this Agreement.

19. DEFAULT

- 19.1 Should the Society default in the observance or performance of any of the terms and conditions of this Agreement the City may, in addition to its right to terminate this Agreement pursuant to section 17.2 herein, pursue such other remedies as are provided to it in law.

20. STRICT PERFORMANCE

- 20.1 The failure of the City to insist upon strict performance of any covenant or condition contained in the Agreement or to exercise any right or option hereunder shall not be construed or operate as a waiver or relinquishment for the future of any such covenant, condition, right or option and no waiver shall be inferred from or implied by anything done or omitted by the City save only express written waiver in writing.

21. NOTICE

- 21.1 Any notice or instrument required to be given or made under this Agreement shall be in writing and either delivered in person, faxed or sent by registered mail to the other party at the address set out below, or at such other address as each party may designate by notice

in writing to the other party:

City of Courtenay
830 Cliffe Avenue
Courtenay BC, V9N 2J7
Attention: Director of Recreation, Culture and Community Services

Any notice herein provided or permitted to be given by the City to the Society will be sufficiently given if delivered to the Society addressed to:

Comox Valley Art Gallery
580A Duncan Ave
Courtenay, BC V9N 2M7
Attention: Executive
Director

The address for notice may be changed by either party from time-to-time by providing written notice of such change as herein contained.

- 21.2 If any question arises as to when notice was given, it shall be deemed to have been received by the intended recipient on the earlier of the day it was received, or on the fifth day after it was mailed, faxed or otherwise given to the intended recipient.

22. GENERAL

- 22.1 Wherever the singular or masculine is used herein, the same shall include the feminine, plural and body corporate or politic where the context or the parties so require.
- 22.2 Headings are provided for convenience only and do not form part of the terms of this Agreement. Wherever the singular or masculine is used herein, the same shall include, the feminine, plural and body corporate or politic where the context or the parties so require.
- 22.3 If any section of this Agreement shall be found to be illegal or unenforceable, then such section shall be considered to be separate and severable from this Agreement and the remaining sections of this Agreement shall be unaffected thereby and shall remain and be enforceable to the fullest extent permitted by law as though the illegal or unenforceable section had never been included in this Agreement.
- 22.4 There are no promises or obligations by or on behalf of either party other than the express covenants and provisions contained in this Agreement upon which any rights against either party may be founded. This Agreement constitutes the entire agreement between the parties hereto, and shall supersede all negotiations representations, documents, and previous agreements made by either party in respect to the management, operations and maintenance of the Facility and Land.

- 22.5 This Agreement shall enure to the benefit of and be binding upon the parties hereto and upon the parties' respective successors and assigns.
- 22.6 Time shall be of the essence in this Agreement.
- 22.7 Each party hereto shall execute and deliver all such further assurances, documents and instruments and do all such further acts as may be reasonably required to carry out the full intent and meaning of this Agreement.
- 22.8 In the event that an agreement between the City and the Society cannot be reached on matters involving the City's or the Society's interests, the Society or the City may appeal the matter to the City Council. A decision of the Council will be final and be binding on all matters that require City consent or approval.
- 22.9 It is understood and agreed that the Society and all agents, servants and employees of the Society are not and shall not be deemed to be agents, servants or employees of the City.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the reference date above.

**THE CORPORATION OF THE
CITY OF COURTENAY,**

by its authorized signatories:

Corporate Officer

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**COMOX VALLEY ART GALLERY
SOCIETY,**

by its authorized signatories:

Glen Sanford, Executive Director

Name

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SCHEDULE A
SOCIETY'S EXCLUSIVE USE (OUTLINED IN RED) & COMMON AREAS (OUTLINED IN GREEN)



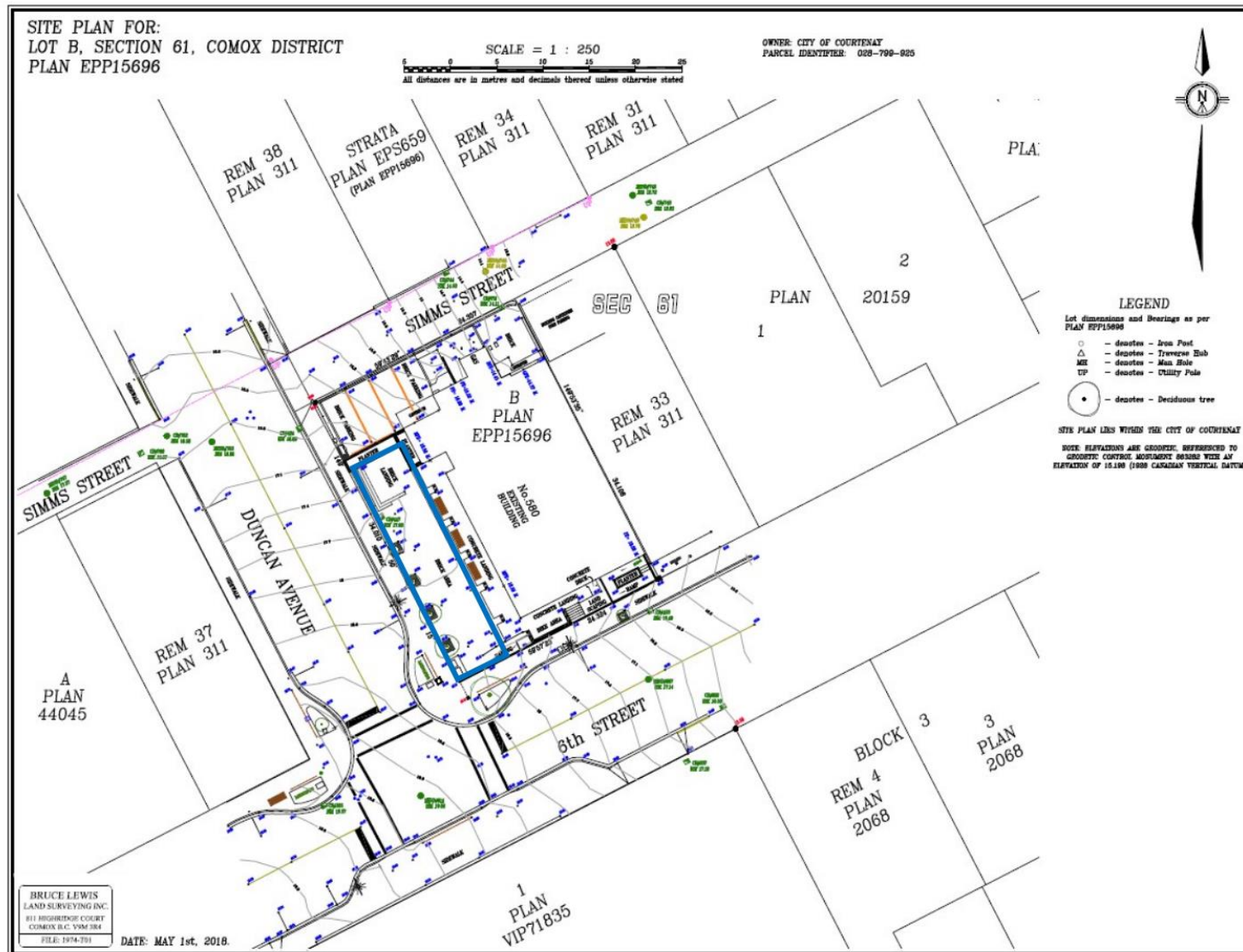
SCHEDULE B

SOCIETY'S 2ND FLOOR EXCLUSIVE USE (OUTLINED IN RED) & COMMON AREAS (OUTLINED IN GREEN)



2nd Floor Total Exterior Area 4152 sq ft
Total Interior Area 3963 sq ft

SCHEDULE C **PLAZA (OUTLINED IN BLUE)**



SCHEDULE D
MANAGEMENT AND OPERATING GRANT FEE FOR SERVICE AGREEMENT

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SCHEDULE E
COST APPORTIONMENT

	ITEM	CITY	SOCIETY
1	Heating Fuels	100% All Year	
2	Water	100% All Year	
3	Electricity	100% All Year	
4	Preventative maintenance and repairs and replacement of HVAC systems	100% All Year	
5	Dumpster rental and garbage removal	100% All Year	
6	Parking area snow removal	100% All Year	
7	Snow removal from exterior entrances.	100% All Year	
8	Landscaping of common areas outside of the Facility	100% All Year	
9	Window cleaning-interior		100% All Year
10	Window cleaning-exterior	100% once a year	
11	Furnishings and equipment supply and repair		100% All Year
12	Janitorial services and supplies in Licensee's Exclusive Use Areas and interior Common Areas.		100% All Year
13	Security patrol services	100% All Year	
14	Facility security alarm hardware and installation services	100% All Year	
15	Telephone equipment and maintenance		100% All Year
16	Telephone service plan, cable and internet.		100% All Year
17	Parking lot maintenance	100% All Year	
18	Exterior perimeter waste cleanup	100% All Year	
19	Fire safety systems maintenance	100% All Year	

20	Exclusive Use Area operational maintenance & repairs including repainting, paint touch up and lamp and tube replacement.		100% All Year
21	Common Area repairs and maintenance	100% All Year	100% if damage caused by Society's use.
22	Structural, Facility envelop, plumbing, and electrical repairs and maintenance.	100% All Year	100% if damage caused by Society
23	Elevator repair and maintenance	100% All Year	

MANAGEMENT AND OPERATING GRANT FEE FOR SERVICE AGREEMENT

THIS AGREEMENT dated for reference January 1, 2024

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, BC, V9N 2J7

(the "**City**")

AND:

COMOX VALLEY ART GALLERY (INC. NO. 11024.), a society duly registered in accordance with the laws of British Columbia, having its mailing address at 580A Duncan Avenue, Courtenay, BC, V9N 2M7

(the "**Society**")

WHEREAS:

- A. It is the goal of the Society to manage and operate the Comox Valley Art Gallery (the "**Art Gallery**"), located at the Centre For the Arts with civic address 580 Duncan Avenue Courtenay, British Columbia, for community benefit;
- B. The City of Courtenay's strategic direction through the Official Community Plan Bylaw 3070, 2022 (the "OCP") are Reconciliation, Community Well-Being, Equity and Climate Action; the OCP identifies Arts, Culture and Heritage objectives and policies that support these cardinal directions; the City's Cultural Service Review, 2019 recommendations and key findings include providing sustainable multi-year funding support to the Society and the City's strategic priorities for 2023-2026 are:
 - 1) complete the Strategic Cultural Plan; and
 - 2) implement the Strategic Cultural Plan.
- C. The City and the Society wish to enter into this Agreement for the Society to provide exhibitions, programming and interpretational and celebratory activities to promote contemporary art awareness in the community;
- D. The City and the Society acknowledge that the Society will partner with other organizations to undertake fundraising for its activities, operations and special projects to meet the Society's mandate, and the Society acknowledges that the City's grant is subject to the Society providing core deliverables as outlined in Schedule A of this Agreement; and
- E. This Agreement shall replace and supercede the previous Management and Operating Services Agreement dated June 16, 2020.

NOW THEREFORE in consideration of mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. TERM

- 1.1 This Agreement shall commence on the 1st day of January, 2024 and expires the 31st day of December, 2028 unless terminated or extended as herein provided (the “**Term**”).

2. SERVICE AGREEMENT

- 2.1 During the Term, the Society shall, subject to the conditions herein set forth, plan, deliver, supervise, operate and manage the Art Gallery and provide the core deliverables listed in Schedule A.
- 2.2 Over the term of the Agreement the parties will consider whether any additional core deliverables will be delivered under Schedule A.

3. REPORTING

- 3.1 By March 31st of each year of this Agreement, the Society will provide the City with annual reporting including a financial plan for the upcoming fiscal year in a form acceptable to the City (the “**Financial Plan**”) covering each of the areas outlined in Schedule A for the next fiscal year.
- 3.2 By March 31st of each year of this Agreement, the Society will also present to Council a summary outlining the following information:
- (a) total number of visitors to the Art Gallery and total number of participants in the outreach programs, exhibitions and event attendance for the previous fiscal year;
 - (b) summary of the exhibits, programs and events the Art Gallery held;
 - (c) executive summary outlining how the Society met the key core deliverables outlined under Schedule A; and
 - (d) total number of volunteer hours delivered.

4. GRANTING OF FUNDS

- 4.1 The City will grant to the Society:
- (a) a management and operating grant fee in return for completing the deliverables identified in Schedule A, to be paid according to the invoice schedule contained in Schedule B. The management and operating grant fee amount shall be subject to annual budget approval by City Council and may be considered for amendment subject to City Council approval;

- (b) an in-kind facility repair, maintenance, insurance, and utility contribution estimated in the amount of \$54,850 which is the City's in-kind contribution to the Society for facilities annual repair, maintenance, insurance, and utility budget:
 - (i) to be expensed at the discretion of the City's Civic Properties Maintenance Division in meeting the City's responsibilities and expenses identified in the Licence of Occupation dated for reference January 1, 2023 between the City and the Society (the "**Licence Agreement**");
 - (ii) calculated by prorating the City's total annual facility repair, maintenance, insurance and utility budget based on the rentable square foot occupied by the Society excluding the square footage of the Plaza as the same is defined in the Licence Agreement; and
 - (iii) subject to amendment and annual budget approval by City Council;
 - (c) strategic planning grant contribution in the amount of \$2,500 every four years commencing in 2024 subject to the Society's submission of its updated strategic plan to the satisfaction of the Director of Recreation, Culture, and Community Services; and
 - (d) during the term of which the Society has the licence for the Society's 2nd Floor Exclusive Use Area through the Licence Agreement, an annual reimbursement of up to \$2,000 for the purpose of replacement of equipment or custodial costs in the common areas of the 2nd floor of the Comox Valley Centre For the Arts utilized by the Facility occupants and approved in advance in writing by the Director of Recreation, Culture, and Community Services or designate.
- 4.2 The grant shall be paid by the City within forty-five (45) days of receipt of invoice from the Society, which invoices shall be submitted and paid separately due to BC Gaming Fund requirements according to the dates listed in the invoice schedule contained in Schedule B and subject to City Council's approval.
- 4.3 All operational revenue obtained from the management and operation of the Art Gallery will become the property of the Society. The Society covenants and agrees that all grant funds received by the Society from the City must be used exclusively towards Art Gallery operations.
- 4.4 Should there be a surplus in any year of operating revenues and the City contribution exceeding operation costs, the Society will be entitled to retain the surplus for Art Gallery operations and reserves. The Society must not incur a deficit in excess of accumulated surpluses.
- 4.5 Any funding to be provided by the City shall be subject to the approval of the City, shall be reviewed annually, and may be revoked or reduced by the City at any time in the event

of program priority changes, budget, grant, or other funding constraints. The City shall act in good faith and make all reasonable efforts to provide advance warning of funding reductions to the Society.

5. SOCIETY'S RESPONSIBILITY

- 5.1 The Society shall undertake fundraising projects and the proceeds of such projects will be directly related to the Society's responsibilities under this Agreement through operating, programming, staffing, maintenance and special projects associated with preservation and interpretation of the Art Gallery's collection and for the purpose of capital improvements or purchase of furnishings, fixtures, or equipment for the Art Gallery.
- 5.2 The Society shall partner with the City in Art Gallery capital improvement projects which activities may include:
- (a) the participation in project scope development;
 - (b) assist in grant writing proposals; and
 - (c) provide financial contributions to capital projects provided such projects are for the purpose directly related to the Society's core deliverables identified in Schedule A.
- 5.3 The Society covenants and warrants with the City that:
- (a) the Society is, and shall remain throughout the term of this Agreement, a valid and subsisting Society in good standing incorporated pursuant to the laws of the Province of British Columbia, and shall not change its corporate structure or status, without the prior written consent of the City;
 - (b) board members and staff people of the Society must be subject to the Society's "Conflict of Interest" policies. No Society board member or staff person may knowingly engage in any activity that, in the opinion of the City would constitute a conflict of interest, or potential conflict of interest between that board member or staff person and either the Society or the City;
 - (c) the Society will handle personal information provided by the City to the Society in accordance with the Personal Information Protection Act of British Columbia;
 - (d) the Society shall maintain proper accounting records with respect to income and expenditures in accordance with generally accepted accounting principles and upon reasonable notice, shall allow representatives of the City reasonable access to its books and records during normal business hours;

- (e) the Society will prepare and deliver to the City a reviewed statement of expense and income including other secured funding with respect to all revenues from and expenses for its activities including the use and operation of the Facility including the Art Gallery and Land as well as a reviewed statement of all related assets and liabilities. The Society will cause such annual financial statements to be reviewed by its accountant and thereafter submitted to the City for consideration no later than October 1st of each year for the most recent fiscal year;
- (f) the Society shall conduct each program and activity in an effective, efficient, safe and professional manner at all times; and
- (g) whenever appropriate, the Society shall publicly recognize the City of Courtenay as a major government funder for its contribution to the Society.

6. INSURANCE

- 6.1 The Society will obtain and keep in force throughout the existence of this Agreement comprehensive general liability insurance to protect and indemnify itself and the City against claims for bodily injury, death, property damage, property loss, economic loss, and broad form products and other loss or damage occurring with respect to third party liability claims arising from the provision of the agreed service in an amount not less than five million dollars (\$5,000,000.00) per claim and aggregate per year, with a cross liability clause and including the City as an additional named insured.
- 6.2 The insurance policies must list any major exclusions.
- 6.3 The Society will cause any insurance policy obtained by it pursuant to this Agreement to contain a waiver of subrogation clause in favour of the City.
- 6.4 The Society agrees to be responsible for any deductible amounts under the policies.

7. INDEMNIFICATION

- 7.1 The Society agrees to indemnify, defend and hold harmless the City, its agents, servants, employees, trustees, officers and representatives from any liability, loss or damage which the City may suffer as a result of any claims, demands, costs, actions, causes of actions, or judgments, including legal fees, asserted against or incurred by the City arising out of, during, or as a result of the provision of services outlined in this Agreement except such liability, loss, or damage which is the result of, or arising out of, the sole negligence of the City. The indemnities contained in this Agreement will survive the expiration or earlier termination of the Term.

8. NOTICE

- 8.1 Notice, when and if required to be given to either party by this Agreement, shall be deemed effectively given and received if given in writing to the other party by registered mail or personal service addressed as follows:

CITY OF COURTENAY
ATTN: Director of Recreation, Culture, and Community Services
830 Cliffe Avenue
Courtenay, BC
V9N 2J7

COMOX VALLEY ART GALLERY
ATTN: Executive Director
580 Duncan Avenue
Courtenay, BC
V9N 2M7

Either party may change its address for notice by providing notice to the other in accordance with this Agreement.

9. TERMINATION

- 9.1 This Agreement may be terminated under the following circumstances:

- (a) in the event that the Society fails to honour any of the provisions, covenants or warranties of the Agreement contemplated hereby or at any time in effect between the parties, the Society shall have thirty (30) working days to rectify the situation or the City may, at its option, terminate this Agreement by giving the defaulting party thirty (30) days written notice;
- (b) in the event the Society goes bankrupt, is placed into receivership, takes advantage of any law for the protection of insolvent debtors, allows any judgement to be entered against it, or allows any of its assets to become the subject of seizure or distress; this Agreement shall immediately terminate;
- (c) in the event the Society ceases to occupy and operate an Art Gallery at the current location, this Agreement shall immediately terminate;
- (d) in the event this Agreement is terminated prior to the expiration of its Term, the City shall be released of its obligations under this Agreement to further fund the Society. The Society shall, if required by the City, refund to the City such monies as may have been advanced by the City as are in excess of amounts contributed or otherwise irrevocably committed by the Society in respect of the Financial Plan being provided by the Society; and

- (e) either party may terminate this Agreement at any time by giving the other party six (6) months advance notice of its intention to terminate, such notice to be given in writing on the last day of any month.

10. GENERAL TERMS

- 10.1 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors and permitted assigns.
- 10.2 Except as specifically provided, nothing in this Agreement affects the rights and powers of the City in the exercise of its functions, rights, power or authority under any enactments, which may be fully and effectively exercised as if this Agreement had not been made.
- 10.3 Each party will execute, or cause to be executed, such further and other documents and instruments, and do, or cause to be done, such further and other things as they are authorized to do and as may be necessary to implement and carry out the intent of this Agreement.
- 10.4 This Agreement contains the entire agreement between the parties and supersedes all prior written and oral communication with respect to the subject matter of this Agreement.
- 10.5 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia, or, to the extent that matters of paramount federal jurisdiction are involved, the laws of Canada.
- 10.6 This Agreement may not be assigned by the Society without the consent of the City.
- 10.7 No amendment or variation of the terms, conditions, warranties, covenants, agreements or undertakings set out in this Agreement will be of any force or effect unless the same is reduced to writing, and duly executed by each party.
- 10.8 No consent or waiver, express or implied, by any part of any breach or default by another under this Agreement will:
 - (a) be valid unless it is in writing and stated to be a consent or waiver pursuant to this section;
 - (b) be relied on as a consent to or waiver of any other breach or default of the same or any other nature;
 - (c) constitute a general waiver under this Agreement; or
 - (d) eliminate or modify the need for a specific consent or waiver under this section in any other or subsequent instance.
- 10.9 Time is of the essence in the performance of each obligation under this Agreement.

