

- F. The amenities to be provided by the Owner to the Town pursuant to the Phased Development Agreement, include, but are not limited to,
  - 1) a cash payment of \$9,000.00 as a contribution to the Town’s Affordable Housing Fund;
  - 2) certification that the residential buildings on the Lands are built to the Built Green Platinum standard for single-family construction;
  - 3) confirmation that the commercial buildings on the Lands are built to a standard equivalent to the LEED Certified Standard;
  - 4) confirmation that at least one single-family residential building will be constructed on the Lands, or any future subdivision of the Lands, in accordance with the Town of Comox’s Bylaw No. 1377 Section 5.18 Special Needs Housing Standards- Adaptable Housing; and;
  - 5) a bus shelter on Guthrie Road adjacent to the Lands;
  - 6) on-street parking and road improvements on McDonald Road; and
  - 7) bicycle lane improvements;
- G. Section 219 of the *Land Title Act* of British Columbia permits the registration of a covenant of a negative or positive nature in favour of a municipality, in respect of the use of land, the building on land, the subdivision of land and the preservation of land or a specified amenity on the land;
- H. The Owner wishes to grant and the Town wishes to accept this Covenant over the Lands restricting the development of the Lands in the manner specified;

**NOW THEREFORE** in consideration of the Town entering into the Phased Development Agreement, the premises and the covenants herein contained, the payment of the sum of One (\$1.00) Dollar paid by the Town to the Owner, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, pursuant to section 219 of the *Land Title Act*, the Owner and the Town covenant and agree as follows:

**Definition of Amenities**

- 1. In this Covenant, the term “Amenities” refers to each and all of the following:
  - (a) within 30 days of the adoption by Council of the Zoning Amendment Bylaw, and prior to any application being made for a Building Permit on the Lands, paying to the Town by certified cheque or bank draft the sum of \$9,000.00 as a contribution to the Town’s Affordable Housing Fund;

- (b) prior to applying for an occupancy permit in respect of the residential buildings on the Lands, ensuring that the residential buildings on the Lands are constructed in accordance with, and meet or exceed the performance requirements of, the 'Built Green Platinum' building standard for new homes owned by the Built Green Society of Canada and administered by the British Columbia branch of the Canadian Homes Builders' Association ("Built Green Platinum"), and the Owner must make its best efforts to achieve Built Green Platinum certification for the residential building on the Lands to the Built Green Platinum standard in effect as at the date of the Phased Development Agreement for the residential building;
- (c) prior to applying for an occupancy permit in respect of any commercial buildings on the Lands, ensuring that the commercial buildings on the Lands are constructed in a manner that is equivalent to or exceeds the 'LEED Certified' building standard set by the Canada Green Building Council in effect as at the date of the Phased Development Agreement, exclusive of any performance requirements of that standard ("LEED Certified");
- (d) prior to issuance of an occupancy permit in respect of the commercial building on the Lands, obtaining written confirmation from Eric Ching, BS Arch, CSBA, or an alternate professional acceptable to the Town, that the commercial building on the Lands will meet or exceed the LEED Certified standard of construction in effect as at the date of the Phase Development Agreement, exclusive of any performance requirements of that standard, and provide that written confirmation to the Town;
- (e) prior to issuance of an occupancy permit in respect of any commercial building on the Lands, ensuring the installation of a bus shelter on Guthrie Road adjacent to the Lands at a location and to specifications acceptable to the Municipal Engineer;
- (f) prior to the issuance of an occupancy permit in respect of any commercial building on the Lands, providing a 1.76 meter wide dedication of the Lands along McDonald Road for road widening; construction of on-street parking and a 1.5 m wide bicycle lane on McDonald Road adjacent to the Lands; and construction of sidewalk, curb, and gutter on McDonald Road adjacent to the Lands in a manner acceptable to the Municipal Engineer;
- (g) upon construction of any vehicular access to the Lands from Guthrie Road or McDonald Road, provide conflict zone green pavement markings within the bicycle lanes adjacent to the Lands in a manner acceptable to the Municipal Engineer; and
- (h) prior to applying for an occupancy permit in respect of any residential building on the Lands, ensure a minimum of one single-family residential building is built

on the Lands in accordance with the Town of Comox's Bylaw No. 1377 Section 5.18 Special Needs Housing Standards- Adaptable Housing.

**Acknowledgement by Owner**

- 2. The Owner covenants and agrees with the Town that the Lands shall not be constructed or built upon, or occupied unless
  - (a) the Owner's construction of the development is in strict accordance with the requirements and timelines listed as Amenities in section 1(a) above; and
  - (b) the Owner's obligations under the Phased Development Agreement have been met.
- 3. The Owner acknowledges and agrees that if the Amenities are not provided to the Town, as required by the Phased Development Agreement, it is fair and reasonable that further construction on the Lands should cease, even if the Zoning Bylaw should still permit the Owner's proposed development, or if the Zoning Bylaw has been amended to no longer permit the Owner's proposed development, even though the Owner may have non-conformity protection under section 911 of the *Local Government Act*.

**Restriction on Use of Lands**

- 4. The Owner agrees that:
  - (a) if the Phased Development Agreement expires or is terminated for default on the part of the Owner, and all the Amenities to be provided to the Town under the Phased Development Agreement have not been completely provided as required by the Phased Development Agreement, or secured to the satisfaction of the Town; or
  - (b) even if the Phased Development Agreement is still in force, but if the Town delivers a notice to the Owner of a default under the Phased Development,

then notwithstanding the zoning applicable to the Lands and notwithstanding any commitment to use or other protection the Owner may enjoy under section 911 of the *Local Government Act* (or its successor section), the Owner shall not apply for or be entitled to any further building permit and the Owner shall not construct any further building, structure or improvement on the Lands unless a building permit for that construction was issued before the time of the expiry or termination of the Phased Development Agreement or before the time of the Owner's receipt of notice of default from the Town.

**Notice of Cure of Default**

5. If the Town delivers a notice of default to the Owner under section 4(b), then when the default of the Owner has been cured to the satisfaction of the Town or the Town is otherwise satisfied, the Town may deliver a notice to the Owner that development on the Lands is again permitted under this Covenant.

**Continuing Effect of This Covenant**

6. The Owner agrees that although this Covenant is being granted to the Town at the same time as the Phased Development Agreement, this Covenant is not included in the Phased Development Agreement nor is any part of it, and any expiry, earlier termination or discharge (in whole or in part) of the Phased Development Agreement does not entitle the Owner to a discharge or modification of this Covenant.
7. The Owner further agrees that this Covenant applies and may have the effect of prohibiting development on the Lands even though the Phased Development Agreement may continue in force.

**Discharge of This Covenant**

8. The Town agrees that as the Lands are developed and as Amenities are provided in compliance with the Phased Development Agreement, the Town will, at the request and cost of the Owner, progressively discharge this Covenant from parts of the Lands.

**Legal Advice**

9. The Owner represents and warrants to the Town that it has voluntarily entered into this Covenant, with full understanding of its effects, and after receipt of legal advice.

**Investigation by the Town**

10. The Owner hereby irrevocably authorizes the Town to make such inquiries as it considers necessary and reasonable in order to confirm that the Owner is complying with this Covenant, and irrevocably authorizes and directs the recipient of any request for information from the Town to provide such information to the Town.

**Priority**

11. The Owner shall do everything necessary, at the Owner's expense, to ensure that this Covenant is registered against title to the Lands in priority to all charges and encumbrances which may have been registered or have pending registration against title to the Lands save and except those specifically approved in writing by the Town or in favour of the Town.

**Time of Essence**

- 12. Time is of the essence in this Covenant.

**Compliance with Bylaws**

- 13. Except to the extent that the Owner has immunity under the Phased Development Agreement, the Owner shall subdivide, use and develop the Lands in compliance with all applicable statutes, regulations, laws and bylaws and the acceptance of this Covenant by the Town does not relieve the Owner from obtaining permits or otherwise complying with bylaws of the Town and requirements of its Approving Officer.

**Waiver and Release**

- 14. The Owner agrees to waive and release any claims or demands which it may at any time have against the Town for any loss or damage which the Owner may suffer by reason of the Owner not being entitled to develop, occupy or use the Lands because of the existence of or compliance with this Covenant.

**Joint and Several**

- 15. If at any time more than one person (as defined in the *Interpretation Act* (British Columbia)) should be the owner of the Lands, both or all are jointly and severally responsible for obligations of the Owner under this Covenant.

