



THE CORPORATION OF THE CITY OF COURTENAY

STAFF REPORT

To: Council
From: Director of Development Services
Subject: Zoning Amendment Bylaw No. 3094 (1560 Grieve Ave)

File No.: 3360-20-2301/ RZ000074

Date: December 6 2023

PURPOSE:

For Council to consider first, second and third reading of Zoning Amendment Bylaw No. 3094 to permit 16-unit multi-residential rental development with amenity building for the property legally described as Lot 14, Section 41, Comox District, Plan 9456.

BACKGROUND:

Council passed a resolution at the regular meeting of November 8, 2023 to not hold a public hearing as per section 464(2)(b) of the *Local Government Act (LGA)* and directed staff to send notices as per section 467 of the *Local Government Act (LGA)*. The staff report from the regular council meeting held on November 8th which outlines the application to amend Zoning Bylaw No. 2500, 2007 from R-2 to Comprehensive Development Thirty-Eight Zone (CD-38), to permit a 16-unit multi-residential rental development containing in six buildings on a 1,630 m² property for people with diverse abilities to be operated by a non-profit charitable organization is attached to this report. Staff support the proposed Zoning Amendment Bylaw No. 3094.

The subject property is designated Urban Residential and is consistent with the OCP land use policies and is located at 1560 Grieve Avenue as illustrated in **Figure 1**. The site contains an existing single-residential building and vegetation including a variety of mature trees and within 200 metres of the site contains many services including a community hub run by the L'Arche Organization who are the operators of this proposed development. It is zoned Residential Two (R-2) zone and has a single-family dwelling on the lot.

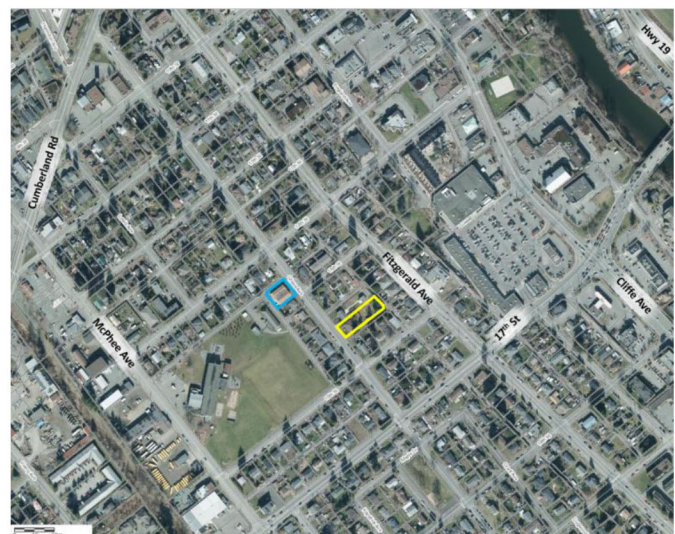


Figure 1: Subject Property Location and Context

DISCUSSION:

Zoning Review

The subject property is zoned R-2 which does not permit multi-residential development, a Comprehensive Development Zone CD-38 has been developed (Zoning Bylaw Amendment No. 3094) which is consistent with the OCP (draft bylaw **Attachment 1**). The staff report dated November 8, 2023 has the detailed zoning analysis.

Zoning Analysis

The proposed CD-38 is based upon the R-3 zone and seeks to:

- reduce building and landscape setbacks;
- reduce frontage width;
- reduce vehicular and bicycle parking requirements to suit target resident needs;
- and proposes significantly lower height than R-3 more in line with R-2 massing.
- The zone includes propose-built rental and will secure below-market rents to a priority equity group of people with diverse intellectual abilities through a housing agreement.

Figure 2 Site Plan indicates the two phases of the proposed development, number of units, parking, and access. Figure 3 illustrates the proposed massing of the development.

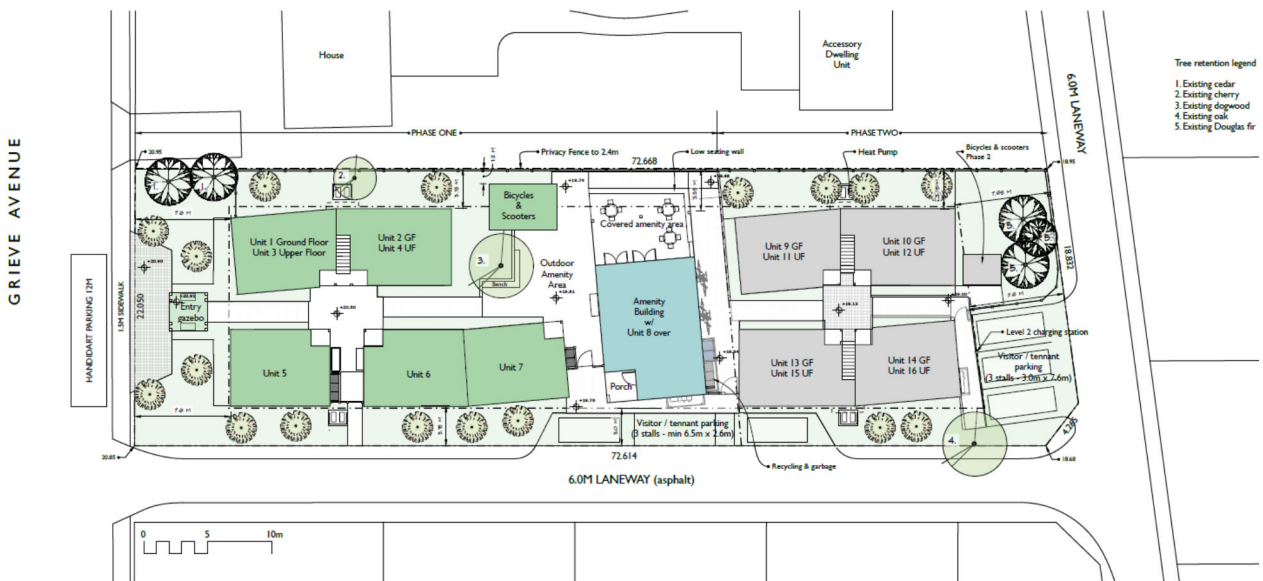




Figure 3: Rendering

Infrastructure

Staff have received an engineer report on the condition of the laneway and are working through the required upgrades with public works which will be brought back with the next council report along with the frontage improvements associated with removing and replacing the driveway letdown along Grieve Avenue. Fire has confirmed that they do not need to have the lane upgraded for the fire truck as they can utilize the fire hydrant on 16th street. Any requirements for off-site servicing will be secured by a Section 219 covenant prior to final reading.

POLICY ANALYSIS:

This proposal meets the objectives detailed in Official Community Plan Bylaw 3070, 2022 as outlined in the staff reported dated November 8, 2023 (**Attachment 2**).

Community Amenity Contribution

A housing agreement for this property has been drafted that considers that 15 units will have rents that are 30% below the CMHC average market rent for a one-bedroom unit. As per section 483 of the *Local Government Act*, this housing agreement will form a Housing Agreement Bylaw to be considered by Council at the next regular council meeting. The draft housing agreement is in **Attachment 3**.

REGIONAL GROWTH STRATEGY REFERENCE:

The Comox Valley Regional Growth Strategy (RGS) is a framework for future land use, and sets basic direction for planning, policies, and action for all member municipalities, including Courtenay. The RGS is guided by a number of growth management principles that are incorporated by this proposed application. This development proposal is consistent with the RGS Housing Goal to “ensure a diversity of affordable housing options to meet evolving regional demographics and needs” including:

- Promote the efficient use of land, provide greater transportation choices, reduce public servicing costs, and achieve environmental benefits through compact growth.

- Promote intensification, compact growth and supportive public transit services throughout designated Municipal Areas as the primary means of accommodating population and employment growth.

FINANCIAL IMPLICATIONS:

The applicant has provided a letter (Attachment 8 of the **Attachment 2** – November 8th Council Report) requesting consideration of reduction of DCCs and off-site services. The City does not have policy for reductions of off-site servicing costs but staff have confirmed that the development will not be required to repair and upgrade the lane, which would have been a significant cost given that the lane spans two property lines.

The development would incur District and City DCCs. District DCCs would be \$67,672 for each phase, at current per-unit rates. The District would have to pass a resolution to reduce the fees and identify a source of funding to cover the fees.

Estimated City DCC charges would be \$19,633.53 for Phase 1 and \$14,069.78 for Phase 2 based on floor areas in plans provided. The city does not have a DCC exemption bylaw for the reduction of DCC fees for affordable housing and staff is working on this bylaw for Council's consideration. To date Council has passed a resolution to pay for DCC fees from the Affordable Housing Reserve fund.

No housing agreement fee is required because this file was opened prior to adoption of Fees and Charges Amendment Bylaw No. 3107. The owner will be required to reimburse the City for any legal costs occurred.

ADMINISTRATIVE IMPLICATIONS:

Processing Zoning Bylaw amendments is a statutory component of the corporate work plan and a core duty of the Department of Development Services. Work to date has primarily been carried out by Development Services staff, although other departments have provided referral comments.

ASSET MANAGEMENT IMPLICATIONS:

The applicant submitted engineered civil plans for water, sewer, and stormwater to service the development. The submissions are adequate to confirm the site can be serviced. Final engineering plans will be required as part of the building permit application.

STRATEGIC PRIORITIES REFERENCE:

Explore approaches to develop affordable housing

- A housing agreement to ensure affordability for tenants will be presented to Council with the development proposal for first reading.

Social Infrastructure: Identify roles for the City in the delivery of social infrastructure outlined in the OCP

- The OCP's Equity cardinal direction details that equitable cities are those in which all people can participate, prosper, and reach their full potential, and specifically includes persons with disabilities as an equity-priority group. This is echoed in Goals #2 – Housing Choices for All and #7 – A City for Everyone.

PUBLIC ENGAGEMENT:

Notice as per Section 467 of the *Local Government Act* to not hold a public hearing per Section 464(2)(b) of the *Local Government Act* as “Zoning Amendment Bylaw No. 3094” (1560 Grieve Avenue) is consistent with the City’s Official Community Plan has been done. The opportunity to comment on the application, with written submissions to be received no later than 1:00 pm Wednesday December 6th 2023, was given in two editions of the Comox Valley Record on November 22nd and November 29th 2023, and 88 notices were mailed to residents and owners of properties within 100 m of the subject property on November 21st. No responses have been received by staff at time of writing; any responses received prior to the Council meeting will be forwarded to Mayor and Council.

The subject property is located within 800 m of the Cliffe Avenue intersection with 17th Street, a controlled intersection. In accordance with Section 52(3) of the *Transportation Act* the Ministry of Transportation must grant its approval prior to adoption of the bylaw.

As noted in the November 8th staff report, the applicant held a community open house and there was no requirement for a public information meeting. The applicant provided a summary of the open house for the November 8th 2023 staff report and is attached to it.

OPTIONS:

1. THAT Council give First, Second and Third readings of “Zoning Amendment Bylaw No. 3094” (1560 Grieve Avenue); and
THAT prior to Council consideration of the adoption of “Zoning Amendment Bylaw No. 3094”, the owner execute the Housing Agreement to form “Housing Agreement Bylaw No. 3117” for Council’s consideration.
2. THAT Council request additional information from staff through a resolution.
3. THAT Council not proceed with “Zoning Amendment Bylaw No. 3094”.

ATTACHMENTS:

1. Bylaw 3094 and CD-38 Zone
2. November 8th 2023 Council Report with Attachments
3. Draft Housing Agreement

Prepared by: Mike Grimsrud, Planner II, RPP, MCIP

Reviewed by: Marianne Wade, Director of Development Services, RPP, MCIP

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

THE CORPORATION OF THE CITY OF COURTENAY

BYLAW NO. 3094

A bylaw to amend Zoning Bylaw No. 2500, 2007

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

1. This bylaw may be cited for all purposes as “**Zoning Amendment Bylaw No. 3094**”.
2. That “Zoning Bylaw No. 2500, 2007” be hereby amended as follows:

(b) Amending Division 8 – Classification of Zones through the addition of:

[Part 64] – Comprehensive Development Thirty-Eight Zone (CD-38) 1560 Grieve Avenue
as attached in **Attachment A**.

(c) by rezoning Lot 14, Section 41, Comox District, Plan 9456 (1560 Grieve Avenue) as shown in bold outline on **Attachment B** which is attached hereto and forms part of this bylaw, from Residential Two Zone (R-2) to Comprehensive Development Thirty-Eight Zone (CD-38).

(d) That Schedule No. 8, Zoning Map be amended accordingly.

3. This bylaw shall come into effect upon final adoption hereof.

A decision not to hold a Public Hearing was made on November 8, 2023 pursuant to Section 464(2)(b) of the Local Government Act and notice of this decision was given in accordance with Section 467 of the Local Government Act in two editions of the Comox Valley Record on the 22nd day of November, 2023 and the 29th day of November, 2023.

Read a first time this _____ day of _____, 2023

Read a second time this _____ day of _____, 2023

Read a third time this _____ day of _____, 2023

Finally passed and adopted this day of , 2024

Mayor

Corporate Officer

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

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

Attachment A

Part 63 – Comprehensive Development Thirty-Eight Zone (CD-38) (1560 Grieve Ave)

8.64.1 Intent

The CD-38 Zone is intended to accommodate a supportive rental cluster housing development on the property legally described as Lot 14, Section 41, Comox District, Plan 9456. The property shall be developed substantially in accordance with Schedule A which form part of this zone, any contrary requirements of Zoning Bylaw No. 2500 notwithstanding.

8.64.2 Permitted Uses

The following uses are permitted and all other uses are prohibited except as otherwise noted in this bylaw:

1. Rental residential in *single, duplex and apartment dwelling units*
2. One amenity building for shared resident use that may have a second-floor dwelling unit for a support person
3. One *dwelling unit* for a support person located above a shared indoor resident amenity space
4. *Accessory buildings and structures*

8.64.3 Lot Coverage

A lot shall not be covered by buildings to a greater extent than 40% of the total area of the lot.

8.64.4 Floor Area Ratio

The maximum *floor area ratio* shall not exceed 0.55.

8.64.5 Minimum Lot Size

A lot shall have an area of not less than 1,600 m².

8.64.6 Setbacks

Except where otherwise specified in this bylaw the following minimum building setbacks shall apply for the principle buildings:

- (1) Front Yard: 7.5 m
- (2) Rear Yard: 7.5 m
- (3) Side Yard (interpreted as the yard adjacent to the northwest property line): 3.0 m except 1.5 m for the seating wall of the amenity building
- (4) Side Yard (interpreted as the yard adjacent to the southeast property line): 3.0 m

For clarity, heat pumps are permitted to project into setbacks.

8.64.7 Height of Buildings

Maximum *building height* shall be 8.5 m.

8.64.9 Usable Open Space

A minimum of 450 m² of useable open space must be provided plus a minimum of 50 m² of indoor amenity space.

8.64.10 Accessory Structures

Shall not be permitted except for bike and scooter storage structures and entry gazebo.

- (1) The front and southeast side yard setbacks for accessory buildings shall be 2.5 m
- (2) The rear yard setback for accessory buildings shall be 4.0 m
- (3) The northwest side yard setback for accessory buildings shall be 1.0 m
- (4) The maximum height for accessory buildings shall be 3.5 m

8.64.11 Off-Street Parking and Loading

Off-street parking shall be provided and maintained in accordance with the requirements of Division 7 of this bylaw except:

- (1) A total of six (6) vehicle parking spaces shall be provided, including a minimum of three (3) visitor spaces;
- (2) Bicycle parking facilities shall be provided at a minimum rate of 0.875 Class II covered, secure stall per unit plus 0.25 Class I stalls per unit; and
- (3) Bicycle parking specification Sections 7.3.2 2,3,7,8,12 and 14g and h do not apply

8.64.12 Fencing

- (1) The maximum height of side and rear fencing is 2.5 m.
- (2) The minimum height of landscaping or fencing on all property lines adjoining all other adjoining properties is 2.0 m.

SCHEDULE A





THE CORPORATION OF THE CITY OF COURTENAY

STAFF REPORT

To: Council
From: Director of Development Services
Subject: Zoning Amendment Bylaw No. 3094 – 1560 Grieve Ave

File No.: 3360-20-2301/ RZ000074

Date: November 8 2023

PURPOSE:

Staff are recommending that Council not hold a public hearing as per section 464(2)(B) of the *Local Government Act*, as the proposal is consistent with the City's Official Community Plan, and issue public notice as per Section 467 of the *Local Government Act* that a public hearing will not be held for Zoning Amendment Bylaw No. 3094 for the property legal described as Lot 14, Section 41, Comox District.

EXECUTIVE SUMMARY:

Staff have received an application to amend Zoning Bylaw No. 2500, 2007 from R-2 to Comprehensive Development Thirty-Eight Zone (CD-38), which will permit 16-unit multi-residential development contained in six buildings on a 1,630 m² property for diverse abilities to be operated by a non-profit charitable organization. The subject property is designated Urban Residential and is consistent with the OCP land use policies. Staff support the proposed Zoning Amendment Bylaw 3094 which is detailed in this report.

BACKGROUND:

The subject property is approximately 0.163 ha in size and is located at 1560 Grieve Avenue as illustrated in **Figure 1**. The site contains an existing single-residential building and vegetation including a variety of mature trees and within 200 metres of the site contains many services including a community hub run by the L'Arche Organization who are the operators of this proposed development. It is zoned Residential Two (R-2) zone and has a single-family dwelling on the lot.

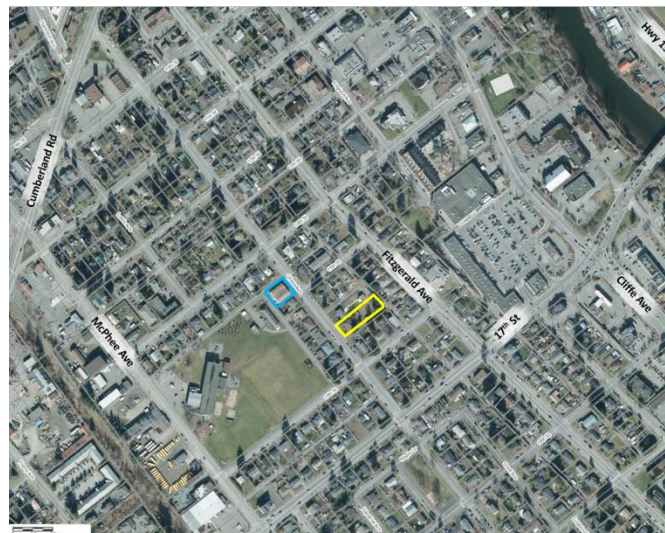
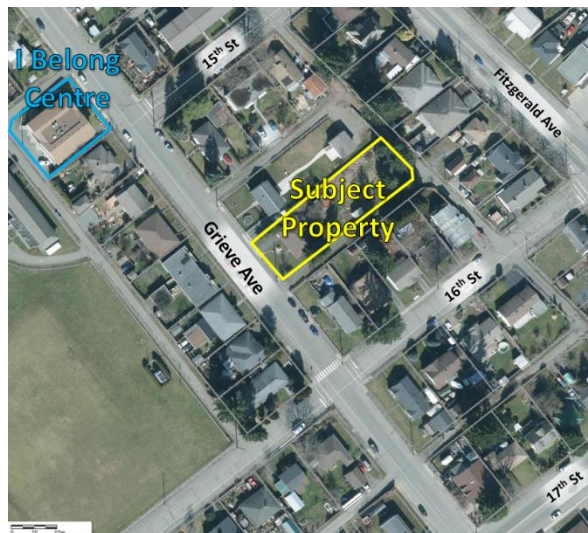


Figure 1: Subject Property Location and Context

The Official Community Plan (OCP) designates this subject property as Urban Residential and DPA-1 Development Permit Area for Commercial, Industrial, Mixed-Use Developments, and Multi-Residential Dwellings with Three or More Units as illustrated in **Figure 2**. A development permit application has been submitted and is being processed concurrently with the Zoning Amendment Bylaw No. 3094 application.



