



# City of PARKSVILLE

PO Box 1390, 100 E. Jensen Avenue, Parksville, BC V9P 2H3  
Telephone: (250) 248-6144 Fax: (250) 248-6650  
www.parksville.ca

## SPECIAL COUNCIL MEETING AGENDA

MONDAY, JULY 6, 2009 - 6:00 P.M.

### 1. ADOPTION OF MINUTES

- a) of the Public Hearing held June 15, 2009 – Pages 1 to 2  
"Official Community Plan Amendment Bylaw, 2009, No. 1370.11", "Zoning and Development Amendment Bylaw, 2009, No. 2000.73" and "Zoning and Development Amendment Bylaw, 2008 No. 2000.74"

**Recommendation:** *THAT the minutes of the Public Hearing held June 15, 2009 be adopted.*

- b) of the regular meeting of Council held June 15, 2009 - Pages 3 to 6

**Recommendation:** *THAT the minutes of the regular meeting of Council held June 15, 2009 be adopted.*

- c) of the special meeting of Council held June 22, 2009 - Pages 7 to 8

**Recommendation:** *THAT the minutes of the special meeting of Council held June 22, 2009 be adopted.*

### 2. APPROVAL OF AGENDA

### 3. PRESENTATIONS

### 4. DELEGATIONS

- a) Bob Hawkes - Parksville Curling Club - Page 9  
*Application for temporary change to liquor licence to enlarge licence area to include concourse.*

### 5. UNFINISHED BUSINESS

### 6. CORRESPONDENCE

### 7. DISCUSSION RELATED TO DELEGATIONS OR CORRESPONDENCE

## 8. REPORTS

### a) Committee of the Whole - June 22, 2009 - Pages 10 to 11

(1) Director of Finance - Amendment to 2009 Requirements for Revenue Policy Disclosure

*The provincial government made changes to the Community Charter with respect to revenue policies and disclosure. The new requirements for 2009 and beyond require explicit objectives and policies in the Financial Plan about the budgeted proportion of City revenue to come from various revenue sources, the distribution of our property tax revenue among the various property classes, and the City's policies with regards to the use of permissive tax exemptions. At the April 22, 2009 Council meeting, council approved the April 15 report of the Director of Finance which outlined the new requirements. Council however, did not discuss or establish their objectives as required, so the objectives and policies have not yet been established. Appendix 1 attached entitled "Objectives and Policies for Revenue Sources, Tax Classes, and Permissive Tax Exemptions" contains a set of objectives and policies for Council to consider and discuss based on past practice and new Council initiatives.*

**Recommendation: THAT the report from the Director of Finance dated June 15, 2009 regarding an Amendment to the 2009 Requirements for Revenue Policy Disclosure be received;  
AND THAT the set of Objective and Policies relating to the City of Parksville's source of revenues, taxation classes and permissive tax exemptions as detailed in Appendix I attached to the above report from the Director of Finance be approved;  
AND FURTHER THAT staff be directed to bring forward for Council's approval an amendment to the "Five Year Financial Plan Bylaw, 2009 – 2013, No. 1451" to add Appendix I as a schedule to the bylaw.**

(2) Manager of Engineering - Information Report on the State of Municipal Infrastructure

*The Engineering and Operations Department would like to inform Council of the 2008 State of Municipal Infrastructure Report prior to publishing it on the City's Web Page.*

**Recommendation: THAT the report from the Manager of Engineering entitled "State of Municipal Infrastructure - Annual Review" be received by Council for information and published on the City's Web Page.**

(3) Communications Officer - Logo Identity and Branding for the City of Parksville

*To replace the existing "P" logo with a new branding identity for the City of Parksville. The new logo would be phased in over the next few months; at which time residents will begin to see the new design and identity on City of Parksville advertisements, print materials, new vehicles, clothing and other graphic identifiers.*

**Recommendation: THAT the report from the Communications Officer dated June 16, 2009, regarding logo identity and branding for the City of Parksville be received;  
AND THAT Council direct staff to discontinue using the current "P" logo and approve the use of the new City of Parksville logo proposed in the report from the Communications Officer dated June 16, 2009;  
AND FURTHER THAT staff be directed to develop a graphics standards manual and implement graphics standards in the use of the new logo.**

(4) Director of Community Planning - Community Tourism Program Funds - Vehicular Way-Finding Signs

*The goal of this report is to provide Council with information respecting the implementation of a comprehensive vehicular way-finding signage system for the City of Parksville. Council requested that Staff obtain an estimate of the proposed tourism grant sign for Highway 4A (Alberni Highway).*

**Recommendation: THAT the report from the Director of Community Planning dated June 11, 2009 regarding Community Tourism Program Funds – Vehicular Wayfinding Signage be received for information;  
AND THAT Council direct Staff to proceed with the implementation of a combination signage system where 'Type 1' signage will be used at community entry points and 'Type 2' signage will be used to identify the downtown core using existing Union of British Columbia Municipalities Community Tourism Program funds.**

(5) Director of Community Planning - Consideration of Permitting Business Names on Downtown Banners

*The Downtown Business Association provides banners for use in the downtown core. The cost of the banners is rising and the number of banners required has increased with the increased development in the municipality. In order to continue to provide banners the Downtown Business Association is requesting assistance to supplement their budget.*

**Recommendation: THAT the report from the Director of Community Planning dated June 15, 2009 regarding the consideration of permitting business names on downtown banners be received;  
AND THAT Council approve the Downtown Business Association's request to enter into a corporate sponsorship with downtown business owners who wish to provide banners and have their name appear on the banners.**

(6) Director of Community Planning - Implementation of an Accessibility Upgrade Incentive Program

*Council has requested that staff develop a program to provide rebates for accessibility upgrades for owners existing or new buildings.*

**Recommendation: THAT the report from the Director of Community Planning dated June 11, 2009 regarding the implementation of an accessibility upgrade incentive program be received;  
AND THAT the proposed accessibility upgrade incentive program be referred to Parksville's Measuring Up Committee for comment;  
AND FURTHER THAT upon receipt of comment that a subsequent Staff report be prepared further advising Council on the implementation of accessibility upgrade incentive program.**

(7) Director of Community Planning - Implementation of Updated Home Based Business Regulations

*Follow-up report on considering 'housekeeping amendments' to the home occupations regulations in order to keep the regulations current and provide greater clarity.*

**Recommendation: THAT the report from the Director of Community Planning dated June 11, 2009 regarding the implementation of updating the home occupations regulations be received;**

**AND THAT staff prepare an amendment bylaw to amend Zoning and Development Bylaw, 1994, No. 2000 in order to update the home occupations regulations.**

- (8) Director of Community Planning - Development Permit [1480 Industrial Way]  
*On March 25, 2009, the City received a development permit application from Timberlake-Jones Engineering on behalf of the owners of the property. The applicant requests the issuance of a development permit to permit the extension of the storage facility with 16 additional mini storage buildings. The subject property is fronted by Industrial Way to the south and backs onto Island Highway 19A. The balance of land use adjacencies are comprised of both developed industrial properties and vacant land.*

**Recommendation: THAT the report from the Director of Community Planning dated June 9, 2009 for the issuance of a Development Permit at 1480 Industrial Way be received;  
AND THAT a Development Permit be issued to B.G.R. HOLDINGS INC., (INCORPORATION NO. 329774) to permit 16 additional mini storage buildings and implementation of the overall site plan on Lot 2, Block 564, Nanoose District, Plan 42530 (1480 Industrial Way);  
AND FURTHER THAT a landscaping bond in the amount of \$2,740.00 be received prior to the issuance of the permit.**

- b) Accountant - Review of Letters of Credit Policy No. 6.4 - Pages 12 to 18  
*The City of Parksville accepts letters of credit from developers and contractors to cover landscaping, onsite and offsite services, and contract holdbacks. Letters of Credit Policy No. 6.4 sets the standards that such letters of credit are required to meet. Over time this policy has become outdated. Actual practice now includes procedures that do not appear in the policy.*

**Recommendation: THAT the report from the Accountant dated June 16, 2009 regarding the review of Letters of Credit Policy No. 6.4, be received;  
AND THAT the amended "Letters of Credit Policy No. 6.4" as attached to the report from the Accountant, dated June 16, 2009, be approved.**

- c) Director of Community Planning - Consideration of City Policy with Respect to Affordable Housing - Pages 19 to 21  
*On May 20, 2009 Council adopted the following resolution:  
"09-123(3) THAT staff be directed to prepare a policy which permits the waiving of development permit and building permit application fees associated with applications for developments [or that portion thereof] intended to provide affordable housing, that meets the City's definition of affordable housing;  
AND THAT staff prepare a bylaw for the purpose of implementing the development cost charge waivers that are permissible under Section 933.1 of the Local Government Act.*

CARRIED."

*Both of these items are on this agenda.*

**Recommendation: THAT the report from the Director of Community Planning dated June 25, 2009 be received;  
AND THAT Council adopt the policy which permits the waiving of development permit and building permit application fees associated with applications for developments [or that portion thereof] intended to provide affordable housing [which meets the City's definition].**

- d) Director of Community Planning - Unsightly Lots [715, 722, 723 and 746 Doehle Avenue] - Page 22 to 24

*These 4 vacant properties owned by the same company have been the source of complaints regarding overgrown grass and weeds for the past 3 years. Staff are following Council Policy 3.14 and Property Maintenance Bylaw, 2003, No. 1383 in attempting to gain compliance from the property owner.*

**Recommendation: THAT if Council is not satisfied with the explanation, or if there is no explanation from the above property owner, Council may direct Staff to proceed with direct enforcement by giving the owner and/or occupier written notice of ten (10) days from the date of this Council meeting to clean up the property themselves;**

**AND THAT the notice advises of specific clean up requirements, indicate the specific area requested to be cleaned up, and the consequences if the requested work is not completed;**

**AND FURTHER THAT at the expiration of the ten (10) days following delivery of the notice, if clean up has not been completed, either City Staff or a private contractor shall undertake the specified clean up and expenses incurred shall be listed with an invoice directed to the registered owner. If such expenses are not paid by the end of the current year, the cost will be added to the property taxes pursuant to Sections 64 and 258 of the Community Charter.**

- e) Director of Community Planning - Consideration for Temporary Change to the Liquor Licence for the Parksville Curling Club [193 Island Hwy East] - Pages 25 to 35

*The terms of the Liquor Primary Club licence makes it necessary for the Curling Club (which is located in the Community Park) to apply for temporary changes to their licence to accommodate bonspiels and special events.*

**Recommendation: THAT Council advise the Liquor Control and Licensing Branch that Council has no objection to the application for temporary expansion of the licensed area and change of hours for the Parksville Curling Club, for the arena building on Parcel B, except Plan 29279 and VIP52582 Parcel B DD349031 (193 Island Highway East).**

- f) Deputy Corporate Administrator - Appointment of Bylaw Enforcement Officer in Accordance with Section 264 of the Community Charter - Pages 36 to 52

*"City of Parksville Bylaw Enforcement Officer Bylaw, 1991, No. 2073", the Police Act and the Community Charter all provide for the appointment, from time to time, of a Bylaw Enforcement Officer and it has come to the City's attention that the current Bylaw Compliance Officer has not been officially appointed as the City's "Bylaw Enforcement Officer".*

**Recommendation: THAT the report from the Deputy Corporate Administrator dated June 26, 2009 entitled "Appointment of Bylaw Enforcement Officer in Accordance with Section 264(1)(b) of the Community Charter", be received;**

**AND WHEREAS Section 264 of the Community Charter provides for the designation from time to time of a Bylaw Enforcement Officer;**

**AND WHEREAS Section 2 of City of Parksville Bylaw Enforcement Officer Bylaw, 1991, 1073 provides for the appointment, from time to time, of a Bylaw Enforcement Officer;**

**NOW THEREFORE the Municipal Council of the City of Parksville hereby appoints Aaron Dawson as Bylaw Enforcement Officer, in accordance with Section 264(1)(b) of the Community Charter to investigate and enforce all municipal bylaws for the term of his employment as "Bylaw Compliance Officer" with the City of Parksville.**

g) Deputy Corporate Administrator - Review of Corporate Policy Manual Section 9 - Fire Department Policies - Pages 53 to 60

*The review of the City's Policy Manual is a project that has been identified by the Administration Department as one that needs to be done. We have found that many of the City's policies are outdated, have become redundant by more recent programs and bylaws or need to be replaced. The purpose of this report is to examine and make recommendations regarding the policies contained in the emergency section of the Corporate Policy Manual applicable to the Fire Department.*

**Recommendation: THAT the report from the Deputy Corporate Administrator dated June 24, 2009 entitled "Review of Corporate Policies Applicable to the Fire Department", be received;**

**AND THAT the following Corporate Policies remain current:**

- a) 9.1 Auto Extrication Rescue Calls
- c) 9.6 Use of Fire Department Vehicles
- d) 9.9 Fire Safety Inspections
- e) 9.13 Alcohol Consumption at the Fire Hall

**AND THAT the following Corporate Policies be reviewed and brought forward to Council for consideration:**

- f) 9.3 Emergency/Natural Disasters and Employee Response

**AND FURTHER THAT Corporate Policy No. 9.2 "Fire Department Stipends" be amended as follows:**

**Under Purpose, add the words "and performing certain facilities and equipment maintenance, upkeep and development activities."**

**Under Policy, by replacing points 1, 2, 3 and 4 with the following:**

1. **The Fire Chief, or designate, may approve the payment of a stipend based on one working day (approximately 8 hours) for authorized activities. Authorized activities taking less than one working day, the stipend will be pro-rated at the discretion of the Fire Chief or designate.**

**Examples of authorized activities include, but are not limited to training other than regularly scheduled weekly practices, specific maintenance activities like annual hose testing, and specific facilities activities like Training Ground maintenance.**

2. **Career members of the Parkville Volunteer Fire Department are not eligible to receive a stipend.**

<b>Description</b>	<b>Stipend Amount</b>
<b>Basic Daily /Training Tech.</b>	<b>\$120.00</b>
<b>Instructor</b>	<b>\$160.00</b>
<b>Recruit</b>	<b>\$ 80.00</b>
<b>Duty Officer</b>	<b>\$200 per 24 hour period (Reference PVFD OG #5.01.05)</b>
<b>Company Officers</b>	<b>\$600 per year (including applicable benefits)</b>

h) Executive Assistant - 2009 Special Event Applications - Pages 61 to 68

*Under the provisions of the City's Special Events Policy organizations proposing to hold an event on municipal property, streets or parks are required to apply for a special events permit.*

*All events covered in the policy must be approved by Council and event organizers must fulfill the requirements outlined in the policy.*

**Recommendation: THAT the following organization be permitted use of the picnic shelter in the Community Park for a special event during the specified date and times outlined in the application form attached to the report from the Executive Assistant dated June 19, 2009 entitled "2009 Special Events Applications":**

**Sunrise Preschool "35th Anniversary" - Saturday, August 29, 2009;**

**AND THAT the following organization be permitted use of the Kite Field located in the Community Park for a special event during the specified date and times outlined in the application form attached to the report from the Executive Assistant dated June 19, 2009 entitled "2009 Special Events Applications":**

**Harris Mitsubishi "Spyder Crawl Car Show" - Sunday, July 12, 2009;**

**AND FURTHER THAT approvals for each event be granted on condition that the organizers adhere to their signed Terms and Conditions forms attached to the report from the Executive Assistant dated June 19, 2009 entitled "2009 Special Events Applications".**

- i) Chief Administrative Officer - Lease of City Owned Land to Ms. Nancy Anderson for Portion of Land [201 Pym Street] - Pages 69 to 93  
*Approval is required by Council to lease a portion of land located at Lot 1, District Lot 127, Nanoose District, Plan 37388 [201 Pym Street] to Ms. Nancy Anderson, owner and operator of Kiddie Kollege in order for her to meet new provincial requirements for outdoor daycare services.*

**Recommendation: THAT the report from the Chief Administrative Officer June 26, 2009 entitled "Lease of City Owned Land to Ms. Nancy Anderson for a Portion of 201 Pym Street", be received;**

**AND THAT the proposed lease agreement with Ms. Nancy Anderson for a portion of Lot 1, District Lot 127, Nanoose District, Plan 37388 [201 Pym Street], as outlined in red on the Schedule A attached to this report, to be used as outdoor daycare activity space, be approved for the period July 1, 2009 to June 30, 2012 at a monthly rental rate of \$125.00 and a three year mutually agreeable option to renew.**

## **9. COMMITTEE OF THE WHOLE**

**Recommendation: THAT Council resolves into the duly advertised July 6, 2009 Special Committee of the Whole meeting.**

## **10. BYLAWS**

- a) "Development Cost Charges Waiver Bylaw for Eligible Developments, 2009, No. 1448"  
- Page 94  
*To waive or reduce a development cost charge for qualifying affordable housing developments.*
- (i) **Recommendation: THAT "Development Cost Charges Waiver Bylaw for Eligible Developments, 2009, No. 1448" be read a first time.**
- (ii) **Recommendation: THAT "Development Cost Charges Waiver Bylaw for Eligible Developments, 2009, No. 1448" be read a second and third time.**

11. **NEW BUSINESS**

12. **NOTICE OF MOTION**

13. **SPECIAL BUSINESS (Closed/In Camera)**

Pursuant to Sections 90 (1) (g) of the *Community Charter* Council proceed to a closed meeting to consider an item relating to legal issues.