**Notice**

- 16. Any notice which may be given under this Covenant must be in writing and may be delivered by hand, delivered by registered mail (except during an event of postal dispute) or sent by facsimile transmission:

to the Town:

1809 Beaufort Avenue  
Comox, B.C. V9M 1R9

Fax Number: (250) 339-7110

to the Owner:

#1- 7045 Field Street  
Powell River, BC V8A 0A1  
Attn: President

Fax Number: (604) 485-6241

or to such other address for the Owner as shown at the applicable time on the title to the Land or to such other address or facsimile number of which notice has been given as provided in this section.

Any notice that is delivered by hand is to be considered given on the day it is delivered, any notice delivered by facsimile transmission is to be considered given on the day it is sent, and any notice sent by mail is to be considered given three business days after mailing.

#### Indemnity

17. The Owner agrees to indemnify and save harmless the Town and its officers, employees and agents from and against all loss, damage, cost, actions, suits, debts, expenses and harm of any kind whatsoever which the Town may at any time suffer or incur arising out of or related to this Covenant or any breach of it.

#### Costs

18. The Owner shall comply with all the requirements of this Covenant at its own cost and expense.

#### Severance

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

#### Runs With Lands

20. The agreements in this Covenant shall charge the Lands pursuant to section 219 of the *Land Title Act* and shall be covenants the burden of which shall run with the Lands and bind the Lands and every part or parts of it. The covenants shall not terminate if and when a purchaser becomes the owner in fee simple of the Lands, but shall charge the whole of the interest of such purchaser and shall continue to run with the Lands and bind the Lands and all future owners of the Lands and any portion of it.

#### Interpretation

21. Wherever the singular or masculine or neuter is used in this Covenant, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties so require.

#### Further Assurances

22. The parties shall execute and do all such further deeds, acts, things, and assurances as may be required to carry out the intent of this Covenant.

**Powers Preserved**

23. Except to the extent that the Owner has immunity under the Phased Development Agreement, nothing contained or implied in this Covenant shall prejudice or affect the rights and powers of the Town pursuant to the *Local Government Act* or *Community Charter* or its other public and private statutes, bylaws, orders and regulations to the extent applicable to the Lands, all of which may be fully and effectively exercised in relation to the Lands as if this Covenant had not been executed and delivered by the Owner.

**Enurement**

24. This Covenant shall enure to the benefit of and be binding on the parties hereto and their respective successors, heirs, executors, administrators, and personal representatives.

**No Public Law Duty**

25. Wherever in this Covenant the Town is required or entitled to exercise any discretion in the granting of consent or approval, or is entitled to make any determination, take any action or exercise any contractual right or remedy, the Town may do so in accordance with the provisions of this Covenant and no public law duty, whether arising from the principles of procedural fairness or the rules of natural justice, will have any application.

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

END OF DOCUMENT

LAND TITLE ACT  
FORM C (Section 233) CHARGE  
GENERAL INSTRUMENT - PART 1 Province of British Columbia

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

Digitally signed by Robert Douglas Villani IGW3RE  
DN: c=CA, cn=Robert Douglas Villani IGW3RE, o=Lawyer, ou=Verify ID at www.juricert.com/LKUP.cfm?rd=IGW3RE  
Date: 2015.12.07 13:56:33 -08'00'

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)  
Villani & Company, Barristers & Solicitors

#103 - 7020 Duncan Street

604-485-6188

File No. 16110

Powell River

BC V8A 1V9

Document Fees: \$143.16

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

NO PID NMBR LOT 7 DISTRICT LOT 170 COMOX DISTRICT PLAN EPP24381

STC? YES

Related Plan Number: EPP24381

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Statutory Right of Way  
Covenant

over part in bold on Plan EPP24382

4. TERMS: Part 2 of this instrument consists of (select one only)

(a)  Filed Standard Charge Terms D.F. No.

(b)  Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

2310 GUTHRIE DEVELOPMENT CORP., INC. NO. BC0920625

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

TOWN OF COMOX

1809 BEAUFORT AVENUE

COMOX

BRITISH COLUMBIA

V9M 1R9

CANADA

7. ADDITIONAL OR MODIFIED TERMS:

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

Robert D. Villani

Barrister & Solicitor

103 - 7020 Duncan Street

Powell River BC V8A 1V9

Execution Date

Y	M	D
15	11	25

Transferor(s) Signature(s)

2310 Guthrie Development Corp.,  
by its authorized signatories:

Jim Agius

Dan Agius

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.



TERMS OF INSTRUMENT – PART 2  
STATUTORY RIGHT OF WAY

THIS AGREEMENT dated for reference the 5<sup>th</sup> day of November, 2015 is

BETWEEN:

2310 GUTHRIE DEVELOPMENT CORP.  
Inc. No. BC0920625  
#1 – 7045 Field Street  
Powell River, BC V8A 0A1

(the "Grantor")

AND:

TOWN OF COMOX  
1809 Beaufort Avenue  
Comox, BC V9M 1R9

(the "Town")

GIVEN THAT:

- A. The Grantor is the registered owner in fee simple of that parcel of land in Comox, British Columbia which is legally described as:

NO PID  
Lot 7 District Lot 170 Comox District Plan EPP24381

(the "Lands");

- B. Section 218 of the *Land Title Act*, R.S.B.C. 1996, c. 250 enables the Grantor to grant in favour of the Town an easement without a dominant tenement to be known as a statutory right of way;

- C. The Grantor wishes to grant and the Town wishes to accept a statutory right of way over the Lands for the provision of a public access pedestrian trail;

- D. The Grantor agrees on the terms and conditions herein set forth to grant to the Town a statutory right of way over that 213.1 square metre portion of the Lands shown outlined by bold lines (the "Right-of-Way Area") on:

Explanatory/Reference Plan of Statutory Right of Way registered in the Land Title Office under number EPP24382 (the "Reference Plan"), a reduced copy of which is attached hereto as Schedule "A";

- E. This Statutory Right of Way is necessary for the operation and maintenance of the Town's undertaking; and
- F. Section 219 of the *Land Title Act* provides, inter alia, that there may be registered as a charge against the title to land a covenant, whether of a negative or positive nature, in respect of the use of the land or the use of a building to be erected on land, in favour of a Municipality or the Crown.

NOW THEREFORE this Agreement witnesses that in consideration of the premises and of the mutual promises and undertakings herein contained and the sum of one dollar (\$1.00) now paid by the Town to the Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Grantor, the parties hereto agree pursuant to section 218 of the *Land Title Act* as follows:

1. The Grantor does hereby grant and convey in perpetuity and at all times unto the Town, by its officers, employees, contractors and agents, the full, free and uninterrupted right, license, liberty, privilege, easement and right of way (the "Statutory Right of Way") in common with the Grantor and its servants, employees, agents and licensees, and any other person to whom the Grantor has granted rights to use the Right-of-Way Area:
  - (a) to permit the public (without the need for any express invitation) to have recreational use of the Right-of-Way Area by foot, by bicycle, motorized scooter and other means of conveyance but not by motor vehicles (the "Trail"); and
  - (b) to enter, use, labour, go, return, pass and repass along, over, under and upon the Right-of-Way Area, if the Grantor fails to construct or maintain the Right-of-Way Area under section 3, for the purpose of maintaining, repairing, constructing, expanding, altering and replacing pedestrian trails or non-motor vehicle lanes within and along the Right-of-Way Area for which purposes the Town may bring motor vehicles, equipment and machinery onto the Right-of-Way Area;
  - (c) to do all acts which in the opinion of the Town are necessary and incidental to the Statutory Right of Way herein granted.
2. The Grantor covenants and agrees with the Town that:
  - (a) the Town shall and may peaceably hold and enjoy the Statutory Right of Way hereby granted without hindrance, molestation or interruption on the part of the Grantor or of any person, firm or corporation claiming by, through, under or in trust for the Grantor;
  - (b) the Grantor will not make, place, erect or maintain on, over or under the Right-of-Way Area any building, structure, foundation or obstruction which may in the

reasonable opinion of the Town interfere with the Right-of-Way Area, the use by the public of the Trail or the rights herein granted; and

- (c) the Grantor will not do or permit to be done any act or thing, which in the reasonable opinion of the Town, might interfere with the use of the Right-of-Way Area or the use by the public of the Trail in the manner set out herein.
3. The Grantor covenants and agrees, pursuant to Section 219 of the *Land Title Act* of British Columbia, that notwithstanding the grant to the Town of a right to construct, maintain and undertake work on the Trail or other work on the Right-of-Way Area, the Grantor shall:
- (a) prior to the issuance of any occupancy permit for any commercial building on the Lands, construct the Trail to the standards as determined by, and to the satisfaction of the Town;
  - (b) maintain, repair, clean, protect and service as necessary to maintain the portion of the Trail within the Right-of-Way Area in substantially the same condition as at the time of construction, subject to normal wear and tear, and as necessary for the intended use of the Right-of-Way Area as a public access pedestrian trail through, within, or adjacent to a developed area, including but not limited to:
    - (i) maintenance and repair of the trail surface and any gravel shoulders;
    - (ii) maintenance and repair of ditches, culverts, catch basins and associated drainage works;
    - (iii) removal of snow, ice, gravel, garbage and other noxious debris from the Right-of-Way Area.

