



PUBLIC HEARING MEETING
AGENDA FOR WEDNESDAY JULY 10, 2024

We respectfully acknowledge that the land on which we gather and work is on the Unceded Traditional Territory of the K'ómoks First Nation, the traditional keepers of this land.

Meeting Location: d'Esterre Centre, 1801 Beaufort Avenue, Comox

Call to Order: 6:00 p.m.

Adoption of the Agenda

**PUBLIC HEARING TO CONSIDER THE FOLLOWING
AGENDA ITEMS:**

1. **OCP AMENDMENT & REZONING APPLICATIONS:**
 - OCP RZ 23-2 (2077 HECTOR AND 941 ASPEN ROADS)
 - OCP RZ 24-3 (2123 HECTOR ROAD):
 - a. [Comox Official Community Plan Amendment Bylaw No. 1685.11](#)
 - b. [Comox Zoning Amendment Bylaw No. 1850.46](#)
 - c. [Comox Phased Development Agreement Authorization Bylaw 2024: Aspen Hector](#)

CLOSE OF PUBLIC HEARING

CORPORATE OFFICER

PUBLIC HEARING – Opening Statement

This Public Hearing is hereby convened pursuant to Section 464 of the Local Government Act for the purpose of hearing representations those persons who believe that their interest is affected by the proposed:

1. OCP AMENDMENT & REZONING APPLICATIONS:

- **OCP RZ 23-2 (2077 Hector and 941 Aspen Roads)**
- **OCP RZ 24-3 (2123 Hector Road):**

- a. Comox Official Community Plan Amendment Bylaw 1685.11
- b. Comox Zoning Amendment Bylaw 1850.46
- c. Comox Phased Development Agreement Authorization Bylaw 2024: Aspen Hector

The proposed bylaws have received first and second reading but have not passed third reading or been adopted by Council. Notices of this Public Hearing have been published in accordance with the requirements of the Local Government Act. Also, a copy of the proposed bylaws, supporting documentation and any submissions to Council received from the public have been available for inspection at Comox Town Hall as required by the Local Government Act. Copies are also available for review at the desk of the clerk. Note that this Public Hearing is being conducted virtually and in-person.

To maintain order and to ensure everyone has a reasonable opportunity to be heard, I ask that each person wishing to speak first sign the Speaker's List, located at the desk of the Clerk. For Zoom Meeting Link users, hover over 'Reactions' in the bottom footer of the Zoom screen and click the 'Raise Hand' icon, or press *9 on your phone, and wait to be asked to speak by the Chair. All speakers will be asked to speak by the Chair. Once called by the Chair, please begin your presentation to Council by clearly stating your name and address (virtual presenters first click the 'unmute' button or press *6 on your phone). Please limit your presentation to five minutes. After all have had an opportunity to be heard, anyone wishing to have further input may once again sign the Speaker's List or "raise their hand".

Council will not debate with each other or members of the public. Council will not answer questions; we are here to hear from you. Technical questions may be directed by the Chair to the staff.

Everyone will be given a reasonable opportunity to be heard at this meeting. No one will be, or should feel, discouraged or prevented from making his or her views heard. Please refrain from any conduct that would intimidate others or discourage them from speaking.

In addition, if you wish to provide a written submission during this Public Hearing, you may do so by leaving a copy at the desk of the Clerk or by sending an email to council@comox.ca. Note that written submissions (including emails to Council) must be received before the end of the Public Hearing.

1. OCP AMENDMENT & REZONING APPLICATIONS:

- **OCP RZ 23-2 (2077 Hector and 941 Aspen Roads)**

- **OCP RZ 24-3 (2123 Hector Road):**

Application Summary

a. Comox Official Community Plan Amendment Bylaw 1685.11

In general terms, the purpose of proposed Official Community Plan Amendment Bylaw No. 1685.11 is to:

- a) Add 941 Aspen Road, 2077 Hector Road and 2123 Hector Road to the list of those properties, with an OCP designation of Residential: Low Rise Apartments, Townhouses and Ground Orientated Infill, that are exempt from the OCP policy restricting building height to a maximum of four-storeys.
- b) Designate the western portion of 941 Aspen Road with an OCP designation of Residential: Low Rise Apartments, Townhouses and Ground Oriented Infill, and as being within Development Permit Areas # 3 General Multi-Family and # 11 Wildlife Corridor.
- c) Designate the eastern portion of 941 Aspen Road with an OCP designation of Mixed Use: Commercial – Residential, and as being within Development Permit Areas #4 Mixed Use: Commercial – Residential and # 11 Wildlife Corridor.
- d) Designate 2077 Hector Road with an OCP designation of Residential: Low Rise Apartments, Townhouses and Ground Oriented Infill, and as being within Development Permit Areas # 3 General Multi-Family, # 7 Riparian Areas and # 11 Wildlife Corridor.
- e) Adding to the Parks, Trails and Open Spaces Network, an extension of the Hector Greenway along the northern boundary of 2077 Hector Road
- f) Adding the extension of Hector Road along the northern boundary of 2077 Hector Road to the Road Network as a Minor Collector.
- g) Adding the extension of Hector Road along the northern boundary of 2077 Hector Road to the Bicycle Network as a Proposed Major Bike Route.

b. Comox Zoning Amendment Bylaw 1850.46:

In general terms, the purpose of proposed Comox Zoning Amendment Bylaw 1850.46 is to:

- a) Create new zones RM 6.1 (Apartment), RM 6.2 (Apartment and Townhouse) and C 7.1 (Commercial-Residential);
- b) Rezone the western portion of 941 Aspen Road from CVRD zoning CR-1 to RM 6.1 (Apartment);
- c) Rezone the eastern portion of 941 Aspen Road from CVRD zoning CR-1 to C7.1 (Commercial-Residential); and
- d) Rezone 2077 Hector Road from CVRD zoning CR-1 to RM 6.2 (Apartment and Townhouse).

c. Comox Phased Development Agreement Authorization Bylaw 2024: Aspen Hector

In general terms, the purpose of proposed Comox Phased Development Agreement Authorization Bylaw 2024: Aspen Hector is to:

Authorize the Town to enter into a phased development agreement with the owners of 941 Aspen and 2077 Hector Roads to limit the Town's ability to change the proposed zoning of 941 Aspen and 2077 Hector Roads for a term of 10 years in exchange for securing a \$728,000 affordable housing contribution for the first phase of the development, a \$100,000 playground amenity contribution, and commercial space for a childcare facility.

Public Hearing Submissions

Written – To ensure that written submissions are included in the minutes of the meeting, please ensure that all are submitted to the desk of the Clerk or via email to council@comox.ca before the end of the meeting.

Verbal – The proposed Official Community Plan Amendment Bylaw No. 1685.11 is now open for discussion.

Close of Agenda Item

I remind those present that legal considerations prevent the members of Council from considering any representation made after the close of this Public Hearing item.

Before closing the Public Hearing, I am going to call three times for any further speakers on any of the matters contained in the proposed bylaws. I am going to allow 5 seconds between each call in order to allow those viewing on YouTube to catch up to the opportunity to speak.

For the first time, is there anyone who wishes to make any further representation?

(Note to chair: wait 15 seconds to account for virtual time lag)

For the second time, is there anyone who wishes to make any further representation?

(Note to chair: wait 15 seconds to account for virtual time lag)

For the third time, is there anyone who wishes to make any further representation?

(Note to chair: wait 15 seconds to account for virtual time lag)

There being no further speakers, I declare this Public Hearing closed.

(Call for a motion to Adjourn)

TOWN OF COMOX

BYLAW 1685.11

A BYLAW TO AMEND COMOX OFFICIAL COMMUNITY PLAN BYLAW 1685

WHEREAS Council has the authority under the provisions of the Local Government Act to amend the Official Community Plan Bylaw;

AND WHEREAS Council has considered the amendments in conjunction with its financial plan, any waste management plan that is applicable in the municipality or regional district and Town of Comox May 2020 Housing Needs Report Data Results including Summary Form;

NOW THEREFORE the Council of the Town of Comox, in open meeting assembled, enacts as follows:

1. Title

This Bylaw may be cited for all purposes as "Comox Official Community Plan Amendment Bylaw 1685. 11".

2. Amendments

Comox Official Community Plan Bylaw 1685 is hereby amended as follows:

(1) Schedule "A" Part 2: Objectives and Policies, Section 2.1.1.3 Residential Policies, as follows:

(a) By replacing Section 2.1.1.3(g) with the following text:

Land designated Residential: Low Rise Apartments, Townhouses and Ground Oriented Infill as shown on *Map 1 - Land Use Designations* is intended to accommodate the following land uses low rise apartments up to a maximum of 4 storeys, townhouses, single detached dwellings, secondary suites, coach houses, duplexes, triplexes, patio homes and child care facilities. Excluded from the 4 storey apartment maximum are the following:

- i. Subject to the provision of satisfactory amenities, 1700 Balmoral Avenue – Lot A, Section 56, Comox District, Plan VIP81758;
- ii. 941 Aspen Road - Lot 1 DL 170 Comox District Plan VIP60685 Except Plan EPP118279;
- iii. 2077 Hector Road - Lot A, DL 170, Comox District, Plan 18002; and
- iv. 2123 Hector Road – Lot 4 District Lot 170 Comox District Plan VIP60685.

(2) Schedule "A" Part 5: Maps is hereby amended by:

(a) Designating Western portion of the parcel legally described

Lot 1 District Lot 170 Comox District Plan VIP60685 Except Plan EPP118279 (941 Aspen West), shown shaded in Schedule "1A", which is attached to and forms part of this bylaw, as within the following:

- (i) Map 1 – Land Use Designations, as Residential: Low Rise Apartments, Townhouses and Ground Oriented Infill;
and
- (ii) Development Permit Areas (DPAs), as shown in their respective maps:
3 General Multi-Family
11 Wildlife Corridor

(b) Designating Eastern portion of the parcel legally described

Lot 1 District Lot 170 Comox District Plan VIP60685 Except Plan EPP118279 (941 Aspen East), shown shaded in Schedule "1B", which is attached to and forms part of this bylaw, as within the following:

- (i) Map 1 – Land Use Designations, as Mixed Use: Commercial – Residential;
and
- (ii) Development Permit Areas (DPAs), as shown in their respective maps:
#4 Mixed Use: Commercial - Residential
11 Wildlife Corridor

(c) Designating parcel legally described

Lot A, District Lot 170, Comox District Plan 18002 (2077 Hector), shown shaded in Schedule "1C", which is attached to and forms part of this bylaw, as within the following:

- (j) Map 1 – Land Use Designations, as Residential: Low Rise Apartments, Townhouses and Ground Oriented Infill;
and
- (ii) Development Permit Areas (DPAs), as shown in their respective maps:
3 General Multi-Family
7 Riparian Areas
11 Wildlife Corridor

- (d) Adding to Map 3, Parks, Trails and Open Space, an extension of Hector Greenway and new east-west neighbourhood trail shown in red line in Schedule "2", which is attached to and forms part of this bylaw, as "Off-Street Trails (existing and proposed)"
 - (e) Adding to Map 5, Road Network, an extension of Hector Road shown in bright blue line in Schedule "4", which is attached to and forms part of this bylaw, as "Minor Collector"
 - (f) Adding to Map 7, Bicycle Network, an extension of Hector Road shown in bright green line in Schedule "5", which is attached to and forms part of this bylaw, as "Proposed Major Bike Route"
- (3) Comox Official Community Plan Bylaw 1685 is further amended by making such consequential changes as are required to reflect the foregoing amendments, including, without limitation, changes in the numbering and order of the sections of the bylaw.

3. Repeal Comox Valley Regional District OCP Bylaw

- (1) Rural Comox Valley Official Community Plan Bylaw No. 337, 2014 (as at September 19, 2016), is hereby amended by replacing section 1(3) in its entirety with the following text:
- This bylaw applies to all lands as noted in section 1(1) except in relation to those properties legally described as:
- (a) PID 023-020-113, Lot 1 District Lot 170 Comox District Plan VIP60685 Except Plan EPP118279; and
 - (b) PID 003-856-704, Lot A, District Lot 170, Comox District Plan 18002
- (2) Rural Comox Valley Official Community Plan Bylaw No. 337, 2014 (as at September 19, 2016) is further amended by making such consequential changes as are required to reflect the foregoing amendments, including, without limitation, changes in the numbering and order of the sections of the bylaw.

4. Adoption

- | | | |
|-----|-------------------------------|-----------------------------------|
| (1) | READ A FIRST time this | 5 th day of June, 2024 |
| (2) | READ A SECOND time this | 5 th day of June, 2024 |
| (3) | ADVERTISED A FIRST time this | day of , 2024 |
| (4) | ADVERTISED A SECOND time this | day of , 2024 |
| (5) | PUBLIC HEARING HELD this | day of , 2024 |
| (6) | READ A THIRD time this | day of , 2024 |
| (7) | ADOPTED this | day of , 2024 |

Mayor

Chief Administrative Officer

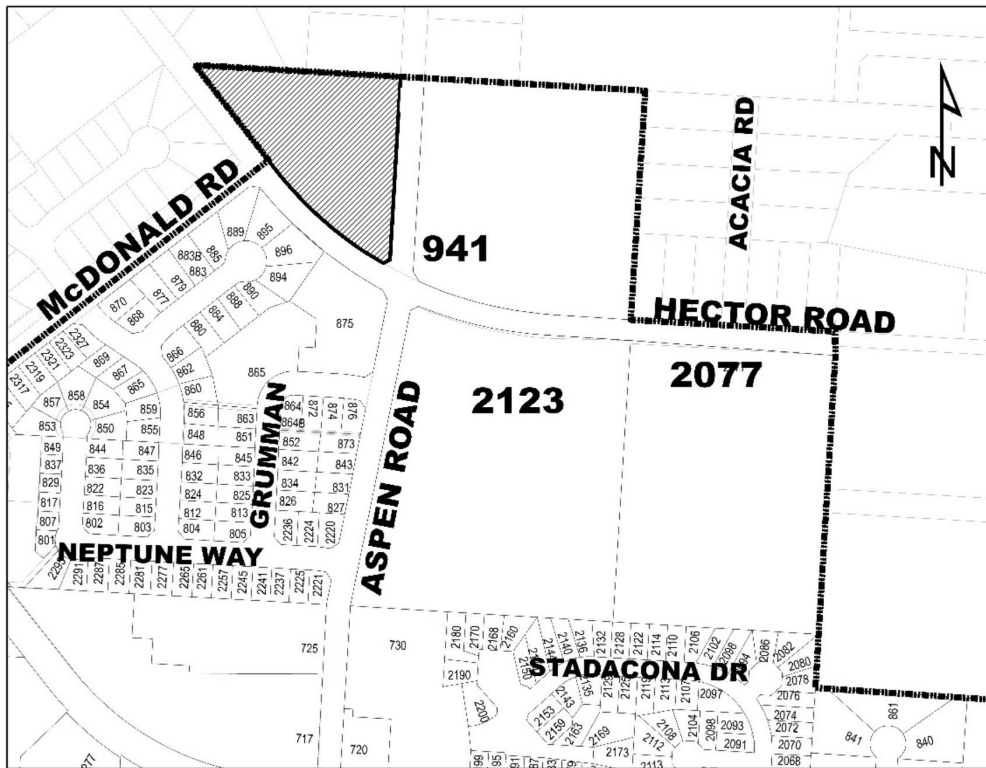
BYLAW 1685.11

SCHEDULE "1A"

941 Aspen Road (Aspen-West)

PID 023-020-113

Lot 1 DL 170 Comox District Plan VIP60685 Except Plan EPP118279



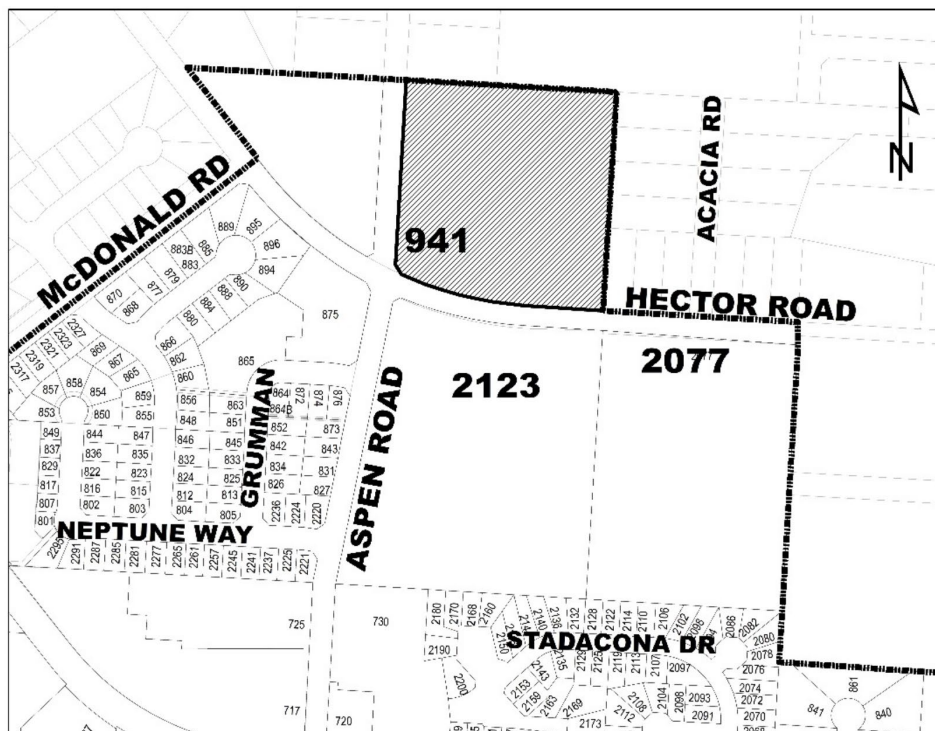
BYLAW 1685.11

SCHEDULE "1B"