14. **ADJOURNMENT**

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# TO BE ADOPTED



CITY OF PARKSVILLE

JUNE 15, 2009

Minutes of the Public Hearing held in the Civic and Technology Centre, 100 E. Jensen Avenue, Parksville, BC, on Monday, June 15, 2009 at 6:00 pm

PRESENT: His Worship Mayor E. F. Mayne

Councillors: C. R. Burger  
A. R. Greir  
M. Lefebvre  
T. C. Patterson  
S. E. Powell  
C. J. Powell-Davidson

Staff: F. Manson, Chief Administrative Officer  
L. Kitchen, Deputy Corporate Administrator  
G. Jackson, Director of Community Planning  
L. Butterworth, Director of Finance  
B. Russell, Manager of Current Planning

1. Mayor Mayne called the Hearing to order at 6:00 p.m.
2. Mayor Mayne advised the purpose of the Public Hearing was to consider certain bylaws which, if adopted, will amend the "Official Community Plan Bylaw, 2002, No. 1370" and "Zoning and Development Bylaw, 1994, No. 2000", and all submissions either in writing or verbally, will be taken into consideration by the Municipal Council when the proposed bylaws are presented for third reading at a future date. The Chair introduced the bylaws on the Public Hearing agenda that will be considered concurrently.

3. **OFFICIAL COMMUNITY PLAN AMENDMENT BYLAW, 2009, NO. 1370.11**

To put in new development permit area guidelines to establish a wildfire interface management area in order to reduce the future risk of property damage from wildfires on those currently undeveloped lands that have been identified as potentially subject to high or extreme risk.

**ZONING AND DEVELOPMENT AMENDMENT BYLAW, 2009, NO. 2000.73**

To amend the general regulations section to permit urban food gardens in all zones. Urban food garden being the use of land on a limited scale for the growing, harvesting and wholesaling of fruits, vegetables and edible plants, subject to regulation.

**ZONING AND DEVELOPMENT AMENDMENT BYLAW, 2009, NO. 2000.74**

To amend the Industrial I-1 zone to permit food concession trailers on a temporary basis, up to a maximum of 180 days per calendar year.

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The Corporate Administrator advised notice of this Public Hearing was advertised by being posted on the notice board at the Parksville Civic and Technology Centre on June 5, 2009 and by being in *The News* issues of June 5<sup>th</sup> and June 9<sup>th</sup>, 2009. As proposed Official Community Plan Amendment Bylaw, 2009, No. 1370.11 and Zoning and Development Amendment Bylaw, 2009, No. 2000.73 and Zoning and Development Amendment Bylaw, 2009, No. 2000.74 are bylaw amendments affecting ten or more parcels owned by ten or more persons that would be subject to the bylaw alteration, Section 892(7) of the *Local Government Act* does not require the mailing or hand delivering of individual Public Hearing notices to any property owners or tenants.

The Corporate Administrator advised that as of June 15, 2009 no correspondence regarding the proposed bylaws had been received.

The Chair invited views and comments from persons present in the gallery who would be affected by proposed Official Community Plan Amendment Bylaw, 2009, No. 1370.11, Zoning and Development Amendment Bylaw, 2009, No. 2000.73 and Zoning and Development Amendment Bylaw, 2009, No. 2000.74.

Official Community Plan Amendment Bylaw, 2009, No. 1370.11

Zoning and Development Amendment Bylaw, 2009, No. 2000.73 & 2000.74

The Chair invited views and comments from the gallery a second time.

The Chair invited views and comments from the gallery a third time.

- 4. Before declaring the hearing adjourned, Mayor Mayne advised that Council cannot entertain further submissions or correspondence from the public on the proposed bylaws.

- 5. ADJOURNMENT

Mayor Mayne declared the Hearing adjourned at 6:12 p.m.

Certified Correct.

\_\_\_\_\_  
Chair

  
\_\_\_\_\_  
Corporate Administrator

# TO BE ADOPTED



CITY OF PARKSVILLE

June 15, 2009

Minutes of the regular meeting of Council held in the Civic and Technology Centre, 100 E. Jensen Avenue, Parksville, BC, on Monday, June 15, 2009 at 6:00 p.m.

**PRESENT:** His Worship Mayor E. F. Mayne

Councillors: C. R. Burger  
A. R. Greir  
M. Lefebvre  
T. C. Patterson  
S. E. Powell  
C. J. Powell-Davidson

Staff: F. Manson, Chief Administrative Officer  
L. Kitchen, Deputy Corporate Administrator  
G. Jackson, Director of Community Planning  
L. Butterworth, Director of Finance

## 1. PUBLIC HEARING

Lefebvre - Patterson  
09-143 THAT Council resolve into a Public Hearing for "Official Community Plan Amendment Bylaw, 2008, No. 1370.11", "Zoning and Development Amendment Bylaw, 2008, No. 2000.73" and "Zoning and Development Amendment Bylaw, 2008, No. 2000.74". CARRIED.

Time 6:00 p.m.

The Council meeting reconvened at 6:13 p.m.

Mayor Mayne delivered a statement regarding the Request for Expression of Interest for Primary Health and Urgent Care Health Care Facilities/Services approved at the June 1, 2009 meeting of Council. He advised that after circulating the document to Council members prior to the meeting, he received an updated version from VIHA containing the words "dependant on the ability to fund through current funding mechanisms" and apologized for not circulating this version to Council. He explained the addition of the phrase means a project must be funded under the normal formulas utilized by VIHA and not by setting up any special funding program for this unit. This will eliminate any EOI that may contain request for "creative" funding.

## 2. ADOPTION OF MINUTES

Lefebvre - Powell-Davidson  
09-144 THAT the minutes of the regular meeting of Council held June 1, 2009 be adopted. CARRIED.

## 3. APPROVAL OF AGENDA

Powell - Burger  
09-145 THAT the June 15, 2009 Council meeting agenda be approved. CARRIED.

4. PRESENTATIONS

- a) The Mayor presented a plaque to Marjorie Leffler in appreciation of her dedication and generous contributions toward preserving the culture and history of Parksville.
- b) The Mayor presented a plaque to the Mount Arrowsmith Ladies Auxiliary Branch #49 congratulating them on their 80<sup>th</sup> Anniversary in the City of Parksville.

5. DELEGATIONS

- a) Mehdi Naimi representing the Rough Diamonds Creative Arts Society gave a presentation to Council regarding the Young Music Festival that took place on May 30, 2009 in the Community Park. He introduced some of the people involved in that production, clarified the decision making process and discussed positive ways to collaborate in the future.
- b) Participants of the Katimavik Group gave a presentation to Council on the benefits of the Program and shared their experiences, what they have learned during the past nine months in Parksville and asked for the City's ongoing support for the Katimavik program.

Councillor Powell-Davidson left the meeting at 7:00 p.m.

- c) Kim Burden representing the Rotary Club of Parksville gave a presentation to Council outlining details of the activities planned for Canada Day 2009.

6. UNFINISHED BUSINESS - Nil

7. CORRESPONDENCE - Nil

8. DISCUSSION RELATED TO DELEGATIONS OR CORRESPONDENCE - Nil

9. REPORTS

a) Director of Finance - 2008 Statement of Financial Information

09-146 Greir - Lefebvre  
THAT Council approve the Statement of Financial Information for the year ended December 31, 2008. CARRIED.

b) Director of Community Planning - Development Variance Permit [500 Corfield Street]

Mayor Mayne inquired if there was anyone in attendance who wished to speak to the report pertaining to the Development Variance Permit for 500 Corfield Street. There was no representation from the gallery.

09-147 Greir - Patterson  
THAT the report from the Director of Community Planning dated June 10, 2009 entitled "Development Variance Permit Application – 500 Corfield Street", be received;  
AND THAT staff be directed to issue a Development Variance Permit and Development Permit Amendment to Corfield Glades Development Limited, Inc.

Inc. No. BC0817974 for the purpose of granting a Zoning Bylaw relaxation which would permit removal of the requirement for indoor recreation space on Parcel A (being a consolidation of Lots 30 and 31, see FB186963), Block 1438, Nanoose District, Plan VIP66125 (500 Corfield Street). CARRIED.

c) **Deputy Corporate Administrator - Lease Agreement for 625 Pym Street**

Burger - Greir  
09-148 THAT the lease agreement with John Dennis for the caretaker/residence at 625 Pym Street be approved for the period July 1, 2009 to June 30, 2010 at a monthly rental rate of \$900.00 per month and a one year option to renew;  
AND THAT staff be authorized to negotiate a reduced rental rate in consideration of the tenant undertaking various duties on the property to the satisfaction of the Manager of Operations. CARRIED.

d) **Deputy Corporate Administrator - Review of Special Events Applications Policy No. 8.22 and Liability Insurance Coverage Policy No. 3.3**

Patterson - Lefebvre  
09-149 THAT the report from the Deputy Corporate Administrator dated June 4, 2009 entitled "Review of Special Events Applications Policy No. 8.22 and Liability Insurance Coverage Policy No. 3.3", be tabled. CARRIED.

10. **BYLAWS** - Nil

11. **NEW BUSINESS**

Burger - Powell  
09-150 THAT Council endorse the following resolution regarding Riparian Area Protection on Private Forest Lands for submission to the Union of British Columbia Municipalities 2009 Annual Convention and a copy be sent to the Ministry of Environment and the Ministry of Forests and Range:

"WHEREAS the study of ecosystem services as they relate to water is still developing and scientists are working to understand human impacts on water and the functions of fresh-water ecosystems in storing, filtering and purifying water;

AND WHEREAS the Private Managed Forest Land Act does not impose ecosystem-based riparian regulations and permits selective harvesting to the water's edge on all water courses including fish-bearing streams and community drinking water sheds;

THEREFORE BE IT RESOLVED that the Union of BC Municipalities request the Provincial Government amend the Private Forest Management Land Act to adopt the Suzuki Foundation's recommendations for riparian reserves as defined in its publication "A Cut Above" (a no-harvest zone on each bank of the stream, two times the length of the tallest, site-specific, mature tree in width) with the goal to maintain and restore the productivity and resiliency of riparian ecosystems by maintaining along a stream or river all the biological and physical characteristics of an undisturbed forest, including both buffering and connectivity." CARRIED UNANIMOUSLY.

Councillor Powell-Davidson returned to the meeting at 7:50 p.m.

**12. NOTICE OF MOTION**

a) **Councillor Lefebvre – Accessibility**

Lefebvre - Burger  
09-151 THAT staff prepare for Council's consideration and implementation a \$20,000.00 rebate program similar to last year's low flush toilet rebate program for providing Parksville residents with a one time grant not to exceed \$1,000.00 for carrying out an accessibility project (either retro fit or new construction) using the City's accessibility check list or the City's accessibility booklet as criteria for such work over the next 12 month period. CARRIED.

b) **Councillor Patterson – Scotch Broom**

Patterson - Powell  
09-152 THAT staff be instructed to review and provide recommendations to Council for the control of Scotch Broom on all property within the City boundaries. CARRIED.

c) **Councillor Greir - Official Community Plan Review**

Councillor Greir gave notice that he will be bringing forward a motion at the June 22, 2009 Special Council meeting regarding the planned Official Community Plan review.

**13. SPECIAL BUSINESS**

Lefebvre - Burger  
09-153 THAT Pursuant to Sections 90 (1) (e) and (g) of the *Community Charter* Council proceed to a closed meeting to consider items relating to land and legal issues. CARRIED.

Time 8:09 p.m.

Council reconvened at 9:04 p.m.

**14. ADJOURNMENT**


It was moved by Councillor Lefebvre and seconded by Councillor Powell that the meeting adjourn. CARRIED.

The meeting adjourned at 9:04 p.m.

Certified Correct.

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Mayor



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Corporate Administrator

# TO BE ADOPTED

AGENDA  
COUNCIL  
JUL 06 2009  
DATE

4627.

## CITY OF PARKSVILLE

June 22, 2009

Minutes of the special meeting of Council held in the Civic and Technology Centre, 100 E. Jensen Avenue, Parksville, BC, on Monday, June 22, 2009 at 5:45 p.m.

**PRESENT:** His Worship Mayor E. F. Mayne

Councillors: C. R. Burger  
A. R. Greir  
M. Lefebvre  
T. C. Patterson  
C. J. Powell-Davidson

Staff: F. Manson, Chief Administrative Officer  
G. Jackson, Director of Community Planning  
Lucky Butterworth, Director of Finance  
B. Russell, Manager of Current Planning  
N. Gray, Planner  
A. Haywood, Recording Secretary

### 1. REPORTS

a) Chief Administrative Officer – 2008 Annual Report

Lefebvre - Greir  
09-154 THAT the 2008 Annual Report be received. CARRIED.

### 2. BYLAWS

a) "Official Community Plan Amendment Bylaw, 2009, No. 1370.11"

Lefebvre - Powell-Davidson  
09-155 THAT "Official Community Plan Amendment Bylaw, 2009, No. 1370.11" be read a third time. CARRIED.

Powell-Davidson - Burger  
09-156 THAT "Official Community Plan Amendment Bylaw, 2009, No. 1370.11" be adopted. CARRIED.

b) "Zoning and Development Amendment Bylaw, 2009, No. 2000.73"

Patterson - Burger  
09-157 THAT "Zoning and Development Amendment Bylaw, 2009, No. 2000.73" be read a third time. CARRIED.

Lefebvre - Powell-Davidson  
09-158 THAT "Zoning and Development Amendment Bylaw, 2009, No. 2000.73" be adopted. CARRIED.

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c) **"Zoning and Development Amendment Bylaw, 2009, No. 2000.74"**

09-159 Lefebvre - Greir  
THAT "Zoning and Development Amendment Bylaw, 2009, No. 2000.74" be read a third time. CARRIED.

09-160 Lefebvre - Powell-Davidson  
THAT "Zoning and Development Amendment Bylaw, 2009, No. 2000.74" be adopted. CARRIED.

**3. NOTICE OF MOTION**

a) **Councillor Greir – Official Community Plan**

*Withdrawn.*

**4. ADJOURNMENT**

It was moved by Councillor Burger and seconded by Councillor Patterson that the meeting adjourn. CARRIED.

The meeting adjourned at 5:50 p.m.

Certified Correct.

\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Corporate Officer





REQUEST TO APPEAR

TO BE HELD MONDAY - July 6, 2009 AT 6<sup>00</sup> P.M.  
Day Date

NAME OF PERSON MAKING PRESENTATION: BOB HAWKES  
[Please print]

NAME OF APPLICANT IF OTHER THAN ABOVE: MAURICE TIEULIE  
[Please print]

NAME OF ORGANIZATION [if applicable]: PARKSVILLE CURLING CLUB

Mailing address: Box 1624, Parksville, BC V9P 2H5

Phone: 250-248-3765 Fax: 250 248 3765  
[Business] [Home]

DETAILS: [Please provide complete information on the nature of your presentation. If applicable, provide one set of submission documents in letter sized format for photocopying purposes. All requests and documentation must be received by the Administration Department by twelve noon on the Tuesday prior to the meeting date for consideration. Delegation requests that do not meet the criteria of *Delegations and/or Presentations to Council or Committee Policy 2.22* will not be processed.]

Application for temporary change to  
liquor licence to enhance licence area  
to include concourse

June 23, 2009

**REPORT TO:           MAYOR AND COUNCIL**

**FROM:                COMMITTEE OF THE WHOLE**

**SUBJECT:             JUNE 22, 2009 MEETING RECOMMENDATION**

---

The following items were considered by the Committee of the Whole at its special meeting held Monday, June 22, 2009:

**RECOMMENDATIONS**

(1)    **Director of Finance - Amendment to 2009 Requirements for Revenue Policy Disclosure**

**THAT** the report from the Director of Finance dated June 15, 2009 regarding an Amendment to the 2009 Requirements for Revenue Policy Disclosure be received;  
**AND THAT** the set of Objective and Policies relating to the City of Parksville's source of revenues, taxation classes and permissive tax exemptions as detailed in Appendix I attached to the above report from the Director of Finance be approved;  
**AND FURTHER THAT** staff be directed to bring forward for Council's approval an amendment to the "Five Year Financial Plan Bylaw, 2009 – 2013, No. 1451" to add Appendix I as a schedule to the bylaw.

(2)    **Manager of Engineering - Information Report on the State of Municipal Infrastructure**

**THAT** the report from the Manager of Engineering entitled "State of Municipal Infrastructure - Annual Review" be received by Council for information and published on the City's Web Page.

(3)    **Communications Officer - Logo Identity and Branding for the City of Parksville**

**THAT** the report from the Communications Officer dated June 16, 2009, regarding logo identity and branding for the City of Parksville be received;  
**AND THAT** Council direct staff to discontinue using the current "P" logo and approve the use of the new City of Parksville logo proposed in the report from the Communications Officer dated June 16, 2009;  
**AND FURTHER THAT** staff be directed to develop a graphics standards manual and implement graphics standards in the use of the new logo.

(4)    **Director of Community Planning - Community Tourism Program Funds - Vehicular Way-Finding Signs**

**THAT** the report from the Director of Community Planning dated February 20, 2009 regarding design development of downtown revitalization details be received for information.

(5) **Director of Community Planning - Consideration of Permitting Business Names on Downtown Banners**

**THAT** the report from the Director of Community Planning dated June 15, 2009 regarding the consideration of permitting business names on downtown banners be received;

**AND THAT** Council approve the Downtown Business Association's request to enter into a corporate sponsorship with downtown business owners who wish to provide banners and have their name appear on the banners.

(6) **Director of Community Planning - Implementation of an Accessibility Upgrade Incentive Program**

**THAT** the report from the Director of Community Planning dated June 11, 2009 regarding the implementation of an accessibility upgrade incentive program be received;

**AND THAT** the proposed accessibility upgrade incentive program be referred to Parkville's Measuring Up Committee for comment;

**AND FURTHER THAT** upon receipt of comment that a subsequent Staff report be prepared further advising Council on the implementation of accessibility upgrade incentive program.

