

REGULAR COUNCIL MEETING

AGENDA FOR WEDNESDAY NOVEMBER 6, 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: Council Chambers, 1801B Beaufort Avenue, Comox

Call to Order: 5:00 p.m.

1. INTRODUCTION AND APPROVAL OF LATE ITEMS: NIL

2. ADOPTION OF AGENDA:

- a. [Adoption of Agenda](#)

THAT the November 6, 2024 Regular Council Meeting agenda be Adopted.

3. DELEGATIONS:

- (5) a. [Bailey Walsh, Planner \(McElhanney\): DP Application -1589 Cedar Ave](#)
- (6) b. [Norman Laube and/or Marcus Laube, Development Coordinator \(Avtar Properties\): Affordable Housing Policy & Recessed Plaza DVP - 1966 Guthrie Road](#)
- (7) c. [Lewis Bartholomew, Founder \(The Alberni Project Society\): Relocation of the HMCS ALBERNI Museum and Memorial \(HAMM\)](#)

4. ADOPTION OF MINUTES:

- (8) a. [Regular Council Meeting Minutes](#)

THAT the Minutes of the Regular Council Meeting, held in Council Chambers on October 16, 2024, be Adopted.

- (15) b. [Special Council Meeting Minutes](#)

THAT the Minutes of the Special Council Meeting, held in Council Chambers on October 23, 2024, be Adopted.

5. COUNCIL COMMITTEE MINUTES AND REPORTS: NIL

6. CONSENT AGENDA:

(16)

a. [Consent Agenda](#)

THAT the Consent Agenda items as follows be received for information:

- 1. Scott Mercer, Inspector (Comox Valley RCMP): Second Quarterly Report: July 1 - September 30, 2024*
- 2. Theresa Dennison, Executive Coordinator (Association of Vancouver Island and Coastal Communities): 2025 AVICC AGM & Convention - 1st call for Resolutions and Convention Information*
- 3. Trish Malcomess: Infra Red Sauna at the Comox Recreation Centre*
- 4. Stephanie Connolly: Infra Red Sauna at the Comox Recreation Centre*
- 5. Bob Wells, Mayor (City of Courtenay): Request for Continued Support: Comox Valley Substance Use Strategy*
- 6. Cory Heavener, Provincial Director of Child Welfare & Renaa Bacy, Provincial Director of Adoption (Ministry of Children and Family Development): Adoption and Permanency Awareness Month - Request to Share Information*

7. UNFINISHED BUSINESS:

(45)

a. [Affordable housing proposal \(1966 Guthrie Road\)](#)

- 1. THAT Third Reading of Zoning Amendment Bylaw 1850.43 (1966 Guthrie Road) be Rescinded.*
- 2. THAT an affordable housing contribution of \$763,327 be removed from the schedule of outstanding items.*
- 3. THAT the requirement for a Housing Agreement agreeable to the Town be added to the schedule of outstanding items.*
- 4. THAT Comox Zoning Amendment Bylaw No. 1850.43 (1966 Guthrie Road) be given Third Reading as amended.*
- 5. THAT Administration be directed to prepare a housing agreement agreeable to the Town as an alternative to the developer providing the affordable housing contribution identified by Council's Affordable Housing Amenity Contribution Policy CCL-069.*
- 6. THAT the housing agreement be brought back to Council for consideration as a Bylaw.*

8. SPECIAL REPORTS: NIL

9. BYLAW ADOPTIONS:

- (53) a. [Bylaw 2033 - Revenue Anticipation Borrowing for 2024](#)
THAT Revenue Anticipation Borrowing for 2024, Bylaw No. 2033, 2024, be Adopted.
- (55) b. [Bylaw 2034 - Revenue Anticipation Borrowing for 2025](#)
THAT Revenue Anticipation Borrowing for 2025, Bylaw No. 2034, 2024, be Adopted.

10. NEW BUSINESS:

- (57) a. [2024 Audit Service Plan](#)
THAT the 2024 Audit Service Plan, as attached to the November 16, 2024 Staff Report from the Director of Finance, be Received.
- (74) b. [DVP 24-1 \(1589 Cedar Ave\): Development Variance Permit Application to permit a two lot single-family subdivision](#)
THAT Development Variance Permit 24-1 for 1589 Cedar Avenue be approved; and
THAT Staff be directed to issue the permit.
- (123) c. [Flag Protocol and Community Events Recognition Policies](#)
1. THAT the discontinuation of the Community Events Recognition Policy CCL-059.03 as attached to the October 22, 2024, report from the Director of Corporate Services, titled "Flag Protocol and Community Events Recognition Policies" be Approved.
2. THAT the draft Flag Raisings and Flag Protocol Policy CCL-058.03 as detailed in the October 22, 2024, report from the Director of Corporate Services, titled "Flag Protocol and Community Events Recognition Policies" be Approved.
- (133) d. [Lease Renewal - Vancouver Island Regional Library \(VIRL\)](#)
THAT the proposed lease agreement with the Vancouver Island Regional Library for the facility located at 101 – 1720 Beaufort Avenue, during the term January 1, 2025 to December 31, 2029, as attached to the November 6, 2024 report from the Director of Corporate Service titled "Lease Renewal – Vancouver Island Regional Library", be approved; and
THAT the Mayor and the Corporate Officer be authorized to execute the agreement.
- (159) e. [Make Back Road Safe](#)
THAT Council waive Traffic Calming Policy CCL-051 and direct staff to reduce the speed limit on Glacier View Drive to 40 km/hr.

11. NOTICES OF MOTION: NIL

12. CORRESPONDENCE: NIL

13. LATE ITEMS: NIL

14. REPORTS FROM MEMBERS OF COUNCIL:

15. MEDIA QUESTION PERIOD:

16. PUBLIC QUESTION PERIOD:

17. RESOLUTION TO GO IN-CAMERA:

- a. [Exclude the Public](#)

That the Public be Excluded from the In-Camera session of Council on Wednesday November 6, 2024 pursuant to the following sub-section of section 90 of the Community Charter:

(1)(a) Personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality;

18. RISE AND REPORT FROM IN-CAMERA:

ADJOURNMENT



CORPORATE OFFICER




REQUEST TO APPEAR AS A DELEGATION

TOWN OF COMOX

1809 Beaufort Avenue Ph: (250) 339-2202 Email: town@comox.ca
Comox BC V9M 1R9 Fx: (250) 339-7110

REQUESTS TO APPEAR BEFORE COUNCIL OR THE STRATEGIC PLANNING COMMITTEE MUST BE SUBMITTED NO LATER THAN WEDNESDAY NOON, THE WEEK PRIOR TO THE MEETING.

Name(s) of person(s) speaking: Bailey Walsh - McElhanney		
Organization you are representing: McElhanney		
Primary purpose of Organization: Planning Consulting Services		Number of members: 1
Mailing address of Organization: 1211 Ryan Road		Contact Name: Bailey Walsh
		Phone: [REDACTED]
City: Courtenay	Postal Code: V9N 3R6	Email: [REDACTED]
Subject matter: Agent for development application at 1589 Cedar Ave - Purpose is to answer any questions		
Specific request of Council, if any (i.e., letter of support, funding): 		
Requested meeting and date: Council - Nov. 6		AV equipment required: n/a
Date of application: Oct. 29, 2024	Sign: 	Print name: Bailey Walsh

Please Note:

1. Regular Council and Strategic Planning Committee Meetings start at 5:00 p.m. Delegations are dealt with at the beginning of each meeting.
2. Maximum presentation time is 10 minutes including questions, unless previously approved by the Chair.
3. Presenters are to address Council or the Strategic Planning Committee, and not the audience.
4. All presentation materials/handouts must be submitted no later than Thursday noon, the week prior to the meeting. If the Friday prior to the meeting is a statutory holiday, then presentation materials must be submitted by Wednesday noon.
5. Please ensure that your cell phone is turned OFF during the meeting.

Council and Strategic Planning Committee Meetings are public except where permitted to be closed pursuant to the Community Charter. Presentations at Council meetings are video recorded and available on the Town's website. Personal information you provide on this form is collected pursuant to Section 26 of the Freedom of Information and Protection of Privacy Act, and this form may be published in its entirety with public meeting agendas, which are also posted on the Town website.



REQUEST TO APPEAR AS A DELEGATION

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Name(s) of person(s) speaking: Norman Laube and/or Marcus Laube		
Organization you are representing: Avtar Properties		
Primary purpose of Organization: Developing and operating mixed use projects		Number of members: 5
Mailing address of Organization: C/O Laubenfels Development Advisors 1653 Kerrstead Place		Contact Name: Norman Laube Phone: 778-753-1653
City: North Vancouver	Postal Code: V7J3T4	Email: norman@laubenfels.com
Subject matter: Affordable Housing Policy and Retail Plaza Variance		
Specific request of Council, if any (i.e., letter of support, funding): 		
Requested meeting and date: Nov 6 council meeting		AV equipment required: powerpoint presentation
Date of application: Oct 30 2024	Signature of applicant: 	Print name: Norman Laube

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TOWN OF COMOX
Minutes of the Regular Council Meeting,
held in Council Chambers on Wednesday October 16, 2024

Present: Mayor N. Minions
Councillors S. Blacklock (electronically), K. Grant, C. Haslett,
J. Kerr (electronically), J. Meilleur, M. Swift

Absent: Nil

Staff Present: J. Wall, Chief Administrative Officer
S. Russwurm, Corporate Officer
E. Henley, Director of Finance
R. Houle, Director of Development Services
G. Schreiner, Fire Chief

Call to Order:

The meeting was called to order at 5:00 p.m. with 4 members of the public in attendance.

Mayor Minions acknowledged that the Town of Comox is standing on the unceded traditional territory of the K'omoks First Nation, the traditional keepers of this land.

Mayor Minions then asked for a moment of silence in honour of Dion Usipuik, owner and chef of The Mill in Comox, who passed away this week.

1. INTRODUCTION AND APPROVAL OF LATE ITEMS: NIL

2. ADOPTION OF AGENDA:

a. Adoption of Agenda

Adoption of Agenda

THAT the October 16, 2024, Regular Council Meeting agenda be Adopted.

(2024.342) -- CARRIED

3. DELEGATIONS:

a. Naomi Robert, Co-Chair (Comox Valley Food Policy Council): 2023-24 Annual Report Presentation & Accomplishments

Food Policy Council

Naomi Robert from the Comox Valley Food Policy Council (CVFPC) presented the 2023-24 Annual Report, summarizing the Council's work over the past year. The presentation highlighted how the CVFPC's efforts support Town planning by linking food systems with emergency preparedness and municipal policies.

4. ADOPTION OF MINUTES:

a. Regular Council Meeting Minutes

Regular Council Meeting Minutes

THAT the Minutes of the Regular Council Meeting, held in Council Chambers on October 2, 2024, be Adopted.

(2024.343) -- CARRIED

5. COUNCIL COMMITTEE MINUTES AND REPORTS:

a. Strategic Planning Committee Meeting Minutes

**Strategic Planning
Committee Meeting Minutes**

THAT the Minutes of the Strategic Planning Committee Meeting, held in Council Chambers on Wednesday, October 10, 2024, be Received.

(2024.344) -- CARRIED

COMMITTEE RECOMMENDATIONS:

- (1) RCMP Officers Funded by Town of Comox

RCMP Officers

THAT Council advise the RCMP that the Town of Comox will fund 11.3 officers until the end of 2027, with further review at a future date.

(2024.345) -- CARRIED

- (2) Permissive Property Tax Exemption Policy CCL-025.01

**Permissive Property Tax
Exemption Policy**

THAT the Permissive Tax Exemption Policy be brought back for discussion during a February or March 2025 Strategic Planning Committee meeting.

(2024.346) -- CARRIED

- (3) Traffic Complaints

Traffic Complaints

THAT Council forwards the projects listed as 'recommended' in 'Schedule A-E' (highlighted in yellow) to the capital budget deliberations for inclusion in the 2025-2029 Financial Plan, as outlined in the October 4, 2024 report titled "Traffic Complaints".

(2024.347) -- CARRIED

6. CONSENT AGENDA:

a. Consent Agenda

Consent Agenda

1. *THAT the Consent Agenda items as follows be received for information:*

1. Marilyn Webster: Automated Curbside Cart Size Exchange

2. Marie Jacobs: Development in the Comox Valley

3. Lisa Dennis, Manager of Legislative Services (CVRD): Notice of Inaugural Meeting:
November 5, 2024

4. Doug Hillian, Sewage Commission Chair (CVRD): Hudson Trunk Capacity Constraints

5. Marie Jacobs: Climate Action and Economic Development Strategy Recommendations

6. Pete Chambers, President (Comox BIA): Upcoming Downtown Comox BIA Workshops,
Mixers and Community Celebrations

7. Ambose Yung, Registrar (Youth Parliament of BC Alumni Society): 96th Parliament
Promotion Request.

(2024.348) -- CARRIED

a. Consent Agenda

Consent Agenda

2. *THAT Item 4 (Doug Hillian, Sewage Commission Chair (CVRD): Hudson Trunk Capacity Constraints) be removed from the consent agenda for discussion.*
(2024.349) -- CARRIED
3. *THAT Item 7 (Ambose Yung, Registrar (Youth Parliament of BC Alumni Society): 96th Parliament Promotion Request) be removed from the consent agenda for discussion.*
(2024.350) -- CARRIED

8. SPECIAL REPORTS: NIL

9. BYLAW ADOPTIONS: NIL

10. NEW BUSINESS:

a. Council Appointments: 2024-25 Acting Mayor Roster, Signing Authorities and Meeting Schedule

Council Appointments

1. *THAT Mayor Nicole Minions be appointed to the Vancouver Island Regional Library Board.*
(2024.351) -- CARRIED
2. *THAT Councillor Dr. Jonathan Kerr be appointed as alternate to the Vancouver Island Regional Library Board.*
(2024.352) -- CARRIED
3. *THAT all existing Comox Valley Regional District appointments continue.*
(2024.353) -- CARRIED
4. *THAT Councillor Dr. Jonathan Kerr be appointed to the Comox Valley Social Planning Society.*
(2024.354) -- CARRIED
5. *THAT Councillor Jenn Meilleur be appointed to the Comox Valley Food Policy Council.*
(2024.355) -- CARRIED
6. *THAT the Director of Finance be appointed to the Courtenay Golf Club Limited.*
(2024.356) -- CARRIED
7. *THAT the Asset and Facilities Manager be appointed to the Comox Valley Harbour Authority.*
(2024.357) -- CARRIED
8. *THAT Council approve the Acting Mayor Roster for the year 2024-25, as follows:*
 - a. *November and December, 2024: Councillor Chris Haslett*
 - b. *January and February 2025: Councillor Dr. Jonathan Kerr*
 - c. *March and April 2025: Councillor Jenn Meilleur*
 - d. *May and June 2025: Councillor Maureen Swift*
 - e. *July and August 2025: Councillor Ken Grant*
 - f. *September and October, 2025: Councillor Steve Blacklock*
(2024.358) -- CARRIED

a. Council Appointments: 2024-25 Acting Mayor Roster, Signing Authorities and Meeting Schedule

Council Appointments

9. *THAT the following be appointed as having signing authority for the year 2024-25:*

- a. Mayor Nicole Minions*
- b. Councillor Steve Blacklock*
- c. Councillor Ken Grant*
- d. Councillor Chris Haslett*
- e. Councillor Dr. Jonathan Kerr*
- f. Councillor Jenn Meilleur*
- g. Councillor Maureen Swift*
- h. Jordan Wall, Chief Administrative Officer*
- i. Edward Henley, Director of Finance*
- j. Shelly Russwurm, Director of Corporate Services*
- k. Teodora "Odie" Morin, Deputy Director of Finance*

(2024.359) -- CARRIED

10. *THAT the 2025 Regular Council and Strategic Planning Committee meeting schedule be approved as outlined in the October 16, 2024 report from the Director of Corporate Services titled "2024-25 Acting Mayor Roster, Signing Authorities and Meeting Schedule".*

(2024.360) -- CARRIED

11. *THAT MNP LLP be appointed as the Town auditor for the 2025 calendar year.*

(2024.361) -- CARRIED

b. Appointment of Director of Development Services and Approving Officer

Development Services & Approving Officer

1. *THAT the appointment of Marvin Kamenz as Approving Officer for the Town of Comox be rescinded.*

(2024.362) -- CARRIED

2. *THAT Randy Houle be appointed as the Director of Development Services for the Town of Comox, effective October 1, 2024.*

(2024.363) -- CARRIED

3. *THAT Randy Houle, Director of Development Services, be appointed as the Approving Officer under Section 77 of the Land Title Act for the Town of Comox, effective October 1, 2024.*

(2024.364) -- CARRIED

c. Bee Friendly Community

Bee Friendly Community

1. *THAT Council update the 2024 Strategic Plan to designate the Town of Comox as a Bee Friendly Community, in accordance with the 2024 Climate Action Plan and Risk Assessment.*

(2024.365) -- CARRIED

2. *THAT Council approve the inclusion of \$3,200 into the yearly operating budget expenses related to the Bee Friendly designation.*

(2024.366) -- CARRIED

d. Grant Application - BC Active Transportation Infrastructure Grant Program

BC Active Transportation Grant

THAT Council formally authorizes Administration to proceed with an application for the BC Active Transportation Grants Program Infrastructure Grant for the Aspen Road/Bolt Avenue Sidewalk and Bike Lane Improvement Project.

(2024.367) -- CARRIED

[Opposed: Councillor CHaslett]

e. Revenue Anticipation Borrowing Bylaw No. 2033 and Bylaw No. 2034

Revenue Anticipation Borrowing Bylaws

1. *THAT the Mayor and Director of Finance be authorized to establish a temporary borrowing ability for up to \$10,000,000 with the Town of Comox's financial institution for the purpose of Revenue Anticipation.*

(2024.368) -- CARRIED

2. *THAT Comox Revenue Anticipation Bylaw No. 2033, 2024, a bylaw to authorize the borrowing of money in anticipation of revenue for 2024, be given First, Second and Third Readings.*

(2024.369) -- CARRIED

3. *THAT Comox Revenue Anticipation Bylaw No. 2034, 2024, a bylaw to authorize the borrowing of money in anticipation of revenue for 2025, be given First, Second and Third Readings.*

(2024.370) -- CARRIED

11. NOTICES OF MOTION: NIL

12. CORRESPONDENCE:

a. Hanna Stoddart: Request for Youth and Town Council Connection Event - March 2025

Correspondence: Comox Youth Council Event

THAT the correspondence from Hanna Stoddart, dated September 24, 2024, requesting members of Town Council attend the Youth and Town Council Connection Event scheduled for March 2025, be received and referred to Administration for further exploration.

(2024.371) -- CARRIED

b. Norman Laube, Owners Representative (Avtar Properties): Affordable Housing Alternate Proposal - 1966 Guthrie

1966 Guthrie Affordable Housing Options

1. *THAT Administration prepare a report for Council's consideration recommending the preferable option of the two provided by the developer on the provision of affordable housing.*

(2024.372) -- DEFEATED

[Opposed: Mayor Minions, Councillors SBlacklock JKerr JMeilleur]

b. Norman Laube, Owners Representative (Avtar Properties): Affordable Housing Alternate Proposal - 1966 Guthrie

1966 Guthrie Affordable Housing Options

2. *THAT the Chief Administrative Officer have a discussion with Avtar Properties in relation to alternate options for affordable housing contributions.*

AMENDED:

And that Administration bring back a report with a recommendation on the available options.

(2024.373) -- CARRIED

3. *MOTION AS AMENDED:*

THAT the Chief Administrative Officer have a discussion with Avtar Properties in relation to alternate options for affordable housing contributions, and

THAT Administration bring back a report with a recommendation on the available options.

(2024.374) -- CARRIED

c. Tom Adams, President (MIKI'SIW Métis Association): Request for Flag Raising During Metis Week and Louis Riel Day

Correspondence: Flag Raising

THAT the October 8, 2024, flag-raising request from the MIKI'SIW Métis Association, for November 12-16, 2024, be received and the request granted.

(2024.375) -- CARRIED

13. LATE ITEMS: NIL

14. REPORTS FROM MEMBERS OF COUNCIL:

a. Councillor Swift

Councillor Swift advised she attended the following events:

- Comox Valley Sewage Commission meeting
- 2024 Elected Officials' Forum on Climate Resiliency
- The POSTIVE REBEL, inspirational speaker Michael Bortolotto

b. Councillor Haslett

Councillor Haslett advised that he had nothing to report.

c. Councillor Grant

Councillor Grant advised that she attended the following events:

- 2024 Elected Officials' Forum on Climate Resiliency
- Comox Valley Sewage Commission meeting
- CVRD Board Meeting regarding the Housing Corporation

d. Councillor Meilleur

Councillor Meilleur advised that she attended the 2024 Elected Officials' Forum on Climate Resiliency.

e. Councillor Kerr

Councillor Kerr advised that he attended the CVRD Board Meeting regarding the Housing Corporation.

f. Councillor Blacklock

Councillor Blacklock advised that:

- The Comox BIA's Business Matters - Speaker & Mixer Series 2024 workshops are scheduled for October and November.
- He will attend the VIEA 2024 State of the Island Economic Summit next week.
- The Art Gallery is presenting an interesting exhibit on the stigmatization of substance users, with an event on Thursday from 1:00 to 3:00 PM.

g. Mayor Minions

Mayor Minions advised that there will be a joint store opening for Wildflower Mercantile and Roam Media retail spaces on Saturday from 10:00 AM to 4:00 PM, and she attended the following events:

- Emergency Weather Response meeting
- K'ómoks First Nation Council meeting
- CVRD Council of the Whole meeting
- Leadership meetings

17. RESOLUTION TO GO IN-CAMERA: NIL

18. RISE AND REPORT FROM IN-CAMERA: NIL

Adjournment:

Regularly moved and seconded that the meeting adjourn at 6:14 p.m.

CARRIED

Certified correct pursuant to Section 97(1)(b) of the Community Charter.

MAYOR

CORPORATE OFFICER



TOWN OF COMOX
Minutes of the Special Council Meeting,
held in Council Chambers on Wednesday October 23, 2024

Present: Mayor N. Minions
Councillors S. Blacklock (electronically), K. Grant, C. Haslett,
J. Meilleur, M. Swift

Absent: J.Kerr

Staff Present: S. Russwurm, Corporate Officer
E. Henley, Director of Finance

Call to Order:

The meeting was called to order at 5:01 p.m. with 0 members of the public in attendance.

Mayor Minions acknowledged that the Town of Comox is standing on the unceded traditional territory of the K'omoks First Nation, the traditional keepers of this land.

1. AGENDA ITEM:

a. Comox Permissive Tax Exemption Bylaw No. 2036, 2024

**Permissive Tax Exemption
Bylaw**

THAT Comox Permissive Tax Exemption Bylaw No. 2036, 2024, be Adopted.

(2024.376) -- CARRIED

Adjournment:

Regularly moved and seconded that the meeting adjourn at 5:02 p.m.

CARRIED

Certified correct pursuant to Section 97(1)(b) of the Community Charter.

MAYOR

CORPORATE OFFICER



RECEIVED

October 9, 2024

TOWN OF COMOX

LOG: 24-419	REFER:	AGENDA: RCM 06-Nov-24
FILE: 7580-20	ACTION: MR	

Copies: Council
JW/SR/CD

Comox Valley RCMP Detachment

QUARTERLY REPORT TOWN OF COMOX

July 1, 2024 – September 30, 2024

Comox Valley RCMP Detachment Quarterly Report

July 1, 2024 to September 30, 2024

The Comox Valley Royal Canadian Mounted Police (RCMP) provides quarterly updates on policing in the community. The quarterly reports coincide with the Comox Valley RCMP Annual Performance reporting time lines in conjunction with Community Priorities.

First Quarter: April 1 to June 30

Second Quarter: July 1 to September 30

Third Quarter: October 1 to December 31

Fourth Quarter: January 1 to March 31

Calls for Service

In the second quarter of the 2024-2025 fiscal year, there were 677 Calls for Service in Comox. This was a 13 percent (97 file) decrease from the 774 Calls for Service in the second quarter of the previous year.

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2019	203	169	210	247	262	254	262	281	230	217	195	191	2721
2020	220	253	220	222	257	253	265	296	225	250	203	153	2817
2021	162	153	168	220	217	216	299	240	208	191	189	190	2453
2022	160	160	182	183	191	171	233	228	206	225	157	197	2293
2023	161	162	194	153	248	237	295	271	208	243	224	194	2590
2024	159	184	177	199	209	213	205	251	221				1818

Most Common Call Types

In the second quarter of the 2024-2025 fiscal year, the most common Call for Service in Comox was Property. These files predominantly pertain to lost and found items. Relative to the second quarter of the previous year, there were notable increases in Calls for Service regarding Alarms and Missing Persons. Most of the Missing Person files involved residents of a Youth Group Home.

	Final Case Type	Second Quarter Data						% Change from 23-24 Q2	Difference from 23-24 Q2
		2019	2020	2021	2022	2023	2024		
1	PROPERTY	75	66	46	46	60	57	-5%	-3
2	TRAFFIC INCIDENT	59	70	84	69	76	56	-26%	-20
3	CHECK WELLBEING	41	59	67	26	72	47	-35%	-25

4	SUSPICIOUS CIRCUMSTANCES	32	25	37	29	42	46	10%	4
5	ALARM	23	20	18	43	24	42	75%	18
6	THEFT	60	35	27	23	41	39	-5%	-2
7	DISTURBANCE	23	37	40	28	40	35	-13%	-5
8	MISCHIEF	32	35	22	47	34	34	0%	0
9	MISSING PERSON	9	7	6	13	12	23	92%	11
10	ASSIST POLICE / FIRE / AMBULANCE	27	30	23	24	27	20	-26%	-7

Most Common Call Locations

In the second quarter of the 2024-2025 fiscal year, the location in Comox with the most Calls for Service was a Youth Group Home.

	Location	Second Quarter Data						% Change from 23-24 Q2	Difference from 23-24 Q2
		2019	2020	2021	2022	2023	2024		
1	Youth Group Home	0	0	0	0	13	31	138%	18
2	2187 COMOX AVE (Seascape Apartments)	24	18	14	15	10	18	80%	8
3	123 PORT AUGUSTA ST (Marina)	11	12	13	12	23	14	-39%	-9
4	215 PORT AUGUSTA ST (Comox Centre Mall)	10	6	12	18	11	9	-18%	-2
5	1742 BEAUFORT AVE (Quadra Gardens)	2	2	3	3	3	9	200%	6
6	GUTHRIE RD / ANDERTON RD	6	6	3	4	5	7	40%	2
7	618 ANDERTON RD (Anderton Place)	4	7	8	7	4	7	75%	3
8	1250 KNIGHT RD (Airport)	8	7	10	12	19	7	-63%	-12
9	2200 MURRELET DR (Aspen View)	0	0	0	5	6	5	-17%	-1
10	2082 COMOX AVE (Port Augusta Motel)	3	12	6	5	7	5	-29%	-2

Violent Crime

In the second quarter of the 2024-2025 fiscal year, there were 62 Violent Crime files in Comox. This was a 48 percent increase over the 42 Violent Crime files in the second quarter of the previous year.

Types of Violent Crime

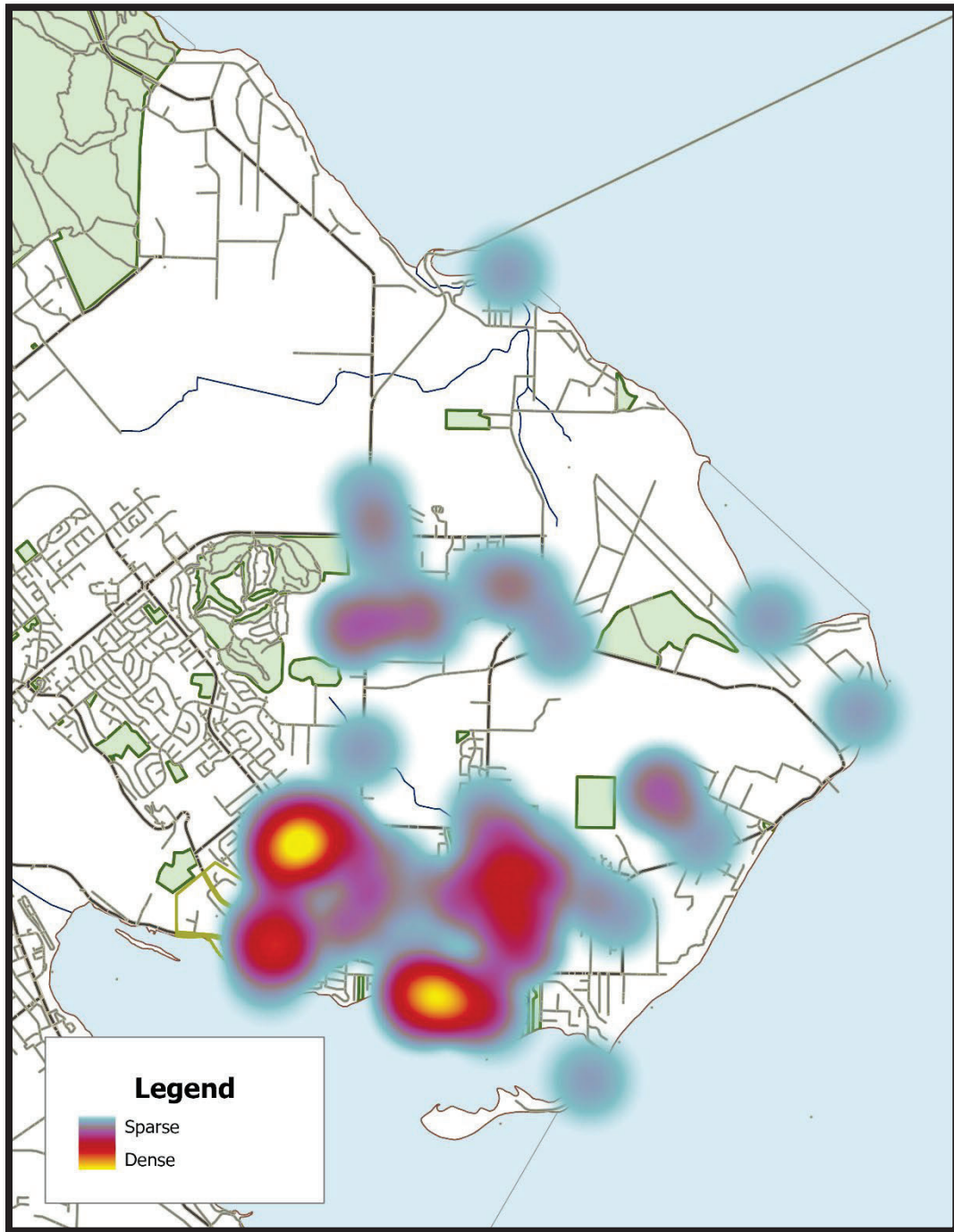
In the first quarter of the 2024-2025 fiscal year, the most common type of Violent Crime file in Comox was Assault. Relative to the second quarter of the previous fiscal year, there were notable increases in Utter Threats, Harassment, and Sex Offences files. None of the Sex Offence files were related events.

File Type	Second Quarter Data						% Change from 23-24 Q2	Difference from 23-24 Q2
	2019	2020	2021	2022	2023	2024		
ASSAULTS	12	12	10	16	14	19	36%	5
UTTER THREATS	11	12	16	11	9	16	78%	7
HARASSMENT	12	15	17	12	11	16	45%	5
SEX OFFENCES	3	5	6	6	3	8	167%	5
EXTORTION	0	0	4	3	3	2	-33%	-1
INTIMIDATION	0	0	0	0	0	1		1
ROBBERY	1	0	0	0	1	0	-100%	-1
KIDNAPPING	1	1	0	0	0	0		0
HOMICIDE	0	0	0	0	1	0	-100%	-1
Total	40	45	53	48	42	62	48%	20

UNCLASSIFIED

Map of Violent Crime in Comox

In the second quarter of the 2024-2025 fiscal year, there were hotspots for Violent Crime files at the Comox Marina, Downtown Comox, and the area around Murrelet Drive.



UNCLASSIFIED

Property Crime

In the second quarter of the 2024-2025 fiscal year, there were 104 Property Crime files in Comox. This was a 22 percent decrease from the 134 Property Crime files in the second quarter of the previous year.

Types of Property Crime

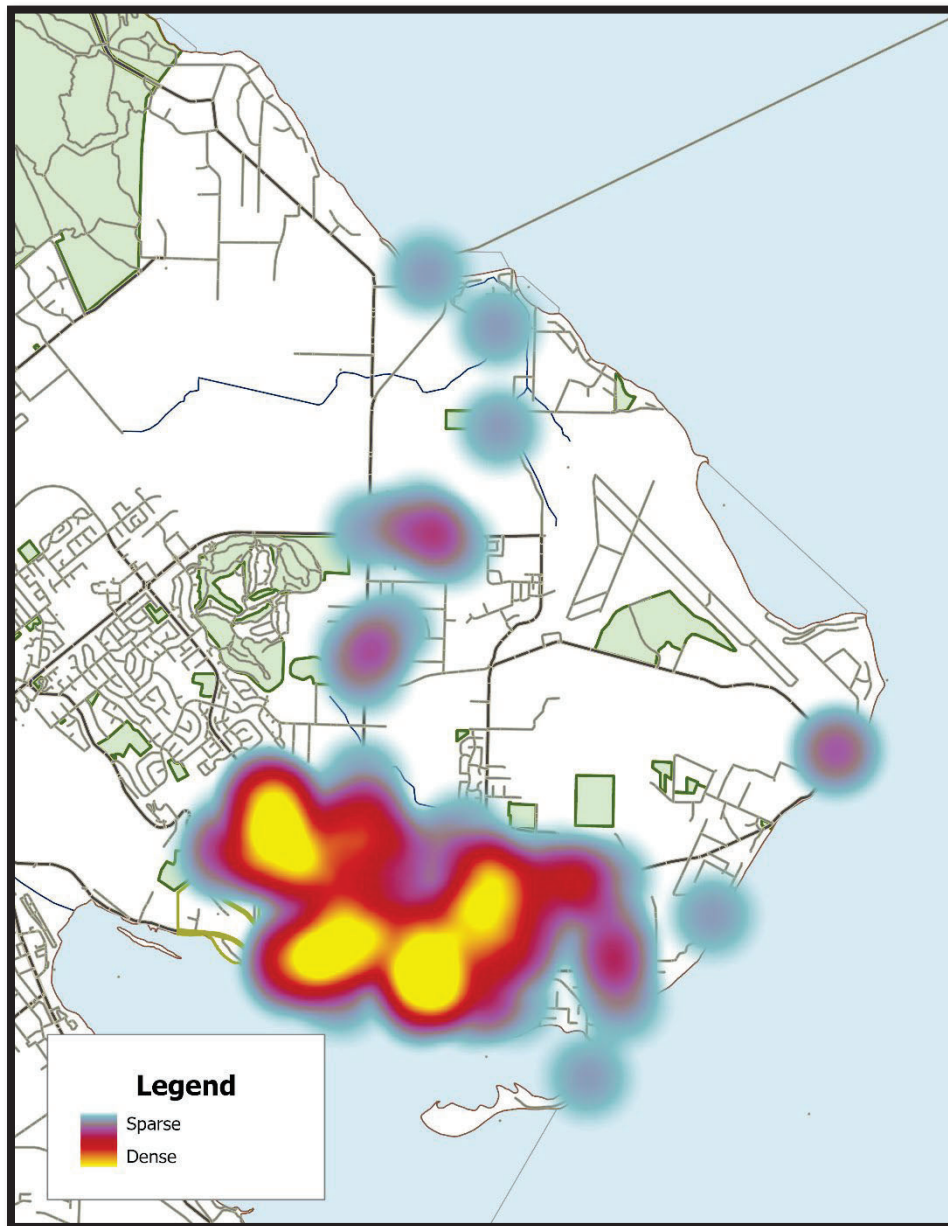
In the second quarter of the 2024-2025 fiscal year, the most common type of Property Crime file in Comox was Theft from Vehicle. Relative to the second quarter of the previous fiscal year, there were notable increases in Theft from Vehicle and Arson files. Two of the fires were intentionally set in treed areas, but it is unknown if the same person was responsible for them.

File Type	Second Quarter Data						% Change from 23-24 Q2	Difference from 23-24 Q2
	2019	2020	2021	2022	2023	2024		
THEFT FROM VEHICLE	33	12	15	13	22	38	73%	16
MISCHIEF TO PROPERTY	38	41	40	63	42	29	-31%	-13
FRAUDS	26	22	19	11	29	13	-55%	-16
OTHER THEFT U/5000	18	15	10	6	9	6	-33%	-3
ARSON	0	0	0	0	0	4		4
SHOPLIFTING	1	0	3	2	3	3	0%	0
AUTO THEFT	3	7	8	3	3	3	0%	0
OTHER GO	3	2	1	1	2	3	50%	1
BIKE THEFT	6	4	3	6	8	1	-88%	-7
BREAK & ENTER - RES	6	6	3	4	5	1	-80%	-4
BREAK & ENTER - BUS	3	6	1	2	7	1	-86%	-6
OTHER THEFT O/5000	4	1	3	0	1	1	0%	0
POSSESS STOLEN PROPERTY	1	2	1	0	0	1		1
BREAK & ENTER - OTH	5	7	4	4	3	0	-100%	-3
THEFT FROM MAIL	0	2	0	0	0	0		0
Total	147	127	111	115	134	104	-22%	-30

UNCLASSIFIED

Map of Property Crime by Area of Comox

In the second quarter of the 2024-2025 fiscal year, there were hotspots of Property Crime files in the area around Comox Ave between Anderton Rd and Glacier View Dr; the area between Guthrie Rd, Murrelet Dr, Silver Star Pl, and Olympic Dr; the area around Noel Ave between Salish St and Nimpkish St; and the area of the Marina.



UNCLASSIFIED

Controlled Drugs and Substances Act (CDSA) Offences

In the second quarter of the 2024-2025 fiscal year, there were 7 CDSA Offence files in Comox.

File Type	Second Quarter Data						% Change from 23-24 Q2	Difference from 23-24 Q2
	2019	2020	2021	2022	2023	2024		
DRUG POSSESSION	0	3	1	1	1	4	300%	3
DRUGS OTHER	3	1	0	2	0	3		3
DRUG TRAFFICKING	4	1	0	0	2	0	-100%	-2
DRUG PRODUCTION	1	0	0	0	0	0		0
Total	8	5	1	3	3	7	133%	4

Traffic Offences

In the second quarter of the 2024-2025 fiscal year, there were 6 Traffic Offence files in Comox.

File Type	Second Quarter Data						% Change from 23-24 Q2	Difference from 23-24 Q2
	2019	2020	2021	2022	2023	2024		
IMPAIRED OP MOTOR VEHICLE	15	6	13	11	17	6	-65%	-11
PROHIBITED DRIVING	1	0	0	0	0	0		0
IMPAIRED OP BOAT/VESS/AIR	1	0	0	0	0	0		0
Total	17	6	13	11	17	6	-65%	-11

UNCLASSIFIED

RECEIVED

October 21, 2024

LOG: 24-421	REFER:	AGENDA: RCM 06-Nov-25
FILE: 0390-20/A	ACTION: MR	

From: AVICC Info <info@avicc.ca>

Sent: October 21, 2024 4:59 PM

To: Theresa Dennison <tdennison@avicc.ca>

Subject: 2025 AVICC AGM & Convention - 1st call for Resolutions and Convention Information

TOWN OF COMOX

File: 0390-20/AVICC/2025

Copies: Council
JW/SR/CD

Please forward to elected officials, the CAO and Corporate Officer:

The Association of Vancouver Island & Coastal Communities (AVICC) is currently planning the [2025 AVICC AGM & Convention](#) taking place April 11-13, 2025 at the Vancouver Island Conference Centre in downtown Nanaimo. The [City of Nanaimo](#) and the [Regional District of Nanaimo](#) will be our hosts, and we thank them for supporting the association. AVICC is honoured to gather on the traditional territories of the [Snuneymuxw First Nation](#), the [Qualicum First Nation](#), and the [Snaw-naw-as \(Nanoose\) First Nation](#) for the upcoming convention, and we look forward to their involvement throughout.