941 Aspen Road (Aspen-East)

PID 023-020-113

Lot 1 DL 170 Comox District Plan VIP60685 Except Plan EPP118279



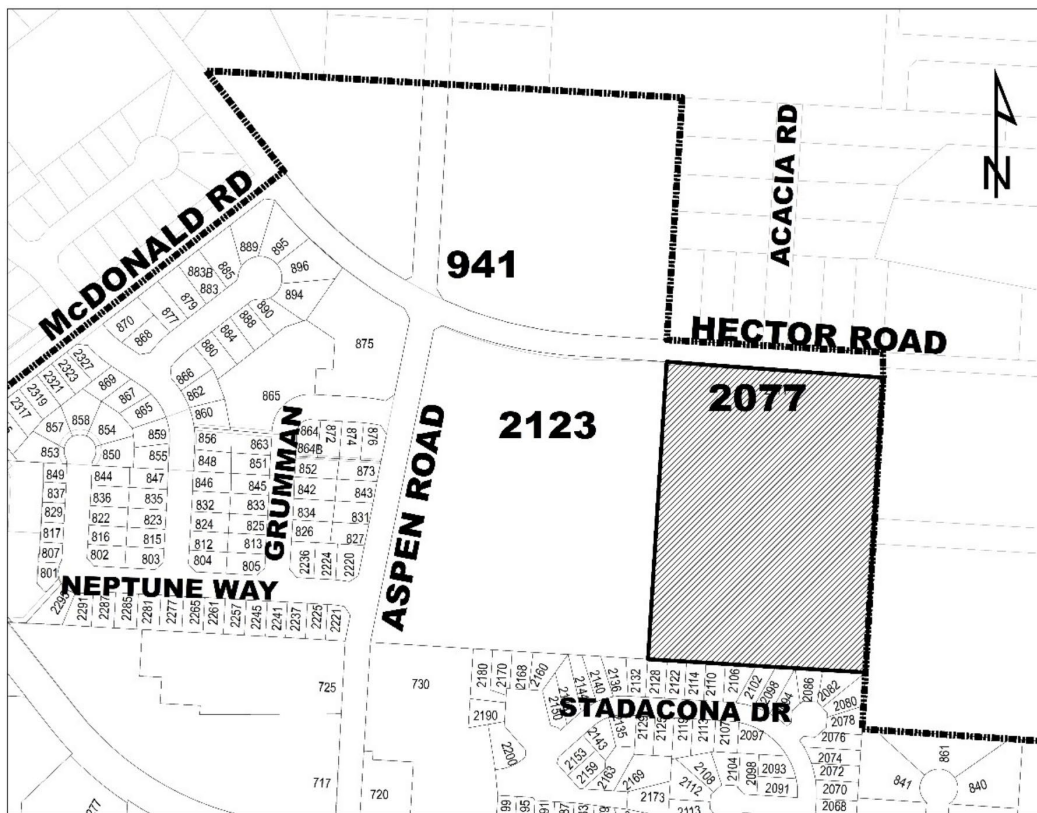
BYLAW 1685.11

SCHEDULE "1C"

2077 Hector Road

PID 003-856-704

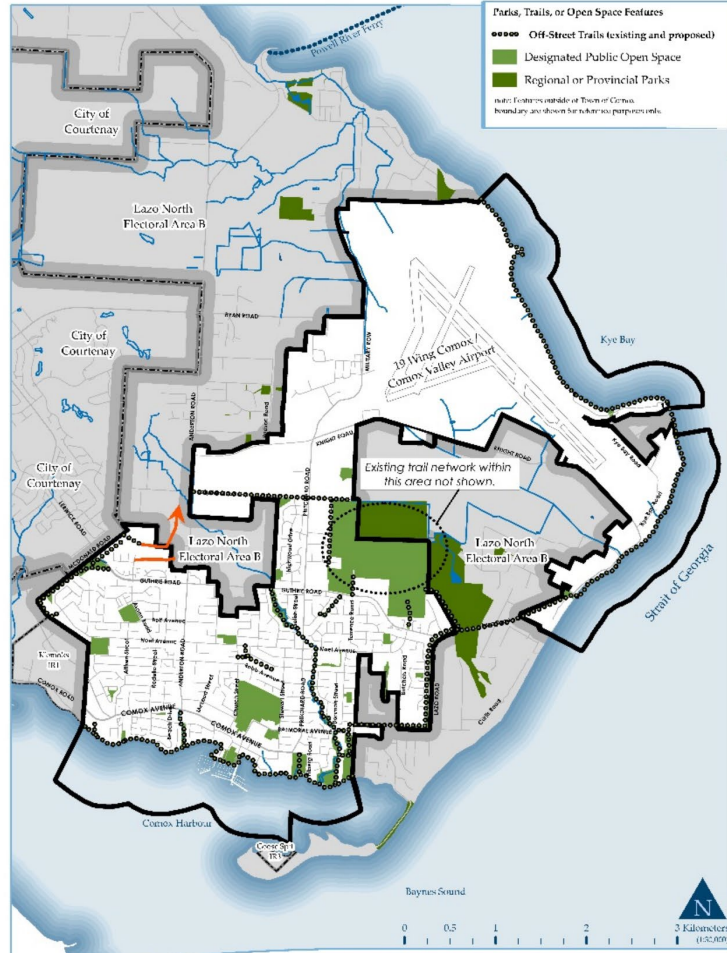
Lot A, DL 170, Comox District, Plan 18002



BYLAW 1685.11

SCHEDULE "2"

OFF-STREET TRAILS (EXISTING AND PROPOSED)



**MAP 3
 Parks, Trails, and Open Space**

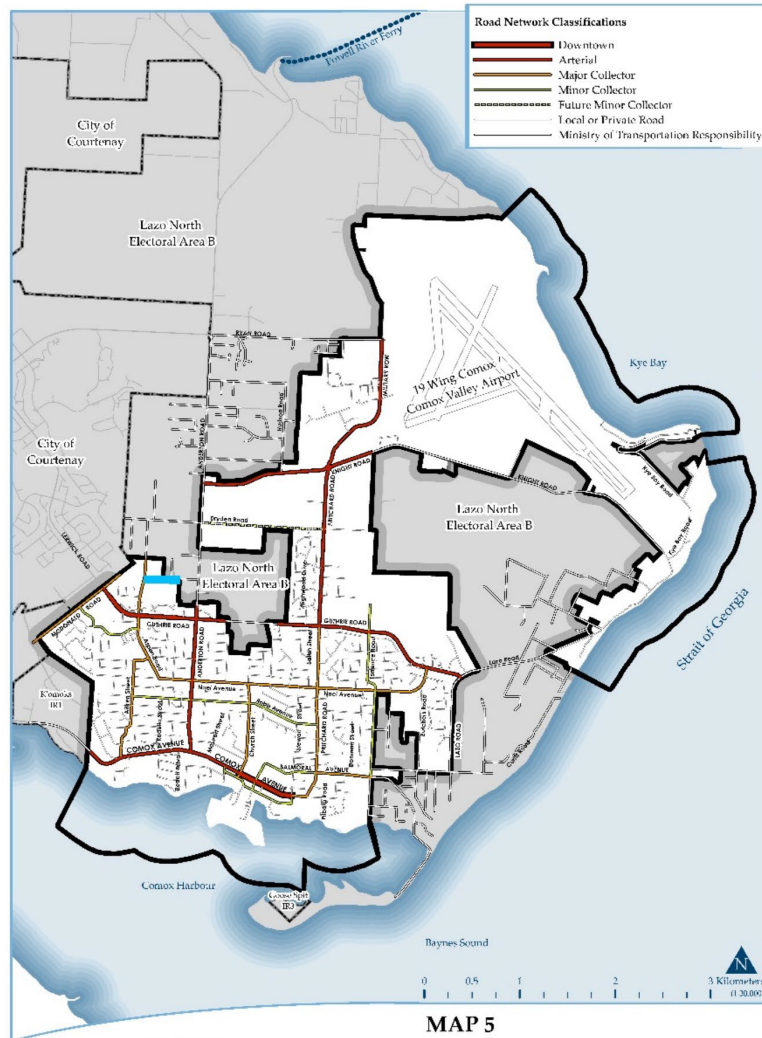


June 2011,
 Bylaw #1771, May 7, 2014
 Bylaw #1954, February 17, 2021
 map provided by the Arlington Group for the Town of Comox
 data provided by:
 Town of Comox, Comox Valley Regional District, Province of British Columbia,
 Department of Natural Resources Canada © All rights reserved
 W115 (06/04/06) Tree Stewardship Program 2009
 BC Natural and Community Mapping Network

BYLAW 1685.11

SCHEDULE "3"

MINOR COLLECTOR



MAP 5
Road Network

July, 2011
 Bylaw # 1954, February 17, 2021

map created by the Arlington Group and Town of Comox

data provided by:
 Town of Comox, Comox Valley Regional District, Province of British Columbia,
 Department of Natural Resources Canada © All rights reserved

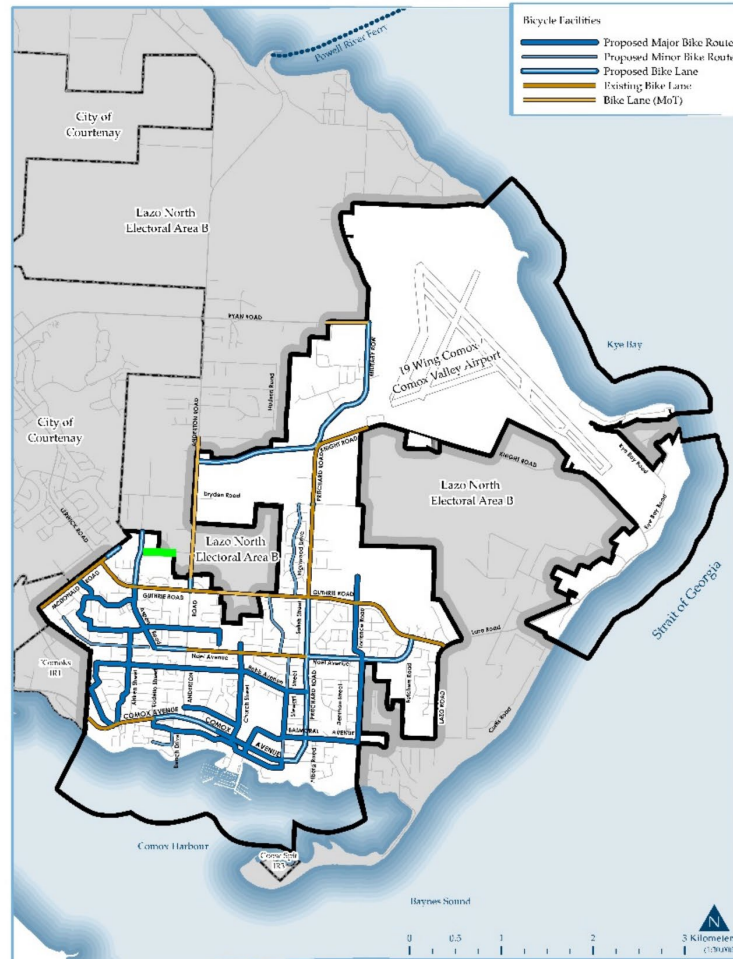
MAP 5: ROAD NETWORK



BYLAW 1685.11

SCHEDULE "4"

PROPOSED MAJOR BIKE ROUTE



MAP 7
Bicycle Network

July, 2011
Bylaw # 1954, February 17, 2021

map created by the Arlington Group and Town of Comox

data provided by:
Town of Comox, Comox Valley Regional District, Province of British Columbia,
Department of Natural Resources Canada © All rights reserved

MAP 7: BICYCLE NETWORK

**TOWN OF COMOX
BYLAW 1850.46**

A BYLAW TO AMEND COMOX ZONING BYLAW 1850

WHEREAS Council has the authority under the provisions of the *Local Government Act* to amend the Zoning Bylaw;

NOW THEREFORE the Council of the Town of Comox, in open meeting assembled, enacts as follows:

1. Title

This bylaw may be cited for all purposes as the “Comox Zoning Amendment Bylaw 1850.46”

2. Amendments

Comox Zoning Bylaw 1850 is hereby amended as follows:

A. Section 2.7(2) Penalties is amended by adding the following:

Column 1	Column 2	Column 3
Offence	Bylaw Section	Fine Amount
Unlawful use – RM6.1 zone	211.1	\$250.00
Failure to comply with conditions – RM6.1 zone	211.2	\$250.00
Unlawful projection into setback – RM6.1 zone	211.9	\$250.00
Unlawful accessory buildings – RM6.1 zone	211.11	\$250.00
Unlawful use – RM6.2 zone	212.1	\$250.00
Failure to comply with conditions – RM6.2 zone	212.2	\$250.00
Unlawful projection into setback – RM6.2 zone	212.9	\$250.00
Unlawful projections into storey differentials – RM6.2 zone	212.11	\$250.00
Unlawful accessory buildings – RM6.2 zone	212.12	\$250.00
Unlawful use – C7.1 zone	310.1	\$250.00
Failure to comply with conditions – C7.1 zone	310.2	\$250.00
Unlawful projection into setback – C7.1 zone	310.9	\$250.00
Unlawful projections into storey differentials – C7.1 zone	310.11	\$250.00
Unlawful accessory buildings – C7.1 zone	310.12	\$250.00

B. Section 3.2, Definitions, is amended by

(1) Adding alphabetically the following text:

Greenway

A street or portion thereof that is:

- (a) 6.0 metres or more in width, restricted to pedestrian or bicycle use, or
- (b) used for stormwater retention or detention pond maintenance access.

(2) Replacing the following text:

i. **Exterior Side Lot line**

A lot line other than a front or rear lot line, which abuts a street; does not include a lot line which abuts a lane.

with

Exterior Side Lot line

A lot line other than a front or rear lot line, which abuts a street; does not include a lot line which abuts a lane or greenway.

ii. **Exterior Side Yard**

A side yard which abuts a street other than a lane

With

Exterior Side Yard

A side yard which abuts a street other than a lane or greenway.

iii. **Front Lot Line**

A lot line common to a parcel and a street other than a lane. Where a parcel abuts two or more streets, only the street with the shortest length along the parcel shall be used to determine front lot lines. Where a parcel does not abut a street, lot lines from which common vehicle access is provided shall be deemed to be common to a street. Notwithstanding the above, for parcels next to the sea, *front lot line* is defined as a lot line next to the sea.

With

Front Lot Line

A lot line common to a parcel and a street other than a lane or greenway. Where a parcel abuts two or more streets, only the street with the shortest length along the parcel shall be used to determine front lot lines. Where a parcel does not abut a street, lot lines from which common vehicle access is provided shall be deemed to be common to a street. Notwithstanding the above, for parcels next to the sea, *front lot line* is defined as a lot line next to the sea.

C. Section 4.1 Classification of Zones is amended by:

(1) adding the following text under the Multi-Family Residential Zones heading:

RM 6.1 Apartment;
RM 6.2 Apartment and Townhouse

(2) adding the following text under the Commercial Zones heading:

C 7.1 Commercial – Residential

D. Section 5 General regulations is amended by:

Adding as Section 5.3(5) the following text:

In RM6.1; RM6.2 and C7.1 zones, no fences are permitted within a front and exterior side yard, as shown in Figure 5-2.

E. Section 5.12 Projections into Required Setbacks is amended by adding as subsection 5(14) the following text:

In the RM6.1; RM6.2 and C7.1 zones,

- a) awnings, canopies, cornices, eaves, gutters, leaders, ornamental features, pilasters, sills, or sunshades may project up to 0.6 m into a required setback or required storey differential;
- b) decks, patios, stairs, and landings less than 0.6 m above immediately adjacent finished grade, may project up to 1.5 metres into a required setback; and
- c) balconies may project up to 1.0 metre into a required setback or required storey differential.