(7) **Director of Community Planning - Implementation of Updated Home Based Business Regulations**

**THAT** the report from the Director of Community Planning dated June 11, 2009 regarding the implementation of updating the home occupations regulations be received;

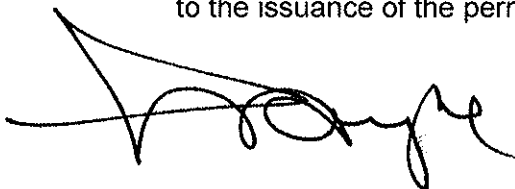
**AND THAT** staff prepare an amendment bylaw to amend Zoning and Development Bylaw, 1994, No. 2000 in order to update the home occupations regulations.

(8) **Director of Community Planning - Development Permit [1480 Industrial Way]**

**THAT** the report from the Director of Community Planning dated June 9, 2009 for the issuance of a Development Permit at 1480 Industrial Way be received;

**AND THAT** a Development Permit be issued to B.G.R. HOLDINGS INC., (INCORPORATION NO. 329774) to permit 16 additional mini storage buildings and implementation of the overall site plan on Lot 2, Block 564, Nanoose District, Plan 42530 (1480 Industrial Way);

**AND FURTHER THAT** a landscaping bond in the amount of \$2,740.00 be received prior to the issuance of the permit.



MAYOR ED MAYNE, Chair  
COMMITTEE OF THE WHOLE

June 16, 2009

**MEMO TO: LUCKY BUTTERWORTH, CGA, DIRECTOR OF FINANCE**

**FROM: LINDA AMBROSE, CGA, ACCOUNTANT**

**SUBJECT: REVIEW OF LETTERS OF CREDIT POLICY No. 6.4**

---

**Issue:**

City of Parksville "Letters of Credit Policy" No. 6.4 has some sections that have become outdated.

**Executive Summary:**

The City of Parksville accepts letters of credit from developers and contractors to cover landscaping, onsite and offsite services, and contract holdbacks. Letters of Credit Policy number 6.4 sets the standards that such letters of credit are required to meet. Over time this policy has become outdated. Actual practice now includes procedures that do not appear in the policy.

**References:**

City of Parksville Letters of Credit Policy No. 6.4 as amended

**Background:**

Each developer/contractor that is required to provide security to the City of Parksville for development of properties or contract works within the City is provided with guidelines that their letter of credit must meet in order to be accepted. The basic information in the guidelines is taken from City of Parksville Policy No. 6.4 which is used by staff to ensure uniformity in the letters of credit received and to ensure that the City's interests are protected.

Over time, new financial institutions have been created and practices regarding letters of credit have evolved to deal with issues that have arisen around the provision of securities. As a result, our current policy has become out of date.

**Options:**

1. Do nothing. Leave the policy as it is and continue actual practice currently in use.
2. Update the policy to include additional items that meet the current needs of the City.

**Analysis:**

Section 1 of the policy outlines the banks from which letters of credit will be accepted. The list includes only the Parksville & District Credit Union and the 'Big Five' Canadian banks being Bank of Montreal, Bank of Nova Scotia, Canadian Imperial Bank of Commerce, Royal Bank of Canada and Toronto Dominion Bank. In practice, letters of credit have also been accepted from Central 1 Credit Union and from HSBC Bank Canada. This is done under Section 2 of the policy which allows for acceptance of letters of credit from other financial institutions with approval of the Office of Financial Administrator.

Individual Credit Unions may not have the strength required to protect the City's interests. However, Central 1 Credit Union (the central Credit Union for BC and Ontario) does. As a result, it would be prudent to reduce risk on letters of credit provided by smaller Credit Unions by requiring that Central 1 Credit Union issue the letter of credit rather than the individual institution. This would also make it possible for developers banking at Credit Unions other than the local one to supply letters of credit without having to change financial institutions.

HSBC Bank Canada is a foreign bank subsidiary that has branches across Canada, has an AA rating and is large enough and reliable enough to meet the City's needs for security. Therefore, this bank could safely be added to the list of accepted banks.

Canadian Western Bank continues to grow in Western Canada, has a solid balance sheet and is also considered secure enough for purposes of issuing a Letter of Credit. It could safely be added to the list of accepted banks.

Section 3. Paragraph e instructs that the letter of credit will state the expiry date and time. Prior to every expiry, staff perform a check to ensure that the letter of credit is renewed. To reduce the staff time required and to reduce the possibility of error, it has been the practice in the past many years to insist on a minimum expiry of one year.

Section 3. Paragraph f requires that the City be notified by registered mail if the issuer elects not to renew a letter of credit. In that Canada Post employees sometimes go on strike, the option to notify by courier should be included.

Section 3. Paragraph j requires instructions from the financial institution for how draws on the letter of credit are to be made. Unless specific instructions are expected by the City, each bank uses their own wording for draws, often requiring use of the bank's forms or procedures. To achieve uniformity in how draws are made, this section should provide detailed instructions. Current practice is to require draws to be made in writing on City of Parksville letterhead stating the amount of the draw requested, accompanied by the original letter of credit.

#### Additional items

As the developer completes stages of the project, the amount of the security required is reduced and therefore, the letter of credit may be reduced. Provision for this should be built in to the policy. In current practice, reductions are processed as the project progresses.

The security industry has an established minimum standard that covers Letters of Credit. It is known as the Uniform Customs and Practices for Documentary Credits and is revised from time to time. For the protection of all parties, each Letter of Credit should meet the latest revision of these standards.

Option 1, do nothing, would result in the policy continuing to be outdated as noted above.

Option 2, update the policy, would bring the policy into line with actual practice of the day, make the requirements clearer and include financial institutions that have already been approved by the Office of the Financial Administrator under Section 2 of the Policy.

#### Sustainability/Environmental Implications

None of the options have significant sustainability or environmental implications.

**Financial Implications**

There are minimal financial risks to either of the options. Financial risk is limited because two events would have to occur at the same time. We would have to call in a letter of credit (which rarely happens) at the same time that the financial institution went bankrupt (which hasn't happened in Canada in a very long time).

**Recommendations:**

THAT the report dated June 16, 2009 from the Accountant regarding the "Review of Letters of Credit Policy No. 6.4" be received;

AND THAT the amended "Letters of Credit Policy No. 6.4" as attached to the report from the Accountant, dated June 16, 2009, be approved.



LINDA AMBROSE

**DIRECTOR OF FINANCE'S COMMENTS:**



LUCKY BUTTERWORTH

**CHIEF ADMINISTRATIVE OFFICER'S COMMENTS:**



FRED MANSON

Latic revision 2009 no3

CITY OF PARKSVILLE

POLICY

SUBJECT: <b>Letters of Credit</b>	POLICY NO: 6.4
	RESO. NO: 91-57
	CROSS REF:
EFFECTIVE DATE: February 4, 1991	APPROVED BY: Council
REVISION DATE: December 21, 1998	RESO. NO: 98-487
	CROSS REF:
	PAGE 1 OF 2

PURPOSE

To establish standards for a financial institution to provide security for an applicant in order to secure the performance of certain works and services to be undertaken in the municipality.

POLICY

1. Acceptable Letters of Credit include those issued by a Canadian Chartered Bank (specifically, the Royal Bank of Canada; the Toronto Dominion Bank; the Bank of Nova Scotia; the Bank of Montreal; the Canadian Imperial Bank of Commerce) **and Coastal Community Credit Union, Central 1 Credit Union, HSBC Bank Canada and Canadian Western Bank.**
2. Letters of Credit issued by any other financial institution than those specifically named are not accepted without prior approval of the Office of Financial Administrator.
3. Letters of Credit are to be drawn to the following specifications and requirements:
  - a) the Letter of Credit must be on bank letterhead;
  - b) contain the correct mailing address and telephone number of the issuing institution;
  - c) the name and mailing address of the person or corporation who has requested the Letter of Credit;

....1/2

- d) the Letter of Credit must be addressed to the City of Parksville;
- e) the expiry date and time of the Letter of Credit; ***the Letter of Credit must be in force for a minimum of one year from the date of issue;***
- f) contain the clause:  

"It is a condition of this Irrevocable Standby Letter of Credit that it shall be deemed to be automatically extended without amendment for a further one (1) year period from the present or any future expiration date hereof unless at least 30 days prior to the present or any future expiration date, the issuer notifies the City of Parksville in writing by registered mail ***or courier***, that it does not elect this Irrevocable Standby Letter of Credit to be renewable for any additional period."
- g) the amount of the Letter of Credit;
- h) the purpose for which the Letter of Credit is being established including, if applicable, the legal description and the street address of any properties to which the Letter of Credit pertains;
- i) the municipal project number or file number;
- j) ***the fact that drawings against the Letter of Credit are to be made by way of a letter on City of Parksville letterhead stating the amount of the draw requested, attached to which shall be the original Letter of Credit;***
- k) the fact that partial drawings may be made;
- l) the fact that the Bank will not inquire as to whether or not the City of Parksville has a right to make demand on the Letter of Credit;
- m) the fact that the Letter of Credit is irrevocable up to the expiry date. This statement must be contained within the text of the Letter of Credit.
- n) ***the fact that the Letter of Credit may be reduced from time to time as advised by written notice on City of Parksville letterhead addressed to the issuing institution;***
- o) ***the fact that the Letter of Credit is issued subject to the Uniform Customs and Practices for Documentary Credits being ICC Publication UCP 600, (or the most recent revision)***



OLD POLICY

## CITY OF PARKSVILLE

### POLICY

SUBJECT: <i>Letters of Credit</i>	POLICY NO: 6.4
	RESO. NO: 91-57
	CROSS REF:
EFFECTIVE DATE: February 4, 1991	APPROVED BY: Council
REVISION DATE: December 21, 1998	RESO. NO: 98-487
	CROSS REF:
	PAGE 1 OF 2

#### PURPOSE

To establish standards for a financial institution to provide security for an applicant in order to secure the performance of certain works and services to be undertaken in the municipality.

#### POLICY

1. Acceptable Letters of Credit include those issued by a Canadian Chartered Bank - specifically, the Royal Bank of Canada; the Toronto Dominion Bank; the Bank of Nova Scotia; the Bank of Montreal; the Canadian Imperial Bank of Commerce; and the Parksville and District Credit Union.
2. Letters of Credit issued by any other financial institution than those specifically named are not accepted without prior approval of the Office of Financial Administrator.
3. Letters of Credit are to be drawn to the following specifications and requirements:
  - a) the Letter of Credit must be on bank letterhead;
  - b) contain the correct mailing address and telephone number of the issuing institution;
  - c) the name and mailing address of the person or corporation who has requested the Letter of Credit;

...1/2

- d) the Letter of Credit must be addressed to the City of Parksville;
- e) the expiry date and time of the Letter of Credit;
- f) contain the clause:

"It is a condition of this Irrevocable Standby Letter of Credit that it shall be deemed to be automatically extended without amendment for a further one (1) year period from the present or any future expiration date hereof unless at least 30 days prior to the present or any future expiration date, the issuer notifies the City of Parksville in writing by registered mail, that it does not elect this Irrevocable Standby Letter of Credit to be renewable for any additional period."

- g) the amount of the Letter of Credit;
- h) the purpose for which the Letter of Credit is being established including, if applicable, the legal description and the street address of any properties to which the Letter of Credit pertains;
- i) the municipal project number or file number;
- j) how drawings against the Letter of Credit are to be made;
- k) the fact that partial drawings may be made;
- l) the fact that the Bank will not inquire as to whether or not the City of Parksville has a right to make demand on the Letter of Credit;
- m) the fact that the Letter of Credit is irrevocable up to the expiry date. This statement must be contained within the text of the Letter of Credit.

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SPECIAL COUNCIL REPORT



June 25, 2009

REPORT TO: F. C. MANSON, C.G.A., CHIEF ADMINISTRATIVE OFFICER

FROM: G. A. JACKSON, DIRECTOR OF COMMUNITY PLANNING

SUBJECT: CONSIDERATION OF CITY POLICY WITH RESPECT TO AFFORDABLE HOUSING

---

**Issue:**

Consideration of a City policy with respect to affordable housing.

**Executive Summary:**

On May 20, 2009 Council adopted the following resolution:

"09-123(3) THAT staff be directed to prepare a policy which permits the waiving of development permit and building permit application fees associated with applications for developments [or that portion thereof] intended to provide affordable housing, that meets the City's definition of affordable housing;

AND THAT staff prepare a bylaw for the purpose of implementing the development cost charge waivers that are permissible under Section 933.1 of the Local Government Act. CARRIED."

Both of these items are on this agenda.

**Reference:**

Section 933.1 of the *Local Government Act* (Development for which charges may be waived or reduced)

**Background:**

At the May 20, 2009 Council meeting Council was presented with the attached policy which permits the waiving of development permit and building permit application fees associated with applications for zoned developments [or that portion thereof] intended to provide affordable housing, that meets the City's definition of affordable housing. The purpose of this report is to provide Council with the policy and a bylaw which appears later on in the agenda. This bylaw addresses the other portion of the resolution pertaining to development cost charge waivers.

## CONSIDERATION OF CITY POLICY WITH RESPECT TO AFFORDABLE HOUSING

### Options:

Council may:

1. Approve the policy as presented.
2. Not approve the policy as presented and ask Staff to make revisions.

### Analysis:

Approval of the policy will provide a fair and equitable incentive given that such application fee waivers are possible. This would be in addition to any eligible statutory development cost charge or eligible statutory tax waiver. Providing an application fee waiver at both the development permit and building permit stages rather than at a rezoning stage would mean that the application has reached a stage where construction is probable.

### Sustainability Implications:

The provision of suitable housing stock for the community is an important principle of sustainability.

### Financial Implications:

The scope of the financial implication, being application fee waivers and, in the case of the bylaw development cost charges waivers, is clear, and directly proportionate to the affordable housing being developed.

### Recommendation:

That the report from the Director of Community Planning dated June 25, 2009 be received;

And That Council adopt the policy which permits the waiving of development permit and building permit application fees associated with applications for developments [or that portion thereof] intended to provide affordable housing [which meets the City's definition];

  
G. A. JACKSON

GAJ/sh  
Attachment

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### CHIEF ADMINISTRATIVE OFFICER COMMENTS:

  
F. MANSON, C.G.A.

# CITY OF PARKSVILLE

## POLICY

SUBJECT: <b><i>Fee Waivers for Development Permit and Building Permit Applications</i></b>	POLICY NO: RESO. NO: CROSS REF:
EFFECTIVE DATE:	APPROVED BY:
REVISION DATE: CROSS REF: PAGE 1 OF 1	RESO. NO:

### PURPOSE

This policy is intended to apply to development permit and building permit applications for affordable housing. Its purpose is to encourage the construction of affordable housing and remove any impediments.

### POLICY

1. To be eligible for development permit or building permit application fee waivers:
  - the site must be correctly zoned for the intended use.
  - the proposed affordable housing units must meet the City's Zoning Bylaw definition of 'affordable housing'.
  - the applicant must enter into an agreement (applicable to the subject property) ensuring that the use continues for a 15 year period.
2. Where affordable housing constitutes a portion of a larger development the fees will be waived for that portion on a pro rated basis.
3. Proposals which meet the above eligibility requirements will be subject to an expedited process.

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SPECIAL COUNCIL REPORT

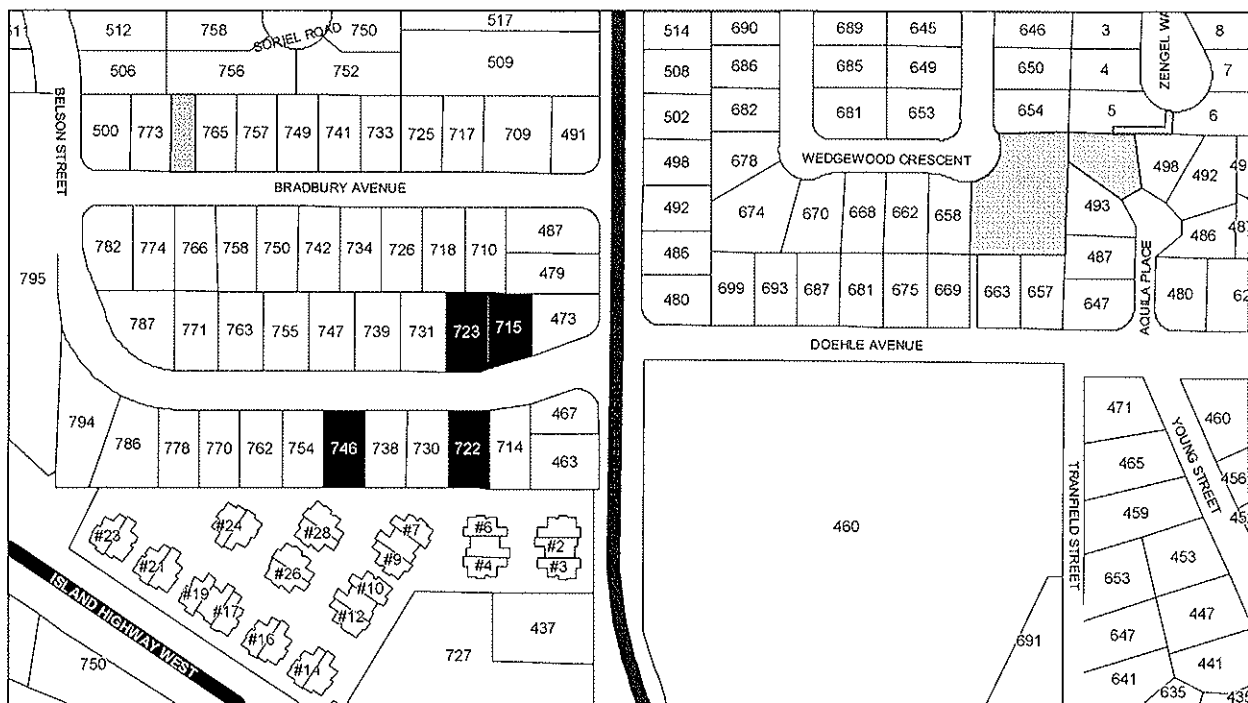
AGENDA  
COUNCIL  
JUL 06 2009  
DATE

June 24, 2009

REPORT TO: F.C. MANSON, C.G.A., CHIEF ADMINISTRATIVE OFFICER

FROM: G. A. JACKSON, DIRECTOR OF COMMUNITY PLANNING

SUBJECT: UNSIGHTLY LOTS – LOT 1, 7, 2, 10, DISTRICT LOT 74, NANOOSE DISTRICT, PLAN VIP63492 (715, 722, 723 AND 746 DOEHLE AVENUE)



**Issue:**

Consideration of enforcement options of Property Maintenance Bylaw, 2003, No. 1383.