Figure 2: OCP Land Use Designations

The applicant is proposing to construct a residential community for 15 adults with diverse abilities who meet specific criteria:

- Have an existing funding agreement with Community Living British Columbia [CLBC is a Crown Corporation that supports adults who have developmental disability and helps adults who have autism or FASD and need support with daily tasks];
- Desire to live independently of family, and are supported in their choice by family and friends;
- Possess, or are able to readily acquire the necessary skills for daily living and are able to live alone safely with some supports;
- Have ability to access transportation [residents are unlikely to have cars or drivers' licences]; and
- Desire to be part of an intentional community, developing friendships and participating in group activities.

The proposed Development will be phased and the phases are outlined in Figure 3 below. The first phase would include 7 units that are identifies in green which includes three single-storey units and a two-storey four-unit apartment building along with the central amenity building with caretaker suite. The second phase in grey will have 8 units in two, two-storey buildings at the rear of the lot. **Figure 4** is development rendering of the proposed development. The applicant's proposal is summarized in **Attachment 2**. The proposed development plans and elevations are found in **Attachment 3**.

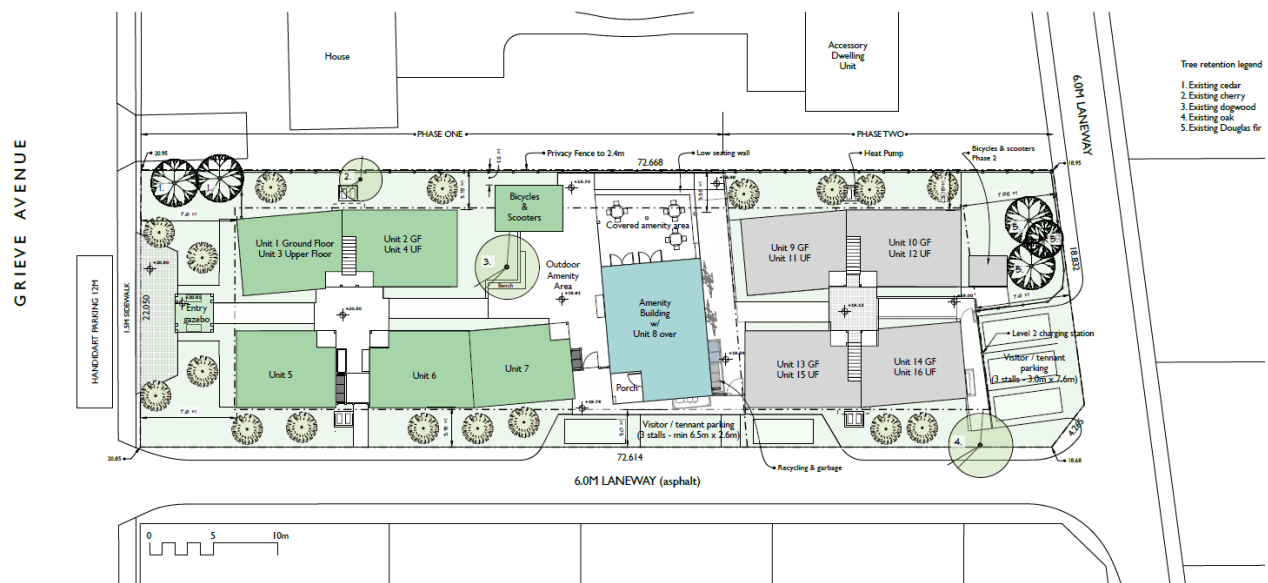


Figure 3: Site Plan



Figure 4: Rendering

DISCUSSION:

Zoning Review

The subject property is zoned R-2 which does not permit multi-residential development, a Comprehensive Development Zone CD-38 has been developed (Zoning Bylaw Amendment No. 3094) which is consistent with the OCP (draft bylaw Attachment **1**).

Zoning Analysis

The proposed CD-38 is based upon the R-3 zone; **Table 1** below compares the proposed CD-38 zone to the R-3 zone and the existing R-2 zone to demonstrate the variations required to support this residential development for diverse disabilities which has program considerations. This CD-38 zone relative to R-3 zone generally seeks:

- reduced building and landscape setbacks;
- reduce frontage width;
- reduced vehicular and bicycle parking requirements to suit target resident needs;
- and proposes significantly lower height than R-3 more in line with R-2 massing.
- The zone includes propose-built rental and will secure below-market rents to a priority equity group of people with diverse intellectual abilities through a housing agreement.

Table 1: Zoning Analysis

Attribute	Existing R-2 Zone	R-3 Zone	Proposed CD-38 Zone
Permitted Use	<ol style="list-style-type: none"> 1. Max. 2 residential units, types depend on lot size 2. Accessory buildings and structures 3. Home occupation 	Single residential, secondary suite duplex, multi residential, accessory buildings and structures, <i>facility for adults with a disability</i> , home occupation, <i>care facility</i>	<ol style="list-style-type: none"> 1. Rental residential in <i>single, duplex and apartment dwelling units</i>; 2. One amenity building for shared resident use that may have a second-floor dwelling unit for a support person; 3. One <i>dwelling unit</i> for a support person located above a shared indoor resident amenity space 4. Accessory buildings and structures
Density (min. lot size)	750 m ² + depends on buildings	1,250 m ²	1,600 m ²
Density (max. Floor Area Ratio)	N/A	.60 (apartments) .40 (all other residential)	0.55
Lot Frontage (min.)	20.0 m; 21.5 m if corner	30.0 m	N/A (22.1 m)
Lot Depth (min.)	35.0 m	N/A	N/A (>35.0 m)
Lot Coverage (max.)	40%	N/A	40%
Front Setback (min.)	7.5 m	7.5 m	7.5 m
Rear Setback (min.)	9.0 m	7.5 m except for apartments: 9.0 m 2nd storey; 10.0 m 3 rd storey	7.5 m
Side Setbacks (min.)	1.5 m and total 4.5 m both sides;	1.5 m and total 4.5 m both sides; 4.5 m any one side that flanks street;	3.0 m except 1.5 m for seating wall of amenity building (NW); 3.0 m (SE);

Attribute	Existing R-2 Zone	R-3 Zone	Proposed CD-38 Zone
	4.5 m any one side that flanks street;	6.0 m where back of bldg. adjacent or facing side lot line	
Principal Bldg. Height (max.)	8.0 m	10.0 m	8.5 m
Accessory Bldg.	50.0 m ² / 10% rear yard max. size; 4.5 m max. height; 1.5 m min. side/rear setbacks; Permitted in front	50.0 m ² / 10% rear yard max. size; 4.5 m max. height; 1.5 m min. side/rear setbacks; Not permitted in front	Only bike/scooter storage and entry gazebo; 3.5 m max. height; 4.0 m rear setback; 1.0 m NW side setback; 2.5 m SE side setback; 2.5 m front setback
Usable Open Space (min.)	N/A	30.0 m ² per 1-br unit; 50.0 m ² per 2+br unit; 10.0 m ² per care facility unit	450 m ² + 50 m ² indoor amenity (total 31.25 m ² per unit)
Frontage Landscape Width (min.)	N/A	4.5 m	N/A (varies 0-7.5 m)
Landscape/Fence Screening Height (min.); Width (min.);	N/A	3.0 m (h.); 3.0 m (w.) on all property lines adjoining properties	2.0 m (h.) landscape or fence on property lines adjoining properties; N/A (w.)
Side/Rear Yard Fence Height (max) (Division 6)	2.0 m	2.0 m	2.5 m
Vehicular Parking Stalls (min.) (Division 7)	2 per single residential unit	1.2 per dwelling unit , including 10% (0.12 per unit) visitor	6 total (0.33 per dwelling unit), including 3 visitor (0.17 per unit)
Bicycle Parking Count (min.) (Division 7)	N/A	2 Class II per unit; 0.2 Class I per unit	0.875 Class II per unit; 0.25 Class I per unit
Bicycle Parking Details (min.) (Division 7)	N/A	1.8 m (l.); 0.6 m (w.); 2.1 m (h.) (standard) 10% oversized - 3.0 m (l.), 0.9 m (w.) Additional rack, entrance distance, outdoor shelter, door and lighting specifications	N/A – plan shows standard 1.8 m (l.), 0.6 m (w.), 2.1+ m (h.); N/A – None 3.0 m long, 3 0.9 m wide N/A – See discussion

Outdoor Amenity Space, Landscaping and Trees

The total outdoor amenity space is 463 m² which includes patios, plazas, lawn and accessible garden areas, with benches under a front gazebo and about other paving stone plazas; an additional 64 m² of indoor amenity area features a full kitchen, activity area and lounge. Yards for individual units are not provided as there is a strong focus on community interaction programming. These high-quality amenity spaces together exceed the 30 m² per unit R-3 zone requirement.

Three garbage/recycling enclosures are all located just inside gates of fences along the lane, confirmed by a waste removal company as easily accessible. Corrugated metal side and rear fences will be up to 2.5 m in height, for safety and security of the potentially vulnerable resident population.

Landscaping is to include 8 retained trees, meeting the Tree Density Target, including a Garry Oak and a Pacific Dogwood which are protected species. Another Garry Oak, growing alongside the fence line, will be retained if possible. One Pacific Dogwood in poor health will need to be removed with a tree cutting permit, along with additional trees as required for construction. Landscaping will add 16 trees, numerous shrubs and groundcover, with a focus on native and low-maintenance species offering screening/softening around the site's perimeter. Refer to **Attachment 4** for the landscape plan.

Access, Parking and Bikes

Pedestrian and handyDART access are along Grieve Avenue, vehicular through laneways. Parking for this project is located in two areas noted on the site plan in **Figure 3**. Level-2 EV charging will be available for three spaces along the laneway to the east of the property. The applicant, L'Arche is open to formally restricting vehicle use through zoning text or covenant to the support person and one other resident, with the balance for visitors given their experience in resident's use of vehicles. The City's zoning bylaw requires two visitor spaces be required for a 16-unit multi-residential development, regardless of bedroom count; here a minimum of six stalls are being provided for 4 visitors, one for the support person and one for a resident. The applicant is requested a decrease in parking requirements to meet resident's needs.

Secured bicycle / scooter parking is housed in two buildings; the Phase 1 building has 8 bike stalls and 2 scooters stalls and the Phase 2 building has 3 bike stalls and 1 scooter stall for a total of 14 stalls for 16 units. L'Arche finds that only about half of the residents in their other residential properties ride bikes and are proposing not providing a space for each residential unit.

Infrastructure

Staff have received an engineer report on the condition of the laneway and are working through the required upgrades with public works which will be brought back with the next council report along with the frontage improvements associated with removing and replacing the driveway letdown along Grieve Avenue. Any requirements for off-site servicing will be secured by a Section 219 covenant prior to final reading.

POLICY ANALYSIS:

This proposal meets the following objectives detailed in Official Community Plan Bylaw 3070, 2022.

Land Use:

- **Objective 1:** Community growth is located away from hazardous lands, agricultural lands and environmentally sensitive areas.
 - The subject property contains no environmentally sensitive areas.

- *Objective 2:* The majority of community growth is strategically guided into growth centres to create more 10-minute neighbourhoods
 - The subject property is not located in a growth centre but is within 200 m of the Urban Corridor and within 150 m of major bus routes and bike routes along Fitzgerald Avenue.
- *Objective 3:* Moderate infill development occurs across the entire city outside growth centres
 - The development proposes a floor area ratio of .55, consistent with apartments in the R-3 zone, the most similar low-density multi-residential zone.
 - The single-bedroom units are located in house-sized buildings with a maximum of four units and two storeys.

Streets and Transportation:

- *Objective 6:* The amount of land dedicated to parking is minimized
 - Only six parking spaces are proposed for 16 units, all accessed directly from the lane.
- *Objective 7:* Parking standards reflect electric vehicle and cycling needs
 - The proposal includes Type 1 and 2 bike parking exceeding expected need and there is a Level 2 EV charging station to service three parking stalls used for visitors and maybe residents.

Buildings and Landscape:

- *Objective 2:* New buildings are highly energy and water efficient, perform at net-zero emissions standard and produce renewable energy
 - These Part 9 buildings will be constructed to the BCBC Step 3 high energy performance standards.
 - Units will be climate-controlled with energy-efficient heat pumps and buildings will feature extensive use of grid-tied rooftop solar panels
 - Low-flow plumbing features will be used throughout
- *Objective 4:* The designs of new buildings complement neighbourhood character
 - The proposed design and layout add density through building forms approximating the massing of nearby homes and tapering down to the lane and the project features high-quality cladding and landscaping.

Affordable Housing:

- *Objective 1:* A variety of housing options are permitted and positively integrated in all neighbourhoods
 - *Policy AH 1:* Support higher housing densities, including amending the Zoning Bylaw to permit two dwelling units per single residential lot, in all residential land use designations, as described in the Managing Growth Policy section of this Plan, and in accordance with protection of Environmentally Sensitive Areas policies.
 - The proposed development increases the number of permitted units from two to sixteen.
- *Objective 2:* No net loss of rental housing
 - *Policy AH 10:* Implement Residential Rental Tenure Zoning to protect existing and proposed rental housing stock.

- The proposed CD zone specifies that 15 of the 16 units must be rental tenure (the other being caretaker / support person housing) which will be further secured through a housing agreement.
- **Objective 4:** The City provides incentives to create below-market housing
 - **Policy AH 15:** Develop and adopt a tiered below-market incentive program in which more incentives are offered to those projects in which more units are offered at deeper levels of below-market affordability. Incentives may include but not be limited to application processing timeline targets, parking, zoning, and servicing variances, and waiving or reducing fees and charges.
 - In the spirit of incentivizing below-market housing, which may include waiving or reducing fees, the applicant requests relief from Development Cost Charges and assistance with off-site services as detailed under Financial Implications below.
 - ***Exempt from Community Amenity Contributions exceeds the exemption target of 15% of the units be below 30% of market rent.***

Natural Environment:

- **Objective 3:** Courtenay's air, water, and soil are clean
 - **Policy NE 16:** Limit the extent of impervious surfaces on private and public land.
 - The percent of impervious surfaces for paved areas and buildings is 50% in total, including buildings and some of the outdoor amenity areas and walkways.

Community Amenity Contribution

The OCP exempts housing developments consisting of or including a sufficient number of dedicated price-restricted units operated by a non-profit organization. Per OCP CAC Policy 5a, the preference for multi-unit rental developments is a provision of below-market units at a minimum of 15% of units at 30% below market rental rates. The housing agreement for this property is intended to consider all units except the caretaker unit and proposes 80% approximately will be below 30% of the market rent for a one-bedroom unit.

Prior to final adoption of Bylaw No. 3094, a housing agreement will secure affordable rental rates. L'Arche Comox Valley (LCV) has submitted a letter indicating intent to produce below-market rental (**Attachment 5**).

PUBLIC ENGAGEMENT:

The Public Information Meeting requirements for this development have been waived at the discretion of the Director of Development Services, per *Section 8.4 of Development Application Procedures Bylaw No. 2699, 2012*.

L'Arche Comox Valley (LCV) has submitted a summary of public engagement (**Attachment 6**), which details that a project information session was held August 26, 2022 outside the I Belong Centre at 1465 Grieve Avenue and an open house was held inside the Centre June 8th 2023. The former event was advertised with flyers to the surrounding neighbourhood using an address list provided by the City and featured prominently displayed project information. The latter was advertised on social media and to strategic partners and public figures. LCV reports that both events were well-attended and received only positive

feedback and provided a written statement from the adjacent neighbour supporting the development (**Attachment 7**).

If Council supports not holding a public hearing for the proposed Zoning Amendment No. 3094, an advertisement will be posted in the newspaper and a notice will be mailed out to residents within 100 metres informing them that the public hearing will not be held. The advertisement and mailout provide an opportunity for the public to comment. Any comments received will be brought forward to Council by staff.

Alternatively, Council has the discretion to direct staff to schedule a public hearing and provide statutory notice. This would have to be done through a resolution.

The subject property is located within 800 m of the Cliffe Avenue intersection with 17th Street, a controlled intersection. In accordance with Section 52(3) of the *Transportation Act* the Ministry of Transportation must grant its approval prior to adoption of the bylaw.

REGIONAL GROWTH STRATEGY REFERENCE:

The Comox Valley Regional Growth Strategy (RGS) is a framework for future land use, and sets basic direction for planning, policies, and action for all member municipalities, including Courtenay. The RGS is guided by a number of growth management principles that are incorporated by this proposed application.

This development proposal is consistent with the RGS Housing Goal to “ensure a diversity of affordable housing options to meet evolving regional demographics and needs” including:

- Promote the efficient use of land, provide greater transportation choices, reduce public servicing costs, and achieve environmental benefits through compact growth.
- Promote intensification, compact growth and supportive public transit services throughout designated Municipal Areas as the primary means of accommodating population and employment growth.

FINANCIAL IMPLICATIONS:

The applicant has provided a letter (see **Attachment 8**) requesting consideration of reduction of DCCs and off-site services. Once the costs of the offsite services are determined, Staff can provide this information in the next Council report for their consideration. Non-profit organizations providing affordable housing through a council resolution, have had these costs paid through the Affordable Housing Reserve fund. This would form part of the Council report for first readings of the bylaw at a future council meeting.

ADMINISTRATIVE IMPLICATIONS:

Processing Zoning Bylaw amendments is a statutory component of the corporate work plan and a core duty of the Department of Development Services. Work to date has primarily been carried out by Development Services staff, although other departments have provided referral comments.

ASSET MANAGEMENT IMPLICATIONS:

The applicant submitted engineered civil plans for water, sewer, and stormwater to service the development. The submissions are adequate to confirm the site can be serviced. Final engineering plans will be required as part of the building permit application.

STRATEGIC PRIORITIES REFERENCE:

Explore approaches to develop affordable housing

- A housing agreement to ensure affordability for tenants will be presented to Council with the development proposal for first reading.

Social Infrastructure: Identify roles for the City in the delivery of social infrastructure outlined in the OCP

- The OCP's Equity cardinal direction details that equitable cities are those in which all people can participate, prosper, and reach their full potential, and specifically includes persons with disabilities as an equity-priority group. This is echoed in Goals #2 – Housing Choices for All and #7 – A City for Everyone

OPTIONS:

1. THAT Council not hold a public hearing per Section 464(2)(b) of the *Local Government Act* as "Zoning Amendment Bylaw No. 3094" (1560 Grieve Avenue) is consistent with the City's Official Community Plan; and
THAT Council direct staff to issue public notice per Section 467 of the *Local Government Act* that a public hearing will not be held for "Zoning Amendment Bylaw No. 3094" (1560 Grieve Avenue);
2. THAT Council request additional information from staff through a resolution.
3. THAT Council direct staff to hold a public hearing under section 464(1)(b) and to give notice under section 466.
4. THAT Council not proceed with the application.

ATTACHMENTS:

Attachment 1 – Bylaw 3094 and CD-38 Zone

Attachment 2 – Applicant Rationale

Attachment 3 – Plans and Elevations

Attachment 4 – Landscape Plans

Attachment 5 – Below Market Rental Intent Letter

Attachment 6 – Public Engagement Summary

Attachment 7 – Public Comment

Attachment 8 – Financial Assistance Request Letter to Council

Prepared by: Mike Grimsrud, Planner II

Reviewed by: Marianne Wade, Director of Development Services, RPP, MCIP

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

Attachment 1 – Bylaw 3094 and CD-38 Zone (1560 Grieve)

THE CORPORATION OF THE CITY OF COURTENAY

BYLAW NO. 3094

A bylaw to amend Zoning Bylaw No. 2500, 2007

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

1. This bylaw may be cited for all purposes as **“Zoning Amendment Bylaw No. 3094, 2023”**.
2. That “Zoning Bylaw No. 2500, 2007” be hereby amended as follows:

(b) Amending Division 8 – Classification of Zones through the addition of:

[Part 64] – Comprehensive Development Thirty-Eight Zone (CD-38) 1560 Grieve Avenue
as attached in **Attachment A**.