If the Grantor fails or neglects to adequately repair, maintain, clean, protect, and otherwise service the Trail within a period of sixty (60) days following the Town's written notification to the Grantor to do so, (or such longer period as may be reasonably required to complete such maintenance, repair, cleaning, protection or other servicing), the Town may, but shall in no way be obligated to, carry out the maintenance, repair, cleaning, protection or other servicing at the cost of the Grantor and the Grantor shall repay to the Town all reasonable costs incurred by the Town in connection with such maintenance, repair, cleaning, protection or other servicing forthwith upon receipt of the Town's bill for same. It is understood that the Town may do such work either by itself or by contractors employed by the Town and may use such equipment and machinery as it deems necessary and that, in the event that the Town's bill for the cost of the maintenance, repair, cleaning, protection or other servicing remains unpaid for a period of ninety (90) days from the date it is delivered to the Grantor, the Town shall be authorized to recover the cost of such maintenance, repair, cleaning, protection or other servicing, with interest at the rate of six (6%) percent per

annum, compounded semi-annually from the date of issuance of the bill, from the Lands in the same manner as municipal taxes.

4. It is mutually agreed and declared by and between the parties hereto:
  - (a) that this grant of Statutory Right-of-Way to the Town does not in any way require the Town to construct, maintain, replace, repair, clean or clear the Trail or any other work along, over under or upon the Right-of-Way Area;
  - (b) that notwithstanding the grant to the Town of a right to construct the Trail on the Right-of-Way Area, the Town has no obligation under this Agreement to do so;
  - (c) that pursuant to section 218 of the *Land Title Act* this Statutory Right of Way and the rights hereby granted are and shall run with the Lands and that no part of the fee of the soil thereof shall pass to or be vested in the Town by this agreement;
  - (d) this Agreement, including all the covenants and conditions herein contained, shall extend to and be binding upon and enure to the benefit of the parties and their heirs, executors, administrators, personal representatives, licensees and successors;
  - (e) wherever the singular or masculine are used in this Statutory Right of Way they shall be construed as meaning the plural or feminine or body corporate or politic where the context or the parties so require;
  - (f) the Town may withhold occupancy permits as necessary to ensure compliance with the covenants in this Agreement, and that the issuance of an occupancy permit does not act as a representation or warranty by the Town that the covenants in this Agreement have been satisfied; and
  - (g) if any section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion will be severed and the decision that it is invalid will not affect the validity of the remainder of the Agreement.
5. Nothing contained or implied herein shall prejudice or affect the Town's rights and powers in the exercise of its functions pursuant to the *Local Government Act*, or the or the *Community Charter* or its rights and powers under all of its public and private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Grantor.
6. The Grantor indemnifies, saves harmless, releases and forever discharges the Town and its elected officials, officers, employees and agents from and against all manner of

actions, causes of action, claims, debts, suits, demands and promises whatsoever at law or at equity, whether known or unknown, which the Grantor or any other person now has or may at any time have by reason of the granting or existence of the Statutory Right of Way or the use of the Right-of-Way Area or the Trail or any breach or default by the Grantor under this Agreement or any wrongful act, omissions or negligence of the Grantor or those for whom it is responsible in relation to the Trail.

7. Notwithstanding anything contained in this Agreement, the Town reserves all rights and powers of expropriation otherwise enjoyed by the Town.
8. Waiver of any default by either party shall not be deemed to be a waiver of any subsequent default by that party.
9. Whenever it is required or desired that either party will deliver or serve a notice on the other, delivery or service will be deemed to be satisfactory if and deemed to have occurred when:
  - (a) the Municipal Planner or a director of the Grantor has been served personally, on the date of service;
  - (b) the Municipal Planner or a director of the Grantor has received facsimile transmission, on the date of service; or
  - (c) mailed by prepaid registered mail, on the date received or on the sixth day after receipt of mailing by any Canada Post office, whichever is the earlier, so long as the notice is mailed to the party at the address provided in this Agreement or to whatever address the party may from time to time provide to the other party.
10. Any opinion which the Town is entitled by virtue of this Agreement to form may be formed on behalf of the Town by the Municipal Planner in which event the opinion of the Municipal Planner shall be deemed to be the opinion of the Town for the purposes of this Agreement.
11. Notwithstanding anything contained in this Agreement, neither the Grantor named herein nor any future Grantor of the Lands or any portion of the Lands will be liable under any of the covenants and agreements contained herein where such liability arises by reason of an act or omission occurring after the Grantor named herein or any future Grantor ceases to have a further interest in the Lands.
12. Wherever this Agreement creates a power or obligation of the Town to make a decision or to exercise any contractual right or remedy, the Town may do so in accordance with the provisions of this Agreement and no public law duty, whether arising from the principles of procedural fairness or the rules of natural justice, will have any application.

IN WITNESS WHEREOF the parties acknowledge that this Agreement has been duly executed and delivered by the parties executing Part 1 of Form C attached to and forming part of this Agreement.

STATUTORY RIGHT OF WAY PLAN OVER  
PART OF LOT 7, DISTRICT LOT 170,  
COMOX DISTRICT, PLAN EPP24381

PRUSANT TO SECTION 113 OF THE LAND TITLE ACT  
BCGS 92F.066

SCALE 1:400



ALL DISTANCES ARE SHOWN IN METRES  
THE INTENDED PLOT SIZE OF THIS PLAN IS 2800mm  
IN HEIGHT BY 4320mm IN WIDTH (B SIZE) WHEN  
PLOTTED AT A SCALE OF 1:400.

LEGEND

GRID BEARINGS ARE DERIVED FROM DIFFERENTIAL  
CARRIER PHASE GNSS OBSERVATIONS AND ARE  
REFERRED TO THE CENTRAL MERIDIAN OF ZONE 10.  
TO OBTAIN LOCAL ASTROMERIC BEARINGS REFERRED TO  
THE MERIDIAN THROUGH TH-2, SUBTRACT 1°29'08".  
THE UTM COORDINATES AND ESTIMATED HORIZONTAL  
POSITIONAL ACCURACY AGREVED ARE DERIVED FROM  
GNSS OBSERVATIONS BASED ON THE CONTROL POINTS  
CONTROL MARKERS 496919 150H6253 1 AND 370653  
150H6253 1.