**Executive Summary:**

These 4 vacant properties owned by the same company have been the source of complaints regarding overgrown grass and weeds for the past 3 years. Staff are following Council Policy 3.14 and Property Maintenance Bylaw, 2003, No. 1383 in attempting to gain compliance from the property owner.

**Reference:**

5 photos of property (PowerPoint)

**UNSIGHTLY LOTS – LOT 1, 7, 2, 10,  
DISTRICT LOT 74, NANOOSE DISTRICT,  
PLAN VIP63492**

**Background:**

As a result of multiple complaints, the above vacant properties all owned by the same company were noted to be in contravention of the "Property Maintenance Bylaw, 2003, No. 1383", Section 5. It was noted that the vacant properties listed are of concern regarding overgrown and untended growth.

This is the third year that these properties have been the cause of complaints regarding their unsightly nature due to overgrown grass and weeds. Frustration is growing from the complainants that they must continually call and complain as the absent property owner does nothing to maintain the vacant lots until receiving a letter from the City. Over the past two years, letters were sent to the property owner to make them aware of the property condition and that the current condition was contrary to the Property Maintenance Bylaw. The property owner admits to waiting for a letter from the City to guide him on when to clear the lots. Staff have spoken to the property owner by telephone and asked the owner to hire a company to undertake regular maintenance for him. The last letter sent by Staff regarding the condition of the property explained that any further complaints would be sent directly to Council for consideration of bylaw enforcement.

As a result of the above history, a letter has been sent to the property owner requesting the clearing of the above vacant lots, giving the property owner or agent a period of ten (10) days to comply. It was also noted in the letter that failure to comply would result in this matter being forwarded to Council for deliberation and a recommendation to Council that the City undertake clearing of this property and the expense of such clearing, including a \$500.00 processing fee, per lot, be applied to property taxes as of December 31, 2009.

**Options:**

Council may:

1. Do nothing.
2. Direct Staff to proceed with direct enforcement further to Property Maintenance Policy No. 3.14.

**Analysis:**

1. Doing nothing may send a message that it is permissible to contravene a City bylaw. Complaints will continue from residents and the risk of a possible grass fire will increase with uncontrolled growth and dry weather.
2. Council could decide to direct Staff to take direct enforcement action which will send a clear message that compliance with City bylaws is expected and that there is a standard for property maintenance in the City.

As of June 24, 2009, the owners of the property listed below have not yet complied with the terms of the letter.

Civic: 715, 722, 723 and 746 Doehle Avenue  
Legal: Lots 1, 7, 2 and 10, District Lot 74, Nanoose District, Plan VIP63492  
Issue: Overgrown and untended growth on vacant lots

**UNSIGHTLY LOTS – LOT 1, 7, 2, 10,  
DISTRICT LOT 74, NANOOSE DISTRICT,  
PLAN VIP63492**

**Financial Implications:**

There are no financial implications to the City in terms of the cost of cleanup. However, Staff time invested in prompting owner responsiveness is notable in terms of: receiving complaints, making contact, record keeping and report writing and exceeds the \$500.00 administration fee. Any work undertaken by the City will be billed to the property owner and any amount unpaid at the end of the year will be added to the property taxes pursuant to Sections 64 and 258 of the *Community Charter*.

**Sustainability Implications:**

There are no direct sustainability implications with this action.

**Recommendation:**

THAT if Council is not satisfied with the explanation, or if there is no explanation from the above property owner, Council may direct Staff to proceed with direct enforcement by giving the owner and/or occupier written notice of ten (10) days from the date of this Council meeting to clean up the property themselves;

AND THAT the notice advises of specific clean up requirements, indicate the specific area requested to be cleaned up, and the consequences if the requested work is not completed;

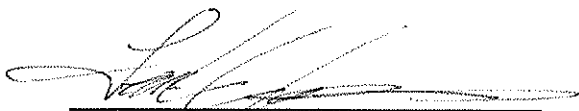
AND FURTHER THAT at the expiration of the ten (10) days following delivery of the notice, if clean up has not been completed, either City Staff or a private contractor shall undertake the specified clean up and expenses incurred shall be listed with an invoice directed to the registered owner. If such expenses are not paid by the end of the current year, the cost will be added to the property taxes pursuant to Sections 64 and 258 of the *Community Charter*.



G. A. JACKSON

AD/sh

**CHIEF ADMINISTRATIVE OFFICER COMMENTS:**



F. MANSON, C.G.A.



SPECIAL COUNCIL REPORT

AGENDA  
COUNCIL  
JUL 06 2009  
DATE

June 29 2009

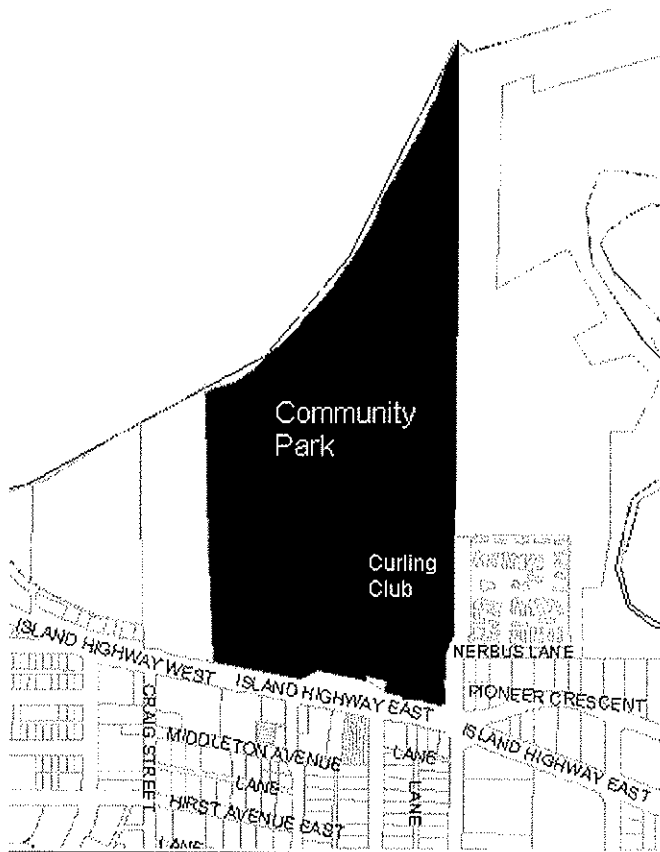
REPORT TO: F. C. MANSON, C.G.A., CHIEF ADMINISTRATIVE OFFICER

FROM: G.A. JACKSON, DIRECTOR OF COMMUNITY PLANNING

SUBJECT: CONSIDERATION OF TEMPORARY CHANGE TO THE LIQUOR LICENCE FOR THE PARKSVILLE CURLING CLUB – THE ARENA BUILDING ON PARCEL B, EXCEPT PLAN 29279 AND VIP52582 PARCEL B DD349031 (193 ISLAND HIGHWAY EAST)

Issue:

Consideration of Temporary Change to the Liquor Licence for the Parksville Curling Club.



Executive Summary:

The terms of the Liquor Primary Club licence makes it necessary for the Curling Club (which is located in the Community Park) to apply for temporary changes to their licence to accommodate bonspiels and special events.

# CONSIDERATION OF TEMPORARY CHANGE OF THE LIQUOR LICENCE FOR THE PARKSVILLE CURLING CLUB

## References:

Excerpt of the LCLB *Temporary Change to a Liquor Licence* application form  
Excerpt of Section 3.5.3 of the *Liquor Licensing Policy Manual*

## Background:

As was the situation in 2006, 2007 and 2008, the Curling Club's objective is to increase the capacity of the licensed area and hours of operation in order to accommodate special events.

The permanent licence permits operation from 2pm to 1am Monday to Friday; 11am to 2pm on Saturday; and, 12 noon to 5pm on Sunday and covers occupancy for 41 people. This temporary request is for A Monday to Thursday change of 11 am to 1 am and a Friday/Saturday of 11 am to 2 am and Sunday noon to 7 pm. In addition the expanded area would accommodate 100 more people, in addition to the permanent provision for 41.

According to Section 3.5.3 of the *Liquor Licensing Policy Manual*, a local government is not required to provide comment in the form of a resolution or gather the views of residents with respect to temporary amendments to a liquor licence. The applicant, however, must seek City comment as to whether or not it objects to the temporary change. Comment is provided through the completion and signing of Section 12 of the application form.

As property owner and building owner respectively, the City of Parksville and Regional District of Nanaimo must consent to the proposed changes. The Regional District of Nanaimo sublets the building to the Parksville Curling Club and has been advised of this temporary licence amendment and has no objection. The property is zoned P-1A which permits beverage sales.

The Liquor Control and Licensing Branch will also require that the plans be stamped with Occupancy Load approval.

## Options:

Council may:

1. Advise the Liquor Control and Licensing Branch that Council has no objection to the application for a temporary change to the liquor licence.
2. Advise the Liquor Control and Licensing Branch that Council objects to the application for a temporary change to the liquor licence.
3. As land owner, decline authorization for the change.

## Analysis:

1. Council approved the same request for the last three previous operating years. There have been no complaints. Approval would likely not result in any complaints. There was some unwritten indication that the Club may wish to open its facility to non-members for one proposed Community Park event. Council may wish to ask the Club about this.

**CONSIDERATION OF TEMPORARY CHANGE OF THE  
LIQUOR LICENCE FOR THE PARKSVILLE CURLING CLUB**

Staff would like the applicant to be encouraged to make the requested changes on a permanent basis. To date the applicant has not been requested to pay the customary fee of \$700.00 and the applications tend to be filed with inadequate processing time. A one time permanent change would alleviate the need for annual last minute processing if annual approval is envisioned.

2. Council may wish to consider whether the facility and its scope are exceeding what was originally envisioned. There is a lease in place which authorizes the use. There is no obligation to authorize a temporary expansion. The need for the expansion may be viewed as evidence of a successful operation of the facility.
3. Council may choose, as property owner, not to authorize this application for a temporary change. This would place all decision making authority for denying the proposed changes within the City's authority.

**Financial Implications:**

The \$700.00 fee has not yet been received. Processing of the file represents the only financial impact, which in this case has been minimal due to previous requests of a similar nature.

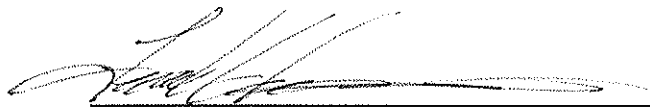
**Recommendation:**

That Council advise the Liquor Control and Licensing Branch that Council has no objection to the application for temporary expansion of the licensed area and change of hours for the Parksville Curling Club, for the arena building on Parcel B, except Plan 29279 and VIP52582 Parcel B DD349031 (193 Island Highway East).

  
\_\_\_\_\_  
G. A. JACKSON

GAJ/sh  
Attachments

**CHIEF ADMINISTRATIVE OFFICER COMMENTS:**

  
\_\_\_\_\_  
F. MANSON, C.G.A.



June 11, 2009

Job No: 3359375-11

The Parksville Curling Club
193 East Island Hwy
Parksville BC, V9P 2H5

Via Fax: 250-248-3765

Re: Temporary Change to a Liquor Licence Application - INCOMPLETE
Establishment: Parksville Curling Club
Liquor Primary Licence # 302171

Thank you for your application for a temporary change to your liquor licence requesting an extension of the licenced area on various dates (June 2009 thru March 2010 for bonspiels, banquets and parties. Before your request may be processed, there remains some information that the Branch requires.

- A floor plan must be provided showing the proposed area, it must indicate the location of tables, chairs and booths. The occupant load of the establishment must be marked on these plans by provincial fire or building authorities (or designate).
Please complete section 6 on page 3 of the application
Local Government/First Nations Comments are required for section 12 on page 6. Please submit the application and floor plan to your local government authority, so that they may endorse your application.

If you have any questions please contact James Hackett at 250-356-6066 or 1-866-209-2111.

Sincerely,

[Handwritten signature]

James Hackett
Case Manager

BUSY/NO RESPONSE

Table with columns: DATE, TIME, FAX NO./NAME, DURATION, PAGE(S), RESULT, MODE. Row 1: 05/13 09:54, 1, 00:00:00, 00, BUSY, STANDARD

Ministry of Housing and Social Development
Liquor Control and Licensing Branch
Mailing Address: PO Box 9292 Stn Prov Govt
Victoria BC V8W 9J8
Telephone: 250 387-1254
Facsimile: 250 387-9184
http://www.hsd.gov.bc.ca/lcib

TRANSMISSION VERIFICATION REPORT
PAGE 28



Ministry of Public Safety and Solicitor General

Liquor Control and Licensing Branch

Mailing Address: PO Box 9292 Stn Prov Govt Victoria BC V8W 9J8 Telephone: 250 387-1254 Facsimile: 250 387-8194 Web: www.pssc.gov.bc.ca/765

Location: Second Floor 1018 Wharf Street Victoria

TEMPORARY CHANGE TO A LIQUOR LICENCE

This application may be used for one or more temporary change requests for one licence. NOTE: Application should be received two weeks before proposed change.

FORM INSTRUCTIONS: To apply, please complete all applicable fields then submit with payment to LCLB Victoria Head Office as outlined in Part 11 of this form. You may complete the fields in this form at your computer workstation, then print. Note, you will not be able to save your work to your computer, so check over carefully and print before closing the program. If you are completing this form by hand, please print clearly using dark ink.

If you have any questions about completing this application, call the branch toll-free at 1-888-206-2111. LCLB forms and supporting materials can be found at: www.pssc.gov.bc.ca/cib/publications

NOTE: To apply to suspend your Food-Primary Licence, use the Temporary Suspension Request - Food-Primary Licence (LCLB022) To apply to suspend your Liquor-Primary Licence, use the Temporary Suspension Request - Liquor-Primary Licence (LCLB021)

LICENSEE INFORMATION section with fields for Licensee name, Establishment name (PARKSVILLE CURLING CLUB), Address (193 E ISLAND HWY), Contact person (MAURICE THURTELL), Title (MANAGER), Telephone (250 2483765), Licence number (302171), and Licence class (Liquor-Primary).

1. TEMPORARY CHANGE REQUESTED. Please check the appropriate boxes below. You may complete more than one change section on this form as long as the changes are for the same licence number. IMPORTANT NOTE: These categories (\*) require local government/First Nations comment.

- TEMPORARY CHANGE TO HOURS OF SALE (1, 2, 3, 10, 11, 12)
TEMPORARY PATRON PARTICIPATION ENTERTAINMENT ENDORSEMENT\* (1, 2, 4, 10, 11, 12)
TEMPORARY EXTENSION OF LICENSED AREA (1, 2, 6, 10, 11, 12)
TEMPORARY EXTENSION OF LICENSED AREA\* (1, 2, 6, 10, 11, 12)
WINERY SPECIAL EVENT ENDORSEMENT (1, 2, 6, 10, 11, 12)
TEMPORARY LOCATION CHANGE\* (1, 2, 6, 10, 11, 12)
TEMPORARY LOCATION CHANGE (no increase in patron or person capacity) (1, 2, 6, 10, 11)

LIQUOR CONTROL & LICENSING RECEIVED/RECEIVED

JUN 08 2009

VICTORIA BC

EOL JUN 09 2009 BW

DATE, TIME, DURATION, PAGE(S), MODE

08/08/2009 09:53 FAX, PARKSVILLE CURLING C, 2502483765

**2. REASON TEMPORARY CHANGE IS REQUESTED**

Describe event details including who is holding the event, the hours of the event and its purpose:

SPECIAL OCCASSIONS, MEANING  
 BOWSPIELS + PARTIES  
 AUG. 7 - 2009 BEACHFEST SCULPTERS + SPONSORS.  
 AUG 19 TO 23RD SUMMER BOWSPIEL.  
 AUG 24 TO 27TH 4'CLINIC.  
 NOV 21 @ PGOSA MINI SPIEL.  
 NOV 25TH TO 30TH WOMENS COASTAL PLAYDOUN'S  
 DEC. 4TH TO 7TH MENS OPEN SPIEL.  
 DEC 12TH OPEN DATE FOR RENTAL.  
 DEC 19TH IN CLUB MINI SPIEL.  
 JAN. 2010 7TH TO 9TH. MASTERS SPIEL.  
 JAN 15TH. TO 17TH. SENIOR WOMENS.  
 JAN 29TH TO 31ST. SENIOR MIXED SPIEL.  
 FEB. 27TH. PGOSA MINI SPIEL.  
 MARCH. 5TH TO 7TH. WOMENS OPEN SPIEL.  
 MARCH. 20 TH. IN CLUB MINI SPIEL.