- F. Section 7, Class I and Class II Bicycle Parking Spaces is amended by replacing Section 7.3 with the following text:

Required Bicycle Parking Spaces for Downtown and RM6.1; RM6.2 and C7.1 zones

The following applies to all lands shown shaded in Appendix "S" and all lands zoned RM6.1; RM6.2 and C7.1:

- (1) Class I and Class II bicycle parking spaces shall be provided in accordance with the requirements in Sections 7.6(1) and 7.8(1). In the case of a use not specifically mentioned, the required Class I and Class II bicycle parking spaces shall be the same as for the most comparable use.
- (2) At the option of the owner or occupier of a parcel, structure, or part thereof, rather than provide the Class I bicycle parking spaces in accordance with Section 7.3(1), the owner or occupier may pay to the Town the sum of \$2,000.00 for each bicycle parking space not provided.
- (3) The monies referred to in Section 7.3(2) are payable in accordance with the provisions of the *Local Government Act* of British Columbia, for the purpose of providing transportation infrastructure that supports walking, bicycling, public transit or other alternative forms of transportation.
- (4) Transportation infrastructure provided under Section 7.3(3) shall not be available on a reserved or dedicated basis.

- G. Schedule "A" is amended by

- i. adding as Section 211 the RM 6.1 Apartment zone, as shown in Schedule "1A", which is attached to and forms part of this Bylaw;
- ii. adding as Section 212 the RM 6.2 Apartment and Townhouse zone, as shown in Schedule "1B", which is attached to and forms part of this Bylaw;
- iii. adding as Section 310 the C 7.1 Commercial – residential zone, as shown in Schedule "1C", which is attached to and forms part of this Bylaw;

- H. Schedule "B" (the Zoning Map) is amended by rezoning

- i. The Western portion of the property legally described as **Lot 1 District Lot 170 Comox District Plan VIP60685 Except Plan EPP118279** (941 Aspen West), shown shaded on **Schedule "2A"** which is attached to and forms part of this Bylaw,

from Country Residential CR-1
to RM 6.1 Apartment zone

- ii. The Eastern portion of the property legally described as **Lot 1 District Lot 170 Comox District Plan VIP60685 Except Plan EPP118279** (941 Aspen East), shown shaded on **Schedule “2B”** which is attached to and forms part of this Bylaw,

from Country Residential CR-1
to C 7.1 Commercial – Residential zone; and
 - iii. That property legally described **Lot A, District Lot 170, Comox District Plan 18002** (2077 Hector), shown shaded on **Schedule “2C”** which is attached to and forms part of this Bylaw,

from Country Residential CR-1
to RM 6.2 Apartment and Townhouse zone
- I. Comox Zoning Bylaw 1850 is further amended by making such consequential changes as are required to reflect the foregoing amendments, including without limitation changes in the numbering and order of the sections of the bylaw.

3. Repeal CVRD Zoning Bylaw

- (1) Section Two, subsection (1) of Comox Valley Zoning Bylaw, 2005 (as at September 19, 2016) is hereby amended by inserting, immediately after the text "This bylaw shall be applicable to Electoral Areas 'A', 'B' and 'C' (Comox Valley) of the Regional District of Comox-Strathcona" the following text:

with the exception of the properties legally described as
Lot 1 District Lot 170 Comox District Plan VIP60685 Except Plan EPP118279;
Lot A, District Lot 170, Comox District Plan 18002

- (2) Comox Valley Zoning Bylaw, 2005 (as at September 19, 2016) is further amended by making such consequential changes as are required to reflect the foregoing amendments, including, without limitation, changes in the numbering and order of the sections of the bylaw.

4. Repeal CVRD Floodplain Management Bylaw

- (1) Part B, Section 1, Bylaw No. 2782, being the "Floodplain Management Bylaw, 2005" (as at September 19, 2016), is hereby amended by inserting, immediately after the text "this bylaw shall be applicable to all electoral areas within the Regional District of Comox Strathcona with the exception of":

the properties legally described as
Lot 1 District Lot 170 Comox District Plan VIP60685 Except Plan EPP118279;
Lot A, District Lot 170, Comox District Plan 18002

- (2) Bylaw No. 2782, being the “Floodplain Management Bylaw, 2005” (as at September 19, 2016) is further amended by making such consequential changes as are required to reflect the foregoing amendments, including, without limitation, changes in the numbering and order of the sections of the bylaw

3. Adoption

- (1) READ A FIRST time this 5th day of June , 2024
- (2) READ A SECOND time as amended this 4th day of July , 2024
- (3) ADVERTISED A FIRST time this ___ day of _____, 2024
- (4) ADVERTISED A SECOND time this ___ day of _____, 2024
- (5) PUBLIC HEARING HELD this ___ day of _____, 2024
- (6) READ A THIRD time this ___ day of _____, 2024
- (7) ADOPTED this ___ day of _____, 2024

Mayor

Corporate Officer

BYLAW 1850.46

SCHEDULE "1A"

211. RM 6.1 APARTMENT

211.1 Permitted Uses:

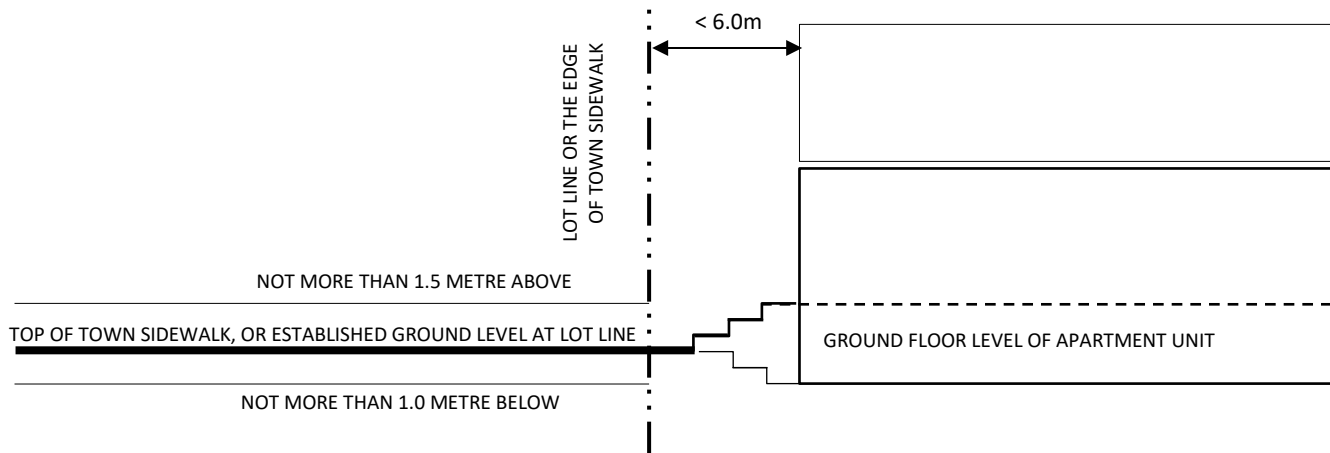
In the RM 6.1 zone, the following uses are permitted, and all other uses are prohibited:

- (1) Accessory structures and uses, excluding:
 - (i) Buildings other than those used for dwelling unit accessory or child care facility uses; and
 - (ii) Outside storage
- (2) Apartment dwellings
- (3) Child care facilities
- (4) Home occupations
- (5) Townhouse dwellings

211.2 Conditions of Use:

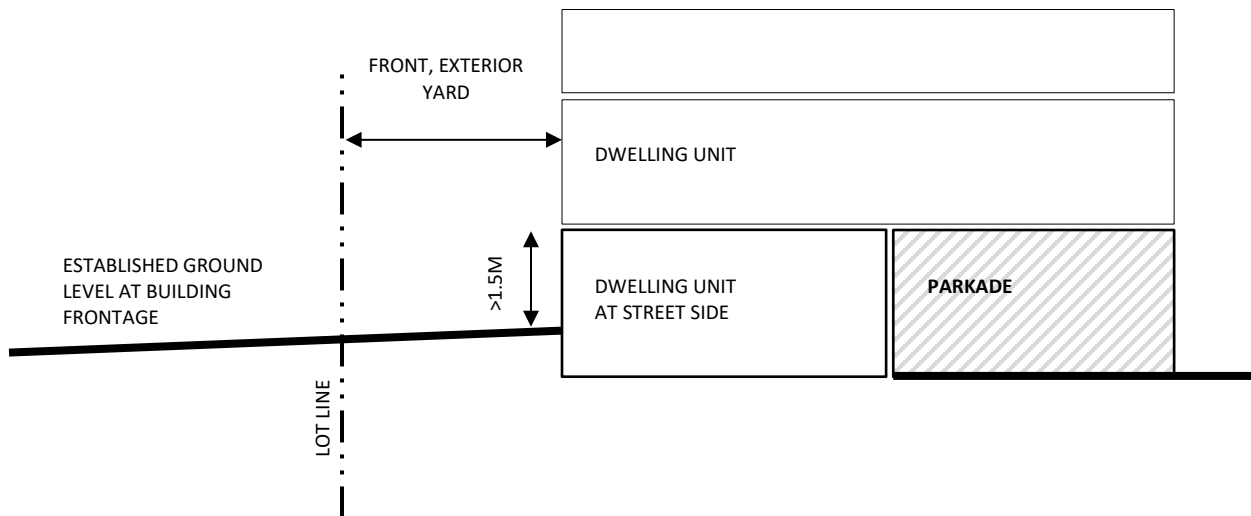
- (1) All permitted uses shall be located within a portion of a building, completely enclosed by exterior walls, except for landscape material, childcare facilities, accessory structures and accessory uses.
- (2) Child care facilities shall be located on the ground floor of an apartment building or accessory building.
- (3) Townhouse dwelling units shall:
 - (a) only be located within an apartment building;
 - (b) not be located above or below another townhouse dwelling unit; and
 - (c) not be located above a second storey of an apartment building.
- (4) Not less than 25% of all dwellings units on a parcel shall include 2 or more bedrooms. Where the calculation of 25% of dwelling units results in a fractional number, the nearest whole number shall be used.
- (5) Apartment and townhouse dwelling units shall:
 - (a) have a ground floor located not more than 1.5 metres above or 1.0 metre below the top of an adjacent Town sidewalk in accordance with Figure 211-1 when located along a front or exterior side yard, and in the absence of a Town sidewalk, as measured from established ground level at the front or exterior side lot line; and
 - (b) section 211.2(5)(a) does not apply to dwelling units located 6.0 metres or more from an edge of a Town sidewalk, and in the absence of a Town sidewalk, from a front or exterior side lot line.

Figure 211-1.



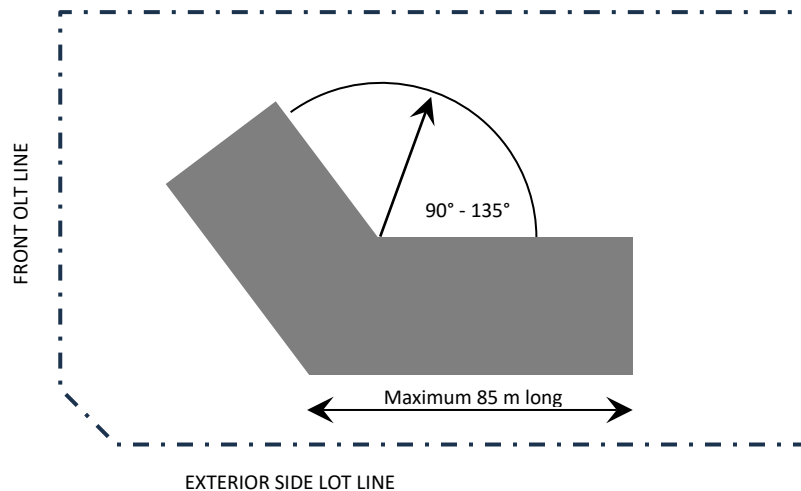
- (6) Along a front or exterior side yard, parking located within a building at or more than 1.50 metres above the established ground level shall be screened from the street by dwelling units in accordance with Figure 211-2.

Figure 211-2.



- (7) Residential building length shall:
 - (a) not exceed 85 metres in length, including projections; and
 - (b) where a directional turn of 90⁰ to 135⁰ degrees is provided; no section of a residential building shall exceed 85 metres in length, as shown in Figure 211-3.

Figure 211-3.



- (8) Garbage and recycling storage, and accessory uses such as dog runs and community gardens shall not be located within front or exterior side yard.

211.3 Density:

- (1) Density shall not be less than 55 units per hectare;
- (2) Density shall not exceed 80 units per hectare;
- (3) Notwithstanding 211.3(2), where not less than 40 % of total on-site parking is provided underground or within a residential building footprint, density shall not exceed 150 units per hectare; and
- (4) Notwithstanding 211.3(2), where in excess of 80 % of total on-site parking is underground parking or provided within a building footprint – density N/A.

211.4 Parcel Area:

Parcel area shall not be less than 3,500 square metres.

211.5 Parcel Frontage:

Parcel frontage shall not be less than 50.0 metres.

211.6 Parcel Depth:

Parcel depth shall not be less than 50.0 metres.

211.7 Parcel Coverage:

- (1) Parcel coverage shall not exceed 40%; and
- (2) Parcel coverage including parking areas, loading areas and driveways that are open sided and roofless shall not exceed 75%.

211.8 Height and Storeys:

Height shall not exceed:

- (1) 24.0 m for buildings up to 6 storeys;
- (2) 20.0 m for buildings up to 5 storeys;
- (3) 16.0 m for buildings up to 4 storeys; and
- (4) 12.0 m for buildings up to 3 storeys.

211.9 Required Setbacks

(1) Front

- (a) For 9.0 metres as measured parallel to and at the front setback – Front setback shall not be less than 9.0 metres in accordance with Figure 211- 4;
- (b) Additional 211.9(1)(a) setback area shall be provided for every 100 metres of front lot line length, excluding lot lines that form a corner cut-off or are within 6.0 metres of the intersection of two streets, other than a lane; and minimum spacing between the multiple 9.0 metres setback areas shall be 20.0 metres;
- (c) All other situations – Front setback shall not be less than 3.0 metres.

(2) Rear

- (a) Rear setback shall not be less than 9.0 metres; and
- (b) Notwithstanding 211.9(2)(a), for building elevations measuring 25.0 metres or less in width along the rear yard – Rear setback shall not be less than 5.0 metres, in accordance with Figure 211- 5.

(3) Side -interior

- (a) Interior side setback shall not be less than 9.0 metres; and
- (b) Notwithstanding 211.9(3)(a), for building elevations measuring 25.0 metres or less in width along the interior side yard – Interior side setback shall not be less than 5.0 metres, in accordance with Figure 211- 5.

(4) Side - exterior

- (a) For 9.0 metres as measured parallel to and at the exterior side setback – Exterior side setback shall not be less than 9.0 metres in accordance with Figure 211- 4;
- (b) Additional 211.9(4)(a) setback area shall be provided for every 100 metres of exterior side lot line length, excluding lot lines that form a corner cut-off or are within 6.0 metres of the intersection of two streets, other than a lane; and minimum spacing between the multiple 9.0 metres setback areas shall be 20.0 metres;
- (c) All other situations – Exterior side setback shall not be less than 3.0 metres.

Figure 211-4.