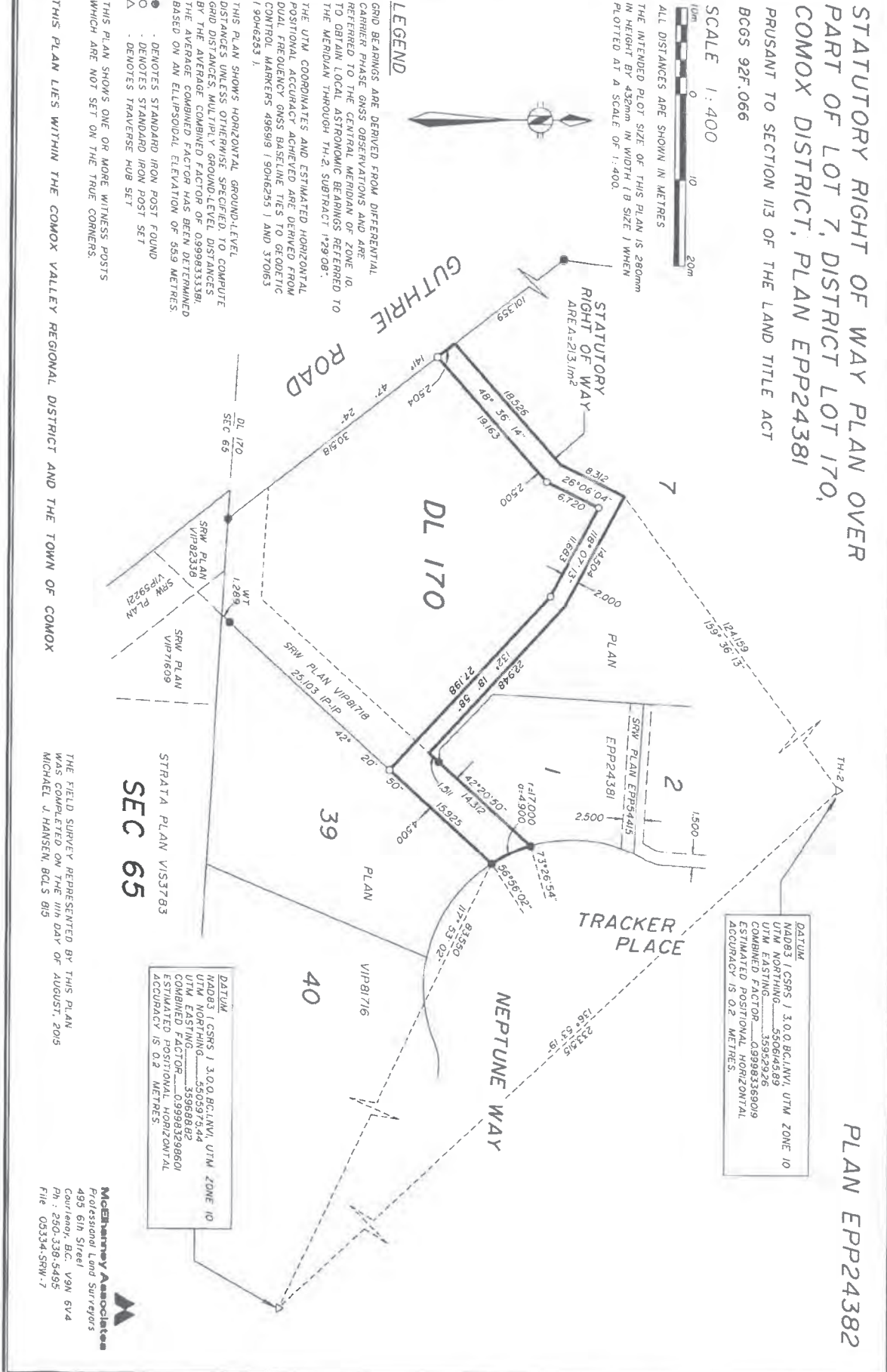
THIS PLAN SHOWS HORIZONTAL GROUND LEVEL  
DISTANCES UNLESS OTHERWISE SPECIFIED. TO COMPUTE  
GRID DISTANCES, MULTIPLY GROUND-LEVEL DISTANCES  
BY THE AVERAGE COMBINED FACTOR OF 0.999833380.  
THE AVERAGE COMBINED FACTOR HAS BEEN DETERMINED  
BASED ON AN ELLIPSOIDAL ELEVATION OF 559 METRES.  
● DENOTES STANDARD IRON POST FOUND  
○ DENOTES STANDARD IRON POST SET  
△ DENOTES TRAVERSE HUB SET  
THIS PLAN SHOWS ONE OR MORE WITNESS POSTS  
WHICH ARE NOT SET ON THE TRUE CORNERS.

THIS PLAN LIES WITHIN THE COMOX VALLEY REGIONAL DISTRICT AND THE TOWN OF COMOX

THE FIELD SURVEY REPRESENTED BY THIS PLAN  
WAS COMPLETED ON THE 11th DAY OF AUGUST, 2015  
MICHAEL J HANSEN, BCLS 819

DATUM	NAD83
UTM EASTING	35968882
UTM NORTHING	5505975.44
COMBINED FACTOR	0.999833380
ESTIMATED POSITIONAL ACCURACY	0.2 METRES.

DATUM	NAD83
UTM EASTING	35968882
UTM NORTHING	5505975.44
COMBINED FACTOR	0.999833380
ESTIMATED POSITIONAL ACCURACY	0.2 METRES.



**McEwen Associates**  
Professional Land Surveyors  
498 6th Street  
Courtenay, B.C. V9N 6V4  
Ph: 250-338-5435  
File 05334.SRW.7

**LAND TITLE ACT  
FORM DECLARATION**

Related Document Number: CA4861634

PAGE 1 OF 1 PAGES

Your electronic signature is a representation that: you are a subscriber as defined by the Land Title Act, RSBC 1996, C.250, the original or where designated by the Director, a true copy of the supporting document is in your possession and that the summary of the material facts set out in this declaration accurately reflects the material facts set out in each supporting document and if a supporting document is evidenced by an imaged copy the material facts of the supporting document are set out in the imaged copy of it attached. Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the Land Title Act.

**Robert  
Douglas Villani  
IGW3RE**

Digitally signed by Robert Douglas Villani IGW3RE  
DN: c=CA, cn=Robert Douglas Villani IGW3RE, o=Lawyer,  
ou=Verify ID at www.juricert.com/  
LKUP.cfm?id=IGW3RE  
Date: 2015.12.17 10:34:10 -08'00'

I, Robert D. Villani, declare that the Approving Officer, who signed on page 2 of the Form C Statutory Right of Way, is Marvin Kamenz. I hereby amend page 2 by adding "Marvin Kamenz" below the Approving Officer signature line.

Dated at Powell River, BC, this 17th day of December, 2015.

\_\_\_\_\_  
Robert D. Villani

**NOTE:**

A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.

Fee Collected for Document: \$12.88

**ATTACHMENT 8**  
**WRITTEN PUBLIC SUBMISSIONS**  
**PRE-APPLICATION CONSULTATION**

## Jim Agius

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**From:** Kim McLaren <kmclaren5412@gmail.com>  
**Sent:** June 6, 2017 9:57 PM  
**To:** Jim Agius  
**Subject:** 2310 Guthrie Road

Comments: Development of 2310 Guthrie Road

- I purchased a house along Tracker Place in January 2017. At that time, I was provided with plans and a building layout for a commercial development for the lot directly behind my house. I reviewed those plans and made a decision to complete the sale based on that information. Recently however, I received notice that a residential project was being proposed instead.

I am not completely opposed to this change; however, it is very concerning that the proposal is for 3 storey townhouses. My house (and the others along Tracker) are extremely close to the fence line and having multiple 3 storey buildings towering over will be extremely intrusive into our small back yard, living room and bedrooms. The tiny view and bit of privacy that I currently have will be completely gone.

With patio homes being in such great demand in the Comox Valley, I feel that style would be better suited for this development. This would retain existing residents' privacy and also allow for some privacy for the new residents of the townhouses.

If I had the information that a residential development would be proposed shortly after taking possession of my home, I would have purchased a home elsewhere. I had been looking forward to some new commercial businesses and opportunities within walking distance.

Sandra McLaren  
829 Tracker Place  
Comox, BC V9M 4E8

## PRE-APPLICATION CONSULTATION - STAGE 1

2310 Guthrie Road

Date: 2/6/17

Name:

Wayne Ruston

Address:

72-2300 Murrelet  
Dr., Comox

Please submit your comments to:

Jim Agius

3-7045 Field St, Powell River BC, V8A 0A1

Phone--604 485 6212

Email--jim@agiusbuilders.ca

All written responses, including submissions by e-mail must include name and address of the person making comment and include "2310 Guthrie Road" in the subject heading.

Please provide your comments here and feel free to add additional pages if necessary:

I agree with the plan. A brew pub would be a welcome addition as one of the commercial units in this complex. Walking distance for the area residences.

Another location for such a pub would be at Murrelet Dr & Craven in that huge empty ugly lot partially fenced, that nothing has been built on.

Wayne Ruston  
72-2300 Murrelet Drive  
Comox, BC

All written submissions provided to us during this consultation process will be submitted by us to the Town with our rezoning application.

Stage 1

PRE-APPLICATION CONSULTATION - STAGE 1  
2310 Guthrie Road

Date: 2/6/17 Name: Wayne Rushton Address: 72-2300 Murrelet Dr., Comox

Please submit your comments to:

Jim Agius  
3-7045 Field St, Powell River BC, V8A 0A1  
Phone--604 485 6212  
Email--jim@agiusbuilders.ca

All written responses, including submissions by e-mail must include name and address of the person making comment and include "2310 Guthrie Road" in the subject heading.

Please provide your comments here and feel free to add additional pages if necessary:

I agree with the plan. A brew pub would be a welcome addition as one of the commercial units in this complex. Walking distance for the area residences.

Another location for such a pub would be at Murrelet Dr & Aspen in that huge empty ugly lot partially fenced, that nothing has been built on.

Wayne Rushton  
72-2300 Murrelet Drive  
Comox, BC

All written submissions provided to us during this consultation process will be submitted by us to the Town with our rezoning application.

Stage 1

**Jim Agius**

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**From:** Annette Moore <connickgirl@gmail.com>  
**Sent:** June 6, 2017 10:24 AM  
**To:** Jim Agius  
**Subject:** Pre-Application Consultation Stage 1 2310 Guthrie Road

Jim

It's hard for me to provide you feedback regarding the impact your development will have on my neighbourhood without a few more details. A three story townhouse is reasonable. 42 residential units is reasonable. Neither of those will likely have too much of an impact. However, the 14 Commercial units on the ground floor...I will need a few more details about that. Obviously, a 7-11 type business (any 24/7 establishment generating traffic and noise) would be undesirable. An dental office (or any 9-5 Mon-Fri business) would be acceptable.