DATE(S) FROM: AUG 7 2009 TO: MARCH 20 2010 (inclusive)  
 AS DESCRIBED

**3.  TEMPORARY CHANGE TO HOURS OF SALE**

Applies to:

- Liquor-Primary and Liquor-Primary Club licences, and Winery endorsements - any hours changes\* Fee: \$330
- Food-Primary licences - requests for hours of sale later than midnight\* Fee: \$330
- Food-Primary licences - requests for hours of sale before midnight (local government/First Nations comment not required) Fee: \$110

Licencees may apply for a temporary change in hours of sale for a limited period, subject to any restrictions within the Liquor Control and Licensing Act, Regulations, branch policies and /or original terms and conditions of licensing. See box 13, page 7 for more information on obtaining local government / First Nations comment.

Please provide the following information:

Current hours of sale:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Open	2:00 PM	2:00 PM	2:00 PM	2:00 PM	2:00 PM	11:00 AM	None
Close	1:00 AM	1:00 AM	1:00 AM	1:00 AM	1:00 AM	2:00 AM	5:00 PM

Requested hours of sale: Maximum hours permitted by regulation are between 9:00 am to 4:00 am of the same business day.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Open	11:00 AM	11:00 AM	11:00 AM	11:00 AM	11:00 AM	11:00 AM	None
Close	1:00 AM	1:00 AM	1:00 AM	1:00 AM	2:00 AM	2:00 AM	2:00 AM

IMPORTANT NOTE: These categories above (\*) require local government/First Nations comment.

01/24/2001 14 00 FAX

**4.  TEMPORARY PATRON PARTICIPATION ENTERTAINMENT ENDORSEMENT** Fee: \$330

*Applies to: Food-Primary licences only*

Licencees may apply for a patron participation entertainment endorsement for a limited period, subject to any restrictions within the *Liquor Control and Licensing Act, Regulations, branch policies and for original terms and conditions of licensing. Important Note: This application process requires comment from your local government/First Nations. See box 13, page 7 for more information on this process.*

Describe the type of entertainment you are requesting:

Patron participation must end by midnight unless approved by LCLB and local government/First Nations. There are restrictions related to terms of entertainment, sound systems, etc. If you are uncertain about any of the details of your proposal, please consult with Licensing staff at LCLB in Victoria (see contact information at the top of page one).

**5.  TEMPORARY EXTENSION OF LICENSED AREA - Food-Primary Licences Only** Fee: \$110

This change enables licencees to apply for a temporary extension of their establishment's licensed areas for a limited period, subject to any restrictions within the *Liquor Control and Licensing Act, Regulations, branch policies and/or original terms and conditions of licensing. Approval of this temporary change request permits the licencees to operate only at the capacity on the face of their current licence plus the capacity of the extension area. If in doubt, consult with licensing staff at LCLB in Victoria (see contact information, top of pg. 1). This application process does not require comment from local government or First Nations.*

Please provide the following information and documents:

- Current total capacity, including patio (as shown on licence)
- Identify the area (person/patron as shown on licence) to be extended:  
... or proposed capacity if an occupant load for the extended area cannot be provided:
- Floor plan of the extended area showing how perimeter is defined, the area's dimensions and its physical relationship to existing licensed areas, where the extension is indoors or within a permanent structure.
  - Floor plan must have occupant load of the extended area marked/stamped on the plans by provincial (or designate) fire or building authorities.
  - Provide capacity of extended area if extension is outside.
- Where the extension area is not of property owned or controlled by the licencee, provide written approval for such use from the property owner.

**6.  TEMPORARY EXTENSION OF LICENSED AREA - Liquor-Primary and Liquor-Primary Club Only**

*Applies to: Liquor-Primary and Liquor-Primary Club licencees* Fee: \$330

**OR  WINERY SPECIAL EVENT ENDORSEMENT**

*Applies to: Only wineries with a Lounge and/or Picnic Area Endorsement* Fee: \$330

Licencees may apply for a temporary extension of their establishment's licensed areas for a limited period, subject to any restrictions within the *Liquor Control and Licensing Act, Regulations, branch policies and for original terms and conditions of licensing. Approval of this temporary change request permits the licencees to operate at the capacity on the face of their current licence plus the capacity of the extension area. Important Note: This application process requires comment from your local government/First Nations. See box 10, page 7 for more information on this process.*

Please provide the following information and documents:

- Current total capacity, including patio (as shown on licence):
- Identify the area (person/patron as shown on licence) to be extended:  
... or proposed capacity if an occupant load for the extended area cannot be provided:
- Floor plan of the extended area showing how perimeter is defined, the area's dimensions and its physical relationship to existing licensed areas.
  - Floor plan must have occupant load of the extended area marked/stamped on the plans by provincial (or designate) fire or building authorities where the extension is indoors or within a permanent structure.
  - Provide capacity of extended area if extension is outside.
- Where the extension area is not of property owned or controlled by the licencee, provide written approval for such use from the property owner.

LIQUOR CONTROL & LICENSING  
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JUN 08 2009  
VICTORIA BC

06/08/2009 09:25  
2502483765  
04/11/08 17:00  
10 of 3 Page 3 of 7

**7.  TEMPORARY LOCATION CHANGE – Liquor-Primary and Liquor-Primary Club Only Fee: \$330**  
*(no increase in patron or person capacity)*

Licensees may apply for a temporary change of location of one or more licensed areas in their establishment, to accommodate special events, renovations or structural alterations but this change permits no increase in licensed capacity. Proposed changes must comply with occupant load limitations. **Important Note: This application process requires comment from your local government/First Nations.** See box 13, page 7 for more information on this process.

Current area capacities, as shown on licence:

Area #1: 41 Area #2:      Area #3:      Area #4:      Area #5:      Patio:     

Proposed temporary changes in capacity (no increase in total capacity permitted):

Area #1: 41 Area #2: 41 Area #3:      Area #4:      Area #5:      Patio:     

Please attach the following documents:

- Plan of the extended area showing how perimeter is defined, the area's dimensions and its physical relationship to existing licensed areas.
  - Floor plan must have occupant load marked/stamped on the plans by provincial (or designate) fire or building authorities, where the extension is indoors or within a permanent structure.
  - Provide capacity of the new location if outdoors.
- Where the extension area is not on property owned or controlled by the licensee, provide written approval for such use from the property owner.

**8.  TEMPORARY LOCATION CHANGE– Food-Primary Licences Only *(no increase in patron or person capacity)***  
**Fee: \$110**

Licensees may apply for a temporary change of location of one or more licensed areas in their establishment, to accommodate special events, renovations or structural alterations but this change permits no increase in licensed capacity. Proposed changes must comply with occupant load limitations. **Important Note: This application process does not require comment from your local government/First Nations.**

Current area capacities, as shown on licence:

Area #1: 41 Area #2:      Area #3:      Area #4:      Interior Lounge:      Patio:     

Proposed temporary changes in capacity (no increase in total capacity permitted):

Area #1: 41 Area #2: 41 Area #3:      Area #4:      Interior Lounge:      Patio:     

Please attach the following documents:

- Floor plan of the establishment and proposed extension areas showing how perimeter is defined, the area's dimensions and its physical relationship to normally licensed areas.
  - Floor plan must have occupant load marked/stamped on the plans by provincial (or designate) fire or building authorities, where the extension is indoors or within a permanent structure.
  - Provide capacity of the new location if outdoors.
- Where the extension area is not on property owned or controlled by the licensee, provide written approval for such use from the property owner.



9.  OTHER

Complete this section if you are requesting a change other than those listed in box 1, page 1.

Describe your request in detail, using additional pages if required. Review of the application by the general manager of the Liquor Control and Licensing Branch will be necessary when discretion is required. Review time may exceed two weeks. Please consult with licensing staff at LCLB in Victoria (see top of pg 1 for contact information).

TO EXTEND LICENCE AREA TO ACCOMMODATE SPECIAL OCCASIONS AS LISTED

DATE(S) FROM: AUG 7 - 2009 TO: MARCH 30 2010 (inclusive)  
 TIME(S): 11:00 AM TO 2:00 AM


10. DECLARATION

My signature (the licensee's) below indicates I understand and acknowledge:

All of the information given is true and complete to the best of my knowledge. Section 15(2) of the *Liquor Control and Licensing Act* states, "A person applying for the issue, renewal, transfer or amendment of a licence who fails to disclose a material fact required by the form of application or makes a false or misleading statement in the form of application, commits an offence".

Signature of applicants (Signature of signing officer of a company or society, sole proprietor or all partners):

Name (printed): MAURICE TIEULIE MAURICE Position held: MNGR.  
LAST NAME / FIRST NAME / MIDDLE NAME

Signature:  Date: 06 29 2009  
MM / DD / YY

Name (printed): \_\_\_\_\_ Position held: \_\_\_\_\_  
LAST NAME / FIRST NAME / MIDDLE NAME

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
MM / DD / YY

Name (printed): \_\_\_\_\_ Position held: \_\_\_\_\_  
LAST NAME / FIRST NAME / MIDDLE NAME

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
MM / DD / YY

Name (printed): \_\_\_\_\_ Position held: \_\_\_\_\_  
LAST NAME / FIRST NAME / MIDDLE NAME

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
MM / DD / YY

**11. APPLICATION FEES - Payment Options**

Fees may be paid by cheque, money order, debit or credit card. Debit transactions can only be made in person at the Victoria Head Office. See contact information on page one. Submit the payment with the application form. Do not mail cash.

Enclosed payment is by (check one):

- cheque, payable to the Minister of Finance (a \$20.00 NSF fee will be charged for NSF cheques.)
- money order, payable to the Minister of Finance.
- VISA       MasterCard

Credit card number: 5491 7808 . 2345 . 0505, Expiry date: 02/10

Name of cardholder (as it appears on card): MAURICE A. TIEHLER

Signature of cardholder: *M. Tiehler*

If paying by credit card, the applicant may complete the required credit card information above, or prior to mailing or faxing this completed application, TELEPHONE LCLB Head Office directly to provide the credit card number and expiry date.

I am paying by credit card

TOTAL FEE SUBMITTED           

**SUBMIT FEE AND APPLICATION FORM TO VICTORIA OFFICE ONLY:**

Mailing address:

Liquor Control and Licensing Branch  
PO Box 9292 Stn Prov Govt  
Victoria, BC V8W 8J8

Drop off location

Liquor Control and Licensing Branch  
Second Floor, 1019 Wharf Street  
Victoria, BC V8W 2Y9

FAX: (250) 387-9184

**12. LOCAL GOVERNMENT / FIRST NATIONS COMMENTS:**

- OBJECTION     NO OBJECTION

Comments:

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Name of Municipality/Regional District/First Nations:

Name (print) \_\_\_\_\_

Phone: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

RECEIVED  
JUL 22 2008  
PLANNING  
CITY OF PARKSVILLE

SCALE  
1/8" TO 1'

PARKSVILLE  
CURLING  
CLUB

AVERAGE D.  
2205

DRAWING BY  
H. TIEHLER

CONCESSION

212' CAPACITY 141

BOARD ROOM

27'6"

8'

ENTRANCE

ICE  
SURFACE

105'

PROPOSED  
EXTENSION

DRESSING  
RMS

18'

LOCKERS  
Rm.

MENT Rm.

ELECT  
Rm.

CLUB  
HOUSE

LADIES  
Rm.

June 30, 2009

**MEMO TO: FRED MANSON, CHIEF ADMINISTRATIVE OFFICER**  
**FROM: L. KITCHEN, DEPUTY CORPORATE ADMINISTRATOR**  
**SUBJECT: APPOINTMENT OF BYLAW ENFORCEMENT OFFICER IN ACCORDANCE WITH SECTION 264 OF THE COMMUNITY CHARTER**

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**ISSUE:**

Appointment of Bylaw Enforcement Officers.

**EXECUTIVE SUMMARY:**

"City of Parksville Bylaw Enforcement Officer Bylaw, 1991, No. 2073", the *Police Act* and the *Community Charter* all provide for the appointment, from time to time, of a Bylaw Enforcement Officer and it has come to the City's attention that the current Bylaw Compliance Officer has not been officially appointed as the City's "Bylaw Enforcement Officer".

**REFERENCES:**

*Police Act, Section, s. 36 and 70*  
*Community Charter s. 264*  
*City of Parksville Bylaw Enforcement Officer Bylaw, 1991, No. 2073", Section 2*  
*Community Charter Bylaw Enforcement Ticket Regulation 425/2003*

**BACKGROUND:**

Aaron Dawson started his employment with the City of Parksville filling the position of Bylaw Compliance Officer for the purposes of bylaw enforcement on August 28, 2006. It has since been determined that Council has not officially appointed Mr. Dawson as "Bylaw Enforcement Officer" as outlined in legislation and in the City's own bylaw.

The appointment by Council of a Bylaw Enforcement Officer gives the position of Bylaw Compliance Officer the authority to enforce all of the City's bylaws. The City currently does not have a position appointed that could represent Council in Court to defend any of the City's bylaws. Without the appointment of a "Bylaw Enforcement Officer", the Court would be forced to dismiss a disputed ticket requiring the testimony of this position due to lack of authority.

**OPTIONS:**

1. Appoint Aaron Dawson as the municipality's Bylaw Enforcement Officer and have Mr. Dawson sign the appropriate oath.
2. Maintain the status quo.

**ANALYSIS:**

Under provisions of the *Offence Act*, for the purposes of the service of a summons in respect of an alleged offence under a bylaw of the municipality, a "Peace Officer" includes Bylaw Enforcement Officers appointed under the *Police Act*. This appointment also legitimizes the enforcement of municipal bylaws by means of an MTI system (Municipal Ticket Information). Not appointing a staff member to this position could result in a Court action being dismissed by the Justice due to lack of authority. This appointment does not preclude staff from consulting Council ahead of taking any Court action.

**SUSTAINABILITY/ENVIRONMENTAL IMPLICATIONS: N/A**

**FINANCIAL IMPACT: N/A**

**STAFF RECOMMENDATION**

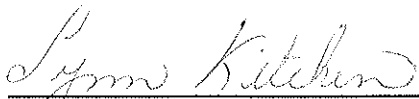
**THAT** the report from the Deputy Corporate Administrator dated June 26, 2009 entitled "Appointment of Bylaw Enforcement Officer in Accordance with Section 264(1)(b) of the *Community Charter*", be received;

**AND WHEREAS** Section 264 of the *Community Charter* provides for the designation from time to time of a Bylaw Enforcement Officer;

**AND WHEREAS** Section 2 of City of Parksville Bylaw Enforcement Officer Bylaw, 1991, 1073 provides for the appointment, from time to time, of a Bylaw Enforcement Officer;

**NOW THEREFORE** the Municipal Council of the City of Parksville hereby appoints Aaron Dawson as Bylaw Enforcement Officer, in accordance with Section 264(1)(b) of the *Community Charter* to investigate and enforce all municipal bylaws for the term of his employment as "Bylaw Compliance Officer" with the City of Parksville.

Respectfully submitted,



**LYNN KITCHEN**  
Deputy Corporate Administrator

Attachments

COMMUNITY PLANNING COMMENTS:



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GAYLE JACKSON  
Director of Community Planning

CHIEF ADMINISTRATIVE OFFICER'S COMMENTS:



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FRED C. MANSON, CGA  
Chief Administrative Officer

## Police Act

### **Bylaw enforcement officers**

36. (1) Bylaw enforcement officers may be appointed,

- (a) by a municipal police board, or
  - (b) if there is no municipal police board in a municipality, by the municipal council.
- (2) A bylaw enforcement officer must be paid the remuneration and is appointed for the term that the municipal police board or municipal council determines.
- (3) A bylaw enforcement officer must, under the direction of the chief constable or officer in charge of the detachment of police operating in the municipality, perform the functions and duties, and has the powers, privileges and responsibilities respecting the enforcement of municipal bylaws, that the municipal police board or municipal council specifies in the appointment.

1988-53-36; 1997-37-26.

## Community Charter

### **Ticket offences**

264. (1) A council may, by bylaw,

- (a) designate a bylaw for the purpose of this section, other than a bylaw in relation to a matter prescribed by regulation,
  - (b) designate as a bylaw enforcement officer a person who comes within a class of persons prescribed by regulation, and
  - (c) authorize the use of any word or expression on a ticket issued under subsection (2) to designate an offence against a bylaw.
- (2) If a bylaw is designated under subsection (1), a bylaw enforcement officer may lay an information by means of a ticket for contravention of the bylaw.
- (3) Despite section 13 (1) of the *Offence Act*, an information laid by means of a ticket is valid whether or not it is taken under oath.
- (4) The use on a ticket of
- (a) any word or expression authorized by bylaw under subsection (1) (c) to designate an offence against a bylaw, or
  - (b) a general description of an offence against a bylaw,
- is deemed sufficient for all purposes to describe the offence designated by that word, expression or general description.

# COMMUNITY CHARTER BYLAW ENFORCEMENT TICKET REGULATION 425/2003

B.C. Reg. 425/2003 . COMMUNITY CHARTER BYLAW ENFORCEMENT TICKET REGULATION 425/2003

## Bylaw enforcement officers

3. Persons acting as any of the following are prescribed as classes of persons who may be designated as bylaw enforcement officers under section 264 (1) (b) of the *Community Charter*:
  - (a) special constables, officers, members or constables of
    - (i) the provincial police force as defined in section 1 of the *Police Act*,  
or
    - (ii) a municipal police force;
  - (b) members of the Royal Canadian Mounted Police;
  - (c) local government corporate officers;
  - (d) bylaw enforcement officers under section 36 of the *Police Act*;
  - (e) local assistants to the fire commissioner under section 6 of the *Fire Services Act*;
  - (f) licensing inspectors, building inspectors, animal control officers or other persons acting in another capacity on behalf of a municipality, regional district or local trust committee for the purpose of enforcement of one or more of its bylaws.