[2025 Accommodation information](#) has been posted on our website. When planning your stay in Nanaimo, please remember that pre-convention workshops and tours will be offered for those interested on the morning of Friday, April 11th, usually starting at 8:30am. The official convention opening is at 2:00pm on Friday, April 11th, and the conference finishes at noon on Sunday, April 13th. The AVICC banquet will be held on Saturday night.

Please find attached four documents relating to the 2025 AVICC AGM & Convention for your consideration and action:

1. RESOLUTIONS- DEADLINE FEBRUARY 6, 2025

The AVICC Executive is putting out a first call for resolutions to be considered at the 2025 AVICC AGM & Convention (attached). AVICC members may now submit board or council endorsed resolutions following the requirements outlined in the attached Call for Resolutions. The deadline for resolutions is **4:30pm on Thursday February 6th, 2025**. Submitting resolutions well ahead of the deadline is strongly encouraged to allow time to review submissions with the sponsoring local government.

2. NOMINATIONS- DEADLINE FEBRUARY 6, 2025

The AVICC Nominating Committee is now accepting nominations for elected official members to serve on the 2024/25 AVICC Executive Committee. The deadline for nominations is **4:30pm on Thursday February 6, 2025**. A Nomination Form and information about the positions on the AVICC Executive Committee is attached.

3. SESSION PROPOSALS- DEADLINE DECEMBER 2, 2024

Is there a topic that you would like to hear about? Do you have a speaker you would like to suggest? Send in your suggestions by completing the attached form and submitting it to info@avicc.ca by **Monday, December 2, 2024**. The AVICC Executive will review all session proposals at our December meeting and confirm the sessions at our January meeting.

4. STUDENT PARTICIPATION PROGRAM- DEADLINE JANUARY 9, 2025

It is important for current local leaders to engage with the youth in their communities to encourage higher civic engagement and ultimately, to increase interest in pursuing a career within local government. The AVICC Executive would like to encourage members to invite interested local secondary or post-secondary students to apply to attend the Convention business sessions in 2025. AVICC will waive the registration fee and reimburse 50% of the travel expenses up to a maximum of \$1000 per successful student applicant. The sponsoring member local government will be responsible for working with the student to arrange travel and cover additional expenses. To sponsor a student in your community, please work with them to complete and submit the attached 2025 AVICC AGM & Convention Student Participation Application by **Thursday, January 9, 2025**.

To make the content of the annual AVICC Convention more widely available, the AVICC Executive has decided that, for the 2025 Convention, we will once again record some of the sessions to make them available for a limited time after the convention. In addition, elections for the 2025/26 AVICC Executive Committee will be open to all members, not just those in attendance at the in-person convention. Registration will be available in February, and further detailed information about the convention will be communicated to members and posted on our [website](#) as it becomes available.

If you require assistance, or if you have any questions, please feel free to reach out to Theresa Dennison at tdennison@avicc.ca. We look forward to seeing you in Nanaimo!

Association of Vancouver Island and Coastal Communities

236.237.1202

info@avicc.ca

www.avicc.ca



The AVICC acknowledges that we are grateful to live, work, and play on the traditional territories of the Coast Salish, Nuu-Chah-Nulth and Kwak-Waka'wakw Peoples

This email is confidential and may be privileged; it is for the use of the named recipient(s) only. If you are not an intended recipient of this email, please notify the sender immediately and do not copy or disclose its contents to any person or body. Any use of this email by an unintended recipient is prohibited.



2025 AGM & CONVENTION

RESOLUTIONS NOTICE REQUEST FOR SUBMISSIONS

The AVICC Executive is calling for resolutions to be considered at the 2025 AGM and Convention that, subject to public health order restrictions, will be held in Nanaimo at the Vancouver Island Conference Centre as an in-person event from April 11-13, 2025.

Members are asked to submit resolutions that meet the requirements outlined in the following pages.

DEADLINE FOR RESOLUTIONS:

AVICC must receive all resolutions by: **4:30 pm, Thursday, February 6, 2025**

IMPORTANT SUBMISSION REQUIREMENTS

To submit a resolution to the AVICC for consideration please send a copy of the resolution as a **word document** by email to info@avicc.ca by the deadline. AVICC staff will confirm receipt of the submission via email. If confirmation is not received within 3 business days, the resolution sponsor should follow up by phone at 236-237-1202. A mailed hard copy of the resolution is no longer required.

AVICC's goal is to have resolutions that can be clearly understood and that have specific actions. If a resolution is endorsed, its "therefore clause" will form the basis for advocacy work with other levels of government and agencies. Detailed guidelines for preparing a resolution follow, but the basic requirements are:

- Resolutions are only accepted from AVICC member local governments and must have been endorsed by the Board or Council.
- Members are responsible for submitting accurate resolutions. AVICC recommends that local government staff assist in drafting the resolutions, in checking the accuracy of legislative references, and be able to answer questions from AVICC & UBCM about each resolution. If necessary, please contact AVICC staff for assistance in drafting the resolution.
- Each resolution **must include a separate backgrounder** that is a maximum of 3 pages and specific to a **single** resolution. Each resolution submitted must have a separate backgrounder; do not combine backgrounders into a single document. The backgrounder may include links to other information sources and reports.
- Sponsors should be prepared to speak to their resolutions at the Convention.
- Resolutions must be relevant to other local governments within AVICC rather than specific to a single member government.

- The resolution must have at least one “whereas” clause and **should not contain more than two “whereas” clauses**. Each whereas clause must have only **one sentence**.

LATE AND OFF THE FLOOR RESOLUTIONS

- a. A resolution submitted after the regular deadline is treated as a "Late Resolution". The Resolutions Committee **only** recommends Late Resolutions for debate if the topic was not known prior to the regular deadline date, or if it is emergency in nature.
- b. Late Resolutions must be received by AVICC by **noon on Wednesday, April 9th, 2025**.
- c. Late Resolutions are not included in the Resolutions Package sent out to members before the Convention. They are included in the Report on Late Resolutions that is distributed on-site.
- d. Off the Floor Resolutions are considered after all resolutions in the Resolutions Book and all Late Resolutions have been considered. Off the Floor Resolutions must be submitted in writing to the Chair of the Resolutions Session as soon as practicable, and copies must be made available to all delegates no later than 9:00 am on Sunday morning. Contact AVICC staff for more information about how to organize an Off the Floor Resolution for consideration.
- e. The full Convention Rules, including detailed information about the process for Late and Off the Floor Resolutions, will be published and distributed to members in advance of the Convention.

AVICC RESOLUTIONS PROCEDURES

UBCM urges members to submit resolutions to their Area Association for consideration. Resolutions endorsed at the AVICC annual meeting, except those that are considered to be regional in nature by UBCM (see below) are submitted automatically to UBCM for consideration.

A resolution deemed by UBCM to be specific to the AVICC region is considered a Regional Resolution and if endorsed, it will not be automatically submitted to UBCM for consideration at the UBCM annual meeting, and instead will remain with AVICC, where it may be actioned.

UBCM has observed that submitting resolutions first to an Area Association results in better quality resolutions overall. Local governments may submit Council- or Board-endorsed resolutions directly to UBCM prior to **June 15th, 2025**. Detailed instructions are available on the UBCM website.

RESOLUTIONS PROCESS

1. Members submit resolutions to AVICC for debate. All resolutions submitted to AVICC are forwarded to UBCM staff for analysis, comment, and recommendations.
2. For some resolutions which focus on issues specific to the AVICC region, UBCM will indicate that they are considered a Regional Resolution and that it won't be admitted to UBCM for debate should it be endorsed. AVICC will work with local governments to address issues identified by UBCM staff to ensure the resolution reflects the intention of the local government.

3. The AVICC Resolutions Committee reviews and finalizes the recommendations, and the Resolutions Book is published and sent to members in advance of the annual meeting.
4. AVICC conveys any Regional Resolutions endorsed at their annual meeting to the appropriate level of government, or takes other action as determined by the AVICC Executive. AVICC will forward any response to the regional resolution sponsor.
5. AVICC submits all other resolutions endorsed at its Convention to UBCM.
6. The UBCM Resolutions Committee reviews the resolutions for submission to its Convention.
7. Resolutions endorsed at the UBCM Convention are submitted by UBCM to the appropriate level of government for response.
8. UBCM will forward the response to the resolution sponsor for review.

AVICC & UBCM RESOLUTIONS GUIDELINES

The Construction of a Resolution:

All resolutions contain a preamble – the *whereas* clause(s) – and an enactment clause. The preamble describes ***the issue*** and the enactment clause outlines ***the action being*** requested of AVICC and/or UBCM. A resolution should answer the following three questions:

- a) **What is the problem?**
- b) **What is causing the problem?**
- c) **What is the best way to solve the problem?**

Preamble:

The preamble begins with "WHEREAS" and is a concise sentence about the nature of the problem or the reason for the request. It answers questions (a) and (b) above, stating the problem and its cause, and should explain, clearly and briefly, the reasons for the resolution.

The preamble should contain **no more than two "WHEREAS" clauses**. Supporting background documents can describe the problem more fully if necessary. **Do not add extra clauses.**

There should be only one sentence per WHEREAS clause.

Enactment Clause:

The enactment clause begins with the phrase "Therefore be it resolved" and is a concise sentence that answers question (c) above, suggesting the best way to solve the problem. **The enactment should propose a specific action by AVICC and/or UBCM.**

Keep the enactment clause as short as possible, and clearly describe the action being requested. The wording should leave no doubt about the proposed action. Consider whether the resolution relates to all local governments, or is specific to municipalities, regional districts and/or First Nations, and use the appropriate language.

HOW TO DRAFT A RESOLUTION

1. Address one specific subject in the text of the resolution.

Because your community seeks to influence attitudes and inspire action, limit the scope of a resolution to one specific subject or issue. If there are multiple topics in a resolution, the resolution may be sent back to the sponsor to rework and resubmit.

2. For resolutions to be debated at UBCM, focus on issues that are province-wide.

The issue identified in the resolution should be relevant to other local governments across BC. This will support productive debate and assist UBCM to represent your concern effectively to the provincial or federal government on behalf of all BC local governments. Local governments are welcome to submit resolutions that address issues specific to the AVICC region. A resolution that addresses a topic specific to the AVICC region may not be entered for debate during the UBCM Convention but may be actioned by the AVICC Executive if endorsed.

3. Use simple, action-oriented language.

Explain the background briefly and state the desired action clearly. Delegates can then debate the resolution. Resolutions that are unclear or that address multiple topics may end up with amendments at the Convention.

4. Check legislative references for accuracy.

Research the legislation on the subject so the resolution is accurate. Where necessary, identify:

- the correct jurisdictional responsibility (responsible ministry or department, and whether provincial or federal government); and
- the correct legislation, including the title of the Act or regulation.

5. Provide factual background information.

Even a carefully written resolution may not be able to convey the full scope of the problem or the action being requested. Provide factual background information to ensure that the intent of the resolution is fully understood for the purpose of debate and UBCM (or AVICC for Regional Resolutions) can advocate effectively with other levels of government and agencies.

Each resolution **must include a separate backgrounder** that is a maximum of 3 pages and specific to a single resolution. Do not submit a single backgrounder relating to multiple resolutions. The backgrounder may include links to other information sources and reports.

Resolutions submitted without background information **will not be considered** until the sponsor has provided adequate background information. This could result in the resolution being returned and having to be resubmitted.

6. Construct a brief, descriptive title.

A title identifies the intent of the resolution. It is usually drawn from the "enactment clause" of the resolution. For ease of printing in the Annual Report and Resolutions Book and for clarity, a title should be no more than three or four words.

TEMPLATE FOR A RESOLUTION

Whereas << *this is the area to include an issue statement that outlines the nature of the problem or the reason for the request* >> ;

And whereas << *if more information is useful to answer the questions - what is the problem? what is causing the problem?>> :*

Therefore be it resolved that **AVICC and/or UBCM** << *specify here the **action(s)** that AVICC **and/or** UBCM are being asked to take on, and what government agency the associations should be contacting to solve the problem identified in the whereas clauses. For regional resolutions, only AVICC may take action, and for all other resolutions, AVICC and UBCM may take action* >>.

<<*If absolutely necessary, there can be a second enactment clause (the “therefore” clause that specifies the action requested) with the following format:>>*

And be it further resolved that **AVICC and/or UBCM** << *specify any additional actions needed to address the problem identified in the whereas clauses* >>.



2025 AGM & CONVENTION

CALL FOR NOMINATIONS FOR AVICC EXECUTIVE

AVICC members elect directors to the Executive Committee at the AGM. The Executive Committee ensures that the policies set by the general membership are carried forward, and provides direction for the Association between annual meetings. This circular is notice of the AVICC Executive Committee positions open for nomination, and the procedures for nomination.

1. POSITIONS OPEN TO NOMINATIONS

The following positions are open for nomination:

- President
- First Vice-President
- Second Vice-President
- Director at Large (3 positions)
- Electoral Area Representative

2. NOMINATION PROCESS AND QUALIFICATIONS FOR OFFICE

Candidates must be an elected official of an AVICC member and must be nominated by two elected officials of an AVICC member. Background information on the key responsibilities and commitments of an AVICC Executive member is provided following the nomination form. The Chair of the 2025 Nominating Committee is Past President Penny Cote.

3. NEXT STEPS

The Nominating Committee will review the credentials of each candidate for eligibility. A Report on Nominations, including a photo and biography will be prepared under the direction of the Nominating Committee, and distributed prior to the Convention.

**To be included in the Report on Nominations,
Nominations Must Be Received by 4:30 PM, Thursday, February 6, 2025**

4. AT CONVENTION

Candidates may also be nominated at the Convention from the floor. Candidates and their two nominators must be elected officials of an AVICC member.

5. SUBMISSION INFORMATION

All submissions should be forwarded by email to:

Past President Penny Cote, Chair, 2025 Nominating Committee
c/o AVICC
P.O. Box 28058
Victoria, BC V9B 6K8
Phone: (236) 237-1202
email: info@avicc.ca

AVICC AGM & Convention – April 11-13, 2025 – Victoria

NOMINATIONS FOR THE 2025-26 AVICC EXECUTIVE

We are qualified under the AVICC Constitution to nominate¹ a candidate and we nominate:

Candidate Name: _____

Local Government Position (Mayor/Councillor/Director): _____

Local Government Represented: _____

AVICC Executive Office Nominated For: _____

MEMBERS NOMINATING THE CANDIDATE:

Printed Name: _____ Printed Name: _____

Position: _____ Position: _____

Muni/RD: _____ Muni/RD: _____

Signature: _____ Signature: _____

CONSENT FORM

I consent to this nomination and attest that I am qualified to be a candidate for the office I have been nominated for pursuant to the AVICC Bylaws and Constitution². I also agree to provide the following information to info@avicc.ca by **4:30 PM, Thursday February 6, 2025**.

- Photo in digital format
- Biographical information of approximately 300 words that may be edited by AVICC

Printed Name: _____

Current Position: _____

Muni/RD/FN: _____

Signature: _____

Date: _____

¹ Nominations require two elected officials of local governments that are members of the Association.

² All nominees must be an elected official of an AVICC member. Nominees for the position of Electoral Area Representative must be an Electoral Area Director.

**Return To: Past President Penny Cote, Chair, Nominating Committee,
c/o AVICC, P.O. Box 20858, Victoria, BC V9B 6K8
or via email to info@avicc.ca**

AVICC AGM & Convention – April 11-13, 2025 – Victoria



BACKGROUND INFORMATION FOR CANDIDATES TO THE AVICC EXECUTIVE

AVICC EXECUTIVE ELECTED POSITIONS

The [AVICC Bylaws](#)¹ include detailed information about the AVICC Executive elections, positions, and roles. The AVICC elected positions and responsibilities of each are as follows:

PRESIDENT

- Acts as Meeting Chair;
- Participates in discussion, provides and votes on motions;
- Approves communications, meeting agendas, and financial transactions;
- Represents AVICC at external meetings and reports back to the AVICC Executive;
- Provides staff oversight;
- Handles all media relations;
- Hosts the AVICC luncheon at the UBCM Convention;
- Oversees the planning of the AVICC AGM & Convention; and
- Other functions as assigned by the AVICC Executive Committee.

FIRST VICE-PRESIDENT and SECOND VICE-PRESIDENT

- Acts as Meeting Chair if the President is absent from the meeting;
- Acts in the role of President in their absence;
- Participates in discussion, provides and votes on motions; and
- Other functions as assigned by the AVICC Executive Committee.

DIRECTORS AT LARGE (THREE POSITIONS) AND ELECTORAL AREA DIRECTOR

- Participates in discussion, provides and votes on motions.

IMMEDIATE PAST-PRESIDENT (APPOINTED POSITION)

The immediate Past-President remains part of the AVICC Executive and acts in an advisory role to the President. The Past-President participates in discussion, provides and votes on motions, and acts as the Chair of the Nominating Committee.

EMPLOYEE

The Association has one full-time permanent staff person, who provides the key administrative and operational functions for the organization, and who reports to the AVICC President on behalf of the AVICC Executive. AVICC's employee also acts as Secretary-Treasurer of the Association.

¹ <https://avicc.ca/wp-content/uploads/2018/10/2018-Bylaws-final-1.pdf>

EXECUTIVE MEETINGS

The full Executive meets in person seven times a year (5 virtual and 2 in-person), following this general pattern:

- June- virtual
- August- virtual
- October- in-person
- December- virtual
- January- virtual
- March- virtual
- Thursday preceding the Annual Convention (afternoon)- in-person

If required, there may be a brief administrative meeting onsite after convention.

Executive meetings (other than those in conjunction with the Convention) are generally held on a Friday. The October in-person meeting is typically held in Nanaimo. Travel expenses and a per diem for meals and incidentals are provided for in-person Executive Meetings (with reimbursement for only the added expenses that would not normally be incurred for attending the annual Convention).



AVICC 2025 Convention
April 11-13, 2025
Vancouver Island Conference Centre
CALL FOR SESSION SUBMISSIONS

Thank you for your interest in participating in the 2025 AVICC Convention. It will be held Friday through Sunday, April 11-13, 2025, at the Vancouver Island Conference Centre in downtown Nanaimo.

To submit a proposal, fill in the information requested below and email this document back as a **word document** to info@avicc.ca.

The deadline for submissions is Monday, **December 2, 2024**.

There are limited spots on the program including:

- three 60-minute plenary presentations;
- six 60-to-90-minute concurrent workshops on Saturday afternoon; and
- one 2-to-3-hour pre-convention workshop to take place on Friday morning.

Session Proposal Considerations:

- Delegates encourage sessions that involve multi-party perspectives (panels) and that are **interactive**, rather than “talking head” presentations.
- Preference will be given to sessions with an interactive or facilitated component to their proposal.
- Topics should be relevant to our local government members – focusing on the important issues impacting local government elected officials and their communities.

Please complete the following section with **as much information as possible**. The AVICC Executive will consider all of the proposed sessions at their December 13, 2024 meeting, with final decisions made at the January 17, 2025 meeting. Panelist information can be updated after the December 2nd deadline as sessions and details are confirmed.

Title of Session:	
Name of Organization:	
Contact Person Name:	
Phone:	
Address:	
Email:	

Session Description (for review of AVICC Executive Committee. This information will also be used in program materials):	
Proposed Session Length:	
Preferred Time and Day:	
Audio Visual Requirements:	
Travel or other expenses if any:	
# of Proposed Presenters:	
Name - Presenter #1:	
Bio and Organization - Presenter #1:	
Name - Presenter #2:	
Bio and Organization - Presenter #2:	
Name - Presenter #3:	
Bio and Organization - Presenter #3:	

Name - Presenter #4:	
Bio and Organization - Presenter #4:	
Any other Information or requirements:	

Successful applicants must confirm their session description, session title, and final list of presenters with AVICC by January 31st, 2025 for inclusion in the brochure and program.

Changes to presenters or failure to meet this deadline may result in the session being cancelled.

Presenters agree to submit all PowerPoint presentations by March 28th, 2025.

I agree to the above conditions and deadlines:

Signature: _____

Name: _____

Date: _____



2025 AVICC AGM & Convention

Student Participation Program

Deadline January 9, 2025

The [Association of Vancouver Island and Coastal Communities](#) (AVICC) is hosting their 2025 AVICC AGM & Convention in Nanaimo at the Vancouver Island Conference Centre from April 11-13, 2025. The Convention brings together elected officials and staff from 54 local governments on Vancouver Island and in BC coastal communities, provincial representatives, and other local government partners. Our members gather at our annual convention to network, learn, and discuss the issues and policies that are important to our local communities.

The AVICC Executive would like to encourage members to invite interested local secondary or post-secondary students to apply to attend the Convention business sessions in 2025. AVICC will waive the registration fee and reimburse 50% of the travel expenses up to a maximum of \$1000 per successful student applicant.

The sponsoring member local government will be responsible for working with the student to arrange travel and cover additional expenses. AVICC is not responsible for the student throughout the convention, and sponsoring local government members are responsible to ensure that the student has a safe and positive experience, and that the convention code of conduct is upheld.

Planning for the 2025 Convention is currently underway. It will follow the same format as the [2024 AVICC AGM & Convention Program](#) with business sessions taking place as follows:

- Friday, April 11, 2025: 2:00pm-7:30pm (welcome reception included)
- Saturday, April 12, 2025: 7:30am-4:30pm (banquet not included)
- Sunday, April 13, 2025: 7:30am-12:00pm

Coffee break refreshments, light reception food at the Welcome Reception on Friday night, breakfast on Saturday and Sunday, and lunch on Saturday are included in the complimentary registration. A ticket to the banquet is not included.

By exposing youth to local government, they will be familiarized with it – thereby increasing the likeliness that they participate on more levels with their local government over time. It is important for current local leaders to engage with the youth in their communities to encourage higher civic engagement and ultimately, to increase interest in pursuing a career within local government.

Please complete and submit the attached application form **via email to info@avicc.ca by 4:30pm on Thursday, January 9, 2025.**

The AVICC Executive will be evaluating and approving applications for participation in the 2025 AVICC AGM & Convention student program at their January Executive meeting, and all applicants will be contacted by the end of January regarding the status of their application.

If you have any questions or require further information, please contact Theresa Dennison, AVICC Executive Coordinator, at 236-237-1202 or tdennison@avicc.ca.



2025 AVICC AGM & Convention

Student Participation Application

Deadline January 9, 2025

Member Organization- Sponsor

Organization _____
Contact Name _____
Contact Email _____
Contact Phone _____

Student Applicant Information

Student Name _____
Student Email _____
Student Phone _____
Institution/School _____
Area of Study/Grade _____

Why would you like to attend the 2025 AVICC AGM & Convention?

Provide some examples of ways youth can participate in local government. How do you participate in civic engagement in your community?

The sponsoring AVICC member organization and the student applicant mutually support this application and have read and agree to the guidelines provided with this application.

Sponsoring AVICC Member

Name: _____
Position: _____
Signature: _____
Date: _____

Student Applicant

Name: _____
Signature: _____
Date: _____

Please submit applications by January 9, 2025 via email to info@avicc.ca

From: Town of Comox <no-reply@web-response.com>
Sent: October 22, 2024 12:05 PM
To: Town of Comox – Administration <town@comox.ca>
Subject: Webform submission from: Contact Us > Content rows

Submitted on Tue, 10/22/2024 - 12:04

Submitted values are:

First name:

Trish

Last name:

Malcomess

RECEIVED

October 22, 2024

TOWN OF COMOX

LOG: 24-422	REFER:	AGENDA: RCM 6-Nov-24
FILE: 0400-03/24	ACTION: MR	

File: 0400-03/2024

Copies: Council
JW/SR/CD/TH/MS

Phone:

[REDACTED]

Email:

[REDACTED]

Feel free to ask us a question or provide feedback:

In the Dead of Winter

Dear Nicole Minions, Mayor of Comox and town councillors,

In the Dead of Winter where do we turn for warmth without a sauna?

I have appreciated the infra red sauna at the Comox recreation Centre for many years and myself and many others are wondering when it will be in operation again? The storms are here and Winter is just around the corner. Saunas are a lifesaver in the dead of Winter. The health benefits of an infra red Sauna are limitless, especially after exercising. Increases immunity; lowers blood pressure; lifts one's mood; improves cardio vascular health; improved sleep; joint pain reduction; detoxification; reduces cortisol levels by 25%; fights illness; boosts metabolism; Improves Blood Circulation; helps weight loss and great for relaxation. I appeal to you to consider reinstalling an updated infra red sauna. I understand that it is costly however the benefits outweigh the costs.

Kind regards

Trish, [REDACTED]

RECEIVED

October 28, 2024

TOWN OF COMOX

LOG: 24-424	REFER:	AGENDA: RCM 06-Nov-24
FILE: 0400-03/24	ACTION: MR	

From: Town of Comox <no-reply@web-response.com>
Sent: October 28, 2024 5:13 PM
To: Town of Comox – Administration <town@comox.ca>
Subject: Webform submission from: Contact Us > Content rows

File: 0400-03/2024

Copies: Council
JW/SR/CD/TH/MS

Submitted on Mon, 10/28/2024 - 17:12

Submitted values are:

First name:

Stephanie

Last name:

Connolly

Phone:

[REDACTED]

Email:

[REDACTED]

Feel free to ask us a question or provide feedback:

Hi there, I hope this finds you well! I am writing to express my support for repairing the sauna at the Comox Community Centre. I have a medical condition for which sauna is therapeutic. I am getting rides to go to the Aquatic centre sauna, but will be very excited and grateful when the community centre's is repaired as I can get there on my own.

Thank you so much for your time!

Warmly,

Stephanie Connolly, [REDACTED]

My wish was to share my interest with the council who may be voting to approve the expense. Please let me know if there's a better way :)



TOWN OF COMOX

October 25, 2024

Town of Comox
1809 Beaufort Avenue
Comox, BC, V9M 1R9

To Mayor and Council,

LOG: 24-425	REFER:	AGENDA:
FILE: 0400-60	ACTION: MR	RCM 6-Nov-24

Copies: Council
JW/SR/CD

Sent via email only:
town@comox.ca

RE: Request for Continued Support: Comox Valley Substance Use Strategy

On behalf of the Council, I am writing to express our collective commitment to the ongoing work of the Comox Valley Substance Use Strategy and to respectfully request continued support from the Town of Comox, the Village of Cumberland, and the CVRD Electoral Areas Services Committee.

Substance use and its far-reaching impacts on health, safety, and community well-being are critical challenges that affect all communities across the Comox Valley. The Substance Use Strategy represents a significant step towards a collaborative, proactive approach to addressing these complex issues. It is an initiative that benefits from the strong support of local government, ensuring that resources and programs are effectively aligned with the needs of those most affected.

We have seen the meaningful difference that collaboration makes in advancing prevention, harm reduction, and recovery efforts. The strategy's success depends on a sustained, region-wide commitment to building capacity, implementing effective interventions, and maintaining the partnerships that have been instrumental to our progress thus far.

In the spirit of unity and shared responsibility, we hope you will continue to stand with us in supporting the Comox Valley Substance Use Strategy, enabling its work to thrive and fulfill its mission of creating a healthier, safer community for all.

Thank you for your attention to this important matter and for your ongoing dedication to the well-being of the Comox Valley.

Yours truly,

Mayor Wells
City of Courtenay

CC: Comox Valley Regional District, Electoral Areas Services Committee.
Mayor and Council, Village of Cumberland

From: MCF Info MCF:EX <MCF.Info@gov.bc.ca>

Sent: October 30, 2024 4:18 PM

To: Town of Comox – Administration <town@comox.ca>

Subject: E-mail from Cory Heavener, Provincial Director of Child Welfare, and Renaa Bacy, Provincial Director of Adoption

VIA E-MAIL

Ref: 292555

Mayor Nicole Minions

Town of Comox

E-mail: town@comox.ca

RECEIVED

October 30, 2024

TOWN OF COMOX

LOG: 24-427	REFER:	AGENDA: RCM 6-Nov-24
FILE: 0400-20	ACTION: MR	

Copies: Council
JW/SR/CD

Dear Mayor Minions and council:

As the Provincial Director of Child Welfare and the Provincial Director of Adoption, we are delighted and honoured to proclaim November as Adoption and Permanency Awareness Month. This annual proclamation offers an opportunity to celebrate the many families in the province who have opened their hearts and homes to welcome children and youth as permanent members of their family.

November is also about recognizing that there are children and youth who need a permanent home to call their own with caring adults who will nurture and support them and champion their successes. It is our hope to see a province where children and youth can grow up in a loving home that encourages them to thrive.

We would be grateful if you shared the following resources and support services with your community members:

- [Adopt BC Kids](#) - an online portal that provides British Columbians wishing to adopt children and youth from foster care with information and guidance through their adoption application.
- The [Ways to adopt in British Columbia Website](#) provides information on adoption in British Columbia, such as infant adoption, relative and step-parent adoption, and adopting a child or youth from another country.
- <https://belongingnetwork.com> (formerly Adoptive Families Association of BC) - provides information and support services for families who wish to adopt now or in the future.
- <https://adoption-bc.com> - a detailed and comprehensive guide to additional adoption resources.

Thank you for your continued leadership and support in helping us raise awareness about adoption, celebrate adoptive families, and find loving, permanent homes for British Columbia's children and youth.

Sincerely,

Cory Heavener
Provincial Director of Child Welfare

Renaa Bacy
Provincial Director of Adoption

Sent on behalf of the Provincial Directors by:

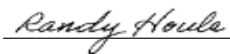



Client Relations Branch

Executive Operations

Ministry of Children and Family Development

To: Mayor and Council	File: OCP/RZ 23-4
From: Randy Houle, Director of Development Services	Date: October 31, 2024
Subject: Affordable housing proposal (1966 Guthrie Road)	

Prepared by:  Randy Houle, Director of Development Services	Report Approved:  Jordan Wall, CAO
--	--

RECOMMENDATION(S) FROM THE CHIEF ADMINISTRATIVE OFFICER:

- 1) THAT Third Reading of Zoning Amendment Bylaw 1850.43 (1966 Guthrie Road) be Rescinded; and
- 2) THAT an affordable housing contribution of \$763,327 be removed from the schedule of outstanding items; and
- 3) THAT the requirement for a Housing Agreement agreeable to the Town be added to the schedule of outstanding items; and
- 4) THAT Comox Zoning Amendment Bylaw No. 1850.43 (1966 Guthrie Road) be given Third Reading; and
- 5) THAT Administration be directed to prepare a housing agreement agreeable to the Town as an alternative to the developer providing the affordable housing contribution identified by Council's Affordable Housing Amenity Contribution Policy CCL-069; and
- 6) THAT the housing agreement be brought back to Council for consideration as a Bylaw.

ALTERNATIVES TO THE RECOMMENDATIONS:

- 1) That Council receive and file;
- 2) That Council refer back to Staff to work with the developer on a revised proposal.

PURPOSE

To inform Council of the function of a housing agreement and to explain the applicant's proposal to provide the Town with affordable housing, in lieu of providing the Affordable Housing Contribution in accordance with Council Policy CCL-069 (attached).

STRATEGIC PLAN LINKAGE

Processing of the development applications relates to the following strategic priorities identified in the 2023 Strategic Plan.

Strategic Priority	Areas of Focus
Balanced Community Planning	Housing - We will create the conditions for a diversity of housing options in our unique Seaside Town.
	Community Addition - We will ensure that each new major development adds positively to the community through appropriate amenity contributions and/or other community benefits.

BACKGROUND

The applicant has applied for a suite of development applications in order to construct a six-storey mixed-use building containing 205 residential dwelling units (100% rental), 1,400 m² of commercial space on the ground floor divided into nine commercial retail units (CRUs) and an underground parking structure.

At the Regular Council Meeting of August 7th, 2024, the proposed bylaws were given 1st and 2nd Reading. At that Regular Council Meeting, Council also resolved to schedule the public hearing, which was held in respect of Bylaws No. 1685.10 and 1850.43 on September 4th, 2024.

A Public Hearing in respect of Bylaws 1685.10 and 1850.43 was held on September 4th, 2024, and OCP Amendment Bylaw 1685.10 and Zoning Amendment Bylaw 1850.43 received third reading at the Regular Council Meeting (RCM) of October 2nd, 2024.

Council also requested information surrounding the ability for the Town to secure housing for members of the fire department as well as how the rent levels are determined for the project. The *Local Government Act* allows terms that limit housing units to classes of persons identified in the housing agreement, so it may be possible for the agreement to address firefighter housing needs. As the developer is financing through CMCH, the rent levels are set through CHMC-published income data from the category “BC Rural Centers.”

IMPLICATIONS

As an amenity to the Town, in support of their OCP amendment and zoning amendment bylaws, the applicant has proposed to lease a portion of the dwelling units at below-market rates. This arrangement is proposed instead of providing the Affordable Housing Contribution.

a. The Affordable Housing Contribution

Council Policy CCL-069, which was adopted in 2022, directs staff to seek developer contributions for Affordable Housing as an amenity at time of zoning amendment. The policy states that, as part of an amenity negotiation for rezoning, the Town will seek a developer contribution rate of \$50 per square metre for rental development but also that rate may be adjusted in consideration of a) the impact of the proposed development on the community and b) the size of the proposed units.

The Town's practice is to collect the Affordable Housing Contribution for developments that include a rental component. In the case of the proposed development, the rate of \$50 per square metre of residential rental floor area would come to a total contribution of approximately \$763,327.00.

b. The Proposed Arrangement

The applicant proposes that seventeen (17) of the units will be available at an affordable rate for 10 years plus three (3) units for perpetuity for a total of twenty (20) units. "Affordable" is defined as 30% of median renter income. To ensure this arrangement, a housing agreement will be registered on title which will be required to be adopted by bylaw. The bylaw will require the relevant units to be used as rentals for the desired term and will set out the permitted rents chargeable by the owner. The bylaw will identify screening and reporting requirements to ensure that the owner/operator is carrying out due diligence on each application to ensure that they meet the requirements. The developer is proposing to manage the rental of the affordable units through a property manager and not through a not-for-profit housing provider. Staff note that the monitoring and enforcement of the agreement could be challenging over its duration.

At this stage, Staff are seeking direction on the proposed arrangement, with the details of the housing agreement to be finalized before the bylaw is brought forward for Council's consideration.

c. Legal

A Housing Agreement in British Columbia is a formal arrangement between a local government and a property owner or developer, used to secure specific housing-related commitments, such as affordability, rental rates, or the provision of certain types of housing. These agreements are a tool to help municipalities manage housing supply and ensure that new developments contribute to the community's housing goals.

Should Council agree to the applicant's terms, a Housing Agreement would be the preferred method of legally securing the proposed arrangement. The agreement can include various terms and conditions, such as affordability requirements, occupancy restrictions and duration of the agreement.

Attachments:

1. Applicant's proposal
2. Affordable Housing Amenity Contribution Policy CCL-069



AFFORDABLE HOUSING POLICY

Avtar Properties Management Corporation
Highland Village Residences
1966 Guthrie Road, Comox, BC

October 30, 2024

Background

Avtar Properties Management Corporation (APMC) is proposing to develop and manage 205 rental apartments (Highland Village Residences) at 1966 Guthrie Road, Comox, BC. To make the project financially feasible, APMC is securing CMHC MLI Select 50-year mortgage financing. This CMHC financing requires the provision of 10% or 20 of the units (the “affordable units”) at a reduced rental rate for 10 years. By way of covenant to be registered on title, APMC is committing to provide 17 of these affordable units at the reduced rental rate for 10 years from initial occupancy and will further provide 3 of the affordable units at the reduced rental rate in perpetuity.

Covenant

The following terms to be registered in a covenant on title:

1. Twenty (20) studio units will be rented at an affordable monthly rate as determined by the CMHC MLI Select “affordability criteria”, for a minimum duration of 10 years, starting from the date of occupancy permit issuance.
 - a. “Affordable” is defined as 30% of median renter income, which is calculated using CMHC-published income data from the category “BC Rural Centers”. Details and data are published on CMHC’s website at <https://www.cmhc-schl.gc.ca/professionals/project-funding-and-mortgage-financing/mortgage-loan-insurance/multi-unit-insurance/mliselect>
 - b. The 20 units may have their rent increased over time in accordance with the laws of the BC Tenancy Act.
 - c. From time to time, CMHC may update their published income data, at which point the rental rates for new tenancies of these 20 units may be adjusted accordingly.
 - d. For clarity, once 10 years have elapsed from the time of occupancy permit issuance, 17 of the 20 affordable units will no longer be subject to the above criteria, notwithstanding existing tenancy contracts, which will continue as they were until such existing tenancy contracts are ended for any lawful reason.
2. Three (3) units of the aforementioned 20 affordable units will remain subject to the criteria detailed in Section 1, except point d., in perpetuity – that is, for as long as the building is standing and operating as a rental apartment.



APMC In-House Rental Policy

The following to comprise APMC's In-House Rental Policy at Highland Village Residences, for the leasing of affordable units:

1. APMC will prioritize tenants with a gross annual income close to the CMHC median income that was used to calculate the affordable rents.
2. Subordinate to Item 1., prospective tenants may be prioritized in the following order:
 - a. Employees of businesses located in the Highland Village Shopping Plaza and the new Highland Village Residences complex.
 - b. Retail/service employees working for a business located within the Town of Comox, and/or current employees of CFB 19 Wing, and/or senior citizens of age 65 and above.
3. Additional Conditions:
 - a. This policy will apply to any new tenancy contract on the affordable units as defined in Sections 1. and 2. of the Covenant on title.
 - b. Advertisements for the affordable units shall clearly indicate that priority will be given to renters with an annual income close to the target level.
 - c. During the building's initial lease-up period, an early one-month period will be allowed when only prospective tenants meeting the criteria in Items 1. and/or 2. will be considered.
 - d. At any time other than the special one-month period specified in Item c., should the Property Manager, acting in good faith and to the best of their professional abilities, not identify suitable tenants that meet the criteria in Items 1. and/or 2. within a reasonable time frame, the available affordable unit(s) may be rented to any prospective tenant on the open market.
 - e. At all times, including the special one-month period specified in Item c., prospective renters will be subject to typical screening procedures as would be implemented by a prudent property manager.
4. BC Housing Registry
 - a. APMC will register the 20 affordable units with BC Housing so that any prospective tenant that uses the Registry as a means of locating potential rental housing will be aware of the opportunity at Highland Village Residences.


Signed,

Norman Laube

Owner's Representative

Avatar Properties

Avatar Properties Management Corporation

 TOWN OF COMOX		POLICY AND PROCEDURE MANUAL	
AFFORDABLE HOUSING AMENITY CONTRIBUTION POLICY			
Section: COUNCIL	Number: CCL-069.03	Office of Primary Responsibility: CORPORATE SERVICES	
Type: <input checked="" type="checkbox"/> Policy <input checked="" type="checkbox"/> Procedure	Authority: <input checked="" type="checkbox"/> Council <input type="checkbox"/> Administrative	Approved By: <input checked="" type="checkbox"/> Council <input type="checkbox"/> Chief Administrative Officer <input type="checkbox"/> Department Head	
Date Adopted: August 11, 2021	Date Last Amended: December 6, 2023	Date to be Reviewed: December 2024	
Manner Issued: Website, Internal Memo, Upon request			

1 PURPOSE

- 1.01 The purpose of this policy is to seek developer contributions for Affordable Housing as an amenity in relation to zoning amendments.
- 1.02 The purpose of this policy is to direct developer contributions collected under this policy towards either the acquisition of units owned by the Town and managed by a non-profit housing provider or to provide funds to non-profit housing providers in a partnership for the provision of affordable housing.

2 POLICY STATEMENT

- 2.01 Affordable Housing remains a challenge for many residents within the Town of Comox.
- 2.02 The number of households in core housing need is increasing within the Town.
- 2.03 The construction of non-market units helps meet the need for Affordable Housing.
- 2.04 The Town may work through non-profit housing providers to facilitate the management of Affordable Housing.
- 2.05 The Town may seek an Affordable Housing amenity for rezoning applications for four or more principal residential dwellings.