(c) by rezoning Lot 14, Section 41, Comox District, Plan 9456 (1560 Grieve Avenue) as shown in bold outline on **Attachment B** which is attached hereto and forms part of this bylaw, from Residential Two Zone (R-2) to Comprehensive Development Thirty-Eight Zone (CD-38).

(d) That Schedule No. 8, Zoning Map be amended accordingly.

3. This bylaw shall come into effect upon final adoption hereof.

A decision not to hold a Public Hearing was made on September 13, 2023 pursuant to Section 464(2)(b) of the Local Government Act and notice of this decision was given in accordance with Section 467 of the Local Government Act in two editions of the Comox Valley Record on the 27th day of September, 2023 and the 4th day of October, 2023.

Read a first time this _____ day of _____, 2023

Read a second time this _____ day of _____, 2023

Read a third time this _____ day of _____, 2023

Finally passed and adopted this day of , 2024

Mayor

Corporate Officer

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

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

Attachment A

Part 63 – Comprehensive Development Thirty-Eight Zone (CD-38) (1560 Grieve Ave)

8.64.1 Intent

The CD-38 Zone is intended to accommodate a supportive rental cluster housing development on the property legally described as Lot 14, Section 41, Comox District, Plan 9456. The property shall be developed substantially in accordance with Schedule A which form part of this zone, any contrary requirements of Zoning Bylaw No. 2500 notwithstanding.

8.64.2 Permitted Uses

The following uses are permitted and all other uses are prohibited except as otherwise noted in this bylaw:

1. Rental residential in *single, duplex and apartment dwelling units*
2. One amenity building for shared resident use that may have a second-floor dwelling unit for a support person
3. One *dwelling unit* for a support person located above a shared indoor resident amenity space
4. *Accessory buildings and structures*

8.64.3 Lot Coverage

A lot shall not be covered by buildings to a greater extent than 40% of the total area of the lot.

8.64.4 Floor Area Ratio

The maximum *floor area ratio* shall not exceed 0.55.

8.64.5 Minimum Lot Size

A lot shall have an area of not less than 1,600 m².

8.64.6 Setbacks

Except where otherwise specified in this bylaw the following minimum building setbacks shall apply for the principle buildings:

- (1) Front Yard: 7.5 m
- (2) Rear Yard: 7.5 m
- (3) Side Yard (interpreted as the yard adjacent to the northwest property line): 3.0 m except 1.5 m for the seating wall of the amenity building
- (4) Side Yard (interpreted as the yard adjacent to the southeast property line): 3.0 m

For clarity, heat pumps are permitted to project into setbacks.

8.64.7 Height of Buildings

Maximum *building height* shall be 8.5 m.

8.64.9 Usable Open Space

A minimum of 450 m² of useable open space must be provided plus a minimum of 50 m² of indoor amenity space.

8.64.10 Accessory Structures

Shall not be permitted except for bike and scooter storage structures and entry gazebo.

- (1) The front and southeast side yard setbacks for accessory buildings shall be 2.5 m
- (2) The rear yard setback for accessory buildings shall be 4.0 m
- (3) The northwest side yard setback for accessory buildings shall be 1.0 m
- (4) The maximum height for accessory buildings shall be 3.5 m

8.64.11 Off-Street Parking and Loading

Off-street parking shall be provided and maintained in accordance with the requirements of Division 7 of this bylaw except:

- (1) A total of six (6) vehicle parking spaces shall be provided, including a minimum of three (3) visitor spaces;
- (2) Bicycle parking facilities shall be provided at a minimum rate of 0.875 Class II covered, secure stall per unit plus 0.25 Class I stalls per unit; and
- (3) Bicycle parking specification Sections 7.3.2 2,3,7,8,12 and 14g and h do not apply

8.64.12 Fencing

- (1) The maximum height of side and rear fencing is 2.5 m.
- (2) The minimum height of landscaping or fencing on all property lines adjoining all other adjoining properties is 2.0 m.

SCHEDULE A



SCALE: AS NOTED
PROJECT: 2023
DRAWN: JGS
CHECKED: JGS
ISSUED: June 21, 2023
REFERENCE: REDUCING & 0"

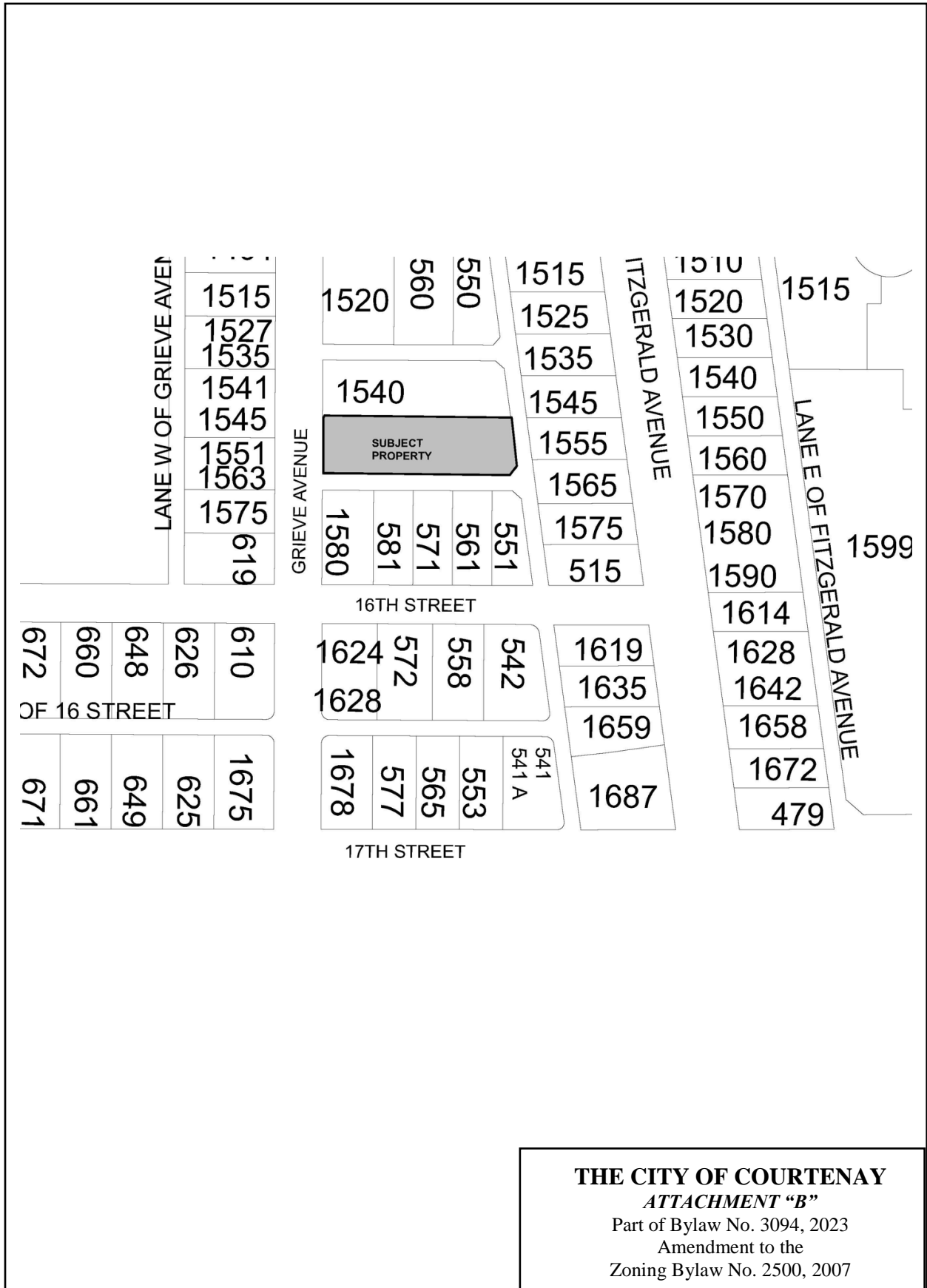
A-4

john gower design
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L'Arche Comox Valley "The Anchorage"
1560 Grieve Avenue, Courtenay BC

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THE CITY OF COURTENAY
ATTACHMENT "B"

Part of Bylaw No. 3094, 2023
Amendment to the
Zoning Bylaw No. 2500, 2007

Attachment 2 – Applicant Rationale

Application for Development Permit

Project location: 1560 Grieve Avenue, Courtenay BC

Present use: Single family residence

Project description

This is an application for a rezoning and Development Permit to allow L'Arche Comox Valley to build *The Anchorage*, a development which will provide safe and affordable housing for adults with diverse abilities. The proposed development will consist of stand-alone, duplex and four-plex structures, plus an amenity building that includes a suite for an on-site resource and support person, set in an extensively landscaped site. The project will be constructed in two phases. The initial phase comprises the amenity building and eight suites; phase two, expected to be built within the next six to eight years, will have an additional eight suites in two buildings.

Project Background and Objectives

L'Arche Comox Valley, the project proponent, is a member of a national and international non-profit organization (L'Arche Canada, L'Arche International) that works to create homes, programs and support networks for people with diverse disabilities. L'Arche communities exist in 38 countries around the world. In the Comox Valley, L'Arche operates the IBC Suites at 1465 Grieve Avenue and Jubilee House, a shared residence on 19th Street. They also operate the I Belong Centre, a community hub that offers social and recreational activities.

The Anchorage is a response to the need for additional housing options for adults with diverse abilities who are not well-served by the rental market. It is also intended to function as a community, where residents know each other, socialize together, but still live independently. Each one-bedroom unit has a full kitchen and laundry facilities, storage, and ample bedroom and living/dining areas. In addition, residents have the use of a common amenity building where they may gather socially, for entertainment, meals or other activities. Located in this same building, the 'Good Friend and Neighbour' acts as an on-site support person, assisting tenants with a wide variety of tasks including cooking, household maintenance, medical or personal care.

Response to OCP objectives

The project meets many of the goals, policies and guidelines of the Courtenay Official Community Plan's Section 4 "Land Use Designations" as well as Section 8 "Development Permit Areas – Residential":

- Optimizes the use of existing lands in the City;
- Encourages multi residential development in the Downtown area of the City;
- Ensures the provision and integration of special needs and affordable housing;
- Encourages housing opportunities and convenient community services for individuals with special housing requirements;
- Ensures new housing projects introduce innovative and creative design and streetscapes;
- Preserves the integrity and character of existing residential areas with its redevelopment proposal;
- Increases the supply of affordable rental housing;
- Disperses affordable and social housing, while creating a walkable “campus” between the three LCV locations;
- Includes a comprehensive design concept giving attention to the overall architectural style, detailing, two storey pedestrian scale, representative natural materials, character of fenestration, articulation of shingled roofs, distinctive treatment of entrances, stepping of building heights that follow the natural topography, relationship of indoor and outdoor spaces, design and placement of common areas, parking arrangement and circulation exploiting the existing lanes, and a verdant and functional landscape character and design;
- The proposed arrangement of buildings on the site creates an enclosing walkway and courtyard spaces that provide a level of security and sense of safety that is of paramount importance to the prospective tenant group. The project seeks to achieve a balance of exterior privacy and neighbourly interaction amongst residents, encouraging interactions and casual surveillance while defining boundaries between units;
- Many of the existing trees on site will be retained

Site Location and Characteristics

The site chosen for The Anchorage is located at 1560 Grieve Avenue, a street of primarily single-family bungalows with a few storey and a half homes, dating from the 1950's and 1960's. The 22m wide by 72.7m deep lot is bounded on the SW side by Grieve Avenue, and on the SE and NE sides by 6m laneways. There is a gentle slope totalling 1.8m from the front to the rear. Numerous mature trees, both confers and deciduous, are found on the property, as is a one-storey dwelling and outbuilding, which will be removed. The property is currently fenced on three sides. The site location is within walking distance of shopping, services, and close to major bus routes.

Site Design Concept

The site concept chosen for this project – detached structures arrayed around a central courtyard and shared amenity building - reflects the desire to create a safe and welcoming intentional community for the residents. Design principles such as those found in Cohousing communities - such as: windows facing the commons, vehicles at the periphery, a good balance of public and private spaces - are employed to foster a sense of belonging and connection between residents.

At the same time, there is a desire to fit into both the social and the built fabric of the street. Socially, a precedent has previously been set in the neighbourhood with the construction of the I Belong Centre at 1465 Grieve Ave.

Building Design

As it is the strong desire of L'Arche Comox Valley to fit this new residential community into the neighbourhood, the proposed construction will use forms based on vernacular examples existing in the neighbourhood, retaining the same sense of scale by using a number of smaller structures instead of one large block. Lower roofs on south and east sides will allow light into the central courtyard area and soften the visual impact at the Grieve Avenue corner. A gazebo over the main entryway provides a neighbourhood amenity that enhances pedestrian experience on Grieve and delineates the transition from the public to the private realm.

All dwelling units are to be one-bedroom, single occupancy and are fully self-contained with complete kitchens, in-suite laundry, 3-piece bathrooms, generous entry halls, living/dining and bedroom areas. Principles of Universal Design are followed, which will allow residents to remain independent despite any physical disabilities which may arise. All units are designed with ample weather protection at each entrance, large doorways, with turning clearances for those with limited mobility that will facilitate aging in place. Kitchen windows are oriented to the central “street” for community connection and security. Interior finishes will be low-VOC, durable and aesthetically pleasing choices such as Marmoleum flooring, wood doors and trim.

Exterior cladding will be HardieBoard bevel and Board & Batten siding, with a playful and strong colour palette, except around entry doors where horizontal clear cedar siding highlights will create welcoming warmth and visual interest. Roofs will have laminated architectural shingles in middle grey tones with fascia and trim flashings in dark greys to match the shingles; soffits will be beaded vinyl. The overall intention is to convey the impression of quality construction by using good materials and darker colours, ample fascia boards and trim, with careful attention to detailing.

Landscape Design

The project landscaping has been designed to achieve the following objectives:

- Creation of an inviting entrance to the site for visitors and residents at each point of entry;
- Site design offers a 'homey' feel and a clear designation of private lands. Low fencing aids in the identification of private to public land making the site more defensible;
- Low maintenance, low water consumption and manpower needed;
- A gently sloping grade to each internal pathway to ensure that accessibility is achieved creating an inclusive approach;
- Retention of existing trees where possible, including mature fir, oak and dogwood trees;
- Visual improvements to the abutting lanes along with greening to contribute to the aesthetics of the neighbourhood.
- An open plaza along Grieve to allow for handyDART pickup and an open interaction with the neighbourhood;
- Native species utilized in plantings for reduced maintenance, water consumption and a natural aesthetic;
- Vegetative screening along site edges to soften the impact of structures
- Courtyard offers open gathering spaces for residents to interact in a pleasant environment;
- Private outdoor living spaces for some units in the form of rear patios large enough for table and chairs;
- A bicycle friendly site with secure bike and scooter storage;
- All planted areas will be constructed with the following minimum depth of soil:
 - Shrubs – 450 mm;
 - Ground cover & grasses – 300 mm;
 - Trees – 300 mm around and below the root ball.

Sustainability Design

- The project hopes to exceed BC Step Code Level 3 as mandated by the City of Courtenay for residential buildings;
- The site use complements surrounding land uses and is contoured to respond to site topography;
- The project demonstrates high walkability, and is transit-oriented. As residents will be largely car-free, there will be a HandiDart stop at the curb on Grieve Avenue as well as convenient and secure storage for bicycles and scooters on-site;
- Level-2 electric vehicle charging will be provided in the rear parking area;
- Many of the larger existing trees on the lot will be maintained;
- Roofs are asymmetrical to provide more roof area for solar PV panels. Up to 24 kW of PV generation is possible on south-facing roofs in Phase 1. Units will be pre-wired for grid-

tied solar. The actual amount of installed capacity will be determined at time of construction;

- Modern, low flow plumbing fixtures will be used throughout the project;
- Where possible, construction materials and finishes are to be locally produced and non-toxic;
- Runoff generated on the site will be returned to the water table via porous paving and a rainwater detention system;
- Air source heat pumps will provide heating and cooling. With a low energy use and air tight building, air quality will be handled with the installation of HRVs (heat recovery ventilators). These ventilators will bring fresh air continuously into the building while exhausting the stale, used air. The combination of minimal heat loss through the building envelope, air tightness, and HRV fresh air supply will create comfortable, healthy and low-operating cost dwellings.

Safety and Security

Safety and security are of key importance to the potentially vulnerable population that will be housed in this project.

- The presence of the 'Good Friend and Neighbour' is the single most important factor: an individual living centrally within the development, with eyes to the life in the outdoor spaces;
- Additional 'eyes' will be provided by interior-facing kitchen windows;
- Controlled lights on motion sensors for night-time safety will be included;
- There will be clearly marked transitions from public to private space at entry points, with the option for additional access control (i.e. entry keypads) should it prove necessary;
- Fences will be installed between buildings and along laneways to provide a continuous perimeter;
- Benches in gazebo will not be built large enough to permit sleeping.
- Secure storage for bicycles and scooters will be provided.

Neighbourhood Impacts

The existing house and property were developed in the 1950's, and the site has seen minimal improvement or maintenance in the past ten years. While tidy, the house and yard are not a cheerful addition to the streetscape. Neighbours who attended an early Open House on the project expressed excitement at the site plans. Additionally, the project will include:

- Fence and planting to maintain privacy for neighbours at 1540 Grieve;
- Controlled lighting to minimize night sky pollution;
- Modest but attractive landscaping, including perennial beds and new trees;
- A friendly gazebo seating space at the project's street-facing entrance;

- 6 off-street parking stalls, which will be adequate for the mostly non-driving residents.

Project Phasing

This project will be completed in two phases. Phase One will include eight units of resident housing in four separate structures in addition to the entry gazebo, the common amenity building, bicycle and scooter storage building, fencing, internal and external landscaping, pathways, garbage and recycling station, and gravel-surfaced parking areas. The rear part of the site will be fenced at the property line and the site remnant will be maintained in lawn until the commencement of construction in Phase Two.

Phase Two will add eight more suites in two, two-level quad-plex structures and complete the hard-surface walkway to the rear of the site. One or two of these suites will be equipped for full accessibility with the implementation of Universal Design features including dropped countertops, adjustable cabinets, floating vanities, lever door hardware and wide doorways.

Summary

We believe the project shows a high level of design refinement in both buildings and landscaping, while being strongly respectful of the scale and texture of the surrounding urban fabric. The scale of the buildings will be in accordance with adjacent homes and the improvements to buildings and landscape will have a positive impact on the surrounding streetscape. The Anchorage will provide affordable housing for an underserved segment of the Comox Valley population and allow its residents to live in safety and community. It is expected that impacts on the surrounding neighbourhood will be minimal, and that project phasing will allow for integration and adjustment to occur over time.

Rezoning Request

The unique attributes of this project mean that it does not fit the requirements of the current R-2 zoning. As such we request the site be rezoned to a CD designation. Thank you for your consideration of this proposal.