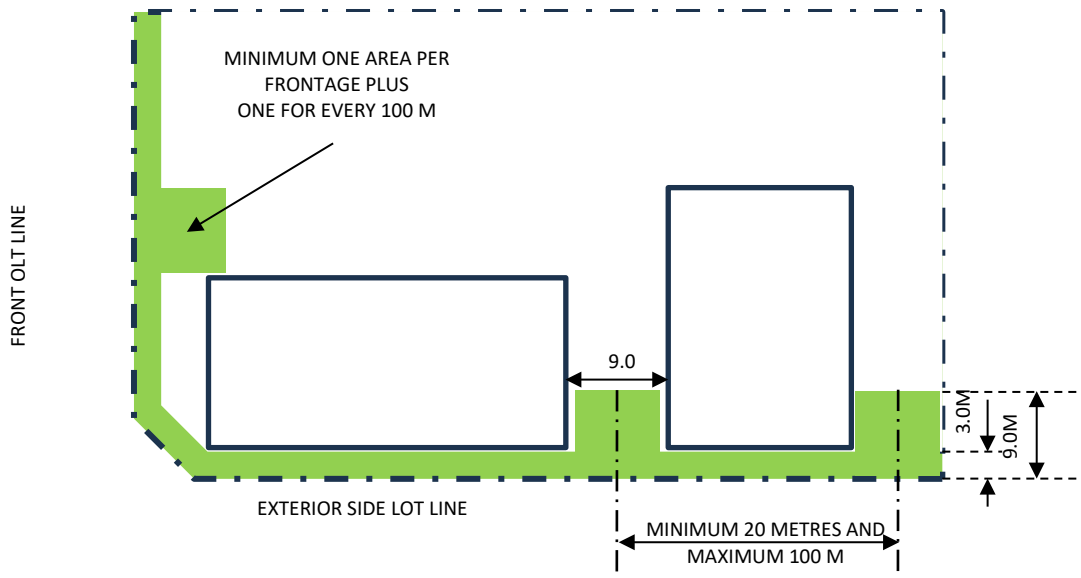
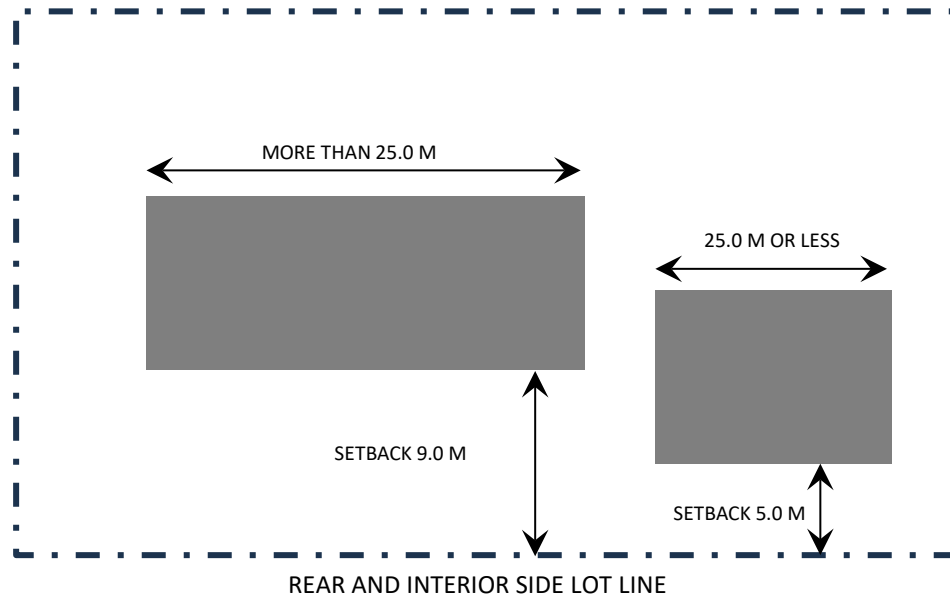


Figure 211-5



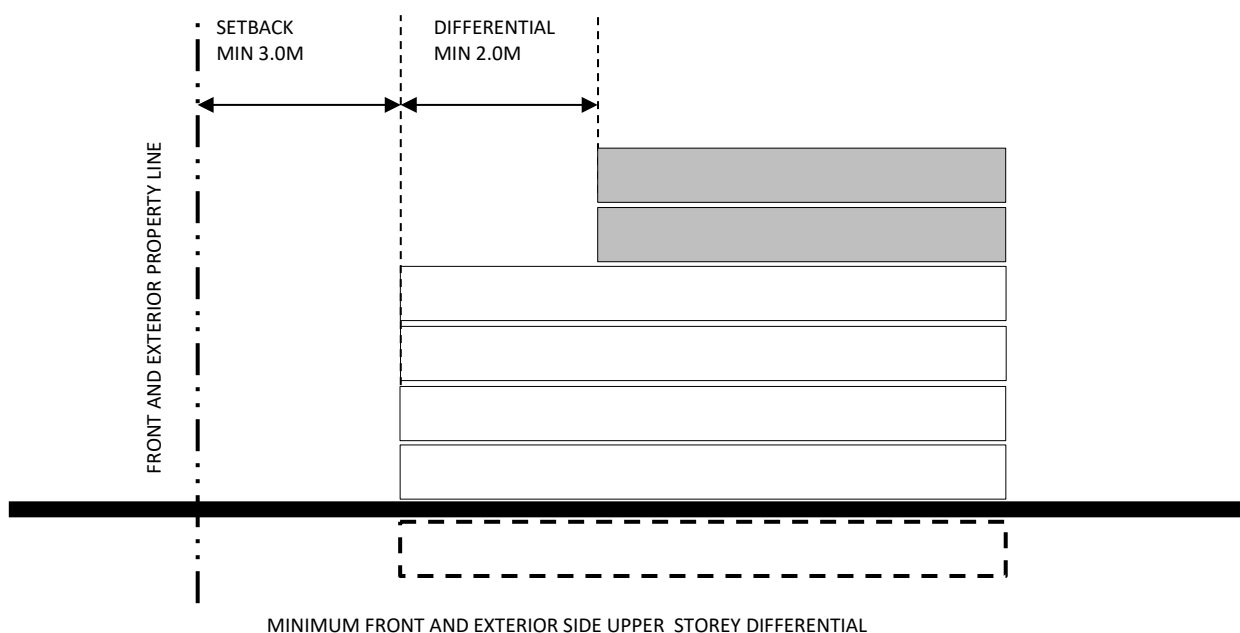
- (5) Notwithstanding sections 211.9 (1) to (4), where a parcel abuts a greenway that is not less than 10.0 metres in width, the setback from a lot line abutting a greenway shall be not less than 5.0 metres.

- (6) Notwithstanding section 211.9, building setback from any lot lines shared with the Agricultural Land Reserve shall be not less than 15.0 metres.

211.10 Required Storey Differentials

For buildings over 4 storeys in height, along a front and exterior side elevations, at the 5th and 6th storeys, a minimum differential setback of 2.0 metres shall be provided from the storeys below, in accordance with Figure 211 – 7

Figure 211-7.



211.11 Accessory Buildings and Structures

Accessory Buildings shall:

- (1) Not be located within front or exterior side yard;
- (2) have a parcel coverage not exceeding 5%;
- (3) Not exceed 9.0 metres and 2 storeys in height, for accessory buildings used for multi-family amenity and recreation; and
- (4) Not exceed 4.5 metres in height, for other accessory buildings.

211.12 Screening

- (1) Along a front or exterior side yard, parking located within a building more than 0.6 metres but less than 1.50 metres above finished grade at building frontage shall be screened from streets by vegetation and landscaping.
- (2) The following shall be screened in accordance with Section 8:
 - (a) Off-street parking and loading areas;
 - (b) Above ground utility boxes and utility transformers;
 - (c) Garbage or recycling compounds and collection areas, unless enclosed in a building;
 - (d) RM6.1 zoned parcels from abutting Residential zoned parcels; and
 - (e) Parcels abutting land within the Agricultural Land Reserve, in accordance with specifications in Appendix B1.

211.13 Off-Street Vehicle Parking and Loading

- (1) Off-street vehicles parking and loading shall be provided in accordance with Section 6;
- (2) No more than one driveway per street frontage shall be permitted on a parcel;
- (3) Internal driveways shall not exceed 6.0 metres in width.

211.14 Off-Street Bicycle Parking

- (1) Off-street parking for bicycles shall be provided in accordance with Section 7; and
- (2) Notwithstanding Section 7, Class II bicycle rooms may be provided within individual storage units located on either the ground level or underground parkade level of an apartment building with direct access to the outdoors.

211.15 Other Requirements:

- (1) Overhead wiring shall not be permitted on a parcel. All new services on a parcel shall be placed underground.
- (2) Unoccupied open spaces shall be fully and suitably landscaped with landscape material; this does not include environmentally sensitive areas and required buffers where native planting is to be left undisturbed, including watercourse setbacks as specified in Section 5.19.
- (3) All buildings shall conform to Section 5.19, Watercourse Regulations.

BYLAW 1850.46

SCHEDULE "1B"

212. RM 6.2 APARTMENT AND TOWNHOUSE

212.1 Permitted Uses:

In the RM 6.2 zone, the following uses are permitted, and all other uses are prohibited:

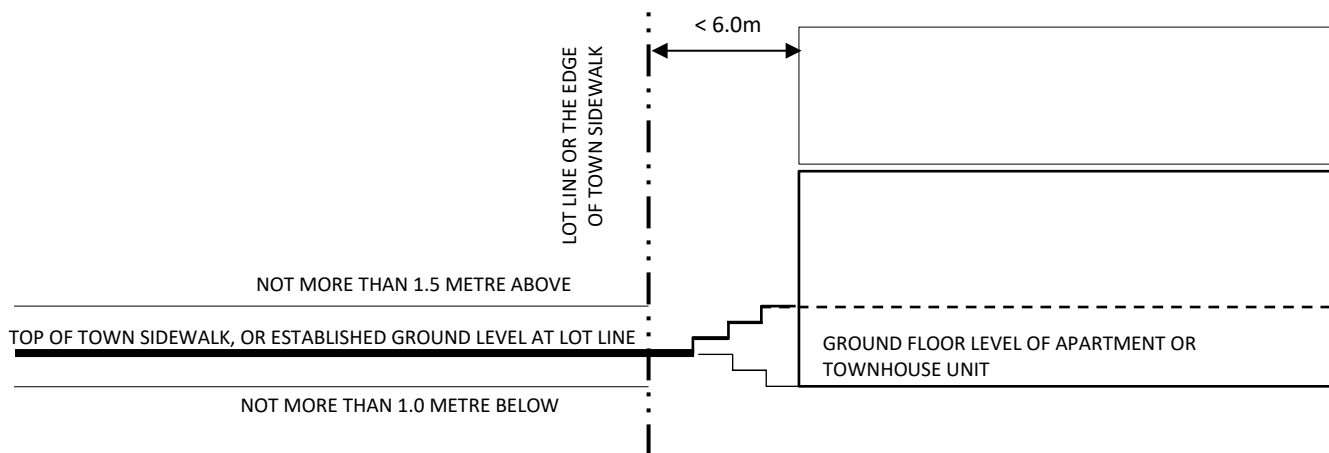
- (1) Accessory structures and uses, excluding:
 - (i) Buildings other than those used for dwelling unit accessory or child care facility uses; and
 - (ii) Outside storage
- (2) Apartment dwellings
- (3) Child care facilities
- (4) Home occupations
- (5) Townhouse dwellings
- (6) Two-family dwellings

212.2 Conditions of Use:

- (1) All permitted uses shall be located within a portion of a building, completely enclosed by exterior walls, except for landscape material, childcare facilities, accessory structures and accessory uses.
- (2) Child care facilities shall be located on the ground floor of an apartment building or accessory building.
- (3) The combined number of two-family and townhouse dwelling units on a parcel shall not exceed 20% of all dwelling units on the parcel. Where the calculation of 20% dwelling units results in a fractional number, the nearest whole number shall be used.
- (4) Not less than 25% of all dwellings units on a parcel shall include 2 or more bedrooms. Where the calculation of 25% of dwelling units results in a fractional number, the nearest whole number shall be used.
- (5) Townhouse dwelling units may be located within an apartment building;
- (6) Townhouse dwelling units located within an apartment building shall:
 - (a) not be located above or below another townhouse dwelling unit; and
 - (b) not be located above a second storey of an apartment building.
- (7) Apartment, townhouse and two-family dwelling units shall:
 - (a) have a ground floor located not more than 1.5 metres above or 1.0 metre below the top of an adjacent Town sidewalk in accordance with Figure 212-1 when located along a front or exterior side yard, and in the absence of a Town sidewalk, as measured from established ground level at the front or exterior side lot line; and

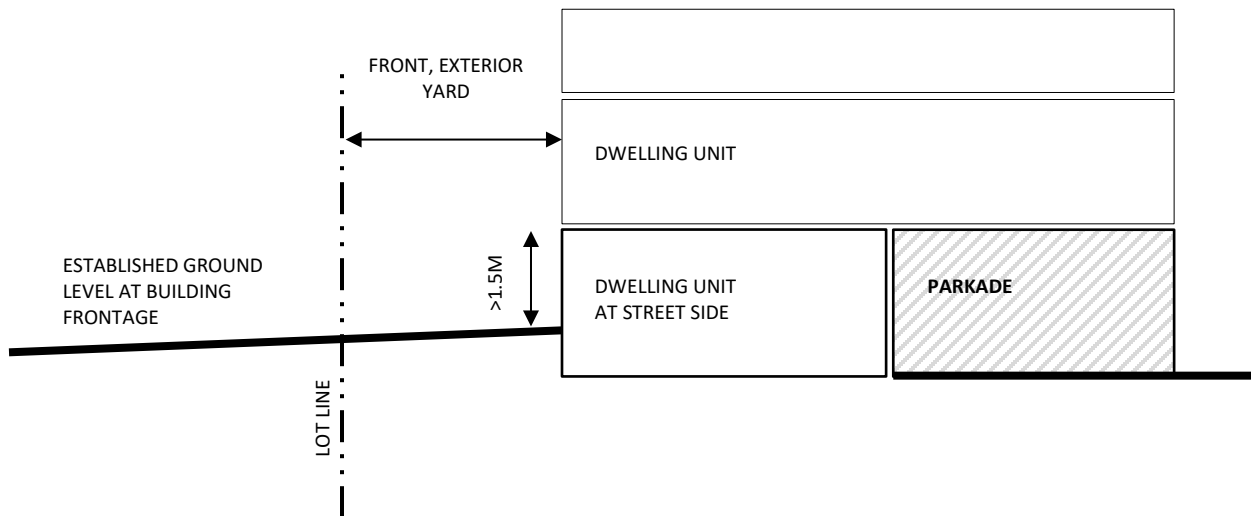
- (b) section 212.2(7)(a) does not apply to dwelling units located 6.0 metres or more from an edge of a Town sidewalk, and in the absence of a Town sidewalk, from a front or exterior side lot line.

Figure 212-1.



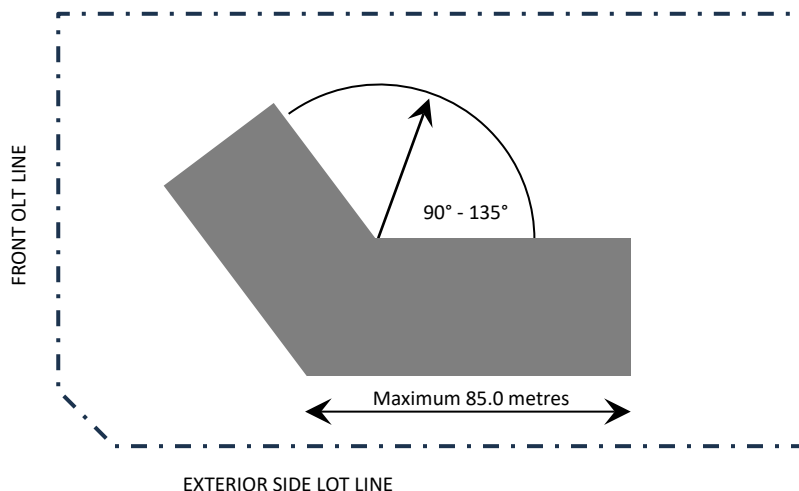
- (8) Along a front or exterior side yard, parking located within a building at or more than 1.50 metres above the established ground level shall be screened from the street by dwelling units in accordance with Figure 212-2.

Figure 212-2.



- (9) Residential building length shall:
- (a) not exceed 85.0 metres in length, including projections; and
 - (b) where a directional turn of 90° to 135° degrees is provided; no section of a residential building shall exceed 85.0 metres in length, as shown in Figure 212-3.

Figure 212-3.



- (10) Garbage and recycling storage, and accessory uses such as dog runs and community gardens shall not be located within front or exterior side yard.

212.3 Density:

- (1) Density shall not be less than 55 units per hectare;
- (2) Density shall not exceed 80 units per hectare;
- (3) Notwithstanding 212.3(2), where not less than 40 % of total on-site parking is provided underground or within a residential building footprint, density shall not exceed 150 units per hectare; and
- (4) Notwithstanding 212.3(2), where in excess of 80 % of total on-site parking is underground parking or provided within a building footprint – density N/A.

212.4 Parcel Area:

Parcel area shall not be less than 3,500 square metres.

212.5 Parcel Frontage:

Parcel frontage shall not be less than 50.0 metres.

212.6 Parcel Depth:

Parcel depth shall not be less than 50.0 metres.

211.8 Parcel Coverage:

- (1) Parcel coverage shall not exceed 40%; and
- (2) Parcel coverage including parking areas, loading areas and driveways that are open sided and roofless shall not exceed 75%.

211.9 Height and Storeys:

- (1) Apartment building height shall not exceed:
 - (a) 24.0 m for buildings up to 6 storeys;
 - (b) 20.0 m for buildings up to 5 storeys;
 - (c) 16.0 m for buildings up to 4 storeys; and
 - (d) 12.0 m for buildings up to 3 storeys.
- (2) Townhouse and two-family dwelling building height shall not exceed 12.0 metres and 3 storeys.