**CITY OF PARKSVILLE**

**BYLAW NO. 1073**

**A BYLAW TO PROVIDE FOR THE APPOINTMENT OF A BYLAW ENFORCEMENT OFFICER.**

**WHEREAS** the Municipal Council may pursuant to Section 36 of the *Police Act* appoint Bylaw Enforcement Officers and specify their functions, duties, powers and immunities;

**AND WHEREAS** the Municipal Council deems it expedient to establish the position of Bylaw Enforcement Officer for the purpose of enforcing the municipality's bylaws;

**AND WHEREAS** Sections 308 to 312, 750 and 751 of the *Municipal Act* generally provide for enforcement, offences and prosecutions of municipal bylaws;

**NOW THEREFORE** the Municipal Council in open meeting assembled enacts as follows:

1. **INTERPRETATION**

"Bylaw" means any adopted enactment of City Council pursuant to powers delegated to it by the Legislature, the intent of which is to regulate property and conduct of persons in a certain way within the municipality.

"Bylaw Enforcement Officer" means a person or persons appointed from time to time by resolution of Council pursuant to Section 36 of the *Police Act*, the purpose of which is to enforce regulatory bylaws of the municipality.

2. **APPOINTMENT**

- 1) Council hereby establishes the position of Bylaw Enforcement Officer;
- 2) Council may from time to time appoint by resolution a Bylaw Enforcement Officer.

3. **SPECIFIC DUTIES**

- 1) Without restricting the generality of Section 2. a Bylaw Enforcement Officer shall:
  - a) receive, attend and investigate complaints from the general public with regards to alleged violations of bylaws;

- b) carry out patrols of the City to detect violations of bylaws and bring to the attention of the violators, by way of either written or verbal warnings, that they are liable for prosecution in respect of such violations;
- c) where necessary, issue tickets, prepare necessary court documents for the laying of an information and appear at court proceedings as required;
- d) receive and handle general inquiries regarding bylaws of the City and their application; and
- e) serve notices were required.

4. RIGHT OF ENTRY

A Bylaw Enforcement Officer may enter, at all reasonable times, on any property in the City subject to the regulations of Council, to ascertain whether the City's bylaws, resolutions, regulations or directions are being observed.

5. WARNING NOTICE AND ORDER

- 1) For the purpose of informing any owner or occupier of real private or personal property within the City of any violation of the bylaws of the City by such owner or occupier, a Bylaw Enforcement Officer may cause a notice of such violation to be served on such owner or occupier and may in the same notice require such owner or occupier to comply with the bylaws of the City within a specified period of time.
- 2) Any notice authorized to be served on any person pursuant to this bylaw shall be deemed to be sufficiently served/delivered:
  - a) if mailed by registered mail addressed to such person at any government post office in the Province of British Columbia and the notice shall be deemed to be received by such person either when receipt of the registered letter is acknowledged by him or when the registered letter is returned to the City by reason of such person refusing to accept delivery of same;

- b) if delivered by hand to such person or deposited in a place usually reserved for the reception of mail at such person's premises or affixed to a prominent portion of such person's premises and the notice shall be deemed to have been received by such person at the time of delivery, deposit or posting of such notice;
  - c) by affixing such notice to such person's motor vehicle.
- 3) Nothing herein shall be deemed as requiring the City to issue and serve a Notice of Violation of any of the bylaws of the City on any person as a condition precedent to the City instituting legal proceedings in respect of the violation or causing an information to be laid in respect thereof.

6. OATH

Every Bylaw Enforcement Officer before assuming such position shall take Oath of Affirmations of Office and in such form and manner as may be prescribed in the regulations passed pursuant to Section 70 of the *Police Act*.

7. TITLE


This bylaw may be cited for all purposes as "City of Parksville Bylaw Enforcement Officer Bylaw, 1991, No. 1073".


**READ A FIRST TIME** this 6th day of August 1991

**READ A SECOND TIME** this 6th day of August 1991

**READ A THIRD TIME** this 6th day of August 1991

**RECONSIDERED AND FINALLY ADOPTED** this 19th day of August 1991

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Clerk

Certified a true copy of Bylaw No. 1073.

  
\_\_\_\_\_  
Clerk

## Nuisances, disturbances and other objectionable situations

64. The authority of a council under section 8 (3) (h) [*spheres of authority – nuisances disturbances and other objectionable situations*] may be exercised in relation to the following:
- (a) nuisances;
  - (b) noise, vibration, odour, dust, illumination or any other matter that is liable to disturb the quiet, peace, rest, enjoyment, comfort or convenience of individuals or the public;
  - (c) the emission of smoke, dust, gas, sparks, ash, soot, cinders, fumes or other effluvia that is liable to foul or contaminate the atmosphere;
  - (d) refuse, garbage or other material that is noxious, offensive or unwholesome;
  - (e) the use of waste disposal and recycling services;
  - (f) the accumulation of water on property;
  - (g) unsanitary conditions on property;
  - (h) drains, cesspools, septic tanks and outhouses;
  - (i) trees, weeds or other growths that council considers should be removed, cut down or trimmed;
  - (j) the carrying on of a noxious or offensive business activity;
  - (k) graffiti and unsightly conditions on property;
  - (l) indecency and profane, blasphemous or grossly insulting language.

2003-26-64.

### Fundamental powers

8. (1) A municipality has the capacity, rights, powers and privileges of a natural person of full capacity.
- (2) A municipality may provide any service that the council considers necessary or desirable, and may do this directly or through another public authority or another person or organization.
- (3) A council may, by bylaw, regulate, prohibit and impose requirements in relation to the following:
- (a) municipal services;
  - (b) public places;
  - (c) trees;
  - (d) firecrackers, fireworks and explosives;
  - (e) bows and arrows, knives and other weapons not referred to in subsection (5);
  - (f) cemeteries, crematoriums, columbariums and mausoleums and the interment or other disposition of the dead;
  - (g) the health, safety or protection of persons or property in relation to matters referred to in section 63 [*protection of persons and property*];
  - (h) the protection and enhancement of the well-being of its community in relation to the matters referred to in section 64 [*nuisances, disturbances and other objectionable situations*];
  - (i) public health;
  - (j) protection of the natural environment;
  - (k) animals;
  - (l) buildings and other structures;
  - (m) the removal of soil and the deposit of soil or other material.

## Police Act

### Oaths and affirmations

**70.** (1) A person must take an oath or affirmation in the prescribed form before that person assumes office, exercises any power or performs any duty or function as any of the following under this Act:

- (a) an officer;
- (b) a bylaw enforcement officer;
- (c) a member of a board or committee;
- (d) the director;
- (e) any person employed or retained by, or engaged and retained by, the director.

(2) The minister may prescribe different forms of oaths and affirmations for provincial constables, auxiliary constables, designated constables, municipal constables, special municipal constables, special provincial constables, enforcement officers, bylaw enforcement officers and members of boards and committees.

(3) The minister may, by regulation, require that an employee of the provincial police force take an oath or affirmation in the form and manner the minister prescribes.

(4) An oath or affirmation required to be taken under this section must be filed with the person designated in the regulations.

(5) Subsection (3) does not apply to a person referred to in subsection (2).

1988-53-70; 1997-37-40.



### OATH OF OFFICE

I, Aaron Dawson having been appointed to the position of Bylaw Officer for the Corporation of the City of Parksville do hereby promise and swear and/or affirm:

- a) I will faithfully, honestly and impartially, to the best of my knowledge and ability, execute the powers, duties and functions of my Office;
- b) I will treat all matters and information that comes to my attention, as a result of my Office, in confidence;
- c) I have not received, nor will I receive or accept any payment or reward, or promise of either, in return for the exercise of my powers, duties and functions, other than as permitted by the Municipality;
- d) I will not allow my personal interests to conflict with the duties of my Office; and
- e) I will comply with all policies and directives of the Municipality and comply with all laws.

\_\_\_\_\_  
AARON DAWSON  
Bylaw Compliance Officer

\_\_\_\_\_  
Dated

\_\_\_\_\_  
FRED MANSON, CGA  
Corporate Officer

\_\_\_\_\_  
Dated

**Part 8: Division 3 – Ticketing for Bylaw Offences**

**Ticket offences**

- 264. (1)** A council may, by bylaw,
- (a) designate a bylaw for the purpose of this section, other than a bylaw in relation to a matter prescribed by regulation,
  - (b) designate as a bylaw enforcement officer a person who comes within a class of persons prescribed by regulation, and
  - (c) authorize the use of any word or expression on a ticket issued under subsection (2) to designate an offence against a bylaw.
- (2) If a bylaw is designated under subsection (1), a bylaw enforcement officer may lay an information by means of a ticket for contravention of the bylaw.
- (3) Despite section 13 (1) of the *Offence Act*, an information laid by means of a ticket is valid whether or not it is taken under oath.
- (4) The use on a ticket of
- (a) any word or expression authorized by bylaw under subsection (1) (c) to designate an offence against a bylaw, or
  - (b) a general description of an offence against a bylaw,
- is deemed sufficient for all purposes to describe the offence designated by that word, expression or general description.
- 2003-26-264.

**Penalties in relation to ticket offences**

- 265. (1)** A bylaw under section 260 (1) [*enforcement powers*] may establish one or more of the following penalties in relation to an offence that is dealt with under this Division:
- (a) a fine not greater than the amount prescribed by regulation;
  - (b) in the case of a continuing offence, for each day that the offence continues, a fine not greater than the amount prescribed by regulation.
- (2) In addition but subject to subsection (1), the bylaw may establish different fine amounts that apply depending on whether the amount
- (a) is paid on or before the 30th day from the date on which the ticket is served under section 266 [*laying information and serving ticket*], or
  - (b) is paid after the day referred to in paragraph (a).
- 2003-26-265; 2007-6-1 (B.C. Reg. 189/2007).

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**Laying information and serving ticket**

- 266. (1)** When laying an information by means of a ticket, a bylaw enforcement officer must indicate on the ticket the offence charged and must sign the ticket.
- (2) The bylaw enforcement officer must serve the ticket on the person alleged to have contravened the bylaw.
- (3) Service of a ticket under subsection (2) may be effected by
- (a) serving a copy of the ticket on the person alleged to have contravened the bylaw immediately after the alleged contravention, or
  - (b) causing a copy of the ticket to be served in the same manner as a summons may be served under the *Offence Act*.
- (4) Service of a ticket under subsection (2) may be proved by
- (a) the oral evidence given under oath of the person who served it, or
  - (b) the certificate of the person who served the ticket, if the certificate is endorsed on the ticket or a copy of the ticket.
- (5) The certificate referred to in subsection (4) is proof of the facts stated in the certificate and of the authority of the person who signed it without further proof of the person's appointment or signature.

2003-26-266.

**Choice of paying fine  
or disputing ticket**

267. (1) If a fine established in accordance with section 265 [*penalties in relation to ticket offences*] is indicated on a ticket for an offence charged, the person on whom the ticket is served may, within 14 days after the date of service,
- (a) pay the fine indicated on the ticket to the municipality in accordance with the prescribed instructions, or
  - (b) dispute the allegation contained in the ticket by
    - (i) delivering or having delivered to the address set out in the ticket a written notice of dispute, or
    - (ii) appearing in person at the location set out in the ticket to give notice of dispute.
- (2) A notice of dispute under subsection (1) must contain an address for the person disputing the allegation and sufficient information to identify the ticket and the alleged contravention being disputed.
- (3) For the purpose of subsection (1), a notice of dispute that is delivered by mail is deemed to have been delivered on the date it was mailed.

2003-26-267.

**Effect of paying fine**

268. (1) A person who pays a fine in accordance with section 267 (1) (a) [*choice of paying fine or disputing ticket*] is deemed to have pleaded guilty to the offence with which the person was charged and to have paid the fine imposed.
- (2) If a person who is served with a ticket pays the fine as referred to in subsection (1), no conviction need be drawn up or entered unless it is required under the bylaw contravened or by the person convicted or a prosecutor.

2003-26-268.

**Hearing of dispute**

269. (1) If notice of dispute is given in accordance with section 267 (1) (b) [*choice of paying fine or disputing ticket*], the council must refer the ticket to the Provincial Court for a hearing.
- (2) If a ticket is referred to the Provincial Court under subsection (1), the clerk of the court must send to the person who was served with the ticket, by ordinary mail to the person's address set out in the notice of dispute, a notice of the hearing specifying a time and place for the appearance of the person before a justice.
- (3) If a person appears before a justice at the time and place specified in the notice under subsection (2), section 58 of the *Offence Act* does not apply to the person and the justice has jurisdiction to hear the dispute without examining the notice of dispute or the notice of the hearing or inquiring into the service of the ticket on the person.
- (4) Despite section 60 of the *Offence Act* but subject to the Rules of Court, a justice hearing the trial on a ticket may
  - (a) admit as evidence, whether or not it would be admissible under the laws of evidence, any oral or written testimony or any record or thing that the justice considers is relevant to an issue in the trial and is credible and trustworthy, and
  - (b) adopt procedures that are conducive to justly and expeditiously determining the matter.
- (5) As a restriction, a justice may not admit under subsection (4) (a) anything that is privileged under the laws of evidence.
- (6) If a person who is served with a ticket
  - (a) has
    - (i) appeared before a justice at the time and place specified in the notice under subsection (2), and
    - (ii) pleaded guilty to or been found guilty of the offence with which the person was charged, or
  - (b) is deemed under section 270 or 271 to have pleaded guilty to the offence

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with which the person was charged,  
 no conviction need be drawn up or entered unless it is required under the  
 bylaw contravened or by the person convicted or a prosecutor.  
 2003-26-269; 2007-6-2 (B.C. Reg. 189/2007).

**Failure to appear at hearing**

- 270. (1) A person is deemed to have not disputed a charge if the person fails to appear before a justice to dispute the charge
  - (a) at the time and place specified in the notice of the hearing referred to in section 269 (2) [*hearing of dispute*], or
  - (b) at a new time and place set under section 272 (4) [*time extensions if person not at fault in failing to respond or appear*].
- Aug 01/07 (2) If a person is deemed under subsection (1) to have not disputed a charge,
  - (a) the person is deemed to have pleaded guilty to the offence with which the person was charged, and
  - (b) the fine amount indicated on the ticket is immediately payable to the municipality.
- Aug 01/07 (3) Nothing in subsection (1) is to be construed as abrogating the right of a person to appeal the conviction under section 102 of the *Offence Act*.  
 2003-26-270; 2007-6-3 (B.C. Reg. 189/2007).

**Failure to respond to ticket**

- 271. (1) A person served with a ticket under section 266 [*laying information and serving ticket*] is deemed to have not disputed the charge if
  - (a) the person does not pay the fine or dispute the charge, as provided in section 267 (1) [*choice of paying fine or disputing ticket*], and
  - (b) at least 14 days have elapsed since the ticket was served on the person.
- Aug 01/07 (2) If a person is deemed under subsection (1) to have not disputed the charge, section 270 (2) [*failure to appear at hearing*] applies.
- Aug 01/07 (3) *Repealed.* [2007-6-4 (B.C. Reg. 189/2007)]
- (4) Nothing in subsection (1) is to be construed as abrogating the right of a person to appeal the conviction under section 102 of the *Offence Act*.  
 2003-26-271; 2007-6-4 (B.C. Reg. 189/2007).

**Time extensions if person not at fault in failing to respond or appear**

- 272. (1) A person who is served with a ticket but
  - (a) does not dispute the charge, or
  - (b) fails to appear before a justice at the time and place specified in the notice under section 269 (2) [*notice of hearing*],
 may apply to a justice for a time extension in the circumstances established by this section.
- (2) In the case of a person who did not dispute the charge, the person may only apply if
  - (a) the person has, through no fault of that person, not had an opportunity to dispute the charge, and
  - (b) not more than 30 days have passed since the end of the period referred to in section 267 (1) [*choice of paying fine or disputing ticket*].
- (3) In the case of a person who failed to appear before a justice to dispute the charge, the person may only apply if
  - (a) the failure was through no fault of the person, and
  - (b) not more than 30 days have passed since the date specified in the notice under section 269 (2) [*notice of hearing*].
- (4) The justice to whom the application is made, on being satisfied by affidavit in the prescribed form and with or without hearing from the applicant, that the applicable conditions set out in subsection (2) or (3) have been met may
  - (a) strike out the conviction, if any,
  - (b) in the case of a person who did not dispute the charge, allow the person 14 days after the date the conviction is struck to dispute the charge in accordance with section 267 (1) [*choice of paying fine or disputing ticket*],

- and
- (c) in the case of a person who failed to appear to dispute the charge, set a new time and place for the appearance of the person before a justice.
- (5) If a conviction is struck out under subsection (4), the justice must give the person a certificate of the fact in the prescribed form.

2003-26-272.

**Regulations in relation to ticket offences**

- 273.** The Lieutenant Governor in Council may make regulations as follows:
- (a) prescribing the form and content of the tickets issued under this Division;
  - (b) prescribing matters for the purpose of section 264 (1) (a) [*matters not subject to ticket offences*];
  - (c) prescribing classes of persons for the purpose of section 264 (1) (b) [*ticket offences*];
  - (d) prescribing an amount for the purposes of section 265 (1) [*penalties in relation to ticket offences*];
  - (e) prescribing the form of a certificate of service for the purpose of section 266 (4) [*laying information and serving ticket*];
  - (f) prescribing instructions for paying a fine for the purpose of section 267 (1) (a) [*choice of paying fine or disputing ticket*];
  - (g) prescribing the form of an affidavit for the purpose of section 272 (4) [*time extensions if person not at fault in failing to respond or appear*];
  - (h) prescribing the form of a certificate under section 272 (5) [*time extensions if person not at fault in failing to respond to ticket*].