Attachment 3 – Plans and Elevations



PROJECT DATA

CIVIC ADDRESS:	1560 Grieve Avenue, Courtenay BC		
LEGAL DESCRIPTION:	Lot 14, Section 41, Comox District, Plan 9456		
PROJECT DESCRIPTION:	16 units of long-term affordable housing for adults with diverse abilities on a large residential lot, consisting of duplex and quadplex structures plus an amenity building containing storage and a suite for an on-site resource and support person.To be constructed in two phases.		
ZONING:			
Existing zoning:	R-2		
Proposed zoning:	CD (TBD)		
OCP Designation:	Urban Residential		
Development Permit Area:	n/a		
Local Area Plan:	n/a		
SITE AREA:			
Total gross site area:	1.630.15m ²	17,546 SF	0.403acres
Dedications:	None		
Net site area:	1.630.15m ²	17,546 SF	0.403acres
Proposed lot coverage:			
Phase 1:	406.81m ²	4378.9 SF	0.25
Phase 1+ 2:	627.3m ²	6752.0 SF	0.385
FLOOR AREA RATIO:			
Gross floor area (Phase 1&2):	787.24m ²	8473.84 SF	0.48
Useable open space required:	16 units @ 20m ² per unit = 320m ²		
Useable open space provided:	463m ²		

Indoor amenity space provided:		63.7m ²	685.9 SF
Net floor areas - suites (all units one bedroom)			
PHASE 1			
1	Ground level	45.19m ²	486.5 SF
2	Ground level	44.70m ²	481.2 SF
3	Second level	45.47m ²	489.4 SF
4	Second level	44.01m ²	473.8 SF
5	Ground level	41.44m ²	4449.6 SF
6	Ground level	43.3m ²	460.1 SF
7	Ground level	41.78m ²	459.9 SF
8	Upper level in amenity building	46.58m ²	501.58 SF
Total PHASE 1 units:		352.14m ²	3790.4 SF
Amenity building basement level:		72.1m ²	776 SF
Amenity building main level:		76.4m ²	822 SF
Total PHASE 1:		500.6m ²	5388.4 SF
Total both phases:		859.34m ²	9249.8 SF
PHASE 2			
9	Ground level	45.19m ²	486.5 SF
10	Ground level	44.70m ²	481.2 SF
11	Upper level	45.47m ²	489.4 SF
12	Upper level	44.01m ²	473.8 SF
13	Ground level	45.19m ²	486.5 SF
14	Ground level	44.70m ²	481.2 SF
15	Upper level	45.47m ²	489.4 SF
16	Upper level	44.01m ²	473.8 SF
Total PHASE 2 units:		358.74m ²	3861.44 SF

OFF-STREET PARKING			
Residential parking - non-market rental:	1.2 spaces/unit	20 spaces required	4 spaces provided
Visitor parking	.1 of parking spaces	2 spaces required	2 spaces provided
Disabled parking		1 space required	0 spaces provided
Parking space Dimensions:	Rear lane:	Width: 3.0m	Length: 7.6m
	Side lane:	Width: 2.6m	Length: 6.5m

BICYCLE PARKING						
Bicycle spaces required:	16 units x 2.0 = 32 spaces (per Zoning bylaw 7.3.1)					
Bicycle/scooter spaces provided:	14 .6m x 1.8m horizontal spaces in secure indoor facility (10 in Phase 1; 4 in Phase 2)					
	4 exterior spaces					
	18 spaces total					
	All indoor stalls have access to 120v bicycle charging					
SOLID WASTE AND RECYCLING						
Residential garbage - minimum waste and recycling storage area:	the greater of 5.0m ² or 16 units @ .44m ² per unit = 7.04m ²					
Total waste and recycling area provided:	6.6m ² (outside, bins weather protected)					
Household garbage:	8 295 litre totes (1 per 2 households)					
Cardboard:	in recycling totes					
Total recycling/waste containers:	8 x 295 litre waste (.7m x .7m x 1.1m) 2 x 431 litre recycling (.76m x .86m x 1.1m)					
BUILDING SETBACKS						
Front (Grieve Avenue)	Required:	6.0m	Proposed:	7.64m	Accessory building:	2.5m
Rear (lane):	Required:	6.0m	Proposed:	7.64m	Accessory building:	4.5m
Side yard (interior):	Required:	3.0m	Proposed:	3.15m		
Side yard (lane):	Required:	3.0m	Proposed:	3.0m		
BUILDING HEIGHT (From average existing natural grade)						
Maximum allowed (R-2 Zoning):	8.0m					
Maximum proposed (amenity building):	8.14m					
Proposed height of bicycle shed:	3.8m					

PROJECT CONTACTS AND CONSULTANTS

Client: L'Arche Comox Valley 100-1465 Grieve Avenue Courtenay BC V9N2V1	Wendy Dyck	(250)334-8320	wendy@larchecomoxvalley.org
Design: John Gower Design 212-2459 Cousins Avenue, Courtenay V9V3N6	John Gower	(250)871-8765	design@gowerdesigngroup.com
Landscape: Pathways Landscape Group	Dave Snider	(250)703-6489	info@pathwayslandscapegroup.com
Civil: Wedler Engineering LLP 2459 Cousins Ave #211, Courtenay, BC V9N 3N6	Andrew Gower	(250)334-3263	agower@wedler.com
Mechanical: Avalon Mechanical Consultants 5220 Dublin Way #103, Nanaimo, BC V9T 0H2	Tim Robertson	(250)585-2180	trobertson@avalanmechanical.com
Electrical: Muir Engineering UNIT E 1822 Comox Avenue, Comox BC, V9M 3M	Brian Muir	(250)890-0870	brian@muireng.ca
Authority: City of Courtenay Development Services 830 Cliffe Avenue, Courtenay BC V9N2J7	Michael Grimsrud	(250)334-4441	mgrimsrud@courtenay.ca

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L'Arche Comox Valley "The Anchorage"

1560 Grieve Avenue, Courtenay BC

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COURTENAY, BC
V9N 3N6

T: 250 871 8765
TF: 1 877 366 2502

design@gowerdesigngroup.com



john gower design

SCALE:	AS NOTED
PROJECTED START DATE:	2023
DRAWN:	JGG
CHECKED:	JGG
ISSUED:	June 21, 2023
REFERENCE:	REZONING & DP

DRAWING PAGE#

A-1

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L'Arche Comox Valley "The Anchorage"

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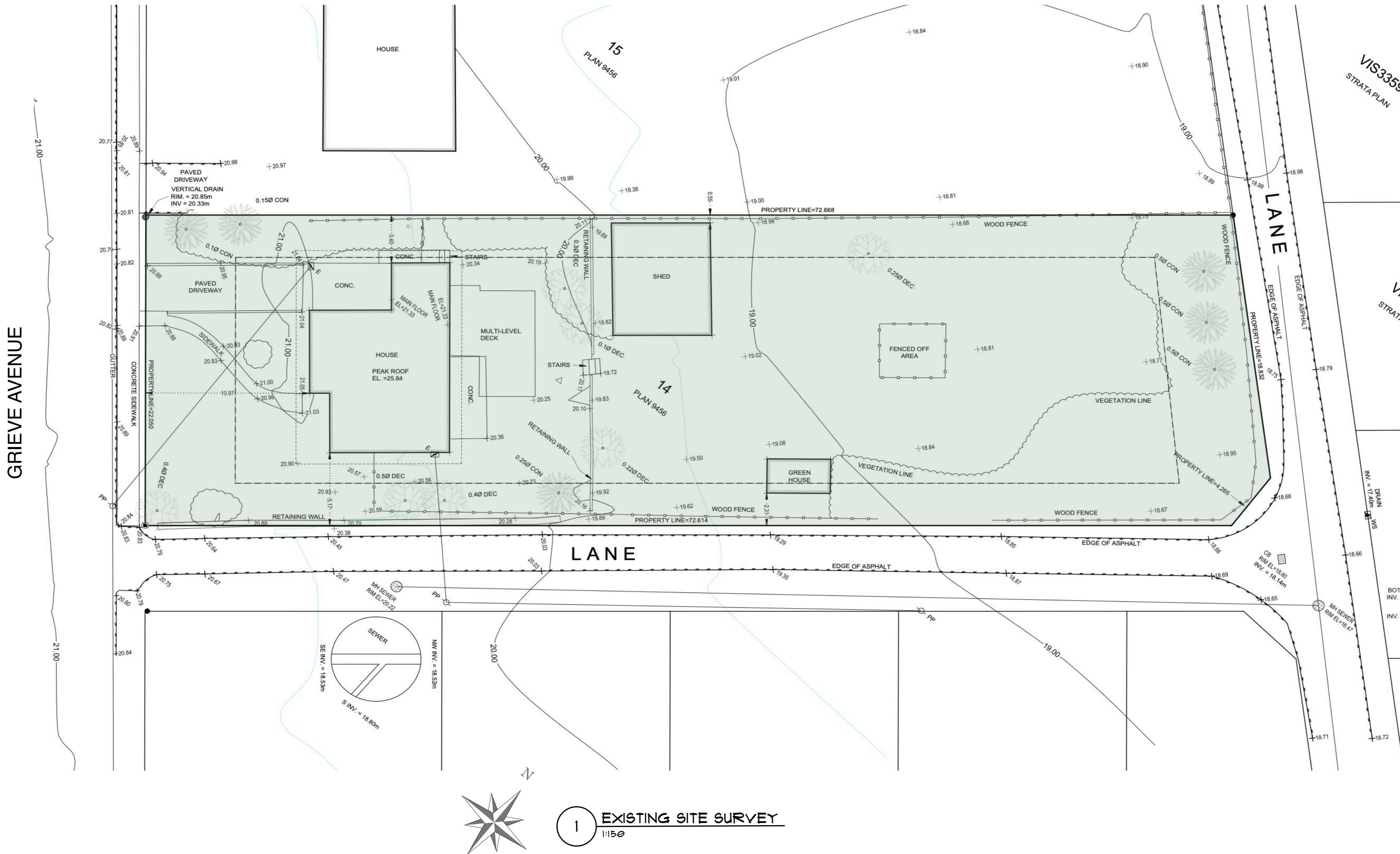


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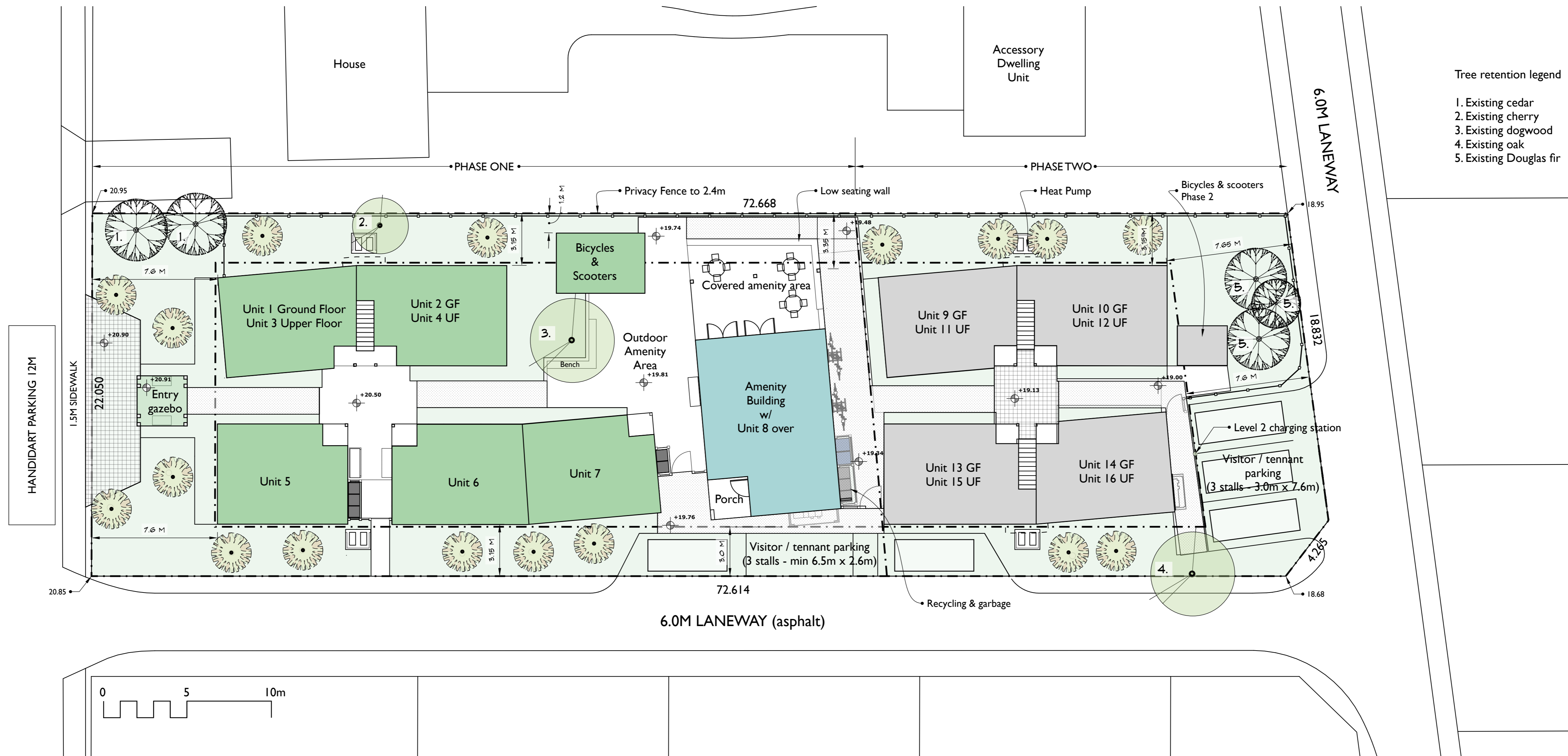
SCALE: AS NOTED
PROJECTED: 2023
START DATE:
DRAWN: JGG
CHECKED: JGG
ISSUED: June 21, 2023
REFERENCE: REZONING & DP

DRAWING PAGE#

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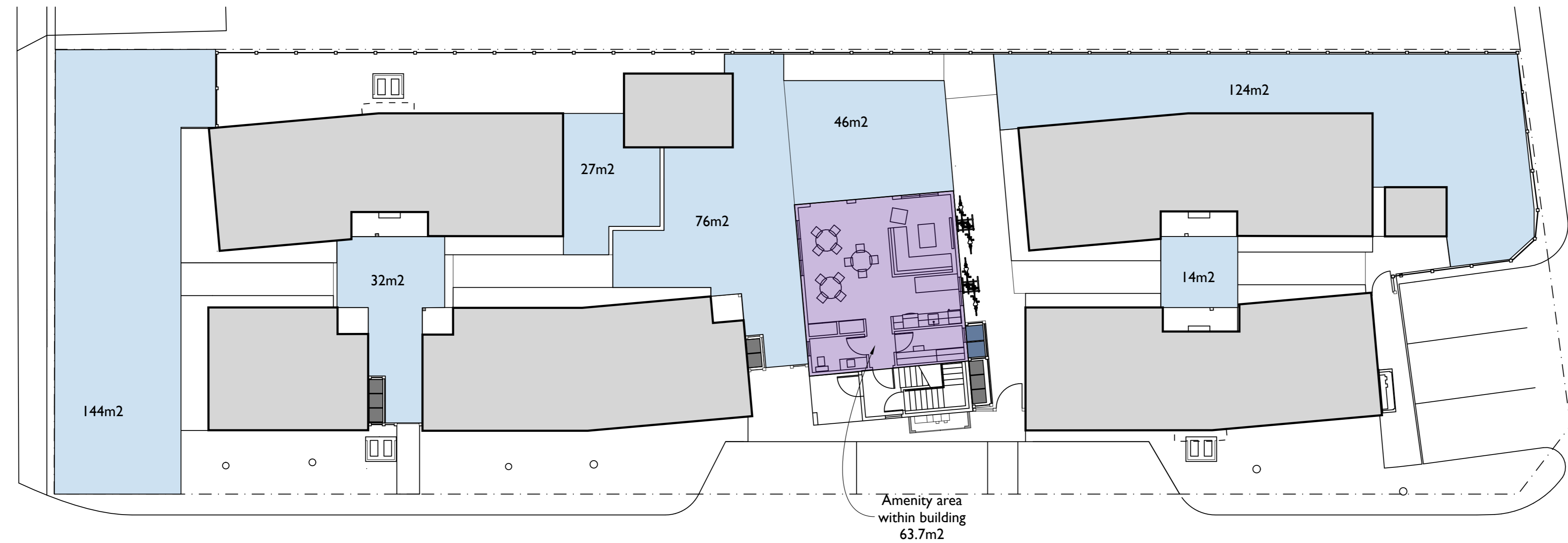


GRIEVE AVENUE



- Tree retention legend
1. Existing cedar
 2. Existing cherry
 3. Existing dogwood
 4. Existing oak
 5. Existing Douglas fir

1 SITE PLAN
1 : 150



Amenity areas calculation:
Patos, plazas and lawn: 312m²
Accessible garden areas: 151m²
Total: 463m²

2 AMENITY AREAS
1 : 150

NOTE: ALL DESIGN MATERIAL, INCLUDING DRAWINGS, MODELS, RELATED DOCUMENTS, ETC., REMAINS THE COPYRIGHTED PROPERTY OF JOHN GOWER DESIGN AND IS NOT TO BE REPRODUCED IN ANY MANNER WITHOUT PRIOR APPROVAL

L'Arche Comox Valley "The Anchorage"

1560 Grieve Avenue, Courtenay BC

#212-2459 COUSINS AVENUE
COURTENAY, BC
V9N 3N6
T: 250 871 8765
TF: 1 877 366 2502
design@gowdesigngroup.com



john gower design
PART OF THE GOWER DESIGN GROUP

SCALE: AS NOTED
PROJECTED START DATE: 2023
DRAWN: JGG
CHECKED: JGG
ISSUED: June 21, 2023
REFERENCE: REZONING & DP

DRAWING PAGE#

A-4



EXTERIOR FINISHES LEGEND

1. ROOFING.
25 YEAR ARCHITECTURAL SHINGLES EG IKO DYNASTY
COLOUR: GRANITE BLACK
2. FACIA BOARDS.
PAINTED 2X8 COMBED FACE OR CEDAR
COLOUR: BENJAMIN MOORE "IRON MOUNTAIN" DARK CHARCOAL
3. EAVESTROUGH AND DOWNSPOUTS.
GENTEK ALUMINUM "SLATE" DARK GREY
4. SOFFITS.
GENTEK ALUMINUM OXFORD PREMIUM "GRAPHITE" DARK GREY
5. UPPER WALLS.
SMOOTH HARDIBOARD & 1 1/2" BATTENS @ 12" O/C
COLOURS: VARIOUS, AS SHOWN
6. LOWER WALLS.
HARDIBOARD BEVEL SIDING 1" EXPOSURE SMOOTH
7. CLADDING AT ENTRANCES.
1X4 CLEAR HORIZONTAL CEDAR, NATURAL FINISH
8. WINDOWS.
WHITE VINYL, BALANCED SASH
9. WINDOW & DOOR TRIM.
4" WIDE CEDAR OR COMBED FACE, JOINTS BUTTED, WHITE FINISH
10. BALCONY RAILINGS.
FACE-MOUNTED ALUMINUM BALUSTERS, ALUMINUM TOP RAIL, DARK GREY