10.10 Each provision of this Agreement is intended to be severable, and the unenforceability or invalidity of any particular provision under any applicable law will not affect the validity of any other provision, except that if, on the reasonable construction of this Agreement as a whole, the other provision is expressly stated, or is by reasonable implication intended by the parties, to be dependent on the validity and enforceability of the particular provision, the other provision will be deemed also to be invalid or unenforceable.

10.11 This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed an original, but all such counterparts shall together constitute one and the same document. This Agreement may be executed and transmitted by electronic means and if so executed and transmitted this Agreement will be for all purposes as effective as if the parties had delivered an executed original Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the reference date above.

THE CORPORATION OF THE

CITY OF COURTENAY,

by its authorized signatories:

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Susie Saunders Director of
Recreation, Culture and Community Services)

COMOX VALLEY ART GALLERY,

by its authorized signatories:

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)

Glen Sanford, Executive Director

Name

**“SCHEDULE A” TO MANAGEMENT AND OPERATING GRANT FEE FOR SERVICE
AGREEMENT
SERVICES AND DELIVERABLES**

i. Manage and operate a public art gallery.

1. Collect admission and donation fees and retain the same to offset operating expenses of the Art Gallery.
2. Promote and publicize the use of the Art Gallery within the community.
3. Establish, collect and preserve the Art Gallery collection.
4. Hire, supervise and provide, at its cost, staff or volunteers which will provide services sufficient to carry out the responsibilities set out in this Agreement to the successful operation of the Art Gallery.

ii. Foster awareness, exploration, and development of contemporary art.

5. Schedule exhibits which highlight local, regional or provincial, national and international artist.
6. Offer educational programming suitable for all age groups.
7. Partner with other local organizations to support visual arts awareness in the community.
8. Provide educational support to students looking to further post- secondary education in the field of visual arts.

iii. Provide an inclusive and accessible Art Gallery.

9. Operate an Art Gallery which is inclusive and accessible to members of the community despite physical or economic barriers.

iv. Establish a public education and outreach program in the community.

10. Host artists talks and artist-led community make art projects for all ages.
11. Partner with SD 71 to establish regular K-12 tours, make-art engagements and K-12 curriculum support for exhibitions.
12. Outreach to care givers, children and youth programs through make art programs.
13. Facilitate historical and cultural practice knowledge-sharing between K'ómoks First Nation Elders and children.
14. Incorporate Indigenous perspectives and content into programming and partner with K'ómoks First Nation and other Indigenous peoples living in the unceded territories.
15. Foster outreach to community organizations and businesses.
16. Increase advertising and promotion of gallery events and exhibitions through several media outlets and social media.

- v. **Partner with the City and develop an annual cultural summary in collaboration with other cultural interest holders to report to Council on how the Society is achieving its core deliverables which will include:**
17. development of a format which the Society and other core culture service providers on how it will report annually to the City on how the core deliverables outlined in this section were met; and
 18. collect cultural interest holder's and community feedback on the effectiveness of achieving these core deliverables and what the communities' service expectations are.

**“SCHEDULE B” TO MANAGEMENT AND OPERATING GRANT FEE FOR SERVICE
AGREEMENT
INVOICE SCHEDULE**

Table A Management and Operating Grant Fee

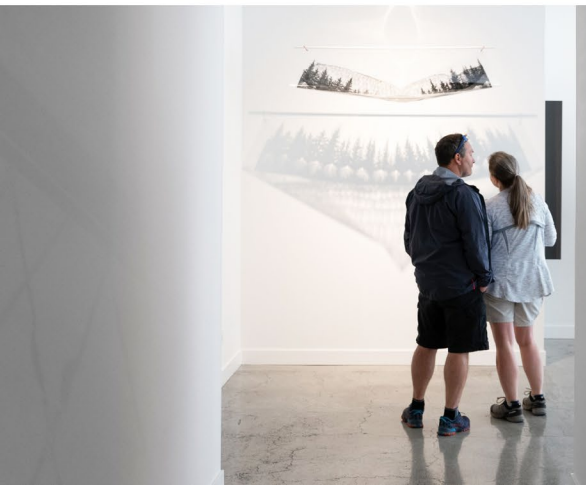
Date of Invoice	Management and Operating Grant Fee *(Tax Revenue Funded)	Date of Invoice	Management and Operating Grant Fee (BC Gaming Funded)
April 1st	\$22,550	April 1st	\$32,500
August 1st	<u>\$22,550</u>	August 1st	<u>\$32,500</u>
2023	\$45,100	2023	\$65,000
April 1st	\$23,000	April 1st	\$32,500
August 1st	<u>\$23,000</u>	August 1st	<u>\$32,500</u>
2024	\$46,000	2024	\$65,000
April 1st	\$23,500	April 1st	\$32,500
August 1st	<u>\$23,500</u>	August 1st	<u>\$32,500</u>
2025	\$47,000	2025	\$65,000
April 1st	\$24,000	April 1st	\$32,500
August 1st	<u>\$24,000</u>	August 1st	<u>\$32,500</u>
2026	\$48,000	2026	\$65,000
April 1st	\$24,500	April 1st	\$32,500
August 1st	<u>\$24,500</u>	August 1st	<u>\$32,500</u>
2027	\$49,000	2027	\$65,000
April 1st	\$25,000	April 1st	\$32,500
August 1st	<u>\$25,000</u>	August 1st	<u>\$32,500</u>
2028	\$50,000	2028	\$65,000

*To increase at 2% each year subject to the City’s annual operating budget approved by City Council.

COMOX VALLEY ART GALLERY



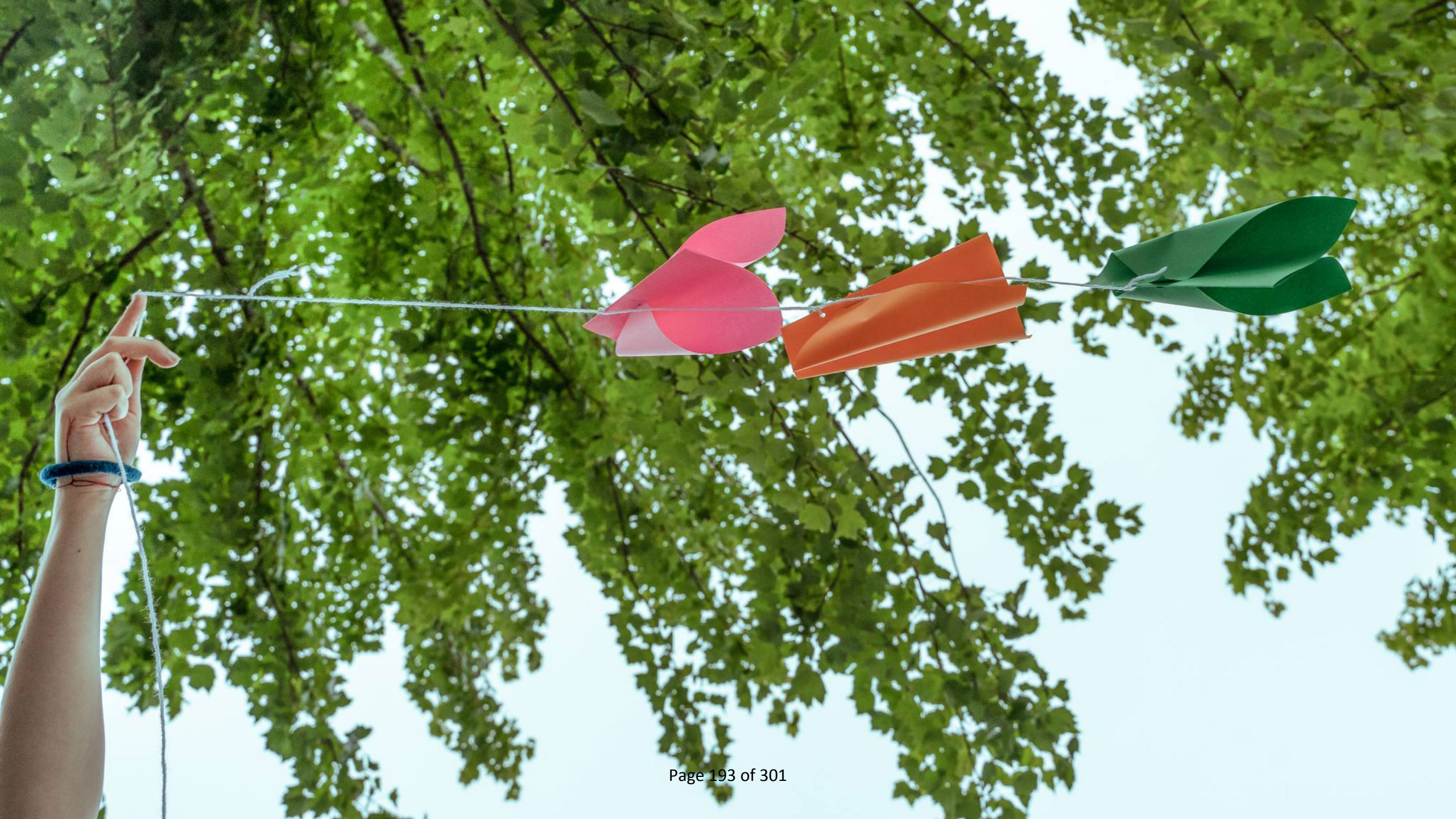
DIANE LANDRY | matière dans le temps
DIANE LANDRY | matter in time





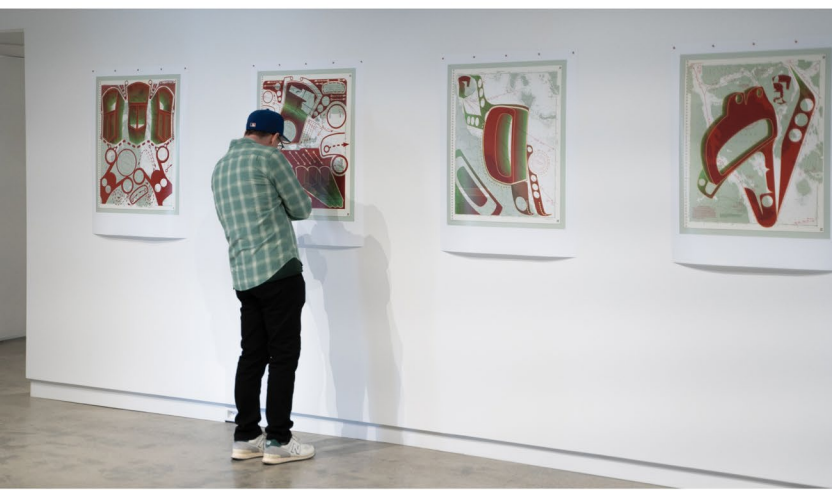
COMMUNITY MAKE ART SESSIONS ACCOMPANY EVERY EXHIBITION







SONNY ASSU: ASSERTION OF SOVERIEGNTY (SPRING 2024)





COMMUNITY AND SCHOOL ENGAGEMENT ARE PART OF EVERY EXHIBITION



COMMUNITY PARTNERSHIPS AND EDUCATION ARE A PART OF EVERY CVAG PROGRAM



VANIER STUDENTS FULLY ENGAGED IN OUR RETURN TO WATER PROGRAM



CVAG ACTIVITIES ARE OFTEN OFF-SITE

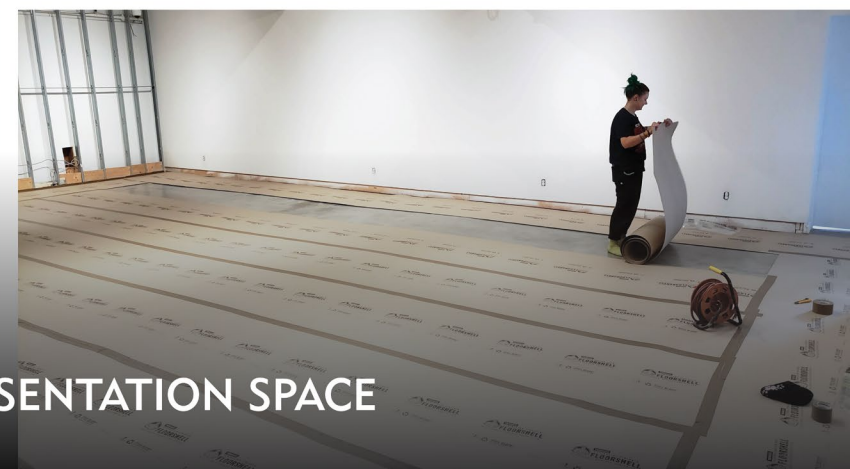
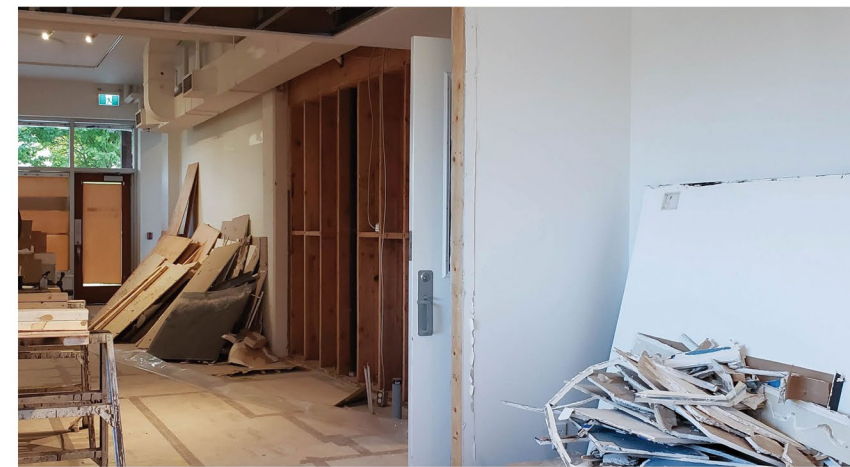




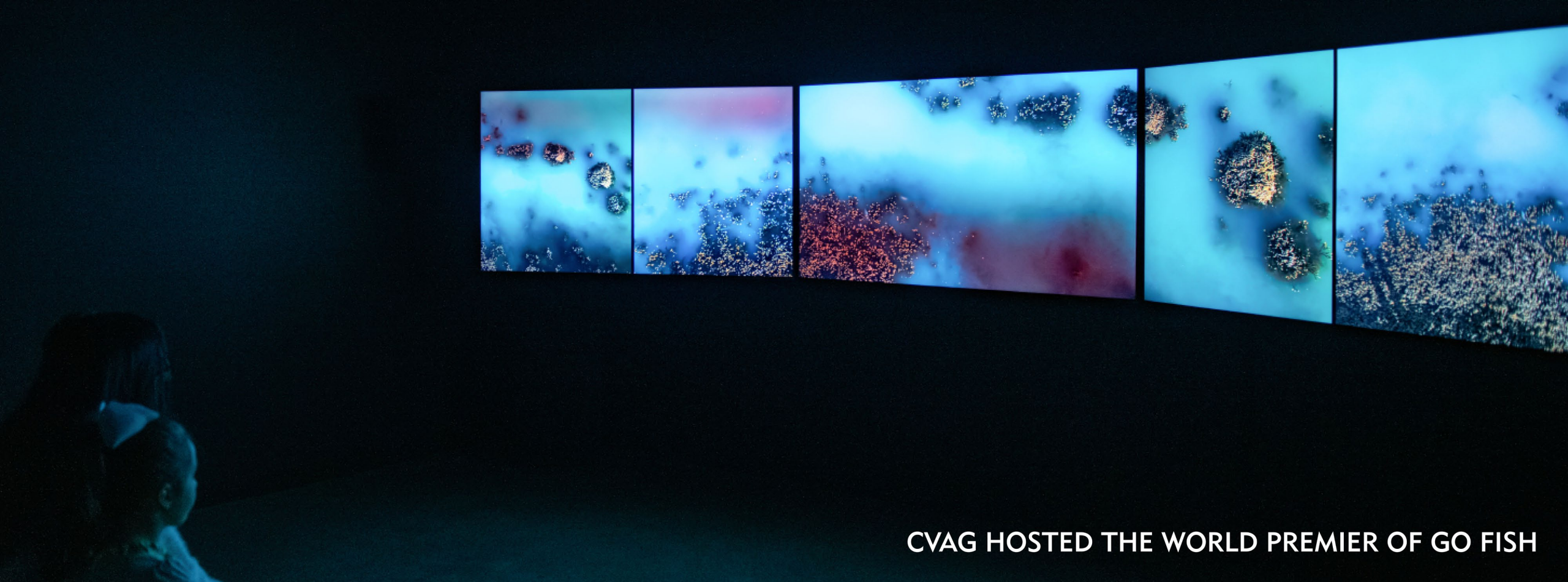
KRISTINA CAMPBELL, OWNER OF ARTFUL: RECEIVED THIS YEARS NONNY MILNE AWARD



STOLEN SISTERS IS A GROWING, ONGOING PROJECT



RENOVATIONS IN 2022/23 MADE CVAG MORE ACCSESIBLE AND IMPROVED PRESENTATION SPACE



CVAG HOSTED THE WORLD PREMIER OF GO FISH





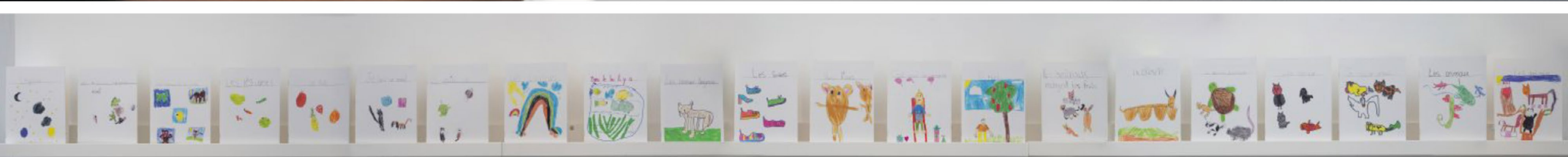






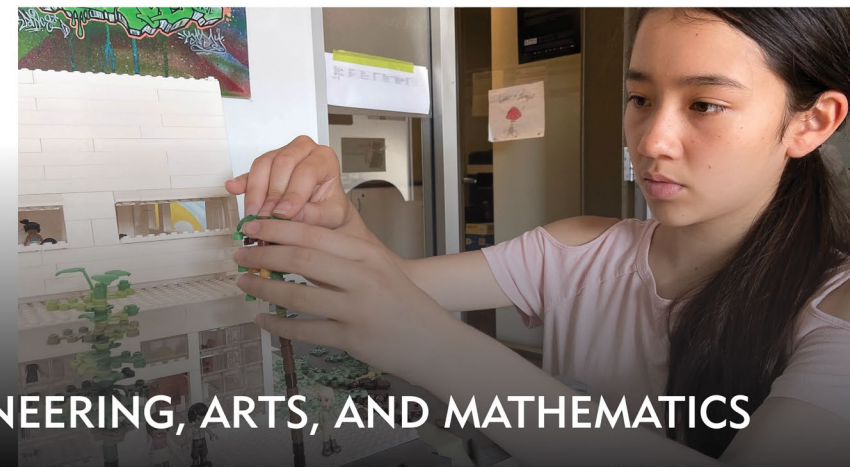








A collage of various nature photographs including flowers, trees, and plants, with the text "NORTH ISLAND HOSPITAL PROJECT" overlaid at the bottom left. The collage features a variety of greenery, including ferns, daisies, and other foliage, as well as a person in a blue shirt interacting with the environment. The text "Page 211 of 301" is visible at the bottom right.





WALK WITH ME IS AN ARTS-BASED RESPONSE TO THE DRUG POISONING CRISES





THE YOUTH MEDIA PROJECT PROVIDES SKILLS AND GIVES VOICE TO YOUNG PEOPLE



CVAG IS DEEPLY COMMITTED TO RECONCILIATION AND DECOLONALIZATION











COMOX VALLEY ART GALLERY

CVAG

COMOX VALLEY ART GALLERY



The Corporation of the City of Courtenay

Staff Report

To: Council

File No.: 2240-20 CVCAC

From: Director of Recreation, Culture and Community Services

Date: July 17, 2024

Subject: Comox Valley Community Art Council Licence to Occupy and Grant Fee for Service Agreement

PURPOSE:

The purpose of the report is to seek Council's approval for the attached Licence to Occupy (Attachment 3) and amended Grant Fee for Service Agreement (Attachment 2) with the Comox Valley Community Art Council (CVA) that outlines:

- a) The terms and conditions by which a portion of the second-floor space of the Centre of the Arts located at 580 Duncan Avenue will be occupied by CVA on a temporary basis through the Licence to Occupy (the licence);
- b) The service deliverables expected of CVA in return for grant funding and in-kind support provided by the City through the grant fee for service agreement (the grant agreement); and
- c) The financial and in-kind support and service levels the City provides to CVA.

EXECUTIVE SUMMARY:

The proposed Licence to Occupy will replace the current Memorandum of Understanding dated July 28, 2020 that is in place between the Comox Valley Community Art Council and the City for a portion of the second floor at the Centre for the Arts. The licence will outline each party's respective terms, conditions and repair and maintenance responsibilities as they relate to the CVA's use of the space. The licence will be a two-year term commencing January 1, 2024 and terminating December 31, 2025 to align with the remaining term of the existing Fee For Service Agreement dated June 19, 2020 and will hold over on a month to month basis at the end of the term. The proposed term allows the City and CVA time to review and address the impacts of the following factors before the licence and grant agreements expire at the end of 2025 and will be considered for renewal:

- 1) Consider CVA's current organization strategic priorities and programs which have significantly changed since the original Fee For Service Agreement was signed in 2020;
- 2) The Strategic Cultural Plan (to be finalized in fall 2024) that will identify opportunities for the City and CVA to collaborate and action recommendations identified in the plan; and
- 3) Recommendations arising from the Centre for the Arts Facility feasibility study that is planned to be initiated this fall.