212.9 Required Setbacks

- (1) Front
 - (d) For 9.0 metres as measured parallel to and at the front setback – Front setback shall not be less than 9.0 metres in accordance with Figure 212- 4;
 - (e) Additional 212.9(1)(a) setback area shall be provided for every 100 metres of front lot line length, excluding lot lines that form a corner cut-off or are within 6.0 metres of the intersection of two streets, other than a lane; and minimum spacing between the multiple 9.0 metres setback areas shall be 20.0 metres;
 - (f) All other situations – Front setback shall not be less than 3.0 metres.
- (2) Rear
 - (c) Rear setback shall not be less than 9.0 metres; and
 - (d) Notwithstanding 212.9(2)(a), for buildings under 3 storeys high containing only two-family and townhouse dwellings; and for apartments buildings' elevations measuring 25.0 metres or less in width along the rear yard – Rear setback shall not be less than 5.0 metres, in accordance with Figure 212- 5.
- (3) Side-interior
 - (c) Interior side setback shall not be less than 9.0 metres; and
 - (d) Notwithstanding 212.9(3)(a), for buildings under 3 storeys high containing only two-family and townhouse dwellings; and for apartments buildings' elevations measuring 25.0 metres or less in width along the interior side yard – Interior side setback shall not be less than 5.0 metres, in accordance with Figure 212- 5.
- (4) Side- exterior
 - (d) For 9.0 metres as measured parallel to and at the exterior side setback – Exterior side setback shall not be less than 9.0 metres in accordance with Figure 212- 4;
 - (e) Additional 212.9(4)(a) setback area shall be provided for every 100 metres of exterior side lot line length, excluding lot lines that form a corner cut-off or are within 6.0 metres of the intersection of two streets, other than a lane; and

- minimum spacing between the multiple 9.0 metres setback areas shall be 20.0 metres;
- (f) All other situations – Exterior side setback shall not be less than 3.0 metres.

Figure 212-4.

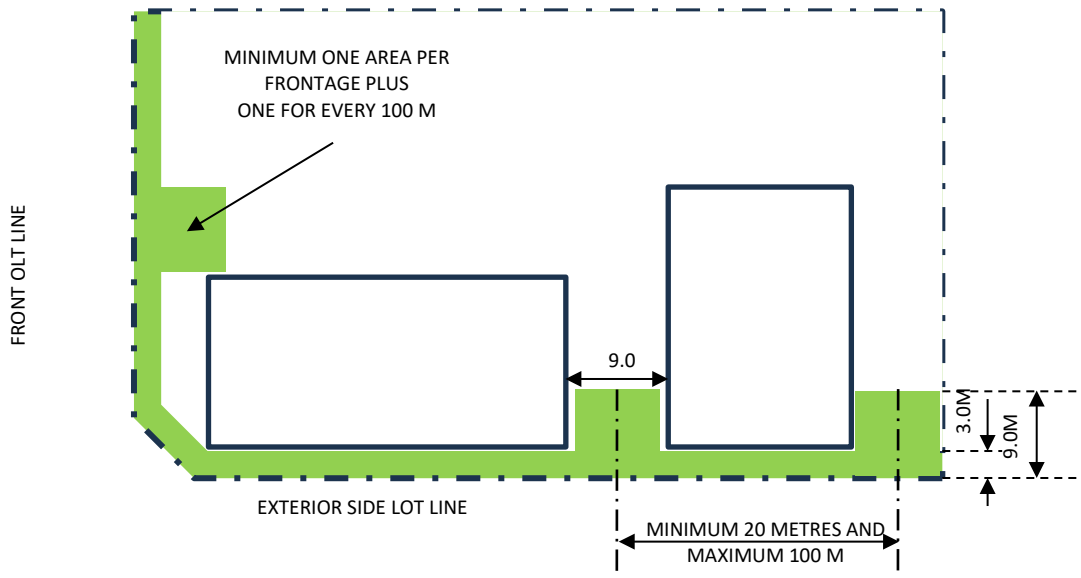
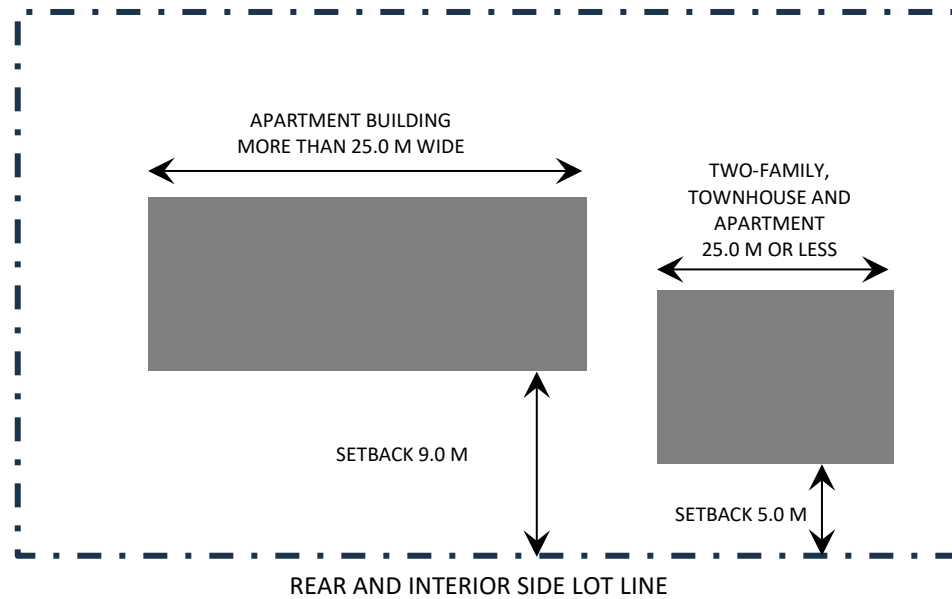


Figure 212-5

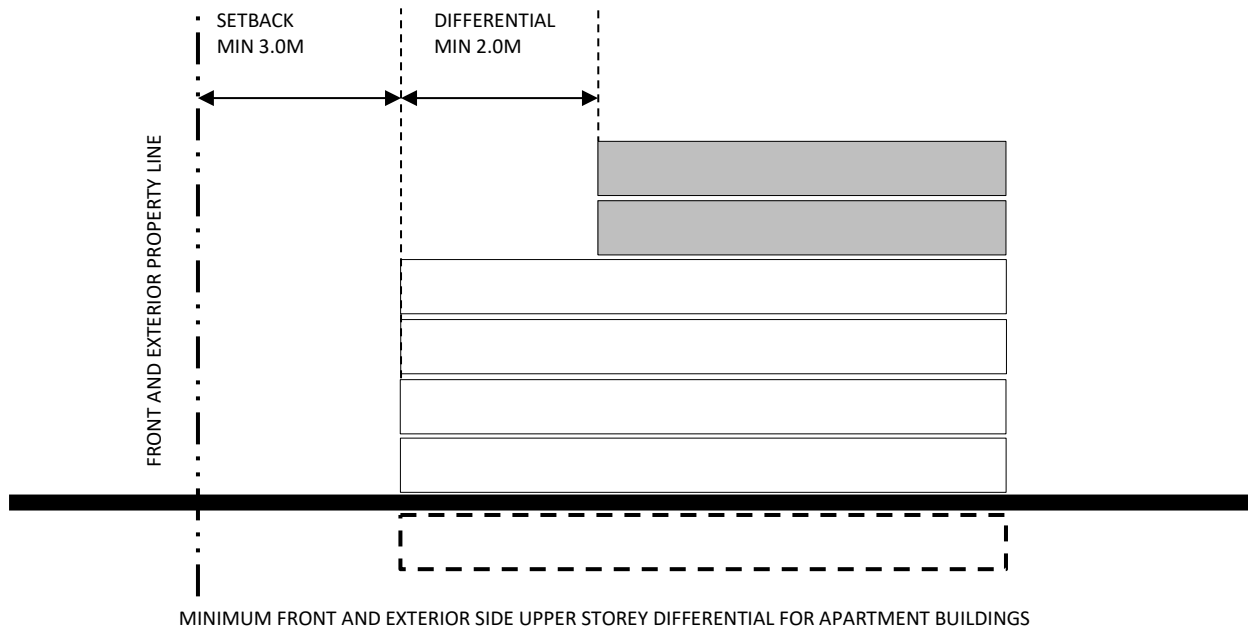


- (5) Notwithstanding sections 212.9 (1) to (4), where a parcel abuts a greenway that is not less than 10.0 metres in width, the setback from a lot line abutting a greenway shall be not less than 5.0 metres; and
- (6) Notwithstanding sections 212.9, building setback from any lot lines shared with the Agricultural Land Reserve shall be not less than 15.0 metres.

212.11 Required Storey Differentials

For apartment buildings over 4 storeys in height, along front and exterior side elevations at the 5th and 6th storeys, a minimum differential setback of 2.0 metres shall be provided from the storeys below, in accordance with Figure 212 –6.

Figure 212-6.



212.12 Accessory Buildings and Structures

Accessory Buildings shall:

- (1) Not be located within front or exterior side yard;
- (2) Have a parcel coverage not exceeding 5%;
- (3) Not exceed 9.0 metres and 2 storeys in height, for accessory buildings used for multi-family amenity and recreation;
- (4) Not exceed 4.5 metres in height, for other accessory buildings;
- (5) Notwithstanding section 21.12(4) accessory buildings intended for exclusive use of individual two-family or townhouse dwelling unit: not exceed 6.5 m² in gross floor area per dwelling unit and not exceed 2.5 metres in height; and

- (6) Accessory buildings intended for exclusive use of individual two-family or townhouse dwelling unit be excluded from required rear and interior side setbacks, provided that no accessory building is located closer than 2.0 metres to a rear or interior side lot line;

212.13 Screening

- (1) Along a front or exterior side yard, parking located within an apartment building more than 0.6 metres but less than 1.50 metres above finished grade at building frontage shall be screened from streets by vegetation and landscaping.
- (2) The following shall be screened in accordance with Section 8:
 - (f) Off-street parking and loading areas;
 - (g) Above ground utility boxes and utility transformers;
 - (h) Garbage or recycling compounds and collection areas, unless enclosed in a building;
 - (i) RM6.2 zoned parcels from abutting Residential zoned parcels; and
 - (j) Parcels abutting land within the Agricultural Land Reserve, in accordance with specifications in Appendix B1.

212.14 Off-Street Vehicle Parking and Loading

- (1) Off-street vehicles parking and loading shall be provided in accordance with Section 6;
- (2) No more than one driveway per street frontage shall be permitted on a parcel;
- (3) Internal driveways shall not exceed 6.0 metres in width.

212.15 Off-Street Bicycle Parking

- (1) Off-street parking for bicycles shall be provided in accordance with Section 7; and
- (2) Notwithstanding Section 7, Class II bicycle rooms may be provided within individual storage units located on either the ground level or underground parkade level of an apartment building with direct access to the outdoors.

212.15 Other Requirements:

- (1) Overhead wiring shall not be permitted on a parcel. All new services on a parcel shall be placed underground.
- (2) Unoccupied open spaces shall be fully and suitably landscaped with landscape material; this does not include environmentally sensitive areas and required buffers where native planting is to be left undisturbed, including watercourse setbacks as specified in Section 5.19.
- (3) All buildings shall conform to Section 5.19, Watercourse Regulations.

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SCHEDULE "1C"

310. C 7.1 COMMERCIAL RESIDENTIAL

310.1 Permitted Uses:

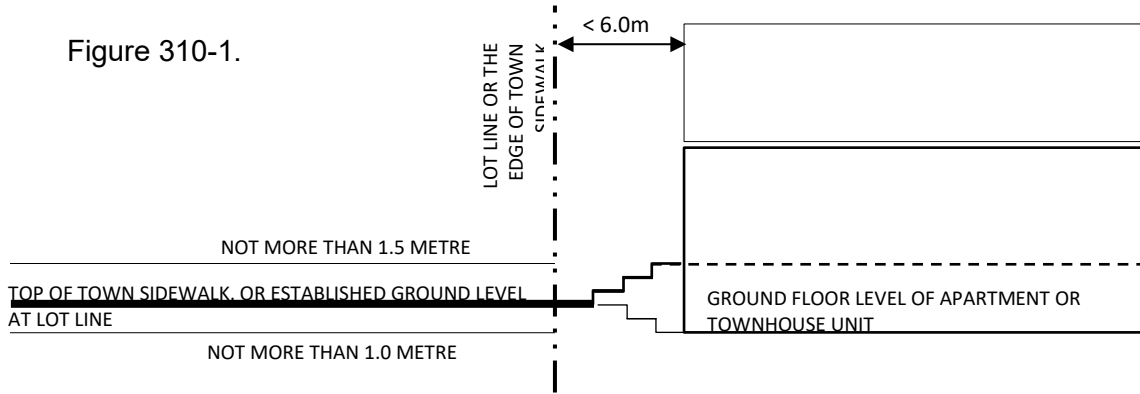
In the C 7.1 zone, the following uses are permitted, and all other uses are prohibited:

- (1) Accessory structures and uses, excluding:
 - (i) Buildings other than those used for dwelling unit accessory or child care facility uses; and
 - (ii) Outside storage
- (2) Apartment dwellings
- (3) Townhouse dwellings
- (4) Two-family dwellings
- (5) Following Commercial Uses
 - (a) Artist studios
 - (b) Art galleries
 - (c) Child care facilities
 - (d) Dental clinics
 - (e) Denturist labs
 - (f) Home occupations
 - (g) Libraries
 - (h) Locksmiths
 - (i) Medical clinics
 - (j) Offices
 - (k) Personal service establishments
 - (l) Pet grooming
 - (m) Restaurants
 - (n) Restaurants – coffee shops
 - (o) Retail stores, which have a gross floor area not in excess of 120 square metres
 - (p) Small appliance repair shops, processing or packaging of food or beverage products, or establishments that repair or assemble electronic equipment which:
 - (i) have a total non-retail floor area not in excess of 120 square metres,
 - (ii) retail directly from the premises, and
 - (iii) have the retail area extending the full width of the premises and located adjacent to the primary pedestrian entrance.
 - (q) Tailor shops, which:
 - (i) have a gross floor area not in excess of 120 square metres,
 - (ii) retail directly from the premises, and
 - (iii) have the retail area extending the full width of the width of the premises and located adjacent to the primary pedestrian entrance
 - (r) Veterinary Clinic – Small Animal Practice, excluding the boarding or kenneling of animals.

310.2 Conditions of Use:

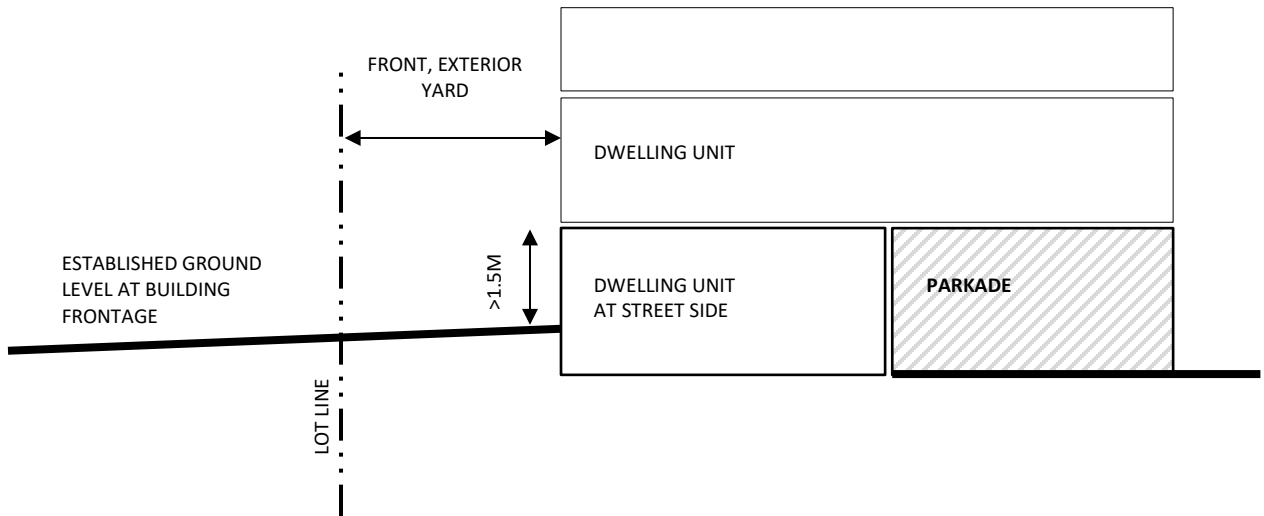
- (1) All permitted uses shall be located within a portion of a building, completely enclosed by exterior walls, except for landscape material, child care facilities, restaurants, accessory structures and accessory uses.
- (2) Child care facilities shall be located on the ground floor of an apartment building or accessory building.
- (3) Permitted uses other than dwelling units, dwelling unit accessory uses, and child care facilities shall
 - (a) be located within an apartment building, and
 - (b) not be located above the ground floor.
- (4) For a distance of not less than 60.0 m measured parallel to a road list in section 310.2(3)(a), permitted use shall be limited to apartment buildings with ground floor commercial use for a depth of not less than 7.5 m, measured perpendicularly from the exterior of the building elevation facing the road:
 - (a) Aspen Road.
- (5) Permitted uses other than dwelling units and child care facilities shall:
 - (a) Have a ground floor located not more than 0.50 metres above and not more than 0.50 metres below the top of adjacent Town sidewalk; and
 - (b) Section 310.2(5)(a) does not apply to commercial units located not less than 6.0 metres from a front and exterior side lot line.
- (6) Townhouse dwelling units may be located within an apartment building;
- (7) Townhouse dwelling units located within an apartment building shall:
 - (c) not be located above or below another townhouse dwelling unit; and
 - (d) not be located above a second storey of an apartment building.
- (8) The combined number of two-family and townhouse dwelling units on a parcel shall not exceed 20% of all dwelling units on the parcel. Where the calculation of 20% dwelling units results in a fractional number, the nearest whole number shall be used.
- (8) Not less than 25% of all dwellings units on a parcel shall include 2 or more bedrooms. Where the calculation of 25% of dwelling units results in a fractional number, the nearest whole number shall be used.
- (9) Apartment, townhouse and two-family dwelling units shall:
 - (c) Have a ground floor located not more than 1.5 metres above or 1.0 metre below the top of an adjacent Town sidewalk in accordance with Figure 310-1 when located along a front or exterior side yard, and in the absence of a Town sidewalk, as measured from established ground level at the front or exterior side lot line; and
 - (d) Section 310.2(9)(a) does not apply to dwelling units located 6.0 metres or more from an edge of a Town sidewalk, and in the absence of a Town sidewalk, from a front or exterior side lot line.