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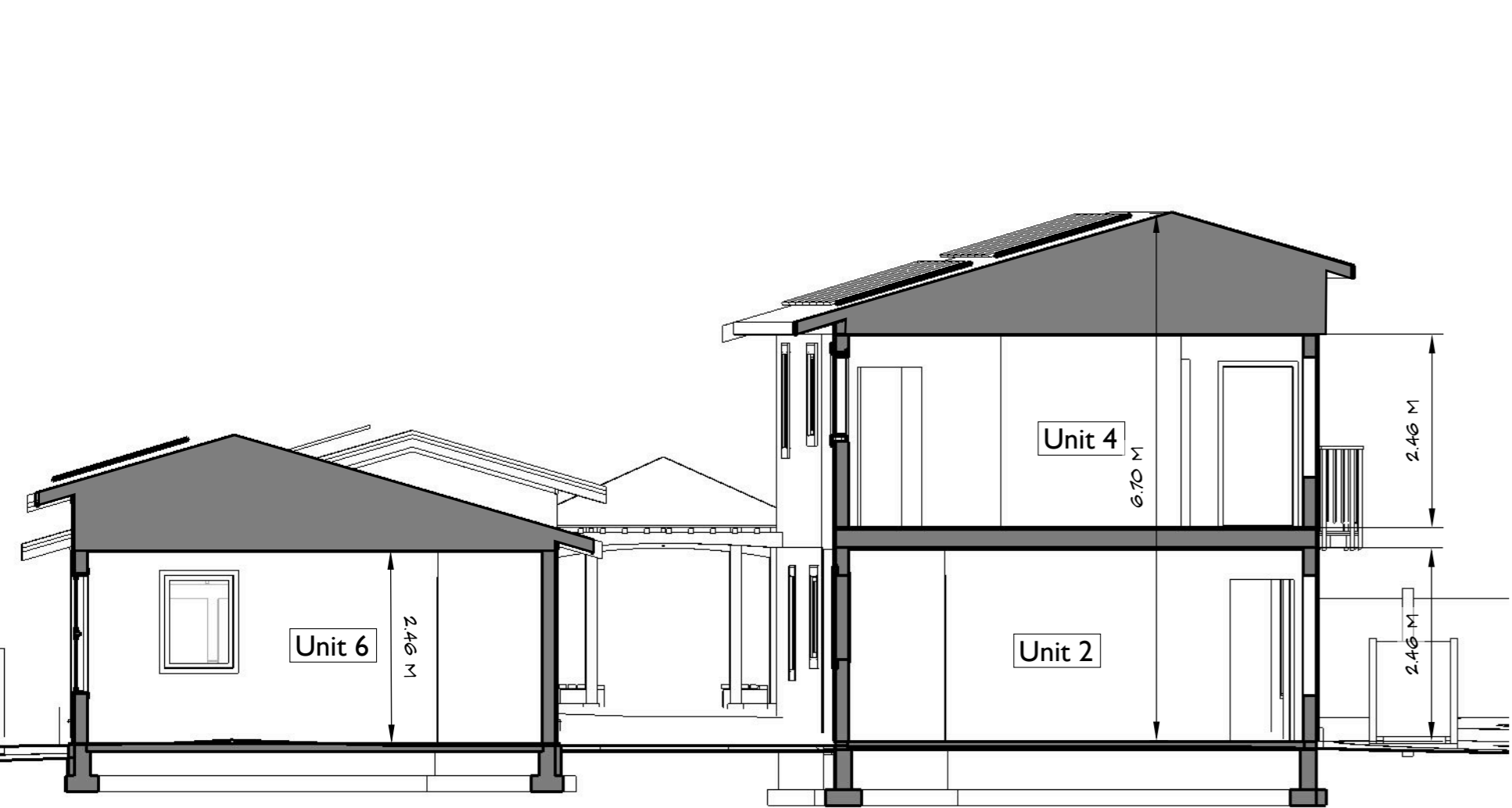
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CHECKED: JGG
ISSUED: June 21, 2023
REFERENCE: REZONING & DP

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A-5



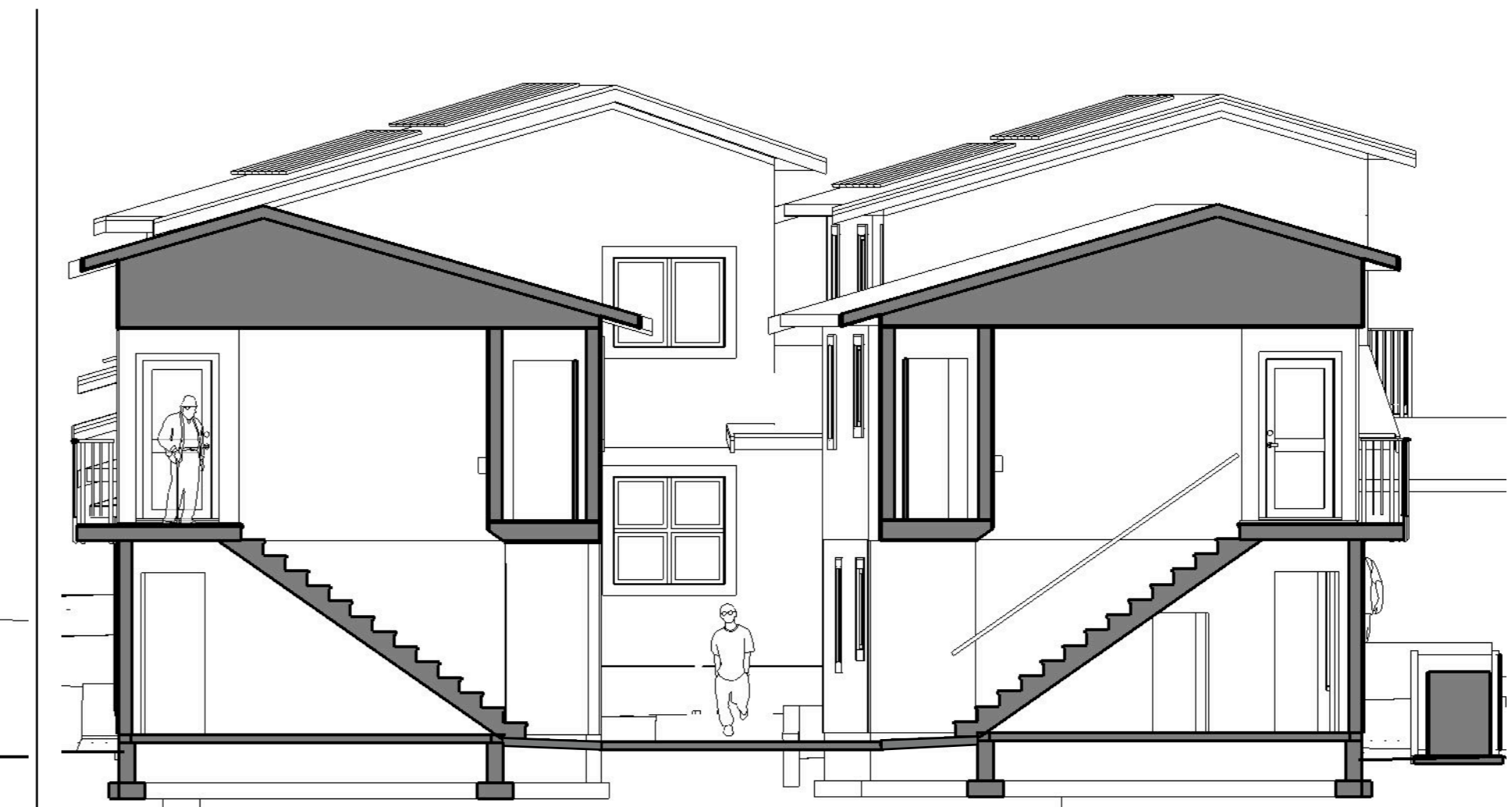
2 COURTYARD VIEW LOOKING NORTH
1:100



2 CROSS SECTION - UNITS 2, 4 & 6
1:15



3 LONG SECTION - UNITS 1-4
1:15



4 CROSS SECTION - STAIR UNITS 11-12 & 15/16
1:15



4 COURTYARD VIEW LOOKING SOUTH
1:100

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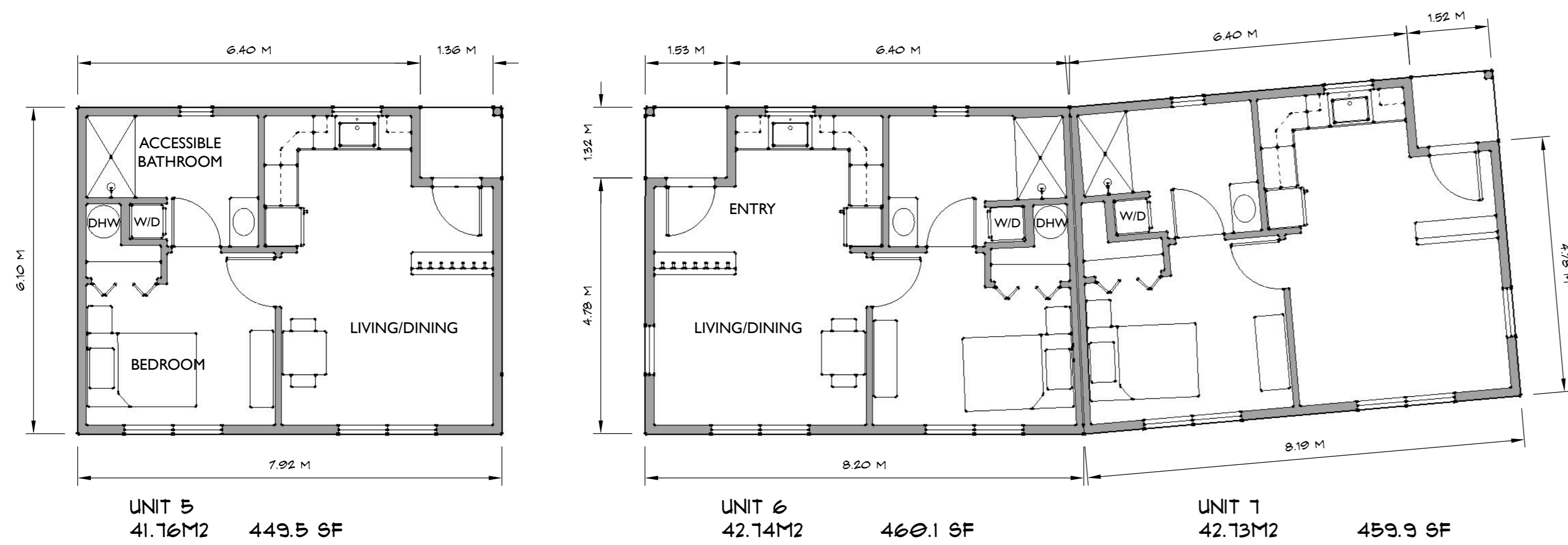


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PROJECTED START DATE: 2023
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REFERENCE: REZONING & DP