I may have missed when your Open House is scheduled to take place, or the location of such, however without further details on the commercial units, I would hold back my approval until such details could be provided.

Sincerely  
Annette Moore

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**Annette Moore**

**Jim Agius**

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**From:** Jim Agius  
**Sent:** June 6, 2017 11:40 AM  
**To:** Annette Moore  
**Subject:** RE: Pre-Application Consultation Stage 1 2310 Guthrie Road

Hi Annette

Thank you for your reply.

The commercial units will strictly be personal and business services operating 9:00 am to 6:00 pm such as medical, financial, hair salon, chiropractic, etc.

No restaurants , Liquor stores, convenience stores, etc will be allowed. This is strictly a neighborhood friendly business development.

Again thanks for your relay.

jim agius  
604.483.1990

**From:** Annette Moore [mailto:connickgirl@gmail.com]  
**Sent:** June 6, 2017 10:24 AM  
**To:** Jim Agius <jim@agiusbuilders.ca>  
**Subject:** Pre-Application Consultation Stage 1 2310 Guthrie Road

Jim

It's hard for me to provide you feedback regarding the impact your development will have on my neighbourhood without a few more details. A three story townhouse is reasonable. 42 residential units is reasonable. Neither of those will likely have too much of an impact. However, the 14 Commercial units on the ground floor...I will need a few more details about that. Obviously, a 7-11 type business (any 24/7 establishment generating traffic and noise) would be undesirable. An dental office (or any 9-5 Mon-Fri business) would be acceptable.

I may have missed when your Open House is scheduled to take place, or the location of such, however without further details on the commercial units, I would hold back my approval until such details could be provided.

Sincerely  
Annette Moore

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**Annette Moore**

## Jim Agius

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**From:** Jim Agius  
**Sent:** June 1, 2017 8:19 AM  
**To:** R and M Wix  
**Subject:** RE: 2310 Guthrie Road

Hello Marilyn

Thank you for your comments. We will indeed build a circle road and will have sufficient parking for the commercial units.

Thank you.

jim agius  
604.483.1990

-----Original Message-----

**From:** R and M Wix [mailto:webwix@shaw.ca]  
**Sent:** May 31, 2017 1:41 PM  
**To:** Jim Agius <jim@agiusbuilders.ca>  
**Subject:** 2310 Guthrie Road

I think your design for this project should have a separate entrance and exit with a circle Road for the residences. It is unsafe to build high density as at Lancaster Heights where emergency and large vehicles need to back up to exit. I sure hope there is never a fire there. I don't mind the idea of commercial units on the ground level as long as there is sufficient parking for each business. I think 42 residential units is far too many for this site. They end up looking like rabbit hutches.

Marilyn Wickes  
52-2300 Murrelet Drive  
Comox, BC  
V9M4J2

## Jim Agius

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**From:** R and M Wix <webwix@shaw.ca>  
**Sent:** May 31, 2017 1:41 PM  
**To:** Jim Agius  
**Subject:** 2310 Guthrie Road

I think your design for this project should have a separate entrance and exit with a circle Road for the residences. It is unsafe to build high density as at Lancaster Heights where emergency and large vehicles need to back up to exit. I sure hope there is never a fire there. I don't mind the idea of commercial units on the ground level as long as there is sufficient parking for each business. I think 42 residential units is far too many for this site. They end up looking like rabbit hutches.

Marilyn Wickes  
52-2300 Murrelet Drive  
Comox, BC  
V9M4J2

## Jim Agius

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**From:** mik.mar1979@gmail.com on behalf of Marina Fraser <mik.mar@shaw.ca>  
**Sent:** May 19, 2017 12:22 PM  
**To:** Jim Agius  
**Subject:** 2310 Guthrie Road

Jim,

Our comments regarding development of this property:

1. What type of commercial? We hope it would be 9 to 5 type business and no fast food. We would prefer no commercial.
2. Condos - rentals or owner occupied? We would prefer owner occupied with limited rentals.
3. There is an abundance of empty commercial property in Comox, why create more?
4. Will there be a walk through at Neptune Way to Guthrie?

Thank you.

Marina and Mike Fraser  
2285 Neptune Way  
Comox, BC  
Telephone: 250-890-0179

## Jim Agius

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**From:** Jim Agius  
**Sent:** May 19, 2017 1:17 PM  
**To:** 'Marina Fraser'  
**Subject:** RE: 2310 Guthrie Road

Hi Marina

Thanks for the questions, I have answered best I can next to each question.

Cheers.

jim agius  
 604.483.1990

**From:** mik.mar1979@gmail.com [mailto:mik.mar1979@gmail.com] **On Behalf Of** Marina Fraser  
**Sent:** May 19, 2017 12:22 PM  
**To:** Jim Agius <jim@agiusbuilders.ca>  
**Subject:** 2310 Guthrie Road

Jim,

Our comments regarding development of this property:

1. What type of commercial? We hope it would be 9 to 5 type business and no fast food. We would prefer no commercial. The commercial is only business and personal services, e.g. ---medical, professional, financial. No restaurants will be allowed. This has been confirmed by the Town of Comox. The commercial units will only be about 400 to 500 sq. ft. each and all facing Guthrie.
2. Condos - rentals or owner occupied? We would prefer owner occupied with limited rentals. Yes, they will be owner occupied with limited rentals.
3. There is an abundance of empty commercial property in Comox, why create more? It's a Town of Comox requirement as per the Official Community Plan.
4. Will there be a walk through at Neptune Way to Guthrie? Yes 😊

Thank you.

Marina and Mike Fraser  
 2285 Neptune Way  
 Comox, BC  
 Telephone: 250-890-0179

**Jim Agius**

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**From:** Judith Bergeron <bergerondesigns@gmail.com>  
**Sent:** May 13, 2017 3:32 PM  
**To:** Jim Agius; Judith Bergeron  
**Subject:** Fwd: 2310 Guthrie Road

Hi Jim  
My name is:  
Judith Bergeron  
847 Labrador Drive  
Comox BC V9M 4H9

This is the best proposal, so far.  
Thank you  
Judith

**Jim Agius**

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**From:** Shelagh & Jack <saprunof@telus.net>  
**Sent:** May 10, 2017 2:29 PM  
**To:** Jim Agius  
**Subject:** Pre Application Consultation 2310 Guthrie Road

To Jim Agius

I am in favour of the proposed development for the property at the junction of McDonald and Guthrie Rads.

However I feel that an extension to the very popular cycle / foot path that terminates on McDonald Road should be considered. This would provide a link from the existing path, through the proposed development (2310 Guthrie) and join up with Aspen Road, connecting with Hector Road in the future.

Jack Saprunoff  
# 71 2300 Murrelet Drive  
Comox V9M 4J2

## Jim Agius

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**From:** Sandi Fentiman <sanjan.fentiman812@gmail.com>  
**Sent:** May 9, 2017 12:11 PM  
**To:** Jim Agius  
**Subject:** Pre-Application Consultant - Stage 1 notice

The only two things I'm concerned about is the extra traffic on Aspen Road (where I live), and the peace of the neighbourhood (rowdy, troublesome people).

Where you mentioned about commercial space--as in shops, if I may add, I would like to see things like an "eco friendly" bulk food store, post office, hair dresser (reasonable prices for haircuts), things we don't have in this area.

Sandi Fentiman  
#73-717 Aspen Road, Comox



**PRE-APPLICATION CONSULTATION - STAGE 1**  
**2310 Guthrie Road**

Date:

Name:

Address:

Please submit your comments to:

Jim Agius  
 3-7045 Field St, Powell River BC, V8A 0A1  
 Phone--604 485 6212  
 Email--jim@agiusbuilders.ca

All written responses, including submissions by e-mail must include name and address of the person making comment and include "2310 Guthrie Road" in the subject heading.

**Please provide your comments here and feel free to add additional pages if necessary:**

MAY 22, 2017
RE 2310 GUTHRIE ROAD
JIM AGIUS
BOTH GARY & GAIL CLARKE, WHO RESIDE
AT <u>2287 NEPTUNE WAY, COMOX</u> , ARE NOT AT ALL
IN FAVOUR OF YOUR PROPOSAL FOR 42 RESIDENTIAL
UNITS IN 3-STORY TOWNHOUSES AND 14 COMMERCIAL
UNITS ON THE GROUND FLOOR, ALONG GUTHRIE ROAD
WE BOTH ARE ADAMANT THAT THE
PARCEL BE DEVELOPED AS SINGLE ONE-TWO
STOREY RESIDENTIAL HOMES, IN KEEPING WITH
THE CURRENT NEIGHBOURHOOD
G. Clarke T. Clarke

All written submissions provided to us during this consultation process will be submitted by us to the Town with our rezoning application.