3 DEFINITIONS

- 3.01 "Affordable Housing" means housing where the cost of accommodation does not exceed 30% of a household's gross income.
- 3.02 "Affordable Housing Operator" means a non-profit housing development corporation whose primary function is the provision and/or management of Affordable Housing units.
- 3.03 "Cellar" means that portion of a building situated between the top of any floor and the top of the floor next above it, having no more than 0.6 metres of its height above grade, and a height from floor to ceiling of less than 2.1 metres.
- 3.04 "Multi-Family Development" means development consisting of more than one unit on a parcel excluding secondary suites and coach houses.
- 3.05 "Rental Development" means development where units are limited to residential rental tenure in accordance with section 481.1(1) of the *Local Government Act*
- 3.06 "Single-Family Development" means development consisting of one dwelling unit on fee simple or bare land strata lots with or without a secondary suite or coach house.

4 SCOPE

- 4.01 This policy applies to all applications for rezoning where rezoning yields 4 or more additional dwelling units excluding secondary suites and coach houses.
- 4.02 As of the date this policy is adopted by Council, this policy only applies to applications which have not submitted a complete rezoning application.
- 4.03 Any amendments to this policy will apply to applications which have not submitted a complete rezoning application as of the amendment adoption date, unless otherwise directed by Council.

5 POLICY

- 5.01 As part of an amenity negotiation for rezoning, the Town will seek a developer contribution rate of:

- (a) \$73 per square metre for Multi-Family Development,
- (b) \$50 per square metre for Rental Development, and
- (c) \$7,300 per lot for Single-Family Development.

The per square metre contribution will be based on the floor area of each residential building, excluding common use areas such as: lobby, interior corridors, recreation rooms, storage rooms, communal laundry facilities, stairwells and elevator shafts, accessory buildings, enclosed vehicle parking and loading areas, Class II bicycle parking spaces and Cellars.

- 5.02 The developer contribution rate may be adjusted in consideration of the following factors:

- (a) The impact of the proposed development on the community, and
- (b) The size of the proposed units.

- 5.03 The developer amenity contribution will be secured by a phased development agreement and payable at the time of rezoning.

- 5.04 Notwithstanding 5.03, for developments resulting in creation of over 300 units in total, the developer amenity contributions will be secured by a phased development agreement with registration of a “no build” covenant on title, and paid in 150 unit instalments:

- (a) First instalment at the time of rezoning;
- (b) Subsequent instalments prior to a building permit issuance;
- (c) Where an instalment includes units for which a building permit has yet to be issued, the payment shall be based on a 80sqm unit size;
- (d) The calculation of the second and subsequent instalment amounts shall include adjustment for any over or underpayment in the previous instalment; and
- (e) Any subsequent instalment provided after rezoning will be adjusted (increased or decreased) on December 31 of each year, commencing on December 31 of the following calendar year after rezoning adoption date, by a percentage determined as follows:

$$\text{Current Year's June CPI Index} - \text{Previous Year's June CPI Index} \times 100 = \% \text{ Previous Year's June CPI Index}$$

Where CPI means all-items Consumer Price Index published by Statistics Canada, or its successor in function, for Vancouver, British Columbia.

- 5.05 The Town will seek to expend contributions collected under this policy either through the purchase or acquisition of units in new developments or through project partnerships with non-profit affordable housing providers. Purchase or acquisition will be at market rate excluding real estate fees.

6 PROCEDURES

- 6.01 Purchase or acquisition of Affordable Housing units: the Town will seek units which meet the following criteria:
- (a) One bedroom units shall have a floor area of 58 square metres or alternative as accepted by the Town;
 - (b) Two bedroom units shall have a floor area of 75 square metres or alternative as accepted by the Town;
 - (c) All units shall meet the Town's Adaptable Housing Standards in section 5.20 of the Comox Zoning Bylaw 1850.
- 6.02 Units purchased under section 5.03 will be owned by the Town and offered for lease to an Affordable Housing Operator selected at Council's discretion.

Amendment Date	Amendment No.	Section Amended or Description of Amendment	Resolution Number
August 11, 2021	.00	Policy adopted.	2024.334
April 6, 2022	.01	.01 Amended to contain a hybrid long-term acquisition and non-profit provision method (1.02 and 5.07 added).	2022.133
June 1, 2022	.02	Convert multifamily contribution rate to per square meter, add rental development contribution rate and increase single-family contribution rate.	2022.207- 2022.209
December 6, 2023	.03	1.1 Purpose; 4.2/4.3 clarify scope; 5.1 clarify basis for per metre contribution; addition of 5.3 and 5.4 allowance for contribution to be paid in installments for developments over 300 units.	2023.426- 2023.428

TOWN OF COMOX

BYLAW NO. 2033

A BYLAW TO AUTHORIZE THE BORROWING OF MONEY IN ANTICIPATION OF REVENUE FOR THE YEAR 2024

WHEREAS Section 177 (1) of the Community Charter allows Council to borrow money that may be necessary to meet current lawful expenditures, and pay amounts required to meet the municipality's taxing obligations in relation to another local government or other body;

AND WHEREAS Section 177 (2) of the Community Charter sets out that the debt outstanding must not exceed the total of the unpaid taxes for all purposes imposed during the current year, and the money remaining due from other governments;

AND WHEREAS Section 177 (3) of the Community Charter restricts the amount to 75% of all property taxes imposed for all purposes in the preceding year;

AND WHEREAS the Town of Comox wishes to establish a borrowing facility that provides for an overdraft to the bank account within the limitations of the Community Charter;

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

1. Title

This bylaw may be cited for all purposes as the "Comox Revenue Anticipation Bylaw No. 2033, 2024".

2. Revenue Anticipation Borrowing Authorized for 2024

- (1) Council shall be and is hereby empowered and authorized to borrow upon the credit of the municipality, from the Municipal Finance Authority of British Columbia or from a financial institution, a sum not to exceed ten million dollars (\$10,000,000).
- (2) The form of obligation to be given as acknowledgement of the liability shall be in the form of standby letters of credit, bank overdraft, demand promissory notes or notes bearing the corporate seal and signed by one of the Mayor or Councillor and one of the Director of Finance or the Corporate Officer.
- (3) The form of obligation to be given as acknowledgement of the liability shall be an instrument or evidence of indebtedness signed by the authorized signing officers.
- (4) When collected, revenue from property taxes shall be used as necessary to repay money borrowed under this bylaw.
- (5) This bylaw shall take effect upon its signing.

3. Adoption

READ A FIRST time this

16th day of October, 2024

READ A SECOND time this

16th day of October, 2024

READ A THIRD time this

16th day of October, 2024

ADOPTED this

day of _____, 2024

MAYOR

CORPORATE OFFICER

TOWN OF COMOX

BYLAW NO. 2034

A BYLAW TO AUTHORIZE THE BORROWING OF MONEY IN ANTICIPATION OF REVENUE FOR THE YEAR 2025

WHEREAS Section 177 (1) of the Community Charter allows Council to borrow money that may be necessary to meet current lawful expenditures, and pay amounts required to meet the municipality's taxing obligations in relation to another local government or other body;

AND WHEREAS Section 177 (2) of the Community Charter sets out that the debt outstanding must not exceed the total of the unpaid taxes for all purposes imposed during the current year, and the money remaining due from other governments;

AND WHEREAS Section 177 (3) of the Community Charter restricts the amount to 75% of all property taxes imposed for all purposes in the preceding year;

AND WHEREAS the Town of Comox wishes to establish a borrowing facility that provides for an overdraft to the bank account within the limitations of the Community Charter;

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

1. Title

This bylaw may be cited for all purposes as the "Comox Revenue Anticipation Bylaw No. 2034, 2024".

2. Revenue Anticipation Borrowing Authorized for 2025

- (1) Council shall be and is hereby empowered and authorized to borrow upon the credit of the municipality, from the Municipal Finance Authority of British Columbia or from a financial institution, a sum not to exceed ten million dollars (\$10,000,000).
- (2) The form of obligation to be given as acknowledgement of the liability shall be in the form of standby letters of credit, bank overdraft, demand promissory notes or notes bearing the corporate seal and signed by one of the Mayor or Councillor and one of the Director of Finance or the Corporate Officer.
- (3) The form of obligation to be given as acknowledgement of the liability shall be an instrument or evidence of indebtedness signed by the authorized signing officers.
- (4) When collected, revenue from property taxes shall be used as necessary to repay money borrowed under this bylaw.
- (5) This bylaw shall take effect on the later of January 1, 2025 or its signing.

3. Adoption



READ A FIRST time this	16 th day of October, 2024
READ A SECOND time this	16 th day of October, 2024
READ A THIRD time this	16 th day of October, 2024
ADOPTED this	day of , 2024

MAYOR

CORPORATE OFFICER

REGULAR COUNCIL MEETING

TO:	Mayor and Council	FILE:	1680-20
FROM:	Edward Henley, Director of Finance	DATE:	Nov 1, 2024
SUBJECT:	2024 Audit Service Plan		

Prepared by:  Edward Henley, Director of Finance	Report Approved:  Jordan Wall, Chief Administrative Officer
--	---

RECOMMENDATION(S) FROM THE CHIEF ADMINISTRATIVE OFFICER:

THAT the 2024 Audit Service Plan, as attached to the November 16, 2024 Staff Report from the Director of Finance, be received for information.

PURPOSE

The Audit Service Plan from MNP LLP is attached. MNP LLP is required to present its audit plan to the elected body in advance of the audit as required under [Canadian Auditing Standards 260 effective December 14, 2010](#)

STRATEGIC PLAN LINKAGE

Strategic Goal – Good Governance: We believe that good organizational governance provides stable decision-making and management of our community.

BACKGROUND

Council passed the following resolution appointing MNP LLP as the auditors for the 2024 fiscal year.

[Minutes of Regular Council Meeting – November 1, 2023](#)

10(a)6 That MNP LLP be appointed as the Town auditor for the 2024 calendar year.

There is a new requirement for auditors to communicate with those charged with governance and the relevant ethical requirements, including those related to independence, that the auditor

applies for the audit engagement. This will apply to audits of financial statements for periods beginning on or after December 15, 2024.

This staff report presents the audit service plan for the audit of the consolidated financial statements for the Town of Comox for the year ending December 31, 2024. The report highlights and explains key issues that they believe to be relevant to the audit including audit risks, the nature, extent and timing of the audit work and the terms of the engagement.

The auditors will be commencing preliminary on-site audit work by late November 2024 with the goal of finalizing audit work mid-April 2025.

The audit process will conclude with the presentation of their final report to Council tentatively scheduled for May 2025. Cory Vanderhorst is the MNP LLP partner responsible for the Town's 2024 audit.

ANALYSIS/ISSUES/IMPLICATIONS

a. Applicable Policies and Legislation

Canadian Auditing Standards 260 (CAS 260) 'communication with those charged with governance' is the current standard for auditing in Canada and requires the Auditors to communicate the following with Council: a) The audit and non-audit services the auditor is providing to the Town and its related entities; b) The level of responsibility assumed by the auditor under generally accepted auditing standards; and, c) A summary of the audit approach.

This section should describe, as applicable:

- ✓ any applicable Council policies that relate to the recommended action, and
- ✓ the legal/legislative authority given to or required by the Town in conducting the action.

b. Financial

For 2024, the estimated audit fees are \$39,250 plus \$500 for the tax return plus disbursements. There are no anticipated changes to accounting regulations so far for the 2024 fiscal year that would require additional audit work.

c. Public Relations

The annual audited financial statements are retained permanently and recent ones are made available to the public on the [municipal website](#) after they are approved by Council.

Town of Comox

2024 Audit Service Plan

Report to Mayor and Council

December 31, 2024

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October 21, 2024

Mayor and Council of Town of Comox

Dear Mayor and Council:

We are pleased to present our Audit Service Plan for Town of Comox (the "Town"). In this plan we describe MNP's audit approach, our engagement team, the scope of our audit and a timeline of anticipated deliverables. We are providing this Audit Service Plan to Mayor and Council on a confidential basis. It is intended solely for the use of Mayor and Council and is not intended for any other purpose. Accordingly, we disclaim any responsibility to any other party who may rely on this report.

Our audit will include an audit of the Town's financial statements for the year ended December 31, 2024, prepared in accordance with Canadian public sector accounting standards. Our audit will be conducted in accordance with Canadian generally accepted auditing standards.

At MNP, our objective is to perform an efficient, high quality audit which focuses on those areas that are considered higher risk. We adhere to the highest level of integrity and professionalism. We are dedicated to maintaining open channels of communication throughout this engagement and will work with management to coordinate the effective performance of the engagement. Our goal is to exceed Mayor and Council's expectations and ensure you receive outstanding service.

Additional material provided along with this report includes our Engagement Letter. Our Engagement Letter is the formal written agreement of the terms of our audit engagement as negotiated with management and outlines our responsibilities under Canadian generally accepted auditing standards.

We look forward to discussing our Audit Service Plan with you and look forward to responding to any questions you may have.

Sincerely,



MNP LLP

Chartered Professional Accountants

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MNP's Client Service Commitment

To make strategic business decisions with confidence, your stakeholders and Mayor and Council of the Town need relevant, reliable and independently audited financial information. But that's not all. You need an audit team that can deliver insight beyond the numbers and enhance the Town's strategic planning and implementation processes so you can embrace new opportunities while effectively managing risk. Our senior team members have extensive knowledge of municipalities from many years of experience. Our audit strategy is risk based, and considers the limitations and opportunities you encounter each day, allowing our recommendations to be implemented with greater ease. Committed to your success, MNP delivers meaningful, reliable financial information to not only help you fulfill your compliance obligations, but also to achieve your key strategic goals.

Our Audit Service Plan outlines the strategy we will follow to provide the Town's Mayor and Council with our Independent Auditor's Report on the December 31, 2024 financial statements.


Topics for Discussion

We are committed to providing superior client service by maintaining effective two-way communication. Topics for discussion include, but are not limited to:

- Changes to your business operations and developments in the financial reporting and regulatory environment
- Business plans and strategies
- Any other issues and/or concerns
- Documents comprising the annual report, and their timing of issuance
- Fraud, including how fraud could occur, the risk of fraud and misstatement, and any actual, suspected or alleged fraud
- The management oversight process
- Your specific needs and expectations

Key Changes and Developments

Based on our knowledge of the Town and our discussions with management, we have noted the recent development set out below. Our audit strategy has been developed considering this factor.

Key Issues and Developments		Summary
	New Reporting Developments	<ul style="list-style-type: none">• PS 3400 Revenue (New)

Detailed information on Key Changes and Developments are included as Appendix A.

Risk Assessment

Risk Assessment

Based on the preliminary risk assessment procedures performed, we have identified the following significant and high risks which will be addressed during our audit. We have also outlined the proposed audit response to address those risks. We will update our risk assessment as the audit progresses for additional risks identified and will inform management of any additional significant risks identified.

Significant Risk Area	Proposed Audit Response
Management override of internal controls	<p>To respond to the overall risk of material misstatement due to fraud regarding management's override of controls, we perform the following procedures:</p> <ol style="list-style-type: none">1. Test the appropriateness of journal entries recorded in the general ledger and other adjustments made in the preparation of the financial statements2. Review accounting estimates for biases and evaluate whether the circumstances producing the bias, if any, represent a risk of material misstatement due to fraud, if applicable3. Evaluate the rationale behind significant transactions that are not in the normal course of business and whether they have been entered into to engage in fraudulent financial reporting or to conceal misappropriation of assets

Key Milestones

Based on the audit planning performed and areas of audit risks identified, the following timelines for key deliverables have been discussed and agreed upon with management:

Key Deliverable	Expected Date
Delivery of December 31, 2024 Audit Service Plan to Mayor and Council	October 2024
Interim procedures	November 20, 2024 to November 22, 2024
Year-end fieldwork procedures	April 7, 2025 to April 11, 2025
Draft year-end financial statements to be discussed with management	May 2025
Presentation of December 31, 2024 Audit Findings Report to Mayor and Council	May 2025
Issuance of Independent Auditor's Report	May 2025

Audit Materiality

Materiality is an important audit concept. It is used to assess the significance of misstatements or omissions that are identified during the audit and is used to determine the level of audit testing that is carried out. Specifically, a misstatement or the aggregate of all misstatements in financial statements as a whole (and, if applicable, for particular classes of transactions, account balances or disclosures) is considered to be material if it is probable that the decision of the party relying on the financial statements, who has reasonable understanding of business and economic activities, will be changed or influenced by such a misstatement or the aggregate of all misstatements.

The scope of our audit work is tailored to reflect the relative size of operations of the Town and our assessment of the potential for material misstatements in the Town's financial statements as a whole (and, if applicable, for particular classes of transactions, account balances or disclosures). In determining the scope, we emphasize relative audit risk and materiality, and consider a number of factors, including:

- The size, complexity, and growth of the Town;
- Changes within the organization, management or accounting systems; and
- Concerns expressed by management.

The scope of our audit work is tailored to reflect the relative size of operations of the Town and our assessment of the potential for material misstatements in the Town's financial statements as a whole.

Judgment is applied separately to the determination of materiality in the audit of each set of financial statements (and, if applicable, for particular classes of transactions, account balances or disclosures) and is affected by our perception of the financial information needs of users of the financial statements. In this context, it is reasonable to assume that users understand that financial statements are prepared, presented and audited to levels of materiality; recognize uncertainties inherent in the measurement of amounts based on the use of estimates, judgment and consideration of future events; and make reasonable economic decisions based on the financial statements. The foregoing factors are taken into account in establishing the materiality level.

We propose to use \$1,700,000 as overall materiality for audit planning purposes.

Audit Team

In order to ensure effective communication between Mayor and Council and MNP, we outline below the key members of our audit team that will be responsible for the audit of the Town and the role they will play:

Team Members	Contact Information
Cory Vanderhorst, CPA, CA, Engagement Partner	E: Cory.Vanderhorst@mnp.ca
James Kungel, CPA, CA, Tax Partner	E: James.Kungel@mnp.ca
Graham Roberts, CPA, CA, Engagement Manager	E: Graham.Roberts@mnp.ca

In order to serve you better and meet our professional responsibilities, we may find it necessary to expand our audit team to include other professionals whose consultation will assist us to evaluate and resolve complex, difficult and/or contentious matters identified during the course of our audit.



Any changes to the audit team will be discussed with you to ensure a seamless process and that all concerned parties' needs are met.

Fees and Assumptions

DESCRIPTION	2024 ESTIMATE	2023 ACTUAL
Base audit fee	\$ 39,250	\$ 39,250
Preparation and filing of T2 Information Return	\$ 500	\$ 500
Audit of Asset Retirement Obligations	\$ -	\$ 2,000
Total	\$ 39,750	\$ 41,750

If any significant issues arise during the course of our audit work which indicate a possibility of increased procedures or a change in the audit timetable, these will be discussed with management by the engagement partner, so a mutually agreeable solution can be reached.

Invoices will be rendered as work progresses in accordance with the following schedule:

DESCRIPTION	AMOUNT
On delivery of the audit service plan	\$ 19,875
At the start of year-end field work	\$ 9,938
Upon the delivery of the independent auditor's report	\$ 9,937
Total	\$ 39,750

Appendix A – Key Changes and Developments

We would like to bring to your attention the following accounting and auditing developments, which may have some impact on your financial reporting.

Issues and Developments Summary

New Reporting Developments

PS 3400 Revenue (New)

In November 2018, new PS 3400 *Revenue* was included in the CPA Canada Public Sector Accounting Handbook (PSA HB). The new PS 3400 establishes standards on how to account for and report on revenue by distinguishing between revenue arising from transactions that include performance obligations and transactions that do not have performance obligations. The main features of this Section are as follows:

- Performance obligations are enforceable promises to provide specific goods or services to a specific payor.
- Performance obligations can be satisfied at a point in time or over a period of time.
- The new standard outlines five indicators to determine if the revenue would be recognized over a period of time.
- Revenue from a transaction with a performance obligation(s) is recognized when, or as, the entity has satisfied the performance obligation(s).
- Revenue from transactions with no performance obligation is recognized when a public sector entity has the authority to claim or retain an inflow of economic resources and a past event that gives rise to a claim of economic resources has occurred.

Further editorial changes have also been made to other standards as a result of the issuance of PS 3400.

This Section was to be effective for fiscal years beginning on or after April 1, 2022. On June 25, 2020, the PSAB made the decision to defer the effective date by one year due to the impact of the COVID-19 pandemic. The new Section is now effective for annual financial statements relating to fiscal years beginning on or after April 1, 2023. Early application continues to be permitted.

Appendix B – The Audit Process

Our Plan

Our audit process focuses on significant risks identified during the pre-planning and planning and risk assessment stage, ensuring that audit procedures are tailored to your specific circumstances and appropriately address those risks.

Mayor and Council is responsible for approval of the financial statements and Town policies, and for monitoring management's performance. Mayor and Council should consider the potential for management override of controls or other inappropriate influences, such as earnings management, over the financial reporting process. Mayor and Council, together with management, is also responsible for the integrity of the accounting and financial reporting systems, including controls to prevent and detect fraud and misstatement, and to monitor compliance with relevant laws and regulations.

Effective discharge of these respective responsibilities is directed toward a common duty to provide appropriate and adequate financial accountability, and quality financial disclosure.

Key responsibilities of MNP and management are outlined in the Engagement Letter (see attached).

Our overall audit strategy is risk-based and controls-oriented. Assessment and identification of risk is performed continuously throughout the audit process. We focus on the risks that have a potential impact on the financial accounting systems and subsequent financial reporting.

Our overall audit strategy does not, and is not intended to involve the authentication of documents, nor are our team members trained or expected to be experts in such authentication. Unless we have reason to believe otherwise, we accept records and documents as genuine. The subsequent discovery of a material misstatement resulting from fraud does not, in and of itself, indicate a failure to comply with Canadian generally accepted auditing standards.

Audit Procedures

To meet our responsibilities in accordance with Canadian generally accepted auditing standards, our audit examination includes:

- Obtaining an understanding of the entity and its environment, the applicable financial reporting framework and the entity's system of internal controls, in order to identify and assess the risk that the financial statements contain material misstatements due to fraud or misstatement;
- Assessing the design and implementation of and examining, on a test basis, the key controls over significant transaction streams and over the general organizational and computer environments;
- Assessing the systems used to ensure compliance with applicable legislative and related authorities pertaining to financial reporting, revenue raising, borrowing, and investing activities;
- Examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements;
- Assessing the appropriateness and consistency of accounting principles used and their application;
- Assessing the significant estimates used by management; and,


Appendix B – The Audit Process

(continued from previous page)

- Assessing the entity’s use of the going concern basis of accounting in the preparation of the financial statements.

As part of our planning process, we will also undertake to inform Mayor and Council of concerns relating to management’s implementation and maintenance of controls, and the effects of any such concerns on the overall strategy and scope of the audit. These concerns might arise from the nature, extent and frequency of management’s assessments of controls in place to detect fraud and misstatement, and of the risk that the financial statements may be misstated; from a failure by management to appropriately address significant deficiencies in controls identified in prior audits; and, from our evaluation of the Town’s control environment, and management’s competence and integrity.

Overall Reliance

Control Reliance Level	Low/None	Moderate	High
Description	Where we cannot rely on controls because they are weak or absent, or where it is deemed to be more efficient to carry out a high level of direct substantive tests of details. Audit evidence is primarily obtained through detailed verification procedures and sufficient substantive tests of details.	Where there are some deficiencies in systems application or procedural controls, or where it is deemed to be inefficient to test systems application controls, but where we can test and rely on the management monitoring systems in place to detect and correct material misstatements in the financial reporting systems. Testing of controls is supplemented with a moderate level of substantive tests of details.	Where a high degree of control is in place in the areas of management monitoring controls AND systems application and procedural controls. Our audit work focuses on testing both management monitoring and systems application and procedural controls, and is supplemented with a low level of substantive tests of details.
Planned Reliance		—	—

Appendix B – The Audit Process

(continued from previous page)

For the December 31, 2024 audit, we are planning to place low reliance on the Town's controls. This level of reliance is consistent with the prior year, and will involve mainly substantive tests of details.

The amount of substantive work will be reduced for cycles where there are controls in place that MNP can test and rely on.

As part of our audit work we will update our understanding of the entity and its environment, the applicable financial reporting framework and the entity's system of internal controls relevant to our audit of the principal transaction cycles, sufficient to identify and assess the risks of material misstatement of the financial statements resulting from fraud or misstatement. This will be accomplished through inquiries with management and others within the entity, analytical procedures and observation and inspection. Furthermore, we will consider whether effective controls have been established to adequately respond to the risks arising from the use of IT or manual systems and test the operation of those controls to an extent sufficient to enable us to reduce our substantive work. Our review of the Town's controls will not be sufficient to express an opinion as to their effectiveness or efficiency.

Although we will provide Mayor and Council with any information about significant deficiencies in internal control that have come to our attention, we may not be aware of all the significant deficiencies in internal control that do, in fact, exist.



Appendix C – Auditor Independence

Auditor Independence

An essential aspect of all our services to the Town is an independent viewpoint, which recognizes that our responsibilities are to the members. While the concept of independence demands a questioning and objective attitude in conducting our audit, it also requires the absence of financial or other interests in the Town. In accordance with our firm's policy, and the Code of Professional Conduct, which govern our profession, neither MNP nor any of its team members assigned to the engagement or any of its partners, are permitted to have any involvement in or relationship with the Town that would impair independence or give that appearance. As auditors, we subscribe to the highest standards and are required to discuss the auditor's independence with Mayor and Council on an annual basis. Under the standard an auditor shall:

- Disclose to, Mayor and Council in writing, all relationships between the auditor and the Town that in the auditor's professional judgment may reasonably be thought to bear on our independence;
- Discuss the auditor's independence with Mayor and Council.

During the course of the audit, we will communicate any significant new matters that come to our attention that, in our professional judgment, may reasonably be thought to bear on our independence. At the completion of our audit, we will reconfirm our independence.

MADE ^{IN} CANADA

And proud of it!

At MNP we're proud to be the national accounting, consulting and tax firm that is 100% Made in Canada.

Our history defines who we are and our approach to business. Being a Canadian firm has helped shape our values, our collaborative approach, and the way we work with our clients, engaging them every step of the way.

We have a unique perspective. Our decisions are made here – decisions that drive Canadian business and help us all achieve success — and we know the impact that our choices have on the cities and towns we call home.

Throughout our six decades of work, we've seen our communities are more than just a place we do business in. They're a place where our families live, play, and thrive, and we work to make them the best places they can be.

Being 100% Canadian is something we wear proudly. This country provides us with great opportunities, and we're here to help our clients seize the opportunities so we can create a brighter future for the generations to come.



Wherever business takes you

MNP.ca



Wherever business takes you

[MNP.ca](https://mnp.ca)

TO: Mayor and Council	FILE: DVP 24-1
FROM: Elliot Turnbull, Planner II	DATE: November 6, 2024
SUBJECT: Development Variance Permit 24-1 (1589 Cedar Ave)	

Prepared by:  Elliot Turnbull, Planner II	Supervisor:  Randy Houle, Director of Development Services	Operations Approved:  Shelley Ashfield, Director of Operations	Report Approved:  Jordan Wall, CAO
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RECOMMENDATION(S) FROM THE CHIEF ADMINISTRATIVE OFFICER:

THAT Development Variance Permit 24-1 for 1589 Cedar Avenue be Approved; and

THAT Administration be directed to issue the permit.

ALTERNATIVES TO THE RECOMMENDATIONS

- 1) That Development Variance Permit 24-1 for 1589 Cedar Avenue be approved with conditions.
- 2) That Development Variance Permit 24-1 for 1589 Cedar Avenue be denied.

PURPOSE

The applicant is proposing to subdivide the subject property into two single-family, bareland strata lots with retention of the existing home on one of the lots.

To facilitate the subdivision as proposed, the following variances are required:

- Zoning Bylaw 1850:
 - Section 100.5 reduce parcel frontage from 20 metres to 6.0 metres;
 - Section 100.8(3) reduce interior side setback from 1.5 metres to 0.6 metres.

- Subdivision and Development Servicing Bylaw 1261:
 - Reduce road dedication width from 20 metres to 17 metres;
 - Reduce road pavement from 9.0 metres to 6.5 metres;
 - Change the number of sidewalks from both sides to none; and,
 - To not require assessment of street illumination and no upgrades to street lighting.

The subject property is also located in the Development Permit Area #2 Ground Oriented Infill, therefore a staff-issuable development permit is required to be issued prior to subdivision and building permit approval.

STRATEGIC PLAN LINKAGE

Strategic Priority	Areas of Focus
Balanced Community Planning	<p>Strategic Growth - We will balance the benefits of growth with the livability of our seaside community.</p> <p>Housing - We will create the conditions for a diversity of housing options in our unique seaside Town.</p>

BACKGROUND

Subject Property:

Legal Address: LOT 3, SECTION 76, COMOX DISTRICT, PLAN 10056

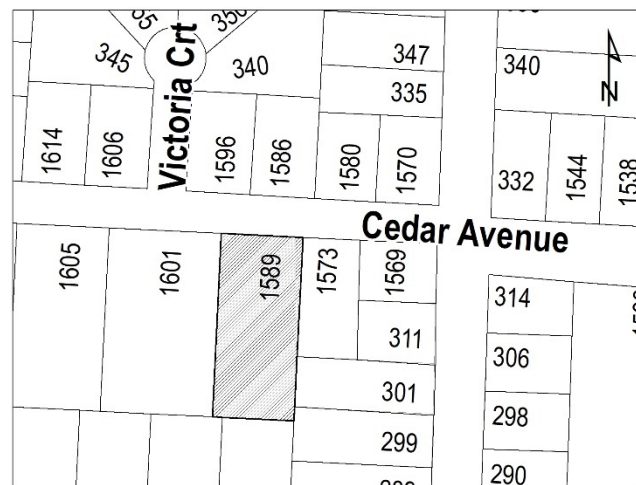
Zoning Designation: R1.0 Small-Scale Multi-Family Housing

OCP Designation: Residential: Ground Oriented Infill.

Property Size: 2,332 m²

Property Contains: One existing single-family dwelling.

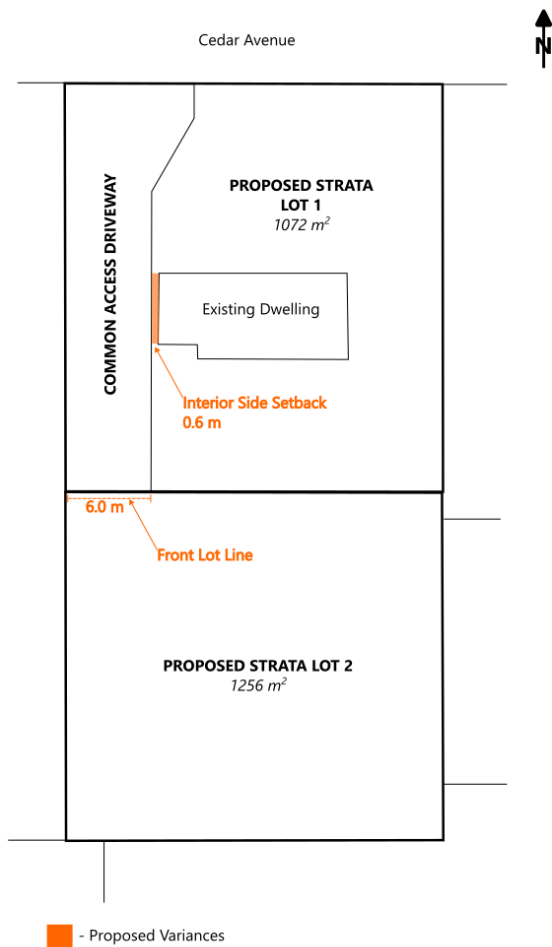
Surrounding Land Uses: Single-family development on all sides.



OCP IMPLICATIONS

The OCP supports the use of lands designated Residential: Ground Oriented Infill identified in Map 1 (Land Use Designations) for single detached dwellings, secondary suites, coach houses, duplexes, triplexes and patio homes. The proposed use is aligned with this designation.

Within the Residential: Ground Oriented Infill designation, fee simple panhandle lots are only permitted if site constraints, topography or the nature of existing development are not conducive to bare land strata subdivision (2.1.1.5(F)). Since none of those conditions apply, a bareland strata subdivision is proposed with access to both lots via a common property access driveway.



ANALYSIS/ISSUES/IMPLICATIONS

When considering a variance to a Town bylaw, staff encourages Council to be mindful as to whether approval of the variance would cause a negative impact on neighbouring properties and if the variance request is reasonable. Proposed zoning variances are shown in figure 1.

Zoning Bylaw 1850:

Section 100.5 reduce parcel frontage from 20 metres to 6.0 metres:

- There are no regulations in the existing Zoning Bylaw to address subdivisions such as this where one lot is located behind the other, resulting in one lot with significantly narrower than normal lot frontage.

- This type of lot configuration allows

subdivision of large, deep lots which have the parcel area to permit subdivision but are not wide enough to accommodate two 20 m wide parcels and/or which have an existing dwelling for which retention is proposed. This both encourages development and reduces costs associated with the demolition of existing homes which still have a usable lifespan.

- This type of subdivision is not new in Comox. DVP 16-13 for 325 Stewart Street was issued by Council in 2017 and was to permit the same type and configuration of subdivision as the subject proposal.

Section 100.8(3) reduce interior side setback from 1.5 metres to 0.6 metres.

- A bareland strata with a common driveway for both lots means that only one driveway crossing and service connection are required, allowing more room for on-street parking and the ability to provide street trees.

- The distance between the lot to the west and the existing dwelling will remain the same. What is changing is the creation of a common access driveway from which the setback is measured. There will be no dwellings proposed in the common access driveway so there will be no privacy issues with the reduced setback.

Subdivision and Development Servicing Bylaw 1261

Variance to match existing road standards

- The existing Subdivision and Development Servicing Bylaw does not address infill development. If infill subdivision were required to provide road upgrades to the standards of the existing bylaw, it would result in significant costs and may make infill development not financially viable.
- Cedar Avenue is a Local Road with low traffic volumes, and speed.
- In this case, the applicant's request to match the existing road standard is supported by Engineering, provided that the applicant gives a 1.5 m road dedication along the frontage of the subject property and cash-in lieu is provided for rollover curb construction along the subject property at time of subdivision approval.

Given that three additional units are permitted to be constructed on the back portion of the subject property under the current zoning, the approval of a bare-land strata is unlikely to pose any additional negative impacts on the neighbouring properties. Staff feel that the variance request is reasonable and therefore recommend that Council support the application.

FINANCIAL IMPLICATIONS

The Town will receive Development Cost Charges from the developer for a total of \$16,322.07 in addition to servicing connection fees and building permit fees, based on the cost of construction.

REFERRALS

The application was referred to various internal and external agencies. The Engineering Department has identified that strata developments are only permitted one service connection to the lot line to service both lots. The Parks Department has also identified an area for one street tree on the frontage of the subject property. These items will be addressed at the time of subdivision approval.

PUBLIC PROCESS

Adjacent property owners will have received notification from the Town of the development variance permit application with written comments regarding the proposal being accepted until 12:00pm on the same day that Council considers the application.

As part of the application, the applicant has also conducted their own notification of neighbours and stated that feedback has been generally positive to neutral. Results from this notification are included in Attachment D.