Figure 310-1.



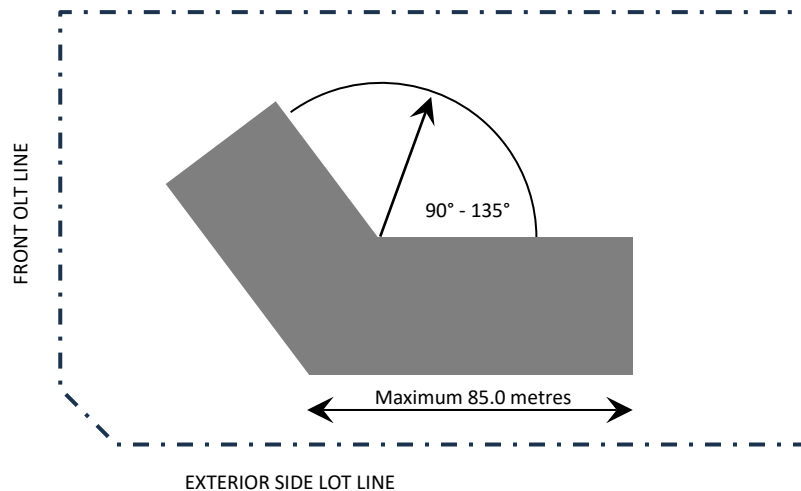
- (10) Along a front or exterior side yard, parking located within an apartment building at or more than 1.50 metres above the established ground level shall be screened from the street by dwelling units in accordance with Figure 310-2.

Figure 310-2.



- (11) Residential building length shall:
- (c) not exceed 85.0 metres in length, including projections; and
 - (d) where a directional turn of 90° to 135° degrees is provided; no section of a residential building shall exceed 85.0 metres in length, as shown in Figure 310-3.

Figure 310-3.



- (12) Garbage and recycling storage, and accessory uses such as dog runs and community gardens shall not be located within front or exterior side yard.

310.3 Density:

- (1) Density shall not be less than 55 units per hectare;
- (2) Density shall not exceed 80 units per hectare;
- (3) Notwithstanding 310.3(2), where not less than 40 % of total on-site parking is provided underground or within a residential building footprint, density shall not exceed 150 units per hectare; and
- (4) Notwithstanding 310.3(2), where in excess of 80 % of total on-site parking is underground parking or provided within a building footprint – density N/A.

310.4 Parcel Area:

Parcel area shall not be less than 3,500 square metres.

310.5 Parcel Frontage:

Parcel frontage shall not be less than 50.0 metres.

310.6 Parcel Depth:

Parcel depth shall not be less than 50.0 metres.

310.7 Parcel Coverage:

- (1) Parcel coverage shall not exceed 40%; and
- (2) Parcel coverage including parking areas, loading areas and driveways that are open sided and roofless shall not exceed 75%.

310.8 Height and Storeys:

- (1) Apartment building height shall not exceed:
 - (e) 24.0 m for buildings up to 6 storeys;
 - (f) 20.0 m for buildings up to 5 storeys;
 - (g) 16.0 m for buildings up to 4 storeys; and
 - (h) 12.0 m for buildings up to 3 storeys.
- (2) Townhouse and two-family dwelling building height shall not exceed 12.0 metres and 3 storeys.

310.9 Required Setbacks

- (1) Front
 - (g) For 9.0 metres as measured parallel to and at the front setback – Front setback shall not be less than 9.0 metres in accordance with Figure 310- 4;
 - (h) Additional 310.9(1)(a) setback area shall be provided for every 100 metres of front lot line length, excluding lot lines that form a corner cut-off or are within 6.0 metres of the intersection of two streets, other than a lane; and minimum spacing between the multiple 9.0 metres setback areas shall be 20.0 metres;
 - (i) All other situations – Front setback shall not be less than 3.0 metres.
- (2) Rear
 - (e) Rear setback shall not be less than 9.0 metres; and
 - (f) Notwithstanding 310.9(2)(a), for buildings under 3 storeys high containing only two-family and townhouse dwellings; and for apartments buildings' elevations measuring 25.0 metres or less in width along the rear yard – Rear setback shall not be less than 5.0 metres, in accordance with Figure 310- 5.
- (3) Side-interior
 - (e) Interior side setback shall not be less than 9.0 metres; and
 - (f) Notwithstanding 310.9(3)(a), for buildings under 3 storeys high containing only two-family and townhouse dwellings; and for apartments buildings' elevations measuring 25.0 metres or less in width along the interior side yard – Interior side setback shall not be less than 5.0 metres, in accordance with Figure 310- 5.
- (4) Side- exterior
 - (g) For 9.0 metres as measured parallel to and at the exterior side setback – Exterior side setback shall not be less than 9.0 metres in accordance with Figure 310- 4;
 - (h) Additional 310.9(4)(a) setback area shall be provided for every 100 metres of exterior side lot line length, excluding lot lines that form a corner cut-off or are within 6.0 metres of the intersection of two streets, other than a lane; and minimum spacing between the multiple 9.0 metres setback areas shall be 20.0 metres;
 - (i) All other situations – Exterior side setback shall not be less than 3.0 metres.

Figure 310-4.

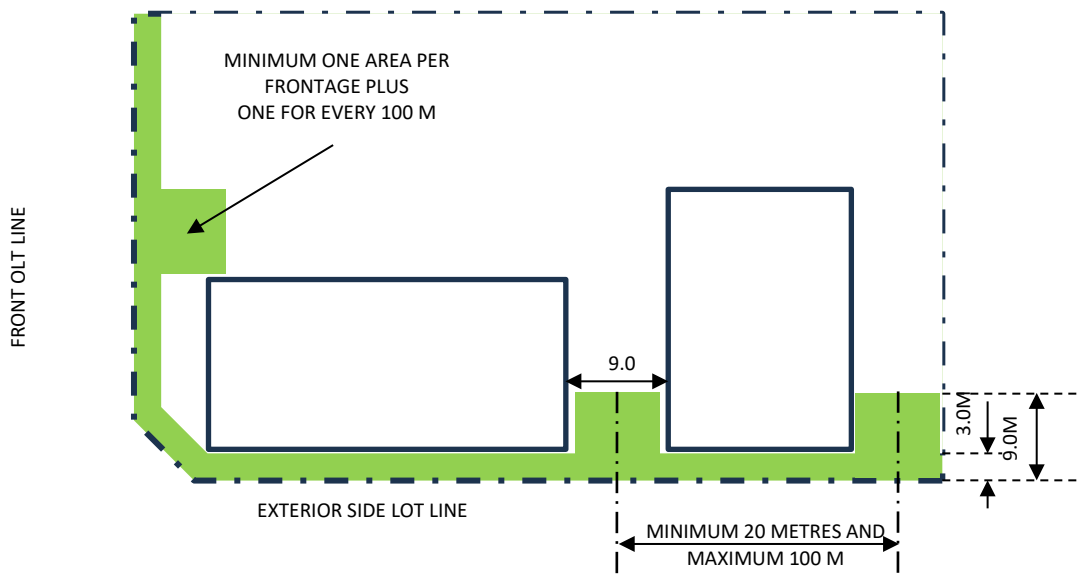
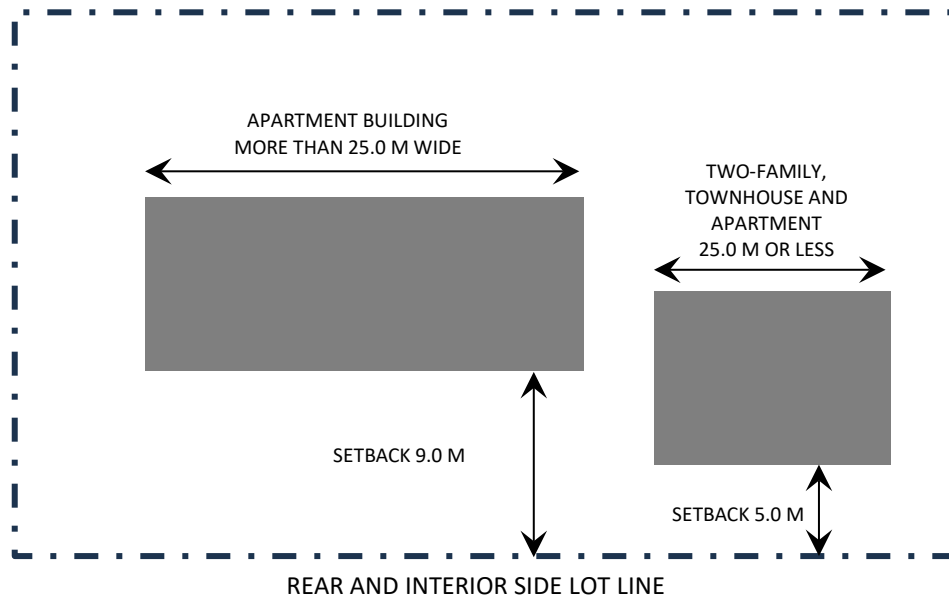


Figure 310-5

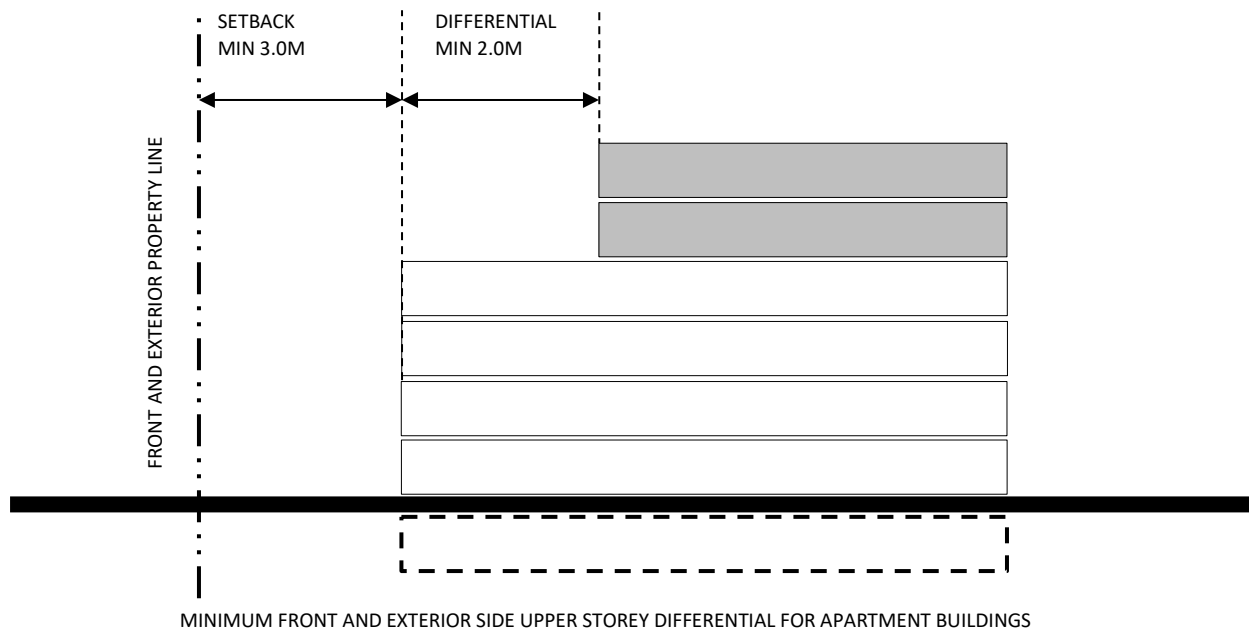


- (5) Notwithstanding sections 310.9 (1) to (4), where parcel abuts a greenway that is not less than 10.0 metres in width, the setback from a lot line abutting a greenway shall be not less than 5.0 metres; and
- (6) Notwithstanding sections 310.9, building setback from any lot lines shared with the Agricultural Land Reserve shall be not less than 15.0 metres.

310.10 Required Storey Differentials

For apartment buildings over 4 storeys in height, along front and exterior side elevations at the 5th and 6th storeys, a minimum differential setback of 2.0 metres shall be provided from the storeys below, in accordance with Figure 310 – 6.

Figure 310-6.



310.11 Accessory Buildings and Structures

Accessory Buildings shall:

- (1) Not be located within front or exterior side yard;
- (2) Have a parcel coverage not exceeding 5%;
- (3) Not exceed 9.0 metres and 2 storeys in height, for accessory buildings used for multi-family amenity and recreation;
- (4) Not exceed 4.5 metres in height, for other accessory buildings;
- (5) Notwithstanding section 21.12(4) accessory buildings intended for exclusive use of individual two-family or townhouse dwelling unit: not exceed 6.5 m² in gross floor area per dwelling unit and not exceed 2.5 metres in height; and
- (6) Accessory buildings intended for exclusive use of individual two-family or townhouse dwelling unit be excluded from required rear and interior side setbacks, provided that no accessory building is located closer than 2.0 metres to a rear or interior side lot line;

310.12 Screening

- (1) Along a front or exterior side yard, parking located within an apartment building more than 0.6 metres but less than 1.50 metres above finished grade at building frontage shall be screened from streets by vegetation and landscaping.
- (2) The following shall be screened in accordance with Section 8:
 - (k) Off-street parking and loading areas;
 - (l) Above ground utility boxes and utility transformers;
 - (m) Garbage or recycling compounds and collection areas, unless enclosed in a building;
 - (n) C 7.1 zoned parcels from abutting Residential zoned parcels; and
 - (o) Parcels abutting land within the Agricultural Land Reserve, in accordance with specifications in Appendix B1.

310.13 Off-Street Vehicle Parking and Loading

- (1) Off-street vehicles parking and loading shall be provided in accordance with Section 6;
- (2) No more than one driveway per street frontage shall be permitted on a parcel;
- (3) Internal driveways shall not exceed 6.0 metres in width.

310.14 Off-Street Bicycle Parking

- (1) Off-street parking for bicycles shall be provided in accordance with Section 7; and
- (2) Notwithstanding Section 7, Class II bicycle rooms may be provided within individual storage units located on either the ground level or underground parkade level of an apartment building with direct access to the outdoors.

310.15 Other Requirements:

- (1) Overhead wiring shall not be permitted on a parcel. All new services on a parcel shall be placed underground.
- (2) Unoccupied open spaces shall be fully and suitably landscaped with landscape material; this does not include environmentally sensitive areas and required buffers where native planting is to be left undisturbed, including watercourse setbacks as specified in Section 5.19.
- (3) All buildings shall conform to Section 5.19, Watercourse Regulations.