The grant fee for service amendment outlines CVA's service deliverables and reporting requirements in return for the receiving grant funds from the City on an annual basis. The amendment to the Grant Fee For Service Agreement extends the annual arts and culture grant funding to CVA until the end of December 31, 2025 to match the term of the grant agreement.

BACKGROUND:

For over 55 years CVA, a non-profit Society, has supported arts and culture in the Comox Valley by providing a variety of opportunities for the community to gather and engage in local arts and culture.

The CVA's mandate is:

"To provide access to arts and cultural resources to everyone of all ages and backgrounds, and our mission is to champion the artistic vitality of the Comox Valley."

Below is a summary of some of the highlights of Comox Valley Arts for 2023:

- approximately 10,000 participated in CVA's 30 Day Drawing Challenge,
- 200 arts kits were distributed
- 598 volunteer hours
- 2,300 art and land participants in the GO FISH exhibit
- 1,000+ participants in Moonlight and Magic activities
- 5,050 Studio Tour Visitors and 50 Studio Tour Participants

The CVAs Historic Use of the Centre for the Arts

In 2005, CVA occupied a small office on the 2nd floor of the Centre for the Arts. Since then, CVA has moved out of the small office and consolidated into the space it currently occupies: approximately 885 square feet of space on the second floor of the Centre for the Arts. CVA's historic use of space and agreement history is summarized in Table 1:

Table 1: CVA Agreement and Occupancy History in the Centre For the Arts

YEAR	TIMELINE OF CVA's USE OF THE CENTRE FOR THE ARTS	AGREEMENT	Signing Authority
2005	One-year term lease approved for a 132 square foot office on the 2 nd floor. The lease is currently on a month to month basis.	Lease Agreement	Council
2020	Five-year grant fee for service agreement with Comox Valley Arts approved for multi-year core funding to align with recommendations from the Cultural Service Review, 2019. Funding started at \$55,000 in year one and increases by 2% each year, subject to annual budget approval by Council.	Grant Fee for Service Agreement (CVA)	Council
2020	CVA occupies 50% of the former CVEDS space after requesting to jointly occupy the space with Comox Valley Art Gallery Society.	Memorandum of Understanding (MOU) with a month to month term.	Director of Recreation and Cultural Services
2022	CVA moves out of the small office, consolidates into its share of the former CVEDS space and Downtown Courtenay Business Improvement Association moves into CVA's old office in November, 2022 after signing a Licence to Occupy approved by Council.	CVA under existing MOU	

CVA request for additional space in 2020

CVA submitted a letter to Council asking if CVA could share, with Comox Valley Art Gallery Society, the space formerly occupied by Comox Valley Economic Development Society on the 2nd floor of the Centre for the Arts. This would allow both organizations to continue their community outreach activities and be able to respond to the community's art and culture needs.

Staff notified Council at the July 20, 2020 Council Meeting that temporary Memorandum of understanding (MOU) agreements were signed separately with the CVA and Comox Valley Art Gallery Society (CVAGS) that allowed the organizations to occupy the space previously occupied by Comox Valley Economic Development Society on the second floor of the Centre for the Arts. The MOUs would continue to be in effect on a month to month basis and would expire when further direction is given via Council resolution. The MOUs were intended to be temporary agreements to ensure basic respective responsibilities and risk management requirements were clarified for all parties. Staff identified options to report back for permanent agreements at a future date for Council to consider based on recommendations from the Cultural Service Review, 2019. This included entering into a Licence to Occupy with Comox Valley Arts which aligns with the agreements in place with the other core cultural service providers (CVAGS, Sid Williams Theatre Society and the Courtenay and District Historical Society).

Below are the July 20, 2020 resolutions from Council providing direction in response to the requests:

That in response to the July 8th, 2020 letter from the Comox Valley Arts and the July 10th, 2020 letter from the Comox Valley Art Gallery requesting Council consider their proposal for additional facility space at the Comox Valley Centre for the Arts (580 Duncan Avenue):

That Council direct staff to investigate options and implications to enter into an agreement with the Comox Valley Art Gallery and Comox Valley Arts (in partnership) for the provision of additional facility space at the Comox Valley Centre for the Arts.

DISCUSSION:

Staff are asking Council to consider the approval of a proposed new interim temporary Licence to Occupy agreement to replace the current Memorandum of Understanding for CVA's use of a portion of the second floor of the Centre for the Arts that provides the following:

1. An interim agreement of two years (effective January 1, 2024) for the second-floor space currently occupied by the Society.
 - a. A temporary licence agreement will allow the City and CVA time to assess the alignment of CVA's strategic priorities and programs with the recommendations of the City's Strategic Cultural Plan in preparation for the renewal of the Management and Grant Fee for Service Agreement between the City and CVA, as well as the space needs and gaps analysis that will come from the Centre for the Arts feasibility study that is scheduled to commence in fall 2024.
2. Clarity in the respective parties' roles and responsibilities for facility operations, repairs and maintenance and the addition of a cost responsibility schedule;

Comox Valley Community Art Council Licence to Occupy and Grant Fee for Service Agreement

The amended Grant Fee for Service Agreement provides the following changes from the original grant agreement:

1. Updated references to the City's strategic guiding documents that support this agreement such as the Official Community Plan, 2022 and the 2023-2026 Strategic Priorities;
2. Corrects the grant agreement's five-year Arts and Culture Grant schedule to include annual grant funding in fiscal year 2025, the final year of the original grant agreement. The current grant agreement only shows funding until the end of 2024 which is likely an administrative error.
3. Identifies the in-kind building, repair, maintenance, insurance and utility contribution the City provided to CVA as a result of the City granting the Licence to Occupy with no licence fee.

Process for Determining the future Grant Fee For Service Agreement Deliverables

CVA has recently carried out a review of its current organizational strategic priorities and programs. Earlier this year, CVA asked if the City would renegotiate the original Grant Fee for Service Agreement to reflect its current organizational priorities. Staff advised CVA that a review of deliverables would be subject to review of recommendations and actions identified in the Strategic Cultural Plan (currently in draft). Until that time, CVA would still be required to report back on how it met the original Grant Fee for Service Agreement deliverables. CVA has provided the attached Fee for Services Report for 2024 (Attachment 3) and will be required to submit an updated report in 2025. After the Strategic Cultural Plan is adopted by Council, staff will work with CVA on its request for an updated Grant Fee for Service Agreement based on service deliverables that align with objectives and actions identified in the Strategic Cultural Plan and will align with the expiration of the current agreement (set to expire at end of 2025). This will position both CVA and the City to review and reflect on strategic priorities and opportunities in consideration of a future grant agreement.

POLICY ANALYSIS:***Cultural Service Review, 2019***

- Comox Valley Arts would benefit from further office and programming space
- Work with all cultural partners in developing facilities plans, including the identification of use alternatives and non-traditional spaces
- Continue to optimize all multi-year agreements with Cultural Partners as required to provide stability and capacity building in cultural development in the area.

OCP, 2022***Arts and Culture Chapters:***

- ACH 7 Continue to support the downtown as the region's arts, culture, and heritage hub by ensuring key cultural partners such as the Comox Valley Art Gallery, the Courtenay and District Museum, the Sid Williams Civic Theatre, and the Comox Valley Community Arts Council continue to be located downtown, and promoting and investing in public art and cultural opportunities downtown.

Section 24 Community Charter - Provision of Certain Kinds of Assistance*Publication of intention to provide certain kind 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.

FINANCIAL IMPLICATIONS:

The licence fee is \$1 and there is no annual fee or rent payable by CVA. Based on the current market information, the market value rent is approximately \$22,950 per year or \$1,912.25 per month; therefore, this amount each month is considered assistance to the Society.

The two-year assistance calculation is summarized in Table 2:

CVA receives both grant and in-kind funding to support their delivery of arts and culture services for the community. This funding (2024) includes:

- \$58,400 tax funded grant for arts and culture service deliverables.
- \$6,500 in kind for its prorated share of facility repairs, maintenance and utilities
- \$4,050 for its estimated prorated share of permissive tax exemptions
- \$12,400 assistance in lieu of paying a base market rent

Table 2: Two Year Financial and In-kind Assistance Summary

Funding Type	2024-2025 Financial Implications	
	2024	2025
Financial contribution:		
Tax Revenue Funded Fee For Service Arts and Culture Grant	58,400	59,600
Strategic Planning Grant (Every 4 Years)		2,500
Total Financial Grant	\$ 58,400	\$ 62,100
In-Kind Contribution:		
Rent (\$14 PSF + 3% increases each year)	\$ 12,400	\$ 12,800
Facility Repairs and Maintenance, Insurance and Utilities	6,500	6,600
Permissive Property Tax Exemption	4,050	4,400
Total In-Kind Support	\$ 22,950	\$ 23,800
Total Contributions	\$ 81,350	\$ 85,900

The total financial contribution to the Society is \$81,350 in 2024 and will increase by approximately 6% to \$85,900 as a result of the \$2,500 strategic planning grant and inflationary increases.

All financial grant contributions are in the 2024 operating budget and funded through tax revenue.

ADMINISTRATIVE IMPLICATIONS:

The agreements will be administered by the Recreation, Culture, and Community Services Department which will continue to be the City liaison to the Society and oversee the associated arts and culture planning work.

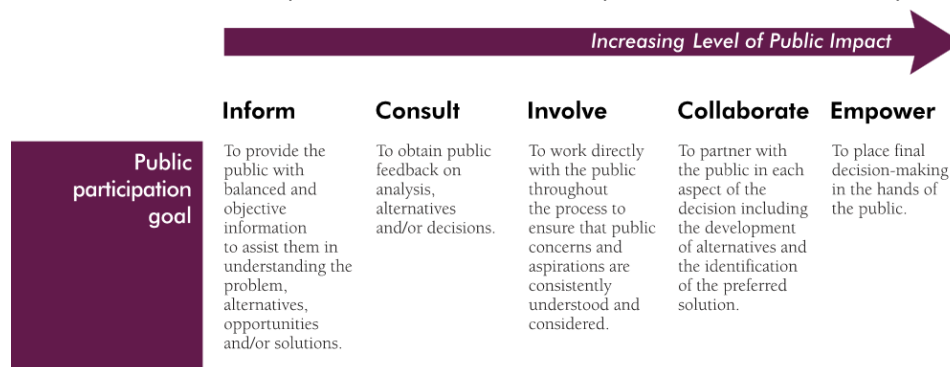
STRATEGIC PRIORITIES REFERENCE:

This initiative addresses the following strategic priorities:

- Arts, Culture, and Heritage - Complete Strategic Cultural Plan

PUBLIC ENGAGEMENT:

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



© International Association for Public Participation www.iap2.org

OPTIONS:

1. THAT Council authorize staff to execute the attached two-year Licence to Occupy agreement between the City of Courtenay and Comox Valley Community Arts Council for the occupation and use of a portion of the property located at 580 Duncan Avenue, Courtenay, British Columbia, legally described as PID: 028-799-925 Lot B, Section 61, Comox District Plan EPP15696, subsequent to the publishing of notice; and
 THAT Council authorize staff to execute the attached amended Grant Fee For Service agreement between the City of Courtenay and Comox Valley Community Art Council for it's provision of arts and culture services as outlined in the agreement; and
 THAT Council direct staff to proceed with discussions with the Comox Valley Community Art Council regarding the future renewal of its grant fee for service agreement based on service deliverables that align with objectives and actions identified in the Strategic Cultural Plan, subject to Council's adoption of the Strategic Cultural Plan.
2. THAT Council provide alternative direction to staff.

ATTACHMENTS:

1. Comox Valley Community Art Council (CVCAC) License to Occupy dated January 1, 2024
2. CVCAC Amended Grant Fee For Service Agreement dated January 1, 2024
3. Comox Valley Arts - Fee For Service Deliverables Report, 2024

Comox Valley Community Art Council Licence to Occupy and Grant Fee for Service Agreement

Prepared by: Joy Chan, Manager of Business Administration
Reviewed by: Adam Langenmaier, Director of Financial Services
Susie Saunders, Director of Recreation, Culture and Community Services
Concurrence: Geoff Garbutt, M.Pl., MCIP, RPP, City Manager (CAO)

LICENCE TO OCCUPY AGREEMENT

THIS AGREEMENT DATED THE 1ST DAY OF January 1, 2024

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:

THE COMOX VALLEY ART COMMUNITY ART COUNCIL (INC. NO.7703.), a Society duly registered in accordance with the laws of British Columbia, having its mailing address at 580 Duncan Avenue, Courtenay, BC, V9N 2M7

(the “**Licensee**”)

WHEREAS:

- A. The City owns lands having a civic address of 580 Duncan Avenue, Courtenay, British Columbia, legally described as PID: 028-799-925, Lot B, Section 61, Comox District, Plan EPP15696 (the “**Land**”);
- B. The building known as the Centre For the Arts (the “**Building**”) has been constructed on the Land, and is owned by the City; and
- C. The City has agreed to grant the Licensee an exclusive licence to occupy a portion of the Building for use as an administrative office all on the terms and conditions herein set forth.
- D. This Agreement shall supercede any previous agreements related to the occupation and use of the Building and Land including the Memorandum of Understanding dated July 28, 2020 and upon execution of this Agreement shall deem said agreement null and void.

NOW THEREFORE in consideration of mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. LICENCE TO OCCUPY

- 1.1 Subject to the terms of this Agreement, the City hereby grants to the Licensee the exclusive licence to occupy that part of the second floor of the Building having an area of 738 square feet as shown outlined in purple in Schedule A hereto (the “**Licenced Area**”).
- 1.2 Subject to the terms of this Agreement, the Licensee shall have, in connection with the Licenced Area: a non-exclusive right and licence, in common with the City and other users of the Building, to use the entrances, lobbies, hallways, stairways, second floor meeting room/boardroom (“**Boardroom**”), second floor washrooms, second floor kitchen and mail room (the “**Common Areas**”) outlined in green in Schedule A and Schedule B; and
- 1.3 Subject to the terms of this Agreement, and in consideration of the payment of a Licence fee in the sum of one dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, the City hereby grants to the Licensee the right by way of the Licence to occupy the Land and Building in accordance with this Agreement.

2. TERM

- 2.1 The term of this Agreement shall be for a period of two years (two) years commencing on January 1, 2024 and ending on December 31, 2025 (the “**Term**”).

3. HOLDING OVER

- 3.1 If the Licensee should hold over after the expiration of the Term and the City should accept the Licensee’s holding over, the new term created shall be on a month to month basis and the holding over shall be subject to the covenants and conditions herein contained so far as the same are applicable on a month to month basis.

4. USE OF PREMISES

- 4.1 The Licensee will use the Licenced Area solely as an administrative office and a digital creation hub, and for no other purpose except with the prior written approval of the City.

5. REPAIRS AND MAINTENANCE

- 5.1 The Licensee shall be responsible for assuming the operating and maintenance cost of the Licenced Area which will include: cable, telephone, internet, interior window cleaning, interior janitorial service and interior janitorial supplies, lamp and tube replacement, interior security, cost of all risk property insurance, liability and contents insurance, operations related remodeling, painting or upgrades subject to the City’s advance approval in accordance with section 5.5 of the Agreement, and cost and maintenance of all equipment and furnishings related to the Licenced Area which will include computers, furniture, fixtures, and any equipment not attached to the structure of the Building in accordance with Schedule B;

- 5.2 The Licensee shall not make any structural repairs or alterations to the Building without the City's prior written consent.
- 5.3 Any damage to the Licenced Area, the Building or the Land caused by the Licensee or its invitees will be the Licensee's responsibility. Use of office equipment belonging to the City and/or the primary Licensee will be at the Licensee's sole risk and expense.
- 5.4 The Licensee shall reimburse the City for expenses incurred by the City in repairing any damage caused to the Licenced Area or Common Areas or the Building, the improvements thereon or any part thereof as a result of the negligence or wilful act of the Licensee, its invitees, Licensee's, agents or other persons from time to time in or about the Licenced Area, the Building or the Land.
- 5.5 In addition to the Licensee's obligation for the operating and maintenance costs of the Licenced Areas under section 5.1, the Licensee may undertake improvements, construction or renovations of the Licenced Areas at the Licensee's sole expense ("Improvements") subject to the Licensee:
 - a) not being in default under this Licence;
 - b) having obtained the prior written consent of the City; and
 - c) having achieved all necessary permits and approvals, including, without limitation, compliance with the *Building Code*.
- 5.6 In giving its consent to the Improvements, the City may impose any conditions, including, without limitation, location requirements, use restrictions, financial restrictions, insurance requirements and security obligations.
- 5.7 The Licensee acknowledges and agrees that any Improvements made by it do not constitute a partnership or other form of relationship between itself and the City, other than as licensor and Licensee, and that any capital investment in the Land or Building by the Licensee does not create an obligation or expectation of future Licence renewals.
- 5.8 The Licensee acknowledges and agrees that all Improvements become the property of the City upon affixation to the Building, without any obligation by the City to pay for such Improvements.
- 5.9 The Licensee acknowledges that all Improvements, past and present, are to remain affixed to the Land.

6. LICENSEE'S RESPONSIBILITY AND EXPENSES

- 6.1 The Licensee shall comply with its constitution and bylaws at all times and shall notify the City whenever a change in the Licensee's constitution or bylaws occurs.
- 6.2 All Society operational expenses will be paid by the Licensee.

- 6.3 The Licensee shall in all respects abide by and comply with all applicable enactments of the federal government, provincial government, the City or any other governing body whatsoever and with all local building and fire codes and any internal procedures and rules established by the City, in any manner affecting the Land.

7. USE OF BOARDROOM

- 7.1 The Licensee may book the second-floor Boardroom in the Building for use on a first come first serve basis through the second-floor primary License of Occupation holder as designated by the City.

8. ASSIGNMENT AND SUBLICENCING

- 8.1 The Licensee shall not assign the benefit of this Agreement in whole or in part or grant or permit any sub-licence of the Licenced Area or Common Areas or any part thereof and shall not permit any business to be conducted in or from the Licenced Area or Common Areas or any part thereof by any sub-licence or concessionaire, without the prior written consent of the City.

9. RELEASE AND INDEMNITY

- 9.1 The Licensee hereby releases, indemnifies and saves harmless the City and its elected and appointed officials, officers, employees, agents, successors and assigns from any and all liabilities, obligations, losses, damages, costs, penalties, fines, demands, claims, suits, causes of actions or actions whatsoever (including without limitation, the full amount of all legal fees, costs, charges and expenses) by any person arising directly or indirectly from

- a) any breach, violation, or non-performance of any covenant, condition or agreement in this Agreement set forth and contained on the part of the Licensee to be fulfilled, kept, observed and performed; or
- b) any damage to property in or about the Licenced Area, the Land or the Building.

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

10. INSURANCE

- 10.1 The Licensee is responsible for insuring all personal property and contents in the Licenced Area, to full replacement cost against risk of fire and other risks against which a prudent owner would insure. Without limiting the foregoing, the Licensee shall, at its own expense, secure and maintain in force during the Term of this Agreement or any renewal thereof:
- a) a policy of comprehensive/commercial general liability insurance providing coverage against claims for personal injury, death, property damage and other potential loss and damage upon, in, or about the Land and Building, and arising out of or in connection with Licensee's use and occupation of the Building or any

part thereof in an amount of not less than TWO MILLION (\$2,000,000) DOLLARS, or such other amount as the City may reasonably request, inclusive per occurrence;

- b) a policy for Licensee's legal liability in an amount of not less than FIVE HUNDRED THOUSAND (\$500,000) DOLLARS, or such other amount as the City may reasonably request; and
- c) a policy for non-owned automobile liability, in an amount of not less than TWO MILLION (\$2,000,000) DOLLARS, or such other amount as the City may reasonably request.

10.2 The Licensee shall ensure that all policies of insurance pursuant to this Agreement:

- a) 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;
- b) contain a waiver of subrogation clause in favour of the City;
- c) contain a clause requiring the insurer not to cancel or change the insurance without first giving the City THIRTY (30) DAYS' written notice thereof;
- d) name the City as an additional insured; and
- e) contain a cross liability clause.

10.3 Upon the City's request, the Licensee shall deliver to the City certified copies of the policies of insurance required to be maintained by the Licensee under this Agreement.

10.4 The Licensee 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 Licensee shall pay to the City as additional fees the amount of such premium immediately upon demand.

10.5 The Licensee shall not do or suffer or permit to be done, or omit to do or suffer or permit another person to omit to be done, any act or anything which may render void or voidable, or which may conflict with, the requirements of any policy or policies of insurance, including any regulations of fire insurance underwriters applicable to such policy or policies, whereby the Land or Building or the contents of the Land or Building are insured, or which may cause any increase in premium to be paid in respect of any such policy or policies. In the event that any such policy or policies is or are cancelled by reason of any act or omission of the Licensee, the City shall have the right, at its option, to terminate this Agreement forthwith by giving written notice of termination to the Licensee, and in the event that the premium to be paid in respect of any such policy or policies is or are increased by any act or omission of the Licensee, including the use of the premises for the purposes for which they are licenced in this Agreement, the Licensee

shall pay to the City the amount by which said premiums shall be so increased, as additional fees.