ATTACHMENTS:

Attachment A: Drawings

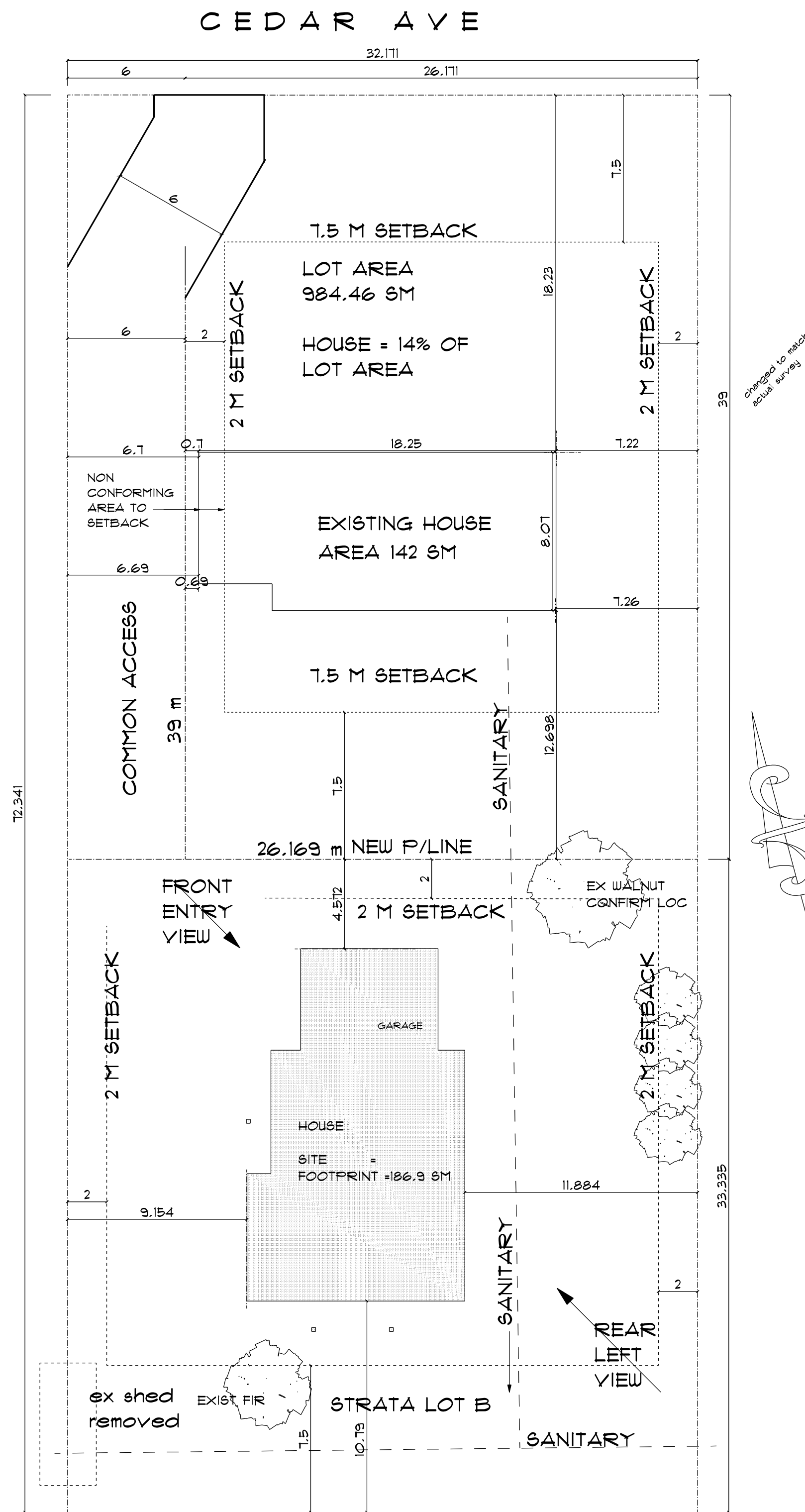
Attachment B: Photos of Subject Property

Attachment C: Applicant's Letter of Rationale

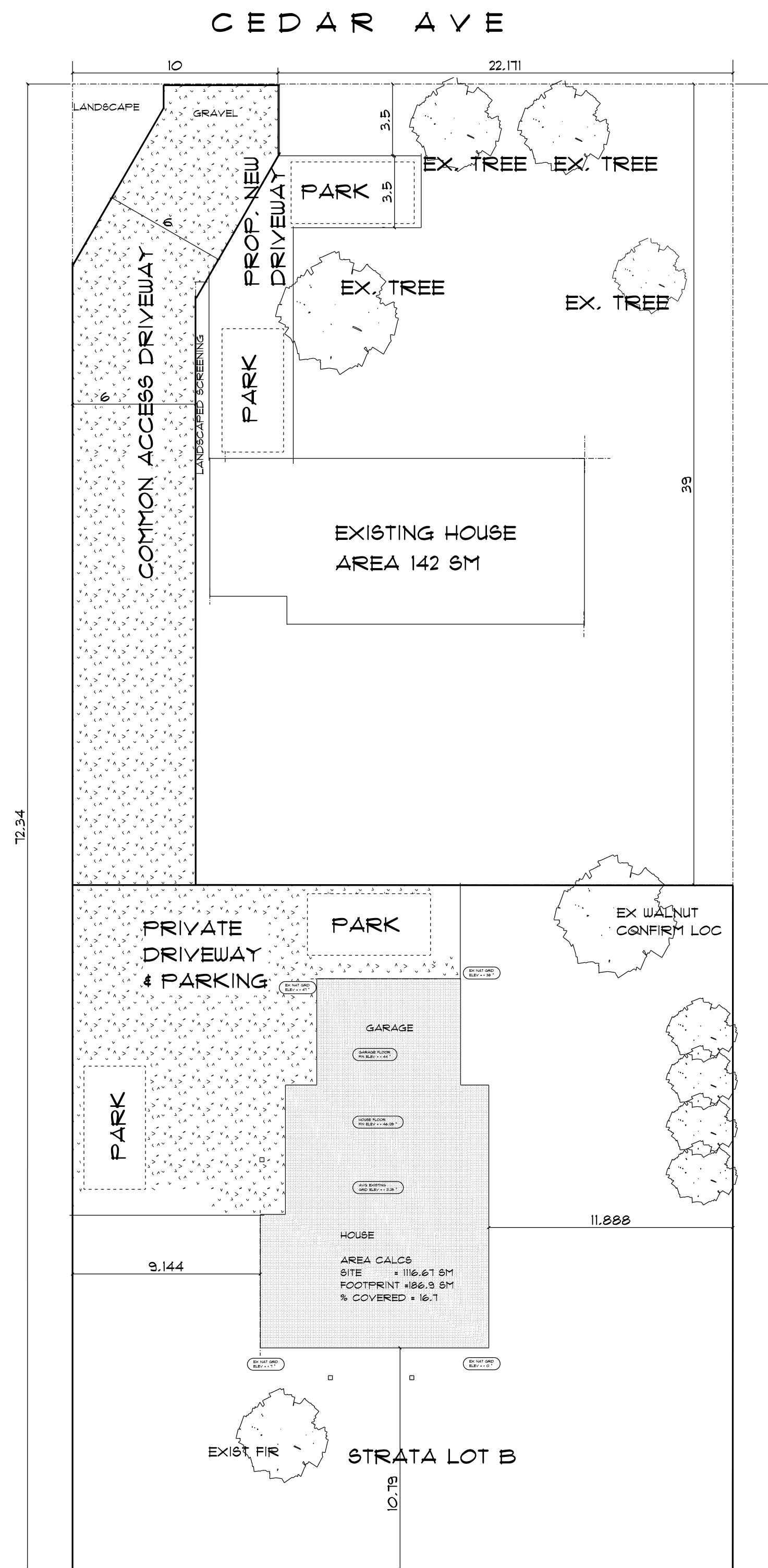
Attachment D: Applicant's Notification Results

Attachment E: Development Variance Permit 24-1

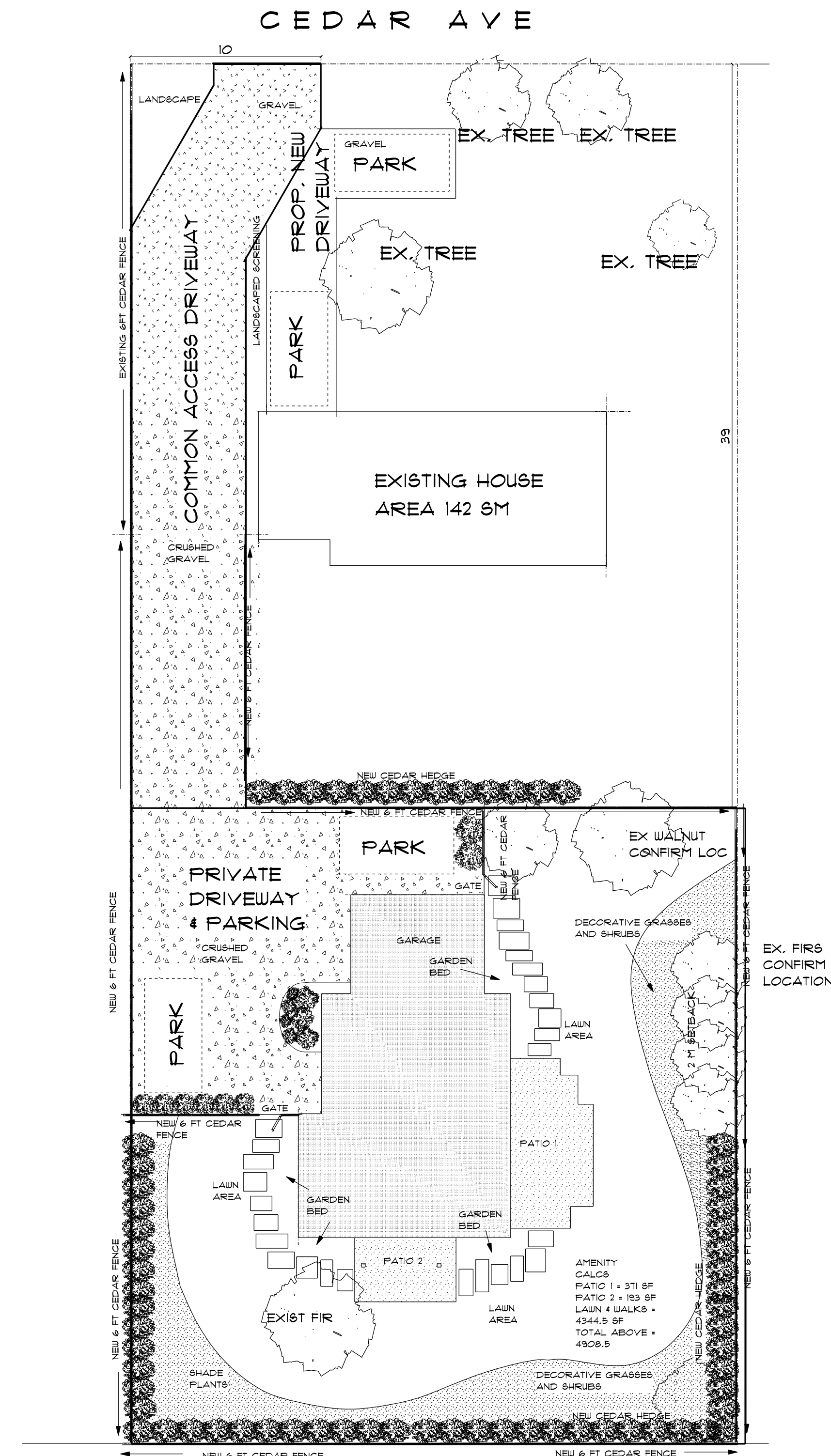
ATTACHMENT A
DRAWINGS



SETBACKS AND
PROPERTY LINES



TOPO SHOTS, PARKING
AND DRIVEWAYS



LANDSCAPING

NOTE3-

ENGINEERING OF
ROOF TRUSSES
& RELATED BEAMS
BY TRUSS CO

DIMENSIONS ARE
TO FRAMING
(NOT FINISH).
EXT. BLDG LINE IS
OUTSIDE / SHEATH.

CAUTION
INDICATED DIMENSIONS WILL BE REASONABLY ACCURATE BUT ALL DIMENSIONS AND HIDDEN ELEMENTS
OF DESIGN AND STRUCTURE MUST BE CONFIRMED IN THE FIELD PRIOR TO PURCHASES

TITLE- SITE PLANS

DWG # 5 OF 5

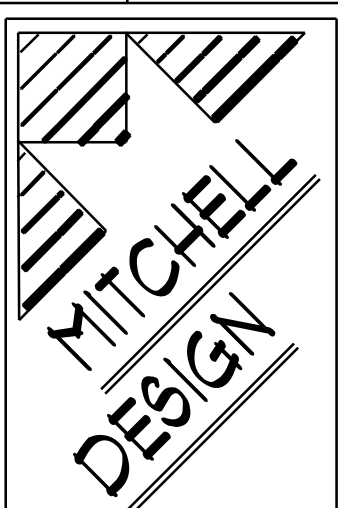
SCALE-

September 20, 2023

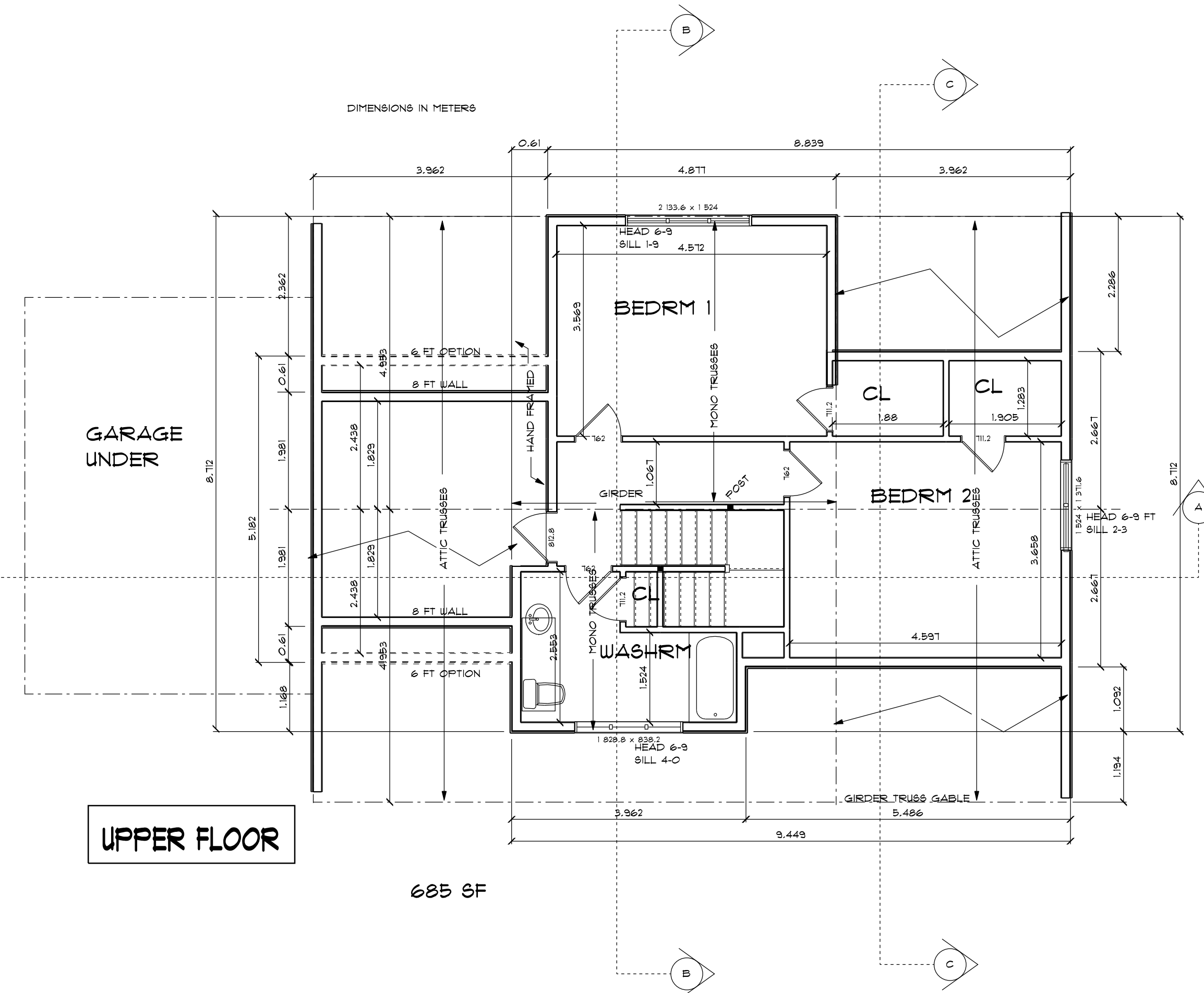
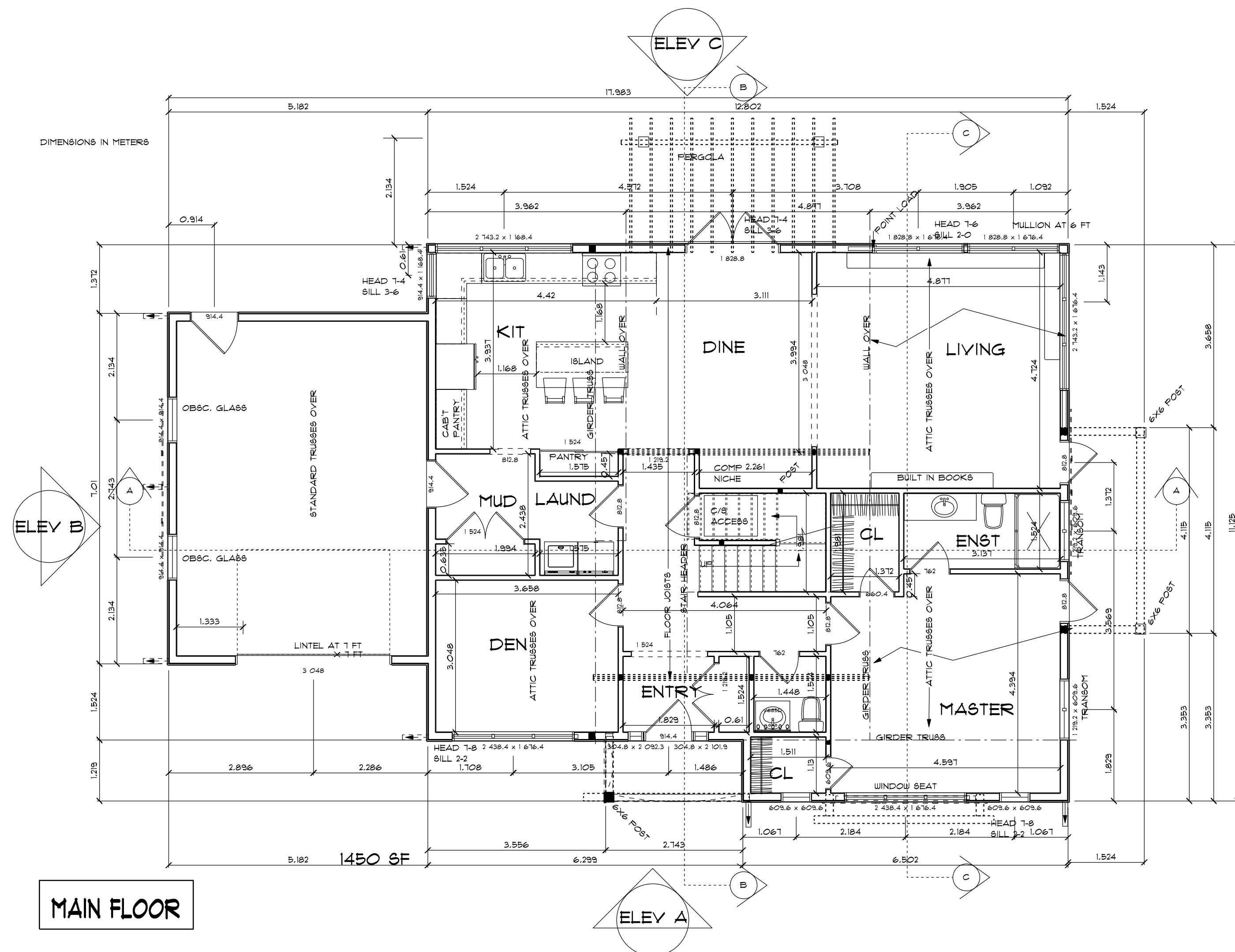
NOTE THESE DRAWINGS ARE COPYRIGHTED AND REQUIRE PERMISSION FROM THE DESIGNER FOR REPRODUCTION.
THE DESIGNER IS NOT LIABLE FOR COSTS INCURRED BY OTHERS.

PROJECT- NEW HOME- GLEN CROSS-BUILDER

ADDRESS- 1589 CEDAR AVE, COMOX



PH 339-5132



NOTES-

ENGINEERING OF
ROOF TRUSSES
& RELATED BEAMS
BY TRUSS CO

DIMENSIONS ARE
TO FRAMING
(NOT FINISH)
EXT. BLDG LINE IS
OUTSIDE / SHEATH.

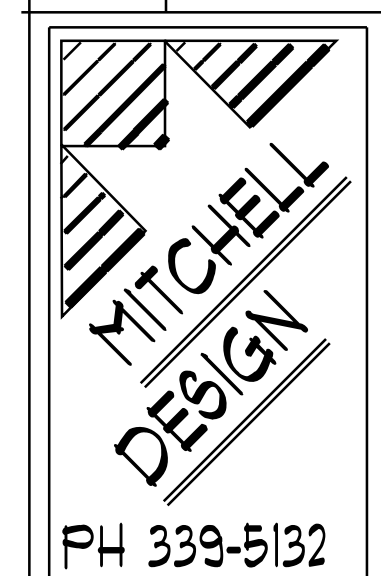
CAUTION:
INDICATED DIMENSIONS WILL BE REASONABLY ACCURATE BUT ALL DIMENSIONS AND HIDDEN ELEMENTS
OF DESIGN AND STRUCTURE MUST BE CONFIRMED IN THE FIELD PRIOR TO PURCHASE

DWG # 5
SCALE- 1/4"

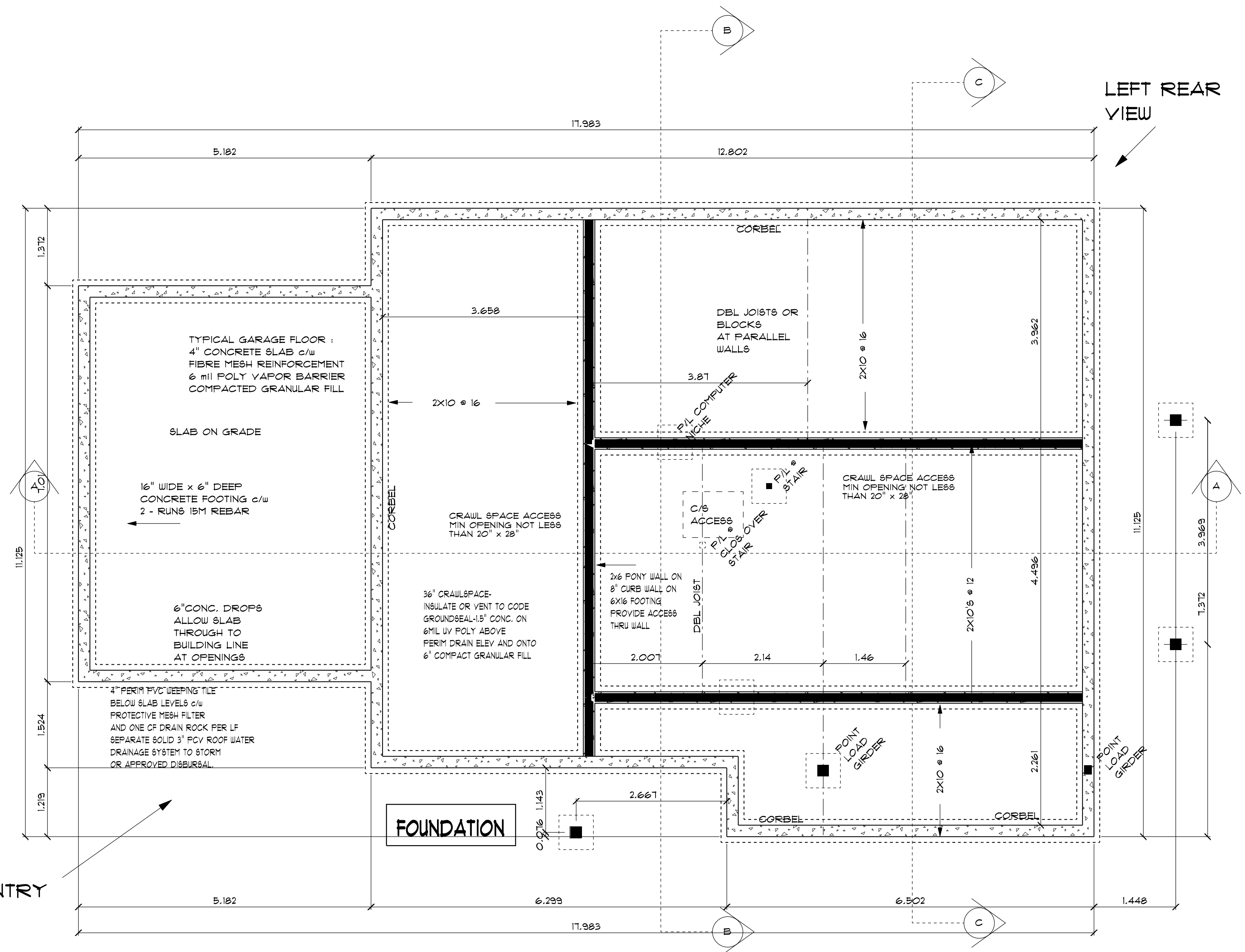
TITLE- MAIN AND UPPER FLOOR
September 14, 2023

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PROJECT- NEW HOME- GLEN CROSS-BUILDER
ADDRESS- 1589 CEDAR AVE, COMOX



PH 339-5132



GENERAL SPECIFICATIONS
FOOTINGS:
FOOTINGS TO BE CONCRETE CONTINUOUSLY POURED
ONTO SOLID UNDISTURBED GRANULAR FOUNDATION AND
BELOW FROST LINE. TWO ROWS OF #4 REBARS INCLUDED.
WALLS SHALL NOT BE BACKFILLED UNTIL ABLE TO
WITHSTAND IMPOSED LOADS. AT LEAST ONE #4 REBAR
AT TOP AROUND THE PERIMETER.
SEE DWGS FOR FURTHER REINFORCING.
GRASSES SHOWN MAY BE APPROXIMATED AND WALL HTS
MAY REQUIRE SITE ADJUSTMENT. CONFIRM TOPOGRAPHY.
FOOTING AND PADDS MAY VARY WITH POST-DESIGN RAIL LOADS
AND POINT LOADS MAY REQUIRE AN ENGINEERING REVIEW.
STEP FOOTINGS- MAX. RISE 24", MIN RUN 48".

NOTES-

ENGINEERING OF
ROOF TRUSSES
4 RELATED BEAMS
BY TRUSS CO

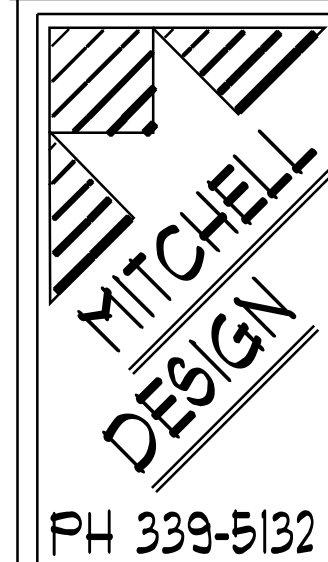
DIMENSIONS ARE
TO FRAMING
(NOT FINISH.)
EXT. BLDG LINE IS
OUTSIDE / SHEATH.

CAUTION
INDICATED DIMENSIONS WILL BE REASONABLY ACCURATE BUT ALL DIMENSIONS AND HIDDEN ELEMENTS
OF DESIGN AND STRUCTURE MUST BE CONFIRMED IN THE FIELD PRIOR TO PURCHASES

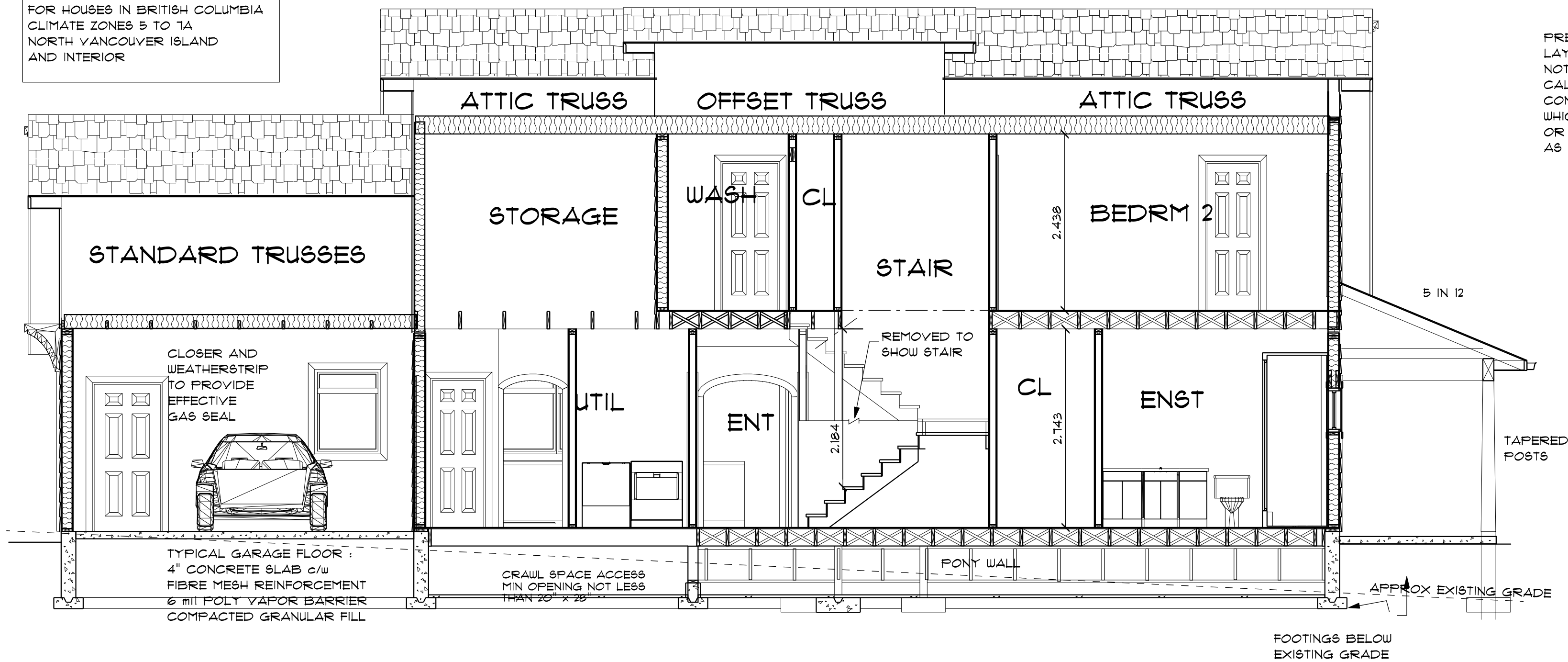
TITLE- SITE, FOUNDATION, VIEWS

September 14, 2023

PROJECT- NEW HOME- GLEN CROSS-BUILDER
ADDRESS- 1589 CEDAR AVE, COMOX



INSULATION DETAILS:
SEE ILLUSTRATED GUIDE
ENERGY EFFICIENCY REQUIREMENTS
FOR HOUSES IN BRITISH COLUMBIA
CLIMATE ZONES 5 TO 14
NORTH VANCOUVER ISLAND
AND INTERIOR



SECTION AA

SEE CODE FOR:
EXCAVATIONS: 9.3
DAMP-PROOFING: 9.3
DRAINAGE: 9.14
FOOTINGS AND FIELDS: 9.15
SLABS ON GRADE: 9.16
COLUMNS: 9.17

HOT WATER HEATERS OVER
WOOD FRAME CONSTN
TO BE SECURED TO STRUCTURE
TO PREVENT OVERTURNING

CORROSION RESISTANT & W. TIGHT
DRAIN PAN ON W. HEATERS
TO BE 2" LARGER THAN HEATER,
MIN 1" HIGH AND WITH
DRAIN 2 SIZES LARGER THAN
AND DIRECTLY BELOW
THE RELIEF VALVE

SMOKE ALARMS ON ELECT CCT
ON OR NEAR CEILING
ON EACH FLOOR LEVEL
WITHIN 5 M (16 FT) OF BEDRM DOORS
AND LESS THAN 15M (49 FT)
TO ANY FLOOR SPACE
ANY ALARM WILL SOUND ALL.

CO2 ALARMS TO CSA 6.19 AND
BATTERY OPERATED
OR WIRED WITH NO DISCONNECT
MECH. FIXED TO MANUF. RECOM.

ONE ALARM PER BEDRM OR
WITHIN 5 M (16') OF B.R.M. DOOR

HANDRAIL ATTACHMENTS
MAX 1.2M (41.25") APART,
300mm (11.75") FROM EA END,
AT EA POINT WITH 2 WOOD SCREWS,
AT LEAST 1.25" INTO SOLID WOOD

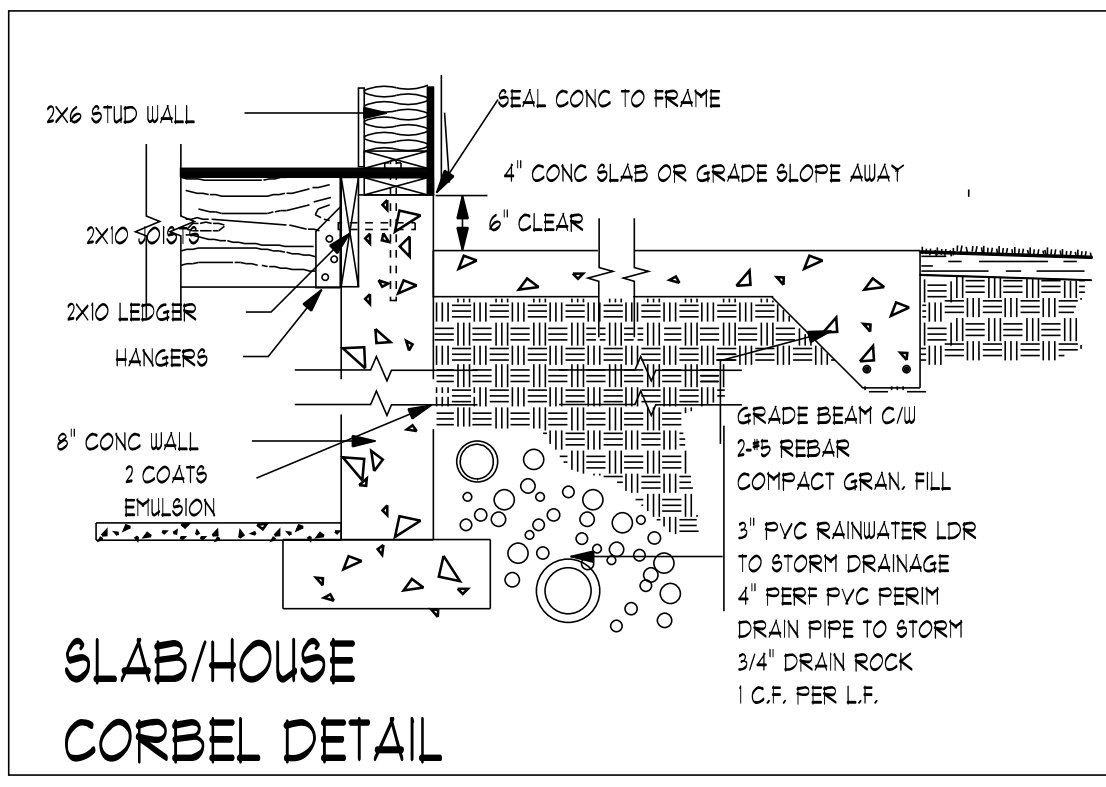
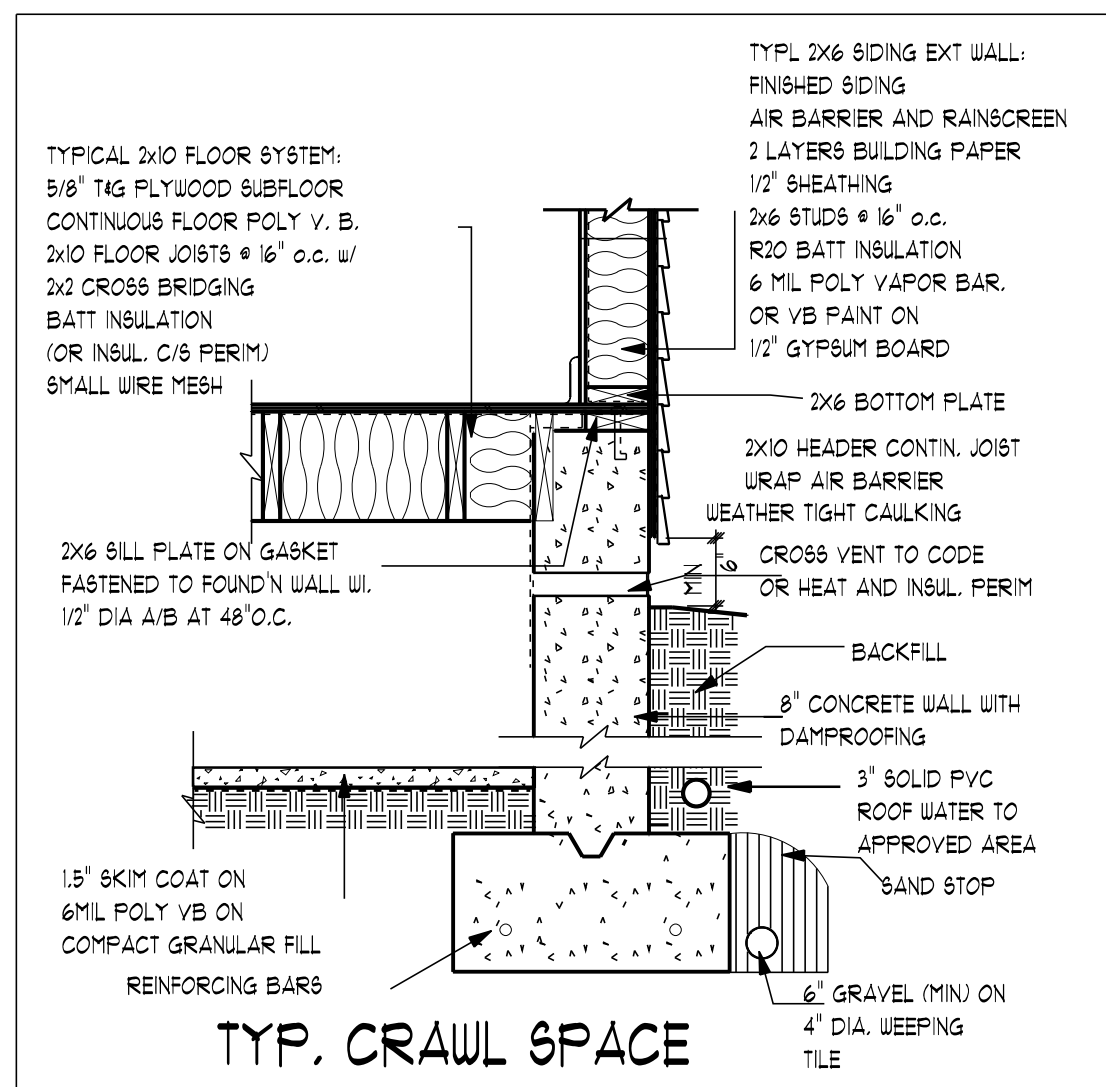
GUARDS
ALL 42" HIGH EXCEPT:
35.5" HIGH INSIDE DWELLING
35.5" FOR STAIRS EXCEPT
IF REQUIRED EXIT STAIRS
35.5" HIGH FOR OUTSIDE IF
FALL IS LESS THAN 10.15"

DESIGNED TO PREVENT CLIMBING
BETWEEN 5.5' & 35.5' ABOVE
WALKING SURFACE

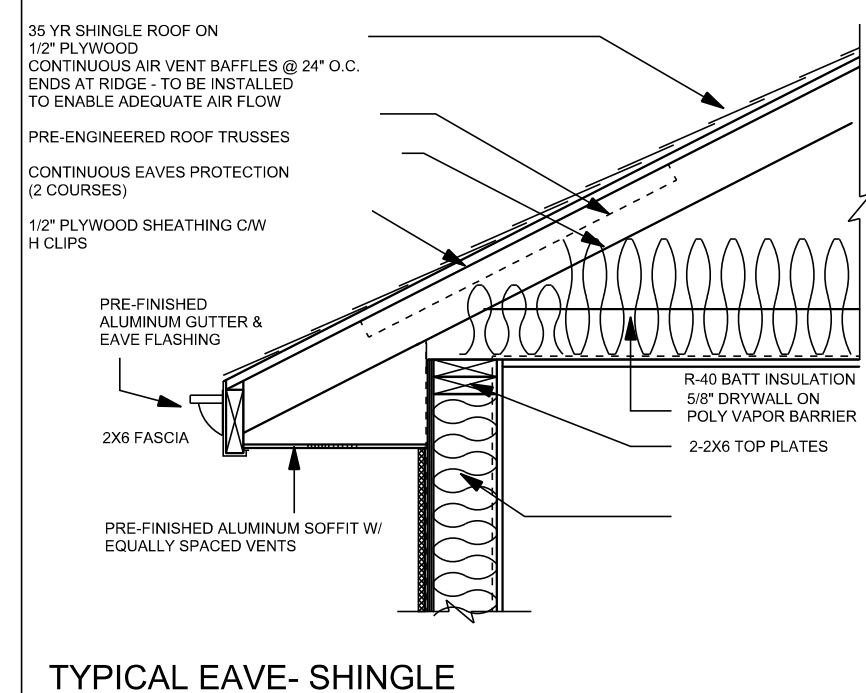
MOISTURE:
PROTECT EXTERIOR OF BELOW GRADE FOUNDATIONS WITH
2 COATS ASPHALT.
PERIMETER DRAINS TO BE 4" PERFORATED PVC AND PLACED
BELOW ELEV. OF INTERIOR SLABS AND SLOPED TO STORM
DRAINS OR OTHER APPROVED DISBURSEMENT AREAS.
PROVIDE APPROPRIATE CLEANOUTS.
ROOF AND SITE RUNOFF TO BE DISBURSED VIA
SEPARATE PVC SYSTEM SIZED TO PREVENT BACKUP.
PROVIDE FLASHINGS OVER ALL EXPOSED WINDOWS AND DOORS
USE ONLY 60 MIN BUILDING PAPER FOR BUILDING WRAP AND
APPLY WITH CARE ASSUMING SIDING WILL LEAK
PROVIDE 5" PREFIN. ALUM. GUTTERS AND ADEQUATE DOWNSPOUTS
SIZED AND SLOPED TO PREVENT POOLING OR BACKUP.

ROOF SPACE VENTING
OPEN VENT AREA = 1/150 FOR ROOFS < 6:12 OR ROOF JOISTS
OPEN VENT AREA = 1/300 ALL OTHER ROOFS
VENTS MAY BE ROOF, EAVE OR GABLE TYPE
UNIFORMLY DISTRIBUTED ON OPPOSITE SIDES AND
NOT LESS THAN 25% TOP AND 25% BOTTOM OF SPACE.
TOP OF ROOF JOIST SPACES CROSS VENTED WITH
MIN 2X2 STRAPPING UNLESS EACH SPACE VENTED
PROVIDE 2.5" CLEAR FROM ROOF SHEATH TO INSUL.
CEIL. INSUL. SHALL NOT OBSTRUCT FREE AIR FLOW.