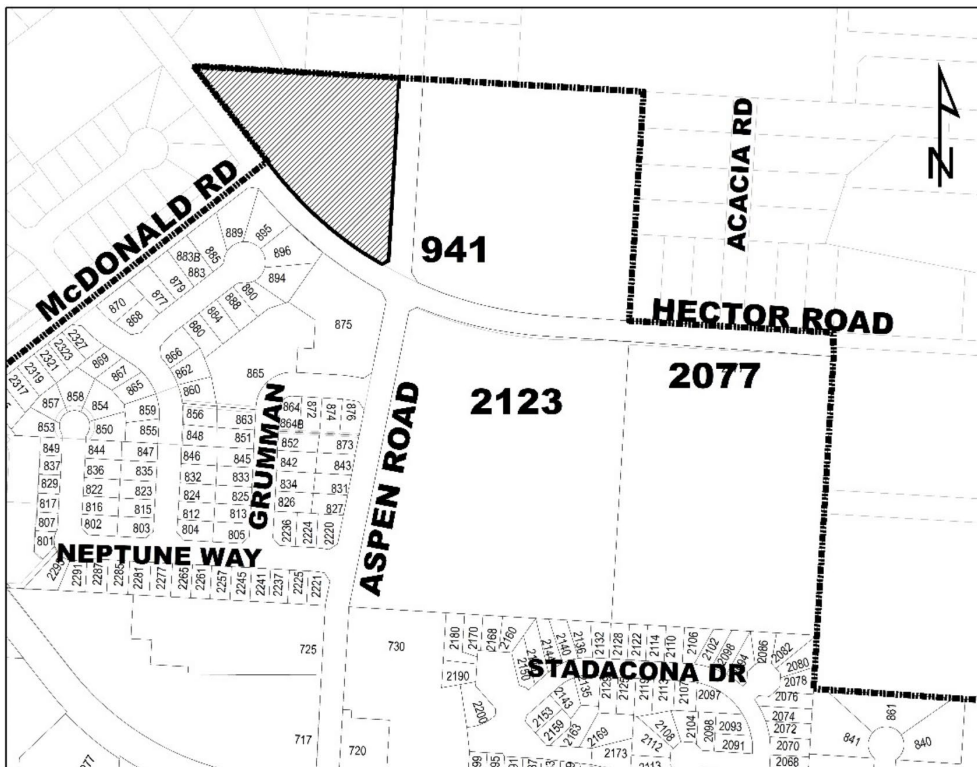
BYLAW 1850.46

SCHEDULE "2A"

941 Aspen Road (Aspen-West)

PID 023-020-113

Lot 1 DL 170 Comox District Plan VIP60685 Except Plan EPP118279



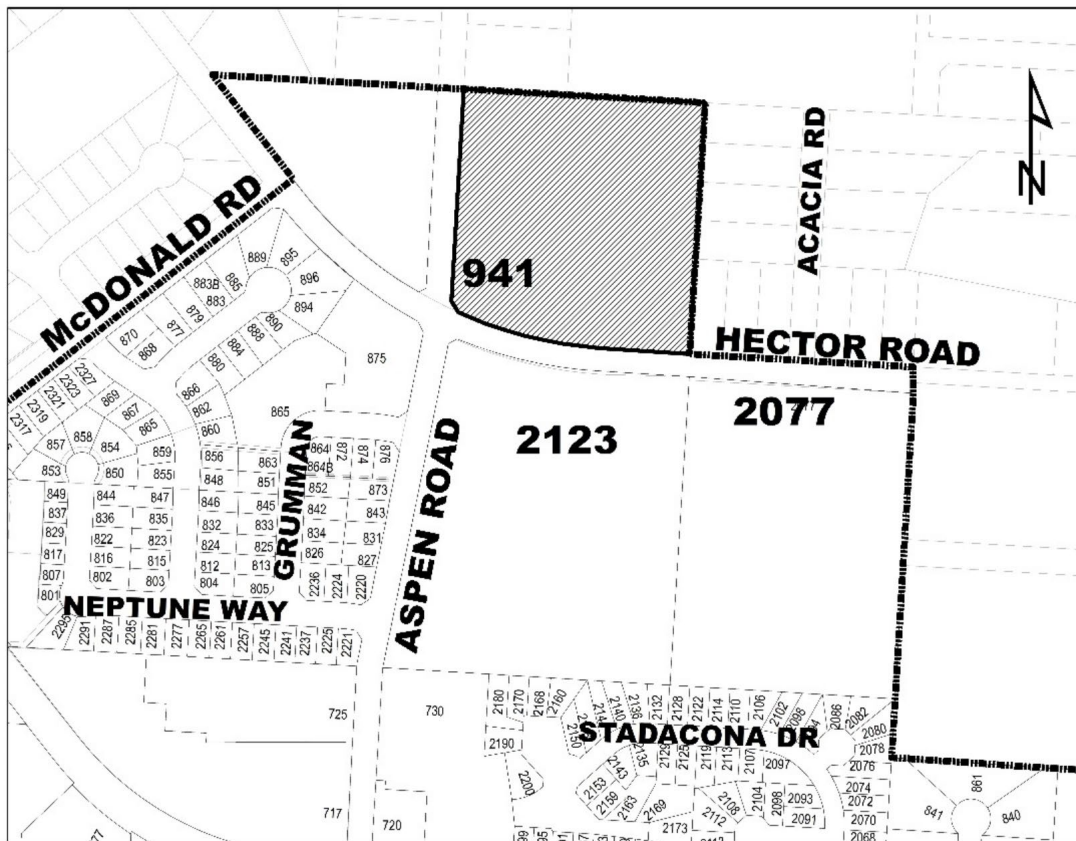
BYLAW 1850.46

SCHEDULE "2B"

941 Aspen Road (Aspen-East)

PID 023-020-113

Lot 1 DL 170 Comox District Plan VIP60685 Except Plan EPP118279



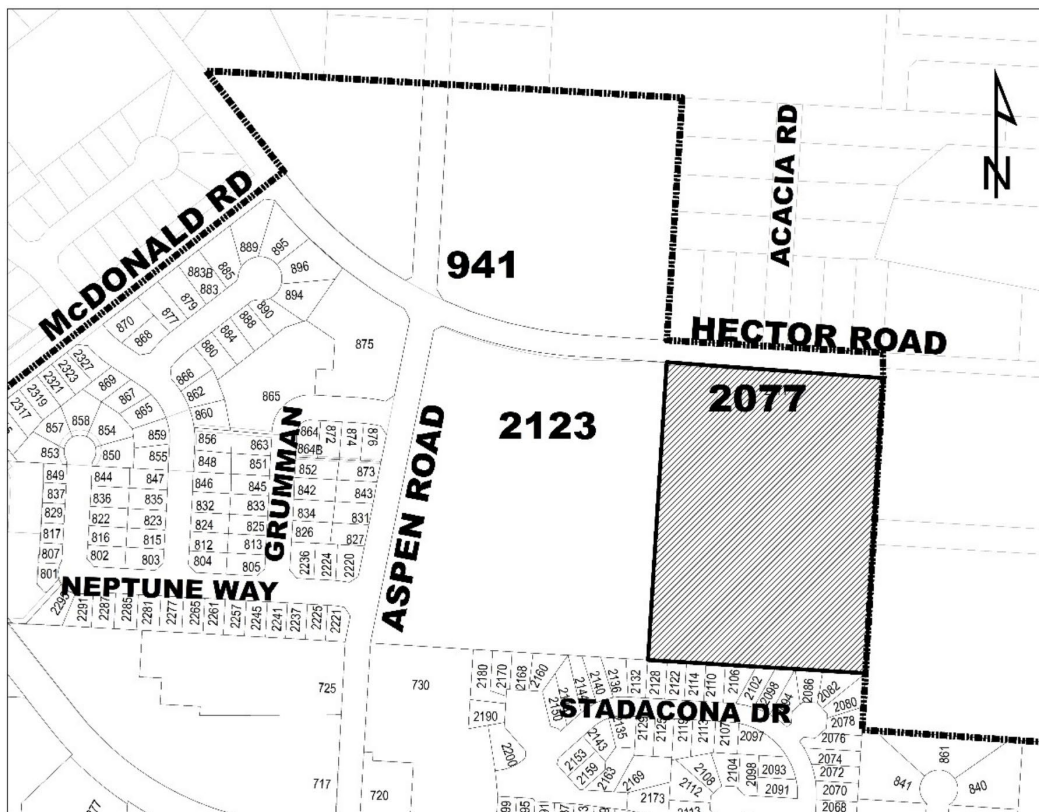
BYLAW 1850.46

SCHEDULE "2C"

2077 Hector Road

PID 003-856-704

Lot A, DL 170, Comox District, Plan 18002



TOWN OF COMOX

BYLAW 2024

A BYLAW TO ENTER INTO A PHASED DEVELOPMENT AGREEMENT

WHEREAS: The Town may by bylaw enter into a phased development agreement pursuant to s. 516 of the *Local Government Act*;

NOW THEREFORE the Council of the Town of Comox, in open meeting assembled, having given notice and held a public hearing, enacts as follows:

1. Title

This bylaw may be cited for all purposes as the "Comox Phased Development Agreement Authorization Bylaw 2024: Aspen Hector".

2. Authorization

Council hereby authorizes the Town of Comox to enter into a phased development agreement under s. 516 of the *Local Government Act*, in the form attached as Schedule "1" to this bylaw.

The Mayor and the Corporate Officer may execute and deliver an agreement with Highstreet Hector Road Developments LTD., Inc. No. BC13677778, in the form attached as Schedule "A" to this bylaw.

3. Adoption

- (1) READ A FIRST time this 5th day of June, 2024
- (2) READ A SECOND time this 5th day of June, 2024
- (3) ADVERTISED A FIRST time this XXth day of , 2024
- (4) ADVERTISED A SECOND time this XXth day of , 2024
- (5) PUBLIC HEARING HELD this XXth day of , 2024

(6) READ A THIRD time this XXth day of , 2024

(7) ADOPTED this XXth day of , 2024

Mayor

Corporate Officer

BYLAW 2024

SCHEDULE "1"

PHASED DEVELOPMENT AGREEMENT 2024: ASPEN HECTOR

PHASED DEVELOPMENT AGREEMENT: ASPEN HECTOR

This Agreement dated for reference the ____ day of _____, 2024 is

BETWEEN:

TOWN OF COMOX, a municipal corporation, having an address of
1809 Beaufort Avenue, Comox B.C. V9M 1R9

(the "Town")

AND:

HIGHSTREET HECTOR ROAD DEVELOPMENTS LTD., INC. NO. BC13677778
602 - 1708 Dolphin Avenue, Kelowna, BC V1Y 9S4

(the "Developer")

BACKGROUND:

A. The Developer is the registered owner of lands legally described as:

PID: 023-020-113

Lot 1 District lot 170 Comox District Plan VIP60685 Except Plan EPP118279

and

PID: 003-856-704

Lot A, District Lot 170, Comox District, Plan 18002

(collectively, the "**Lands**");

B. The Developer has applied to the Town for an amendment to Comox Zoning Bylaw 1850 ("**Zoning Bylaw**") as it applies to the Lands, by way of Comox Zoning Amendment Bylaw 1850.46 (the "**Amendment Bylaw**" and, together with the Zoning Bylaw the "**Amended Zoning Bylaw**") to permit the development on the Lands of certain residential and commercial uses;

C. Pursuant to Part 14, Division 12 of the *Local Government Act*, the Town may enter into a phased development agreement with an owner of lands to specify provisions of a zoning bylaw that will continue to apply to the owner's lands if those provisions are

amended or repealed during the term of the agreement, which agreement may also include terms and conditions respecting, among other things, the provision of amenities, the phasing and timing of development and the registration of covenants under section 219 of the *Land Title Act*.

- D. The Developer and the Town now wish to enter into a phased development agreement on the terms and conditions of this Agreement.
- E. The Town has adopted a bylaw authorizing the Town to enter into this Agreement with the Developer.

TERMS OF PHASED DEVELOPMENT AGREEMENT:

In consideration of the mutual promises expressed in this Agreement, and for One (\$1.00) Dollar and other good and valuable consideration paid by the Town to the Developer and by the Developer to the Town, the receipt and sufficiency of which the Town and Developer each acknowledge, the Town and the Developer agree, pursuant to section 516 of the *Local Government Act*, as follows:

1. **Definitions** – In this Agreement, in addition to the terms defined above and elsewhere in this Agreement:
 - (a) **“Development”** means the development of the Lands as permitted by the Specified Zoning Provisions.
 - (b) **“Specified Zoning Provisions”** means all those provisions of the Amended Zoning Bylaw applicable to the Lands (including the provisions of the Amendment Bylaw), as of the date of this Agreement.
2. **Term** – The term of this Agreement shall commence on the date of execution of this Agreement by the parties and expire on the date that is ten (10) years after the date of Town council adoption of the Amendment Bylaw (the **“Term”**).
3. **Amenities** – The Developer shall satisfy the following requirements (the **“Amenity Requirements”**) by the deadlines herein specified:
 - (a) **Affordable Housing:** The Developer shall pay to the Town the following amounts at the specified times, which amounts the Town intends to use for affordable housing purposes, and the Developer agrees to the land use restrictions noted below:
 - (i) Phase 1 Lands as shown on **Schedule A (the “Phase 1 Lands”)**: \$728,000 based on a Rental Development (as defined in the Affordable Housing

Amenity Contribution Policy) comprising approximately 14,586 square metres, concurrently with the Developer's execution of this Agreement, provided that if the Developer at a later date proceeds with a Multifamily Development (as defined in the Affordable Housing Amenity Contribution Policy), then the Developer shall pay the difference to the Town before commencing, or obtaining a building permit for, such development.

- (ii) Remaining Lands as shown on **Schedule A** (the "**Remaining Lands**"): No building shall be constructed on the Remaining Lands until and unless the Developer has, with respect to a proposed building, paid to the Town such amounts as calculated in accordance with the Town's Affordable Housing Amenity Contribution Policy attached as **Schedule C** (as such policy may be amended from time to time) and, without limiting the foregoing, the Developer shall pay that amount to the Town before commencing, or obtaining a building permit for, construction of the proposed building on the Remaining Lands. For clarity, the restriction under this paragraph shall apply separately to each building that the Developer wishes to construct on the Remaining Lands, such that if a payment is made under this paragraph in respect of a building, that building may be constructed but no other buildings may be constructed on the Remaining Lands except for such buildings in respect of which the Developer has made payment under this paragraph. Despite the foregoing, if the Town adopts an amenity cost charge bylaw under Division 19.1 of Part 14 of the *Local Government Act* that imposes an amenity cost charge in respect of the construction of a building on all or any part of the Remaining Lands, no amounts shall be payable under this paragraph after such adoption for any building to be constructed on any part of the Remaining Lands that is subject to such amenity cost charge and, instead, the Developer shall pay the applicable amenity cost charge to the Town when due.

The Developer agrees that (A) the Town may use some or all of the monies paid to it under this paragraph (a) to fund the payment of the purchase price payable by the Town for the Amenity Space under the Amenity Space Agreement (each as defined below); and (B) the land use restrictions under subparagraph (ii) of this paragraph (a) will be included in the Development Covenant (as defined below).

- (b) **Playground Contribution:** The Developer shall pay to the Town as a contribution to the Town's Park Reserve Fund the sum of \$100,000.00 concurrently with the Developer's execution of this Agreement.

(c) **Commercial Space Amenity:** Concurrently with the execution of this Agreement by the Town and the Developer, the Developer shall grant to the Town a covenant under section 219 of the *Land Title Act* (the “**Development Covenant**”), and cause the Development Covenant to be registered in the applicable land title office with priority over all financial liens, charges and encumbrances, providing that no building may be built on the Remaining Lands (other than the 400 dwelling units that are not restricted by section 4(a), but subject to section 4(b)), and the Remaining Lands shall not be subdivided by any means including by deposit of a strata plan of any kind under the *Strata Property Act*, (other than for the sole purposes of dedicating highway, lands for stormwater management or park to be owned by the Town and to accommodate\ the 400 dwelling units that are not restricted by section 4(a) or section 4(b)), until the Developer has entered into an agreement with the Town, in the form attached to the Development Covenant, (the “**Amenity Space Agreement**”) for the Developer to construct, and grant to the Town an option to purchase, certain commercial space (the “**Amenity Space**”) in a mixed-use commercial-residential building to be constructed in the location shown shaded and outlined in bold on **Schedule B**, on substantially the following terms:

- (i) The area of the Amenity Space will be approximately 250 square metres but not less than 230 square metres, with walls dry-walled, concrete slab floors, plumbing rough-ins for 3 bathrooms and one kitchen, ready for daycare tenant improvements, with dedicated (as limited common property within strata): outdoor usable space of approximately 220 square metres but not less than 200 square metres, and minimum 6 dedicated parking stalls per off-street parking requirement under Specified Zoning Provisions for daycare staff use. The Amenity Space will otherwise be suitable for a 28 children space daycare fit-up, and comply with applicable government regulations and requirements, provided that there will be no plumbing fixtures or life safety fixtures (e.g. smoke detectors).
- (ii) The purchase price payable by the Town for the Amenity Space will be equal to the estimated cost to construct the Amenity Space and, for clarity, the Developer nor any person or corporation related to or affiliated with the Developer shall earn any profit on the transfer of the Amenity Space to the Town, all as more specifically set out in the Development Covenant and Amenity Space Agreement.
- (iii) On or before the date that is six (6) months following the date of execution of the Amenity Space Agreement, the Developer shall submit to the Town a complete application for a building permit for the building that will include the Amenity Space, including all building permit fees, charges,

taxes, plans, professional certifications and other things required by the Town to enable the issuance of the building permit and, within six (6) months following the issuance of such building permit, shall have completed the excavation for that building.