11. TERMINATION

11.1 Either the Licensee or the City may terminate this Agreement for any reason provided SIXTY (60) DAYS' advance written notice is delivered to the other party.

11.2 The City may immediately terminate this Agreement if any of the following events arise:

- a) the Licensee makes an assignment for the benefit of creditors;
- b) that the Licensee fails to hold a general meeting of members for a consecutive period of eighteen (18) months or longer;
- c) the Licensee becomes bankrupt or insolvent or takes the benefit of any Act now or hereafter in force for bankrupt or insolvent debtors;
- d) that any order is made for the winding up of the Licensee;
- e) the Licensee is struck off the Corporate Register by the Registrar for any just reason whatsoever; or
- f) the Licensee or the City terminates the Arts and Culture Fee for Service Agreement dated June 16, 2020 and amended June 1, 2024, herein attached as Schedule D.

12. NOTICE

12.1 Any notice or instrument required to be given or made by this Agreement shall be in writing and either delivered in person, faxed or sent by registered mail to the other party at the address set out below, or at such other address as each party may designate by notice in writing to the other party:

City of Courtenay
830 Cliffe Avenue
Courtenay, BC V9N 2J7
Attention: Director of Recreation, Culture, and Community Services

Any notice herein provided or permitted to be given by the City to the Licensee will be sufficiently given if delivered to the Licensee addressed to:

Comox Valley Community Art Council
580 Duncan Ave
2nd Floor,
Courtenay, BC
V9N 2M7
Attention: Executive Director

The address for notice may be changed by either party from time-to-time by providing written notice of such change as herein contained.

- 12.2 If any question arises as to when notice was given, it shall be deemed to have been received by the intended recipient on the earlier of the day it was received, or on the fifth day after it was mailed, faxed or otherwise given to the intended recipient.

13. GENERAL

- 13.1 Wherever the singular or masculine is used herein, the same shall include the feminine, plural and body corporate or politic where the context or the parties so require.
- 13.2 Headings are provided for convenience only and do not form part of the terms of this Agreement. Wherever the singular or masculine is used herein, the same shall include, the feminine, plural and body corporate or politic where the context or the parties so require.
- 13.3 If any section of this Agreement shall be found to be illegal or unenforceable, then such section shall be considered to be separate and severable from this Agreement and the remaining sections of this Agreement shall be unaffected thereby and shall remain and be enforceable to the fullest extent permitted by law as though the illegal or unenforceable section had never been included in this Agreement.
- 13.4 There are no promises or obligations by or on behalf of either party other than the express covenants and provisions contained in this Agreement upon which any rights against either party may be founded. This Agreement constitutes the entire agreement between the parties hereto, and shall supersede all negotiations representations, documents, and previous agreements made by either party in respect to the use and occupation of the Licenced Area and Common Areas.
- 13.5 This Agreement shall not fetter the discretion of the City's municipal council and all powers of the City are expressly reserved, subject only to the terms of this Agreement.
- 13.6 This Agreement shall enure to the benefit of and be binding upon the parties hereto and upon the parties' respective successors and assigns.
- 13.7 Time shall be of the essence in this Agreement.
- 13.8 Each party hereto shall execute and deliver all such further assurances, documents and instruments and do all such further acts as may be reasonably required to carry out the full intent and meaning of this Agreement.
- 13.9 This Agreement shall be governed by the laws and courts of British Columbia and of Canada applicable therein.
- 13.10 This Agreement may be signed in counterparts and such counterparts shall constitute a valid and binding agreement.

As evidence of their agreement to be bound by the above terms and conditions, the parties have executed this agreement below, on the respective dates written below.

**THE CORPORATION OF THE
CITY OF COURTENAY,**)
by its authorized signatories:)
)
)
)
)
)
_____)
Corporate Officer)

**COMOX VALLEY COMMUNITY
ART COUNCIL**)
by its authorized signatories:)
)
)
)
_____)
Jennifer Casey, Executive Director)
)
)
)
_____)
Name)

Schedule A



2nd Floor Total Exterior Area 4152 sq ft
Total Interior Area 3963 sq ft

Schedule B



SCHEDULE C:
COST APPORTIONMENT

	ITEM	CITY	LICENSEE
1	Heating Fuels	100% All Year	
2	Water	100% All Year	
3	Electricity	100% All Year	
4	Preventative maintenance and repairs and replacement of HVAC systems	100% All Year	
5	Dumpster rental and garbage removal	100% All Year	
6	Parking area snow removal	100% All Year	
7	Snow removal from exterior entrances.	100% All Year	
8	Landscaping of common areas outside of the Building	100% All Year	
9	Window cleaning-interior		100% All Year
10	Window cleaning-exterior	100% once a year	
11	Furnishings and equipment supply and repair		100% All Year
12	Janitorial Services and supplies in Exclusive Licensed Areas		100% All Year
13	Security patrol services	100% All Year	
14	Building security alarm hardware and installation services	100% All Year	
15	Telephone equipment and maintenance		100% All Year
16	Telephone service plan, cable and internet.		100% All Year
17	Parking lot maintenance	100% All Year	
18	Exterior perimeter waste cleanup	100% All Year	
19	Fire safety systems maintenance	100% All Year	

20	Licensed Area operational maintenance & repairs including repainting, paint touch up and lamp and tube replacement.		100% All Year
21	Common Area repairs and maintenance	100% All Year	100% if damage caused by Licensee's use.
22	Structural, building envelop, plumbing, electrical repairs and maintenance.	100% All Year	100% if damage caused by Licensee
23	Elevator repair and maintenance	100% All Year	

SCHEDULE D

Arts and Culture Fee for Service Agreement
AMENDMENT #1

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Arts and Culture Fee for Service Agreement
AMENDMENT #1

THIS AGREEMENT dated for reference January 1, 2024

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:

COMOX VALLEY COMMUNITY ARTS COUNCIL (INC. NO.7703), a Society duly incorporated under the laws of the Province of British Columbia with mailing address of 202-580 Duncan Avenue, Courtenay, BC V9N 2M7.

(the "**Society**")

WHEREAS:

- A. It is the goal of the Comox Valley Community Arts Council (hereinafter called the "Society") to promote and celebrate a vibrant, inclusive arts community for community benefit.
- B. The strategic direction through the Official Community Plan Bylaw 3070, 2022 (the "OCP") are Reconciliation, Community Well-Being, Equity and Climate Action; the OCP identifies Arts, Culture and Heritage objectives and policies that support these cardinal directions; the City's Cultural Service Review, 2019 recommendations and key findings include providing sustainable multi-year funding support to the Society and the City's strategic priorities for 2023-2026 are:
 - 1) complete the Strategic Cultural Plan
 - 2) implement the Strategic Cultural Plan; and
 - 3) identify appropriate roles and responsibilities for the City in the delivery of economic development services in the region.
- C. The parties entered into an Arts and Culture Fee For Service Agreement dated for reference June 16, 2020 (the Service Agreement) with excerpts of which are attached as Schedule A.
- D. Subject to Council approval of this agreement and the Society providing an updated Fee For Service Deliverables Report on March 1, 2025, the City has agreed to extend the Arts and Culture Grant for the 2025 fiscal year to align with the term of the Arts and Culture Fee For Service Agreement.

NOW THEREFORE THIS ADDENDUM is evidence that in consideration of the mutual promises contained in this Arts and Culture Fee For Service Agreement and other good and valuable consideration paid by each of the parties to the other (the receipt and sufficiency of which each party acknowledges), the parties covenant and agree as follows:

1. Except as defined herein or amended hereby, capitalized terms used in this Addendum and not otherwise defined shall have the meanings defined in the Service Agreement.
2. Section 4 of the Arts and Culture Fee for Service Agreement is amended to provide as follows:
 - a) The City will grant to the Society a fee-for-service grant for achieving the deliverables identified in Section 3. of this Agreement as outlined in Table A.
 - b) The grant shall be paid by the City within forty-five days of receipt of an invoice from the Society, subject to City Council annual budget approval.
3. Table A: Arts and Culture Grant is amended to provide as follows:

Date of Invoice	Operating Year	Fee for Service Grant
June 16th	2020	\$24,375
August 1st	2020	\$24,375
TOTAL		\$48,750
April 1st	2021	\$27,500
August 1st	2021	\$27,500
TOTAL		\$55,000
April 1st	2022	\$28,050
August 1st	2022	\$28,050
TOTAL		\$56,100
April 1st	2023	\$28,600
August 1st	2023	\$28,600
TOTAL		\$57,200
April 1st	2024	\$29,200
August 1st	2024	\$29,200
TOTAL		\$58,400
April 1st	2025	\$29,800
August 1st	2025	\$29,800
TOTAL		\$59,600

4. The City will grant to the Society an in-kind building repair, maintenance, insurance, and utility contribution estimated in the amount of \$8,800 each year of the Term which is the City's in-kind contribution to the Society through the Licence Agreement for the building's annual repair, maintenance, insurance, and utility budget:
 - i. to be expensed at the discretion of the City's Civic Properties Operations Division in meeting the City's responsibilities and expenses identified in the Licence of Occupation dated for reference June 1, 2024 between the City and the Society; and
 - ii. calculated by prorating the City's Centre For the Arts total annual facility repair, maintenance, insurance, permissive tax exemption estimate and utility budget based on the rentable square foot occupied by the Society; and
 - iii. subject to amendment and annual budget approval by City Council;
5. Time shall continue to be of the essence.
6. The parties confirm the Service Agreement in all other respects. The Service Agreement and this amendment agreement shall be read and construed as one document.
7. This Addendum shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.
8. The parties will execute and deliver such further documents and instruments and do all such acts and things as may be reasonably necessary or requisite to carry out the full intent and meaning of this Addendum and to effect the transactions contemplated by this Addendum.
9. Counterparts - This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed an original, but all such counterparts shall together constitute one and the same document. This Agreement may be executed and transmitted by electronic means and if so executed and transmitted this Agreement will be for all purposes as effective as if the parties had delivered an executed original Agreement.

IN WITNESS WHEREOF this Addendum has been executed and delivered on the respective dates written below.

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

Susie Saunders, Director of Recreation,)
Culture and Community Services)

**COMOX VALLEY COMMUNITY)
ART COUNCIL**)
by its authorized signatories:)
)
)
)

Jennifer Casey, Executive Director)
)
)
)

Name)

SCHEDULE A

ARTS AND CULTURAL FEE FOR SERVICE AGREEMENT COMOX VALLEY ARTS

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:

COMOX VALLEY COMMUNITY ARTS COUNCIL (INC. NO.7703), a society duly incorporated under the laws of the Province of British Columbia with mailing address of 202-580 Duncan Avenue, Courtenay, BC V9N 2M7.

(the "Society")

WHEREAS:

- A. It is the goal of the Comox Valley Community Arts Council (hereinafter called the "Society") to promote and celebrate a vibrant, inclusive arts community for community benefit.
- B. The City of Courtenay (hereinafter referred to as the "City") strategic objectives are to:
- responsibly provide services at levels which the people we serve are willing to pay
 - continue to support arts and culture
 - support social, economic and environmental sustainability solutions
 - consider effective ways to engage with and partner for health and safety of the community
 - value and recognize the importance of our volunteers
- C. The City and the Society wish to enter into Agreement for the Society to:
- facilitate and animate arts and culture in the community
 - collaborate with the community in wide variety of cultural activities, workshops, events, festivals, exhibition spaces, seasonal programs, and support of members groups
 - educate and promote the Comox Valley as a creative and dynamic arts producing center.

Page 1 of 9



Jennifer Casey, Executive Director
Comox Valley Arts
580 Duncan Avenue, Suite 202
Courtenay, BC V0N 2M7
ed@comoxvalleyarts.com

Feb 13, 2024

Susie Saunders, Director
City of Courtenay Department of Recreation, Culture and Community Services
830 Cliffe Avenue
Courtenay, BC V9N 2J7

Dear Susie, Joy and the RCCS Team,

As requested, I am writing to provide you with the latest update on our partnership and the progress of the Fee for Service Agreement (FFSA) between Comox Valley Arts and the City of Courtenay. Enclosed is our report detailing the status of ongoing programs, phased deliverables, and the trajectory of our collaboration.

In this report, you will find an analysis of our efforts to fulfill the commitments outlined in the FFSA. We have provided insights into the achievements, challenges, and areas requiring review or adjustment. Additionally, the report highlights how our organization has piloted new programs and enriched existing initiatives, demonstrating our commitment to innovation and continuous improvement.

Amidst the challenges posed by the pandemic, we have remained steadfast in our dedication to community engagement in the arts, and the arts and cultural enrichment of our community. However, it is crucial to acknowledge the evolving landscape of our sector (much of this due to changes brought on by the pandemic), which has prompted a reframing of priorities and necessitated a nuanced approach to partnership agreements.

As we move forward, we are committed to collaborating closely with the City of Courtenay to ensure that our partnership remains responsive to the needs of our community and aligned with our shared goals. We believe that by engaging in open dialogue and strategic refinement, we can further strengthen our collaboration and maximize our collective impact.

Thank you for your continued support and partnership. We look forward to discussing the contents of this report in more detail and exploring opportunities for further collaboration. We understand the next steps are to schedule a delegation with Council, and await the final Cultural Plan prior to discussing a revised and new agreement.

Should you have any questions or require additional information, please do not hesitate to contact me at ed@comoxvalleyarts.com

Sincerely,

A handwritten signature in black ink, appearing to be 'JC' followed by a long, flowing horizontal line.

Jennifer Casey
Executive Director
Comox Valley Arts



Comox Valley Arts: Fee For Service Deliverables Report

Executive Summary:

This report provides a detailed analysis of the deliverables outlined in the Fee for Service Agreement (FFSA) between Comox Valley Arts and the City of Courtenay covering June 2020- August 2024. The report offers insights into the status of ongoing programs, the progress of phased deliverables, and the advancement of secondary and ongoing phases. It delineates achievements, areas of advancement, and aspects necessitating review or adjustment, offering a view of the partnership's trajectory. Amidst the progress of our ongoing programs, it's crucial to recognize that their successful execution places significant demands on the limited resources of our team, comprising one full-time and one part-time employee, underscoring the importance of strategic resource allocation and capacity management. Finally, the pandemic has precipitated a paradigm shift in how arts organizations operate, prompting a reassessment of priorities that diverge from those outlined when the agreement was initially drafted, necessitating a flexible approach to align the FFSA with current organizational imperatives and community needs. The FFSA ends in August of 2024.

Ongoing Programs:

Comox Valley Arts continues to demonstrate unwavering dedication to its ongoing programs, which encompass a diverse array of initiatives aimed at community engagement and cultural enrichment. Comox Valley Arts has embarked on piloting new initiatives while simultaneously enhancing the quality, conceptual depth, and overall significance of its established programs.

Initial Phase Deliverables:

While progress has been commendable in certain areas, the report reveals nuances in the fulfillment of initial phase deliverables. Monthly meetings with cultural service providers and consultation with regional working groups have progressed as planned. Efforts by regional collaboratives have made some deliverables no longer relevant, or duplicative of other, broader efforts.

Secondary and Ongoing Phases:

The report shows efforts aimed at promoting tourism and economic development through arts and culture, collaborating in facilities planning, and enhancing creative placemaking initiatives. While strides have been made in aligning these endeavors with organizational objectives, certain initiatives require review to ensure feasibility and alignment with organizational mandate and community needs.

Need for FFSA Review:

Crucially, the report identifies the imperative need to revisit specific aspects of the FFSA to ensure alignment with evolving organizational priorities, address capacity challenges, and reflect changes in programmatic focus and community dynamics. The establishment of a cultural scorecard, clarification of deliverables, and adjustments to reporting timelines and requirements emerge as focal points for strategic refinement.

COMOX VALLEY ARTS | FEE FOR SERVICE AGREEMENT DELIVERABLE REPORT

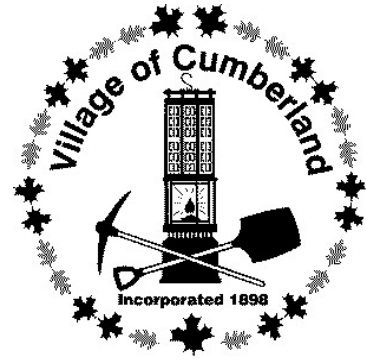
PROJECT TITLE	City of Courtenay FFSA Agreement
TIMELINE	June 2020 - August 2024

PREPARED BY	JENNIFER CASEY, EXECUTIVE DIRECTOR
DATE	2-14-24

2024 Planned Activities		
PHASE	DETAILS	
1	PHASE	DELIVERABLES
		Status
	Publish and Promote the Central Island Arts Guide	On Schedule
	Coordinate and deliver general programming , youth and seniors.	On Schedule
	Coordinate and deliver the Downtown Summer Street Markets	On Schedule
	Ongoing Program: Comox Valley Digital Creation Hub*	On Schedule
	Ongoing Program: Knowledge Sharing *	On Schedule
	Ongoing Program: Central Island Studio Tour*	On Schedule
	Ongoing Program: Incubator Microgrant Program*	On Schedule
	Ongoing Program: Arts + Land*	On Schedule
	Ongoing Program: Exhibitions feat. Regional Artists*	On Schedule
	Ongoing Program: Community Events*	On Schedule
	Ongoing Program: A-School Pro-D for Artists*	On Schedule
Ongoing Programming: The Art Wagon*	On Schedule	
Ongoing Program: The 30 Day Drawing Challenge*	On Schedule	
*Core programming run by CV/Arts not mentioned in the FFSA		
PHASE	DELIVERABLES	Status
2	I. Coordinate Community & Core Cultural Partners Outreach/Convening.	
	Quarterly round-table meetings with cultural constituents - engage and outreach with larger arts community including aboriginal stakeholder inclusion	On-Hold
	Monthly meetings with four cultural service providers.	On Schedule
	Consultation with regional inter-municipal working groups for Arts Cultural and Heritage as liaison for community feedback on cultural planning issues.	On Schedule
	*Support Peer-based inclusion or indigenous practice, policy and preservation.	On Schedule
	Data collection and creation of systems.	On Schedule
	II. Promote Tourism and Ec/Dev through Arts and Culture Lens	
	Continue to cultivate cultural tourism through general programming, youth and senior programs and centralized marketing streams	On Schedule
	Development of our community's Cultural Industry profile through tourism and Ec/Dev resources.	On Schedule
	Further development of the 'business of arts' educational series.	On Schedule
	III. Collaborate in Facilities Planning	
	Initiate planning for general facility needs assessment.	Needs Review
	Assist in defining the City of Courtenay's visual identity and implementation of policy for public art, wayfinding, heritage recognition and urban development.	On Schedule
	Leverage current funding to increase capacity	On Schedule
	Improve digital strategies and innovation.	On Schedule
	Support OCP Strategies as well as the Downtown Courtenay Playbook.	On Schedule

3	III. Secondary & Ongoing Phases	Continue development and actualization of the above listed	On Schedule							
		Convene summit of all Arts, Culture and Heritage stakeholders and users	Needs Review	unknown		Low	500 Est. Hours (2 staff planning for 8 weeks 100 person summit/conference)	Aligned		This deliverable needs more information. What is the scope of the convening, and how is this effort not duplicating other convening efforts locally or regionally. Currently we have asked our arts and culture groups to participate in the cultural plan. Once the plan is finalized and priorities have been established, we can hold a summit regionally. This type of event takes a lot of capacity and planning that would have to deprioritize our core work.
		Creative Placemaking initiatives and activation of public spaces	On Schedule	June 2020	August 2024	Medium	Some embedded in work, some a stretch for us to do	Aligned		We lack the capacity to program and activate all the spaces in Courtenay that need activation. With our limited resources, we are able to activate a portion of Duncan Avenue every wednesday during the summer street market and we are advocating for the creation of a public pedestrian only space in alignment with the Downtown Courtenay Playbook (Duncan Commons; see above). We are trying to also channel some resources towards activating the SID Plaza and the Parklet by the Museum.
		Creation of resources directory including but not limited to venues, arts organizations, suppliers, artists and cultural workers, open projects and opportunities.	In-Progress	June 2020	August 2024	Medium	Embedded in ongoing work	Aligned		This is an ongoing effort connected to our Professional Development work. We are also working on developing a formalized process for serving as a fiscal agent on behalf of other smaller arts groups in the Comox Valley. This is a great way we can leverage our charitable and non-profit status to benefit fledgling organizations and artists seeking grants.
		Assess and centralize Arts, Culture and Heritage tourism and marketing efforts for the region, establish a cultural tourism advisory committee.	Not Started	unknown				Aligned		We have not convened a cultural tourism advisory committee. There have been many tourism planning efforts in the past 12 months including a regional (inclusive of Campbell River) plan led by 4VI in 2023. In 2024, a local strategic planning effort is outlining priorities for the coming ten years. CV/Arts sits as an advisor on both of these efforts. While the establishment of a Cultural Tourism Advisory committee is a good idea, we haven't been able to work on this with our simultaneous projects and ongoing work.
		Facility needs assessment and development plan.	Needs Review	unknown				Not Aligned		See above.
4	IV. Partner with the City to develop a Cultural Scorecard by Dec. 31, 2021 with Core Cultural Partners to Measure Effectiveness.*	Establish Milestones/categories which CV/Arts will be evaluated based on the core deliverables outlined in this section.	Needs Review	unknown		Passed deadline		Not Aligned		This deadline passed with prior staff. After reviewing the FFSA, this deliverable is not aligned with CV/Arts organizational mandate and is a potential area where arm's length arrangements are in question. "To what end," is a question that has been brought up with peer stakeholders. Consider altering the expectations of this deliverable. CV/Arts can provide feedback to the City from our convenings of community members and stakeholders. We can talk to artists and stakeholders about "how we are measuring up," and what Courtenay needs to be a vibrant arts center and report back.
		Collect Stakeholder and community feedback on the effectiveness of achieving core deliverables.	On Schedule							Through conversations with stakeholders, we understand there are mixed feelings about the Cultural Scorecard initiative. All organizations deal with significant capacity challenges and existing reporting requirements for funders.
		*Note: This deadline passed prior to leadership transition. *								
5	V. Reporting	By March 31st every year CV/Arts to provide annual report including a financial plan for the upcoming fiscal year.	On Schedule							
		By March 31st of subsequent year, CV/Arts will present to Council a detailed summary (total members, summary of workshops, programs and events, and exec. summary of Core Deliverables met and not yet met)	On Schedule							

OFFICE OF THE MAYOR



June 27, 2024

File No. 0400-60

By email: jokane@courtenay.ca

City of Courtenay
830 Cliffe Avenue
Courtenay, B.C. V9N 2J7

Dear Mayor Wells,

RE: Strengthening Communities' Grant

Thank you for your letter of June 13, 2024 regarding the expiration of the Strengthening Communities Grant (SCG) and the potential impacts of the funding termination and plans for sustaining services.