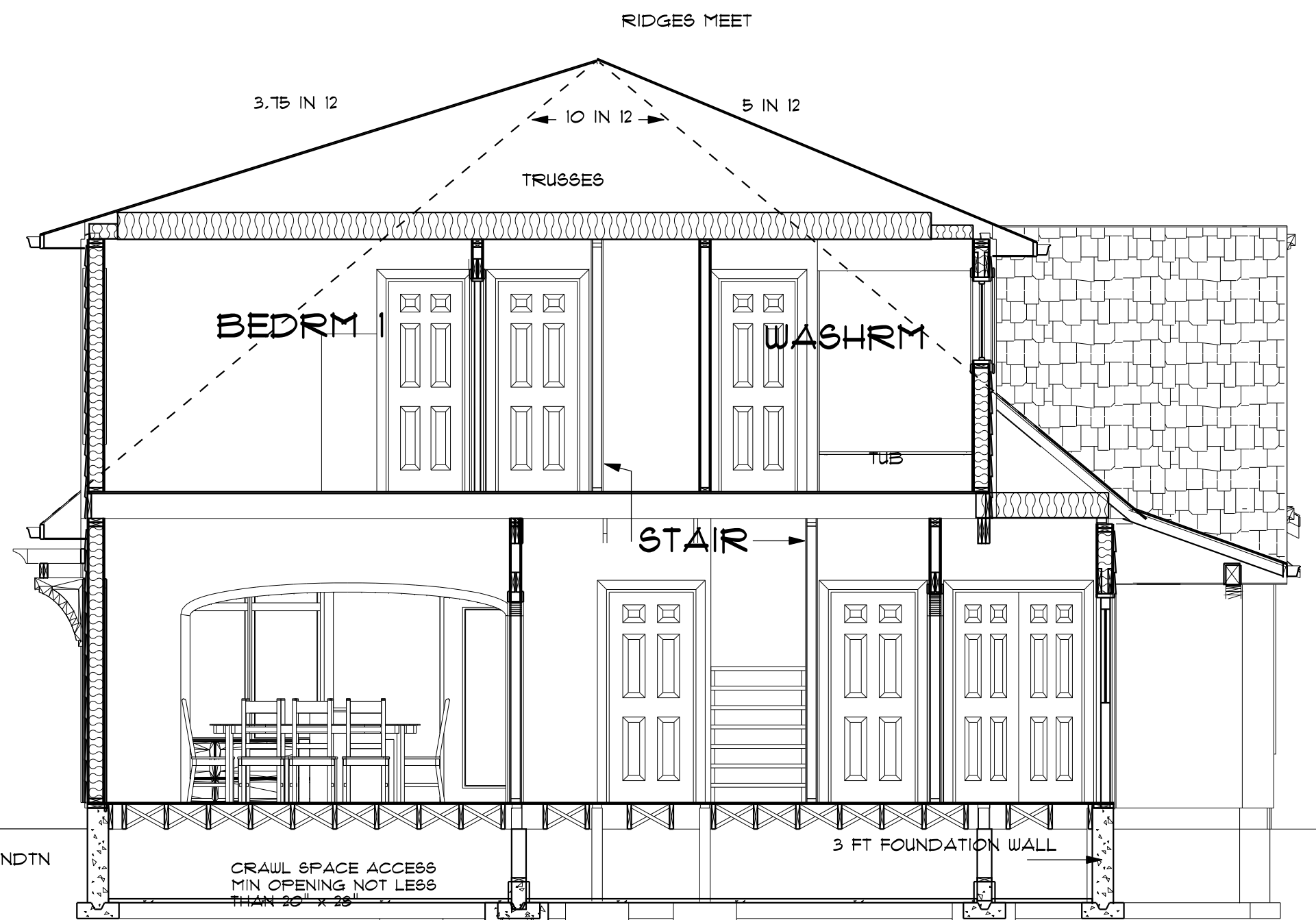
FRAME WALL CONSTN
FINISH AS PER ELEV.
SIDING TO CODE AND MANUF. SPECS
RAINSCREEN AND AIR BARRIER
HOUSEWRAP 60 MIN BLDG PAPER
EXTERIOR TYPE SHEATHING
2X6 STUDS @ 24"
R-20 INSULATION
& MIL VAPOR AIR BARRIER
60 MIN CERTIFIED
DIBLE PLATE AT TOP
W/ SILE PLATE AT BOTTOM



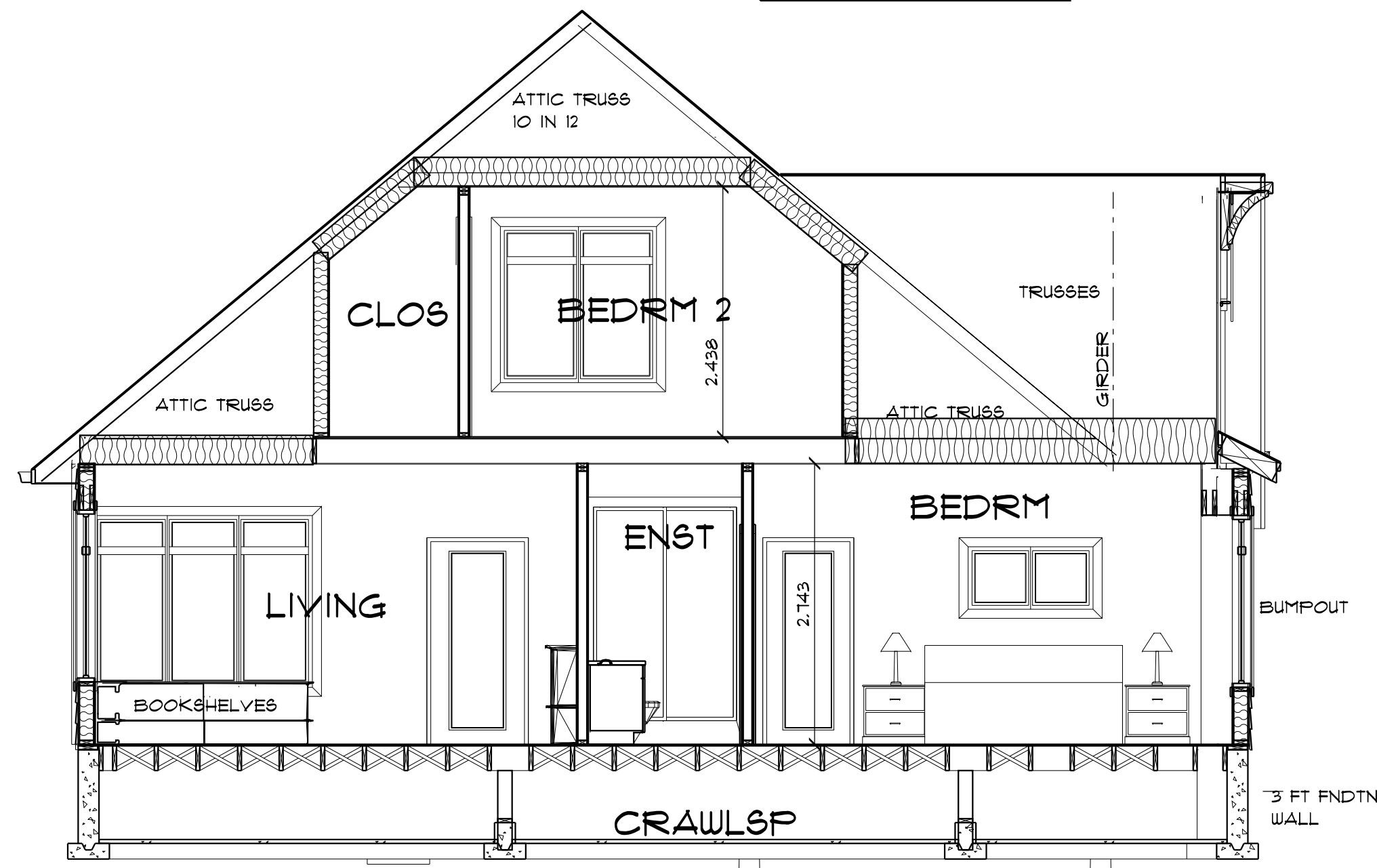
SECTION CC



PRE-ENG. TRUSSES
LAYOUT BY TRUSS CO.
NOTE IF BEAMS SUPPLIED
CALL DESIGNER IF
CONFLICTS ARISE
WHICH AFFECT THE FORM
OR FUNCTION OF THE DESIGN
AS SHOWN. 339-5132



SECTION BB



NOTES-

ENGINEERING OF
ROOF TRUSSES
& RELATED BEAMS
BY TRUSS CO

DIMENSIONS ARE
TO FRAMING
(NOT FINISH)
EXT. BLDG LINE IS
OUTSIDE / SHEATH.

CAUTION:
INDICATED DIMENSIONS WILL BE REASONABLY ACCURATE BUT ALL DIMENSIONS AND HIDDEN ELEMENTS
OF DESIGN AND STRUCTURE MUST BE CONFIRMED IN THE FIELD PRIOR TO PURCHASE

DWG # 5
SCALE- 1/4"

TITLE- SECTIONS AND DETAILS
September 14, 2023

PROJECT- NEW HOME- GLEN CROSS-BUILDER
ADDRESS- 1589 CEDAR AVE, COMOX

MITCHELL
DESIGN
PH 339-5132

ATTACHMENT B

PHOTOS OF SUBJECT PROPERTY



Frontage of Subject Property



Existing Driveway and Dwelling from Cedar Ave



View into rear yard next to existing dwelling unit (where common access driveway is proposed)

ATTACHMENT C

APPLICANT'S RATIONALE

1589 Cedar Avenue

Development Permit Application

January 19th, 2024

Amendment: September, 2024

Town of Comox
1809 Beaufort Avenue
Comox, BC V9M 1R9

Attention: Development Services

Contact

Bailey Walsh
778-647-2430
bwalsh@mcelhanney.com



Development Permit #2 – Ground-Oriented Infill

1589 Cedar Avenue

On behalf of my client, Heritage Revival Homes Ltd., I am pleased to submit a Development Permit application with the Town of Comox for the property located at 1589 Cedar Avenue.

As per the development application form, the following documents have been attached:

1. Application Form & Declaration – Appendix I
2. Title Analysis & Legal Documents – Appendix II
3. Contaminated Sites Regulation – Appendix IX
4. Emterra Waste Management Form – Appendix X
5. Written Rationale – This Document
6. Development Permit Guideline Review – Appendix XI
7. Site Plan, Drawings, Elevations, & Cross Sections – Appendix III
8. BCLS Plan – Appendix VI
9. Landscape Plans – Appendix VII
10. Landscape Budget – Appendix VIII
11. Tree Inventory Assessment – Appendix IV
12. Neighbourhood Consultation Summary – Appendix V
13. Site Servicing Plan – Appendix XII

These documents have been provided as appendices to this master document, as well as separated in electronic versions for ease of use and review.

We look forward to your review of the application. Please do not hesitate to reach out for any further information required for this application, we will be happy to assist.

Thank you for considering this proposal.

Sincerely,
McElhanney Ltd.



Bailey Walsh, MCP

bwalsh@mcelhanney.com

T 250-287-7799 D 778-647-2430

Our File: 2211-47674

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Appendices

- Appendix I: Application Form & Declaration
- Appendix II: Title Analysis & Documents
- Appendix III: Drawings & Plans
- Appendix IV: Tree Inventory Assessment
- Appendix V: Neighbourhood Consultation Summary
- Appendix VI: BCLS Plan
- Appendix VII: Landscape Plan
- Appendix VIII: Landscape Budget
- Appendix IX: Contaminated Sites Regulation
- Appendix X: Emterra Environmental Review
- Appendix XI: Development Permit Area #2 Review
- Appendix XII: Site Servicing Plan

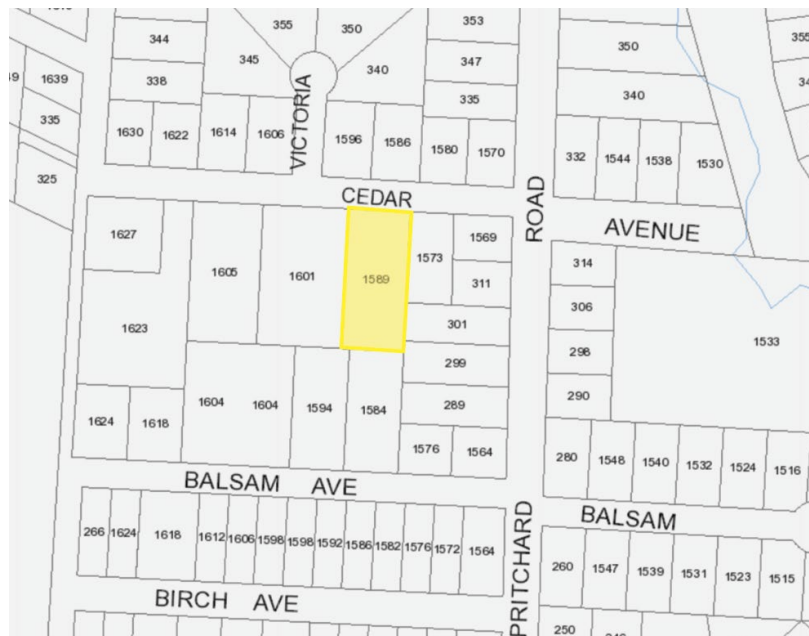
1589 Cedar Ave — Development Proposal

Lot 3, Section 76, Comox District, PLAN 10056

Intent of Proposal

On behalf of my client, Heritage Revival Homes Ltd., I am pleased to submit a Development Permit and Development Variance Permit application with the Town of Comox for the property located at 1589 Cedar Avenue. The intent of this application is to vary the minimum parcel frontage from 20.0m to a 6.0m common access-way and to subdivide the existing lot to a two-lot bareland strata as per the attached site plan (Appendix III) to allow the construction of a single-family dwelling on Proposed Strata Lot B. Following this submission, a subdivision application will also be submitted. The intended use of the property is to remain residential.

Based on review with staff we have designed the development concept to be supportive of the *Ground Oriented Infill* Development Permit Area guidelines as laid out in the *Town of Comox Official Community Plan Bylaw 1685* (OCP). The proposed concept plan supports several policies laid out in the OCP directed at enhancing the amount and availability of smaller single detached lots, and consideration for the surrounding neighbourhood character and context have been an integral part of the proposed development design.



Context and Location

The subject property is 2,347m² in size and is a rectangular lot fronting Cedar Avenue, located mid-block between the Comox Golf Course to the west and Pritchard Road to the east, and is located to the north of Balsam Ave. At the original time of submission, the property was zoned R1.1 in the *Town of Comox Zoning Bylaw 1850*. This zoning has since changed to the R1.0 Zone. The subject property is located within the “Downtown” neighbourhood boundary and is designated Residential: Ground Oriented Infill in the *Comox Official Community Plan Bylaw, 2011*.

Zoning Bylaw Review

The subject property is currently zoned as Small-Scale Multi-Family Housing (R1.0) in the *Comox Zoning Bylaw 1850* which allows for Accessory structures and uses, bed and breakfast accommodations, home occupations, secondary suites, single-family dwellings, SSMFH coach houses, two-family dwellings, townhouses, urban hen keeping, urban produce production, and urban produce stands. There is currently one single family dwelling unit and one accessory building on the property, with the accessory building in the southwest corner proposed to be removed.

Compliance with R1.0 Zone

As noted in the zoning bylaw compliance table below, the proposed lot areas for Lot A and Lot B are greater than the minimum lot area of 650m² and meet all zoning requirements for the R1.0 zone including permitted uses, parcel area, parcel coverage, height and stories, required setbacks, and accessory buildings, with the exception of lot frontage for Lot B, and the west side yard setback of Lot A. The proposed lot frontage of Lot B does not meet the minimum parcel frontage provision s. 100.5, instigating the need for a parcel frontage relaxation from 20.0m to a 6.0m common access. The west side yard setback is proposed as 0.6m from the common access-way, also necessitating a variance from 1.5m to 0.6m.

	R1.0 Zone provisions	Proposed Site Plan	Compliance
s. 100.1 Permitted Uses	Accessory structures and uses, bed and breakfast accommodations, home occupations, secondary suites, single-family dwellings, SSMFH coach houses, two-family dwellings, townhouses, urban hen keeping, urban produce production, urban produce stand	Lot A: Single-family dwelling Lot B: Single-family dwelling	Lot A: Plan in compliance with R1.0 zone Lot B: Plan in compliance with R1.0 zone
s. 100.3 Density	1) For unserviced parcels >450m ² to not exceed 1 SFD + 1 secondary suite or coach house 2) For parcels equal to/less than 280m ² to not exceed 3 dwelling units 3) For parcels >280m ² not to exceed 4 dwelling units 4) Combined GFA of 4 dwelling units not to exceed 1,000m ²	Lot A: One Single family dwelling Lot B: One single family dwelling	Lot A: Plan in compliance with R1.0 zone Lot B: Plan in compliance with R1.0 zone
s. 100.4 Parcel Area	Not less than 650m ²	Lot A: 1072.11m ² Lot B: 1255.79m ²	Lot A: In compliance with R1.0 zone Lot B: In compliance with R1.0 zone
s.100.5 Parcel Frontage	Not less than 20.0m	Lot A: 27.49m Lot B: 6.0m	Lot A: In compliance with R1.0 zone Lot B: Not in compliance with R1.0 zone – variance required.
s.100.6 Parcel Coverage	For parcels equal to or less than 1,300m ² where one dwelling unit is provided: 35%	Lot A: 14% Lot B: 16.1%	Lot A: In compliance with R1.0 zone Lot B: In compliance with R1.0 zone

s.100.7 Height and Storeys	Not more than 11m or 3 storeys	Lot A: Less than 9.0m, 1 storey Lot B: 8.0m, 2 storeys	Lot A: In compliance with R1.0 zone Lot B: In compliance with R1.0 zone
s.100.8 Required Setbacks	Front: Carport: 6.0m, other: 3.0m Rear: 5.0m Side (interior): 1.5m Side (exterior): Carport: 6.0m, or Other: 3.5m	Lot A Front: 18.2m Rear: 12.7m Side (west, interior): 0.6m Side (east, interior): 7.3m Lot B Front: 43.6m Rear: 10.8m Side (west, interior): 9.2m Side (east, interior): 11.9m	Lot A: All in compliance with R1.0 zone EXCEPT the west side yard setback, which will require a variance Lot B: In compliance with R1.0 zone
s. 6.15 Parking	1 per single family dwelling unit	Lot A: 2 stalls Lot B: 2 stalls	Lot A: In compliance with R1.0 zone Lot B: In compliance with R1.0 zone
Additional Site Statistics			
Total Dwelling Units	Strata Lot A: 1 single family dwelling Strata Lot B: 1 single family dwelling		

Unit GFA	GFA for Strata Lot A: 142m ² Bedrooms for Strata Lot A: 4 GFA for Strata Lot B: 1905m ² Bedrooms for Strata Lot B: 3
Parcel Area	Parcel Area for Strata Lot A: 1173.5m ² (average of lot) Net Parcel Area for Strata Lot A: 1173.5m ² (average of lot) Parcel Area for Strata Lot B: 1173.5m ² (average of lot) Net Parcel Area for Strata Lot B: 1173.5m ² (average of lot)
Residential Density/Ha	Strata Lot A: 8.5 units/ha Strata Lot B: 8.5 units/ha

Figure 2: Zoning Compliance Table

Proposed Variances

The proposed concept plan requires a relaxation of s. 100.5 of the Comox Zoning Bylaw 1850 which stipulates a minimum parcel frontage of 20.0m for the R1.0 Zone. The proposed 6.0m parcel frontage as a common access-way, provides sufficient clear space for emergency vehicle access to proposed Strata Lot B and is necessary due to the orientation of the lot to the street and the siting of the existing single-family dwelling. This variance is justified based on how the proposed development satisfies the infill objectives laid out in the OCP, providing hidden density in keeping with the neighbourhood character, in a neighbourhood well-supported by various amenities (detailed in the Official Community Plan review section below).

An additional variance is required for the west side yard setback of the existing dwelling located on Proposed Strata Lot A. This setback requires a reduction from 1.5m to 0.6m from the east lot line of the common access way. This relaxation of the side yard setback is not anticipated to have any negative impacts to adjacent properties, as a 6.76m setback is still provided from the adjacent property to the west of the development which is well above the 1.5m side yard setback defined in the Zoning Bylaw. 6.76m of free-and-clear space is still provided for emergency access to Proposed Strata Lot B.

Official Community Plan Review

The subject property is currently designated Residential: Ground Oriented Infill in the Town of Comox *Official Community Plan Bylaw, 2011* which is defined in section 2.1.1.3.a. as “intended to accommodate...

single detached dwellings, secondary suites, coach houses, duplexes, triplexes, and patio homes”. The subject property is located within the “Downtown” neighbourhood boundary and is located under 400m from the Downtown Development Permit Area. The OCP notes the following vision for residential areas located near the downtown:

2.1.3.1 The Town's aging demographic composition will increase the need for a broader mix of housing forms and tenures including more compact housing, affordable and congregate housing. Downtown Comox and nearby residential areas within a 500 metre distance of Downtown Comox offer numerous redevelopment opportunities to accommodate much of the anticipated future housing demand for Comox and still retain the ambience of existing neighbourhoods... The existing servicing infrastructure will accommodate additional development more economically and with less environmental impact compared to suburban redevelopment or 'greenfield' development.

The subject property is located within 400m of a bus stop and a short 10-minute walk (750m) from the Comox Mall, allowing for easy access to amenities such as a grocery store. Robb Road Elementary School, the Comox Recreation Centre, the Comox Golf Course, Brooklyn Creek Park, and the Filberg Park are all located within 1.0km of the property,

Furthermore, it is our understanding that the Town of Comox is supportive of infill development that contributes to diverse housing options, such as stated in section 2.1.1.2. Residential Objectives below:

3. To enhance the amount and availability of smaller single detached lots, secondary suites, coach houses, ground oriented multifamily housing and assisted living options to provide more affordable and sustainable housing opportunities.

It is our view that this development proposes to enhance the amount of smaller single detached lots as stated above which may provide more affordable and sustainable housing opportunities. This is supported by the following section of the OCP:

2.1.1.5.d. Small lot subdivisions for detached houses on parcels generally not less than 350 square metres in area are supported provided any proposal has appropriate site and design controls including orientation toward the street, visual prominence of features other than garages, retention of significant tree cover, where applicable, and ground water recharge, and solar orientation (passive solar gain) where appropriate. The intent is to encourage more efficient use of the Town's lands, services and amenities.

The above policy suggests general support for the type of development proposed, allowing for the opportunity for new housing opportunities within the town. Following subdivision of the subject property as submitted in the concept plan, a total of four dwelling units would be allowed between the two parcels,

consisting of one single family dwelling and either one secondary suite or coach house on each lot. This gentle density could help to provide diverse housing options as is incentivized in the OCP.

Age-Friendly Planning Features

The proposed concept plan provides the opportunity for accessible, age-friendly housing in a residential neighbourhood. The 2021 Census notes that 29% of the Town of Comox population is over the age of 65. This is significantly higher than the Provincial percentage of 18% and exceeds the percentage projected in the Town of Comox Official Community Plan (OCP).

Section 2.2.5 Policy Statements for Housing of the OCP notes the following housing policies:

2.2.5.2: The Town may require development applications for new housing to consider future housing modifications that are easy and affordable to accommodate seniors' changing needs;

2.2.5.3: a) The Town will encourage housing for seniors to be located close to services and facilities;

2.2.5.4. c) Housing for seniors to be integrated into the surrounding community

Though the proposed development is not specifically planned as housing for seniors only, the concept plan has been designed to accommodate ageing in place. The exclusion of exterior stairs, as well as spacious parking areas, the ground floor location of main living areas, and close proximity to public transit and to the Downtown area contribute to a development that may satisfy the needs of both families and seniors.

Although the proposed site plan requires a variance to the parcel frontage of Proposed Strata Lot B for with common-access to Cedar Avenue, the OCP states the following exception which is relevant in this case:

2.1.1.5.f. Panhandle lots are not permitted unless site constraints, topography or the nature of existing development are not conducive to bare land strata subdivision.

There is currently one existing single-family dwelling located on the subject property, the siting of which has informed the design of the attached concept plan. The siting of the dwelling is not conducive to bare land strata subdivision without the allowance of a common access-way to Cedar Avenue. Therefore, a common access-way for Proposed Strata Lot B has been proposed along the western property line with a width of 6.0m. This width requires a variance from the 20.0m parcel frontage minimum for the R1.1 zone but allows for safe emergency vehicle access for Proposed Strata Lot B.

Project Attributes

Accessibility

The site and building design have been created with accessibility in mind. No external steps are proposed at either the front entryway or garage entrance to the proposed home and the primary suite and shared living areas are located on the main floor. The main living areas are open concept, with room for further accessibility features to be added in the future if needed.

Parking is located in close proximity to both the existing and proposed homes, with ample space provided for manoeuvrability around the vehicle to enhance accessibility.

Parking

Two non-garage parking stalls are provided for each of the existing and proposed homes. The driveway of the existing home provides two spaces. The proposed home provides one space adjacent to the garage, with another located at the end of the driveway area, providing ample pedestrian circulation and additional parking space for visitors if needed.

Tree Retention Plan

The attached Tree Inventory Assessment provides details and health of the trees on and in close proximity to the subject property. There are currently four trees located on Proposed Strata Lot 1. As no structural development is proposed for this lot, all four of these trees will be retained.

There are currently nine trees located on Proposed Strata Lot B, including four Douglas-fir trees (all in good condition), four domestic apple trees (one in poor condition, one in moderate condition, and two in good condition), one black walnut tree (in good condition), and one grand fir tree (in good condition). The proposed site plan has been designed to maximize tree retention on the site. The proposed site design requires that three domestic apple trees be removed – one in poor condition, one in moderate condition, and one in good condition. All other trees on the property will be retained. Two Chinese Dogwood trees have been proposed to be planted on Proposed Strata Lot B as a part of the landscape plan, as well as cedar hedging along most of the property line of Proposed Strata Lot B. (Appendix VII).

Total tree retention for proposed Strata Lots A and B is 77%. There is additional open space on the property which may provide an opportunity for further tree planting and livability in the future, with a new

cedar hedge proposed as screening between Strata Lots A and B, as well as along the southern lot line and half of the east and west lot lines for proposed Strata Lot B.

Landscape & Planting

The only changes proposed for landscaping on proposed Strata Lot A are in relation to the crushed gravel common-access driveway and associated parking. This includes the formalization of one parking space in the driveway in front of the home, and one parking space located off the driveway parallel to Cedar Ave.

A Landscape Plan has been provided for Proposed Strata Lot B (Appendix VII) and shows two outdoor patio areas with paver walkways. The lawn area is surrounded by shade plants and decorative shrubs and grasses, with a new cedar hedge screening the southern portion of the east and west property lines, along the northern property line, and along the length of the southern property line. The plan includes retaining the black walnut tree in the northeast corner of the property, the three Douglas-fir trees and single grand-fir tree located along the eastern property line, and the Douglas-fir tree located in the southwest corner of the property. Two Milky Way Chinese Dogwood trees will be planted on the property, one located near the northern property line and the other in the southeast corner. A new 6-foot fence will be installed along the perimeter of the property, ending at the rear of the existing home on proposed Strata Lot A.



Figure 3: Landscape Plan

Irrigation Plan

An irrigation system will be designed which meets or exceeds the standards of the Irrigation Industry of British Columbia and will be completed by a suitably experienced and qualified irrigation contractor, and inspected upon completion.

Lighting

Pedestrian-level soffit lighting is proposed for the new home to be located on Proposed Strata Lot B, as well as a motion-sensor light at the garage. This lighting is designed to reduce light pollution in the neighbourhood, while providing adequate lighting for residents.

Public Infrastructure

Water

Onsite water demands are currently met with an existing service connection to the existing watermain on Cedar Ave. At the Town's discretion, we will request the Town undertake a water model analysis, at the developer's expense, to confirm sufficient off-site capacity is available to accept the additional estimated water demands. Details of the anticipated water demands and fire flow are outlined in the Site Services Report (Appendix XII).

Sanitary Sewer

The existing residence on the subject property is serviced off an existing sanitary sewer pipe that conveys flows along a Statutory Right of Way (SRW) bounding the south property line, to a sanitary sewer main on Pritchard Road to the east. Wastewater from the proposed residence will be conveyed to the same sewer main. Details of the estimated sanitary flows are outlined in the Site Services Report (Appendix XII) and show a net increase of approximately 0.063 litres/sec as a result of the proposed development.

Stormwater Management

As discussed in our preapplication meeting with planning staff, historically there have been concerns about stormwater runoff to adjacent properties, with anecdotal drainage concerns to the southeast of the property. A Stormwater Management Plan (SWMP) has been completed as a component of the Site Servicing Report (Appendix XII) which outlines the appropriate measures to mitigate stormwater runoff. Post development flows from the existing and proposed residence will be attenuated to reduce site runoff to pre-development levels up to and including the 10-year return period storm event in the north subcatchment and up to the 100-year return period storm event in the south subcatchment.

As noted in the SWMP, the northern portion of the property slopes north towards Cedar Ave at approximately 1% to 2%. Some of the methods to mitigate post-development flows for the northern subcatchment are proposed as follows, as per the SWMP:

- Flows diverted from the existing residence and garage to a stormwater attenuation trench with a control manhole at the outlet that will attenuate flows to predevelopment rates, before conveying them into the municipal storm main on Cedar Avenue.
- Stormwater flows resulting from rain events larger than the estimated 10-year event will be conveyed via overland sheet flow to Cedar Ave, before continuing east to Pritchard Rd.
- Retain and maintain existing vegetation as much as is practicable for the construction of the proposed residence. Remediate disturbed vegetation with native plantings and or lawn following the construction phase.

The SWMP notes that the southern portion of the property slopes to the southeast at an average grade of approximately 3%. Some of the methods to mitigate post-development flows for the southern subcatchment are proposed as follows, as per the SWMP:

- Flows will be diverted from the proposed residence and garage to an exfiltration trench that is sized for a 100-year event. A catchment berm has also been included in the design to allow for additional overflow storage.
- Retain and maintain existing vegetation as much as is practicable for the construction of the proposed residence. Remediate disturbed vegetation with native plantings and or lawn following the construction phase.
- Place a minimum 300mm of amended topsoil over all proposed landscaped areas.
- Grade areas around proposed buildings to provide positive drainage away from all buildings.

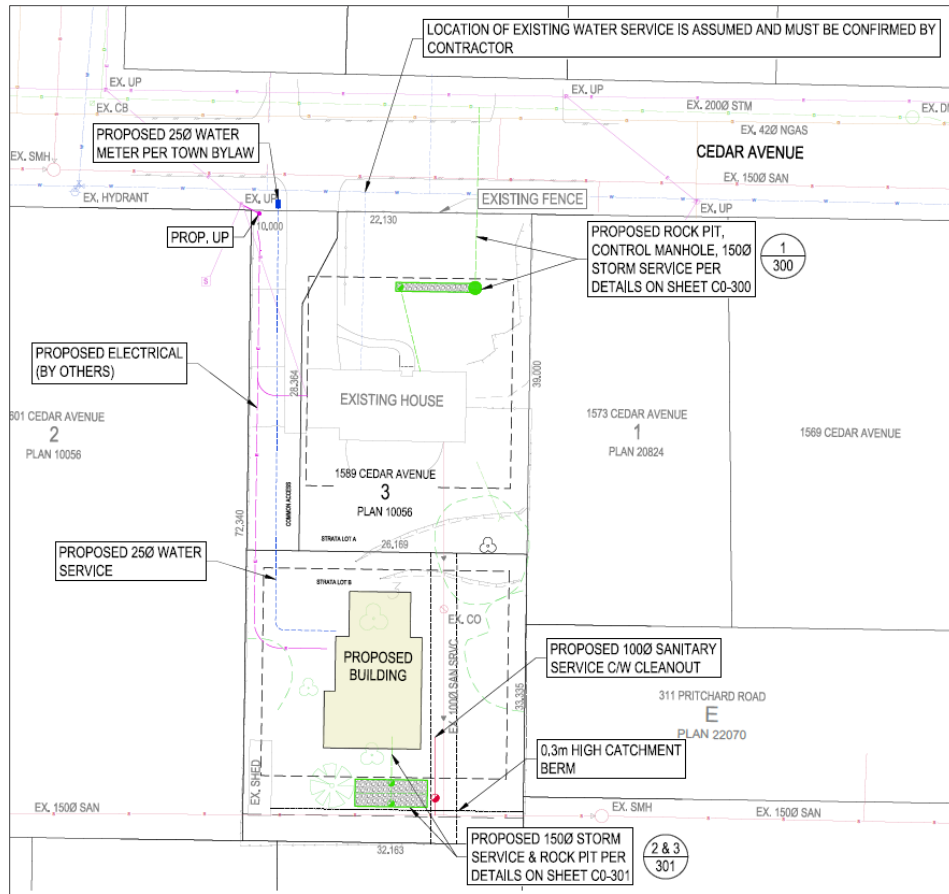


Figure 4: Proposed Rock Pit Locations

The proposed rainwater management methods above show total site runoff mitigation to less than pre-development levels up to including the 10-year return period storm event in the northern portion of the property, and up to the 100-year return period storm event in the southern portion of the property.

Furthermore, the SWMP for the proposed development supports the following OCP policies:

Section 2.4.2.7 Storm Water Collection Supporting Policies

- a. New developments are required to provide storm water collection to protect land and buildings from flooding; generally, storm water must connect to the Town's storm water collection systems...*
- d. On-site storm water retention facilities including rain gardens and rock pits are encouraged to minimize the downstream impact of storm water*

Details of the modeling and stormwater management methods can be found in the SWMP located in the Site Servicing Report (Appendix XII)

Sidewalks, Roads, Road Widths

Cedar Avenue is designated a Local or Private Road as per the Town of Comox OCP. Variances to the required frontage improvements as laid out in the *Subdivision and Development Servicing Bylaw No. 1261* will be requested.

BC Hydro

An on-site visit was conducted with BC Hydro to determine a plan to service the proposed single-family dwelling. A new service pole has been proposed at the northwest corner of the common access-way which will service the existing and proposed dwellings via underground electrical with ducting located under the common-access driveway. The location of the proposed pole and underground electrical ducting is shown on the Site Servicing Plan located in the Site Servicing Report (Appendix XII).

Community Benefits

The proposed development will add much-needed housing in the community, As per Section 3.2.3 of the Ground Oriented Infill section of the OCP, ground-oriented infill:

Townhouses and ground oriented infill consisting of compact single detached dwellings, duplexes, triplexes and patio homes present opportunities to create a range of housing opportunities in 'greenfield' sites and through the redevelopment of large centrally located sites. These developments should be compatible with surrounding areas that typically contain a predominance of single detached dwellings or form a transition between these areas and higher density apartment and mixed use development.

The proposed development meets the intent of this initiative, providing housing in the community that is compatible with the surrounding area and creating minimal impact on adjacent properties.

Post-development stormwater flows from the existing and proposed residence will be attenuated to reduce flow rates to less than pre-development flows, which will be a benefit to neighbours, particularly to the southeast. The proximity to amenities and public transit means that the additional density created by the project is well supported by neighbourhood amenities including schools, parks, childcare, and recreation. The siting of the building provides “hidden density” in the community, maintaining the character of the neighbourhood while providing new housing that is aesthetically complimentary to existing homes, tucked away behind the existing home on proposed Strata Lot A.

Sustainable Development Features

The proposed development will be constructed to meet Step 4 of BC Energy Step Code. This is above and beyond the standard requirement of Step 3 for standard buildings in the Town of Comox.

Nearby Comparable Developments

The proposed site design is consistent with other residential developments in the neighbourhood. 1590 Robb Ave, 405 Pritchard Road, 407 Pritchard Road, and 396 Pritchard Road are all R1.1 zoned properties within a 300m radius of the subject property and feature (approximately) 6m wide panhandle access-ways to a residential property “tucked behind” a single-family home. Additionally, the properties located at 325 and 333 Stewart Street, located less than 150m from the subject property feature two R1.1 zoned lots sharing a common access driveway approximately 6m wide.

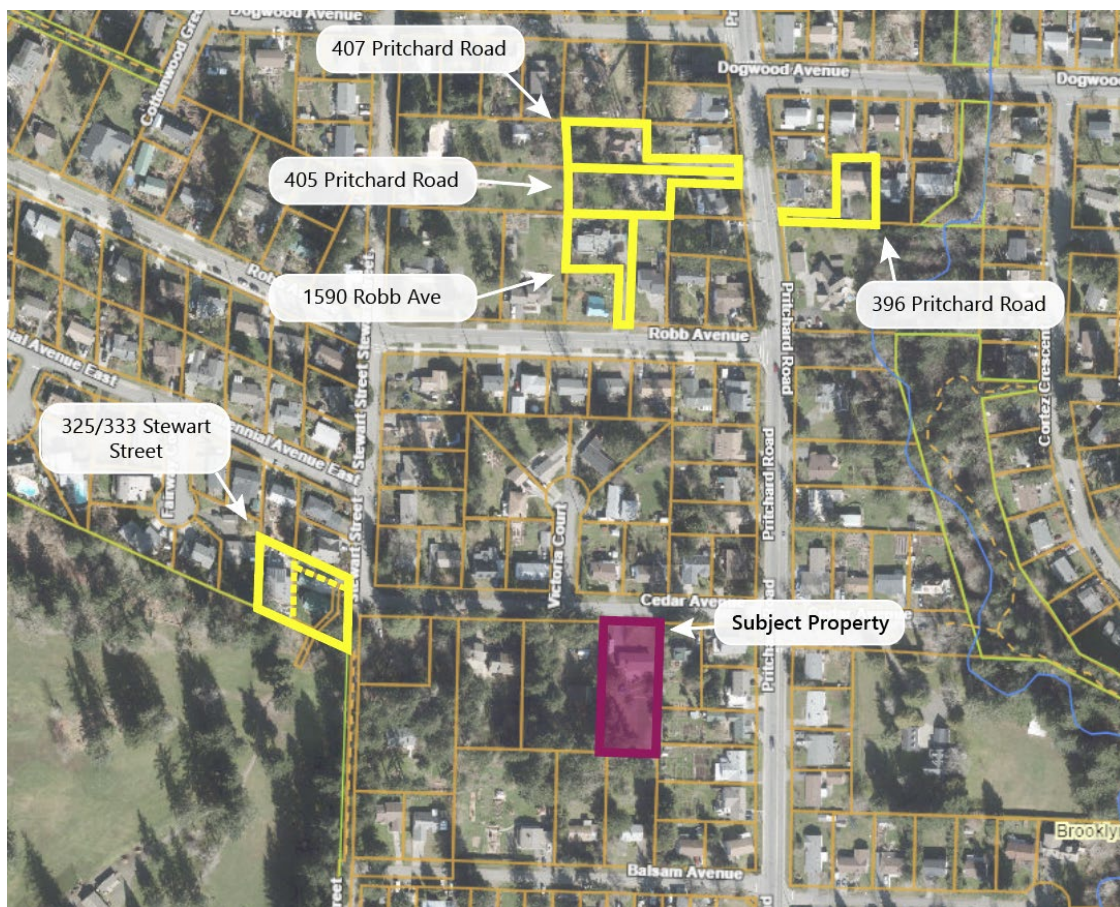


Figure 5: Nearby Comparable Developments

The proposed development uses nearly identical building plans to the home located at 1733 Robb Ave, with a slight variation to exterior colours and to landscaping. Photos of the existing development at 1733 Robb Ave are shown below.



Figure 6: Front view of 1733 Robb Ave



Figure 7: Rear view of 1733 Robb Ave

Development Permit Area Review

The subject property is located within the following Development Permit Areas:

- DPA #2 – Ground Oriented Infill
- DPA #17 – Coach Houses
- DPA #18 – Secondary Suites

DPA #2 – Ground Oriented Infill

The proposed project is subject to the guidelines laid out in section 3.2.5 of the Official Community Plan. The purpose of this DPA is to regulate the form and character of development within the permit area, promote energy and water conservation, and promote a reduction in greenhouse gas emissions. The proposed site and building plans are generally compliant with the provisions laid out for the Ground Oriented Infill Development Permit Area.

The proposed single-family dwelling design includes IKO Cambridge Aged Redwood roof shingles, blue grey stained cedar shingle siding and gables, with white window trim and belting. Onsite services will be provided underground, with stormwater being attenuated to reduce flow rates to less than pre-development flows.

The proposed building has been designed to complement the neighbourhood through both colours and materials, with massing and rooflines designed to reduce the appearance of height. Ample outdoor amenity space is provided for both the existing and proposed dwelling, with privacy between lots and from neighbours with the use of fencing and cedar hedges. The landscaping for the proposed new dwelling includes a variety of drought-resistant plants, minimum tree removal, and enhanced privacy.

A detailed explanation of the proposed development's adherence to the design guidelines for DPA #2 is shown in Appendix XI.

DPA #17 – Coach Houses

As per section 3.17.4 *Exemptions* of the *Town of Comox Official Community Plan* a development permit for properties located within DPA #17 is not required for:

B. Construction of, addition to or alteration of buildings and structures other than coach houses...

As such, the proposed site plan does not require a development permit under DPA #17.

DPA #18 – Secondary Suites

As per section 3.18.4 *Exemptions* of the *Town of Comox Official Community Plan* a development permit for properties located within DPA #18 is not required for:

A. Construction of, addition to, or alteration of buildings and structures other than a single detached dwelling with a secondary suite...