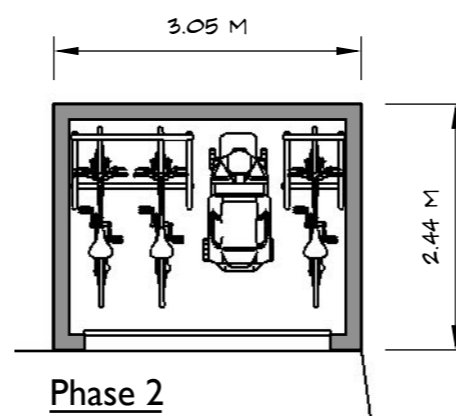
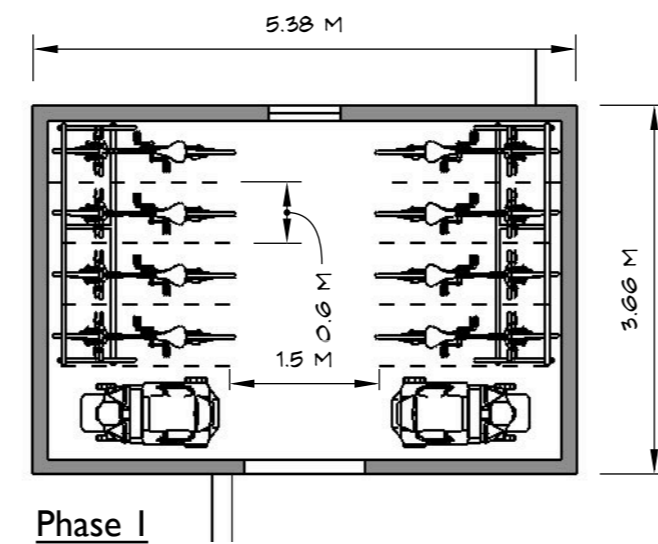
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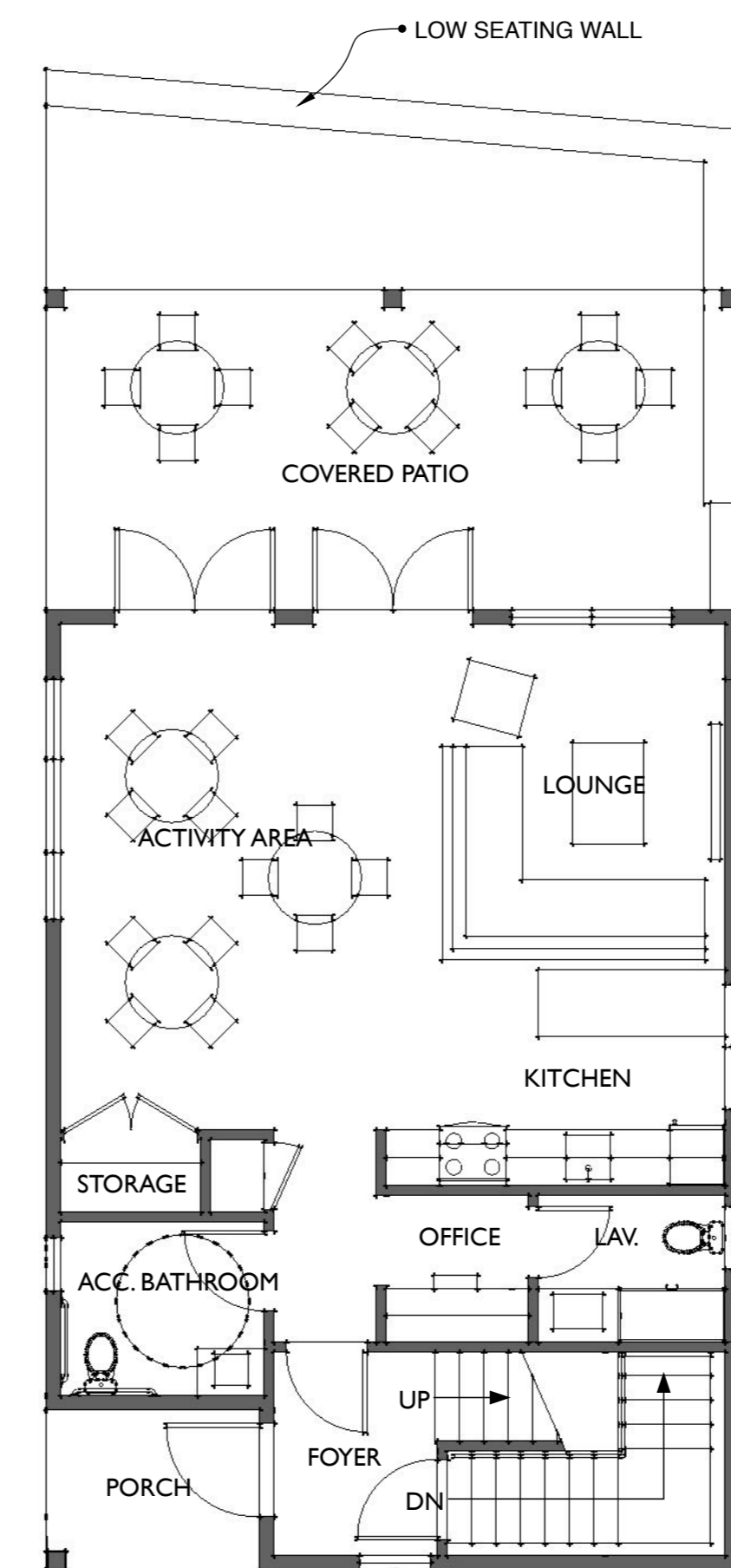
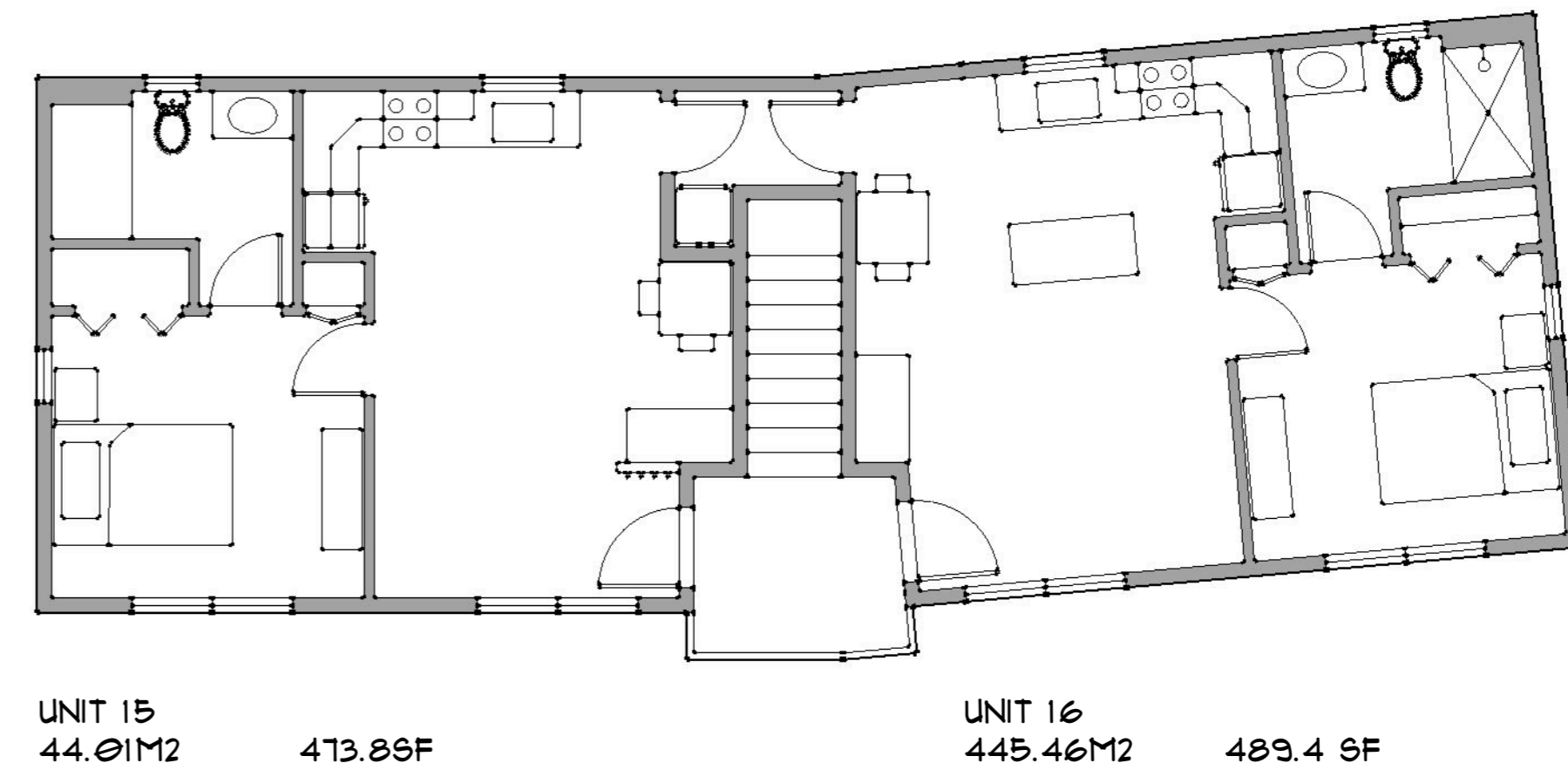
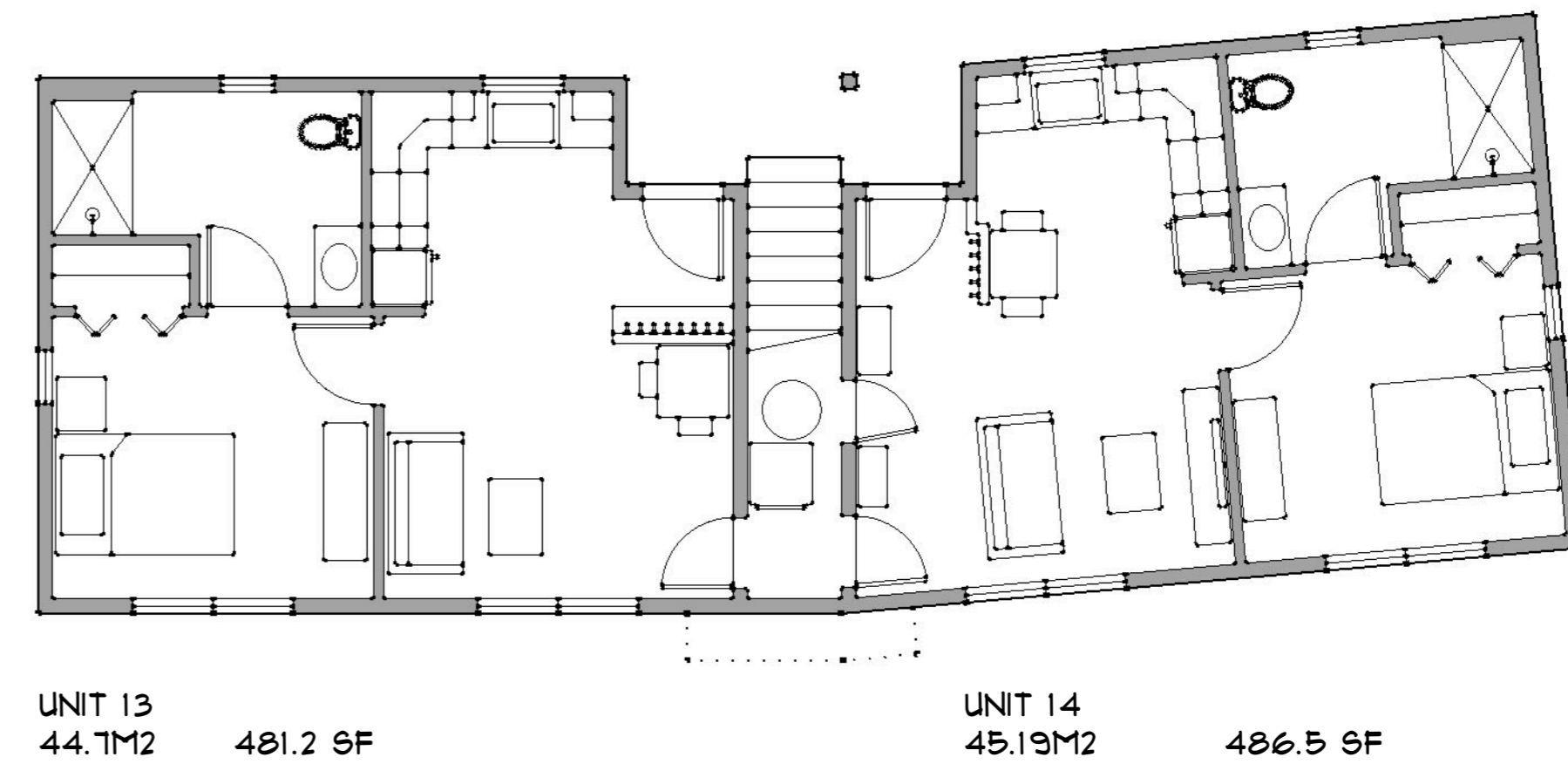
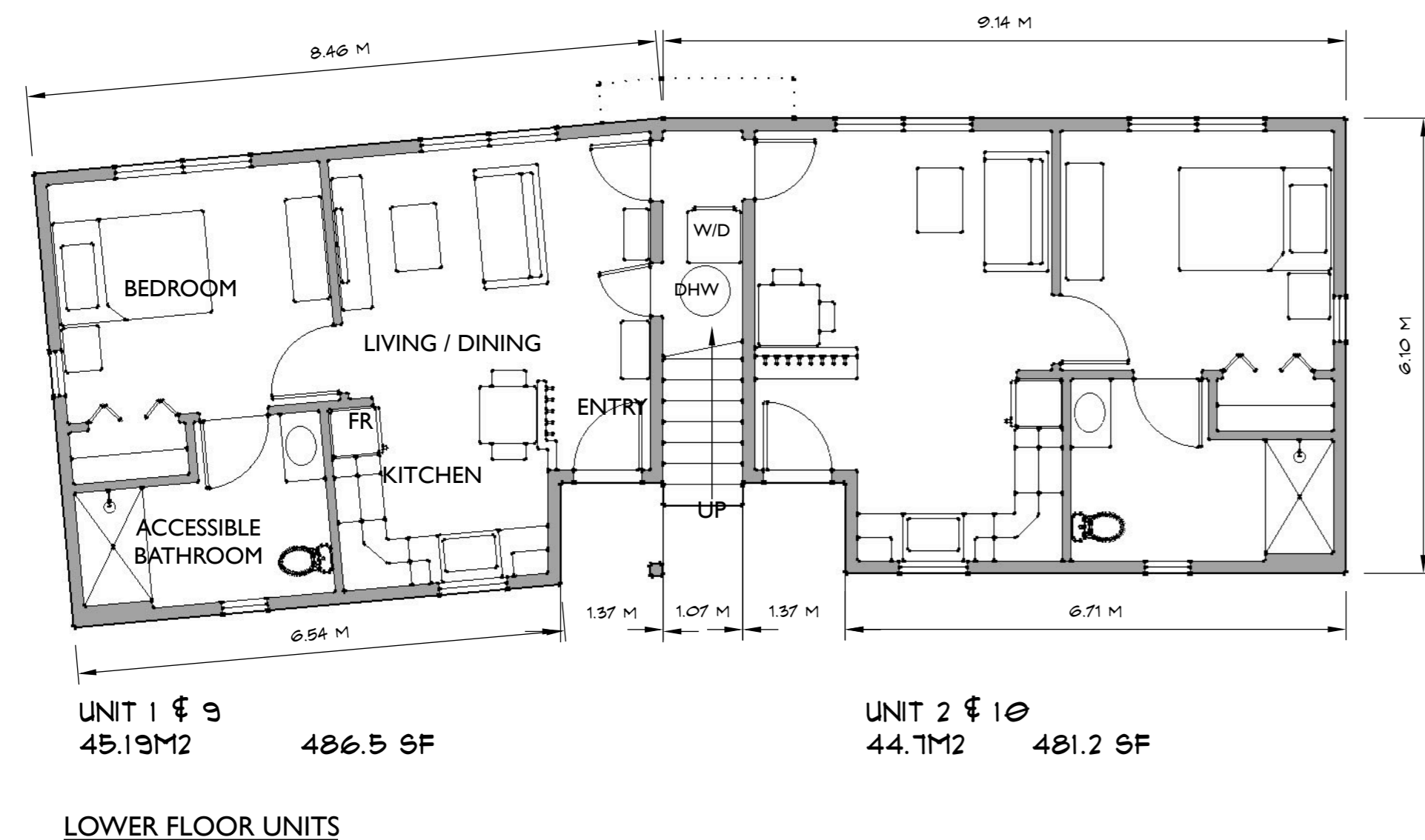
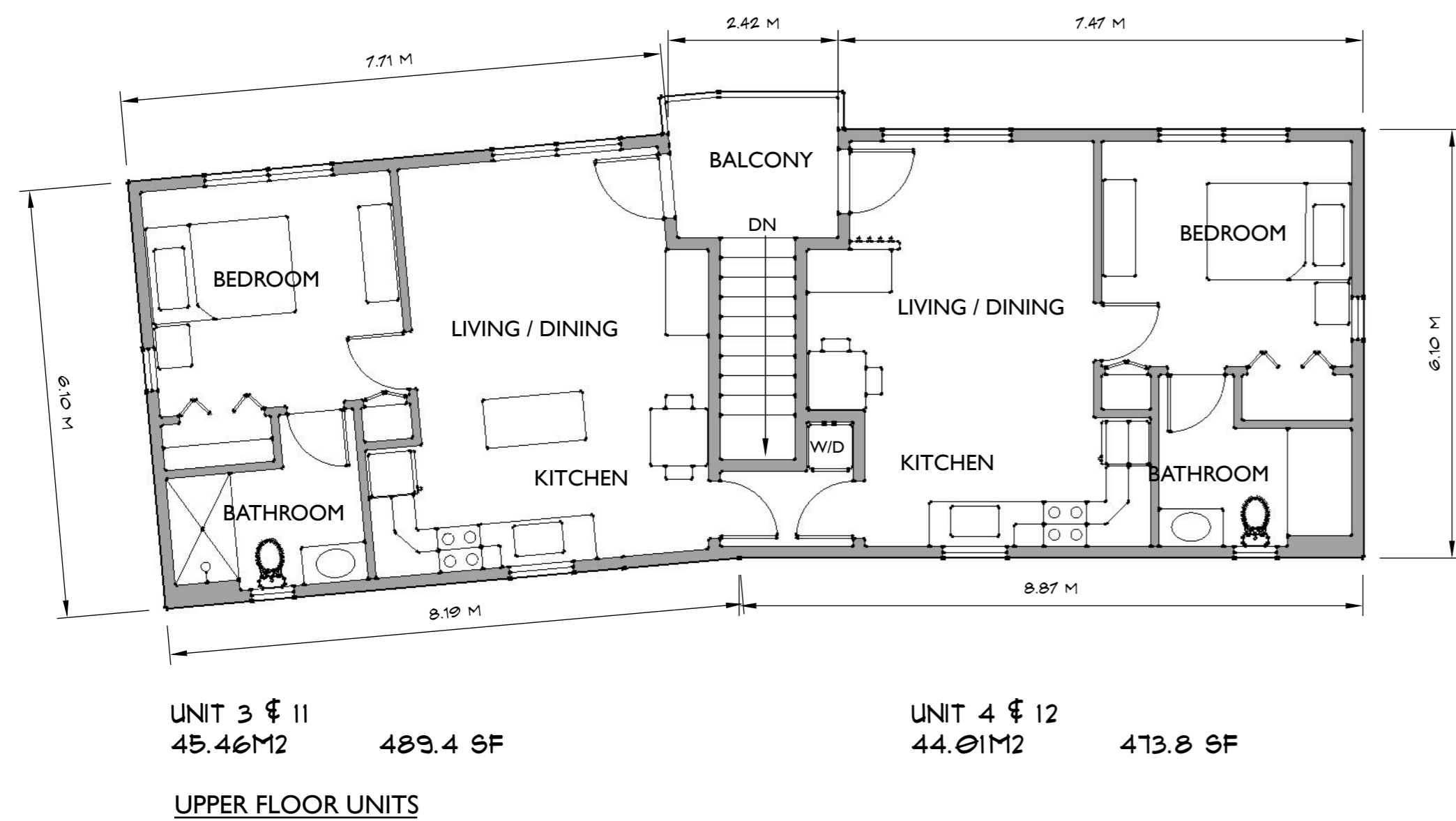
1 DWELLING UNIT FLOOR PLANS

1 : 15



3 BIKE/SCOOTER SHEDS

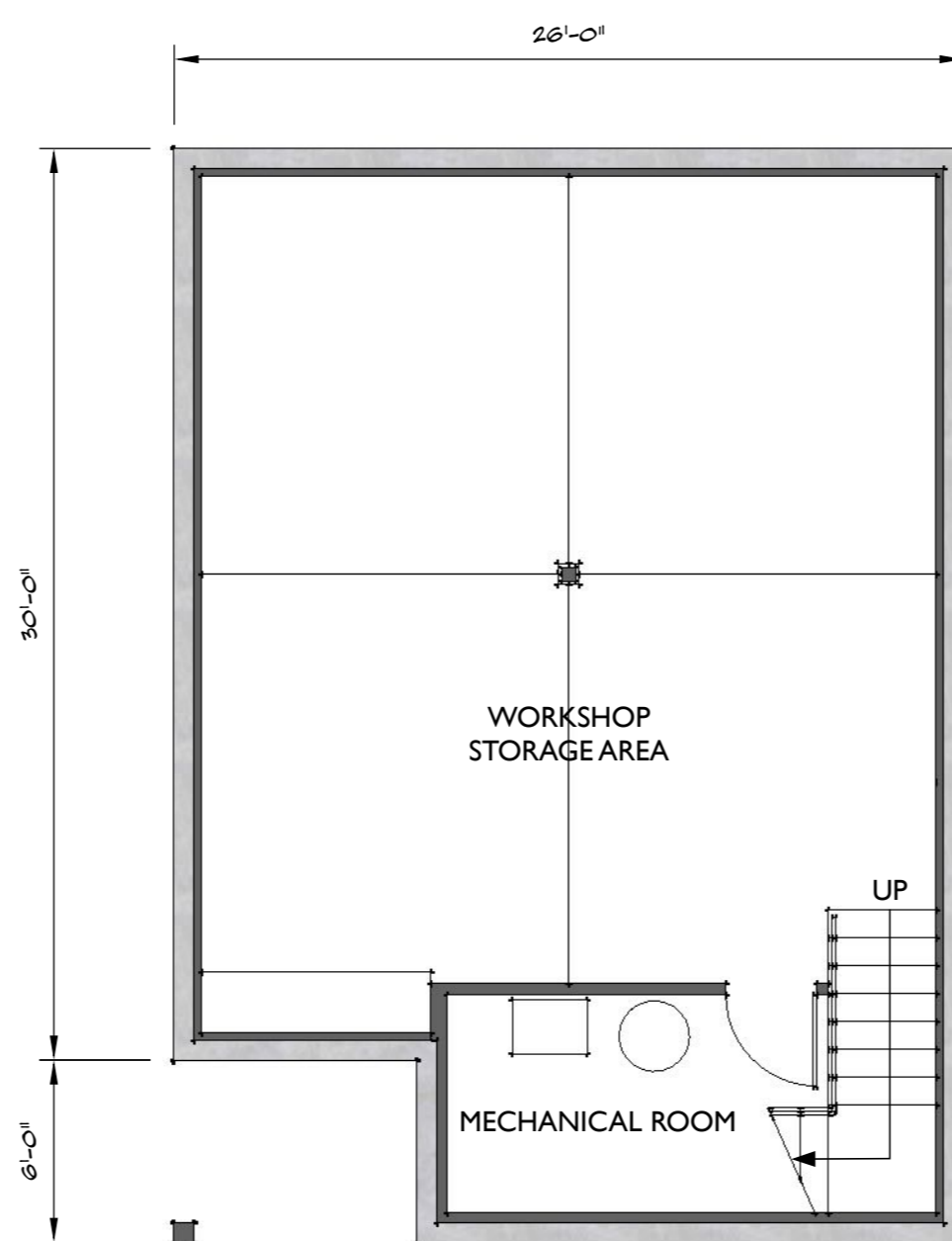
1 : 15



Amenity Building

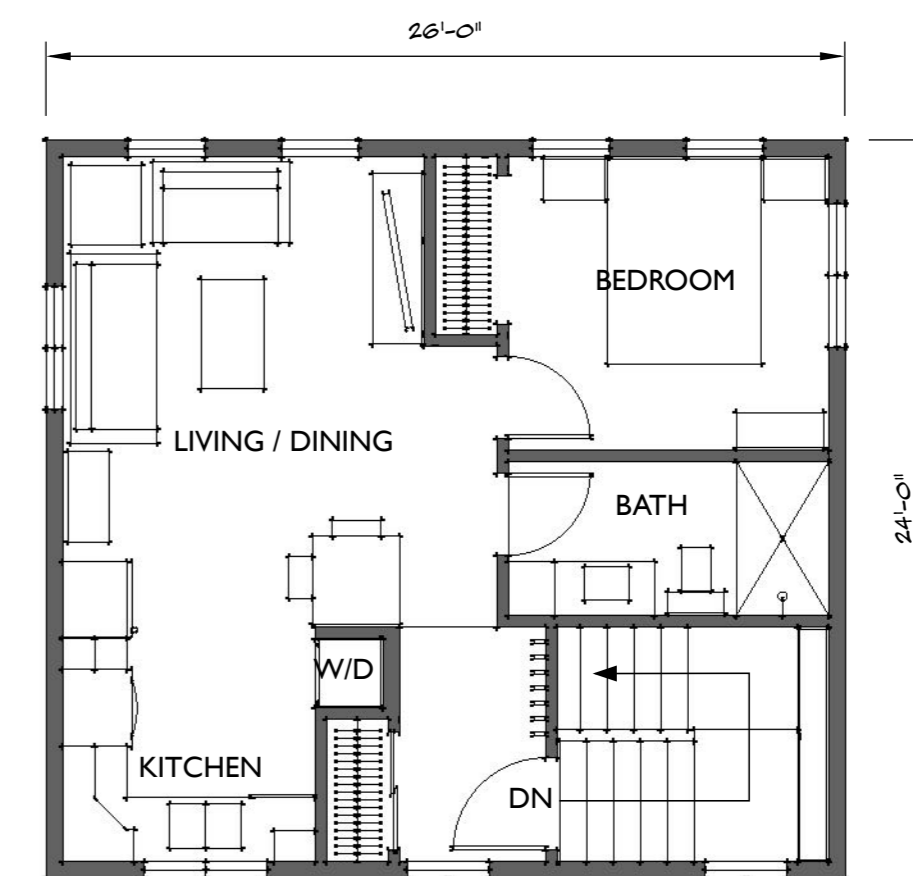
Lounge:	14.1m2
Dining/activities	23.8m2
Kitchen	9.4m2
Bathroom I	3.6m2
Accessible Bathroom	4.6m2
Office nook	2.7m2
Foyer	4.3m2

Max travel distance to exit: 5.2m (main floor)
6.8m (upper suite)



BASEMENT PLAN
12.11M2 116 SF

MAIN FLOOR PLAN
16.4M2 822 SF



UPPER FLOOR PLAN - UNIT 8
46.58M2 501.58 SF

2 AMENITY BUILDING FLOOR PLANS

1 : 15

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DRAWING PAGE#
A-7

Attachment 4 – Landscape Plans

Tree List

Common Name	Botanical Name	Quantity
Retained:		
Dogwood	Cornus	1
Oak	Quercus	1
Cedar	Thuja	2
Fir	Abies	3
Cherry	Prunus	1
New:		
Bowhall Maple	Acer rubrum 'Bowhall'	10
Columnar Beech	Fagus sylvatica 'Dawyck Gold'	6

Shrub List

Common Name	Botanical Name	Quantity
Little Heath Pieris	Pieris japonica 'Little Heath'	35
Rhododendron	Rhododendron 'Rosamundi'	2
Flaming Silver Japanese Pieris	Pieris japonica 'Flaming Silver'	5
Spirea	Spiraea betulifolia 'Tor'	7
Lavender	Lavandula angustifolia 'hiddcot blue'	25
Tall Oregon Grape	Mahonia aquifolium	14
Barberry	Berberis thunbergii 'Bailone' 'Ruby Carousel'	9

Ground Cover and Climber List

Common Name	Botanical Name	Quantity
Erica	Erica carnea 'Kramer's Red'	11
Beech Fern	Thelypteris decursive-pinnata	32
Red Baron Japanese Blood Grass	Imperata cylindrica 'Red Baron'	75
Variegated Reed Grass	Calanagrostis x acutiflora 'Over Dam'	21
Clematis	Clematis armandii 'Snowdrift'	18
Kinnikinnick	Arctostaphylos uva-ursi	83
Hosta	Hosta 'Frosted Mouse Ears'	26