Cumberland Council has approved the Village's participation and collaboration with Comox Valley local and regional government partners and discussions with the BC Government regarding an extension of the Strengthening Communities' Services Program, for support for unsheltered homeless populations and related community impacts.

The Strengthening Communities Grant has provided critical funding for this important regional service to support the Comox Valley's unsheltered and unhoused populations. I know Council members share your concerns about the potential impacts of the funding termination and related community impacts.

Yours truly,

A handwritten signature in black ink, appearing to be "V. Brown", written over a horizontal line.

Vickey Brown
Mayor

Cc: Town of Comox
Comox Valley Regional District

PO Box 340, 2673 Dunsmuir Avenue, Cumberland, B.C. V0R 1S0
Tel (250) 336-2291 Fax (250) 336-2321
Email: Mayor.Brown@cumberland.ca

From: [InfoAlias](#)
To: [Legislative Services](#); [Chow, Ed](#); [Panneton, Mark](#); [Bourgeois, Lisa](#)
Subject: FW: Donation Request-Sd71 Youth Climate Action Event
Date: Monday, June 24, 2024 1:18:35 PM
Attachments: [Outlook-yvx0vjsc.png](#)

From: Serina Allison <Serina.Allison@sd71.bc.ca>
Sent: Monday, June 24, 2024 10:10 AM
To: Wells, Bob <mayor@courtenay.ca>; InfoAlias <info@courtenay.ca>
Subject: Donation Request-Sd71 Youth Climate Action Event

Serina Allison

School District 71 Youth Climate Event Committee

Serina.allison@sd71.bc.ca

Attention: Courtenay City Mayor and Council

Mayor Bob Wells mayor@courtenay.ca

CAO Geoff Garbett info@courtenay.ca

Hello,

We are writing to you on behalf of School District 71 Youth Climate Event organizing committee to seek your support for an important upcoming event: the Youth Climate Symposium 2024. This event is scheduled to take place on November 14th, 2024, at the Filberg Centre in Courtenay and aims to bring together students from grades 8-12 across our region for two days of connection, art, science, learning, and community-building focused on responding to the climate crisis.

Building on the success of the February 2020 Youth Climate Conference, the 2024 event will provide a platform for young Comox Valley residents to process their feelings about climate change and plan local actions together.

The symposium also aligns with the objectives outlined in Courtenay's Official Community Plan (OCP) regarding climate action, and we believe it will play a vital role in fostering a proactive and hopeful mindset among our youth.

To ensure the success of this event, we are requesting the Courtenay City Council's consideration for the following support:

1. Waiving all facilities costs for the Filberg Centre for the symposium (two days are required, Nov 13th for setup and Nov 14th for event)
2. A \$5,000 cash donation to support overall event expenses.

The financial support and waiving of facilities costs will enable us to allocate resources more effectively towards creating a comprehensive and impactful program. This includes engaging workshops, inspirational speakers, and collaborative activities that will IGNITE curiosity and action among the participants.

We believe that by supporting the Youth Climate Event 2024, the Courtenay City Council will be making a significant investment in the future of our community. This event will not only educate and inspire our youth but also empower them to take meaningful actions towards climate resilience and sustainability.

We greatly appreciate your consideration of our request and are happy to provide any additional information or meet to discuss this further. Thank you for your time and for your continued commitment to supporting initiatives that benefit our community and environment.

Sincerely,

Serina Allison

I respectfully acknowledge the privilege of my home and life on the traditional and unceded territory of the Pentlach, E'iksan, Sahtloot, and Sasitla people of the K'ómoks First Nations.

I extend my highest gratitude for their depth of connection, respect, and understanding for the land and water as the traditional stewards of this territory from time immemorial.

I honour and respect the hard work the land, water, plants, and animals have done to support this Land of Plenty since the beginning.

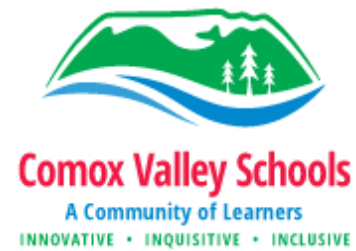
As part of reconciliation, I am committed to learn more of the original people, their practices, and the beings of this place.

Lead Teacher in Environmental Sustainability & Numeracy

<http://learn71.ca/environmental-outdoor-learning-eol/>

serina.allison@sd71.bc.ca

250.650.6421



Background Information for SD71 Request re: Youth Climate Action Event

The following additional information was provided by Serina Allison, Lead Teacher in Environmental Sustainability and Numeracy, with SD71 in response to clarifying questions asked by City staff:

1. Why isn't the event held in SD71 facilities (which presumably would be free)?
 - a. The event will be occurring during school hours so all SD71 facilities are full and in-session with students and staff.
2. Where was the 2020 event held and were facility rental fees paid for? How many youth attended the 2020 event?
 - a. The 2020 event was held at Florence Filberg Centre.
 - b. Facility rental fees were paid. Donations were accepted for food, snacks, and coffee through other community non-profits and businesses.
 - c. The 2020 event had approx. 350 students and 50 adults in attendance.
3. What contributions does SD71 make towards the event? Do you have a budget for the event that can support your request?
 - a. Please see attached budget. (Table 1).

Additional information for Council's consideration (provided by staff):

As per the recently adopted Recreation Facility Rental and User Fees Bylaw, SD71 facility rentals fall under the "Adult Not-For Profit, Government, School Districts" user group category.

SD71 currently has facilities within the Florence Filberg Centre (conference hall, kitchen, Soroptimist lounge), booked for the dates as described (November 13 and 14).

Under the amended bylaw, in effect as of September 1st, 2024, the charges will be approximately \$1715 (under the current bylaw, the fees would have been approximately \$1560).

Table 1: SD71 Submitted Budget

2024 SD71 Youth Climate Conference				
		SD71	CVRD	Other
Facilities	Filberg Centre			
	Rental (maybe donated by City)			\$1,500
Technical support				
	Rental	\$600		
	Professional fees	\$600		
Food and Beverage	Will seek sponsor			\$6,000
Rentals	Tablecloths, etc	\$1,000		
Supplies		\$500		
Guest artists				
	Supplies	\$500		
	Gifts/Acknowledgements	\$500		
	Fees	\$2,000		
Speaker fees				
	Fees	\$2,000		
	Gifts/Acknowledgements	\$200		
Printing				
	Posters	\$200		
	Art	\$200		
	Programs	\$100		
Release time for SD71	\$400/day x 5 days x 6 staff	\$12,000		
	Indigenous Ed advise			
Transportation		\$1,000		
CVRD consultant time	80 hours		\$6,400	
	Total contribution by organization	\$ 21,400	\$ 6,400	\$ 7,500
	TOTAL BUDGET			\$ 35,300
Revenue	Grants			\$ 3,000
	Out of district PAYER fees			\$ 500
	TOTAL COST	\$ 21,400	\$ 6,400	\$ 4,000

July 5th, 2024

Comox Valley for Palestine
comoxvalley4palestine@gmail.com

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

Dear Mayor Wells and Council Members,

We are writing to you on behalf of Comox Valley for Palestine (CV4P) to express our profound disappointment and frustration with the City of Courtenay's handling of the escalating crisis in Gaza. We are now ten months into the devastating Israeli military operation that has resulted in the slaughter of over 40,000 Palestinian civilians. In this context, Courtenay Council's actions have been inadequate and dismissive, reflecting a troubling double standard and an undercurrent of racism.

On June 12th, Courtenay Council released a statement officially reiterating the Canadian federal government's calls for a ceasefire. While we appreciate the eventual acknowledgment of the crisis, this statement came far too late and only after persistent pressure from CV4P members. Moreover, Courtenay Council refused our request to present to them, thereby silencing grassroots community voices attempting to highlight the relevance of the Gaza genocide to the Comox Valley. The rationale offered for the refusal was that the matter was outside your jurisdiction, yet the very purpose of our presentation was to establish this crucial connection between global issues and local actions.

Courtenay Council's statement regrettably fails to address the genocide explicitly. Instead, it adopts a misleading stance of false equivalence, equating the systematic extermination of Palestinian civilians with the October 7th, 2023 attack by Hamas. This both-sides rhetoric is deeply problematic and emblematic of anti-Palestinian racism. It is notable that Courtenay did not hesitate to waive rental fees for a Ukraine fundraiser, raise the Ukrainian flag, or post ways to support Ukraine on its website without requiring a delegation's appeal. The contrasting responses to the Ukrainian and Palestinian crises underscore a blatant double standard rooted in racial bias and white supremacy.

We must emphasize that part of CV4P's responsibility is to critique and hold our community's political representatives accountable. Courtenay Council's actions, or lack thereof, echo those of settler colonial Canadian and United States governments, which perpetuate and support the ongoing oppression of Palestinians. Your tepid ceasefire statement, issued after months of bureaucratic deflections and refusals to engage with our community, is a stark example of political timidity and hypocrisy.

The situation in Gaza is dire and demands immediate and unequivocal condemnation. The Israeli military continues to kill Palestinians daily, and the international community, including local governments like yours, has a moral duty to speak out against these atrocities. The comparison to your council's swift and enthusiastic support for Ukraine starkly highlights the selective empathy and solidarity extended by Courtenay Council. The ease with which the council took a stand against Russia's invasion of Ukraine, while dragging its feet on Gaza, is a clear indication of the selective value placed on different human lives.

As we continue to witness the genocide in Gaza, we remain committed to refusing ignorance and complicity in the face of severe human rights violations. The people of Courtenay deserve representatives who stand firmly for humanity and justice, without succumbing to political convenience or racial bias. We urge you to reconsider your stance and take meaningful action to support Palestinian safety and freedom.

We will not forget Courtenay Council's cowardice in the face of genocide. We will persist in our advocacy and continue to hold our local government accountable for their actions and inactions.

Sincerely,

Comox Valley for Palestine



The Corporation of the City of Courtenay

Briefing Note

To: Council

File No.: 2240-20 SID

From: Director of Recreation, Culture and Community Services

Date: July 17, 2024

Subject: Sid Williams Theatre Capital Projects Update

PURPOSE: To inform Council of the upcoming Sid Williams Theatre Lighting Grid Upgrade project and other future capital projects being led by the Sid Williams Theatre Society.

BACKGROUND:

The Sid Williams Theatre Society (the Society) holds a five-year licence to occupy (the licence) and a management and operating grant fee for service agreement (the grant agreement) with the City. These agreements are up for renewal and currently carry over on a month to month basis. The Society is required, through the licence, to obtain prior written approval before carrying out improvements to the Sid Williams Theatre (the Theatre). In addition, the grant agreement identifies that the Society will undertake fundraising and apply for grants to make capital improvements or for the purchase of equipment for the Theatre.

The Theatre's overhead stage lighting grid has been of concern to the Society over the past several years. From a safety perspective, the existing fixed overhead stage lighting grid requires the Theatre's staff to navigate sixteen-foot ladders while carrying approximately 40 pounds of lighting instruments and work at these heights for extended periods of time. With increased theatre bookings, change over in rentals, and requests for complex theatre lighting plots, the Theatre's staff are spending a significant amount of time in changing over lighting fixtures.

The Society considered two options to provide safer access and an efficient process of changing stage lighting fixtures:

- 1) Purchase a hydraulic manlift; or
- 2) Upgrade the fixed lighting grid system to an automated computer-controlled mechanical system.

The Society has ultimately decided to pursue the second option as a hydraulic lift would not provide a more efficient method of lighting fixture changes and would require storage space that the Theatre does not have. In addition, a hydraulic lift not address the concerns related to the lack of information regarding the existing load bearing limits on the roof. A computerized lighting grid system would address the safety concerns, shorten the staff time required for lighting equipment changes, require an engineering study to confirm the load bearing requirements, and would improve the Society's artistic lighting capabilities. The estimated cost for an upgraded lighting grid system would be approximately \$600,000 which includes installation, equipment, structural works, and consultant fees.

DISCUSSION:

After a decision was made by the Society to pursue an upgrade to a mechanical lighting grid system, the Society applied for funding in 2023. The Society was successful in its application for \$250,000 from the BC Arts Council, BC Arts Infrastructure Grant. The Society will be contributing another \$250,000 from its reserves. The remaining \$100,000 would be funded through the Society's direct borrowing. The Society will also be contributing approximately \$20,000 of additional funding towards decommissioning the existing

fixed overhead stage lighting grid in preparation for the new installation, re-hanging lights, hazardous material assessment of the attic and roof area, obtaining project insurances and other project administrative costs.

The Society engaged an experienced theatre consultant, Schick Shiner and Associates to oversee the project. The consultant has assembled an experienced consultant team to act as the design professionals on record for the project. Included on the project team is the architectural firm who led the major Theatre renovation in 1999-2000 and also a structural engineer to be the professional engineer on record to confirm the theatre's roof load capacity, the structural design for the proposed mechanical lighting grid system, and letters of assurance for the building permit application.

This past May, the Society awarded the installation contract to a general contractor. Staff are working with the Society to ensure all risk management and insurance requirements are met for all consultants and contractors involved and are submitted to the City before a letter of approval to proceed is provided to the Society to proceed with the works. The project is scheduled to commence the end of July and be completed by mid-September.

OTHER CONSIDERATIONS

Theatre Asset Management Planning

Staff are working with the Sid Williams Theatre Society to ensure the Society is actively involved in the Theatre's capital asset management plan to reduce the likelihood of a theatre asset failure that could affect the Theatre's ability to provide its services to the community. Through the upcoming Licence of Occupation renewal which will be presented at a Council meeting this fall, language will be added to the agreements in which the Society will be required to submit an annual updated five-year theatre capital budget. The Society's five-year theatre capital budget will identify the Society's short and medium term capital projects based on the Society's priorities as the operator of the Theatre and will identify the funding sources over and above what it requests from the.

Theatre capital projects are major capital improvements or upgrades to the Theatre that are required for the Theatre operations and provision of services as performing arts theatre. These capital projects are over and above the building's heat and ventilation capital equipment and building envelop capital management plans that are the City's cost responsibility.

Stage Elevator Replacement

The replacement of the stage elevator is another project planned for 2025 that is contingent on the Society's successful grant application to Canadian Heritage for \$500,000. The total estimated project budget is approximately \$700,000. The existing stage elevator is over 30 years old and is approaching the end of its lifecycle. Recent elevator code changes have resulted in significant safety upgrades in order for the stage elevator to remain code compliant and retain its operating permit under the jurisdiction of Technical Safety BC. Replacement parts for the current system are no longer manufactured and would require custom fabrication. The Society is looking to upgrade the stage elevator to a spiral lift stage elevator system that can accommodate heavier stage loads.

The Society has been in communication with the potential funder and will be working towards an application this year. The Society is requesting the City contribute approximately \$100,000 to the project and the remaining \$100,000 will be funded by the Society's fundraising initiatives. Staff will review the request and its alignment with City cost responsibilities and outcomes of the Cultural Strategic Plan, will include this for Council's consideration in the financial plan.

Digital Marquee

The Society would like to replace the existing box letter theatre marquee sign with a digital marquee sign in 2025. The Sid is seeking full project funding through BC Gaming of approximately \$70,000. A sign permit and a variance application will be required for this project.

Auditorium Seating

The existing auditorium seating was installed in the 1999-2000 renovation. Seats have been well maintained but are aging. The Society is looking to replace with removable models that allow for a flexibility in the set-up of the theatre auditorium. This project has been deferred to 2026 - 2027. The total project cost is approximately \$200,000 and the Sid would be looking to leverage a portion of their own funding to apply for third party grant funds in addition to City funding which amount is to be determined.

The above is just a summary of currently identified capital projects which the Society has or is actively seeking funding. An updated five-year capital request will be presented to Council in the fall as part of the Society's agreement renewal staff report.

POLICY ANALYSIS:

Cultural Service Review, 2019

- Support the Sid Williams Theatre in an application to the Canada Cultural Spaces Fund for support, and/or other grant sources
- Continue to maintain to a high standard all cultural infrastructure and City-owned or leased cultural assets.

OCP, 2022

Arts and Culture Chapters

- ACH 7: Continue to support the downtown as the region's arts, culture, and heritage hub by ensuring key cultural partners such as the Comox Valley Art Gallery, the Courtenay and District Museum, the Sid Williams Civic Theatre, and the Comox Valley Community Arts Council continue to be located downtown, and promoting and investing in public art and cultural opportunities downtown.

FINANCIAL IMPLICATIONS:

Through these three planned theatre capital projects, the Society's contributed assets are estimated to be approximately \$1,570,000. These capital assets, once affixed to the Theatre, will become the City's property.

Capital Project Description	Timeline	Estimated Project Budget
Theatrical Lighting Grid System Upgrade	Summer 2024	\$600,000
Stage Elevator Replacement	2025	\$700,000
Digital Marquee	2025	\$70,000
Auditorium Seat Replacement	2026-2027	\$200,000
<i>Total Estimated Contributed Capital Assets</i>		<i>\$1,570,000</i>

The Society's request for the City's financial contribution will be included in the proposed 2025-2029 capital budget financial plan.

ADMINISTRATIVE IMPLICATIONS:

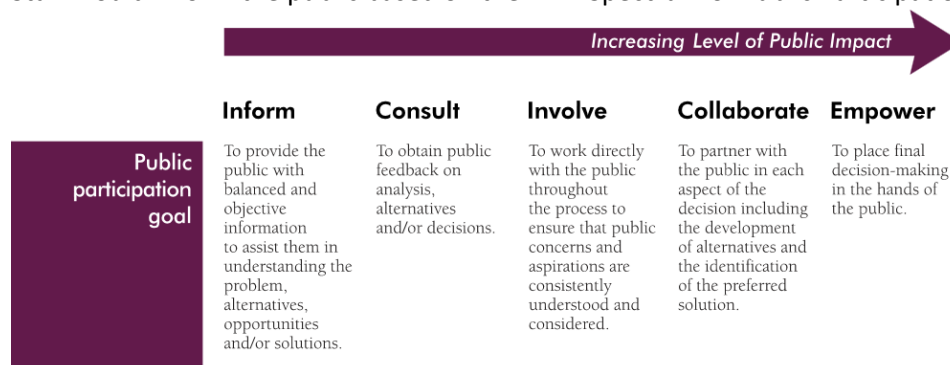
The Recreation, Culture and Community Services Department will ensure the City's risk management and insurance requirements are met before approvals are provided as per the licence to occupy and management and operating grant fee for service agreements.

STRATEGIC PRIORITIES REFERENCE:

N/A

PUBLIC ENGAGEMENT:

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



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RECOMMENDATION: THAT Council receive the "Sid Williams Theatre Capital Projects Update" briefing note.

Prepared by: Joy Chan, Manager of Business Administration

Reviewed by: Susie Saunders, Director of Recreation, Culture and Community Services

Concurrence: Geoff Garbutt, M.P.I., MCIP, RPP, City Manager (CAO)

From: Cassidy vander Ros <Cassidy.V@nickelbros.com>
Sent: Thursday, July 4, 2024 5:20 PM
To: InfoAlias <info@courtenay.ca>
Cc: Bourgeois, Lisa <lbourgeois@courtenay.ca>
Subject: Relocated homes bylaw amendments - Considerations from another municipality

Hello Mayor and Council (and Lisa!),

It was a pleasure to be able to speak with you last week.

I wanted to share the recording from Sechelt council yesterday in which they held the first reading of their own bylaw amendments. Council there makes some good points regarding their community diversity that I expect would be relevant to Courtenay as well:
<https://www.youtube.com/watch?v=30TeVU7L fs> This discussion starts at 1:04:30. I hope it can provide some insight for your own considerations. I particularly enjoyed the part where the Mayor notes that the relocated home in question is likely to be the most valuable home in that neighborhood, and that it was "constructed" in less than 3 weeks! 😊

And also an article that was recently published based on our meeting:
<https://www.cbc.ca/news/canada/british-columbia/courtenay-house-replacement-bylaw-1.7252568>



This B.C. couple found a housing solution for their growing family — but a bylaw stood in their way | CBC News

When Paul Myers and Jessica Evans looked at moving an existing house onto their property, they discovered that the City of Courtenay updated its bylaws earlier this year to only allow that option for homes less than 15 years old.

www.cbc.ca



2024-07-03 Regular Council Meeting

www.youtube.com

We recently collaborated with the Ministry of Environment and Zero Waste BC to create case studies and circular best practices for C&D challenges, so I will share these when they are released as well. Please let me know if there is anything I can provide, or any questions I can answer in the meantime.