As such, the proposed site plan does not require a development permit under DPA #18.

Neighbourhood Impact

We do not foresee any negative impacts to the surrounding neighbourhood due to the relaxation of parcel frontage to allow common access to Proposed Strata Lot B. Additionally, the proposed reduction of the west side yard setback of Proposed Strata Lot A will not impact adjacent properties, as this setback is from the common access-way. No negative impacts are anticipated by reducing this setback to allow for the

existing dwelling to be retained. The vegetation along the western lot line provides screening from the proposed access-way which may work to reduce visual changes to the property from the west. Given the proposed site plan and siting of the current dwelling, there will be minimal changes to the view of the property from the street, as future development will be largely hidden by the existing dwelling, with the design of the building being aesthetically complimentary to neighbouring homes. Future development on Proposed Strata Lot B will be subject to the same side and rear yard setbacks as is currently allowed for the development of a coach house or accessory building, and as such it is our view that the impact of future development will not have a negative impact on adjacent properties.

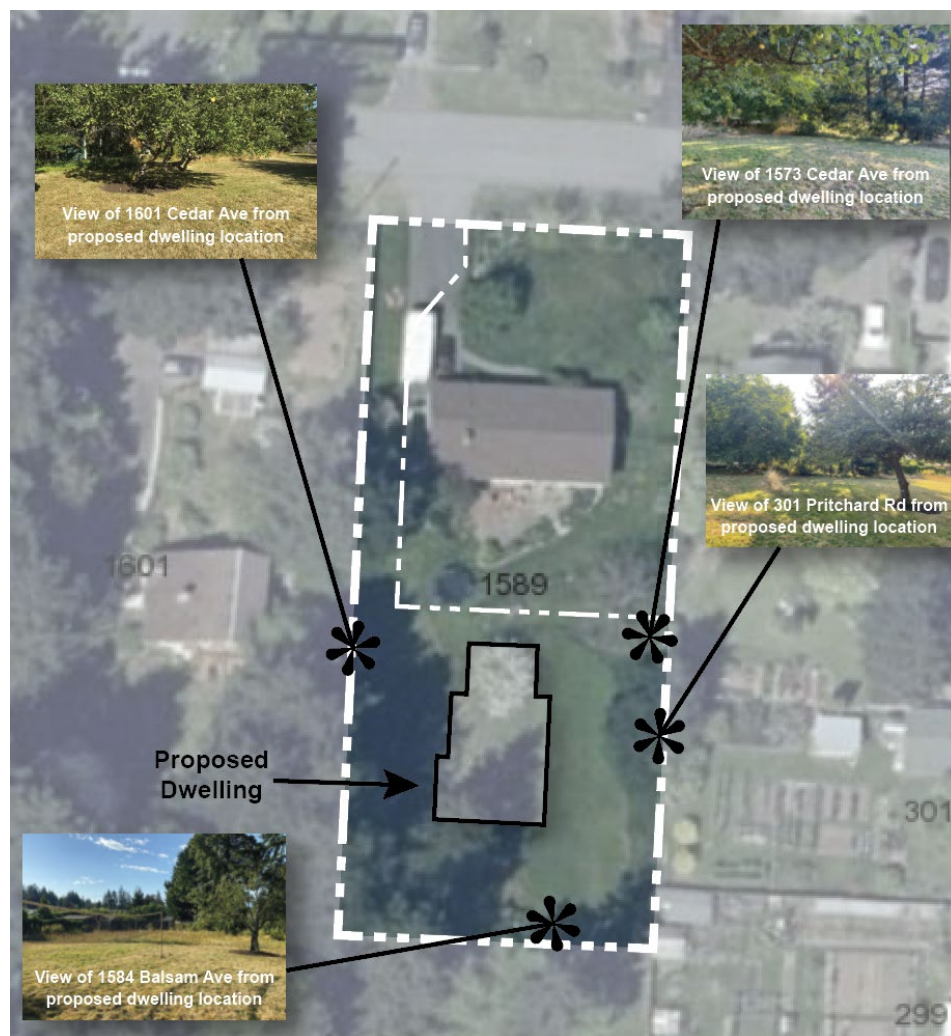


Figure 8: Development Views & Privacy

Consultation with Neighbours

As a long-time resident of the neighbourhood until recently, the property owner has worked to ensure that the neighbours have been informed of the proposed development plan, beginning early in the planning process and throughout. Recent discussions between the owner and the neighbours have included visual printouts of the house and site plans and landscaping plans. No specific concerns were raised about the development, though some were relieved at the low-density nature of the plan and the thoughtful, neighbourhood-appropriate design of the proposed home. One neighbour noted their preference to see no change in the neighbourhood but commented that if the Town was in support of the project that they would not object.

A letter outlining further details of the neighbourhood consultation has been included as Appendix V of this application.

Project Summary

The proposed development at 1589 Cedar Avenue is consistent with the current OCP policies, with the intent of contributing to the housing stock to provide more affordable housing opportunities located in close proximity to community amenities. The project maintains the ambience of the existing neighbourhood, and the proposed variances to the minimum lot frontage of Proposed Strata Lot B and the relaxation of the west side yard setback of the existing dwelling are not expected to have a negative impact on neighbouring properties.

Thank you in advance for considering our proposal.

Sincerely,

Prepared by:

Bailey Walsh, MCP



Bailey Walsh, Planner

bwalsh@mcelhanney.com

778-647-2430

Reviewed by:

Kevin Brooks, MPLAN, RPP



Kevin Brooks, Senior Planner

kbrooks@mcelhanney.com

778-560-2371



FRONT ELEV- A



LEFT ELEV- B



REAR ELEV- C



RIGHT ELEV- D

Thank You

For considering our proposal.



ATTACHMENT D

APPLICANT'S NOTIFICATION RESULTS

September 5, 2023

Attn: Town of Comox Planning Department

Regarding the development permit and subdivision of 1589 Cedar Ave, Comox

This is a summary of information and feedback from the immediate surrounding neighbours to the proposed new single-family dwelling. As the property owner and builder of the proposed new dwelling, I have been giving some of the surrounding neighbours updates on our plans for the past 1.5 years. Until recently, my family had been living in the existing home on the property for 13 years and already know most of the people contacted. My recent visits were to provide colour image handouts and descriptions of proposed house orientation and landscape details.

Feedback has been generally positive to neutral. Homeowners have commented that the house design is attractive and well thought out. There was some relief that the proposed building is not of higher density ie) duplex, triplex, etc. No specific concerns were brought up. There was an exception in that the homeowner at 299 Pritchard Road would prefer to not see any change to the neighbourhood but said that if the Town supported the project, they would not object. They have lived at their current address for over 50 years.

Below is a list of neighbours that I have contacted:

1601 Cedar Ave
1596 Cedar Ave
1573 Cedar Ave
301 Pritchard Road
299 Pritchard Road
1589 Balsam Ave
2 attempts to contact 1594 Balsam Ave have been made.

Regards,

Glen Cross
Heritage Revival Homes Ltd.
250-334-6646

ATTACHMENT E

DEVELOPMENT VARIANCE PERMIT 24-1

Permit Number: DVP 24-1

Resolution of Council dated:

Development Variance Permit issued to:

Name: _____ Bailey Walsh, McElhanney _____

Address: _____ 1211 Ryan Road, Courtenay, BC, V9N 3R6 _____

Property to which permit refers (PID): _____ 005-446-236 _____

(Legal and Civic): _____ LOT 3, SECTION 76, COMOX DISTRICT, PLAN 10056 _____

_____ 1589 Cedar Ave _____

Conditions of Permit:

1. This Development Variance Permit is to permit subdivision of the subject property into two lots with retention of an existing dwelling unit in general accordance with the drawings contained in Schedule 1, Sheet 1 of 1.
2. Comox Zoning Bylaw 1850, Schedule A is hereby varied as follows:
 - a. For proposed Strata Lot B, Section 100.5 Parcel Frontage from 20 metres to 6.0 metres; and,
 - b. For proposed Strata Lot A, Section 100.8(3) Interior Side Setback from 1.5 metres to 0.6 metres.
3. The Town of Comox Subdivision and Development Servicing Bylaw, 1261 is hereby varied as follows:
 - a. Schedule C.1, Appendix "C"
Specifications for Highways, Table C-1 Minimum Requirements, Roadway Widths, Curbs and Sidewalks:
 - Local Urban Road
Road Dedication width
From: 20 metres, to: 17 metres.

Road pavement width

From: 9.0 metres, to: 6.5 metres; and,

Sidewalks:

From: minimum 1.5 metres wide concrete sidewalk, to: no sidewalk

- b. Schedule C.1, Appendix "G", Section 3.1:

From: The level of street illumination shall be determined by the Consultant so as to ensure the night time safety of motorists and pedestrians and to facilitate an orderly and safe flow of traffic but, in no case, shall the illumination be less than 0.6 foot candles. The ratio between the average lighting level and the minimum level shall not exceed 6 times.

To: no assessment of street illumination and no upgrades to street lighting.

Time Schedule of Development: n/a

Security Required: n/a

Lapse of Permit: Subject to the conditions as stated under conditions of permit, if the permit has not substantially commenced any construction with respect to which the permit was issued within 24 months after the date it was issued, the permit lapses.

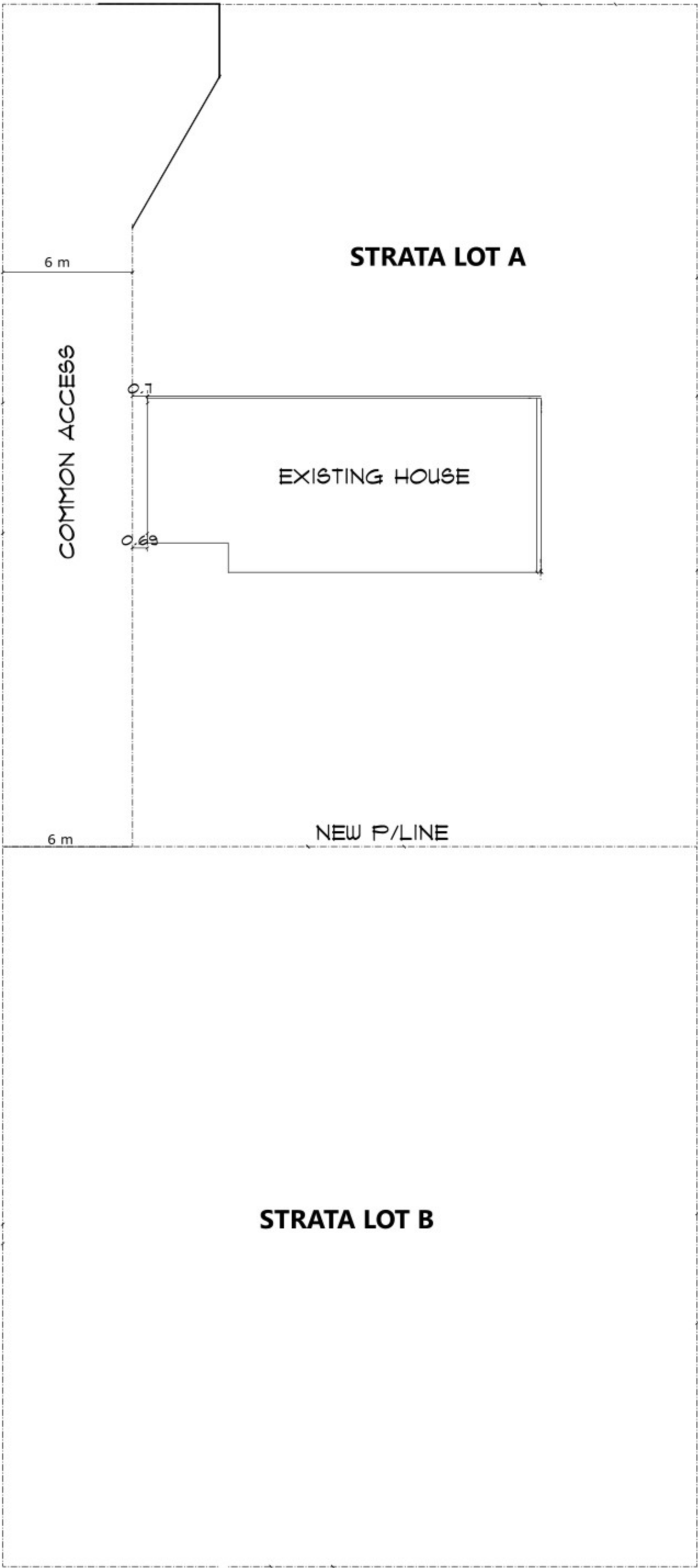
Permit Issuance Date

Signature of Director of
Development Services

THIS IS NOT A BUILDING PERMIT



CEDAR AVE



REGULAR COUNCIL MEETING

TO:	Mayor and Council	FILE:	0630-01
FROM:	Shelly Russwurm, Director of Corporate Services	DATE:	October 22, 2024
SUBJECT:	Flag Protocol and Community Events Recognition Policies		

Prepared by:  S. Russwurm, Director of Corp. Services	Report Approved:  Jordan Wall, CAO
--	---

RECOMMENDATION(S) FROM THE CHIEF ADMINISTRATIVE OFFICER:

1. THAT the discontinuation of the Community Events Recognition Policy CCL-059.03 as attached to the October 22, 2024, report from the Director of Corporate Services, titled "Flag Protocol and Community Events Recognition Policies" be Approved.
2. THAT the draft Flag Raisings and Flag Protocol Policy CCL-058.03 as detailed in the October 22, 2024, report from the Director of Corporate Services, titled "Flag Protocol and Community Events Recognition Policies" be Approved.

PURPOSE

To recommend the amendment of the Flag Raisings and Flag Protocol Policy No. CCL-058 to incorporate community flag raisings language, and to discontinue the Community Event Recognition Policy No. CCL-059.

STRATEGIC PLAN LINKAGE

Regular updates and revisions to the Council Policy Manual supports the following Strategic Priority and Area of Focus:

Strategic Priority	Area of Focus
Organizational Excellence: We will modernize and create stability to ensure high quality service delivery over time.	Internal process: Streamline and develop new processes that are efficient, cost effective and support our overall objectives.

BACKGROUND

At the June 5, 2024, Regular Council meeting, Council amended the Community Event Recognition Policy CCL-059 to remove Item 7.05, "Issuance of Proclamations," and Item 7.07, "Light up of Town Hall."

Subsequently, at the August 7, 2024, Regular Council meeting, staff provided a report recommending the integration of the community flag-raising procedures (from the Community Event Recognition Policy) into the Flag Protocol Policy for improved alignment and efficiency, thereby eliminating the need for the Community Event Recognition Policy. Council decided to revisit this item at a future Regular Council meeting, with the following motion:

THAT the Community Events Recognition Policy CCL-059 be referred to a Regular Council Meeting in September or October 2024.

DISCUSSION

Currently, all community flag-raising requests are reviewed by staff and Council under the Community Event Recognition Policy, with decisions to approve or deny them made by Council individually. In the recommended Flag Raisings and Protocol Policy (attached), community flag raising requests from a specific group of local organizations are automatically approved by Council, similar to the updated procedure for grant-id-aid requests. Other applications in addition to group automatically approved will be circulated to Mayor and Council, and will not be placed on an agenda unless Administration is requested to do so by a member of Council.

Since proclamations and building light-up requests were discontinued and removed from the Community Event Recognition Policy by Council at its June 5, 2024 Regular Meeting, the transfer of community flag raising requests to the Flag Raising and Protocol Policy leaves the former policy now empty. It is therefore recommended that Council discontinue the Community Event Recognition Policy.

GOVERNANCE CONSIDERATIONS

Q: How will the proposed amendments affect the process for flag raising requests?

A: Requests for Flag Raisings that meet the updated policy will no longer be forwarded to a Council agenda for approval. Incorporating community flag-raising requests into our current flag protocol policy ensures consistency and efficiency. This streamlines approval processes, saving time and resources, and promotes transparency and accountability in decision-making, aiming to harmonize operations and maintain standardized practices.

*ATTACHED: DRAFT Flag Raising and Protocol Policy CCL-058.03
Community Event Recognition Policy CCL-059.03*

**FLAG RAISINGS AND FLAG PROTOCOL POLICY****Section:**
COUNCIL**Number:**
CCL-058.03**Office of Primary Responsibility:**
CORPORATE SERVICES**Type:**

- ☒ Policy
☒ Procedure

Authority:

- ☒ Council
☐ Administrative

Approved By:

- ☒ Council
☐ Chief Administrative Officer
☐ Department Head

Date Adopted:
Dec 16, 2020**Date Last Amended:**
August 7, 2024**Date to be Reviewed:**
December, 2026**Manner Issued:** Website, Internal Memo, Upon request**1 PURPOSE**

- 1.01 To establish a consistent protocol for the flying of flags at all Town Facilities and to provide guidance for flying flags on the Town Hall Community Flagpole for Community Events.

2 SCOPE

- 2.01 This policy applies to the flying of flags at any Town Facility, including flags flown on the Town Hall Community Flagpole.

3 POLICY PRINCIPLES

- 3.01 Half-Masting is an expression of collective mourning of the Town.
- 3.02 Flag Raising Events celebrate diversity, civic pride and initiatives, and Town recognition of these events are important to local residents and community organizations.

4 DEFINITIONS

- 4.01 Community Events include local recreational events, cultural celebrations and/or special occasions.
- 4.02 Community Flagpole: the single flagpole beside the Town Hall building provided for the purpose of highlighting community events and non-profit initiatives.
- 4.03 Community Flag Raising: the raising of a flag on the Community Flagpole, provided for the purpose of highlighting community events and non-profit initiatives.
- 4.04 Half-mast and Half-masting: Flags that are lowered to a position that is an equal distance from the top and the bottom of a flagpole, as a sign of respect, mourning and condolence.

- 4.05 National Flag: the flag approved by Parliament of Canada as a national symbol of

Canada.

- 4.06 Order of Precedence: the positioning of the flags in priority of importance, order or rank.
- 4.07 Non-Profit: Any organization that is registered under the British Columbia Societies Act.
- 4.08 Provincial Flag: the flag approved by the Legislative Assembly of British Columbia as a provincial symbol of British Columbia.
- 4.09 Town: The Town of Comox.
- 4.10 Town Facility includes any facility owned, leased or operated by the Town.
- 4.11 Town Flag: the flag that represents the Town of Comox.

5 POLICY

5.01 Community Flag Raisings

- (a) The following flags will be raised on the Community Flagpole annually:
 - i. April 28: National Day of Mourning for Persons Killed or Injured in the Workplace
 - ii. September 30: National Day for Truth and Reconciliation
- (b) Council will accept applications for a Community Flag Raising from the following organizations annually:
 - i. Pride Society of the Comox Valley
 - ii. MIKI'SIW Metis Association
 - iii. The Royal Canadian Legion, Comox Branch
 - iv. Canadian Union of Public Employees, Local 556
- (c) All other requests for Community Flag Raisings will be circulated to Mayor and Council and will not be placed on an agenda unless Administration is requested to do so by a member of Council. This section supersedes any direction for correspondence included in Council Correspondence Policy No. CCL-006.

5.02 Flag Protocol

- (a) Flags at Half-Mast
 - i. Flags will be flown at Half-Mast to mark periods of official mourning upon the death of:
 - (A) The Sovereign or an immediate member of the Canadian Royal Family;
 - (B) The current or former Governor General of Canada or Lieutenant Governor of British Columbia;
 - (C) The current or former Prime Minister of Canada;
 - (D) The Leader of Her Majesty's Loyal Opposition, Parliament of

Canada;

- (E) The current or former Premier of British Columbia;
 - (F) The current or former member of the Town Council
 - (G) A current employee of the Town;
 - (H) A Comox Valley police officer, paramedic, firefighter or other person who dies in the line of duty; and
 - (I) Any other person at the discretion of the Mayor as a symbolic gesture of collective community mourning.
- ii. Flags at Town Hall will be flown at Half-Mast from sunrise to sunset on the following days each year:
 - (A) April 28: National Day of Mourning for Persons Killed or Injured in the Workplace
 - (B) June 6: D Day
 - (C) September 30: National Day for Truth and Reconciliation
 - (D) November 11: Remembrance Day
 - iii. Flags flown at Half-Mast may occur at all Town Facilities or specific locations.
 - iv. All Half-Masting requests shall be approved by the Chief Administrative Officer in consultation with the Mayor.
- (b) Dignitary Visits
- i. In the event of a visit of a dignitary to a Town of Comox facility, the Town may fly a courtesy flag on the Community Flagpole representing that dignitary.
 - ii. The flying of a courtesy flag to mark the visit of a dignitary will be made only after consulting the appropriate protocol officer responsible for coordinating the visit.
- (c) Flag Protocols and Configuration
- i. The following outlines the Order of Precedence to be usually flown at Town Facilities.
 - (A) Flags Flown Permanently at Town Hall:
From left to right: Provincial Flag; National Flag; Town Flag
 - (B) Flags Appearing Permanently in Council Chambers, Town Hall:
From left to right: Provincial Flag, Town Flag, National Flag
 - ii. Only one flag shall be flown per pole.
 - iii. Where there are only two flagpoles the Provincial Flag and the Town Flag shall be flown.
 - iv. Where there is only one flagpole, the Town Flag shall be flown.

6 PROCEDURES

6.01 Flying of Flags on the Community Flagpole:

- (a) The Community Flagpole at the Town Hall shall be used for Community Flag Raisings.
- (b) The Town will endeavour to fly Community Flags as scheduled; however, civic uses and emergencies take precedence.
- (c) Community Flags shall be hung for a maximum of seven (7) days.
- (d) Application for Flag Raising shall be made in writing to the Corporate Services Department using the prescribed form of application and shall be submitted at least four (4) weeks prior to the date of recognition.
- (e) The Corporate Services Department shall review all applications to determine consistency with this Policy, and requests consistent with this policy, shall be provided to Council for consideration.
- (f) Notices of Council's decision shall be communicated to all applicants, posted on the Town Website and shared to the Town's social media channels.
- (g) A record shall be maintained of all Flag Raising requests received that shall include when the request was received, whether the request was granted or denied, and the dates the Community Flag was flown.


6.02 Half-mast Procedures

- (a) All flags flown together at Town Facilities shall be flown at Half-mast together.
- (b) In the case of a national or provincial official, flags flown at Half-mast shall be for the duration established by the appropriate federal or provincial protocol offices.
- (c) In the case of other persons, flags will be flown at Half-mast from the date the notice of death is received until sunset of the date of the funeral for that individual.
- (d) A flag is brought to the Half-mast position by first raising the flag to the top of the mast, and then immediately lowering it, slowly to the Half-mast position.

7 REFERENCES AND RELATED STATEMENTS OF POLICY AND PROCEDURE

Government of Canada – [Position of honour of the National Flag of Canada - Canada.ca](https://www.canada.ca/en/government/department/position-of-honour-of-the-national-flag-of-canada.html)

Amendment Date	Section Amended or Description of Amendment	Resolution Number
Dec 16, 2020	CCL 058.00 - Policy established as Flag Raisings and Flag Protocol Policy.	2020.426
May 18, 2022	CCL 058.01 - Policy renamed to Flag Protocol Policy and community flag raising policy and procedures moved to Community Event Recognition Policy CCL-059.	2022.194
August 7, 2024	CCL 058.02 - Community flag raising requests moved back to Flag Protocol Policy as proclamation and building light-up requests deleted from Community Event Recognition Policy CCL-059. September 30 added to half-masting policy in s. 5.02(a)(ii). CCL-059 recommended for discontinuance.	2024.297
	CCL 058.03 – policy for community flag raising requests updated to include an automatically approved list, and process established for all other requests – s. 5.01(a) & (b).	

 TOWN OF COMOX		POLICY AND PROCEDURE MANUAL	
COMMUNITY EVENT RECOGNITION POLICY			
Section: COUNCIL	Number: CCL-059.03	Office of Primary Responsibility: CORPORATE SERVICES	
Type: <input checked="" type="checkbox"/> Policy <input checked="" type="checkbox"/> Procedure	Authority: <input checked="" type="checkbox"/> Council <input type="checkbox"/> Administrative	Approved By: <input checked="" type="checkbox"/> Council <input type="checkbox"/> Chief Administrative Officer <input type="checkbox"/> Department Head	
Date Adopted: Dec 16, 2020	Date Last Amended: Aug 7, 2024	Date to be Reviewed: August 2025	
Manner Issued: Website, Internal Memo, Upon request			

1 PURPOSE

1.01 To provide guidance on the Town's recognition of Community Events.

2 POLICY STATEMENT

2.01 The Town of Comox helps to recognize important Community Events through the following:

- (a) issuance of proclamations,
- (b) flying of flags on the Community Flagpole,
- (c) light up of Town Hall, and

3 DEFINITIONS

- 3.01 Council: The Council of the Town of Comox.
- 3.02 Community Events include local recreational events, cultural celebrations and/or special occasions.
- 3.03 Community Flagpole: the single flagpole beside the Town Hall building provided for the purpose of highlighting community events and non-profit initiatives.
- 3.04 Town: The Town of Comox.
- 3.05 Proclamation: A proclamation is an official public announcement or declaration given by the Council to formally recognize Community Events that are deemed to be of interest and/or benefit to a significant number of citizens in the Town of Comox.
- 3.06 Non-Profit: Any organization that is registered under the British Columbia Societies Act.
- 3.07 Town Website is the official website for the Town of Comox, located at <http://comox.ca>.

4 POLICY PRINCIPLES

- 4.01 Local Community Events celebrate diversity, civic pride and initiatives, and Town recognition of these events are important to local residents and community organizations.
- 4.02 The Town's consideration of a request for Community Event recognition is to fulfill a request rather than endorse the content of the recognition.

5 SCOPE

- 5.01 This policy applies to all requests for Community Event recognition and the use of Town infrastructure necessary to fulfill requests outlined in subsections (a) to (c) of section 2.01.

	COMMUNITY EVENT RECOGNITION POLICY	POLICY AND PROCEDURES MANUAL	
	CORPORATE SERVICES	CCL-059.03	Page 2

6 POLICY

- 6.01 Community Event recognition requests shall be approved by Council.
- 6.02 Requests shall be considered on a first-come, first-served basis.
- 6.03 Requests shall meet the following criteria:
- (a) Be submitted by a representative of a community or Non-Profit group based in the Comox Valley.
 - (b) Be requested only in respect of activities that support a significant number of residents of the Comox Valley or related events taking place in the Town. This includes:
 - i. Civic promotions,
 - ii. Public awareness campaigns,
 - iii. Charitable fundraising campaigns,
 - iv. Arts and culture celebrations, and
 - v. Special honours for individuals or organizations for special achievement.
 - (c) Must demonstrate respect and tolerance for all Town residents and should foster a sense of community.
- 6.04 Requests will not be approved for:
- (a) Matters of ideological or religious beliefs that may be subject to opposing points of view, or individual conviction;
 - (b) Events or organizations with no direct relationship to the Comox Valley;
 - (c) Campaigns or events contrary to Town policies or bylaws; or
 - (d) Campaigns intended for profit-making purposes;
- 6.05 Items such as decals, signs, banners, brochures, or similar items that accompany a request will not be displayed at Town facilities unless, at the sole discretion of the Chief Administrative Officer, it is determined that they provide information of significant value to residents of the Town.
- 6.06 An organization does not have exclusive rights to any day, week or month related to their Community Event.

7 PROCEDURES

- 7.01 Application for recognition of a Community Event shall be made in writing to the Corporate Services Department using the prescribed form of application and shall be submitted at least four (4) weeks prior to the date of recognition.
- 7.02 The Corporate Services Department shall review all applications to determine consistency with this Policy, and requests consistent with this policy, shall be provided to Council for consideration.
- 7.03 Notices of Council's decision, including Certificates of Proclamation (if applicable) shall be communicated to all applicants, posted on the Town Website and shared to the Town's social media channels.
- 7.04 A record shall be maintained of all Community Event requests received that shall include when the request was received, whether the request was granted or denied, and the proclamation period (day, week, month), dates the Community Flag was flown or date that Town Hall was lit up.

	COMMUNITY EVENT RECOGNITION POLICY	POLICY AND PROCEDURES MANUAL	
	CORPORATE SERVICES	CCL-059.03	Page 3

7.05 Flying of Flags on the Community Flagpole:

- (a) The Community Flagpole at the Town Hall shall be used for Courtesy Flag Raisings.
- (b) The Town will endeavour to fly Community Flags as scheduled; however, civic uses and emergencies take precedence.
- (c) Community Flags shall be hung for a maximum of seven (7) days.

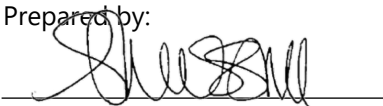

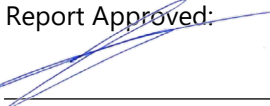
8 REFERENCES AND RELATED STATEMENTS OF POLICY AND PROCEDURE

Community Event Recognition Request Form

Amendment Date	Section Amended or Description of Amendment	Resolution Number
Dec 16, 2020	CCL-059.00. Policy adopted (Proclamation Policy)	2020.427
May 18, 2022	CCL-059.01. Policy renamed and broadened to include additional types of requests for community event recognition (flag-raisings and building light-ups)	2022.195
Jun 5, 2024	CCL-059.02. Policy amended to remove Item 7.05 "Issuance of Proclamations" and Item 7.07 "Light up of Town Hall".	2024.223 – 2024.224
Aug 7, 2024	CCL-059.03. Policy amended to move flag raising procedures to Flag Protocol Policy CCL - 058.	2024.297

IN-CAMERA COUNCIL MEETING

TO:	Mayor and Council	FILE:	2240-52 / 0810-20
FROM:	Shelly Russwurm, Director of Corporate Services	DATE:	Nov 1, 2024
SUBJECT:	Lease Renewal - Vancouver Island Regional Library		

Prepared by:  S. Russwurm, Dir. Corporate Svcs.	Financial Approved:  E. Henley, Fin. Director	Report Approved:  Jordan Wall, CAO
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RECOMMENDATION(S) FROM THE CHIEF ADMINISTRATIVE OFFICER:

THAT the proposed lease agreement with the Vancouver Island Regional Library for the facility located at 101 – 1720 Beaufort Avenue, during the term January 1, 2025 to December 31, 2029, as attached to the November 6, 2024 report from the Director of Corporate Service titled “Lease Renewal – Vancouver Island Regional Library”, be approved; and

THAT the Mayor and the Corporate Officer be authorized to execute the agreement.

PURPOSE

To recommend that Council renew the lease agreement for library services between the Town of Comox and the Vancouver Island Regional Library (the VIRL) for a further five years from January 1, 2025 to December 31, 2029.

STRATEGIC PLAN LINKAGE

Supporting the ongoing operation of a public library in Comox helps to contribute towards Council’s focus on supporting the arts and culture community, as included under its strategic priority of Community Connection and Wellness.

STRATEGIC PRIORITY	AREA OF FOCUS
Community Connection and Wellness	Arts and Culture - Support the work of local non-profits and festivals to deepen the sense of community and belonging

BACKGROUND

In October of 2006, the Town purchased the three ground floor strata units in the newly constructed Portside Building at 1720 Beaufort Avenue for the purpose of a relocating the

Comox public library from 1729 Comox Avenue. During 2007, the Town commissioned the services of an architectural and construction firms to complete the interior construction and finishing of the library facility. Since July of 2008, the Town has leased the facility to the VIRL under essentially the same agreement.

ANALYSIS/ISSUES/IMPLICATIONS

In 2024, the Town, in consultation with our legal advisor, developed a standard set of template agreements to be used for commercial lease holders and non-profits/community organizations. Three common advantages of following standard agreements include:

1. **Consistency and Efficiency:** Standardized leases provide the Town with a consistent framework, ensuring that all essential terms and conditions are included in a clear and organized manner. This helps to reduce ambiguity and potential disputes, and makes the leasing process more efficient to administer and manage.
2. **Legal Compliance:** A standard lease is typically designed to comply with relevant local laws, regulations, and industry standards. By utilizing a standardized lease agreement, the Town can ensure that we are meeting legal requirements and adhering to specific leasing regulations specific to BC. This helps to protect our interests and minimize legal risks associated with non-compliance.
3. **Protection of the Town's Rights and Interests:** Standard leases often include clauses that protect a landlord's rights and interests. These may cover aspects such as rent payment terms, maintenance responsibilities, property use restrictions, tenant obligations, and dispute resolution procedures. Having a standard lease in place allows the Town to establish clear guidelines and expectations, reducing the potential for misunderstandings or breaches of contract by tenants. It also provides a legal basis for taking action in case of non-compliance or disputes.

The VIRL has been an excellent tenant since the Town began entering into leases with them in 1978 for the old facility at 1729 Comox Avenue. Therefore, the Town has had no issues with the previous agreement even though it did not meet current standards. The attached proposed lease with the VIRL follows the new standard commercial lease agreement template. Compared to the previous agreement, clauses have been added such as: definitions, renewal provisions, tenant covenants, Town covenants, utilities and services, tenant's obligations at the end of the term, termination notice, waiver and indemnity and relet of premises. Further, clarity has been added regarding description of the lease area, responsibilities for costs and payment expectations and insurance requirements.

a. Legislative Requirements

Section 26 of the *Community Charter* establishes requirements for the disposition of municipal land or improvements. Because leases confer exclusive use to a tenant, they are considered to be dispositions, and the Town must follow the legislative requirements of section 26. The Town must publish notice of the proposed disposition in a local newspaper, and the notice must

include: a description of the land or improvements, the intended tenant, the nature and term of the proposed lease and the consideration to be received.

b. Risk Management

As mentioned above, the VIRL has been an excellent tenant over the years with no issues with regard to facility upkeep and maintenance. There is little to no risk in continuing the lease for the facility.

c. Financial

Currently, the Town receives \$17.25 per square foot for the 5,350 square foot facility (\$185.67 per square meter for the 497 square metre facility), resulting in a total annual fee of approximately \$92,300. Under the proposed lease renewal, it is recommended that the lease rates increase 3% per year over the next five years, starting with an initial rate of \$17.00 (the rate established in 2023, which was the last year of the previous agreement). This will result in an annual fee of \$105,449 at the end of the term. While this rate is considerably lower than the market commercial lease rates in Comox, the intent is to support the reading community as per Council's strategic priority.

d. Intergovernmental

Not applicable.

e. Public Relations

The required public notice will advise of the intent to renew the lease agreement with the VIRL. Once a renewed lease is executed, the Town will post additional notices on the Website and social media channels.

GOVERNANCE CONSIDERATIONS

Q: What is the market rate for commercial leases in Comox?

A: At the time of writing this report, there was one commercial location on Comox Avenue listing for \$23 per square foot.

Q: What are the next steps in the process?

A: Currently, the VIRL is reviewing the proposed lease agreement. If both Council and the VIRL approve of the proposed agreement, the required notice of disposition will be submitted to the Comox Valley Record. This must be published in two consecutive editions of the paper. Following this publication, the Mayor and Corporate Officer may sign the agreement.

THIS LEASE AGREEMENT dated for reference the **1st day of January, 2025.**

BETWEEN: **TOWN OF COMOX**, having an office at:

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

(the "Landlord")

OF THE FIRST PART

AND: **VANCOUVER ISLAND REGIONAL LIBRARY**

having an office at:

6250 Hammond Bay Road
PO Box 3333
Nanaimo, BC V9N 8S7

(the "Tenant")

OF THE SECOND PART

WHEREAS:

- A. The Landlord is the owner of those lands and premises situated in Comox, in the Province of British Columbia, more particularly described as:

Strata Lots 1, 2 & 3, Plan VIS6360, Section 56 Comox Land District
101 – 1720 Beaufort Avenue
P.I.D.s 027-167-658, 027-167-666, and 027-167-674

together with an interest in the common property in proportion to the unit entitlement of the strata lot (the "**Lands**"); and

- B. The Tenant wishes to lease from the Landlord that portion of the Lands and Buildings and Improvements shown in bold red outline on the attached [SCHEDULE A](#) (the "**Premises**") for the Permitted Use and the Landlord has agreed, subject to the terms and conditions set out in this Lease.

In consideration of the terms and covenants herein contained and for good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the Landlord and the Tenant agree as follows:

1.0 TERMS, SCHEDULES AND DEFINITIONS

1.1 Basic Terms

- (a) Commencement Date: January 1, 2025
- (b) Premises: 101 – 1720 Beaufort Avenue, together with an interest in the common property in proportion to the unit entitlement of the strata lot
- (c) Approximate Size of Premises: 5,350 square feet
- (d) Term: five years, from January 1, 2025 to December 31, 2029
- (e) Options to Extend: two, five year periods (each an “Option To Extend Lease”) subject to the terms and conditions as set forth in clause [2.4](#)
- (f) Annual Base Rent:

Lease Year	\$ per square foot of Leased Area per year	Total Annual Base Rent
Year 1: Jan 1, 2025 to Dec 31, 2025	\$17.51	\$93,679 + GST
Year 2: Jan 1, 2026 to Dec 31, 2026	\$18.04	\$96,514 + GST
Year 3: Jan 1, 2027 to Dec 31, 2027	\$18.58	\$99,403 + GST
Year 4: Jan 1, 2028 to Dec 31, 2028	\$19.14	\$102,399 + GST
Year 5: Jan 1, 2029 to Dec 31, 2029	\$19.71	\$105,449 + GST

- (g) Parking Entitlement: 13 unreserved stalls
- (h) Permitted Uses: Library and Library Parking
- (i) Operating Name of Tenant: Vancouver Island Regional Library
- (j) Security Deposit: \$0.00

The Basic Terms are approved by the parties. Each reference in this Lease to any of the Basic Terms includes the above provisions as well as all of the additional terms and conditions of the applicable sections of this Lease, where such Basic Terms are more fully set forth.

1.2 Definitions

In this Lease, words and phrases are defined as follows:

- (a) **“Additional Rent”** means all sums of money to be paid by the Tenant under this Lease, whether to the Landlord or otherwise, except Basic Rent and Goods and Services Tax;
- (b) **“Annual Base Rent”** means the amount detailed in subclause [1.1\(f\)](#).
- (c) **“Basic Terms”** means those terms set out in clause [1.1](#), some of which are more particularly defined in this clause [1.2](#);
- (d) **“Buildings or Improvements”** means all structures and buildings from time to time

constructed, made, erected, built, altered or added to, in, on, under or within the Lands and attached to it or intended to become a part of the Premises including, without limitation, hard landscaping and all necessary services and ancillary facilities, together with all replacements, alterations, additions, changes, substitutions, improvements, or repairs to them and all other fixtures, improvements, installations, alterations, and additions from time to time constructed upon or affixed or appurtenant to the Premises.