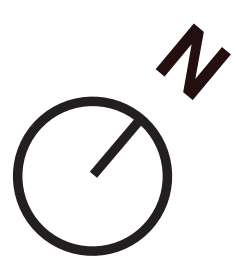
Pathways Landscape Group
845 Evergreen Avenue,
Courtenay, BC
V9N 6Y1

Date: November 10, 2022
Drawn By: DS
Drawing #: 2212
Revision: 08

The Anchorage - Landscape Plan

Site:
1560 Grieve Ave, Courtenay, BC

Client:
L'Arche CV



L1

Legend

Utilities:

- Sanitary Sewer Line
- Sanitary Sewer Manhole
- Storm Sewer Line
- Storm Sewer Catchbasin
- Storm Sewer Manhole
- Water Line

Please see Civil Plan for more detail

Irrigation:

- Irrigation Connection Point
- Irrigation Feed Line
- Mainline
- Main Junction Box
- Secondary Valve Box
- Drip Distribution Line
- Spray Distribution Line
- Spray Head Feed Line
- Irrigation Head
- Convert to drip location
- Irrigation Controller
- Wire

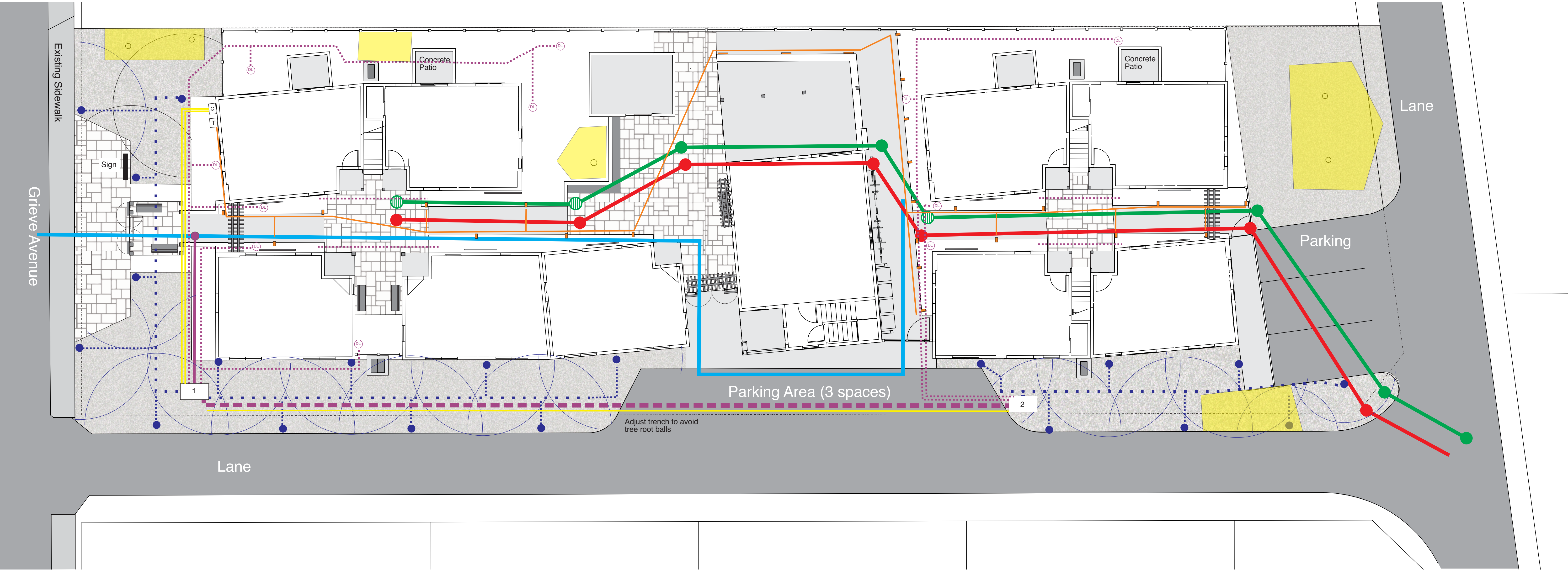
Item	Notes	Quantity
Brass Compression T		1
1" PEX mainline		1
1" PVC mainline		1
- 1" shut off ball valve		1
- Backflow prevention valve		1
- Blowout hose bib		1
- 1" control valves		4
- 3/4" PRV to 40 PSI		2
- Irrigation valve box		1
- 1" control valves		3
- Blowout hose bib		1
- 1" control valves		3
- 3/4" PRV to 40 PSI		2
- Irrigation valve box		1
3/4" PVC		4
1" PVC		3
3/4" PVC or Poly		20
R-van variable head		20
Fittings PVC to Poly drip		10
8 zone controller		1
5 strand wire to each valve box		

Lighting:

Item	Notes	Quantity
Bollard Light	3m spacing	23
Wall Light	3m spacing under cap	3
Transformer	150 watt, 12 volt	1
Wire	Low Voltage, 12 gauge	



Notes:
- All landscape preparation and construction to conform to latest edition of the Canadian Landscape Standard (formerly the BCSLA/BCNTA Landscape Standards)



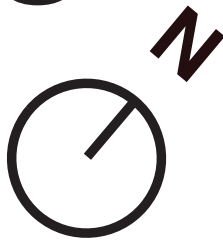
Pathways Landscape Group
845 Evergreen Avenue,
Courtenay, BC
V9N 6Y1

Date: November 16, 2022
Drawn By: DS
Drawing #: 2212
Revision: 01

The Anchorage - Landscape Servicing Plan

Site:
1560 Grieve Ave, Courtenay, BC

Client:
L'Arche CV



L2

Attachment 5 – Below Market Rental Intent Letter

June 21, 2023

Dear Mike:

This letter is to follow up from the phone call that we had on Friday June 9th. The request was to have in writing the purpose of The Anchorage housing and to state the rental policy.

L'Arche Comox Valley is a member of the International Federation of L'Arche Communities. L'Arche's mission is to provide support to people with intellectual disabilities so that they might achieve their full potential and live a full life. This L'Arche Community was founded in 2000.

The Anchorage housing project is a two-phase project of eight suites in both phases. In Phase 1, there will be seven suites available for people with an intellectual disability and one suite above the amenity space for the Good Friend and Neighbour who is there to provide security and support. All the underground work for Phase 2 will be done during the construction of Phase 1.

As with the rents at the IBC Suites, they will be below Comox Valley market rates. Utilities are also included in the rent. The building will be solar ready which over time will have an impact on the cost of utilities.

As stated above, L'Arche Comox Valley has as its sole mission to support people with intellectual disabilities by creating spaces where they can grow, develop relationships and become contributing members of Comox Valley. As long as L'Arche Comox Valley owns the property and based on our best intentions, the only use for this property and these buildings is to provide housing for people with intellectual disabilities along with the support they require.

CLBC (Community Living BC) is the Crown Corporation that provides the funding to support individuals with intellectual disabilities; they support people but they do not provide funding for housing.

Should you have any other questions, Mike, please do not hesitate to contact me.

Sincerely,

Hollee Card

Attachment 6 – Public Engagement Summary

27 June 2023

City of Courtenay
Development Department
830 Cliffe Ave.
Courtenay, BC V9N 2J7

Attn: Mike Grimsrud, Planner II

Dear Mr. Grimsrud,

In response to our call yesterday, please find our public engagement process to date for the redevelopment of the 1560 Grieve Ave. property.

Ongoing Online presentation. The 1560 project has a sub-site on LCV's website (daily hits 200+), and updates on the project are regularly posted to our Facebook (500+ followers) and Instagram sites. LCV also sends out a monthly newsletter to our core supporters (300+) that often feature the project.

Ongoing Site signage. The rezoning signage posted on the front lawn of the property clearly directs those interested to the City's development tracker app, where all relevant information has been uploaded.

8 June 2023 - Open House. This event, held at the *I Belong Centre* (1465 Grieve Ave) was open to the public and widely advertised on social media. Additionally, LCV reached out to strategic partners and public figures. The event was well-attended, and in addition to tours of the building and explanations of what happens there, the 1560 project was prominently displayed with pictures of the building and floor plans. Board and Project Development Team members were on hand, tasked with providing further information and answering questions. All the feedback we received at this event was overwhelmingly positive.

26 August 2022 - Project Information Session. This event was held outside the *I Belong Centre*, and was advertised with flyers to the surrounding neighbourhood using an address list provided by the City. Drawings and plans were on display and many neighbours came by - possibly drawn by the free hotdogs? Architectural Designer John Gower was present, as were all members of the Project Development Team. All the feedback we received at this event was positive.

LCV is also a member of the Coalition to End Homelessness, providing updates as requested to keep the housing/not-for-profit sector informed.

In summation, we have received no negative feedback with regards to the proposed project, and feel that our neighbourhood has been given ample opportunity both to inform themselves and express their concerns, but if you feel additional opportunities should be provided, we will be happy to do so.

Thanks for working with us to realize this vital housing project.

Sincerely,



Hollie Card
Executive Director
L'Arche Comox Valley

Attachment 7 – Public Comment

From: [REDACTED]
Subject: L'Arche Grieve Ave Development
Date: June 27, 2023 at 3:12:54 PM PDT
To: [REDACTED]

To Whom it May Concern,

I am writing in support of the new L'Arche development on Grieve Avenue. My [REDACTED] and I live at 1540 Grieve Avenue and will be the immediate neighbours of the project. We are delighted that L'Arche will be developing the property and look forward to being their neighbours. L'Arche has done a fantastic job in keeping the community in the loop with their plans. We find the design to be thoughtful, intuitive, and we have no concerns at all. We feel like this will be a great benefit to our neighbourhood and look forward to the positive gains it will bring.

Thank you,

[REDACTED]

Attachment 8 – Financial Assistance Request Letter to Council



The Anchorage

L'Arche Comox Valley

October 25, 2023

Dear Mayor and Members of the City Council:

L'Arche Comox Valley's latest project is to build housing for adults with diverse abilities who can live independently with some supports.

In the Comox Valley's housing market, there are increasingly limited housing options for adults with diverse abilities who can live independently. Furthermore, studies show that often paid staff are the only relationships people have outside of family members. L'Arche Comox Valley (LCV) provides support for people to achieve greater independence while being part of the integrated community. LCV also provides a conduit to other parts of society.

Modelled on the successful I Belong Centre Suites (IBC Suites) (LCV owned and operated) project, the Anchorage will provide seven one-bedroom units with full kitchens and in-suite laundry in Phase 1. An additional similar eight one bedroom suites are planned for Phase 2.

A Good Friend & Neighbour living onsite provides oversight for safety and fosters community. An amenity space and a large common patio for larger gatherings further supports the intention of building community.

The breakdown of the units is as follows:

- Phase 1 - seven one bedroom units + one unit for *Good Friend & Neighbour*
- Phase 2 – eight one bedroom units

In Phase 1, five units and four units in Phase 2 units are wheelchair accessible. The average unit size is 500 sq ft/unit.

The cost of \$3.5M (Phase 1) includes site and services preparation for both phases.

To keep the rent comparable and affordable with those at the IBC Suites, the budget has been built on charging rent of \$800 per suite which is considerably below the market value of a one bedroom suite in the Comox ValleyN (\$1,700 and upward). Should this project receive funding through BC Housing's Community Housing Fund, the rents may have to be adjusted

to meet their rent structure requirements. However, people with an intellectual disability have limited financial resources so the rents need to be affordable. There will need to be a discussion with BC Housing as to the viability of charging market rents for some of the suites. Utilities are included as part of the rent.

The more options, the better! LCV seeks to expand the housing choices for adults with diverse abilities, particularly those who desire to live independently from family and have the capacity to learn the skills required for living on their own. Successfully managing this transition to independence can have many positive impacts for these individuals as LCV has seen with the tenant population at the IBC Suites.

A home of one's own allows the individual to craft a life of their own. Friends and family can come for dinner, one can choose what and when to eat, lock the door when one wants to be alone, and most importantly, be part of an anchoring neighbourhood where one is recognized and known.

There are currently twenty-seven people who have submitted their name for a suite at The Anchorage. This is before any public announcement.

The presence of a *Good Friend & Neighbour* is the key element to the success of this model of housing. This is a full-time paid role, assumed by an individual who lives on-site, acting as a resource for tenants, working to create a sense of community, supporting individuals to engage with others in activities in the local area, monitoring the flow of life on the property for safety and security concerns and responding to emergencies. The Anchorage is "housing plus": safe, secure, and supported.

Embedded in a small-city neighbourhood made up of single family homes and small-scale apartment complexes, the Anchorage will benefit from the existing neighbourhood identity and ethos. The Anchorage is sited close to schools, churches, bus routes and civic amenities. The walkability score is high! And it will also form part of the LCV 'campus' that includes *Jubilee House*, a L'Arche group home, 3 1/2 blocks south; the *I Belong Centre*, LCV's community hub; and *IBC Suites*, six units of affordable housing, in the same building 1/2 block north.

The Anchorage will be home to individuals who meet the following criteria:

- have an existing funding agreement with CLBC in order to live semi-independently based on an assessment for these skills
- desire to live independently of family, and are supported in their choice by family and friends

- possess, or are able to readily acquire the necessary skills for daily living and are able to live alone safely with some supports. (Assessment tools to evaluate tenant readiness is in development.)
- are able to access transportation
- desire to be part of an intentional community, developing friendships and participating in group activities

L'Arche Comox Valley will provide:

- well-designed, well-constructed housing that is energy efficient and well-maintained
- a safe and secure environment
- rental fees that include all utilities (excluding cable services)
- a *Good Friend & Neighbour*, who is a full-time employee of LCV, resident on site to provide strategic assistance and oversight
- inclusive community, supported by weekly and monthly social events
- engagement with the wider community, its members, activities and networks
- tenancy until such a time as a person is unable to manage the demands of independent living

L'Arche Comox Valley is in full agreement with the goals set out in the Courtenay's Official Community Plan. The vision of the Anchorage and several of those identified in the City's plan align:

- Investing in relationships is at the heart of this project because that is fundamental to how L'Arche operates.
- Housing choices for all is the purpose of this project. As stated earlier, people with intellectual disabilities are an often forgotten group in our society.
- Land is a precious resource. By creating this village setting eighteen people will find a home and their families will be at peace.
- The people who live in The Anchorage will also contribute to a healthier and strong neighbourhood just as those who live at the IBC Suites do today.

L'Arche is a non-profit charity. The 3.5 million dollars to build this project is being raised by community volunteers. We are requesting for a reduction of the DCC fees and financial relief for all off site servicing. Being relieved of the costs of repaving the laneway and sidewalk will help us achieve our financial goal more quickly. The risk is that the cost of these other expenses may jeopardize the project. Given our charitable status and the

challenge of raising the cost of building, we ask that the City exempt us from this work and these expenses.

With the approval of this project, Courtenay displays its commitment to the goal of being a city for everyone.

Respectfully,
Hollie Card, Executive Director
L'Arche Comox Valley
250.334.8320
hollee@larchecomoxvalley.org

larchecomoxvalley.org
LCV Facebook
LCV Instagram

PART 2 – TERMS OF INSTRUMENT

HOUSING AGREEMENT AND COVENANT (Section 483 *Local Government Act* and Section 219 *Land Title Act*)

THIS AGREEMENT made the _____ day of _____, 2023,

BETWEEN:

(the “Owner”)

OF THE FIRST PART

AND:

THE CORPORATION OF THE CITY OF COURTENAY, a
municipal corporation under the *Community Charter* of the
Province of British Columbia, and having its City Offices at 830
Cliffe Avenue, Courtenay, B.C. V9N 2J7

(the “City”)

OF THE SECOND PART

WHEREAS:

- A. Section 483 of the *Local Government Act* permits the City to enter into and note on title to lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units, and rent that may be charged for housing units;
- B. Section 219 of the *Land Title Act* permits the registration of a covenant of a positive or a negative nature in favour of the City in respect of the use of land and construction on land;
- C. The Owner is the owner of the Lands (as hereinafter defined);
- D. The City will consider adoption of Housing Agreement Bylaw No. 3117 authorizing the City to enter into this Agreement on the terms and conditions contained herein; and
- D. The Owner made an application to rezone the Lands from R-2 (Low Density Single Residential Dwelling or Duplex Zone) to CD-38 Comprehensive Development Zone (1560 Grieve Street) to permit the development of 6 buildings consisting of 16 residential dwelling units limited to 15 affordable rental units for adults with intellectual disabilities, 1 shared amenity building with 1 second floor caretaker rental

unit, and accessory buildings and structures which will be constructed in two phases.

- E. The Owner and the City wish to enter into this Agreement (as hereinafter defined) to provide long-term rental housing on the terms and conditions set out in this Agreement,

In consideration of \$10.00 and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by both parties), and in consideration of the promises exchanged below, the Owner and the City covenant and agree pursuant to section 483 of the *Local Government Act* and section 219 of the *Land Title Act* as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions – In this Agreement, the following words have the following meanings:

- (a) **“Affordable Rental Units”** means the fifteen (15) self-contained Dwelling Units within the Development that are to be used and occupied in accordance with Article 2 of this Agreement for a rent charge of not more than the Permitted Rents in accordance with Schedule A of this Agreement;
- (b) **“Agreement”** means this agreement together with all Land Title Office forms, schedules, appendices, attachments and priority agreements attached hereto;
- (c) **“Caretaker Rental Unit”** means one (1) Dwelling Unit to be located on the second storey of the shared amenity building;
- (d) **“Dwelling Unit”** means a residential dwelling unit or units located or to be located on the Lands, and includes, where the context permits, an Affordable Rental Unit and a Caretaker Rental Unit;
- (e) **“Excess Charges”** means any amount of rent charged in respect of a tenancy of an Affordable Rental Unit that is in excess of Permitted Rent, plus any fees or charges of any nature whatsoever that are charged in respect of the tenancy of an Affordable Rental Unit that are not Permitted Tenant Charges, and includes all such amounts charged in respect of any tenancy since the commencement date of the Tenancy Agreement in question, irrespective of when the City renders an invoice in respect of Excess Charges;
- (f) **“Interpretation Act”** means the *Interpretation Act*, RSBC 1996, Chapter 238;
- (g) **“Lands”** means the following lands and premises situate in the City of Courtenay and any part, including a building or a portion of a building, into which said land is Subdivided:

Lot 14, Section 41, Comox District, Plan 9456, PID: 005307422;
- (h) **“Land Title Act”** means the *Land Title Act*, RSBC 1996, Chapter 250;
- (i) **“Local Government Act”** means the *Local Government Act*, RSBC 2015;
- (j) **“LTO”** means the Land Title and Survey Authority of British Columbia or its successor;

- (k) **“Owner”** means the party described on page 1 of this Agreement as the Owner and any subsequent owner of the Lands or of any part into which the Lands are Subdivided, and includes any person who is a registered owner in fee simple of a Dwelling Unit from time to time;
- (l) **“Real Estate Development Marketing Act”** means the *Real Estate Development Marketing Act*, SBC 2004, Chapter 41, together with all amendments thereto and replacements thereof;
- (m) **“Permitted Rent”** means the maximum rent set out in Schedule A of this Agreement in respect of the Affordable Rental Units in question;
- (n) **“Permitted Tenant Charges”** means resident parking, typical monthly insurance premiums for tenant's household contents and third party liability insurance plus an amount equal to the average monthly charge for electricity supplied to all Dwelling Units on the lands by the B.C. Hydro and Power Authority based on electricity consumption over the previous twelve months only, and excludes without limitation any other amounts charged by the Owner from time to time in respect of any laundry, services or programs provided by or on behalf of the Owner and any other permitted charges as set out in section 3.1(c) whether or not such amounts are charged on a monthly or other basis to the Tenants;
- (o) **“Perpetuity”** means until such time as the Development is either lawfully demolished or substantially destroyed and not promptly rebuilt;
- (p) **“Phase 1”** means the first phase of the Development proposed to be constructed in phases, as more particularly set out in the plans attached hereto as Schedule “B”;
- (q) **“Residential Tenancy Act”** means the *Residential Tenancy Act*, SBC 2002, Chapter 78
- (r) **“Rezoning”** means the rezoning of the Lands as described in Recital D;
- (s) **“Strata Property Act”** means the *Strata Property Act*, S.B.C. 1998, Chapter 43;
- (t) **“Subdivide”** means to divide, apportion, consolidate or subdivide the Lands or any building on the Lands, or the ownership or right to possession or occupation of the Lands or any building on the Lands, into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of “cooperative interests” or a “shared interest in land” as defined in the *Real Estate Development Marketing Act*;
- (u) **“Tenancy Agreement”** means a tenancy agreement, lease, license or other agreement granting rights to occupy a Dwelling Unit; and
- (v) **“Tenant”** means an occupant of a Dwelling Unit by way of a Tenancy Agreement.