Thank you,

Cassidy vander Ros

Manager of Communications, Business Development and Marketing



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The Corporation of the City of Courtenay

Staff Report

To: Council
From: Director of Corporate Services
Subject: Council Code of Conduct Bylaw

File No.: 0530
Date: July 17th 2024

PURPOSE:

To present a Council Code of Conduct bylaw for Council consideration.

BACKGROUND:

Newly mandated by Bill 26 amendments to the Community Charter in 2022, local governments are required to consider amending an existing code of conduct or developing a code of conduct in the absence of one within six months of a general election. To help guide the development of comprehensive and effective codes of conduct, the new regulation was accompanied by prescribed principles as outlined in the “Principles for Codes of Conduct Regulation” as follows:

- Council members must carry out their duties with integrity;
- Council members are accountable for the decisions that they make, and the actions that they take, in the course of their duties;
- Council members must be respectful of others;
- Council members must demonstrate leadership and collaboration.

Although compliant with the legislation, Council’s existing Code of Conduct dates back to the 2014-2018 Council term. Since then, municipal codes of conduct have become more established in BC, and the current Council Code of Conduct does not include some sections that are now considered to be common, including procedures for handling complaints, and remedies for breaches of the Code.

DISCUSSION:

At its April 26, 2023 meeting, Council directed that staff initiate a Code of Conduct review with Reece Harding, a specialized local government lawyer and former City of Surrey Integrity Commissioner. Council held two in camera Committee of the Whole meetings in 2023 to discuss preferences for the Council Code of Conduct, and directed that staff work with Reece Harding to draft a Code of Conduct Bylaw based on the following:

- Code applies to Council;
- Complaints may be made by members of Council and City staff;
- Legislated provisions, non-legislated provisions and interpersonal matters included;
- 60-day limitation period for making a complaint;
- 90-day limitation period for investigating a complaint (investigator empowered to extend);
- Possible sanctions to include:
 - Letter of reprimand or apology letter, either public or private;
 - Limitations on access to certain City facilities;

- Suspension or removal from City Committees and Acting Mayor schedule;
 - Prohibition from representing the City at events and/or attending seminars or conferences;
 - Request for an apology;
 - Recommendation to attend training, coaching or counselling;
 - Recommendation to complete volunteer hours or make a charitable donation;
 - Reduction in remuneration;
 - Directions to the City Manager regarding the method of providing confidential information;
 - Public censure;
 - Any other recommendations from the third-party investigator;
- Initial intake of complaints by City Manager, Corporate Officer or third-party investigator
 - Investigations conducted by third-party investigator
 - Investigator will have summary dismissal powers
 - Moratorium on code of conduct complaints and investigations from the start of the local government election nomination period up to the inaugural meeting of Council;
 - Consideration of code of conduct complaints and reporting of findings to be presented in an Open meeting of Council whenever possible, in accordance with Sections 89 and 90 of the *Community Charter* and privacy legislation;
 - Preference for informal resolution of complaints when appropriate;
 - Council members indemnified up to \$10,000 if no breach is found.

The draft bylaw is now complete and ready for Council's consideration.

POLICY ANALYSIS:

Among other changes, Bill 26 amended the *Community Charter* to require that Council consider whether to have a Code of Conduct, and if one exists, whether to review the existing Code of Conduct. This must be done within six months after its first regular Council meeting following the election. Council's inaugural meeting was November 7, 2022, so it must consider its Code of Conduct by May 7, 2023. Any resulting amendment may occur after the deadline for consideration.

The City of Courtenay is in compliance with newly established legislative requirements regarding the consideration of the development of or amendment to a Council Code of Conduct.

FINANCIAL IMPLICATIONS:

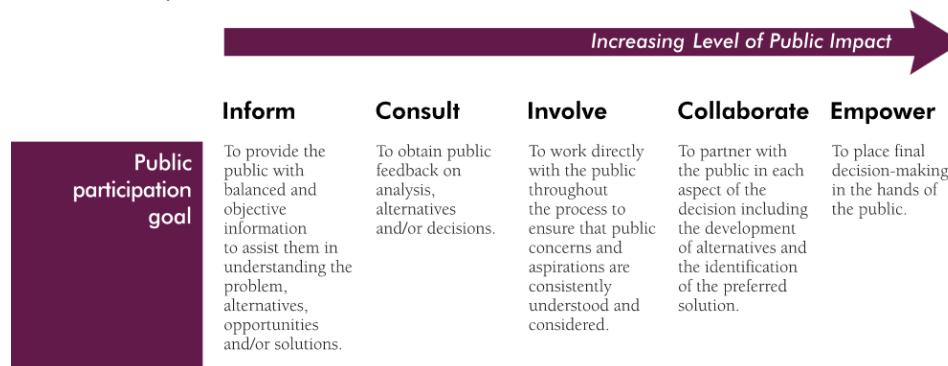
There is \$40,000 in Financial Plan for 2024 to complete the Code of Conduct bylaw and for the cost of administering the new Code, i.e. conducting investigations.

ADMINISTRATIVE IMPLICATIONS:

Review of the Code of Conduct is part of core duties for Corporate Services. Administrative implications of the application of the updated Code of Conduct will be determined by the number and complexity of complaints received. Once the Code is adopted, staff will conduct intake and administration for complaints/investigations, but investigations themselves will be conducted by a third-party investigator.

PUBLIC ENGAGEMENT:

The Code of Conduct applies to Council only, and complaints may be made by Council and members of City staff. Staff would inform the public as part of the public agenda process, based on the IAP2 Spectrum of Public Participation:



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OPTIONS:

1. THAT Council give first, second and third readings to "Council Code of Conduct Bylaw No. 3150, 2024";
AND THAT Council repeal the existing Council Code of Conduct Policy, effective upon adoption of Council Code of Conduct Bylaw No. 3150.
2. THAT Council provide alternative direction to staff.

ATTACHMENTS:

1. Council Code of Conduct Bylaw No. 3150, 2024

Prepared by: Kate O'Connell, MPP, Director of Corporate Services (Corporate Officer)

Concurrence: Geoff Garbutt, M.Pl., MCIP, RPP, City Manager (CAO)



The Corporation of the City of Courtenay

Bylaw No. 3150

A bylaw to regulate the conduct of Council Members.

WHEREAS Council Members are keepers of the public trust and must uphold the highest standards of ethical behaviour in order to build and maintain the public's trust and confidence in local government;

AND WHEREAS it is to the benefit of the community for Council Members to conduct their business in accordance with the guiding principles of integrity, transparency, accountability, civility, respect, leadership and collaboration;

AND WHEREAS Council Members are expected to:

- a) Make decisions that benefit the community;
- b) Act lawfully and within the authority granted by the *Community Charter, Local Government Act* and other applicable enactments;
- c) Be free from undue influence and not act to gain financial or other benefits;

AND WHEREAS a Code of Conduct bylaw establishes standards and expectations with respect to the conduct of Council Members;

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

PART ONE – ETHICAL CONDUCT

Division 1– Interpretation and Application

Citation

1. This Bylaw shall be cited as “**Council Code of Conduct Bylaw No. 3150, 2024**”.

Definitions

2. In this Bylaw:

“**City**” means the City of Courtenay;

“**City Manager**” means the Chief Administrative Officer for the City;

“**Council Member**” means the Mayor and Councillors for the City;

“FIPPA” means the Freedom of Information and Protection of Privacy Act (British Columbia);

“Investigator” means the investigator appointed in section 23;

“Solicitor” refers to a lawyer in good standing with the Law Society of British Columbia appointed in section 19;

“Staff” means an officer or employee of the City, but does not include contractors.

“Complaint” means a formal allegation, in accordance with the complaint procedures set out in this Bylaw, that a Council Member has breached this Bylaw.

“Complainant” means a person who has submitted a Complaint.

“Conflict of Interest” refers to pecuniary and non-pecuniary conflicts of interest governed by the *Community Charter* and common law.

“Gifts and Personal Benefits” means an item or service of value that is received by a Council Member for personal use or enjoyment.

“Municipal Officer” means a member of Staff designated as an officer under Section 146 of the *Community Charter*.

“Personal Information” has the same meaning as in the Freedom of Information & Protection of Privacy Act.

“Respondent” means a Council member whose conduct is the subject of a Complaint.

Interpretation

3. (1) This Bylaw is to be interpreted broadly and in a manner that is consistent with the *Community Charter*.

(2) The intention of Council in enacting this Code is not to stifle Council Members or to limit their ability to fully perform the governmental and advocacy functions that their position entails, with all the vigour, flair and freedom that is typical of a well-functioning democratic institution, but instead to guide Council Members to undertake those functions in a manner that accords with sound ethical principles.

(3) This Bylaw is not intended to limit the content of comments made by Councillors on matters of public interest, which are protected by section 2(b) of the *Canadian Charter of Rights and Freedoms*.

(4) The foundational principles in section 4 are to inform the interpretation of the substantive provisions of this Bylaw and shall not form stand-alone bases for complaints.

(5) Nothing in this Bylaw is intended to preclude Council Members, prior to the filing of a complaint, from speaking to each other in order to resolve matters which may otherwise be captured by this Bylaw.

(6) Any enactment referred to herein is a reference to an enactment of British Columbia and its regulations, as amended or replaced from time to time.

Foundational Principles

4. Responsible conduct is based on the foundational principles of integrity, accountability, leadership, respect, openness and collaboration:
 - a) Integrity: Council Members, both individually and as a collectively elected body, are keepers of the public trust and must uphold the highest standards of ethical behaviour including by acting lawfully, being free from undue influence, and making decisions that benefit the community;
 - b) Democracy: Council Members are a key part of Canadian representative democracy and should strive to represent the electorate's perspectives to the best of their ability, while remaining true to themselves;
 - c) Accountability: Council Members are trusted to act responsibly and are accountable to the public for their actions and decisions;
 - d) Leadership: Council Members must demonstrate and promote the key principles of the Code of Conduct through their decisions, actions and behaviour, including by demonstrating behaviour that builds and inspires the public's trust and confidence in the City;
 - e) Respect: Council Members must conduct public business with decorum and with proper attention to the City's diversity, by always treating each other and others with respect;
 - f) Openness: Council Members must conduct their duties in an open and transparent manner, except where this conflicts with their duties to protect confidential information;
 - g) Collaboration: The social fabric of communities and the wellbeing of residents depends on solid and sustainable community partnerships. Council Members shall seek to collaborate whenever possible and appropriate.

Application

5. (1) This Bylaw applies to all Council Members, inclusive of their actions in their capacity as members of various boards, committees, and other discretionary appointments.

(2) Unless otherwise provided, this Bylaw does not apply to a Council Member's conduct in their personal life, except to the extent that such conduct reasonably undermines public confidence in local governance.

(3) For clarity, the provisions of this Bylaw apply without limitation to a Council Member's use of personal and professional social media accounts.

(4) In the event of a conflict between this Bylaw and another City Bylaw or policy governing Council Member conduct, this Bylaw prevails.

(5) Where this Bylaw delegates specific duties to the City Manager and Corporate Officer, these employees may consult and coordinate with other staff members, including but not limited to, the Director of Corporate Services and the Manager of Human Resources.

Division 2 – Conduct Regulations

Comply with all Laws

6. Council Members shall comply with all applicable federal, provincial and municipal laws in the performance of their public duties, including but not limited to:
- a) the Local Government Act;
 - b) the Community Charter;
 - c) FIPPA;
 - d) British Columbia Employment Standards Act
 - e) the Financial Disclosure Act; and
 - f) all bylaws and policies of the City.

General Conduct

7. Council Members shall not:
- a) engage with others, including Staff, members of the public and other Council Members, in a manner that is abusive, bullying, intimidating or derogatory; or
 - b) use their office to attempt to gain personal or financial benefits for themselves or their family members, friends or business interests.

Interactions with Staff

8. (1) Council Members shall not:
- a) interfere with, hinder, or obstruct Staff in the exercise or performance of their roles, responsibilities, powers, duties, or functions in accordance with section 153

of the *Community Charter*, nor impair the ability of municipal officers or Staff to implement Council policy decisions;

- b) request or require that Staff undertake personal or private work for or on behalf of a Council Member; or
- c) request or require that Staff engage in political activities, or subject them to reprisal of any kind for refusing to engage in such activities.

(2) If a Council Member is unsure where to direct a question or inquiry regarding a departmental issue or other work-related item, or regarding a personal item that requires interactions with the regulatory functions of the City, they shall direct the question or inquiry to the City Manager, or to a Director or the Corporate Officer with a copy to the City Manager.

Interactions with the Public and Media

9. (1) Council Members shall not:

- a) misrepresent a decision of Council, even if they disagree with that decision; or
- b) make any disparaging comments about other Council Members, Staff or other City representatives.

(2) When presenting their individual opinions and positions, Council Members shall explicitly state that it is their own personal view and that they do not represent Council or the City in those views. For a social media account, this may be accomplished through a statement on the Council Member's profile.

Conduct of Meetings

10. (1) Council Members shall conduct themselves with decorum at meetings. This includes:

- a) complying with all conduct provisions set out in *Council Procedure Bylaw No. 2730, 2013*;
- b) adequately preparing for meetings;
- c) using respectful language;

(2) Without limiting subsection (1), examples of behaviour that may constitute a breach of decorum could include:

- a) using offensive gestures or signs;
- b) failing to listen courteously and attentively to all discussions before the body;

- c) making comments not germane to the business of the body;
 - d) interrupting other speakers, except to raise a point of order; or
 - e) otherwise interfering with the orderly conduct of a meeting.
- (3) To find a breach of decorum under this section, the conduct of the member must, in the opinion of the Investigator, fall well below the standard expected of a Council Member.

Handling of Confidential Information

11. (1) Council Members shall keep information and records prohibited from release under section 117 of the *Community Charter* in strict confidence.
- (2) Without limiting the generality of subsection (1), Council Members shall not disclose:
- a) information or records concerning the property, personnel, legal affairs, or other information of the City distributed for the purposes of, or considered in, a closed Council meeting;
 - b) resolutions or Staff report contents from a closed meeting of Council unless and until a Council decision has been made for the information to become public; or
 - c) details on Council's closed meeting deliberations or how individual Council Members voted on a question in a closed meeting.
- (3) Council Members shall not use confidential information to advance, directly or indirectly, their own personal, financial or other private interests.
- (4) Council Members shall take all reasonable steps to ensure that they keep confidential records, and the devices on which those records are stored, secure as per the City's policies on records management or as directed by the City Manager or Corporate Officer from time to time.

Conflict of Interest

12. (1) Council Members shall not participate in discussion of a matter, or vote on a question in respect of that matter, if the Council Member has a conflict of interest.
- (2) In respect of each matter before Council, Council Members shall:
- a) assess whether they have a conflict of interest; and
 - b) determine whether it is necessary to seek independent legal advice.

(3) If a Council Member believes that they have a conflict of interest in respect of a matter in a Council or Committee meeting, the Council Member shall:

- a) prior to the matter's consideration, notify the City Manager, Corporate Officer, and the Mayor or Chair of the meeting that they have a conflict of interest, stating in general terms why they consider that to be the case;
- b) leave any meeting if the matter is discussed and not return until the discussion has ended or voting has been concluded;
- c) refrain from discussing the matter with any other Council Member publicly or privately; and
- d) refrain from attempting in any way to influence the voting on any question in respect of the matter.

Gifts

13. (1) Council Members shall not accept a gift or personal benefit, except in accordance with section 105 of the *Community Charter*.

(2) Council Members shall disclose a gift or personal benefit, received in accordance with section 105 of the *Community Charter*, as per section 106 of the *Community Charter*.

Use of Public Resources

14. (1) Council Members shall not use resources provided to them by the City, including but not limited to:

- a) Staff time;
- b) equipment;
- c) technology;
- d) supplies;
- e) facilities; or
- f) other property,

for private gain, personal purposes, or election-related purposes.

(2) Council Members shall not undertake municipal election campaign related activities at the City Office or on other premises owned by the City during regular working hours, unless such activities are organized by the City or undertaken on the same terms as a member of the public.

PART TWO – INVESTIGATION, COMPLIANCE AND ENFORCEMENT

Division 1 – Implementation and Preliminary Steps

Implementation

15. As an expression of the standards of conduct for Council Members expected by the City, this Code is intended to be self-enforcing. This Bylaw becomes most effective when Council Members are thoroughly familiar with it and embrace its provisions. For this reason, this Bylaw shall be provided as information to candidates for Council.

Preliminary Steps

16. If a Council Member believes that they have observed another Council Member engaging in conduct that would breach this Bylaw, they must attempt to resolve the complaint directly with the other Council Member, if possible, prior to submitting a complaint under section 18.

Division 2 – Complaint Intake

Complaint Procedure

17. (1) Subject to section 17, a Council Member or Staff member may submit a complaint to the City Manager or, if the complaint involves the City Manager, to the Corporate Officer.

(2) A complaint must be in writing, must be submitted within 60 days of the time that the complainant knew or ought to have known of the alleged breach, and must include, with sufficient detail:
 - a) the name of the complainant;
 - b) the name of the respondent Council Member(s);
 - c) the conduct that the complainant alleges was in breach of the Code;
 - d) the date of the alleged conduct;
 - e) the parts of the Code the alleged conduct breached;
 - f) the basis for the complainant's knowledge of the conduct; and
 - g) whether, if the complainant is a Council Member, there was any attempt to resolve the complaint informally under section 17.
(3) Where possible, a complaint should be accompanied by any documents relevant to it.

(4) A complaint may be accepted notwithstanding that it does not comply with every requirement in subsections (2) and (3), if the City Manager or Corporate Officer determines that there has been substantial compliance or if the circumstances otherwise warrant acceptance.

- (5) A complaint submitted outside the time limits set out in subsection (2) must be rejected, except that the City Manager or Corporate Officer may grant an extension of no more than 30 further days if the circumstances of the complaint are sufficiently serious.
- (6) In an election year, a complaint submitted after the nomination period has begun must be accepted and held in abeyance until after the new Council has taken office, at which time the complaint shall only proceed if they relate to a Council Member who was re-elected in that election year.
- (7) For certainty, if the Council Member who is the subject of a complaint held in abeyance pursuant to subsection (5) is not re-elected, the complaint must be rejected.

Preliminary Assessment

- 18. (1) On receipt of a complaint, the City Manager or Corporate Officer shall conduct a preliminary assessment of the complaint in accordance with Part 1 and upon consideration of section 19(2) or forward the complaint to the City's Solicitor to conduct a preliminary assessment.
- (2) If the City Manager, Corporate Officer or Solicitor determines that any of the following circumstances apply, they must notify the complainant and respondent Council Member in writing that the complaint will be closed, stating the reasons for the closure:
 - a) the complaint is not with respect to a breach of this Bylaw;
 - b) the complaint is frivolous, vexatious, or not made in good faith;
 - c) the complaint would be more appropriately addressed through another process;
 - d) the complaint is not in compliance with section 18(2) and the respondent Council Member will be prejudiced by the complainant's failure to comply;
 - e) the complaint concerns the same subject matter as a previous complaint that has already been accepted under this section, and it is not necessary to expand that original complaint or add the new complainant;
 - f) the complainant wishes to withdraw the complaint, and it would be appropriate to allow the complaint to be withdrawn;
 - g) the complaint was submitted by a Council Member, and the Council Member ought to have first attempted to resolve the complaint informally under section 17; or
 - h) there are no possible grounds on which to conclude that a violation of this Bylaw has occurred.
- (3) In completing the preliminary assessment, the City Manager or Corporate Officer or Solicitor may request further information from the complainant before determining

whether there are sufficient grounds to believe that a breach of this Bylaw may have occurred.

- (4) Once a complaint is accepted under subsection (1),
 - a) the Corporate Officer or City Manager must refer the complaint to the Solicitor, if not already referred under subsection (1), for a determination under subsection (b); and
 - b) the Solicitor must then determine whether the complaint requires a formal investigation or whether the complaint may be resolved informally.
- (5) If the Solicitor receives multiple complaints concerning the same matter, the Solicitor must proceed with the first complaint accepted, but may expand the complaint and/or add complainants for the purpose of seeking resolution of the complaint.

Criminal Conduct

19. (1) If, at any stage in the complaint procedure, the City Manager, Corporate Officer, Solicitor or Investigator determines that there are reasonable grounds to believe that there has been a contravention of the *Criminal Code*, or learns that there is an ongoing police investigation into the conduct that gave rise to the complaint, then they must immediately refer the matter to the appropriate authorities and suspend any investigation into the complaint until any resulting police investigation and charge have been finally disposed of, and shall report the suspension to Council, the complainant, and the respondent Council Member.

(2) For certainty, a complaint must be suspended while the respondent is on a mandatory leave of absence under section 109.3(1) of the *Community Charter*, and may be recommenced only once the mandatory leave of absence ends pursuant to section 109.3(1)(b) of the *Community Charter*.