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2003-26-273; 2007-6-5 (B.C. Reg. 189/2007).

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CHAPTER #26 [SBC 2003]

COMMUNITY CHARTER

Part 8: Division 3 – Ticketing for Bylaw Offences

B.C. Reg.  
425/2003

*COMMUNITY CHARTER*  
COMMUNITY CHARTER BYLAW ENFORCEMENT TICKET REGULATION  
425/2003

**Bylaws excluded from municipal ticketing authority**

1. Bylaws in relation to the following matters are prescribed for the purposes of section 264 (1) (a) [*exclusions from ticketing authority*] of the *Community Charter*:
  - (a) firearms;
  - (b) motor vehicle speed limits.

**Maximum fine amount**

2. The maximum amount of a fine under section 265 [*penalties in relation to ticket offences*] of the *Community Charter* is \$1 000.

**Bylaw enforcement officers**

3. Persons acting as any of the following are prescribed as classes of persons who may be designated as bylaw enforcement officers under section 264 (1) (b) of the *Community Charter*:
  - (a) special constables, officers, members or constables of
    - (i) the provincial police force as defined in section 1 of the *Police Act*, or
    - (ii) a municipal police force;
  - (b) members of the Royal Canadian Mounted Police;
  - (c) local government corporate officers;
  - (d) bylaw enforcement officers under section 36 of the *Police Act*;
  - (e) local assistants to the fire commissioner under section 6 of the *Fire Services Act*;
  - (f) licensing inspectors, building inspectors, animal control officers or other persons acting in another capacity on behalf of a municipality, regional district or local trust committee for the purpose of enforcement of one or more of its bylaws.

**Prescribed forms of tickets and their content**

4. (1) A ticket issued under section 264 [*ticket offences*] of the *Community Charter* must be in Form A or Form B.
  - (2) The certificate of service to be printed on the reverse side of the ticket must be
    - (a) in Form A.1 with respect to a ticket in Form A, and
    - (b) in Form B.1 with respect to a ticket in Form B.
  - (3) The instructions to be printed on the reverse side of the copy of the ticket given to the person alleged to have contravened a bylaw must be
    - (a) in Form A.2 with respect to a ticket in Form A, and
    - (b) in Form B.2 with respect to a ticket in Form B.
  - (4) The notice of bylaw infraction must be in Form B.3.
  - (5) The instructions to be printed on the reverse side of the notice of bylaw infraction must be in Form B.4.

[am. B.C. Reg. 189/2007, Sch. 1.]

**Prescribed form of affidavit**

5. An affidavit in support of an application to strike out a conviction and certificate of striking out of conviction must be in Form C.

B.C. Reg.

*Community Charter*  
COMMUNITY CHARTER BYLAW ENFORCEMENT TICKET REGULATION

425/2003

425/2003



June 24, 2009

**MEMO TO: FRED MANSON, CHIEF ADMINISTRATIVE OFFICER**  
**FROM: L. KITCHEN, DEPUTY CORPORATE ADMINISTRATOR**  
**SUBJECT: REVIEW OF CORPORATE POLICY MANUAL SECTION 9 – FIRE DEPARTMENT POLICIES**

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**ISSUE:**

Review of emergency related policies.

**EXECUTIVE SUMMARY:**

The review of the City's Policy Manual is a project that has been identified by the Administration Department as one that needs to be done. We have found that many of the City's policies are outdated, have become redundant by more recent programs and bylaws or need to be replaced. The purpose of this report is to examine and make recommendations regarding the policies contained in the emergency section of the Corporate Policy Manual applicable to the Fire Department.

**REFERENCES:**

*Corporate Policy Manual  
Review of Emergency Services Policies Applicable To Fire Department - Attached  
Schedules A & B*

**BACKGROUND:**

The Corporate Policy Manual contains all approved Policies for the City, however over time a number of the policies are no longer applicable or have been made redundant by more recent programs and bylaws.

A review of the entire Corporate Policy Manual is being conducted.

As a general rule a policy remains in effect until it is repealed by a subsequent policy or bylaw, or no longer is applicable. Policies can also become *ultra vires* or cease to be valid over time due to the introduction of new bylaws or provincial legislation changes. In order to repeal these policies and remove them from the Corporate Policy Manual, they need to be repealed by Council resolution.

Schedule A, attached, outlines the emergency related policies applicable to the Fire Department and recommended action to be taken.

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Policy No. 9.2 – Fire Department Stipends

Review of the Fire Department Stipends Policy revealed the desire to expand the criteria and dollar amount of stipends provided to members of the Parksville Volunteer Fire Department.

The purpose of the Fire Department Stipends policy is to compensate Volunteer Fire Department members for attending required training courses. Over the past number of years the training required by members of the Parksville Volunteer Fire Department has increased dramatically and continues to increase. The Fire Chief and Deputy Fire Chief have reviewed the policy and have determined that it is appropriate to expand the stipend criteria and to increase the dollar amount of stipends.

Schedule B, attached, lays out the amendments to stipends that have taken place over the past 12 years and outlines the proposed increases.

The proposed increase in stipend to members from \$100 to \$120 is to encourage Volunteer Fire Department members to take additional required training over and above the regular Monday night training sessions, to perform certain facilities and equipment maintenance, to provide Duty Officer coverage on weekends and to provide recognition for the additional time required for Officers.

The proposed inclusion of "Instructor Stipend" of \$160 is to recognize the additional hours of preparation carried out in order to be prepared to deliver the lessons.

The proposed "Recruit Stipend" of \$80 is to provide acknowledgement that recruits are participating in training (recruits attend full weekend training every month for a full year) however are not yet recognized as full volunteer members.

The Duty Officer stipend of \$200 per 24 hour period remains unchanged.

The Company Officers stipend of \$600 per year remains unchanged.

**OPTIONS:**

1. Amend Fire Department Stipends Policy No. 9.2 to expand the criteria and dollar amount of stipends provided to members of the Parksville Volunteer Fire Department (see attached Draft Policy 9.2) and review Policy No. 9.3 Emergency/Natural Disasters and Employee Response to come forward for Council's consideration.
2. Maintain the status quo.

**ANALYSIS OF OPTIONS:**

1. After consideration by the Fire Chief, it was determined that all Fire Department related policies, except Policies No. 9.2 – *Fire Department Stipends* and No. 9.3 - *Emergency/Natural Disasters and Employee Response*, remain current. The Fire Chief has expressed the need to have Policy No. 9.2 amended to expand the criteria and dollar amount of stipends provided to members of the Parksville Volunteer Fire Department.

.../3

Increasing certain stipends and expanding the criteria for stipends will enable the Fire Department to utilize the expertise of members to complete necessary functions for the betterment of the entire Department. Increasing stipends will also assist in the retention of members as the Department will be able to provide compensation for additional duties performed by members outside the scope of training or emergency calls.

It is also recommended that Policy No. 9.3 - *Emergency/Natural Disasters and Employee Response* be amended to meet current requirements and this matter will be brought forward to a future Council meeting for consideration.

2. Maintaining the status quo does not acknowledge and recognize the increased time and effort that the Fire Department volunteer members put into improving their skills for the betterment of the Department and the community of Parksville.

**SUSTAINABILITY/ENVIRONMENTAL IMPLICATIONS:**

N/A

**FINANCIAL IMPACT:**

Funding for the proposed stipend increases can be absorbed in the current Fire Department budget. Further, expanding the criteria for stipends will actually help to reduce some costs to the Department, e.g. currently annual ground ladder inspections are being carried out by a contractor at a cost of approximately \$1,500 per annum, and now this would be done in-house.

**STAFF RECOMMENDATION:**

**THAT** the report from the Deputy Corporate Administrator dated June 24, 2009 entitled "Review of Corporate Policies Applicable to the Fire Department", be received;

**AND THAT** the following Corporate Policies remain current:

- a) 9.1 Auto Extrication Rescue Calls
- c) 9.6 Use of Fire Department Vehicles
- d) 9.9 Fire Safety Inspections
- e) 9.13 Alcohol Consumption at the Fire Hall

**AND THAT** the following Corporate Policies be reviewed and brought forward to Council for consideration:

- f) 9.3 Emergency/Natural Disasters and Employee Response

.../4

**AND FURTHER THAT** Corporate Policy No. 9.2 "Fire Department Stipends" be amended as follows:

Under Purpose, add the words "and performing certain facilities and equipment maintenance, upkeep and development activities."

Under Policy, by replacing points 1, 2, 3 and 4 with the following:

1. The Fire Chief, or designate, may approve the payment of a stipend based on one working day (approximately 8 hours) for authorized activities. Authorized activities taking less than one working day, the stipend will be pro-rated at the discretion of the Fire Chief or designate.

Examples of authorized activities include, but are not limited to training other than regularly scheduled weekly practices, specific maintenance activities like annual hose testing, and specific facilities activities like Training Ground maintenance.

2. Career members of the Parksville Volunteer Fire Department are not eligible to receive a stipend.

Description	Stipend Amount
Basic Daily /Training Tech.	\$120.00
Instructor	\$160.00
Recruit	\$ 80.00
Duty Officer	\$200 per 24 hour period (Reference PVFD OG #5.01.05)
Company Officers	\$600 per year (including applicable benefits)

Respectfully submitted,

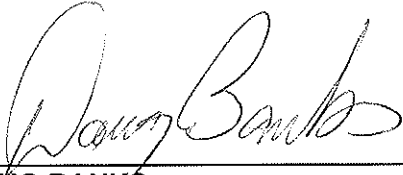


**LYNN KITCHEN**  
Deputy Corporate Administrator

Attachments – Schedules A & B  
- Draft Policy



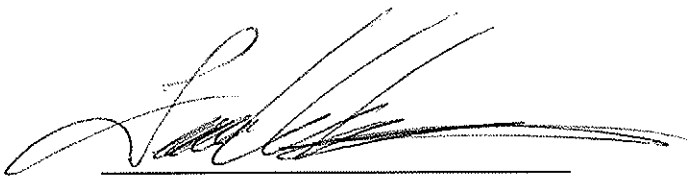
FIRE DEPARTMENT



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**DOUG BANKS**  
Fire Chief

CHIEF ADMINISTRATIVE OFFICER'S COMMENTS:



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**FRED C. MANSON, CGA**  
Chief Administrative Officer

## Schedule A

A review of Section 9 of the Policy Manual has resulted in the following:

1. Policy 9.1 – Auto Extrication Rescue Calls - Council Approved Oct. 19, 1992 - This policy is **still relevant**. This policy provides approval to respond outside Fire Protection Area. The Fire Department currently responds into Errington for this type of call. Other Fire Department's in the area have subsequently purchased their own auto extrication rescue tools. **CURRENT.**
2. Policy 9.2 – Fire Department Stipends – Council Approved July 11, 1988, Revised Dec. 15, 1997, June 15, 1998, Nov. 6, 2000, May 17, 2004 & April 2, 2007 - **TO BE AMENDED**
3. Policy 9.3 – Emergency/Natural Disasters and Employee Response  
Administrator approved Jan. 20, 1993 & Revised Dec. 21, 1998 - It is recommended this policy be reviewed by the Emergency Coordinator and updated to meet current requirements. **TO BE AMENDED.**
4. Policy 9.4 - Security Alarm System Use – **UNDER REVIEW**
5. Policy 9.5 - Threats from the Public – **UNDER REVIEW**
6. Policy 9.6 - Use of Fire Department Vehicles – Administrator approved March 15, 1992 - This policy outlines permitted use of Fire Department vehicles by Department personnel during non-emergency situations. **CURRENT**
7. Policy 9.8 - Security Alarm System Access – **UNDER REVIEW**
8. Policy 9.9 – Fire Safety Inspections - Council Approved Oct. 5, 1992 & Revised Oct. 1, 2007 - This policy establishes frequency levels of fire safety inspections for the municipality to meet requirements of *Fire Services Act*. **CURRENT.**
9. Policy 9.10 - Computer Internet Security – **UNDER REVIEW**
10. Policy 9.11 - Computer System Security – **UNDER REVIEW**
11. Policy 9.12 - Computer system Backup Procedures – **UNDER REVIEW**
12. Policy 9.13 – Alcohol Consumption at the Fire Hall - Council Approved Dec. 6, 2004 - This policy provides volunteer firefighters at the Fire Hall location with the ability to promote social activity and camaraderie as a part of their membership. **CURRENT.**

**HISTORY OF FIRE DEPARTMENT STIPENDS**

**Schedule B**

<b>Date</b>	<b>Council Reso.</b>	<b>Amendment to Stipends</b>
Dec. 15/97	No. 97-598	-Increase payment to \$60.00 per day and to include the Deputy Fire Chief.
June 15/98	No. 98-232	-The Deputy Chief shall be paid \$5,400.00 per year including applicable benefits. -The Duty Officer shall be paid \$100.00 per day (24 hr. period) based on job description.
Nov. 6/00	No. 00-389	-Stipend for Deputy Chief increased to \$6,363.00 annually. -Stipend for Officers and Acting Officers implemented at \$600.00 and \$300.00 per year. -Stipend for duty Officer increased to \$200.00 per day based on job description.
May 17/04	No. 04-176	-Amended in Section 1 to read: "The fire Chief, or designate, may approve the payment of \$80.00 per day to volunteer fire fighters attending approved "out of house" training courses which encompasses a minimum of one working day subject to funds being allocated in the annual budget of the Fire Department. The Fire Chief and the Deputy Chief are not eligible for the stipend." -Section 2 of policy to be deleted.
Apr. 2/07	No. 07-114(1)	-Increase the stipend for attending approved "out of house" training courses from \$80.00 per day to \$100.00 per day.
June 2009	Proposed	-Increase stipend to members from \$100.00 to \$120.00 to encourage additional training. -Inclusion of "Instructor Stipend" of \$160.00 -"Recruit Stipend" of \$80.00 to acknowledge recruits in training. -Duty Officer Stipend of \$200.00 (per 24 hrs) unchanged. -Company Officer Stipend of \$600 (per year) unchanged.

# CITY OF PARKSVILLE

## POLICY

<b>SUBJECT:</b> <i>Fire Department Stipends</i>	<b>POLICY NO:</b> 9.2 <b>RESO. NO:</b> 557 <b>CROSS REF:</b>
<b>EFFECTIVE DATE:</b> July 11, 1988	<b>APPROVED BY:</b> Council
<b>REVISION DATE:</b> December 15, 1997 June 15, 1998 November 6, 2000 May 17, 2004 April 2, 2007 _____	<b>RESO. NO:</b> 97-598 <b>RESO. NO:</b> 98-232 <b>RESO. NO:</b> 00-389 <b>RESO. NO:</b> 04-176 <b>RESO. NO:</b> 07-114(1) <b>RESO. NO:</b> _____ <b>CROSS REF:</b>

**PURPOSE**

To compensate Parksville Volunteer Fire Department members in lieu of wages for attending required training courses, assuming responsibility as an Officer of the Department, acting as Duty Fire Officer and performing certain facilities and equipment maintenance, upkeep and development activities.

**POLICY**

1. The Fire Chief, or designate, may approve the payment of a stipend based on one working day (approximately 8 hours) for authorized activities. Authorized activities taking less than one working day, the stipend will be pro-rated at the discretion of the Fire Chief or designate.

Examples of authorized activities include, but are not limited to training other than regularly scheduled weekly practices, specific maintenance activities like annual hose testing, and specific facilities activities like Training Ground maintenance.

2. Career members of the Parksville Volunteer Fire Department are not eligible to receive a stipend.

Description	Stipend Amount
Basic Daily /Training Tech.	\$120.00
Instructor	\$160.00
Recruit	\$ 80.00
Duty Officer	\$200 per 24 hour period (Reference PVFD OG #5.01.05)
Company Officers	\$600 per year (including applicable benefits)

ooOOoo

*Report to Special Council*

June 19, 2009

MEMO TO: FRED MANSON, CHIEF ADMINISTRATIVE OFFICER  
FROM: AMANDA HAYWOOD, EXECUTIVE ASSISTANT  
SUBJECT: 2009 SPECIAL EVENTS APPLICATIONS  
OUR FILE: 8100-01

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**ISSUE:**

Special Event application from Sunrise Preschool for their "35<sup>th</sup> Anniversary" Celebration on Saturday, August 29, 2009;

Special Event application from Harris Mitsubishi for a "Spyder Crawl Car Show" on Sunday, July 12, 2009.

**EXECUTIVE SUMMARY:**

Under the provisions of the City's Special Events Policy organizations proposing to hold an event on municipal property, streets or parks are required to apply for a special events permit. All events covered in the policy must be approved by Council and event organizers must fulfill the requirements outlined in the policy.

**REFERENCE:**

*Policy No. 8.22 - Applications for Special Events  
Completed Event Application Forms, including Terms and Conditions signed and dated.*

**BACKGROUND:**

So far this year a number of special events have been approved for 2009. The City has received more applications and they are being presented to Council for consideration.

All organizers of approved events are required to maintain general liability insurance coverage during the event. The City must receive a copy of the valid insurance policy, as well as a \$500 refundable security deposit, a minimum of five working days prior to the event in order for the event to proceed.

The main issues associated with special events requests are:

- The impacts of the event on pedestrians, traffic conditions and the public. In some instances there may be minor interruptions to traffic but these are required to be mitigated;
- Access to properties and services by emergency vehicles, the public, utility companies and the municipality;
- Public liabilities and damages that may result from the event

Staff has reviewed the applications and determined that none of the events have scheduling conflicts and the above issues will be properly handled.