1.2 Interpretation – In this Agreement:

- (a) wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic, where the contents or parties so require.
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (e) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- (f) the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (g) time is of the essence;
- (h) all provisions are to be interpreted as always speaking;
- (i) reference to a “party” is a reference to a party to this Agreement and to that party’s respective successors, assigns, trustees, administrators and receivers. Wherever the context so requires, reference to a “party” also includes a Tenant, agent, officer and invitee of the party;
- (j) reference to a “day”, “month”, or “year” is a reference to a calendar day, calendar month, calendar or calendar year, as the case may be, unless otherwise expressly provided; and
- (k) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”.

ARTICLE 2 USE AND CONSTRUCTION OF LANDS AND DWELLING UNITS

2.1 Use and Construction of Lands – The Owner covenants and agrees that:

- (a) the Lands will not be developed and no building or structure will be constructed or used on the Lands unless as part of the development, construction, or use of any such building or structure, the Owner also designs and constructs to completion, in accordance with a building permit issued by the City, any development permit issued by the City and, if applicable, any rezoning consideration applicable to the development on the Lands, the Affordable Rental Units, and the Caretaker Rental Unit; and
- (b) notwithstanding that the Owner may be otherwise entitled, the Owner shall not occupy or permit to be occupied any Dwelling Unit on the Lands unless the Owner has:

- (i) constructed the Affordable Rental Units in alignment with Phase 1 and in accordance with this Agreement; and
- (ii) all of the Affordable Rental Units are ready for occupancy in accordance with all applicable laws, regulations and bylaws; and
- (iii) delivered to the Director, Development Services, a final rent roll confirming the rents to be charged to the first occupants of the Phase 1 Affordable Rental Units; and

without limiting the general scope of section 6.4 and 6.5, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this section 2.1.

2.2 Use of Affordable Rental Units – The Owner agrees covenants and agrees that the following apply in respect of those who occupy an Affordable Rental Unit:

- (a) in Perpetuity following the occupancy of the building, Tenants of the Affordable Rental Units must not be charge rent in excess of the Permitted Rent, excluding Permitted Tenant Charges.

2.3 Operation of Dwelling Units – The Owner agrees to operate the Dwelling Units only as rental units subject to the *Residential Tenancy Act*.

2.4 Short-term Rentals Prohibited – The Owner agrees that no Dwelling Unit may be rented to any Household for a term of less than one (1) year.

2.5 No Subdivision to Allow Separate Sale – The Owner must not without the prior approval of the City Council, Subdivide the Lands or stratify a building containing a Dwelling Unit or transfer an interest in land to a Dwelling Unit to a person. Without limitation, the Owner acknowledges that the City will not support applications for stratification or Subdivision of any buildings on the Lands in any manner that would allow the Dwelling Units to be sold independently of each other.

2.6 City Authorized to Make Inquiries – The Owner hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.

2.7 Expiry of Housing Agreement – Upon expiry, the Owner may provide to the City a discharge of this Agreement, which the City shall execute and return to the Owner for filing in the Land Title Office.

ARTICLE 3 OCCUPANCY OF AFFORDABLE RENTAL UNITS

3.1 Occupancy of Affordable Rental Units – The Owner must not rent, lease, license or otherwise permit any use or occupancy of any Affordable Rental Unit except in accordance with the following additional conditions:

- (a) the Affordable Rental Unit will be used or occupied only pursuant to a Tenancy Agreement;
- (b) the monthly rent payable by a Tenant for the right to occupy a Affordable Rental Unit must not exceed the Permitted Rent;
- (c) the Owner will not require the Tenant or any permitted occupant to pay any extra charges or fees for use of any facilities or amenities, or for sanitary sewer, storm sewer, water, other utilities, or property or similar tax;
- (d) the Owner will attach a copy of this Agreement to every Tenancy Agreement;
- (e) the Owner will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Affordable Rental Unit to comply with this Agreement;
- (f) the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement if:
 - (i) an Affordable Rental Unit is occupied by a person or persons other than the Tenant;
 - (ii) the Affordable Rental Unit is occupied by more than the number of people the City's building inspector determines can reside in the Affordable Rental Unit given the number and size of bedrooms in the Affordable Rental Unit and in light of any relevant standards set by the City in any bylaws of the City;
 - (iii) the Affordable Rental Unit remains vacant for three (3) consecutive months or longer, notwithstanding the timely payment of rent;
 - (iv) the Tenant fails to pay rent when due in accordance with the Tenancy Agreement and the *Residential Tenancy Act*; and/or
 - (v) the Landlord is entitled, for any reason, to terminate the Tenancy Agreement in accordance with the Tenancy Agreement and the *Residential Tenancy Act*,

and in the case of each breach, the Owner hereby agrees with the City to forthwith provide to the Tenant a notice of termination. The notice of termination shall provide that the termination of the tenancy shall be effective thirty (30) days following the date of the notice of termination;
- (g) the Tenancy Agreement will identify all occupants of the Affordable Rental Unit and will stipulate that anyone not identified in the Tenancy Agreement will be prohibited from residing at the Affordable Rental Unit for more than thirty (30) consecutive days or more than forty-five (45) days total in any calendar year; and
- (h) the Owner will forthwith deliver a certified true copy of the Tenancy Agreement to the City upon demand subject to the *Residential Tenancy Act*.

3.2 Tenant to Vacate Rental Unit Upon Termination – If the Owner has terminated the

Tenancy Agreement, then the Owner shall use best efforts to cause the Tenant and all other persons that may be in occupation of the Affordable Rental Unit to vacate the Affordable Rental Unit on or before the effective date of termination subject to the *Residential Tenancy Act*.

- 3.3 No Separate Sale** – The Owner covenants with the City that the Owner will not sell or transfer, or agree to sell or transfer, any interest in any building on the Lands containing an Affordable Rental Unit other than a full interest in the title to all Dwellings Units, and to a person that will continue to ensure that all Affordable Rental Units are available for rental in accordance with this Agreement.
- 3.4 Rental Tenure** – Rental tenure in accordance with this Agreement will be guaranteed in Perpetuity for the Affordable Rental Units.

ARTICLE 4 DEMOLITION OF DWELLING UNIT

- 4.1 Demolition** – The Owner will not demolish a Dwelling Unit unless:
- (a) the Owner has obtained the written opinion of a professional engineer or architect who is at arm's length to the Owner that it is no longer reasonable or practical to repair or replace any structural component of the Dwelling Unit, and the Owner has delivered to the City a copy of the engineer's or architect's report; or
 - (b) the Dwelling Unit is damaged or destroyed, to the extent of 40% or more of its value above its foundations, as determined by the City, in its sole discretion,
- and, in each case, a demolition permit for the Dwelling Unit has been issued by the City and the Dwelling Unit has been demolished under that permit.

ARTICLE 5 DEFAULT AND REMEDIES

- 5.1 Payment of Excess Charges** – The Owner agrees that, in addition to any other remedies available to the City under this Agreement or at law or in equity, if a Dwelling Unit is used or occupied in breach of this Agreement, if an Dwelling Unit is rented at a rate in excess of the Permitted Rent or the Owner imposes in respect of any tenancy of a Dwelling Unit any fee or charge of whatsoever nature other than Permitted Tenant Charges, the Owner will pay the Excess Charges to the City. The Excess Charges are due and payable five (5) business days following receipt by the Owner of an invoice from the City for the same.
- 5.2 Payment of Daily Amount** – The Owner agrees that, in addition to any other remedies available to the City under this Agreement or at law or in equity, if a Dwelling Unit is used or occupied in breach of this Agreement, or the Owner is otherwise in breach of any of its obligations under this Agreement, the Owner will pay the Daily Amount to the City for every day that the breach continues after forty-five (45) days' written notice from the City to the Owner stating the particulars of the breach. The Daily

Amount is due and payable five (5) business days following receipt by the Owner of an invoice from the City for the same.

- 5.3 Rent Charge** – The Owner hereby grants to the City a perpetual rent charge against the Lands securing payment by the Owner to the City of any amount payable by the Owner pursuant to section 5.2 of this Agreement. The Owner agrees that the City, at its option, may enforce payment of such outstanding amount in a court of competent jurisdiction as a contract debt, by an action for and order for sale, by proceedings for the appointment of a receiver, or in any other method available to the City at law or in equity. This rent charge is created both under section 219(6)(b) of the *Land Title Act* as an integral part of the statutory covenant created by this Agreement and as a fee simple rent charge at common law. Enforcement of this rent charge by the City does not limit, or prevent the City from enforcing, any other remedy or right the City may have again the Owner.

ARTICLE 6 MISCELLANEOUS

- 6.1 Housing Agreement** – The Owner acknowledges and agrees that:
- (a) this Agreement includes a housing agreement entered into under section 483 of the *Local Government Act* and a covenant under section 219 of the *Land Title Act*;
 - (b) the Owner will, at its sole cost register, this Agreement in the LTO as a Covenant pursuant to section 219 of the *Land Title Act* and the City will cause to registered a notice pursuant to section 483 of the *Local Government Act* against the title to the Lands.
- 6.2 Modification** – this Agreement may be modified or amended from time to time, by consent of the Owner and a bylaw duly passed by the Council of the City and thereafter if it is signed by the City and the Owner.
- 6.3 Management** – The Owner covenants and agrees that it will furnish good and efficient management of the Dwelling Units, that all Dwelling Units will be managed by the same manager and that the Owner will permit representatives of the City to inspect the Dwelling Units at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Dwelling Units in a good state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands. Notwithstanding the foregoing, the Owner acknowledges and agrees that the City, acting reasonably, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Dwelling Units.
- 6.4 Indemnity** – The Owner will indemnify and save harmless the City and each of its elected officials, officers, directors, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs and liabilities, which all or any of them

will or may be liable for or suffer or incur or be put to by reason of or arising out of:

- (a) any negligent act or omission of the Owner, or its officers, directors, agents, contractors or other persons for whom at law the Owner is responsible relating to this Agreement;
- (b) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Dwelling Unit or the enforcement of any Tenancy Agreement; or
- (c) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.

6.5 Release – The Owner hereby releases and forever discharges the City and each of its elected officials, officers, directors, and agents, and its and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of or which would or could not occur but for the:

- (a) construction, maintenance, repair, ownership, lease, license, operation or management of the Lands or any Dwelling Unit under this Agreement; or
- (b) the exercise by the City of any of its rights under this Agreement.

6.6 Survival – The indemnity and release set out in this Agreement will survive termination or discharge of this Agreement.

6.7 Priority – The Owner will do everything necessary, at the Owner's expense, to ensure that this Agreement will be noted and registered against title to the Lands in priority to all financial charges and financial encumbrances which may have been registered or are pending registration against title to the Lands save and except those specifically approved in advance in writing by the City or in favour of the City, and that a notice under section 483(5) of the *Local Government Act* will be filed on the title to the Lands.

6.8 City's Powers Unaffected – This Agreement does not:

- (a) affect, fetter or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of the Lands;
- (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
- (c) affect or limit any enactment relating to the use or subdivision of the Lands; or
- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Lands.

6.9 Agreement for Benefit of City Only – The Owner and the City agree that:

- (a) this Agreement is entered into only for the benefit of the City;
- (b) this Agreement is not intended to protect the interests of the Owner, any Tenant, or any future owner, lessee, occupier or user of the Lands or the building or any portion thereof, including any Dwelling Unit; and
- (c) the City may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.

6.10 No Public Law Duty – Where the City is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Owner agrees that the City is under no public law duty of fairness or natural justice in that regard and agrees that the City may do any of those things in the same manner as if it were a private party and not a public body.

6.11 Notice – Any notice required to be served or given to a party herein pursuant to this Agreement will be sufficiently served or given if delivered, to the postal address of the Owner set out in the records at the LTO, and in the case of the City addressed to:

City of Courtenay
830 Cliffe Avenue, Courtenay, B.C. V9N 2J7
Attention: Director of Development Services

or to the most recent postal address provided in a written notice given by each of the parties to the other. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery.

6.12 Enuring Effect – This Agreement will extend to and be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

6.13 Severability – If any provision of this Agreement is found to be invalid or unenforceable, such provision or any part thereof will be severed from this Agreement and the resultant remainder of this Agreement will remain in full force and effect.

6.14 Waiver – All remedies of the City will be cumulative and may be exercised by the City in any order or concurrently in case of any breach and each remedy may be exercised any number of times with respect to each breach. Waiver of or delay in the City exercising any or all remedies will not prevent the later exercise of any remedy for the same breach or any similar or different breach.

6.15 Whole Agreement – This Agreement, and any documents signed by the Owner contemplated by this Agreement, represent the whole agreement between the City and the Owner respecting the use and occupation of the Dwelling Unit, and there are no warranties, representations, conditions or collateral agreements made by the City except as set forth in or contemplated by this Agreement.

- 6.16 Further Assurance** – Upon request by the City the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the City to give effect to this Agreement.
- 6.17 Agreement Runs with Lands** – This Agreement burdens and runs with the Lands and every parcel into which it is Subdivided in perpetuity. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its personal administrators, successors and assigns, and all persons who after the date of this Agreement acquire an interest in the Lands.
- 6.18 Equitable Remedies** – The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for any breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.
- 6.19 No Joint Venture** – Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the City or give the Owner any authority to bind the City in any way.
- 6.20 Applicable Law** – The laws of British Columbia (including, without limitation, the *Residential Tenancy Act*) will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia.
- 6.21 Deed and Contract** – By executing and delivering this Agreement the Owner intends to create both a contract and a deed executed and delivered under seal.
- 6.22 Joint and Several** – If the Owner is comprised of more than one person, firm or body corporate, then the covenants, agreements and obligations of the Owner shall be joint and several.
- 6.23 Limitation on Owner's Obligations** – The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands provided however that notwithstanding that the Owner is no longer the registered owner of the Lands, the Owner will remain liable for breaches of this Agreement that occurred while the Owner was the registered owner of the Lands.

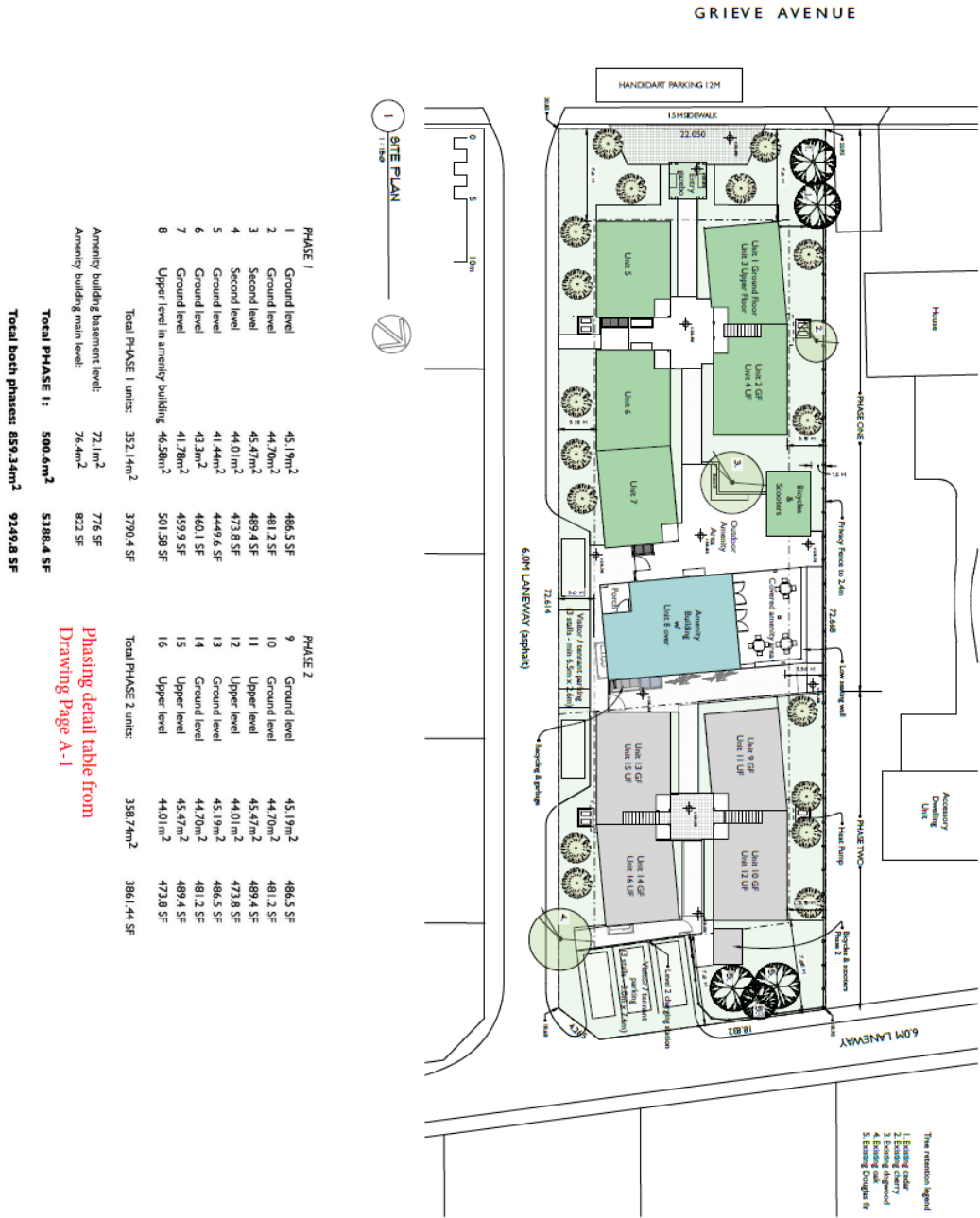
IN WITNESS WHEREOF the parties hereto have executed this Agreement on the *Land Title Act* Form C and D which is attached to and forms part of this Agreement.

Schedule A

PERMITTED RENT

“Dwelling Units”		
Unit Type	Affordable Rental Unit	Caretaker Rental Unit
Base Rent in perpetuity following the occupancy of the building	30% below the Market Rate for the Courtenay (CY) Census Subdivision (CSD) as determined by Canadian Mortgage and Housing Corporation (CMHC) from time to time.	No maximum.

Schedule B
Site and Phase Plans



NOTES AND GENERAL CONDITIONS: CONSULT THE ARCHITECT FOR A COMPLETE LIST OF CONDITIONS AND SPECIFICATIONS. ALL WORK SHALL BE IN ACCORDANCE WITH THE BC BUILDING ACT AND REGULATIONS. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY OTHER PROFESSIONALS. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY OTHER PROFESSIONALS.

L'Arche Comox Valley "The Anchorage"
1560 Grieve Avenue, Courtenay BC

ARCHITECT: JOHN GROWER DESIGN
1000 10th Street, Courtenay BC
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john grower design

SCALE: AS NOTED
START DATE: 2022
DRAWN: JGO
CHECKED: JGO
DATE: June 21, 2023
REFERENCE: REDDING & SP

DRAWING NUMBER
A-4