Disqualification Proceedings

20. (1) If, at any stage in the complaint procedure, the City Manager, Corporate Officer, Solicitor or Investigator determines that:
 - a) the subject-matter of the complaint is being addressed in a disqualification proceeding commenced under section 111 of the *Community Charter*; or
 - b) the complainant could commence a disqualification proceeding under section 111 of the *Community Charter* in relation to the matter that is the subject of the complaint the complaint must immediately be suspended until the proceeding under subsection (a) has concluded or the time-period within which the complainant could commence a proceeding under subsection (b) has expired.

(2) If a complaint has been suspended under subsection (1), it may be re-commenced upon the conclusion of a disqualification proceeding, or the time-period within which a disqualification proceeding could be filed has expired, if:

- a) the Council Member who is subject to the complaint has not been disqualified from office by the British Columbia Supreme Court; and
- b) it would be in the public interest to do so.

Division 3 – Resolution Procedures & Investigations

Informal Resolution

21. (1) Where the City Manager, Corporate Officer, or the Solicitor has determined that the complaint may be resolved informally, the City Manager, Corporate Officer or the Solicitor may, at their discretion, either attempt to resolve the complaint directly, or refer the complaint to:
- a) the Mayor, if the complaint is made by a Council Member or the City Manager, unless the complaint is against the Mayor in which case the complaint will be referred to the Acting Mayor; or
 - b) the City Manager, if the complaint is made by a Staff member.
- (2) When determining whether the complaint may be resolved informally, the City Manager, Corporate Officer or the Solicitor may consider culturally appropriate or transformative or restorative justice approaches, and may engage a third-party mediator or facilitator to assist for this purpose.
- (3) Where the City Manager, Corporate Officer or the Solicitor has referred the complaint in subsection (1), the Mayor or City Manager, as the case may be, may agree to assist in resolving the complaint directly, or may appoint a third party to assist in resolving the complaint at their discretion.
- (4) The person assisting in the informal resolution of a complaint shall assess the suitability for settlement or resolution on an ongoing basis and may decline to assist at any point.
- (5) The complainant or respondent Council Member may decline to participate in an informal resolution at any time.
- (6) If the complaint is resolved informally by someone other than the Solicitor, the person assisting in resolving the complaint must notify the Solicitor in writing of the terms of the resolution, upon receipt of which, the Solicitor must close the complaint.
- (7) If the person assisting in the informal resolution of a complaint declines to assist, the complainant or respondent Council Member declines to participate, or 30 days has passed since the determination in section 19(4) was made by the Solicitor to resolve the complaint informally, then the complaint shall be referred in accordance with section 23.

Referral to Third-Party Investigator

22. (1) If the Solicitor determines that the complaint requires a formal investigation under section 19(4), or in the event that informal resolution is unsuccessful, they shall refer the complaint to a neutral and independent third-party Investigator of their choosing to conduct an investigation and notify the complainant and respondent Council Member of the referral.
- (2) The Investigator shall, at all times during an investigation, have power to dismiss a complaint on a preliminary basis as set out in section 19.
- (3) The Solicitor may dismiss an Investigator if, in the Solicitor's judgment, the Investigator has engaged in conduct that would be detrimental to the continued processing of the complaint.

Formal Resolution

23. (1) Once retained, the Investigator shall deliver the complaint to the respondent Council Member, along with a request that the respondent Council Member provide a written response to the complaint, together with any submissions that the respondent chooses to make, within 10 days, subject to the Investigator's discretion to reasonably extend the timeline.
- (2) The Investigator may, at their discretion, deliver the respondent Council Member's written response and submissions to the complainant and request a reply in writing within 10 days, subject to the Investigator's discretion to reasonably extend the timeline.
- (3) The Investigator may:
- a) speak to anyone relevant to the complaint;
 - b) (b) request disclosure of documents relevant to the complaint, including closed meeting minutes; and
 - c) (c) access any record in the custody or control of the City, within the meaning of FIPPA, with the exception of records subject to solicitor-client privilege.
- (4) The Investigator has discretion to conduct the investigation as they see fit, but must ensure that the investigation complies with the rules of procedural fairness and natural justice required in the circumstances of the complaint.

Confidentiality

24. (1) The City Manager, Corporate Officer, Solicitor and Investigator must make all reasonable efforts to process and investigate complaints in a confidential manner.

- (2) The Investigator and every person acting under the Investigator's instructions must preserve confidentiality with respect to all matters that come into the Investigator's knowledge in the course of any investigation or complaint, except as otherwise required by law.
- (3) Council Members must make all reasonable efforts to keep complaints under this Bylaw, at any stage, confidential, except as otherwise provided in this Bylaw.

Obstruction

- 25. (1) No Council Member or Staff member will obstruct the Investigator, Solicitor, City Manager or Corporate Officer in relation to the administration of this Bylaw or the investigation of a complaint.
- (2) Without limitation, the following shall constitute obstruction:
 - a) uttering of threats or undertaking any reprisal against any person involved in the complaint;
 - b) destruction of relevant records or documents; and
 - c) refusal to cooperate with the Investigator.
- (3) A person who is found to have obstructed the Investigator, Solicitor, City Manager or Corporate Officer will be subject to appropriate disciplinary action, which may include, but is not limited to:
 - a) the sanctions and remedies as described in section 30;
 - b) discipline or termination of employment for just cause; or
 - c) prohibition against filing a complaint under this Bylaw for a specified and reasonable period of time.

Frivolous and Vexatious Complaints

- 26. Any individual who is found to have obstructed the Investigator, Solicitor, City Manager or Corporate Officer, or who makes complaint that is subsequently found to have been made in a deliberately frivolous, vexatious or malicious manner, or otherwise made in bad faith, will be subject to appropriate disciplinary action, which may include, but is not limited to:
 - a) in the case of Council Members, sanctions and remedies as described in section 30;
 - b) in the case of Staff, disciplinary measures or termination of employment for just cause, as applicable; or

- c) in the case of any complainant, prohibition from filing complaints under this Bylaw for a specified period of time.

Division 4 – Adjudication and Reporting

Final Determination by Investigator

27. (1) The Investigator must conclude the investigation and make a determination regarding the alleged breach within 90 business days of referral under section 23(1), unless the Investigator determines that doing so is not practicable, in which case the Investigator must notify the complainant and respondent Council Member of the delay and provide a revised decision date, which may be extended by periods of up to 30 days at a time on provision of written notice to the complainant and respondent Council Member.
- (2) If, after reviewing all the material information, the Investigator determines that a Council Member did not violate this Bylaw, then the Investigator shall:
- a) prepare a written investigation report providing reasons for their determination, which shall include a determination of whether the complaint was submitted frivolously, vexatiously or in bad faith;
 - b) deliver a summary of the investigation report to the complainant; and
 - c) deliver a copy of the investigation report to the respondent Council Member and Council, along with the City Manager and the Corporate Officer.
- (3) If, after reviewing all the material information, the Investigator determines that a Council Member did violate this Bylaw, then the Investigator shall:
- a) prepare a written investigation report providing reasons for their determination, which must include:
 - i. a summary of the factual findings of the Investigator;
 - ii. an application of this Bylaw, and any other applicable law, to the facts;
 - iii. a recommendation of the appropriate sanction, subject to subsection (iv); and
 - iv. if applicable, a determination of whether the respondent Council Member took all reasonable steps to avoid the breach or whether the breach was trivial, inadvertent or due to an error in judgment made in good faith, in which case the Investigator may recommend that no sanction be imposed;
 - b) notify the complainant that the investigation is complete and inform them that the investigation report, or a summary thereof, will be subsequently released by Council in accordance with section 29(4);

- c) deliver a copy of the investigation report to the respondent Council Member; and
 - d) 48 hours after the delivery of the investigation report to the respondent Council Member, deliver a copy of the investigation report to Council, along with the City Manager and the Corporate Officer.
- (4) The Investigator may choose to distribute the investigation report to Council under this section through the Corporate Officer.

Final Determination by Council

28. (1) Council must, within 30 business days of the Investigator's delivery of the investigation report, decide on the appropriate measures, if any, that are warranted by a breach of this Bylaw.
- (2) Prior to making any decision regarding the findings and recommendations set out in the investigation report, the respondent Council Member must be provided with an opportunity, in person and in writing, to comment to Council on the Investigator's determinations and recommendations.
- (3) While an investigation report may be considered in a closed meeting, if the circumstances warrant and there is a valid reason to close the meeting under section 90 of the *Community Charter*, when Council deliberates and votes on the Investigator's recommendation, it will generally do so in an open meeting.
- (4) If Council chooses to deliberate and vote in an open meeting, proper redactions to the materials shall take place to ensure that personal information is not disclosed in contravention of FIPPA.
- (5) Within 30 days of receiving the investigation report under section 28(2)(c) or section 28(3)(d), Council must, subject to the City's obligations under FIPPA, release to the public the investigation report, or a summary thereof, along with a summary of Council's decision, if applicable.

Remedies

29. (1) Council may impose the following remedies for a violation of this Bylaw:
- a) letter of reprimand from Council, addressed to the respondent Council Member;
 - b) a request from the Council that the respondent Council Member issue a letter of apology;
 - c) the publication of the letters contemplated in subsections (a) and (b), along with the respondent Council Member's response, if any;
 - d) directions to the City Manager or Corporate Officer regarding the method of providing documents that contain confidential information to the respondent Council Member;
 - e) a recommendation that the respondent Council Member:

- i. attend specific training or counselling;
 - ii. complete a specified number of volunteer hours; or
 - iii. make a charitable donation of a specified or unspecified amount to a particular charity;
 - f) limitations on access to certain City facilities;
 - g) prohibition from representing the City at events and/or attending conferences or seminars;
 - h) suspension or removal of the respondent Council Member from the Acting Mayor rotation;
 - i) suspension or removal of the respondent Council Member from Council committees, commissions, boards or other Council appointments;
 - j) public censure of the respondent Council Member;
 - k) limitations on access to certain staff members, or rules with respect to interaction with staff; or
 - l) any other sanction recommended by the Investigator, so long as that sanction is within the authority of Council.
- (2) must consider the following factors when determining whether to impose a sanction on a Council Member:
- a) the degree and nature of the conduct;
 - b) whether the contravention was a single or repeated act;
 - c) whether the Council Member knowingly contravened this Bylaw;
 - d) whether the Council Member took steps to mitigate or remedy the contravention;
 - e) the Council Member's history of other contraventions; and
 - f) if applicable, the Investigator's finding that the respondent Council Member took all reasonable steps to avoid the breach, or that the breach was trivial or done inadvertently or because of an error in judgment.
- (3) When Council imposes a remedy pursuant to section 30(1), it may include secondary remedies to take effect on a date set by Council in the event that the Council Member fails to comply.

Division 5 – Post-Decision Matters

Remuneration

30. (1) Where the Investigator finds that a Council Member:

- a) breached this Bylaw; or
 - b) submitted a complaint that was frivolous, vexatious, or made in bad faith,
- the remuneration to which that Council Member would otherwise have been entitled shall be reduced in accordance with the Council Remuneration Policy, as amended from time to time.
- (2) Notwithstanding subsection (1), the remuneration of a Council Member shall not be reduced if the Investigator makes a finding that:
- a) the Council Member took all reasonable steps to prevent the breach;
 - b) the breach was trivial or inadvertent; or
 - c) the breach was because of an error in judgment made in good faith.
31. (1) A Council Member who is found not to have breached the Code may make a request to Council for reimbursement of the costs of legal advice and representation in responding to the formal complaint process outlined in this Bylaw.
- (2) If appropriate, after considering all of the circumstances, Council may resolve to reimburse legal fees reasonably incurred by a Council Member, provided that all of the following are met:
- a) the Council Member has not previously been found to have breached this Bylaw;
 - b) the Council Member has not previously been reimbursed under this section during the current Council term;
 - c) the amount claimed does not exceed \$10,000; and
 - d) the Council Member did not engage in dishonest, grossly negligent, or malicious conduct.

Read a first time this [day] day of [month], [year]

Read a second time this [day] day of [month], [year]

Read a third time this [day] day of [month], [year]

Adopted this [day] day of [month], [year]

Mayor

Corporate Officer



The Corporation of the City of Courtenay

Staff Report

To: Council

File No.: 3900

From: Director of Corporate Services

Date: July 17, 2024

Subject: Indemnification Authorization Bylaw No. 3151, 2024

PURPOSE:

To bring forward Indemnification Authorization Bylaw No. 3151, 2024 for Council's consideration.

BACKGROUND:

An indemnification bylaw protects municipal officials¹ from financial liability arising from their actions taken in the course of their role. The purpose of the bylaw is to ensure that individuals who act in good faith on behalf of the municipality are not personally financially responsible for any legal costs or damages that may arise as a result of their actions.

DISCUSSION:

Without an indemnification bylaw in place for elected officials and staff, there is a significant risk that individuals carrying out their official duties may be personally exposed to legal and financial liabilities. In the absence of such protection, elected officials and staff members could be held personally responsible for any legal claims, lawsuits, or damages arising from their actions taken on behalf of the municipality. This lack of indemnification may deter qualified candidates from seeking public office or taking on key roles within the local government, as they would have to bear the risk of potential legal costs and personal financial consequences. Additionally, without the assurance of indemnification, elected officials and staff may be hesitant to make important decisions or take necessary actions, which could hinder the effective governance and functioning of the local government. Therefore, having an indemnification bylaw is essential to safeguard the interests of those serving in municipal roles and ensure the smooth operation of the local government.

A municipal official would not be indemnified under the proposed Indemnification Bylaw if the claim does not arise in connection with the official's exercise or intended exercise of their powers or the performance or intended performance of their duties. Additionally, the Bylaw does not apply to defamation claims against a council member or proceedings to disqualify a council member from office brought pursuant to the Community Charter. Furthermore, the City may seek indemnity against a municipal official if a court finds that the person has been guilty of dishonesty, gross negligence, or malicious or wilful misconduct.

POLICY ANALYSIS:

Council may, by bylaw, provide for the indemnification of municipal officials in respect of certain matters in accordance with the bylaw, pursuant to Section 740 of the *Local Government Act*.

¹ Municipal Official means 1) current or former City council member; a current or former City officer or employee; and 3) a person who is or was a person referred to in section 738(1) of the Local Government Act, but only in relation to the exercise of powers or the performance of duties or functions for or on behalf of the City.

FINANCIAL IMPLICATIONS:

The financial implications associated with Indemnification Authorization Bylaw No. 3151, 2024 are difficult to forecast as implications are dependent on external factors (such as the commencement of legal action against one or more municipal officials) which are outside of the City's control.

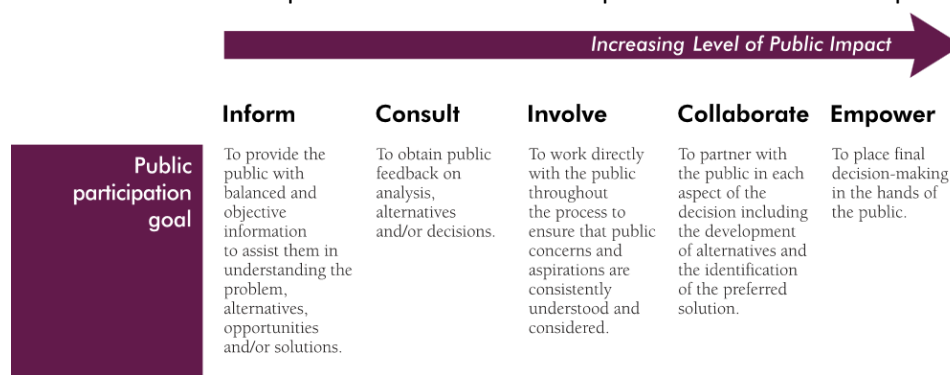
Past practice has been to indemnify municipal officials from such legal actions, and legal costs are therefore not anticipated to increase should Council proceed with the bylaw.

ADMINISTRATIVE IMPLICATIONS:

As Indemnification Authorization Bylaw No. 3151, 2024 would codify past practice of providing indemnification to municipal officials, no additional administrative implications are anticipated.

PUBLIC ENGAGEMENT:

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



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OPTIONS:

1. THAT Council give first, second, and third reading to "Indemnification Authorization Bylaw No. 3151, 2024".
2. THAT Council provide alternative direction to staff.

ATTACHMENTS:

1. Indemnification Authorization Bylaw No. 3151, 2024

Prepared by: Kate O'Connell, M.P.P., Director of Corporate Services (Corporate Officer)

Concurrence: Geoff Garbutt, M.Pl., MCIP, RPP, City Manager (CAO)



The Corporation of the City of Courtenay

Bylaw No. 3151

A bylaw to provide for the indemnification of municipal officials.

WHEREAS section 740 of the Local Government Act provides that a municipal council may, by bylaw, provide that the municipality will indemnify municipal officials in respect of certain matters in accordance with the bylaw.

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

Citation

1. This Bylaw shall be cited as “**Indemnification Authorization Bylaw No. 3151, 2024**”.

Definitions

2. In this Bylaw:
 - (a) “City” means the City of Courtenay;
 - (b) “Code” means the *City of Courtenay Code of Conduct*; and
 - (c) “Municipal Official” means
 - (i) a current or former City council member;
 - (ii) a current or former City officer or employee; and
 - (iii) a person who is or was a person referred to in section 738(1) of the *Local Government Act*, but only in relation to the exercise of powers or the performance of duties or functions for or on behalf of the City.
3. This Bylaw does not apply to:
 - (a) claims for a fine imposed on a person upon conviction for a criminal offence;
 - (b) a municipal official who refuses to cooperate with the City, including the City’s legal counsel, agents, and representatives, in relation to the action, prosecution or proceeding, including to secure information, evidence and witnesses and in the defense of an action or prosecution;
 - (c) a municipal official, in relation to the conduct that is the subject matter of the claim, who:
 - (iv) is guilty of gross negligence, malicious or willful misconduct, or a criminal act;
 - (v) has willfully acted contrary to the terms of their employment;
 - (vi) has willfully acted contrary to a lawful direction or order of a supervisor; or
 - (vii) has not acted in the honest performance of their duties.

- (d) claims that do not arise in connection with a Municipal Official's exercise or intended exercise of their powers or the performance or intended performance of their duties;
 - (e) any proceedings or complaints made under the Code, in relation to which current council members may seek indemnification under the Code;
 - (f) defamation claims against a council member; and
 - (g) proceedings to disqualify a council member from office brought pursuant to the *Community Charter*.
4. Subject to section 3, the City shall indemnify Municipal Officials by paying all amounts required or incurred:
- (a) to defend an action or prosecution brought against a Municipal Official in connection with the exercise or intended exercise of the person's powers or the performance or intended performance of the person's duties or functions,
 - (b) to satisfy a judgment, award or penalty imposed in an action or prosecution referred to in paragraph (a), or
 - (c) in relation to an inquiry under the *Public Inquiry Act*, or to another proceeding, that involves the administration of the City or the conduct of City business.
5. For clarity:
- (a) in accordance with section 740(3) of the *Local Government Act*, as a limit on indemnification under section 3, the City shall not pay a fine that is imposed as a result of a Municipal Official being convicted of an offence that is not a strict or absolute liability offence; and
 - (b) in accordance with section 740(6) of the *Local Government Act* and despite section 3, the City may seek indemnity against a Municipal Official in respect of any conduct of the person that results in a claim for damages against the municipality if a court makes a finding in the action that the person has been guilty of dishonesty, gross negligence or malicious or willful misconduct.
6. Where indemnity is or may be claimed under this Bylaw, the Municipal Official shall:
- (a) promptly after being served with a document initiating an action, prosecution or proceeding, deliver a copy of such document to the City's Corporate Officer;
 - (b) not admit or assume liability, enter into a settlement or enter a guilty plea except with the approval of the City;
 - (c) consent in writing to the City having sole discretion to appoint and instruct legal counsel, to conduct all necessary investigations and to negotiate and settle the action, prosecution or proceeding; and

- (d) co-operate with the City and appointed legal counsel in relation to the action, prosecution or proceeding, including to secure information, evidence and witnesses and in the defense of an action or prosecution.

Read a first time this [day] day of [month], [year]

Read a second time this [day] day of [month], [year]

Read a third time this [day] day of [month], [year]

Adopted this [day] day of [month], [year]

Mayor Bob Wells

Corporate Officer



The Corporation of the City of Courtenay

Bylaw No. 3128

A bylaw to authorize the borrowing of the estimated cost of Anderton Dike Remediation Phase 1 capital project.

WHEREAS it is deemed desirable and expedient for Anderton Dike Remediation Phase 1 project within the Municipality.

AND WHEREAS the estimated cost of the project including expenses incidental thereto is the sum of \$2,000,000 of which the sum of \$1,750,000 is the amount of debt intended to be borrowed by this bylaw;

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

1. The Council is hereby empowered and authorized to undertake and carry out or cause to be carried out Anderton Dike Remediation Phase 1 generally in accordance with general plans on file in the municipal office and to do all things necessary in connection therewith and without limiting the generality of the foregoing:
 - a) To borrow upon the credit of the Municipality a sum not exceeding one million seven hundred fifty thousand dollars (\$1,750,000).
 - b) To acquire all such real property, easements, rights-of-way, licenses, rights or authorities as may be requisite or desirable for or in connection with the project.
2. The maximum term for which debentures may be issued to secure the debt created by this bylaw is thirty years.