Stage 1





**Jim Agius**

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**From:** keith cryer <kgarden47@gmail.com>  
**Sent:** June 29, 2017 11:48 AM  
**To:** Jim Agius; ljc480@gmail.com  
**Subject:** 2310 Guthrie Road Comox BC

Dear Sir,

We are senior citizens who live at 815 Labrador Drive in Comox. Our input centres around the provision of walking/ biking corridors on or near your development.

You are no doubt aware of the current self made corridors that people have made on your property. Like water , we tend to seek the point of least resistance to our destinations. Thus, many people from the area tend to walk to and from Guthrie to Neptune Way to access Quality Foods etc. Right now there is a natural corridor through the broom. It is our hope that this corridor remains in some form. We are concerned that if no arrangement is made , people will have to go all of the way around via Aspen to get to Guthrie and the grocer. Possibly people will attempt to make their way through whatever portals exist on your property. Problems could arise, especially in winter, when ice and snow are piled on town walkways. This is an obvious safety issue for older people. The allowance of a corridor could help in this regard.

We are bicycle enthusiasts and we ride our bikes in all seasons including winter unless the weather is totally intolerant. We have a route that takes us to and from the Crown Isle area(self made) . School children and others use the current self made route at the North end of Tracker Place to access McDonald Road and the walkway to Idiens Park. We hope allowance can be made for a corridor there. Of course, this could be on the other property which is adjacent to yours. This route is a far safer option than finding a way to Guthrie and the bike lane there to access McDonald Road. Again, many people from our area use this current self made route .

Since we have moved to Comox we have been very impressed at how friendly the local municipalities and businesses are to walkers/ bikers. It is our hope that the consideration continues in this situation.

Thank you for the opportunity to express our concerns and hopes about your property. We wish you every success.

Sincerely, Keith and Louise Cryer 815 Labrador Drive , Comox BC

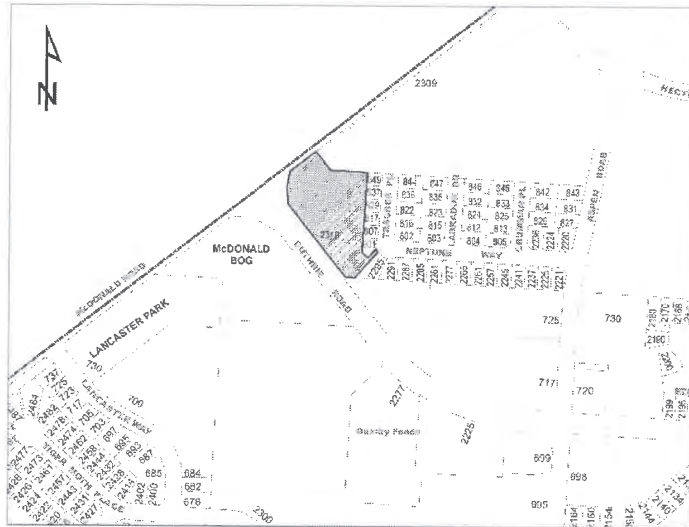
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## PRE-APPLICATION CONSULTATION - STAGE 2 2310 Guthrie Road

### To the Resident, Owner and Tennant,

2310 Guthrie Development Corp, the owner of 2310 Guthrie Road wishes to develop this property. The Town of Comox requires the developer to consult with the neighbourhood before submitting plans for a development application to the Town.



### CONSULTATION CONTACT:

<b>Name:</b>	
Jim Agius	
<b>Mailing Address:</b>	
3-7045 Field St	
<b>City:</b>	<b>Phone Number:</b>
Powell River	604-485-6212
<b>Postal Code:</b>	<b>E-mail:</b>
V8A 0A1	jim@agiusbuilders.ca

As the owner of 2310 Guthrie Road shown shaded in the map above, we wish to know what impact our proposal may have in this neighbourhood. The purpose of this consultation is to receive your comments in order to consider them in the design of the project.

Currently, this parcel is zoned commercial. Its land use designation is mixed-use. The proposal is for 42 residential units in 3-storey townhouses and 14 commercial units on the ground floor, along Guthrie Road.

This is the second stage of the pre-application consultation. At the Open House we will report back responding to any public comments we received during stage one and addressing them in the design of the proposed development. We look forward to sharing the information with you about our proposal.

## OPEN HOUSE INVITATION

7 July 2017  
Recreation Centre  
1850 Noel Avenue  
COMOX

from  
4 : 00 PM  
  
to  
7 : 00 PM

**PRE-APPLICATION CONSULTATION – STAGE 2**

**2310 Guthrie Road**

Please submit your comments at the Open House, or if you cannot attend the Open House,  
To Jim Agius  
3-7045 Field St, Powell River BC V8A 0A1. Ph--604-485-6212. Email—jim@agiusbuilders.ca

Date: Name: Address:

All written responses, including submissions by e-mail must include name and address of the person making comment and include "2310 Guthrie Road" in the subject heading.

**Please provide your comments here and feel free to add additional pages if necessary:**

Large empty rectangular box with horizontal lines for writing comments.

All written submissions provided to us during this consultation process will be submitted by us to the Town with our rezoning application.

proposed development at 2310 Guthrie

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A2

A3

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TO THE RESIDENT  
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COMOX , BC V9M 3X4

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TO THE OCCUPANT  
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COMOX , BC V9M 4E9

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TO THE RESIDENT  
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COMOX , BC V9M 4J2

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TO THE RESIDENT  
27 - 2300 MURRELET DR  
COMOX , BC V9M 4J2