- (iv) The Developer shall use commercially reasonable efforts to achieve completion of the Amenity Space on or before the date that is eighteen (18) months following issuance of the building permit and, in any event, subject to force majeure, shall cause the building containing the Amenity Space to be completed and obtain an occupancy permit from the Town for the Amenity Space on or before the date that is twenty-four (24) months following the date of issuance of the building permit.
- (v) The option for the Town to purchase the Amenity Space, as more specifically set out in the Amenity Space Agreement, will provide that not later than 90 days from the date the Developer applies for a development permit for a phase that includes the Amenity Space, the Town shall elect in writing whether to purchase the Amenity Space from the Developer (for clarity, the Developer may request that the Town not issue the development permit until the Town has elected whether to exercise its option so that the Developer may modify or resubmit their development application if the Town does not exercise such option). If the Town so elects, a binding agreement of purchase and sale, in accordance with the Amenity Space Agreement, shall be formed between the parties. If the Town does not so elect, the Developer may sell the Amenity Space to a Third Party on such terms and conditions as the Developer may be prepared to accept, and the Developer may vary the Amenity Space specifications from what is set out above.

4. Additional Development Restrictions:

- (a) No more than 400 dwelling units, of which no more than 20% may be contained in townhouse dwellings, shall be constructed on the Lands, nor shall the Developer commence construction of, or be entitled to building permits for, more than 400 dwelling units on the Lands, until and unless the Town has issued a building permit for construction of a mixed use commercial-residential building that contains the Amenity Space that meets the requirements outlined above in the location shown shaded and outlined in bold on **Schedule B**.
- (b) No dwelling units shall be constructed along the Aspen Road frontage shown shaded and outlined in bold on Schedule B, nor shall the Developer commence construction

of, or be entitled to building permits for, any such dwelling units, until and unless the Town has issued a building permit for construction of a mixed-use commercial residential building (with or without the Amenity Space) in the location shown shaded and outlined in bold on **Schedule B** and the Developer has commenced construction of such building by completing all required excavations.

- (c) For clarity, nothing in this section will prohibit the construction of roads and servicing on the Lands.
- (d) The land use restrictions under this section will be included in the Development Covenant.

In this section, “dwelling unit” and “townhouse dwelling” shall have the same meaning as under the Specified Zoning Provisions.

- 5. **Zoning Amendments** – Subject to section 516(6) of the *Local Government Act*, if during the Term the Specified Zoning Provisions are amended or repealed, those changes do not apply to the Development, unless the Developer agrees in writing that one or more changes should apply.
- 6. **Notice of Phased Development Agreement** – The Developer acknowledges and agrees that pursuant to sections 521 of the *Local Government Act*, the Town is required to file a notice with the registrar of titles indicating that the Lands is subject to this Agreement and that in accordance with sections 503 and 521 of that Act, upon such filing, this Agreement is binding on all persons who acquire an interest in the Lands.
- 7. **Developer Acknowledgement Respecting Amenity Requirements** – The Developer acknowledges and agrees that:
 - (a) the requirements of sections 3 and 4 are also required by the Town as a condition of adoption of the Amendment Bylaw; and
 - (b) the restrictions contained in the Development Covenant, and the Town’s rights under the Development Covenant, shall not be affected by the expiry of the Term or earlier termination of this Agreement or in the event that a court sets aside all or any part of this Agreement for any reason whatsoever, nor in any such circumstances shall the Developer be entitled to a refund or return of the any payments made by the Developer to the Town pursuant to this Agreement.

8. **Town Termination** – The Town may, upon written notice to the Developer, terminate this Agreement if:
 - (a) the Town terminates the Amenity Space Agreement due to any default of the Developer under that agreement or if the Developer defaults in its obligation to complete the transaction contemplated by that agreement; or
 - (b) the Developer does not pay when due under this Agreement any amounts the Developer is required to pay to the Town under this Agreement.

9. **Development Covenant Requirement** – For clarity:
 - (a) concurrently with the preparation of this Agreement the Town and the Developer have prepared and agreed upon the form of the Development Covenant, including the Amenity Space Agreement; and
 - (b) the Developer will be considered to have satisfied the requirements of this Agreement relating to the granting and registration of the Development Covenant if it has granted and registered the foregoing covenant prior to the execution of this Agreement.

10. **No Effect on Powers** – Except as expressly set out in this Agreement, nothing in this Agreement shall:
 - (a) affect or limit the discretion, rights or powers of the Town or the Town’s Approving Officer under any enactment or at common law, including in relation to the use, development or subdivision of the Lands;
 - (b) affect or limit any enactment relating to the use, development or subdivision of the Lands; or
 - (c) relieve the Developer from complying with any enactment, including in relation to the use, development or subdivision of the Lands.

11. **Waiver** – No waiver by the Town of any requirement or breach of this Agreement shall be effective unless it is an express waiver in writing that specifically references the requirement or breach and no such waiver shall operate as a waiver of any other requirement or breach or any continuing breach of this Agreement.

12. **Remedies** – No reference to or exercise of any specific right or remedy by the Town shall prejudice or preclude the Town from exercising any other right or remedy, whether allowed at law or in equity or expressly provided for in this Agreement, and no such right

or remedy is exclusive or dependent upon any other such remedy and the Town may from time to time exercise any one or more of such remedies independently or in combination.

13. **Modification** – This Agreement may not be modified except in accordance with section 519 of the *Local Government Act* and pursuant to an agreement in writing, signed by the Developer and the Town. The Developer and the Town further agree that, unless expressly listed section 519(3) of the *Local Government Act*, any such amendment to this Agreement will be a minor amendment which can be authorized by resolution of the Town’s council rather than by way of a bylaw.
14. **Termination** – The Town and the Developer may terminate this Agreement at any time by written agreement.
15. **Further Assurances** – The Developer shall do and cause to be done all things, including by executing further documents, as may be necessary to give effect to the intent of this Agreement.
16. **Developer’ Expense** – The Developer shall perform its obligations under this Agreement at its own expense and without compensation from the Town.
17. **Interpretation** – In this Agreement:
 - (a) Reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise.
 - (b) Article and section headings have been inserted for ease of reference only and are not to be used in interpreting this agreement.
 - (c) The term “enactment” has the meaning given under the *Interpretation Act* (British Columbia) on the reference date of this Agreement.
 - (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 from time to time, unless otherwise expressly provided.
 - (f) Reference to a numbered paragraph, or to a particular lettered schedule, is, unless otherwise expressly provided, a reference to the correspondingly numbered paragraph or lettered schedule of this Agreement.
 - (g) All Schedules to this Agreement form an integral part of this Agreement.

- (h) Time is of the essence.
 - (i) Where the word “including” is followed by a list, the contents of the list are not intended to limit or otherwise affect the generality of the expression preceding the word “including”.
18. **Schedules** – The following Schedules are attached to and form an integral part of this Agreement:
- Schedule A – Phase 1 Lands
 - Schedule B – Commercial (Amenity) Space Location
 - Schedule C – Affordable Housing Amenity Contribution Policy
19. **Governing Law** – This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, which shall be deemed to be the proper law hereof.
20. **Enurement** – This Agreement hereof shall enure to the benefit of the parties and their respective successors and assigns.
21. **Assignment** – The Developer may, on written notice to the Town, assign this Agreement to that class of persons being any subsequent registered owner of all of the Lands but only if the assignee first enters into an agreement with the Town, in a form determined by the Town, wherein the assignee agrees to be bound by, and to assume all of the Developer’s obligations under, this Agreement and the Amenity Space Agreement.
22. **Entire Agreement** – This Agreement, the Schedules to this Agreement, and every agreement or instrument required to be executed or delivered by the Developer pursuant to this Agreement together are the entire agreement between the parties regarding its subject.
23. **Required payments** - In this Agreement any required payment shall be in cash, certified cheque or bank draft. Certified cheques and bank drafts shall be issued by a Canadian Chartered Bank or other financial institution satisfactory to the Director of Finance.
24. **Execution in Counterparts & Electronic Delivery** - This Agreement may be executed in any number of counterparts and delivered by e-mail, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, provided that any party delivering this Agreement by e-mail shall also deliver to the other party an originally executed copy of this Agreement.

(signature page follows)

AS EVIDENCE OF THEIR AGREEMENT, the Town and the Developer have executed signed this Agreement below.

HIGHSTREET HECTOR ROAD DEVELOPMENTS LTD.

by its authorized signatory(ies):

TOWN OF COMOX

by its authorized signatories:

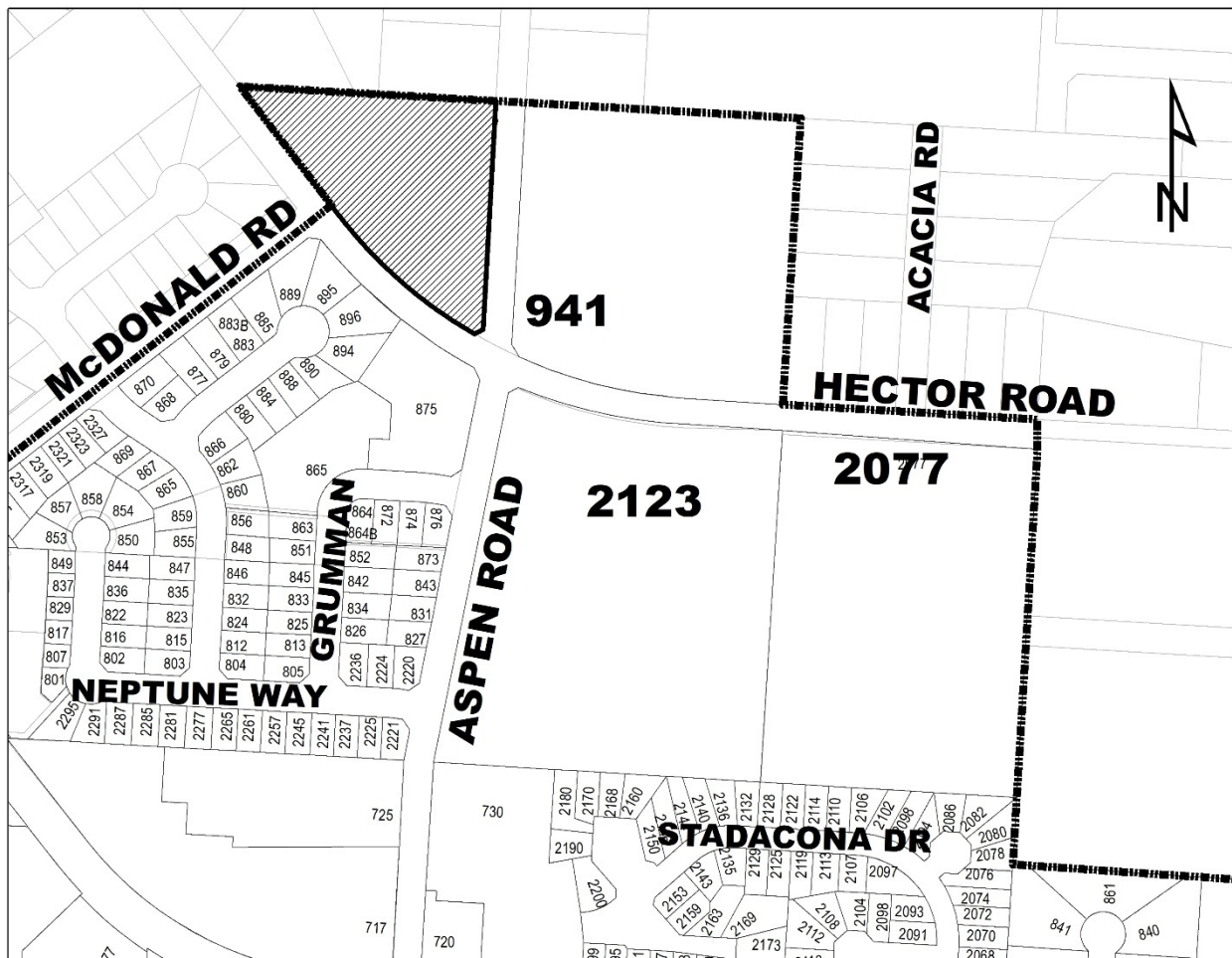
SCHEDULE "A"

PHASE 1 LANDS

941 Aspen Road (Aspen-West) portion shown shaded on map below

PID 023-020-113

Lot 1 DL 170 Comox District Plan VIP60685 Except Plan EPP118279



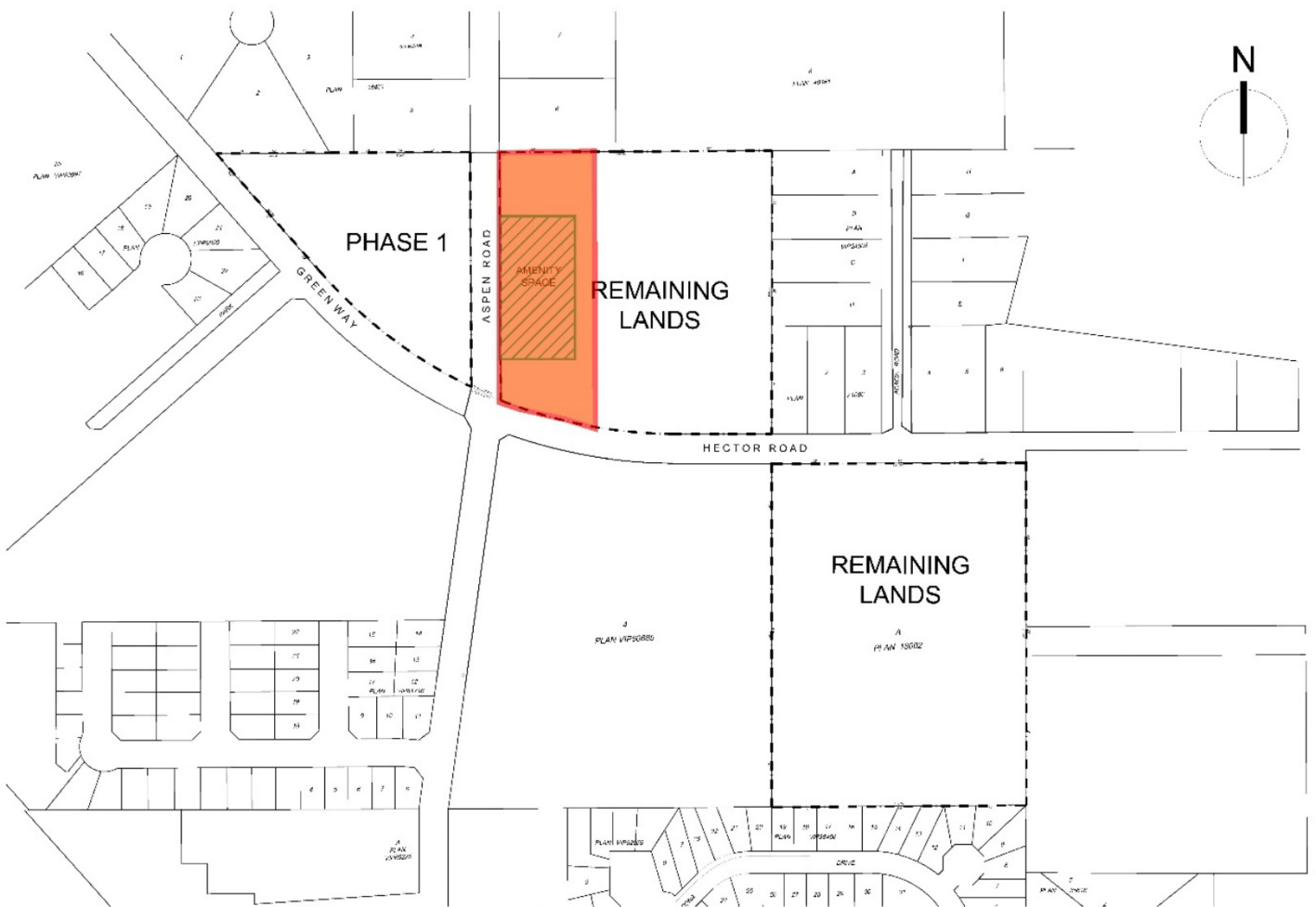
SCHEDULE "B"

COMMERCIAL (AMENITY) SPACE LOCATION

941 Aspen Road (Aspen-East) portion shown shaded on map below

PID 023-020-113

Lot 1 DL 170 Comox District Plan VIP60685 Except Plan EPP118279



SCHEDULE "C"

AFFORDABLE HOUSING AMENITY CONTRIBUTION POLICY