Citation

1. This Bylaw shall be cited as "Loan Authorization Bylaw No. 3128, 2024 - Anderton Dike Phase 1".

Read a first time this 8th day of May, 2024.

Read a second time this 8th day of May, 2024.

Public Hearing held this 8th day of May, 2024.

Read a third time this 8th day of May, 2024.

Received the approval of the Inspector of Municipalities this 4th day of June 2024.

Assent of the electors of the City of Courtenay is not required as per Section 7 of the *Municipal Liabilities Regulation* (approval-free liability zone).

Adopted this [day] day of [month], [year]

Mayor Bob Wells

Corporate Officer



Statutory Approval

Under the provisions of section _____ **179**

of the _____ **Community Charter**

I hereby approve Bylaw No. _____ **3128**

of the _____ **City of Courtenay** ,

a copy of which is attached hereto.

Dated this **4th** ***day***

of **June** ***, 2024***

Deputy Inspector of Municipalities



The Corporation of the City of Courtenay

Bylaw No. 3136

A bylaw to authorize the borrowing of the estimated cost of Strategic Land Acquisition 2024 capital project.

WHEREAS it is deemed desirable and expedient to purchase Strategic Lands within the Municipality.

AND WHEREAS the estimated cost of lands including expenses incidental thereto is the sum of \$2,928,300 of which the sum of \$2,176,000 is the amount of debt intended to be borrowed by this bylaw;

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

1. The Council is hereby empowered and authorized to undertake and carry out or cause to be carried out strategic land acquisition generally in accordance with general plans on file in the municipal office and to do all things necessary in connection therewith and without limiting the generality of the foregoing:
 - a) To borrow upon the credit of the Municipality a sum not exceeding two million one hundred seventy-six thousand dollars (\$2,176,000).
 - b) To acquire all such real property, easements, rights-of-way, licenses, rights or authorities as may be requisite or desirable for or in connection with strategic land acquisitions.
2. The maximum term for which debentures may be issued to secure the debt created by this bylaw is thirty years.

Citation

1. This Bylaw shall be cited as “Loan Authorization Bylaw 3136, 2024 – Strategic Land Acquisition 2024”.

Read a first time this 8th day of May, 2024.

Read a second time this 8th day of May, 2024.

Public Hearing held this 8th day of May, 2024.

Read a third time this 8th day of May, 2024.

Received the approval of the Inspector of Municipalities this 4th day of June 2024.

Assent of the electors of the City of Courtenay is not required as per Section 7 of the *Municipal Liabilities Regulation* (approval-free liability zone).

Adopted this [day] day of [month], [year]

Mayor Bob Wells

Corporate Officer

Statutory Approval

Under the provisions of section _____ *179*
of the _____ *Community Charter*

I hereby approve Bylaw No. _____ *3136*
of the _____ *City of Courtenay* _____ ,

a copy of which is attached hereto.

Dated this _____ *4th* *day*
of _____ *June* _____ , *2024*



Deputy Inspector of Municipalities



The Corporation of the City of Courtenay

Bylaw No. 3137

A bylaw to authorize the borrowing of the estimated cost of 6th Street Bridge.

WHEREAS it is deemed desirable and expedient to construct a pedestrian bridge at 6th Street.

AND WHEREAS the estimated cost of pedestrian bridge including expenses incidental thereto is the sum of \$6,886,075 of which the sum of \$2,500,000 is the amount of debt intended to be borrowed by this bylaw;

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

1. The Council is hereby empowered and authorized to undertake and carry out or cause to be carried out the bridge project generally in accordance with general plans on file in the municipal office and to do all things necessary in connection therewith and without limiting the generality of the foregoing:
 - a) To borrow upon the credit of the Municipality a sum not exceeding two million five hundred thousand dollars (\$2,500,000).
 - b) To acquire all such real property, easements, rights-of-way, licenses, rights or authorities as may be requisite or desirable for or in connection with bridge project.
2. The maximum term for which debentures may be issued to secure the debt created by this bylaw is thirty years.

Citation

1. This Bylaw shall be cited as "Loan Authorization Bylaw No. 3137, 2024 - 6th Street Bridge".

Read a first time this 8th day of May, 2024.

Read a second time this 8th day of May, 2024.

Public Hearing held this 8th day of May, 2024.

Read a third time this 8th day of May, 2024.

Received the approval of the Inspector of Municipalities this 4th day of June 2024.

Assent of the electors of the City of Courtenay is not require as per Section 7 of the *Municipal Liabilities Regulation* (approval-free liability zone).

Adopted this [day] day of [month], [year]

Mayor Bob Wells

Corporate Officer



BRITISH
COLUMBIA

Statutory Approval

Under the provisions of section _____ 179

of the _____ Community Charter

I hereby approve Bylaw No. _____ 3137

of the _____ City of Courtenay _____ ,

a copy of which is attached hereto.

Dated this 4th *day*

of June *, 2024*

Deputy Inspector of Municipalities



The Corporation of the City of Courtenay

Staff Report

To: Council

File No.: 6480-20-2401

From: Director of Development Services

Date: July 17, 2024

Subject: Official Community Plan Amendment Bylaw No. 3141 – Final Reading

PURPOSE:

For Council to consider adoption of *Official Community Plan Amendment Bylaw No. 3141, 2024* (the Bylaw) to designate municipally owned land as *Urban Corridor*.

BACKGROUND:

At Council's regular meeting on June 26, 2024, Council passed the following resolution:

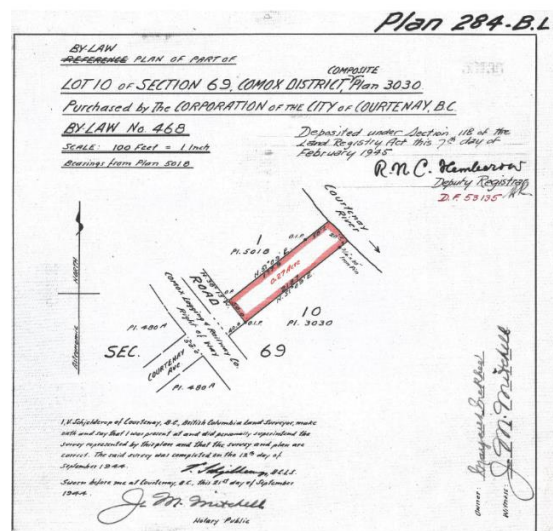
THAT Council give third reading to "Official Community Plan Amendment Bylaw No. 3141, 2024".

The Bylaw only applies to municipally owned land. The parcel of land in the Bylaw is outlined in red in Figure 1 below, and it is legally described as:

PID: 006-318-657

THAT PART OF LOT 10, SECTION 69, COMOX DISTRICT, PLAN 3030, TAKEN FOR ROAD PURPOSES AND CONTAINING .27 OF AN ACRE MORE OR LESS, SHOWN IN RED ON PLAN 284 BL

Figure 1 Land Purchased by City of Courtenay and deposited under Land Registry Act Section 118



DISCUSSION:

Official Community Plan Amendment Bylaw No. 3141, 2024 seeks to amend the OCP to designate this parcel of land owned by the City of Courtenay as *Urban Corridor*. The parcel of land does not currently have an OCP designation because it has historically been treated interchangeably as highway or statutory right of way.

Official Community Plan Amendment Bylaw No. 3141 – Final Reading

FINANCIAL IMPLICATIONS:

There is no direct financial implication related to this bylaw.

ADMINISTRATIVE IMPLICATIONS:

The drafting of *Official Community Plan Amendment Bylaw No. 3141, 2024* falls within the Planning Division's regular work program. Staff time spent on accompanying reports and reviews are captured as part of the normal scope of work for the Development Services Department.

PUBLIC ENGAGEMENT:

As required by section 464 and section 466 of the Local Government Act, a public hearing was held on June 19, 2024 that allowed the public to make representations to Council.

To alert the public and in accordance with the *Local Government Act*, *Community Charter* and *City of Courtenay Development Procedures Bylaw No. 3106, 2023*, notification was posted on the City's website and social media and an advertisement was placed in two consecutive newspapers with a mailout being delivered to 20 owners and tenants within a 100-metre radius of the subject property.

As a requirement of sections 475 and 476 of the *Local Government Act*, opportunity for consultation was also provided persons Council considered will be affected by the bylaw, including the CVRD, Comox/Cumberland, K'ómoks First Nation, province/provincial agencies and the school board.

OPTIONS:

1. THAT Council adopt *Official Community Plan Amendment Bylaw No. 3141, 2024*.
2. THAT Council provide alternative direction to staff through resolution.
3. THAT Council not proceed with the application for "*Official Community Plan Amendment Bylaw No. 3141, 2024*".

ATTACHMENTS:

1. *Attachment 1 - Official Community Plan Amendment Bylaw No. 3141, 2024*
2. *Attachment 2 - Staff Report for OCP Bylaw Amendment No. 3141 - May 22, 2024*

Prepared by: Jacob Cramer, Planner 1

Reviewed by: Marianne Wade, RPP, MCIP, Director of Development Services

Concurrence: Geoff Garbutt, M.P.I., MCIP, RPP, City Manager (CAO)



The Corporation of the City of Courtenay

Official Community Plan Amendment Bylaw No. 3141, 2024

A bylaw to amend Official Community Plan Bylaw No. 3070, 2022

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

Citation

1. This Bylaw shall be cited as “**Official Community Plan Amendment Bylaw No. 3141, 2024**”.

Amendment

2. “Official Community Plan Bylaw No. 3070, 2022” is amended as follows:
 - a) By applying the *Urban Corridor* land use designation to the parcel of land shown in bold outline on **Attachment A** which is attached hereto and forms part of this bylaw, and is legally described as:

PID: 006-318-657

THAT PART OF LOT 10, SECTION 69, COMOX DISTRICT, PLAN 3030, TAKEN FOR ROAD PURPOSES AND CONTAINING .27 OF AN ACRE MORE OR LESS, SHOWN IN RED ON PLAN 284 BL; and
 - b) That Official Community Plan (OCP) Map APX-1, Land Use Designations be amended accordingly.
3. This bylaw shall come into effect upon final adoption hereof.

Read a first time this 22nd day of May, 2024.

Read a second time this 22nd day of May, 2024.

Public Hearing held this 19th day of June, 2024.

Read a third time this 26th day of June, 2024.

Adopted this [day] day of [month], [year]

Mayor

Corporate Officer



The Corporation of the City of Courtenay

Staff Report

To: Council

From: Director of Development Services

Subject: Official Community Plan Amendment Bylaw No. 3141

File No.: 6480-20-2401

Date: May 22, 2024

PURPOSE:

For Council to consider first and second reading of *City of Courtenay Official Community Plan Amendment Bylaw No. 3141* (the Bylaw) to designate municipally owned land as *Urban Corridor*.

BACKGROUND:

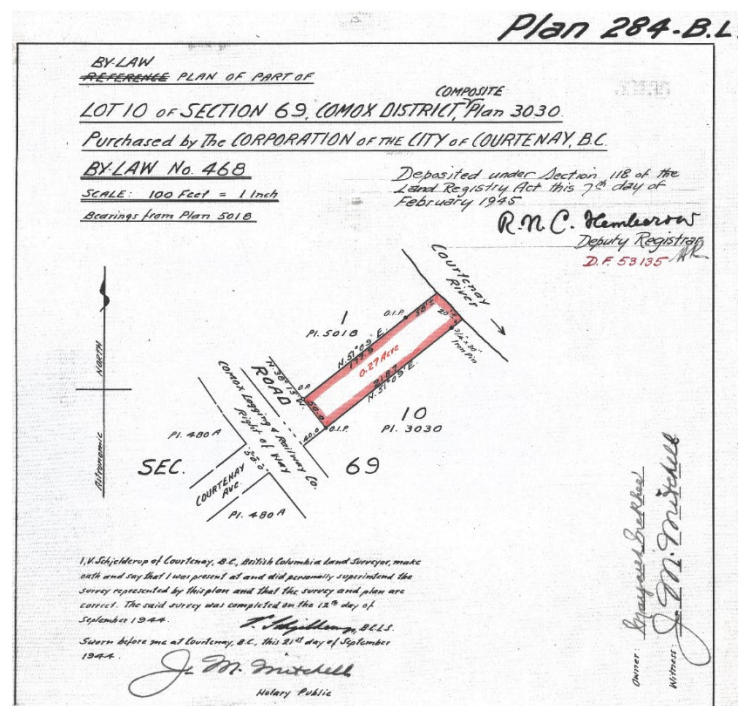
The City has received a development application for a purpose built rental building on three parcels surrounding the municipally owned land. The rental building is proposed to be located primarily on 120/125 11th St and 1128 Beckensell Avenue (the Development Lands). The current proposal requires the developer to acquire the municipally owned land.

The Bylaw only applies to municipally owned land. The parcel of land in the Bylaw is outlined in red in Figure 1 below, and it is legally described as:

PID: 006-318-657

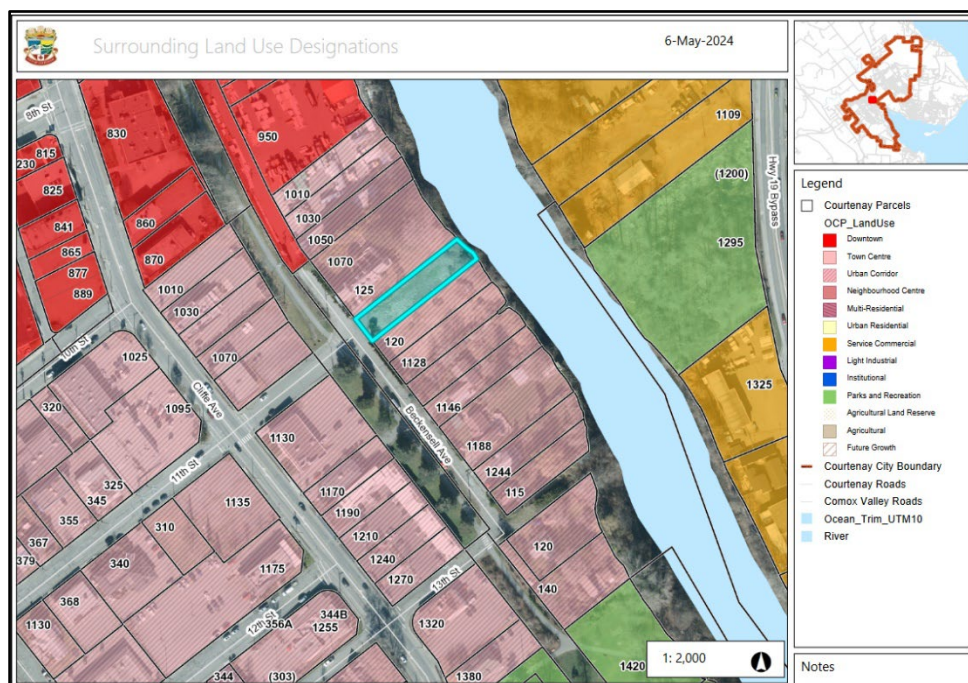
THAT PART OF LOT 10, SECTION 69, COMOX DISTRICT, PLAN 3030, TAKEN FOR ROAD PURPOSES AND CONTAINING .27 OF AN ACRE MORE OR LESS, SHOWN IN RED ON PLAN 284 BL

Figure 1 Land Purchased by City of Courtenay and deposited under Land Registry Act Section 118



The Official Community Plan No. 3070, 2022 (OCP) does not have a land use designation on this parcel of land and as such staff are recommending this parcel be designated *Urban Corridor* to align with the surrounding properties which would allow for future development of the lands and consolidation. Figure 2 from the Official Community Plan identifies this parcel of land.

Figure 2 Parcel of land in the Official Community Plan



DISCUSSION:

OCP Amendment Bylaw No. 3141 seeks to amend the OCP to designate this parcel of land owned by the City of Courtenay as *Urban Corridor*. The parcel of land does not currently have a designation in the OCP because it has historically been treated interchangeably as highway or statutory right of way.

Status of the Land

While the entire history of this parcel of land is not traceable through accessible records, the City of Courtenay did not acquire this parcel of land as a result of any typical processes to dedicate land as highway. This would typically include the following: by the deposit of a plan of subdivision, reference, or explanatory plan under the *Land Title Act*. Instead, it was purchased by the City of Courtenay for \$500 in 1945 for the purposes of extending Courtenay Avenue. This purpose is reflected in the legal description of the parcel of land. Despite the intention, since its creation, the parcel of land has not been used as a highway and it is a titled fee simple parcel owned by the City of Courtenay.

Development History

Prior to their sale in 2023, the three parcels surrounding the municipally owned parcel of land (120/125 11th St and 1128 Beckensell Avenue) were part of the estate of Michael Laver. Collectively, these lands have been the focus of prior redevelopment. Most prominently, the City received a 2015 proposal for a senior's housing complex that also contemplated a disposition of this municipally owned parcel of land. Critical to the 2015 proposal was the prerequisite that the City of Courtenay no longer consider the end of 11th Street as a viable option for a future third bridge crossing between west and east Courtenay. Council eliminated the 11th

Street crossing location as an option through a motion carried on March 14, 2016. With greater certainty provided by Council at that time that the location would not serve as a future bridge crossing, the City entered into negotiations with the Mr. Laver to support on a process for the City to dispose of the land in a way that would support redevelopment. However, rather than an outright sale of the City owned land, a key component of the proposal was that it would include an Agreement for Land Exchange.

In July 2020, with no significant progress on meeting the Agreement nearly three years after it was signed, a Letter was sent to Mr Laver in July 2020 letting him know the Agreement had come to an end and the remainder of the legal fee securities were returned.

Current Proposal

In October 2023, the owner of the properties at 125 and 120 11th Street and 1128 Beckensell Avenue submitted a rezoning application that proposed the three aforementioned parcels be rezoned to a comprehensive development zone to allow for the construction of a 4-storey purpose built rental apartment building, elevated above an at grade parking lot with 104 units for rental accommodation with various unit types. (**Figure 3**).

Figure 3 Proposed 4-storey Rental Apartment - West Elevation



Submission of the rezoning application was predicated on an understanding shared by the applicant and Staff, that any disposal of municipally owned land must follow the statutory framework set out in the Community Charter. Section 26 of the Community Charter requires notice of any proposed disposition. Where the land is not available to public, this notice must include the name of the person proposed to acquire the land, the consideration for the proposed disposition, and the terms of the proposed disposition. If the land is sold for less than fair market value, notice of this less than fair market value must be given also.

The applicant needs to acquire this land from the City to create a contiguous parcel of land large enough to develop the proposed site plan. The first step in this process would be to for Council to consider designating the land as Urban Corridor to align it with the surrounding properties and the OCP.

Council will have future opportunities to decide whether to proceed with the disposition and to review the details of the proposed development. This designation of the municipally owned lands is beneficial regardless of whether the disposition or the development proceed.

FINANCIAL IMPLICATIONS:

There is no direct financial implication related to this bylaw.

ADMINISTRATIVE IMPLICATIONS:

The drafting of *OCP Amendment Bylaw No. 3141* falls within the Planning Division's regular work program. Staff time spent on accompanying reports and reviews are captured as part of the normal scope of work for the Development Services Department.

PUBLIC ENGAGEMENT:

As required by section 464 and section 466 of the *Local Government Act*, before a bylaw to amend an OCP can be adopted, a public hearing must be held after the first and before the third reading to allow the public to make representations.

In accordance with section 466 of the *Local Government Act*, section 94 of the *Community Charter* and *City of Courtenay Development Procedures Bylaw No. 3106, 2023*, notification will be posted on the City's website and social media. An advertisement will be placed in two consecutive newspapers and a mailout will be delivered to all owners and tenants within a 100-metre radius of the subject property. All notification will include:

- a) the time and date of the hearing;
- b) the place of the hearing,
- c) in general terms, the purpose of the bylaw;
- d) the land or lands that are the subject of the bylaw;
- e) the place where and the times and dates when copies of the bylaw may be inspected.

Under section 475 *Local Government Act*, Council will provide opportunities it considers appropriate for consultation with persons it considers will be affected, including the CVRD, Comox/Cumberland, First Nations, and the province/provincial agencies. As well, under section 476 *Local Government Act*, Council will consult the school board.

OPTIONS:

1. THAT Council give first and second readings to "*OCP Amendment Bylaw No. 3141*", and THAT Council direct staff to set a public hearing date for June 19, 2024 at 4:00 pm at the CVRD Civic Room 770 Harmston Ave Courtenay, BC; and THAT Council direct staff to provide notice as per section 466 of the *Local Government Act*, section 94 of the *Community Charter* and *City of Courtenay Development Procedures Bylaw No. 3106, 2023* THAT Council under section 475 *Local Government Act*, Council will provide opportunities it considers appropriate for consultation with persons it considers will be affected, including the CVRD, Comox/Cumberland, First Nations, and the province/provincial agencies. As well, under section 476 *Local Government Act*, Council will consult the school board.
2. THAT Council Council defer and request additional information from staff for "*OCP Amendment Bylaw No. 3141*".
3. THAT Council not proceed with the application for "*OCP Amendment Bylaw No. 3141*".

ATTACHMENTS:

1. *Draft OCP Bylaw Amendment No. 3141*

Prepared by: Jacob Cramer, Planner 1

Reviewed by: Nancy Gothard, RPP, MCIP, Manager of Community and Sustainability Planning
Marianne Wade, RPP, MCIP, Director of Development Services

Concurrence: Geoff Garbutt, M.Pl., MCIP, RPP, City Manager (CAO)