TO THE RESIDENT  
28 - 2300 MURRELET DR  
COMOX , BC V9M 4J2

TO THE RESIDENT  
31 - 2300 MURRELET DR  
COMOX , BC V9M 4J2

TO THE RESIDENT  
32 - 2300 MURRELET DR  
COMOX , BC V9M 4J2

TO THE RESIDENT  
25 - 2300 MURRELET DR  
COMOX , BC V9M 4J2

TO THE RESIDENT  
26 - 2300 MURRELET DR  
COMOX , BC V9M 4J2

TO THE RESIDENT  
29 - 2300 MURRELET DR  
COMOX , BC V9M 4J2

TO THE RESIDENT  
30 - 2300 MURRELET DR  
COMOX , BC V9M 4J2

TO THE RESIDENT  
33 - 2300 MURRELET DR  
COMOX , BC V9M 4J2

TO THE RESIDENT  
34 - 2300 MURRELET DR  
COMOX , BC V9M 4J2

TO THE RESIDENT  
35 - 2300 MURRELET DR  
COMOX , BC V9M 4J2

TO THE RESIDENT  
36 - 2300 MURRELET DR  
COMOX , BC V9M 4J2

TO THE RESIDENT  
37 - 2300 MURRELET DR  
COMOX , BC V9M 4J2

TO THE RESIDENT  
38 - 2300 MURRELET DR  
COMOX , BC V9M 4J2

TO THE RESIDENT  
39 - 2300 MURRELET DR  
COMOX , BC V9M 4J2

TO THE RESIDENT  
40 - 2300 MURRELET DR  
COMOX , BC V9M 4J2

TO THE RESIDENT  
41 - 2300 MURRELET DR  
COMOX , BC V9M 4J2

TO THE RESIDENT  
42 - 2300 MURRELET DR  
COMOX , BC V9M 4J2

TO THE RESIDENT  
43 - 2300 MURRELET DR  
COMOX , BC V9M 4J2

TO THE RESIDENT  
44 - 2300 MURRELET DR  
COMOX , BC V9M 4J2

TO THE RESIDENT  
802 TRACKER PL  
COMOX BC V9M 4E8

TO THE RESIDENT  
803 LABRADOR DR  
COMOX , BC V9M 4H9

TO THE RESIDENT  
815 LABRADOR DR  
COMOX , BC V9M 4H9

TO THE RESIDENT  
823 LABRADOR DR  
COMOX , BC V9M 4H9

TO THE RESIDENT  
825 GRUMMAN PL  
COMOX , BC V9M 4H9

TO THE RESIDENT  
847 LABRADOR DR  
COMOX , BC V9M 4H9

TO THE RESIDENT  
844 TRACKER PL  
COMOX , BC V9M 4E8

TO THE RESIDENT  
836 TRACKER PL  
COMOX , BC V9M 4E8

TO THE RESIDENT  
822 TRACKER PL  
COMOX , BC V9M 4E8

TO THE RESIDENT  
816 TRACKER PL  
COMOX , BC V9M 4E8

TO THE RESIDENT  
2295 NEPTUNE WAY  
COMOX , BC V9M 4E8

TO THE RESIDENT  
2421 SILVER STAR PL  
COMOX , BC V9M 4A8

TO THE RESIDENT  
2287 NEPTUNE WAY  
COMOX , BC V9M 4E8

TO THE RESIDENT  
2285 NEPTUNE WAY  
COMOX , BC V9M 4E8

TO THE RESIDENT  
2281A NEPTUNE WAY  
COMOX , BC V9M 4E8

TO THE RESIDENT  
2277 NEPTUNE WAY  
COMOX , BC V9M 4E8

TO THE RESIDENT  
801 TRACKER PL  
COMOX BC V9M 4E8

TO THE RESIDENT  
807 TRACKER PL  
COMOX BC V9M 4E8

TO THE RESIDENT  
817 TRACKER PL  
COMOX BC V9M 4E8

TO THE RESIDENT  
837 TRACKER PL  
COMOX , BC V9M 4E1

TO THE RESIDENT  
849 TRACKER PL  
COMOX , BC V9M 4E8

TO THE RESIDENT  
829 TRACKER PL  
COMOX BC V9M 4E8

TO THE RESIDENT  
2-717 ASPEN RD  
COMOX BC V9M 3X4

TO THE RESIDENT  
73-717 ASPEN RD  
COMOX BC V9M 3X4

TO THE RESIDENT  
23-2300 MURRELET DR  
COMOX BC V9M 4J2

TO THE RESIDENT  
2291 NEPTUNE WAY  
COMOX BC V9M 4E8

**ATTACHMENT 9  
REFERRAL RESPONSES**

The Town referral advised the agencies that if no reply was received by August 30, 2018, the Town would assume that the agency has no concerns.

<b>Referred to Agency:</b>	<b>Response</b>
BC Assessment Authority	Confirmation of receipt
BC Transit	Attached – confirmed no additional bus stop is required
Comox Valley Accessibility Committee	No response
BC Hydro	Attached – special design required, which applicant has completed (U07 drawing is issued for review)
Eterra Environmental	Attached – no concerns
Canada Post	Attached – no concerns
Shaw Cable	No response
Fortis BC	No response
Telus	No response
School District 71	No response

**From:** McMullen, Adriana <Adriana\_McMullen@BCTransit.Com>  
**Sent:** October 10, 2019 1:55 PM  
**To:** Regina Bozerocka <rbozerocka@comox.ca>  
**Cc:** Moore, Myrna <Myrna\_Moore@BCTransit.Com>; Dustin Bennett <dbennett@comoxvalleyrd.ca>; mzbarsky@comoxvalleyrd.ca  
**Subject:** RE: Town of Comox referral RZ 18-6, 2310 Guthrie Rd

Hi Regina,

Thank you for your patience. After consulting with the Comox Valley I Regional District we have determined that a new bus stop at this location would not be helpful. We usually look to place stop in locations where 1) they can be paired with one in the oncoming direction and 2) where people can safely cross the road (for their return trip where they will be getting off the bus on the other side of the road).

Thanks so much for following up and my apologies on the delay,

Warm regards,

**Adriana McMullen**

Senior Transit Planner

**BC Transit**

520 Gorge Road East, PO Box 9861 Victoria, BC V8W 9T5

250-995-5823 | c: 250-508-4959 | [adriana\\_mcmullen@bctransit.com](mailto:adriana_mcmullen@bctransit.com)

**From:** [rbozerocka@comox.ca](mailto:rbozerocka@comox.ca) <[rbozerocka@comox.ca](mailto:rbozerocka@comox.ca)>  
**Sent:** Thursday, October 10, 2019 1:45 PM  
**To:** McMullen, Adriana <[Adriana\\_McMullen@BCTransit.Com](mailto:Adriana_McMullen@BCTransit.Com)>  
**Subject:** RE: Town of Comox referral RZ 18-6, 2310 Guthrie Rd

[ External ]

Hello Adriana,

We are preparing bylaws for the proposed development at 2310 Guthrie Rd and would appreciate any comments from BC Transit, but specifically about the bus shelter. I have highlighted the paragraph in my earlier email below. Could you please respond to that at your earliest convenience?

Thank you,  
Regina

Regina Bozerocka

Planner I

**Town of Comox**

1809 Beaufort Avenue Comox BC, V9M 1R9  
250 339 1118

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**From:** Regina Bozerocka

**Sent:** August 15, 2019 4:28 PM

**To:** 'McMullen, Adriana' <[Adriana\\_McMullen@BCTransit.Com](mailto:Adriana_McMullen@BCTransit.Com)>

**Subject:** RE: Town of Comox referral RZ 18-6, 2310 Guthrie Rd

Hi Adriana,

Thank you. We are still good few weeks from any decisions, but I would appreciate your input.

The bus stops are about 500 metres apart, from the user perspective it would be a great idea (there will be a walkway-shortcut from Tracker Place to Guthrie, connecting future development).

Please call if you have any questions.

Regina

**From:** McMullen, Adriana <[Adriana\\_McMullen@BCTransit.Com](mailto:Adriana_McMullen@BCTransit.Com)>

**Sent:** August 15, 2019 4:24 PM

**To:** Regina Bozerocka <[rbozerocka@comox.ca](mailto:rbozerocka@comox.ca)>; #developmentreferrals  
<[developmentreferrals@BCTransit.Com](mailto:developmentreferrals@BCTransit.Com)>

**Subject:** RE: Town of Comox referral RZ 18-6, 2310 Guthrie Rd

Hi Regina,

Thanks for this, I'll have a look and get back to you ASAP.

**Adriana McMullen**

Senior Transit Planner

**BC Transit**

520 Gorge Road East, PO Box 9861 Victoria, BC V8W 9T5

250-995-5823 | c: 250-508-4959 | [adriana\\_mcmullen@bctransit.com](mailto:adriana_mcmullen@bctransit.com)

**From:** [rbozerocka@comox.ca](mailto:rbozerocka@comox.ca) <[rbozerocka@comox.ca](mailto:rbozerocka@comox.ca)>  
**Sent:** Thursday, August 15, 2019 4:22 PM  
**To:** #developmentreferrals <[developmentreferrals@BCTransit.Com](mailto:developmentreferrals@BCTransit.Com)>  
**Subject:** Town of Comox referral RZ 18-6, 2310 Guthrie Rd

Good afternoon,

This is a referral that was sent out about a year ago, but I seem to be missing the BC Transit comment.

Previous proposal at 2310 Guthrie Road, which did not proceed, was for commercial development and one of the amenities was provision of a bus stop shelter adjacent to the property. At this time, there are no bus stops at this location (on the same road side, the next northbound stop is beyond the McDonald – Guthrie intersection, i.e. in Courtenay).

Could you please review and confirm whether BC Transit is contemplating to add another bus stop between Aspen and McDonald Roads. If this is not planned, the bus shelter amenity will not be required from the new development.

Thank you,  
 Regina

Regina Bozerocka

Planner I  
 Town of Comox  
 1809 Beaufort Avenue Comox BC, V9M 1R9  
 250 339 1118

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**From:** Regina Bozerocka  
**Sent:** August 2, 2018 4:30 PM  
**To:** BC Assessment <[courtenay@bcassessment.ca](mailto:courtenay@bcassessment.ca)>; 'design.nvi@bchydro.com' <[design.nvi@bchydro.com](mailto:design.nvi@bchydro.com)>; 'developmentreferrals@bctransit.com' <[developmentreferrals@bctransit.com](mailto:developmentreferrals@bctransit.com)>; 'shawn.murphy@canadapost.ca' <[shawn.murphy@canadapost.ca](mailto:shawn.murphy@canadapost.ca)>; 'doug.parry@canadapost.ca' <[doug.parry@canadapost.ca](mailto:doug.parry@canadapost.ca)>; 'sewandsew@shaw.ca' <[sewandsew@shaw.ca](mailto:sewandsew@shaw.ca)>; 'cumberland.admin@emterra.ca' <[cumberland.admin@emterra.ca](mailto:cumberland.admin@emterra.ca)>; 'referrals@fortisbc.com' <[referrals@fortisbc.com](mailto:referrals@fortisbc.com)>; 'tim.desaulniers@rcmp-grc.gc.ca' <[tim.desaulniers@rcmp-grc.gc.ca](mailto:tim.desaulniers@rcmp-grc.gc.ca)>; 'ian.heselgrave@sd71.bc.ca'

<[ian.heselgrave@sd71.bc.ca](mailto:ian.heselgrave@sd71.bc.ca)>; 'sallison@csf.bc.ca' <[sallison@csf.bc.ca](mailto:sallison@csf.bc.ca)>;  
'projectmanagervancouverisland@sjrb.ca' <[projectmanagervancouverisland@sjrb.ca](mailto:projectmanagervancouverisland@sjrb.ca)>;  
'victoria.engineering@telus.com' <[victoria.engineering@telus.com](mailto:victoria.engineering@telus.com)>; Richard Kanigan  
<[rkanigan@comox.ca](mailto:rkanigan@comox.ca)>; Al Fraser <[afraser@comox.ca](mailto:afraser@comox.ca)>; Shelley Ashfield  
<[ashfield@comox.ca](mailto:ashfield@comox.ca)>; Gord Schreiner <[firehall@comox.ca](mailto:firehall@comox.ca)>; Ian Rogers  
<[irogers@comox.ca](mailto:irogers@comox.ca)>; Clive Freundlich <[clive@comox.ca](mailto:clive@comox.ca)>

**Subject:** Town of Comox referral RZ 18-6, 2310 Guthrie Rd

Good afternoon,

The Town of Comox has received a Rezoning and Development Permit applications for a mixed-use development at 2310 Guthrie Road.  
Please provide your comments by August 30, 2018.