- (e) **"Commencement Date"** means the date set out in subclause [1.1\(a\)](#);
- (f) **"Environmental Contaminants"** means any contaminants, pollutants, hazardous, corrosive or toxic substances, flammable materials, explosive materials, radioactive materials, dangerous goods, microwaves, hazardous waste, urea formaldehyde, asbestos, noxious substances, compounds known as chlorobiphenyls, mould, and any other substance or material the storage, manufacture, disposal, treatment, generation, use, transport, remediation, or release of which into the environment is prohibited, regulated, controlled, or licensed under Environmental Laws;
- (g) **"Environmental Laws"** means any laws, statutes, regulations, orders, bylaws, permits or lawful requirements of any government authority with respect to environmental protection, or regulating, controlling, licensing, or prohibiting Environmental Contaminants;
- (h) **"Event of Default"** means any circumstance described in clause [19.1](#);
- (i) **"Goods and Services Tax"** means and includes any and all goods and services taxes, sales taxes, value added taxes, business transfer taxes, or any other taxes imposed on the Landlord or the Tenant from time to time in respect of the Rent payable by the Tenant to the Landlord under this Lease or the rental of the Premises or the provision of any goods, services, or utilities whatsoever by the Landlord to the Tenant under this Lease, whether characterized as a goods and services tax, sales tax, value added tax, business transfer tax, or otherwise;
- (j) **"Insured Damage"** means that part of any damage occurring to any portion of the Building for which the Landlord is responsible, of which the entire cost of repair is actually recoverable by the Landlord under a policy of insurance effected by the Landlord;
- (k) **"Land"** has the meaning set out in Recital A;
- (l) **"Landlord"** means the Town of Comox and its successors and assigns;
- (m) **"Leasehold Improvements"** means all fixtures, improvements, installations, alterations, and additions made, erected, or installed after the Commencement Date, whether by the Tenant, the Landlord or anyone else, in the Premises as more particularly set out in [SCHEDULE C](#); with the exception of trade fixtures and furniture and equipment not of the nature of fixtures;
- (n) **"Operating Name"** means the name set out in subclause [1.1\(i\)](#) under which the Permitted Use may be carried on at the Premises;

- (o) **"Person"** or any word or expression descriptive of a person, includes any body corporate and politic, the heirs, executors, administrators, or other legal representatives of such person;
- (p) **"Permitted Use"** means the uses permitted by subclause [1.1\(h\)](#);
- (q) **"Premises"** means the Premises described in subclause [1.1\(b\)](#);
- (r) **"Rent"** means Annual Base Rent and Additional Rent, but does not include any Goods and Services Tax;
- (s) **"Security Deposit"** means the amount detailed in subclause [1.1\(j\)](#), which is to be provided by the Tenant to the Landlord by cash, certified cheque or a safekeeping agreement;
- (t) **"Taxes"** means all taxes, rates, duties, levies, and assessments whatsoever, whether local government or otherwise, which are levied, imposed or assessed against or in respect of the Premises, or which are from time to time levied, imposed, or assessed in the future in addition or in lieu thereof, including those levied, imposed, or assessed for education, schools, specified areas and local improvements;
- (u) **"Tenant"** means the Vancouver Island Regional Library;
- (v) **"Tenant's Responsible Others"** means the Tenant's directors, members, officers, employees, agents, contractors, subcontractors, customers, invitees and others for whom it is responsible; and
- (w) **"Term"** means the period of detailed in subclause [1.1\(d\)](#), beginning effective on the Commencement Date, or such shorter or longer period if the Lease is earlier terminated, extended or renewed.

1.3 Schedules

The following Schedules form part of this Lease:

Schedule	Subject
A	Plan of Premises
B	Special Terms and Conditions
C	Leasehold Improvements

2.0 LEASE OF PREMISES, TERM AND EXTENSION

2.1 Lease of Premises

Subject to the covenants and agreements contained in this Lease, including the Special Terms and Conditions set out in the attached [SCHEDULE B](#), the Landlord hereby leases the Premises to the Tenant for the Term, and the Tenant hereby leases the Premises from the Landlord for the purpose of the Permitted Use under the Operating Name.

2.2 Term

- (a) The Term of this Lease is for a period set out in subclause [1.1\(d\)](#), beginning on the Commencement Date.

- (b) If the Term commences on a day other than the first day of a month, the Term will be extended by the period from the Commencement Date of this Lease to and including the last day of the month in which the Commencement Date occurs.

2.3 Extension of Commencement Date

- (a) If the Leased Premises is not available for occupancy by the Tenant on the Commencement Date, then the Tenant may take possession of the Leased Premises once the Landlord notifies the Tenant that the Leased Premises is available for occupancy, and if the delay in availability of the Leased Premises was caused by the Landlord's negligence or default, the Commencement Date will be extended accordingly.
- (b) If the availability of the Leased Premises has not occurred on or before 15 days past the Commencement Date, then either party may terminate this Lease (and any agreement to lease between the Parties) by written notice to the other whereupon the Landlord will return the Deposit, if any, to the Tenant and the Parties will have no further obligations or liabilities to each other. In no event will the Landlord be liable to the Tenant for any loss or damage resulting from any delay in the Tenant obtaining possession of the Leased Premises.

2.4 Lease Extension

If the Tenant is not in breach of any part of this Lease, the Tenant may exercise any of the Option(s) to Extend set out in subclause [1.1\(e\)](#) by giving notice to the Landlord at least 30 days prior to the expiry of the Term, and upon acceptance of the Landlord. The Rent due during the any of the Option(s) to Extend, will be at the prevailing market rate for property similar to the Premises.

2.5 Month to Month Tenancy

Should the Tenant remain in possession of the Leased Premises with the consent of the Landlord after the end of this Lease, a new tenancy between the Landlord and the Tenant will be created, that will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's written notice to the other party,

3.0 USE OF PREMISES

3.1 Permitted Use

The Tenant covenants and agrees with the Landlord:

- (a) not to use, or permit the use of, the Premises, any Buildings or Improvements or any part of them for any purpose other than the Permitted Use without the Landlord's prior written consent;
- (b) not to dig, clear, excavate, drill, tunnel, fill or grade on the Lands without first obtaining the Landlord's prior written approval; and
- (c) not to construct or permit the construction of any Buildings or Improvements, or commence any repairs, replacements or alterations within the Premises, other than Leasehold Improvements, without first:

- (i) submitting plans and specifications for the Landlord's review, if reasonably required by the Landlord; and
- (ii) obtaining the Landlord's prior written consent.

4.0 RENT

4.1 Payment of Rent

All payments by the Tenant to the Landlord of whatsoever nature required or contemplated by this Lease will be:

- (a) paid to the Landlord by the Tenant in lawful currency of Canada;
- (b) made when due under this Lease, without prior demand and without any set-off, abatement, or deduction whatsoever, at the office of the Landlord or such other place as the Landlord may designate from time to time to the Tenant;
- (c) applied towards amounts then outstanding under this Lease, in such manner as the Landlord may see fit; and
- (d) deemed to be Rent, in partial consideration for which this Lease has been entered into, and will be payable and recoverable as Rent, such that the Landlord will have all of the rights and remedies against the Tenant for default in making any such payment that may not be expressly designated as rent, as the Landlord has for default in payment of Rent.

It is the intention of the Landlord and Tenant that this Lease be carefree to the Landlord and that all expenses, costs, payments, and outgoings incurred in respect of the Lands, the Buildings, and any other improvements of the Lands or for any other matter or thing affecting the Lands, will be borne by the Tenant and unless expressly stipulated to the contrary, the Annual Base Rent will be absolutely net to the Landlord and free of all abatements, set-off, or deduction of real property taxes, charges, rates, assessments, expenses, costs, payments, or outgoings of every nature arising from or related to the Lands, the Buildings or any other improvements on the Lands and, unless expressly stated to the contrary, the Tenant will pay or cause to be paid all such taxes, charges, rates, assessments, expenses, costs, payments, and outgoings.

4.2 Additional Rent

Without limiting the foregoing clause 4.1, the Landlord and Tenant agree that their respective responsibilities for providing and paying for utilities, services, maintenance, repairs and improvements will be as specified in [SCHEDULE B](#).

4.3 Obligation to Pay Rent

During the Term, the Tenant must pay to the Landlord, at the office of the Landlord or at such other place as the Landlord may designate from time to time in writing, without deduction, set-off, or abatement, the aggregate of:

- (a) the Annual Base Rent, payable in equal consecutive monthly instalments in advance on the first day of each and every month during the Term, commencing on the Commencement Date, as set out in subclause [1.1\(a\)](#). Notwithstanding the prior sentence, where the Rent Commencement Date is not the first day of a calendar

month, the Annual Base Rent for the period from the Commencement Date to the first day of the next ensuing calendar month will be pro-rated on a per diem basis and paid on the Commencement Date, and the first regular instalment of the Annual Base Rent will be paid on the first day of the first full calendar month of the Term.

- (b) all other sums of money required under this Lease to be paid to the Landlord by the Tenant whether or not designated as Additional Rent, other than Base Rent; and
- (c) Goods and Services Tax assessed upon or as a direct result of the payment of Rent under this Lease and such GST will not be considered to be Rent, but the Landlord will have the same rights and remedies for non-payment of GST as it has for non-payment of Rent.

4.4 Taxes

During each year of the Term, the Tenant will pay all Taxes as they become due.

4.5 Remedies

Nothing in this Lease suspends or delays the payment of any amount of money when it becomes payable or limits any other remedy of the Landlord.

5.0 SECURITY DEPOSIT AND LOSS OR DAMAGE

5.1 Security Deposit

As security for the due and proper performance by the Tenant of all of the covenants in this Lease, the Tenant must provide the Security Deposit before the Commencement Date, to be held by the Landlord, without interest, and returned to the Tenant at the end of the Term provided that the Tenant vacates the Premises and fulfills all of its obligations under this Lease.

5.2 Loss or Damage

If at any time during the Term the Tenant fails to observe or perform any of its obligations under this Lease, then in addition to any other remedies available under this Lease or at law or in equity, the Landlord may apply all or part of the Security Deposit to compensate the Landlord for any loss or damage the Landlord may incur as a result of the Tenant's breach and the Tenant will promptly restore the Security Deposit.

6.0 PREMISES, BUILDINGS OR IMPROVEMENTS "AS IS"

6.1 "As-is" Condition

The Tenant accepts the Premises and the Buildings and Improvements in an "as is" condition and the Tenant acknowledges and agrees that:

- (a) It has had the opportunity to undertake such inspections, tests and surveys of the Premises and Lands as it considers necessary;
- (b) The Landlord has made no representations, warranties or agreements with respect to the Premises, Buildings or Improvements except as may be provided in this Lease;

- (c) any Buildings or Improvements made to the Premises by the Tenant to make the Premises suitable for the Tenant's operations, will be at the risk, cost and expense of the Tenant and to the satisfaction of the Landlord;
- (d) by entering into this Lease, it is satisfied that the Premises is suitable for its purposes; and
- (e) this Lease is subject to all charges and encumbrances registered against the title to the Lands.

7.0 SPECIAL TERMS AND CONDITIONS

7.1 Special Terms and Conditions

The Landlord and Tenant agree to the Special Terms and Conditions that are attached to this Lease as [SCHEDULE B](#), and in the event of a conflict or contradiction with any other term of the Lease, the Special Terms and Conditions will prevail.

8.0 TENANT'S COVENANTS

The Tenant covenants with the Landlord as follows:

8.1 Rent

To pay the Rent on the days and in the manner provided herein and to pay all other amounts, charges, costs, and expenses as are required to be paid by the Tenant to the Landlord or to others under this Lease.

8.2 Occupancy and Permitted Use

To take possession of and occupy the Premises and commence to carry on business in all or substantially all of the Premises no later than 30 days after the Commencement Date, to use the Premises only for the purpose specified in subclause [1.1\(h\)](#) and not to use or permit to be used the Leased Premises or any part of them for any other purpose.

8.3 Operating Costs

To pay all costs and expenses incurred in operating, maintaining, cleaning and repairing the Premises as have been identified as the Tenant's responsibility in [SCHEDULE B](#).

8.4 Waste and Nuisance

Not to commit or permit any waste or injury to the Premises, including the Leasehold Improvements and the trade fixtures therein, or commit or permit any conduct which impedes or, in the opinion of the Landlord acting reasonably, could constitute a nuisance to the Landlord, occupiers of any other premises adjoining or in the vicinity of the Premises or to the public generally.

8.5 Insurance Risks

Not to do, omit to do, or permit to be done or omitted to be done upon the Premises anything which would cause the Landlord's cost of insurance to be increased (and, without waiving the foregoing prohibition, the Landlord may demand, and the Tenant shall pay to the Landlord upon

demand, the amount of any such increase of cost caused by anything so done or omitted to be done) or which would cause any policy of insurance to be subject to cancellation.

8.6 Cleanliness

Not to permit the Premises to become untidy, unsightly, or hazardous, or permit unreasonable quantities of waste or refuse to accumulate.

8.7 Reasonable State of Repair

To keep the Premises in a good and reasonable state of repair, including all Leasehold Improvements and all trade fixtures, but with the exception of structural defects in the Building and that if any part of the Building, including the systems for interior climate control and for the provision of utilities, becomes out of repair, damaged, or destroyed through the negligence or misuse of the Tenant or the Tenant's Responsible Others, the expense of repairs or replacements necessitated thereby must be reimbursed to the Landlord promptly upon demand.

8.8 Compliance with Laws

To comply at its own expense with all applicable local government, provincial, and federal laws, bylaws, regulations, and requirements pertaining to the operation and use of the Premises, the condition of the Leasehold Improvements, trade fixtures, furniture, and equipment installed therein, and the making by the Tenant of any repairs, changes or improvements therein. Without limiting the generality of this section, the Tenant acknowledges that the Tenant must not use the Premises or permit a use in breach of the applicable zoning and business licensing bylaws.

8.9 Signs

Not to paint, display, inscribe, place, or affix any sign, symbol, notice, or lettering of any kind anywhere outside the Premises (whether on the outside or inside of the Building) or within the Premises so as to be visible from the outside of the Premises, except as expressly approved in writing by the Landlord as to design, size, and location. Such identification sign must be installed by the Tenant at its own expense.

8.10 Environmental

Not to contaminate or permit the contamination of the Premises, the Lands or surrounding area with any hazardous substances and should such occur, to undertake all necessary remediation.

8.11 Inspection and Access

To permit the Landlord at any time and from time to time to enter and to have its authorized agents, employees, and contractors enter the Premises for any purpose and the Tenant must provide free and unimpeded access and will not be entitled to compensation for any inconvenience, nuisance, or discomfort caused, but the Landlord will proceed to the extent reasonably possible so as to minimize interference with the Tenant's use and enjoyment of the Premises.

8.12 Showing Premises

To permit the Landlord and its authorized agents and employees to show the Premises to prospective tenants during the last six months of the Term.

9.0 LANDLORD'S COVENANTS

The Landlord covenants with the Tenant as follows:

9.1 Quiet Enjoyment

Provided the Tenant pays the Rent and performs its other covenants, the Tenant may, and may peaceably, possess and enjoy the Premises for the Term, without any interruption or disturbance from the Landlord.

9.2 Structural Defects

The Landlord:

- (a) will repair structural defects in the Premises that have been specifically identified as the Landlord's responsibility in [SCHEDULE B](#); but
- (b) will have no other responsibility for improving the Premises or in support of the Premises.

10.0 LANDLORD'S RIGHT TO PERFORM THE TENANT'S COVENANTS

10.1 Landlord's Right to Perform the Tenant's Covenants

- (a) The Landlord may enter and view the state of repair of the Premises (without having any obligation to do so).
- (b) If the Tenant fails, refuses or neglects to perform an obligation under this Lease, the Landlord may, in addition to and without prejudice to any other remedy available to it enter upon the Premises and Buildings or Improvements with workers and equipment and do everything the Landlord considers necessary to remedy the Tenant's failure at the Tenant's risk (including with respect to any loss or damage to the Tenant's property or business that may result from the Landlord's negligence). The Landlord may remedy the Tenant's failure(s):
 - i. if such failure continues for 15 days' after the Landlord gives written notice of the failure to the Tenant; or
 - ii. immediately, in the event of an emergency (as determined in the sole discretion of the Landlord).
- (c) The Tenant will immediately pay the Landlord as Additional Rent all costs, charges and expenses incurred by the Landlord as a result of any steps it undertakes pursuant to section 10.1(b), including a reasonable amount for the Landlord's administrative costs.

11.0 LIENS

11.1 Liens

The Tenant must promptly either pay or provide security and cause the discharge of any and all liens arising out of any construction or services done or permitted to be done by the Tenant under this Lease.

12.0 UTILITIES AND SERVICES

12.1 Capacity of Services

The Tenant must not install equipment that will exceed or overload the capacity of utility or service facilities to the Lands, the Premises, the Buildings or Improvements and if, in the opinion of the Landlord, equipment installed by the Tenant requires additional facilities, these facilities will be installed at the Tenant's expense in accordance with plans and specifications approved by the Landlord prior to installation. The Landlord reserves the right to install such additional equipment at the Tenant's expense.

12.2 Service Interruptions

Without limiting or restricting the generality of the provisions of section [18](#), the Tenant will not have nor make any claim or demand, nor bring any action or suit or petition against the Landlord or any of its officers, servants or agents for any damage which the Tenant may sustain by reason of any temporary suspension, interruption or discontinuance, in whole or in part, from whatever cause arising, in services supplied by the Landlord hereunder.

13.0 ASSIGNMENT AND SUBLETTING

13.1 Transfers

The Tenant may not assign, mortgage, transfer or encumber this Lease in whole or in part, nor sublease all or any part of the Premises (collectively "Transfer"), without the prior written consent of the Landlord. Any Transfer made in violation of this section will be void.

13.2 Rights and Obligations

The following applies to any Transfer:

- (a) The Landlord has the right to approve the form of Transfer and the transferee;
- (b) Despite any Transfer, the Tenant will remain fully liable to perform all the terms, conditions and covenants of this Lease; and
- (c) The Tenant will at the time of the Transfer require the assignee or subtenant to agree in writing with the Landlord to fulfill all obligations under this Lease and to enter into a new form of lease that may contain additional or changed obligations, and which new lease may be prepared by the Landlord's lawyer at the Tenant's expense.

13.3 Sale or Transfer of Lands

If the Landlord sells or otherwise transfers an interest in the Lands, in whole or in part, to the extent that the transferee is responsible for compliance with the obligations of the Landlord under this Lease, the Landlord without further written agreement will be released from all of its obligations in this Lease.

14.0 TERMINATION BY NOTICE

14.1 Termination by Notice

The Landlord may terminate this Lease by delivering written notice to the Tenant no less than 150 days prior to the effective date of the termination.

15.0 TENANT'S OBLIGATIONS AT THE END OF THE TERM

15.1 Tenant's Obligations at the End of the Term

At the end of the Term, the Tenant must at its sole cost and expenses, immediately and to the satisfaction of the Landlord:

- (a) remove from the Premises all furniture, furnishings, equipment and trade fixtures listed in [SCHEDULE C](#), and make good any damage caused to the Premises by their installation or removal and restore the Premises to a condition of good and substantial repair;
- (b) remove all goods, supplies, articles, equipment and other things brought onto and kept within the Premises by or on behalf of the Tenant;
- (c) remedy any unsafe conditions of the Land created or aggravated by the Tenant; and
- (d) peaceably surrender and deliver up the Premises and any remaining Buildings or Improvements in a neat, clean and sanitary condition, free from any and all materials that may have been brought onto, deposited onto or created on the Lands during the Term.

16.0 OVERHOLDING

16.1 Overholding

If the Tenant remains in possession of the Premises after the end of the Term and without the execution and delivery of a new lease or written renewal or extension of this Lease, there is no tacit or other renewal of this Lease, and the Tenant will be considered to be occupying the Premises as a tenant from month to month at a monthly rental payable in advance on the first day of each month equal to the sum of the 125% of the Rent payable in the last month of the Term and otherwise upon the terms and conditions set out in this Lease, so far as applicable.

17.0 INSURANCE

17.1 Tenant's Insurance

The Tenant must obtain and maintain the following insurance during the Term:

- (a) commercial general liability insurance of not less than \$5,000,000 or in such other amount as may be reasonably required by the Landlord against claims arising out of any one occurrence with respect to the Tenant's occupation and use of the Premises, Buildings or Improvements, including, but not limited to claims for personal injury or death, contractual liability, property damage and contingent employer's liability;

- (b) all risks insurance (including flood, sewer, and drain back-up, earthquake, and sprinkler leakage) property insurance on insurable property including merchandise, furniture, fixtures, and Buildings or Improvements, to the full replacement value, on a stated amount coinsurance basis, with a deductible approved by the Landlord; and
- (c) any other form of insurance and with whatever higher limits that the Landlord may reasonably require.

17.2 Terms of the Policies

The Tenant's insurance policies required under this Lease must:

- (a) name the Landlord as an additional insured;
- (b) be issued by an insurance company entitled under provincial law to carry on business in British Columbia;
- (c) apply to each insured in the same manner and to the same extent as if a separate policy of insurance had been issued to each insured;
- (d) require the insurer not to cancel or change the insurance without first giving the Tenant and the Landlord 30 days' prior written notice;
- (e) afford protection to the Landlord in respect of cross-liability;
- (f) be primary and not require the sharing of any loss by any insurer that insures the Landlord;
- (g) not include any deductible amount greater than \$1,000 per occurrence; and
- (h) otherwise be on terms satisfactory to the Landlord, acting reasonably.

17.3 Certificates of Insurance

The Tenant must provide the Landlord with a certificate of insurance upon execution of this Lease and must provide certificates of any annual renewals and any amendment to the policy.

17.4 Contractor's Insurance

The Tenant must require any contractor performing work on the Premises to carry and maintain, at no expense to the Landlord, commercial general liability insurance, workers compensation coverage and other insurance in amounts and on terms reasonably determined by the Landlord, and must provide the Landlord with satisfactory proof of that insurance and coverage from time to time.

17.5 Lack of Insurance

If the Tenant does not provide or maintain in force the insurance required under this Lease or provide proof of the insurance when requested by the Landlord, the Landlord may (but is not required to) take out the necessary insurance and pay the premiums, and the Tenant must pay to the Landlord as Additional Rent the amount of such premium on the next succeeding rental payment date.

18.0 WAIVER AND INDEMNITY

18.1 Waiver by the Tenant

The Tenant agrees that:

- (a) the Landlord will not be liable for any bodily injury to or death of, or loss or damage to any property belonging to the Tenant or its employees, invitees, or licensees or any other person in, on, or about the Premises, or for any interruption of any business carried on in the Premises, or for any consequential loss at all, and, without limiting the generality of the foregoing, in no event will the Landlord be liable:
 - i. for any damage other than Insured Damage or for bodily injury or death of anyone which results from fire, explosion, earthquake, flood, falling plaster, steam, gas, electricity, water, rain, snow, dampness, or leaks from any part of the Premises or from the pipes;
 - ii. for any damage, injury, or death caused by anything done or omitted by the Tenant or any of its servants or agents;
 - iii. for any act or omission (including theft, malfeasance, or negligence) on the part of any agent, contractor, or person from time to time employed by the Landlord to perform janitorial services, security services, supervision, or any other work in or about the Premises; or
 - iv. for loss or damage, however caused, to property of the Tenant or any of its servants or agents; and
- (b) the Tenant releases and discharges the Landlord from any and all actions, causes of action, claims, damages, demands, expenses, and liabilities which the Tenant now or hereafter may have, suffer, or incur which arise from any matter for which the Landlord is not liable under section 18.1, notwithstanding that negligence or other conduct or omission of the Landlord or anyone for whose conduct the Landlord is responsible may have caused or contributed to such matter.

18.2 Indemnity of Landlord

The Tenant agrees to indemnify and save harmless the Landlord from and against all claims, demands, actions, causes of action, expenses, losses, costs, damages or other harm of whatsoever kind suffered or incurred by the Landlord in respect of bodily injury, death, property loss, property damage, or other consequential loss or damage arising from or related to or connected with:

- (a) the use or occupation of the Premises, by the Tenant or the Tenant's Responsible Others;
- (b) the granting of this Lease;
- (c) any default or breach by the Tenant of its obligations under this Lease; and
- (d) any act, omission, negligence or wrong of the Tenant or the Tenant's Responsible Others.

18.3 Survival of Indemnity

This indemnity will survive the expiry or termination of this Lease.

19.0 EVENTS OF DEFAULT AND RELET OF PREMISES

19.1 Events of Default

The following are Events of Default by the Tenant:

- (a) the Tenant fails to pay any Rent or any other amount owing under this Lease when due, whether or not demanded by the Landlord;
- (b) the Tenant fails to observe or perform any of its other obligations under this Lease and the Tenant has not, within 7 days after notice from the Landlord specifying the default, cured the default, or, if the cure reasonably requires a longer period, the Tenant has not commenced to cure the default within the seven-day period and thereafter does not diligently pursue the cure of such default;
- (c) a receiver is appointed to control the conduct of the business of the Tenant;
- (d) the Tenant becomes insolvent within the meaning of the *Bankruptcy and Insolvency Act* or makes a proposal pursuant to the *Companies' Creditors Arrangement Act*;
- (e) if the Tenant is a corporation and it ceases to be in company in good standing under the *Business Corporations Act* or it ceases to be a society in good standing under the *Society Act* or it ceases to be in good standing under any other constating legislation that may apply to the Tenant, or if an order is made, a resolution passed or a petition filed for the Tenant's liquidation or winding up;
- (f) the Lease or the Tenant's assets are taken under a writ of execution or security instrument;
- (g) without the consent of the Landlord, the Premises is vacant for 30 days or more;
- (h) without the consent of the Landlord, the Tenant fails or ceases to use the Premises for the Permitted Use for 3 months or more.

19.2 Response to Event of Default

In the Event of Default by the Tenant, then the Landlord, in addition to any other right or remedy, may do any or all of the following:

- (a) re-enter and remove all persons and property from the Premises, and the property may be removed and stored elsewhere at the cost of and for the account of the Tenant, all without service of notice and without the Landlord being guilty of trespass or being liable for loss;
- (b) terminate this Lease and all of the Tenant's rights under it; and
- (c) apply all or part of the Security Deposit to rectify in whole or in part the default.

19.3 Relet of Premises

- (a) If the Landlord re-enters, it may at its option, without terminating the Tenant's rights, make alterations and repairs to facilitate reletting, and relet the Premises, or any part, as the Tenant's agent for such period of time and at such rent and on such other terms as the Landlord wishes.
- (b) Upon reletting, all rent and monies received by the Landlord will be applied, first to

the payment of indebtedness other than Rent due from the Tenant to the Landlord, second to the payment of costs and expenses of the reletting including brokerage, legal, and repair expenses, and third to the payment of Rent due and unpaid under this Lease. The residue, if any, will be applied to the payment of future rent as it becomes due and payable.

- (c) If at any time the rent received from the reletting is less than the Rent to be paid under this Lease, the Tenant will pay the deficiency to the Landlord to be calculated and paid monthly.

19.4 Reletting without Termination

No re-entry or entry will be construed as an election by the Landlord to terminate this Lease unless a written notice of intention to terminate is given to the Tenant. Despite a reletting without termination, the Landlord may elect at any time to terminate this Lease for a previous breach.

20.0 REMEDIES OF LANDLORD CUMULATIVE

No exercise of a specific right or remedy by the Landlord or by the Tenant precludes it from, or prejudices it in, exercising another right or pursuing another remedy or maintaining an action to which it may otherwise be entitled either at law or in equity.

21.0 MISCELLANEOUS

21.1 Notices

Any notice required or contemplated by any provision of this Lease must be given in writing, and if to the Landlord, either delivered by hand to the Corporate Officer of the Landlord or delivered by hand or mailed (by prepaid registered mail) to the office of the Landlord, located at 1809 Beaufort Avenue, Comox BC V9M 1R9, or if the Landlord has given the Tenant notice of another address to which notices to the Landlord under this Lease are to be given, then to the last such address of which the Tenant has been given notice; and if to the Tenant, either delivered by hand to an officer or director of the Tenant or delivered by hand or mailed (by prepaid registered mail) to the Tenant at the address set out in subclause [1.1\(b\)](#) or by posting it at the Premises. Every such notice will be deemed to have been given when delivered (if delivered by hand or posted) or, if mailed, upon the third business day after the day of mailing in Canada provided that if mailed, should there be a mail strike, slowdown, or other labour dispute which might affect delivery of such notice between the time of mailing and the actual receipt of notice, then such notice will only be effective if actually delivered.

21.2 Registration

The Tenant is entitled to register this Lease, at its cost and expense, including payment of any Property Transfer Tax.

21.3 Extraneous Agreements

The Tenant acknowledges that there are no covenants, representations, warranties, agreements, or conditions expressed or implied relating to this Lease or the Premises save as expressly set out in this Lease. This Lease may not be modified except by an agreement in writing executed by the Landlord and the Tenant.

21.4 Time of Essence

Time is of the essence of this Lease.

21.5 Successors and Assigns

This Lease and everything herein contained will enure to the benefit of and be binding upon the successors and assigns of the Landlord and the permitted successors and assigns of the Tenant.

21.6 Frustration

If by reason of fire, flood, lightning, tempest, earthquake, impact of aircraft, explosion, or Acts of God, the Premises, at any time during the Term hereby granted be destroyed or so damaged as to render the Premises unfit for occupancy, the Landlord will, then, have a period of ninety (90) days after such damage or destruction within which to decide whether or not it will repair or rebuild. If the Landlord decides not to rebuild or repair, it may terminate this Lease by notice, in writing, given to the Tenant within the ninety (90) day period; provided, however, that in the event of such notice being given to the Tenant pursuant to this clause, the Rent reserved to the Landlord under this Lease will be due and payable up to the date of removal of the Tenant's goods and chattels from the Premises and restoration of the Premises to the satisfaction of the Landlord in accordance with section 15 of the Lease.

21.7 Waiver

No condoning, excusing, or overlooking by the Landlord of any default, breach, or non-observance by the Tenant at any time or times in respect of any covenant, proviso, or condition herein contained will operate as a waiver of the Landlord's rights in respect of any continuing or subsequent default, breach, or non-observance or so as to defeat or affect in any way the rights of the Landlord in respect of any such continuing or subsequent default or breach, and no acceptance of rent by the Landlord subsequent to a default by the Tenant (whether or not the Landlord knows of the default) will operate as a waiver by the Landlord, and no waiver will be inferred from or implied by anything done or omitted by the Landlord save only express waiver in writing.

21.8 Governing Law

This Lease will be governed by and construed in accordance with the laws in force in the Province of British Columbia and the parties agree to attorn exclusively to the courts of the Province of British Columbia

21.9 Severability

Should any provision or provisions of this Lease be illegal or not enforceable, it or they will be considered separate and severable from the Lease and its remaining provisions will remain in force and be binding upon the parties as though the said provision or provisions had never been included.

21.10 No Fettering and Powers Preserved

Nothing contained or implied in this Lease will fetter in any way the discretion of the Landlord or the municipal council of the Landlord. Further, nothing contained or implied in this Lease will affect the Landlord's rights, powers, duties or obligation in the exercise of its functions pursuant to the *Community Charter* or the *Local Government Act*, as amended or replaced from time to time, or act to fetter or otherwise affect the Landlord's discretion, and the rights, powers, duties and obligations

of the Landlord under all public and private statutes, by-laws, orders and regulations, which may be, if the Landlord so elects, as fully and effectively exercised in relation to the Premises as if this Lease had not been executed and delivered by each party to the other.

21.11 Headings

The headings appearing in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit, or enlarge the scope or meaning of this Lease or of any provision thereof.

21.12 Execution

The Landlord and Tenant may execute this Lease in counterparts and when the counterparts have been executed by the parties, each executed counterpart, whether a facsimile, pdf, photocopy or original, will be effective as if one original copy had been executed by the parties.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF the authorized signatories of the parties have executed this Lease as of the day and year first above written.

TOWN OF COMOX, by its authorized signatories:)

)

)

)

)

Name:)

)

)

)

)

Name:)

)

VANCOUVER ISLAND REGIONAL LIBRARY, by)
its authorized signatories:)

)

)

)

)

Name:)

)

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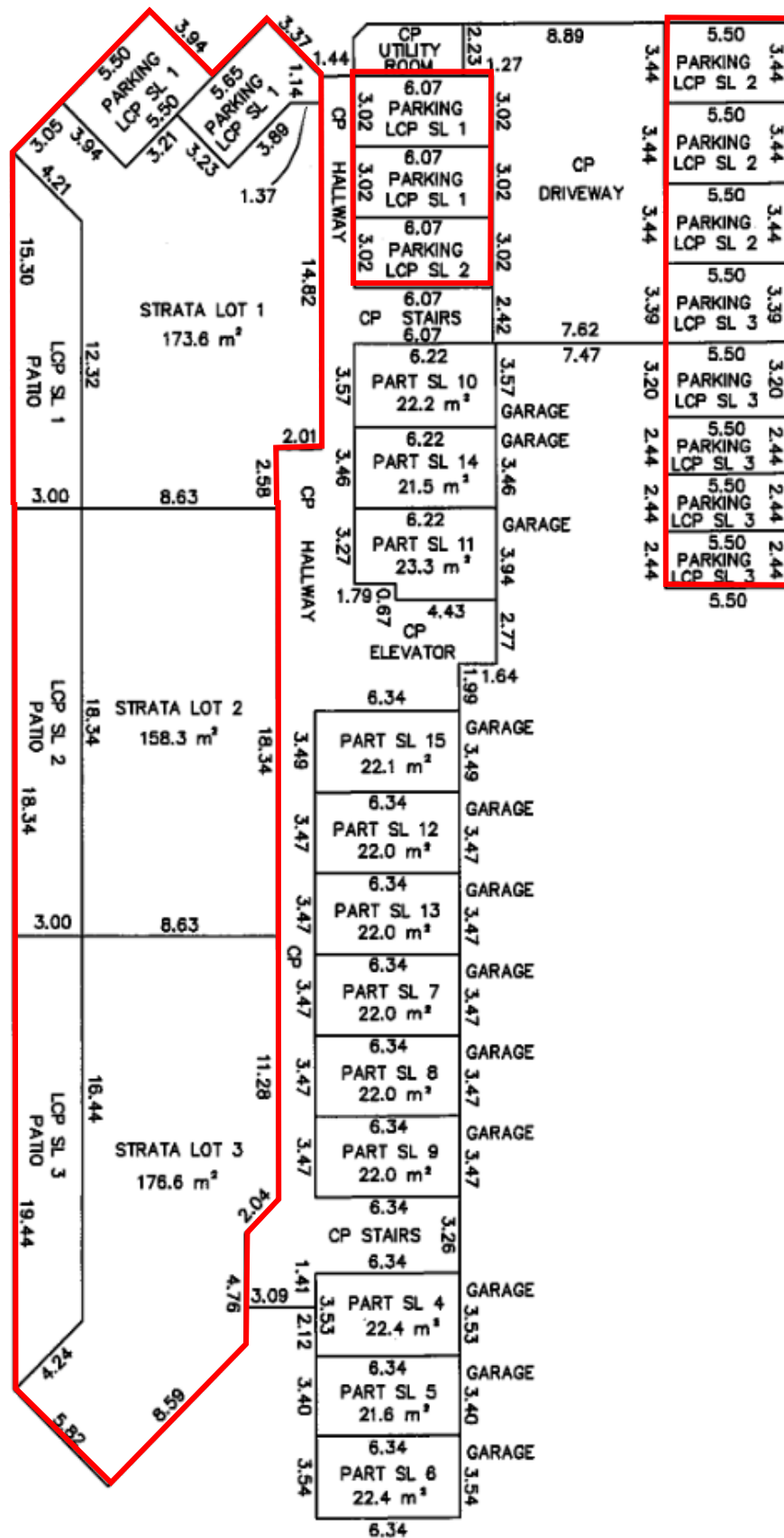
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Name:)

)

SCHEDULE A – PREMISES

Strata Lots 1, 2 & 3, Plan VIS6360, Section 56 Comox Land District
(101 – 1720 Beaufort Avenue)



SCHEDULE B – SPECIAL TERMS AND CONDITIONS

1. Tenant's Responsibility for Repairs and Expenses

The Tenant covenants with the Landlord that it will be responsible for all costs and expenses of any kind whatsoever associated with and payable in respect of the Tenant's use of the Premises, including without limitation:

- (a) Garbage and snow removal
- (b) Maintenance of landscaping
- (c) Interior and exterior window cleaning
- (d) Parking stalls
- (e) Janitorial service and supplies
- (f) Vandalism and graffiti removal
- (g) Pest control
- (h) Signage (which must comply with the Landlord's bylaws)
- (i) Plumbing charges for any fixtures, taps or drains in the Premises
- (j) Lamp and tube replacement
- (k) Emergency lighting battery replacement
- (l) The costs of constructing, maintaining and repairing any Leasehold Improvements
- (m) Annual fire suppression system testing
- (n) Alarm testing/inspection
- (o) Annual Fire Extinguisher inspection
- (p) On-going fire alarm monitoring
- (q) Security alarm monitoring
- (r) Leasehold Improvements listed in SCHEDULE C
- (s) All fees and rates imposed by any authority having jurisdiction for water, sewer and garbage services to the Premises
- (t) Charges related to security systems or security services for the Premises
- (u) Utility charges for telephone, cable, gas and electric services for the Premises
- (v) 75% of Regular Strata Council levies
- (w) Any other costs identified by the Landlord as relating to the Tenant's occupation of the Premises.

2. Landlord's Responsibility for Repairs and Expenses

The Landlord covenants with the Tenant that, except in respect of matters that are expressly stated to be the responsibility of the Tenant in this Lease, it will keep in a good and reasonable state of

repair, consistent with the general standard of office buildings of similar age and character in the area where the Premises is located, the Landlord's Buildings or Improvements, including the:

- (a) Structural members or elements of the Buildings or Improvements
- (b) Major repairs and replacement of the HVAC
- (c) Maintenance and repairs to the foundation, roof, exterior walls
- (d) Maintenance and repairs to mechanical, electrical, plumbing and utilities systems that are covered by drywall or located behind any Building components
- (e) Surface or structural repair of parking areas on the Lands
- (f) Correcting any defects in the initial design of the Building or Improvements
- (g) Repairs or replacement due to the negligence of the Landlord

If the Tenant identifies any repairs that are the Landlord's responsibility pursuant to this obligation, the Tenant will give notice promptly to the Landlord.

3. Alterations by Landlord

The Landlord reserves the right from time to time to:

- (a) make any deletions, changes, and additions to the equipment, appliances, pipes, plumbing, wiring conduits, ducts, shafts, structures, and facilities of every kind throughout the Building; and
- (b) make alterations and additions to the Building;


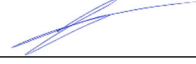
and in exercising any such rights, the Landlord will take reasonable steps to minimize any interference caused to the Tenant's operations in the Premises, but by exercising any such rights, the Landlord will not be deemed to have constructively evicted the Tenant or otherwise to be in breach of this Lease, nor will the Tenant be entitled to any abatement of rent or other compensation from the Landlord.

SCHEDULE C – LEASEHOLD IMPROVEMENTS

Notwithstanding subclause [3.1\(c\)](#) of the Lease, the Tenant may construct the following Leasehold Improvements:

REGULAR COUNCIL MEETING

TO:	Mayor and Council	FILE:	
FROM:	Shelley Ashfield, Director of Operations	DATE:	Oct.31, 2024
SUBJECT:	Make Back Road Safe		

Prepared by:  Shelley Ashfield, Director of Operations	Report Approved:  Jordan Wall, Corporate Administrative Officer
--	---

RECOMMENDATION(S) FROM THE CHIEF ADMINISTRATIVE OFFICER:

THAT Council waive Traffic Calming Policy CCL-051 and direct staff to reduce the speed limit on Glacier View Drive to 40 km/hr.

PURPOSE

To provide Council with an update on City of Courtenay's decision on safety concerns raised on Back Road.

STRATEGIC PLAN LINKAGE

Public safety is guided by the Strategic Plan and impacts the following strategic priorities:

1. Community Connection and Wellness
2. Economic Health
3. Good Governance
4. Balanced Community Planning

BACKGROUND

On February 7, 2024, Council received a delegation from a community group called "Make Back Road Safe". The delegation requested the following safety measures be taken in cooperation with Ministry of Transportation and Infrastructure (MOTI) and City of Courtenay:

1. Reduce the posted speed limit on Back Road to 40 km/h, on a trial basis.
2. Install Speed Humps (cushions or tables) to enforce speed compliance.
3. Designate Glacier View Drive as a neighbourhood collector road.
4. Ensure there is NO diversion of traffic from Comox Avenue onto Back Road during the two-year CVRD Sewer Conveyance Project.

At the council meeting on February 21, 2024, a resolution was passed directing staff to present a report to Council in March 2024. This report will outline the initiatives being pursued by MOTI and City of Courtenay.

Following this the Town of Comox received a request from K'omoks First Nations to help address speeding issues on Back Road which travels through IR-1. The Town of Comox, K'omoks First Nations, City of Courtenay, and the CVRD sent a joint letter to the MOTI requesting work be done to address speeds on this road.

The City of Courtenay Council received a staff report on October 23, 2024 of which Courtenay Council adopted traffic calming policy and that the construction of a mini roundabout and raised medians @ the Back Road at Valley View intersection as well as guardrail throughout the corridor to be included and considered in the City's 2025 financial plan and to prioritize reducing the speed limit on Back Road to 40 km/hr.

The City of Courtenay has already reduced the speed limit and installed the 40 km/h signage along Back Road. The portion of Back Road within Town jurisdiction is referred to as Glacier View Drive, which is classified as a minor collector road. Minor collector roads connect neighbourhoods to arterial roads and carries lower traffic volume than a major collector but has more than 1,000 vehicle per day.