Please let me know if you require more time, or if you need any additional information about the proposed development.

Thank you,

Regina Bozerocka

Planner I  
**Town of Comox**  
1809 Beaufort Avenue Comox BC, V9M 1R9  
250 339 1118

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**From:** Scheck, Paul <Paul.Scheck@bchydro.com>  
**Sent:** August 9, 2018 9:28 AM  
**To:** Regina Bozerocka <rbozerocka@comox.ca>  
**Subject:** FW: Town of Comox referral RZ 18-6, 2310 Guthrie Rd

Modifications to the BC Hydro system will be necessary in order to extend the electrical system to this development. BC Hydro will need to complete a thorough system study and design to provide a cost estimate for this work. The developer must submit an application for service with our BC Hydro Express Connect Department by phone @ 1-877-520-1355 or online: <https://www.bchydro.com/accounts-billing/moving-electrical-connections/electrical-connections.html>

Servicing this development may require infrastructure that has a large footprint. The location of this equipment may significantly influence the design of your building; it may need to be placed on private property. Upon receipt of your application for service, we will provide more details on the design challenges.

There is overhead electrical infrastructure adjacent to this property which may affect this development. It is the developer's responsibility to ensure that any infrastructure built on this property will meet all current CSA requirements and limitations around high voltage equipment and transformation.

Normally, BC Hydro will not relocate existing BCH plant. If the developer wishes to have BC Hydro relocate its plant in order to meet CSA requirements, an application must be submitted to the local BC Hydro District Office to conduct a feasibility study of a proposed redesign. The developer will be fully responsible for all associated redesign costs.

Planting near power lines

<https://www.bchydro.com/safety-outages/trees-power-lines/planting-trees-plants/planting-near-power-lines.html>

Thank you,

---

**Paul Scheck** | Design Manager, NVI Distribution Design

**BC Hydro**  
330 Lerwick Rd  
Courtenay BC V9N 9E5

**P** 250 897-7403  
**M** 250 218-7153  
**E** [paul.scheck@bchydro.com](mailto:paul.scheck@bchydro.com)

[bchydro.com](http://bchydro.com)

Smart about power in all we do.

**From:** Dave Ross <dave.ross@emterra.ca>  
**Sent:** August 30, 2018 2:15 PM  
**To:** Regina Bozerocka <rbozerocka@comox.ca>  
**Cc:** jim@agiusbuilders.ca  
**Subject:** RE: Town of Comox referral RZ 18-6, 2310 Guthrie Rd

Hello Regina,

Yes that is certainly an option for the residential units as curb-side collection for all streams would be possible.

Thank you.

**Dave Ross**  
North Island Operations Manager

*"Make it a Safe Day"*



<http://www.emterra.ca>  
Halton Recycling Ltd. dba Emterra Group and Emterra Environmental  
(Formerly dba International Paper Industries)  
PO Box 160, 2982 Ulverston Av  
Cumberland, BC  
V0R 1S0  
P: 250-336-8066  
F: 250-336-8077  
C: 250-331-1617  
E: dave.ross@emterra.ca

Please consider the environment before printing this email

**From:** [rbozerocka@comox.ca](mailto:rbozerocka@comox.ca) [<mailto:rbozerocka@comox.ca>]  
**Sent:** August-29-18 3:01 PM  
**To:** Dave Ross  
**Cc:** [jim@agiusbuilders.ca](mailto:jim@agiusbuilders.ca)  
**Subject:** Town of Comox referral RZ 18-6, 2310 Guthrie Rd

Hello Dave,  
Thank you very much for looking into this. I am copying Jim Agius, so that you have direct contact with each other.

Would it be possible to collect both recycle and garbage "at the curb" of individual units, as opposed to central location?

Sincerely,  
Regina

**From:** Dave Ross <[dave.ross@emterra.ca](mailto:dave.ross@emterra.ca)>  
**Sent:** August 29, 2018 2:24 PM  
**To:** Regina Bozerocka <[rbozerocka@comox.ca](mailto:rbozerocka@comox.ca)>  
**Subject:** RE: Town of Comox referral RZ 18-6, 2310 Guthrie Rd

Hello Regina,

With reference to this proposed development application for 2310 Guthrie Road. We see no issues at this time in providing front-end collection services to the recycle centre. Allowance by the looks of it is to fit 4 bins in that one location. I do not however see any location for the waste collection of garbage? The development is quite large with a mix of commercial and residential which will produce a large volume of waste both recycle and garbage. The one central location for recycle is as mentioned acceptable but will need to see the garbage location to comment further.

Thank you.

**Dave Ross**  
North Island Operations Manager

*"Make it a Safe Day"*

<http://www.emterra.ca>

Halton Recycling Ltd. dba Emterra Group and Emterra Environmental  
(Formerly dba International Paper Industries)  
PO Box 160, 2982 Ulverston Av  
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V0R 1S0

P: 250-336-8066  
F: 250-336-8077  
C: 250-331-1617  
E: [dave.ross@emterra.ca](mailto:dave.ross@emterra.ca)



Please consider the environment before printing this email

**From:** PARRY, Doug <doug.parry@canadapost.postescanada.ca>  
**Sent:** August 9, 2018 9:54 AM  
**To:** Regina Bozerocka <rbozerocka@comox.ca>  
**Cc:** jim@agiusbuilders.ca  
**Subject:** RE: Town of Comox referral RZ 18-6, 2310 Guthrie Rd

Hello Regina,

Your welcome. Thanks, I missed the location in first look. If this location is good with the Town we look forward to working with developer on size & other requirement.

Regards,

**Doug Parry**  
Canada Post Delivery Planning  
1847 E. Wellington Rd  
Nanaimo BC V9S 5L0  
☎ (250) 741-0561 Ext. 2001  
Fax: (250) 753-0126  
Email: [doug.parry@canadapost.ca](mailto:doug.parry@canadapost.ca)

**From:** [rbozerocka@comox.ca](mailto:rbozerocka@comox.ca) [<mailto:rbozerocka@comox.ca>]  
**Sent:** August-08-18 4:31 PM  
**To:** PARRY, Doug <doug.parry@canadapost.postescanada.ca>  
**Cc:** [jim@agiusbuilders.ca](mailto:jim@agiusbuilders.ca)  
**Subject:** RE: Town of Comox referral RZ 18-6, 2310 Guthrie Rd

Hello Doug,  
Thank you very much for your quick reply.  
The proposed location of the centralized mail boxes was included in the package, I have now attached only that page with location marked for your convenience.  
I have copied Jim Agius on this email, so that he can contact and coordinate with you directly.

Sincerely,  
Regina

Regina Bozerocka  
Planner I  
Town of Comox  
1809 Beaufort Avenue Comox BC, V9M 1R9  
250 339 1118

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**From:** PARRY, Doug <[doug.parry@canadapost.postescanada.ca](mailto:doug.parry@canadapost.postescanada.ca)>  
**Sent:** August 8, 2018 12:55 PM  
**To:** Regina Bozerocka <[rbozerocka@comox.ca](mailto:rbozerocka@comox.ca)>  
**Subject:** RE: Town of Comox referral RZ 18-6, 2310 Guthrie Rd

Good day Regina,

Thank you for the opportunity to review and comment on this development plan.

Canada Post delivery will need to be centralized for this development with community mail boxes and we will need to coordinate a suitable & acceptable location with the developer in advance.

We request the developer contact us in advance to confirm a location for our equipment either on right of way or within the development which meets Canada Post Standards and will be acceptable to the Town of Comox.

Regards,

Doug Parry  
Canada Post Delivery Planning  
1847 E. Wellington Rd  
Nanaimo BC V9S 5L0  
☎ (250) 741-0561 Ext. 2001  
Fax: (250) 753-0126  
Email: [doug.parry@canadapost.ca](mailto:doug.parry@canadapost.ca)