Traffic data was collected on Glacier View Drive from December 29, 2023, to January 16, 2024. The collected data confirms that the speeds and vehicle volumes are within acceptable limits of the Town's Traffic Calming Policy CL-051 (attached).

Location	85 th percentile speed	Average Annual Daily Traffic (AADT)
Near MOTI boundary	58 km/hr	2,324
Near Comox Avenue	40 km/hr	2,154

Due to the request from K'omoks First Nation and lack of response from MOTI, Administration recommends lowering the speed limit to 40 km/h to align with the City of Courtenay's decision. While this adjustment does not meet the criteria for the Town's traffic calming policy, it ensures consistency along the same stretch of road, benefiting drivers by creating a safer and more predictable driving environment.



TOWN OF COMOX

1809 Beaufort Avenue Ph. 250 339-2202
Comox BC V9M 1R9 Fx. 250 339-7110

POLICY MANUAL

SECTION 1 – COUNCIL POLICIES	POLICY NO: CCL – 051
ESTABLISHED: SEPTEMBER 5, 2018	LAST REVISED:
TITLE: TRAFFIC CALMING POLICY & PROCEDURES	

All requests for traffic calming within the Town of Comox shall be considered in accordance with the attached document, titled “Traffic Calming Policy & Procedures” – dated November 2017.



Town of Comox
Traffic Calming Policy & Procedures
November 1, 2017



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1. Introduction

This document outlines the Town of Comox's Traffic Calming policy which utilizes the Transportation Association of Canada and Institute of Traffic Engineers' "*Canadian Guide to Neighbourhood Traffic Calming (1998)*".

1.1 Why a Policy?

The Town of Comox is receiving numerous requests within the community for traffic calming. As such there is a need to manage community traffic calming requests in an appropriate and equitable manner. The primary intent of the traffic calming policy is to establish the guidelines that would warrant traffic calming measures when requests are received. A traffic calming policy provides a transparent document for council, staff and the community on when and what will be reviewed in determining if traffic calming measures are warranted.

1.2 What is Traffic Calming?

Traffic calming can be described as "the combination of mainly physical measures that reduce the negative effects of motor vehicle use, alter driver behavior and improve conditions for non-motorized street users". It aims to encourage safer, more responsible driving and inherently reduce traffic flow. When used effectively, traffic calming supports the livability and vitality of residential and commercial areas.

A traffic calming policy will allow the Town to determine what areas of the community needs traffic calming and how to prioritize the needs.

2 Goals of Traffic Calming

The basic function of a street is to provide both movement and access, but in differing combinations depending on location, adjacent land use, and road classification. Traffic calming is used to ensure a street or street network retains its intended function. Traffic calming measures are put in place to achieve at least one of the following objectives:

- **Reduce vehicle travel speeds:**

Speeds and traffic volumes which are suitable for one type of road such as a major arterial road, may be considered excessive on a local road within a neighbourhood. Streets within the Town are classified to describe their role and functionality in the road network system.

For vehicle speeds, the 85th percentile speed is considered the speed at which 85% of the total traffic volume on a road is travelling at or below. In considering the need for traffic calming, the 85th percentile speed must exceed the posted speed limit by 10 km/hr.

Traffic calming measures which reduce vehicle speeds help to improve safety on neighbourhood streets for pedestrians, cyclists, motorists and other road users, and also help to improve the livability of a community by reducing noise and other negative impacts of traffic.

- **Discourage neighbourhood short-cutting:**

Neighbourhood streets are primarily intended for access to properties. Reducing through/short-cutting traffic helps to improve safety by reducing the potential for conflicts and encourages traffic to use the surrounding arterial road network. Reducing through traffic also reduces delays for local traffic, pedestrians, cyclists and other road users. This helps to improve livability for the residents by reducing noise, pollution, congestion, and other negative impacts of traffic.

- **Minimize conflicts between vehicles and other street users:**
Local roads are intended to be shared between pedestrians, cyclists, motorists and other road users. Minimizing conflict points of road users, or enhance visibility or recognition between road users at existing conflict points. Reducing conflicts between road users helps to improve safety, as well as improve the livability of a community.
- **Improve the neighbourhood environment**
Reducing vehicle speeds, traffic volumes and conflicts helps to enhance the livability of a community by reducing the apparent dominance of traffic. This makes for healthier neighbourhoods and more livable community.

Each road classification is intended to provide a different function as part of the overall network. Therefore it is important each traffic calming application is planned in consideration of the impact it may have on the overall road network.

Traffic calming uses physical design and other measures to improve safety for motorists, pedestrians and cyclists. It aims to encourage safer, more responsible driving and livability of a neighbourhood.

3 Traffic Calming Principles

There is no single “best” solution when implementing traffic calming that can be applied based solely on objective criteria. A number of principles are common to the application of all traffic calming measures, regardless of problem, type of road or mitigation measure.

A combination of local knowledge, technical expertise and experience must be applied to determine the best measure or combination of measures. The following five principles are relevant to all traffic calming projects. Following them will help to create an effective plan and build community acceptance.

- **Identify and quantify the real problem** - Ensure that any traffic calming plan is based on real problems and not simply perceptions. Conducting vehicle volume and classification counts, documenting speeds, undertaking license plate traces and parking surveys and collecting collision statistics may be required to determine the type and extent of traffic problems.
- **Consider area wide solutions** - Traffic problems on a particular street may have raised the need for a study but those problems may be caused by deficiencies on other roads, or other roads in the area may face similar problems. Applying traffic calming measures on only one road may simply shift the problem to neighbouring streets.
- **Avoid restricting access** - Closures, diverters and other barriers may eliminate cut-through traffic, but they will raise opposition from residents, emergency service providers, transit and others in the community. They can also generate difficulties for large vehicles such as snow plows, garbage trucks and delivery vehicles.
- **Consider all potential impacts** - Measures implemented may negatively affect emergency vehicles, transit, bicycles, people who are visually impaired, maintenance, local access, parking, street sweeping, snow plowing and police enforcement. It may be impossible to completely eliminate all negative impacts but proper planning can reduce these concerns.

- **Monitor and follow-up** - It is important to perform follow-up evaluations to determine effectiveness of traffic calming measures and public acceptance after implementation. Some traffic calming devices may require maintenance that need be added to maintenance schedules.

4 Approaches to Traffic Calming Measures

Traffic calming measures are implemented to address issues with vehicles speeding, excessive traffic volumes and neighbourhood safety. All traffic calming measures help to reduce the speed and volume of traffic to improve the safety and quality of life for residents. These measures can be classified by the following:

- a) **Horizontal Deflection**
Creates a horizontal deflection of vehicles which generally discourages short-cutting of vehicles. Examples are Bulb-out/curb extensions and traffic circles.
- b) **Vertical Deflection**
Raising a portion of a road surface can create discomfort for drivers travelling at high speeds. Both the height and steepness affect the severity of vehicle displacement. Examples are speed hump and raised crosswalk.
- c) **Obstruction**
Obstructing specific vehicle movements which are usually applied to traffic intersections. They discourage or eliminate short cutting or through traffic. Examples are semi-diverter/directional closure, diverters and right-in/right-out islands.
- d) **Signing**
Installing signage such as stop signs, slow down or maximum speed signs are not an effective traffic calming measure.

5 Process

The following process will be instituted upon receiving a traffic calming request. This ensures a consistent approach.

5.1 Step 1 – Initial Request for Traffic Calming

Requests for traffic calming and concerns are most often related to the speed of and/or the traffic volumes on a particular street in a neighbourhood.

To begin the traffic calming process, the resident(s) concern must be made in writing to the Town.

5.2 Step 2 – Collection of Data

Traffic data collection is a vital part of the process to gain an understanding of the concerns raised by the residents. This information is part of an analysis to determine the most appropriate traffic calming measure. The traffic data to be collected is as follows:

- Collision data – data for all roadway links and intersections are sourced from ICBC on request from the Town
- Average daily traffic - volumes are normally collected using standard traffic counters which are non-intrusive and deployed on the side of the roadway
- 85th percentile speed - can be picked up alone or in combination with the traffic volume information

5.3 Step 3 – Initial Screening process

The initial screening process will consider the classification of the street(s) under consideration, grade, collision history, average daily traffic volume and the defined threshold limits in the 85th percentile speed. The specific considerations include:

- Grade – if the grade of the roadway being considered exceeds 8%, then traffic calming will not be considered any further. Implementing traffic calming measures on roadways with steep grades could result in safety related issues especially under inclement weather conditions.
- Collision History – The collision history of the roadway within the past 3 years involving vulnerable road users such as cyclists and pedestrians which could have potentially been avoided with the implementation of traffic calming measures. This would be cause to advance the street through the initial screening process regardless of the volume and speed criteria. For local streets, this threshold is set at 3 collisions over a 3 year timeframe. For collectors, this threshold is set at 6 collisions over a 3 year timeframe.
- Volume on Roadway– The thresholds used for volumes upon which traffic calming could be considered are as follows:
 - local road average weekday traffic volume is greater than 1,000 vehicles per day
 - collector road average weekday traffic volume is greater than 5,000 vehicles per day
 - arterial road average weekday traffic volume is greater than 12,000 vehicles per day
- Speed on roads - The 85th percentile speed is the speed that 85 percent of the vehicles are travelling at or below. Another way of looking at this is that only 15 percent of vehicles are traveling faster than the 85th percentile speed. The threshold for consideration for traffic calming is the speed of traffic at the 85th percentile speed plus 10 km/h over the posted speed limit.

Table 1 traffic calming matrix is made up of recommended traffic calming measures and assigned threshold volumes and speeds relative to the road classification. If the data for the particular road exceeds the thresholds, then the complaint would trigger a traffic calming study.

Traffic calming should not be located on cul-de-sac roads since there can be no short cutting or volume issued due to lack of network connectivity. If speeding is an issue on cul-de-sac or long dead end roads an education program is required to inform neighbours of the street as the issues can only be created by that set of neighbours. This education could be in the form of a neighbourhood meeting and/or educational brochures identifying that speed is an issue being created by residents speeding in their own neighbourhood.

5.4 Step 4 – Initial Concepts Plan

If it is clear that the thresholds have been met, then the town will select potential traffic calming measures. Also considering safety, access, preliminary cost and traffic conditions. Depending on the extent, effect on overall traffic network and nature of the traffic calming mechanism, this will be the bases for determining if the potential traffic calming study can be done in house with staff expertise or if a traffic engineer should be hired.

Table 1 – Traffic Calming Matrix

Measures *	Arterial Rd Threshold to Trigger Traffic Calming Study:		Collector Rd Threshold to Trigger Traffic Calming Study:		Local Rd Threshold to Trigger Traffic Calming Study:		Cost*
	Volume >12,000 veh/day	Op. Speed 85 th % ile > 10+ Km/h above posted	Volume >5,000 veh/day	Op. Speed 85 th % ile > 10+ Km/h above posted	Volume > 1,000 veh/day	Op. Speed 85 th % ile > 10+ Km/h above posted	
a)Traffic Circles					✓		2-50k
b) Intersection Channelization	✓		✓		✓		>3k
c) Diagonal Diverter					✓		50-100k
d) Raised Crosswalk					✓ (school & playground zones only)		20k
e) Speed Hump(s)					✓		1-5k
f) Speed Cushion			✓		✓		5k
g) Speed Table			✓		✓		5-7k
h) Curb Radius Reduction			✓		✓		>3k
i) Right in/Right out Island	✓		✓		✓		15-50k
j) Sidewalk Extension (at intersection)					✓		5-10k
k) Raised Median Island	✓		✓		✓		15–50k
l) Bulb-out/Curb Extension	✓		✓		✓		50-100k
m) Semi- diverter/Directional Closure					✓		15-50k
n) On Street Parking			✓		✓		1- 5k
o) Centreline Painting					✓		Varies
p) Street Closure					✓		50-100k

*Typically these measures require curb and gutter to be effective. On rural roads curb and gutter (and associated drainage upgrades) may be required when implementing traffic calming.

* Costs are based on a Class D estimates

5.5 Step 5 – Presentation to Stakeholders

In order for any traffic calming project to be successful, the community must support the process and be committed to the solution that is put in place to resolve the problems being experienced.

By way of a survey and letter or open house, staff will present the purpose, objectives and implementation process of traffic calming in general. Residents and stakeholders will have an opportunity to become involved in the process, learn more about the potential traffic calming measures and to provide feedback.

Surveys will contain:

- A brief description of traffic calming, including its advantages and disadvantages;
- A survey question asking if residents are in favour, opposed or neutral to the implementation of traffic calming measures in the identified location(s);
- The preferred traffic calming design; and
- A request for comments and feedback.

In order for the process to continue, staff requires the support of 75% of the residents and stakeholders who stand to be affected by the change. This reinforces that community support is vital for the ultimate success for traffic calming. Stakeholders shall include emergency services and transit.

5.6 Step 6 – Second Open House

Once the plan is completed a second open house may be held to present the plan. Residents and stakeholders will be asked if they support the plan presented. If necessary, consideration of modifying the plan to address additional problems or issues raised by the residents and stakeholders will be completed.

5.7 Step 7 – Council Approval

Based upon feedback from residents and stakeholders and in consideration of the evaluation exercise, staff will present the final plan to council for approval and funding.

The implementation of the plan is subject to budget approval and staff resources. Residents and stakeholders will be notified in writing of council decision and next steps.

5.8 Step 8 - Installation

The design of the various devices should be prepared according to the Transportation Association of Canada and Institute of Traffic Engineers' "*Canadian Guide to Neighbourhood Traffic Calming (1998)*".

A phased approach to installation may not be effectual, as traffic calming measures should be implemented all at once to ensure maximum safety, acceptance and compliance. Temporary or partially completed installations can create liability issues and/or maintenance problems. If funding is an issue, economical or more cost effective facilities can be utilised (e.g.: soft landscaping within the traffic circle) but the intention should be to install the measures as permanent fixtures rather than temporary.

The data that was collected on the subject area prior to initializing the traffic calming study represents the baseline information. Subsequent data results should be compared 6 months and 1 year respectively, after completion of the installation of the devices, to ensure the desired effect was achieved.

6 Conclusion

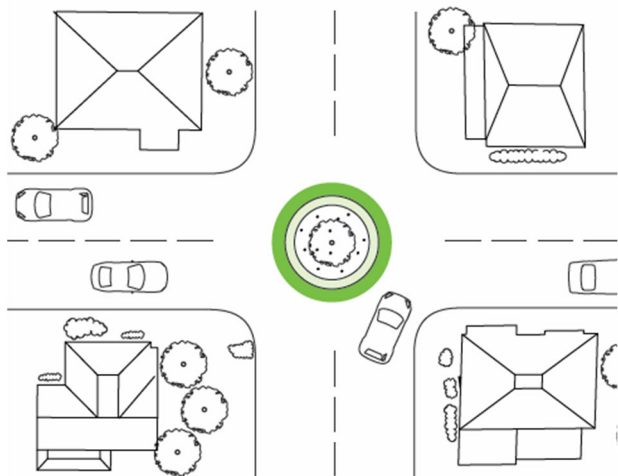
In order to streamline the decision making process for the Town of Comox, the aforementioned traffic calming steps should be followed when determining the necessity for enhanced safety measures. In order to maintain consistent and efficient process, these steps will ensure that the Town has the tools to implement a traffic calming measure where and when appropriate. As many individuals have their own perceptions regarding the need for traffic calming measure on a street, the previous steps will allow for the study to be based on the reality, as well as consider all potential impacts that these measures will have on all the road users.

Appendix A: Types of Traffic Calming

1 Traffic Calming Measures Considered

a) Traffic Circle

Traffic circle is a raised island located in center of intersection which requires vehicles to travel through the intersection in a counter clock wise direction.



Advantages	Disadvantages
<ul style="list-style-type: none">• Can reduce vehicle speed by 6-10 km/h in vicinity of circles (most effective in reducing speed when several are used in a series)• Reduces vehicle volume slightly (some jurisdictions have reported reductions of 10-20%)• Reduces number of conflict points at intersection by 82%• Enhances aesthetics with landscaping	<ul style="list-style-type: none">• Maybe inappropriate on major emergency response routes as delays emergency vehicles 5 to 8 sec.• Difficult for emergency vehicles and trucks to turn left• May require removal of some on-street parking (prohibiting parking for 9 m from intersection recommended)• Requires ongoing maintenance of landscaping

b) Intersection Channelization

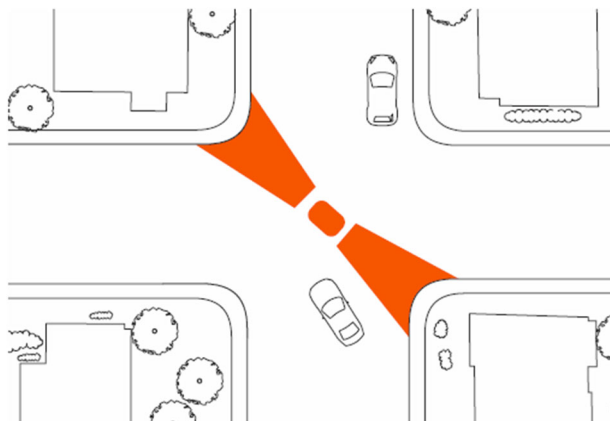
Intersection channelization is raised islands located at an intersection, which is designed to obstruct specific movements and direct traffic through an intersection. Must involve an assessment by a Traffic Engineer regarding effect to overall traffic network.



Advantages	Disadvantages
<ul style="list-style-type: none"> Creates pedestrian refuge which could increase pedestrian safety and shorten distance exposed vehicles Treatment that is intended to reduce short-cutting 	<ul style="list-style-type: none"> Restrictive for larger vehicles and emergency vehicles Adversely affects snow removal and other maintenance programs Good illumination levels are required

c) Diagonal Diverter

A divider is a physical raised barrier placed diagonally across 4-way intersection to create 2 unconnected intersections. The barrier forces traffic to turn and prevents traffic from proceeding straight through the intersection. Gaps can be incorporated in the design for pedestrians, wheelchairs and bicycles and can be mounted by emergency vehicles. Must involve an assessment by a Traffic Engineer regarding effect to overall traffic network.



Advantages	Disadvantages
<ul style="list-style-type: none"> Can reduce vehicle speed slightly within immediate vicinity of measure (approximately 61-91 m) Can reduce vehicle volume by 20-70% (typically 35%) Reduces crash potential by eliminating conflicting traffic movement Lesser impact on traffic circulation in comparison to street closure Enhances aesthetics with landscaping 	<ul style="list-style-type: none"> Traffic may be diverted to surrounding neighborhood roadways May inconvenience local residents in accessing their homes Delays emergency service vehicles Drainage and icing may prove a problem Good illumination levels are required

d) Raised Crosswalk

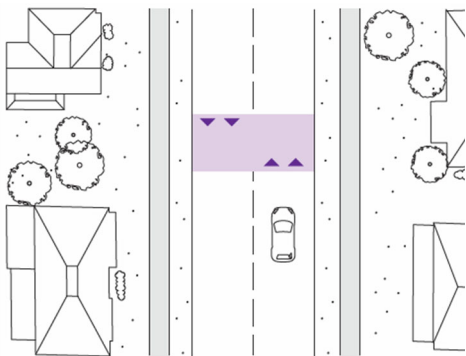
Marked pedestrian crossings elevated 7.6 to 15.2 cm above street grade at intersections or mid-block and can be at level with curb (about 15.2 cm above street). Raised crosswalks often have same profile as speed tables. Most effective with curb extensions

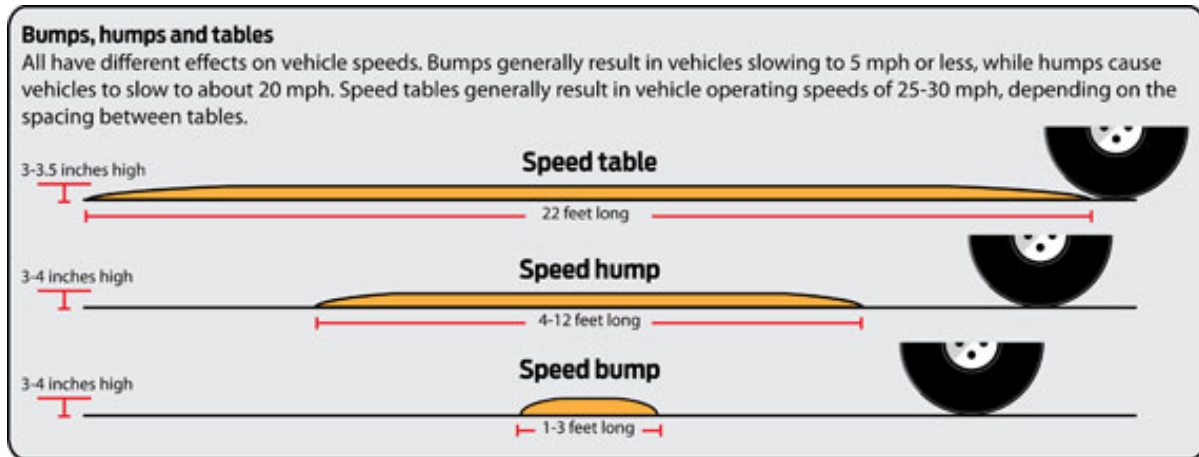


Advantages	Disadvantages
<ul style="list-style-type: none"> • Can reduce vehicle speed by about 10 km/h • Can reduce vehicle volume by about 12% • Improves visibility for pedestrians • Provides enhanced safety for pedestrians 	<ul style="list-style-type: none"> • Negative impact on emergency response services • Traffic may divert to surrounding neighborhood roadways • Requires more maintenance • Increased time and cost necessary for snow removal • Drainage may be a concern (catch basin should be installed on uphill side of raised crosswalk) • May produce noise concerns from adjacent residents due to braking and acceleration

e) Speed Hump:

Speed humps are rounded raised areas placed on the roadway. They are designed to discourage motor vehicle drivers from travelling at excessive speeds. The profile of a speed hump can be circular, parabolic, or sinusoidal. They typically are 7.6-10.2 cm high and 1.2-3.7 m long (speed bumps in contrast are 0.3-0.9 m long)





Advantages	Disadvantages
<ul style="list-style-type: none"> • Speed humps are relatively inexpensive • Relatively easy for bicycles to cross • Very effective in slowing travel speeds • Tapered at the curb on each end to allow for unimpeded drainage • Available in pre-constructed form 	<ul style="list-style-type: none"> • They cause a 'rough ride' for all drivers including cyclist • Negative impact on emergency response services • May cause increase noise

f) Speed Cushion:

A cushion is a series of 3-4 "humps" spaced across roadway that permits wide axle emergency vehicles to pass without slowing (typically 7.6 cm high, 1.82 m wide, and 2.1-4.3 m in length)



Advantages	Disadvantages
<ul style="list-style-type: none"> • Reduce vehicle speed • Can reduce vehicle volumes • No restrictions on on-street parking • Requires minimum maintenance • Does not restrict access to residents • Minimal impact to emergency response times 	<ul style="list-style-type: none"> • May divert traffic to parallel streets that do not have traffic calming measures • Increase in noise in the vicinity of the cushions

g) Speed Table:

A table is a raised hump in roadway with flat top and ramps on either end, typically 6.7m long. Are typically long enough for the entire wheelbase of a passenger car to rest on the flat section. Their long flat fields, plus ramps that are sometimes more gently sloped than speed humps, give speed tables higher design speeds than speed humps. Speed tables are easier to construct than speed humps and generally have higher neighborhood acceptance.



Advantages	Disadvantages
<ul style="list-style-type: none"> • Relatively inexpensive to install and maintain (cost increases with size, therefore speed table is most expensive) • Reduces vehicle speed and volume 	<ul style="list-style-type: none"> • Increased time and cost necessary for snow removal • Noise from acceleration and deceleration • Traffic may divert to surrounding neighborhood roadways • Avoid on major transit routes • Drainage may be a concern • Should not be installed on grade exceeding 8% or curves unless radius is greater than approximately 91 m • Should not be placed within 76 m of a signalized intersection • Negative impact on emergency response services, snow and road maintenance

h) Curb Radius Reduction

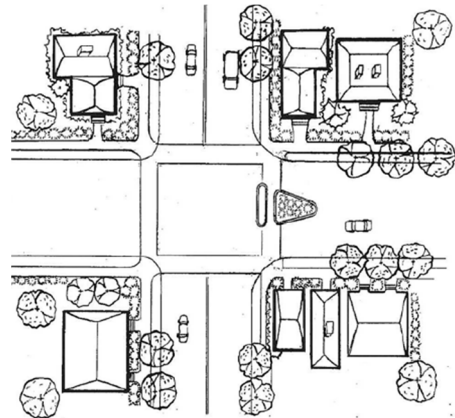
The reduction of the radii of street corners, typically 3.0 m to 5.0 m range. The radius of street corners affects traffic turning speeds as a tighter radius forces drivers to reduce speed.



Advantages	Disadvantages
<ul style="list-style-type: none"> • Expand the intersection corner to reduce the crossing distance for pedestrians • Improve motorist visibility of pedestrians • Reduce the speeds of turning vehicles, which can reduce the likelihood and consequences of a collision with a pedestrian 	<ul style="list-style-type: none"> • Not recommended for primary emergency vehicles, truck or transit routes

i) Right-in/Right-out Island

A right-in/right-out island is a raised triangular island at an intersection approach which obstructs left turns and through movements to and from the intersection, street or driveway. They are usually used to direct traffic to the nearest collector or arterial instead of cutting through the neighbourhood. It can also create refuge for pedestrians using the crosswalks in these locations. Prior to implementation a Traffic Engineer is required to review the intersection to ensure there is no adverse effect on adjacent traffic patterns and road network.



Advantages	Disadvantages
<ul style="list-style-type: none"> • Reduces through traffic on local street • Can improve pedestrian safety by reducing crossing distances and providing refuge areas 	<ul style="list-style-type: none"> • Little or no impact on vehicle speed • Does not reduce vehicle volume on major street • Restricts resident access • Traffic may be diverted to surrounding neighborhood roadways • Negative impact on emergency response services

j) Sidewalk Extension (at intersection)

A sidewalk extension is the continuation of the sidewalk across a local street intersection. A “raised” sidewalk extension continues at its original elevation, with the local roadway raised to the level of the sidewalk at the intersection. For an “un-raised” sidewalk extension the sidewalk is adjusted to the level of the road.



Advantages	Disadvantages
<ul style="list-style-type: none"> • Favorable for intersections with substantial pedestrian activity 	<ul style="list-style-type: none"> • Can create surface drainage concerns • Maintenance issues for snow plowing • May hamper turning movements causing traffic “back-ups” and possible collisions

k) Raised Median Island (Pedestrian Refuge)

Narrow islands at mid-block or intersection between travel lanes with breaks in curbing/landscaping for pedestrians. Median islands should be 1.8-2.4 m wide to comfortably accommodate pedestrians, and at least about 3.7 m long (preferably about 6.1 m)

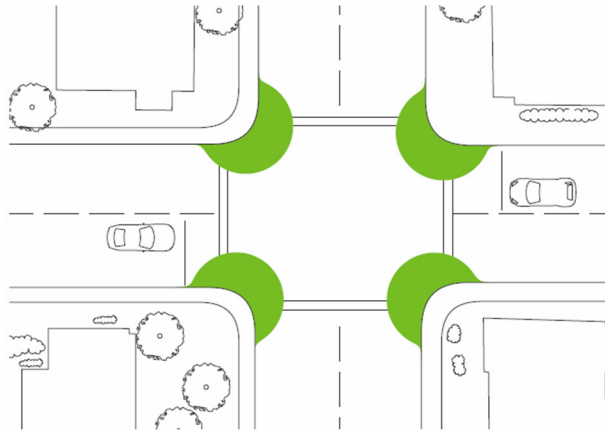


Advantages	Disadvantages
<ul style="list-style-type: none"> • Can reduce vehicle speed by 2-8 km/h (typically 3-5 km/h), especially when median islands result in roadway narrowing • Separate opposing vehicle travel lanes and prevent passing movements • Provide a safe in-between refuge for pedestrians as they make their way across the street, split up a lengthy curb- to- curb distance. • Can be used on curves to prevent vehicles from swinging wide at excessive speeds 	<ul style="list-style-type: none"> • May require removal of on-street parking to create room for median • May restrict access to driveways from one direction • May require curbing at road edges to confine vehicles to narrowed traffic lanes • Snow removal within pedestrian refuge areas may prove difficult and experience delays

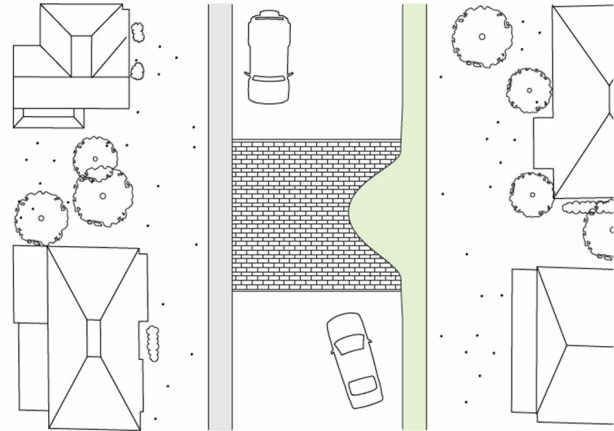
l) Bulb-out/Curb Extension

A curb extension is a horizontal intrusion of expanded area of curbing that extend across parking lane and may narrow at travel lane (at intersection of mid-block) with the primary purpose of speed reduction.





Intersection

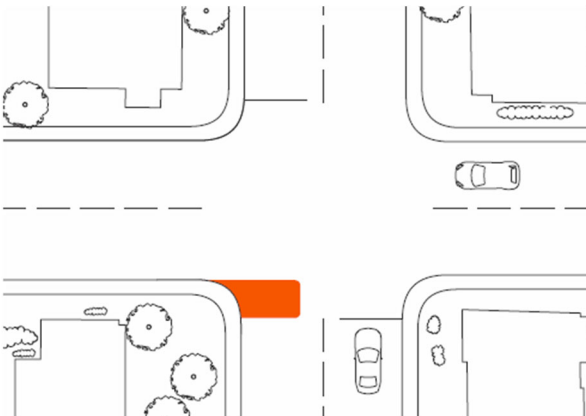


Mid-block

Advantages	Disadvantages
<ul style="list-style-type: none"> • Can reduce vehicle speed up to 2-3 km/h (and even up to 8 km/h when travel lanes are significantly reduced) • Improves pedestrian safety (reduces crossing distance) • prevents illegal parking close to intersections 	<ul style="list-style-type: none"> • Reduces on-street parking • May be difficult to accommodate full bicycle lanes • Drainage may be a concern • Negative impact on emergency response services

m) **Semi-diverter/Directional Closure**

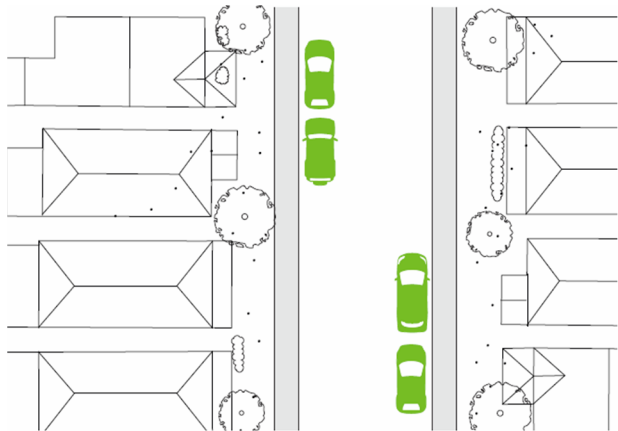
A physical barrier can be curb extension or vertical barrier that extends to proximately the centreline of a street, effectively obstructing one direction of traffic.



Advantages	Disadvantages
<ul style="list-style-type: none"> • Can reduce vehicle speed by 3-8 km/h • Can reduce vehicle volume by 40-60% • Reduce cut-through traffic without restricting bicycle and pedestrian access • Enhances aesthetics with landscaping 	<ul style="list-style-type: none"> • Traffic may be diverted to surrounding roadways • Could be violated especially in late evening and on low-volume streets • Negative impact on emergency response services • Not on transit streets • Reduces access for residents

n) On-Street Parking

On- street parking is the reduction of the roadway width for vehicle movement by allowing vehicles to park adjacent and parallel to the curb.



Advantages	Disadvantages
<ul style="list-style-type: none"> • Reduces vehicle speed if roadway is less than 9.0 m and effective width of roadway is reduced. If one half or more of block face is not parked out, on-street parking is unlikely to reduce speed • Parked vehicles provide buffer between traffic and pedestrians on sidewalks 	<ul style="list-style-type: none"> • May reduce visibility of pedestrians and vehicles to each other • Negative impact on emergency response services • Not to be applied to roads with ≤ 6.0 m paved width

o) Centreline Painting

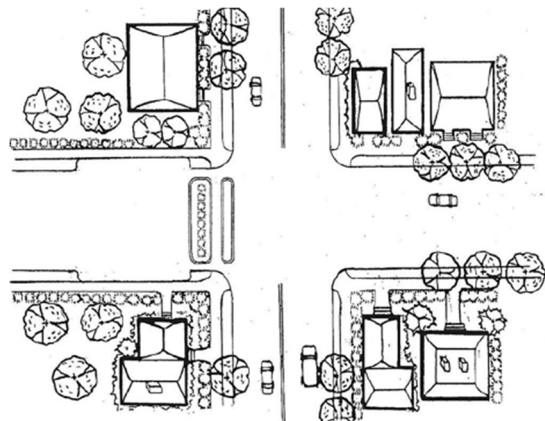
Painting a centreline can reduce the width of the travel portion of a lane. Usually used on roads 9.0 metre wide or less. Narrow lanes provide a feeling of constraint and encourage drivers to reduce their speed. Lanes can either be visually narrowed by adding a painted median, but these may be less effective than centre islands with raised curbs and landscaping, since vehicles can traverse a painted island.



Advantages	Disadvantages
<ul style="list-style-type: none"> • Encourages drivers to slow down due to perception of the road narrowing • Delineates the traffic • Traffic lines do not slow emergency vehicles • Painted lines is relatively easy and low-cost to install and modify. 	<ul style="list-style-type: none"> • Painted lines are easy for drivers to cross and disobey • Roads without paint lines allow drivers to assume they can use the entire road, which results in higher speeds • Removal of pre-existing traffic lines in order to change the configuration may leave unsightly scars on the pavement surface

p) Street Closure

A closed roadway is a barrier extending the entire width, which obstructs all motor vehicle traffic movement from continuing along the roadway. Gaps can be provided for cyclists and they are typically passable by emergency vehicles.



Advantages	Disadvantages
<ul style="list-style-type: none"> • Eliminates all cut-through traffic • May reduce vehicle speeds (especially if dead-end street is less than 122 m in length) • May reduce vehicle volume • Enhances aesthetics with landscaping 	<ul style="list-style-type: none"> • Obstruct emergency service access • Restrict resident access • Adversely affects snow and road maintenance program • Creates issues regarding turn-around and may result in complaints due to repetitive use of private driveways for this purpose

2 Traffic Calming Measures Not Considered

a) Raised intersections

Raised intersections are not readily visible to motorists and other roadway users. Consequently, their effect on vehicle speeds and traffic volumes are minor. Expensive to retrofit raised intersections on existing roadways.

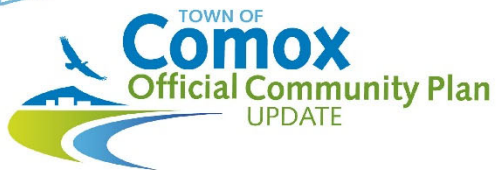
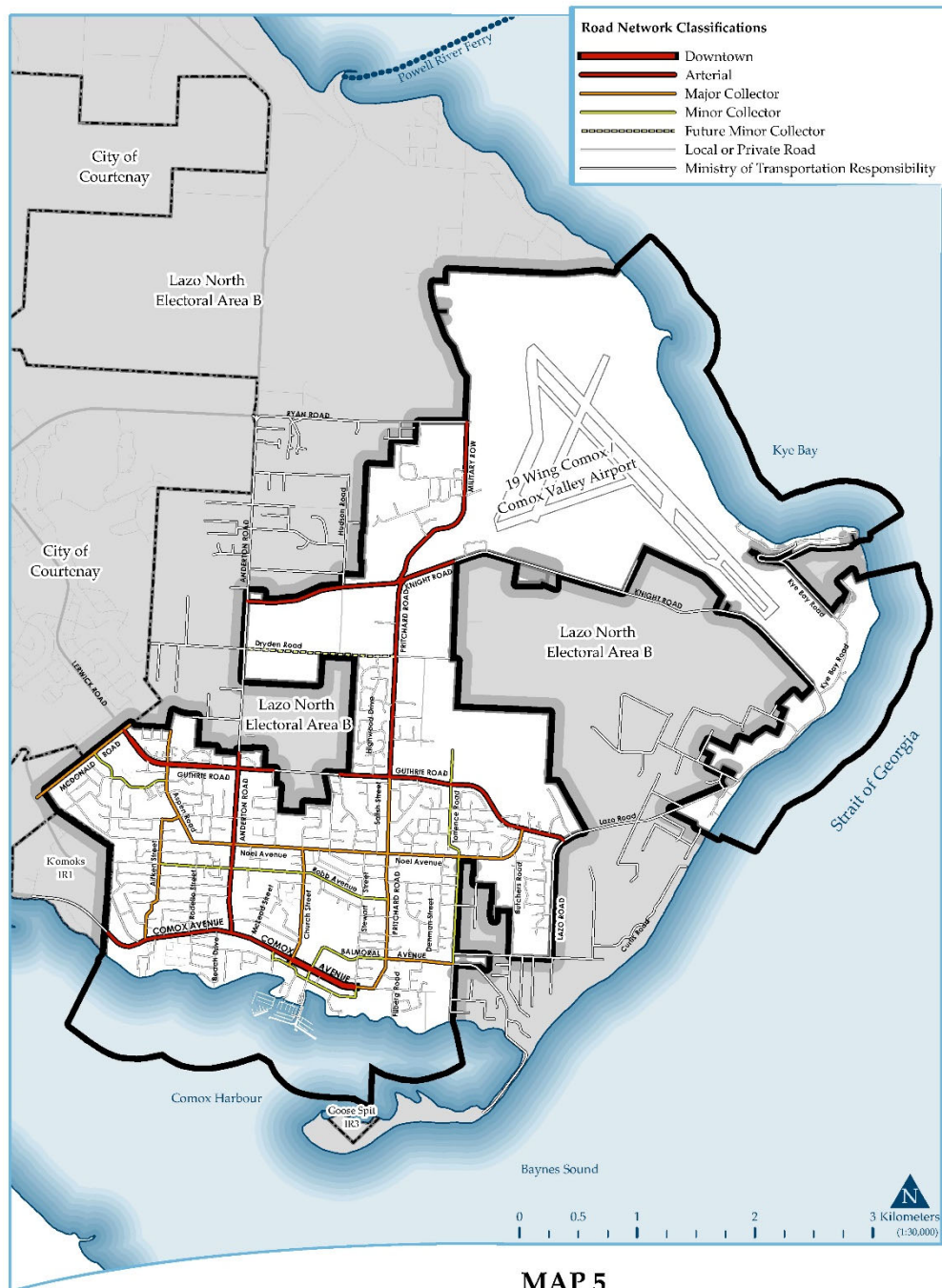
b) Rumble Strips

Rumble strips are effective when used to alert motorists to the presence of a stop sign, crosswalk, reduce speed zone or potentially hazardous situation. It is not a common traffic calming measure and creates additional noise for nearby residents.

c) Chicanes

Chicane is a series of curb extensions on alternating side of the roadway, which is to narrow the road and require drivers to steer in an “S” pattern from one side of the road to the other. One lane chicanes have been successful at reducing vehicle volumes and speeds. They have a higher operational and maintenance costs especially for snow clearing and street sweeping.

Appendix B – OCP Map 5 – Road Network Classifications



MAP 5 Road Network

February 2011

map created 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),
WiTS (Wildlife Tree Stewardship Program) 2009,
BC Nature and Community Mapping Network.

MAP 5: ROAD NETWORK