The Fire Department, RCMP and Engineering & Operations Department were consulted on all of these applications and no concerns with any of the proposed events have been expressed.

#### OPTIONS:

Option 1: Deny the requests

Option 2: Approve the requests with conditions.

#### ANALYSIS:

1. Denying the requests outright would avoid the need to address any concerns however this would also deny consideration of what may be viewed as positive community events;
2. The approvals could be made conditional upon the applicants addressing legitimate issues and concerns to the satisfaction of the City and other appropriate authorities. Given the City of Parksville is the owner of the Community Park with associated public responsibilities with respect to safety, access, utilities, and other matters, it is appropriate to consider applying reasonable conditions to address these issues.

It is recommended that Council support Option 2.

SUSTAINABILITY/ENVIRONMENTAL IMPLICATIONS: - Nil

FINANCIAL IMPLICATIONS: - Nil

#### RECOMMENDATION:

THAT the following organization be permitted use of the picnic shelter in the Community Park for a special event during the specified date and times outlined in the application form

attached to the report from the Executive Assistant dated June 19, 2009 entitled "2009 Special Events Applications":

Sunrise Preschool "35<sup>th</sup> Anniversary" - Saturday, August 29, 2009

AND THAT the following organization be permitted use of the Kite Field located in the Community Park for a special event during the specified date and times outlined in the application form attached to the report from the Executive Assistant dated June 19, 2009 entitled "2009 Special Events Applications":

Harris Mitsubishi "Spyder Crawl Car Show" - Sunday, July 12, 2009;

AND FURTHER THAT approvals for each event be granted on condition that the organizers adhere to their signed Terms and Conditions forms attached to the report from the Executive Assistant dated June 19, 2009 entitled "2009 Special Events Applications".

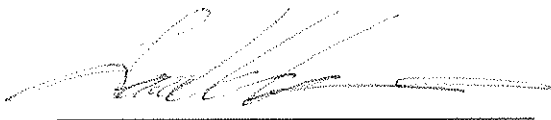
Respectfully submitted



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AMANDA HAYWOOD  
Executive Assistant

**CHIEF ADMINISTRATIVE OFFICER'S COMMENTS:**



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FRED MANSON  
Chief Administrative Officer

## PARK USE APPLICATION FORM (1) (Application to Hold an Event in any City Park)

Date of Application: June 12/09 Name of Event: Sunrise Preschool, 35<sup>th</sup> Anniversary.  
Name of Organization: Sunrise Preschool. Phone: 954-0715  
Contact Name: Michelle Milne Bus. Phone: 248-0552 (closed June 23<sup>rd</sup>)  
Mailing Address: Box 895 Parksville Fax: \_\_\_\_\_  
B.C. Postal Code: V9P-2G5 E-Mail: sunrisepreschoolassoc@hotmail.com  
Alternate Contact: Wendy Mac Phone: 248-6917  
Catherine Buchanan.

Facility(ies) Required: Community Park.

*(Please indicate requested areas of use on attached map if Community Park.)*

Date(s) Requested: August 23 Hours of Use: 1-4pm.

would prefer. August 29

Anticipated Number in Attendance: 200

**(Note: Please provide a list of any other groups coming under the umbrella of this event)**

Purpose of Use: To celebrate our 35<sup>th</sup> year serving the community.

Road Closure Requested: Yes  No  Details: \_\_\_\_\_

Concession Requested: Yes  No  (Subject to Food Concession Policy 3.18)

**Note: You will be responsible for any damages done to irrigation systems as a result of stakes and poles placed without prior Parks Department approval.**

**See Reverse side for Terms and Conditions - Signature required prior to submission for consideration.**

*This portion to be completed by City of Parksville*

Approval:  Yes  No

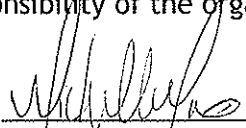
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Date: \_\_\_\_\_



1. Ensure appropriate public access is maintained to all roads, park and adjacent facilities to the satisfaction of the City of Parksville, and **provide written approval** from the RCMP, the Fire Department and the Ambulance Service;
2. Provide all of the necessary traffic controls, parking and emergency access acceptable to the RCMP, the Fire Department and the Ambulance Service;
3. Ensure that any charitable organization members performing traffic control and event parking, clearly state that **any parking fee is strictly by voluntary donation**, and ensure that **this information is visibly posted at the site** and mentioned in any event advertisement;
4. Hold and save harmless the City from and against all claims and damages arising out of, or in any way connected with, the event;
5. Obtain and maintain during the term of this event, a comprehensive general liability insurance policy providing coverage of not less than \$5,000,000.00, naming the City of Parksville as an additional insured. A copy of the policy shall be delivered to the City a minimum of five working days prior to the event;
6. **For events held on the Parksville Civic and Technology Centre site**, obtain and maintain during the term of this event, a comprehensive general liability insurance policy providing coverage of not less than \$5,000,000.00, naming the City of Parksville, School District No. 69 [Qualicum] and Vancouver Island University as additional insureds. A copy of the policy shall be delivered to the City a minimum of five working days prior to the event;
7. Provide the City with a refundable security deposit of \$500.00 (to cover any loss or damage resulting from the event), to be delivered to the City a minimum of five working days prior to the event;
8. Maintain and, if required, refurbish all municipal property and infrastructure to an equal or better condition than that which existed prior to the event, all within 48 hours of the completed event, to the satisfaction of the City of Parksville;
9. Ensure collection of litter from the event site/s, arranging with a waste disposal company for removal/dumping of bins following the event;
10. Make arrangements for installation of portable toilets, in quantity suitable to the expected attendance, for the duration of the event;
11. Ensure that any and all concessions (approved by the City with regard to their standing contract with the operator/s of the Park concession), meet all applicable health and safety requirements;
12. Approval for use of private property is the sole responsibility of the organizer/s.

Michelle Milne  
Printed Name of Authorized Representative

  
Signature

Sunrise Preschool Association  
Name of Organization

June 12/09.  
Date Signed

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1-3

ATTN: Amanda.

# City of Parksville

## PARK USE APPLICATION FORM (1)

(Application to Hold an Event in any City Park)

Date of Application: June 17 2009 Name of Event: Harris Mitsubishi Show Car  
 Name of Organization: HARRIS Mitsubishi Phone: 250-758-5000  
 Contact Name: Doug Culham Bus. Phone: 250-739-0664  
 Mailing Address: 2595 Bowen Road Fax: \_\_\_\_\_  
NANAIMO B.C. Postal Code: V9T 3L4 E-Mail: dculham@harris.mitsubishi.com  
 Alternate Contact: Tony Harris Phone: 250-668-8669

Facility(ies) Required: Grass Field / Kite Field

*(Please indicate requested areas of use on attached map if Community Park.)*

Date(s) Requested: July 12 2009 Hours of Use: 12:00 Pm.  
4: Pm.

Anticipated Number in Attendance: 50

(Note: Please provide a list of any other groups coming under the umbrella of this event)

Purpose of Use: SMALL CAR SHOW

Road Closure Requested: Yes  No  Details: \_\_\_\_\_

Concession Requested: Yes  No  (Subject to Food Concession Policy 3.18)

Note: You will be responsible for any damages done to irrigation systems as a result of stakes and poles placed without prior Parks Department approval.

See Reverse side for Terms and Conditions - Signature required prior to submission for consideration.

This portion to be completed by City of Parksville

Approval:  Yes  No

Date: \_\_\_\_\_

# City of Parksville

## TERMS AND CONDITIONS FOR USE OF CITY OF PARKSVILLE FACILITIES

1. Ensure appropriate public access is maintained to all roads, park and adjacent facilities to the satisfaction of the City of Parksville, and **provide written approval** from the RCMP, the Fire Department and the Ambulance Service;
2. Provide all of the necessary traffic controls, parking and emergency access acceptable to the RCMP, the Fire Department and the Ambulance Service;
3. Ensure that any charitable organization members performing traffic control and event parking, clearly state that **any parking fee is strictly by voluntary donation**, and ensure that **this information is visibly posted** at the site and mentioned in any event advertisement;
4. Hold and save harmless the City from and against all claims and damages arising out of, or in any way connected with, the event;
5. Obtain and maintain during the term of this event, a comprehensive general liability insurance policy providing coverage of not less than \$5,000,000.00, naming the City of Parksville as an additional insured. A copy of the policy shall be delivered to the City a minimum of five working days prior to the event;
6. **For events held on the Parksville Civic and Technology Centre site**, obtain and maintain during the term of this event, a comprehensive general liability insurance policy providing coverage of not less than \$5,000,000.00, naming the City of Parksville, School District No. 69 [Qualicum] and Vancouver Island University as additional insureds. A copy of the policy shall be delivered to the City a minimum of five working days prior to the event;
7. Provide the City with a refundable security deposit of \$500.00 (to cover any loss or damage resulting from the event), to be delivered to the City a minimum of five working days prior to the event;
8. Maintain and, if required, refurbish all municipal property and infrastructure to an equal or better condition than that which existed prior to the event, all within 48 hours of the completed event, to the satisfaction of the City of Parksville;
9. Ensure collection of litter from the event site/s, arranging with a waste disposal company for removal/dumping of bins following the event;
10. Make arrangements for installation of portable toilets, in quantity suitable to the expected attendance, for the duration of the event;
11. Ensure that any and all concessions (approved by the City with regard to their standing contract with the operator/s of the Park concession), meet all applicable health and safety requirements;
12. Approval for use of private property is the sole responsibility of the organizer/s.

Doubt Wilham  
 Printed Name of Authorized Representative

[Signature]  
 Signature

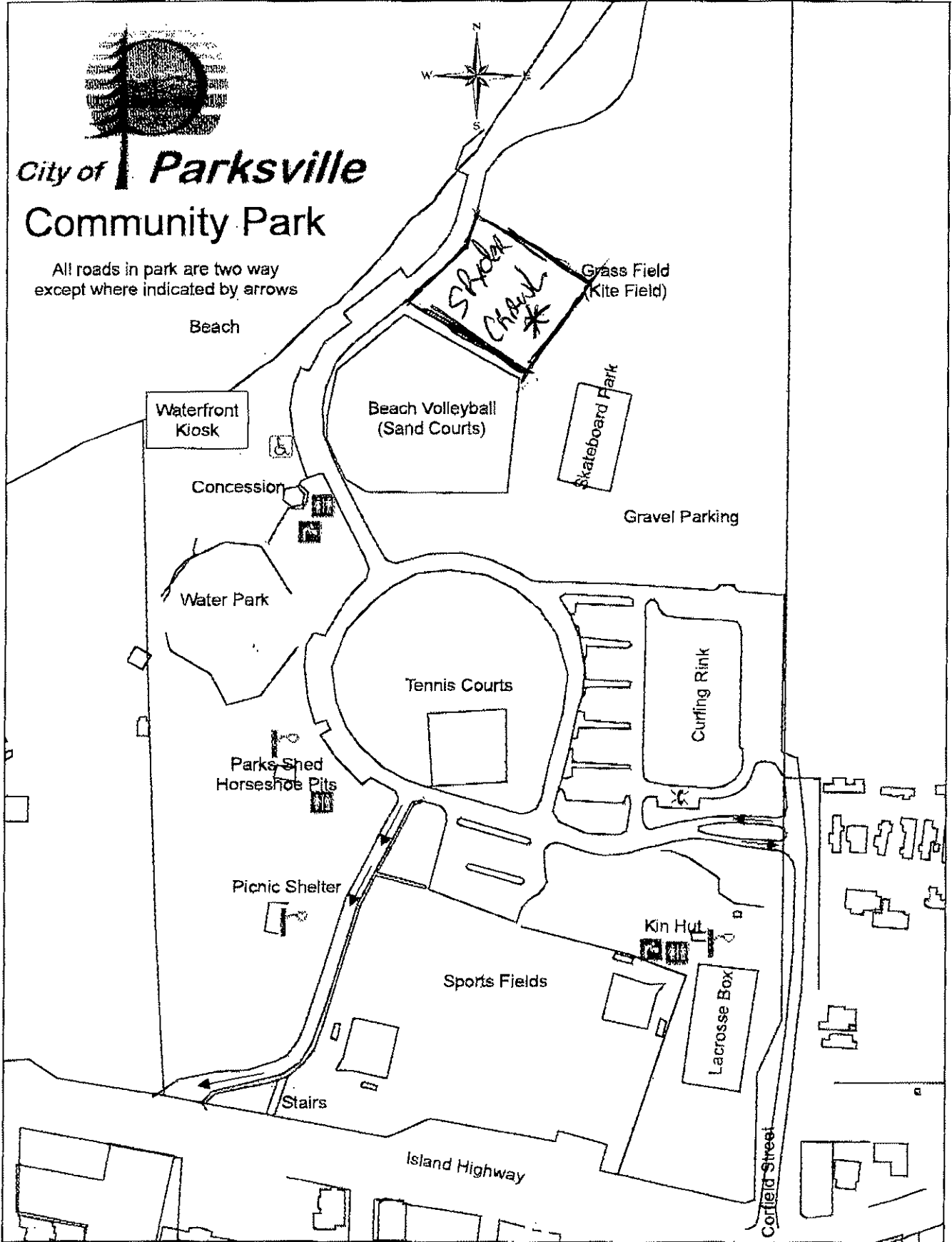
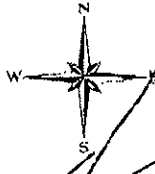
Harris Mitsubishi  
 Name of Organization

June 17 2009  
 Date Signed



# City of Parksville Community Park

All roads in park are two way  
except where indicated by arrows



June 26, 2009

**MEMO TO: HIS WORSHIP THE MAYOR AND MEMBERS OF COUNCIL**

**FROM: FRED MANSON, CHIEF ADMINISTRATION OFFICER**

**SUBJECT: LEASE OF CITY OWNED LAND TO MS. NANCY ANDERSON FOR  
PORTION OF LAND LOCATED AT LOT 1, DISTRICT LOT 127, PLAN  
37388 – 201 PYM STREET**

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**ISSUE:**

Lease of City owned land to Ms. Nancy Anderson

**EXECUTIVE SUMMARY:**

Approval is required by Council to lease a portion of land located at Lot 1, District Lot 127, Nanoose District, Plan 37388 [201 Pym Street] to Ms. Nancy Anderson, owner and operator of Kiddie Kollege in order for her to meet new provincial requirements for outdoor daycare services.

**REFERENCES**

Council Resolution No. 09-125  
Public Notices advertised in the May 29 and June 5, 2009 editions of The News

**BACKGROUND:**

The owner of 205 Pym Street approached the City some months ago with a request to acquire the subject property. The owner is currently operating a daycare service from 205 Pym, however new provincial regulations regarding area requirements for daycare services that offer outdoor activities require the owner to either stop their outdoor activity program or acquire additional outdoor space for consolidation with their existing property (205 Pym).

Discussions with the owner of 205 Pym indicated that in lieu of outright purchase, their need for additional space could be met through a lease of only that portion of the property that is directly adjacent to and between the west boundary of their property and the east side of the old utility building.

This area has been outlined in red on the attached plan which is attached as Schedule A to this report. Staff has reviewed this request and have determined that leasing would be an acceptable option for Councils consideration with the following conditions:

.../2

1. The owner would be responsible for any costs associated with removal and reconstruction of and required fencing, both at the beginning of, and upon termination of the lease.
2. The owner would grant the City unrestricted access to the east wall of the old utility building (for maintenance purposes) with 24 hours advanced notice.
3. The owner agrees that the usage of the property is restricted to only those activities that could reasonably be associated with the normal outdoor activities of a daycare.
4. No improvements would be placed on the leased property without the written authorization of the City. Notwithstanding the forgoing, the City does acknowledge and agrees to the owner installing playground equipment on that portion of the property outlined in red on Schedule A.
5. The owner agreeing to obtaining third party liability insurance with the City as a named insured in the amount of \$5,000,000.

At the May 20, 2009 Council meeting the request to lease a portion of 201 Pym Street was approved in principle and the required public notification process, under Section 26 of the *Community Charter*, too place in the May 29 and June 5, 2009 editions of The News . No objections to the proposed lease have been received.

#### **OPTIONS**

1. Decline the request from Ms. Nancy Anderson to lease a portion of 201 Pym Street and refer the matter back to Administration with direction on a course of action.
2. Approve a lease agreement with Ms. Nancy Anderson for a portion of 201 Pym Street.

#### **ANALYSIS**

Leasing the portion of the property outlined on Schedule A provides an opportunity for the City to retain the benefits the City has been receiving from the property as well as allowing some minimal income. A 3 year lease is in order as Section 73 (1) (b) of the Land Titles Act states that except upon compliance with the ACT, a parcel must not be divided into smaller parcels for the purpose of leasing for terms exceeding 3 years. A provision for renewal has been provided in the draft lease to go beyond the 3 year limit. This is not an automatic renewal and it must be mutually agreed to by both parties rather than at the option of one party or the other.

### **FINANCIAL IMPLICATIONS**

Aside from staff time in preparing the lease and coordinating the relocation of the indicated fence, there would be minimal costs to the City. The \$1,500.00 annual lease revenue would be roughly double the annual property taxes if the property were taxable in private hands in its current state.

### **SUSTAINABILITY/ENVIRONMENTAL IMPLICATION:**

Since the property was acquired in January 1982, its only City use has been for a water utility pumping station, which has subsequently been decommissioned. The property is currently totally under pavement and the old pump station building is being used for miscellaneous parks storage. Even with leasing a portion of this property, there still is benefit to the City from the property, both through the continued usage of the old utility building for miscellaneous parks materials and equipment storage, as well as access to the remaining water mains running under the property between Pym Street and Orchid Close.

### **RECOMMENDATION**

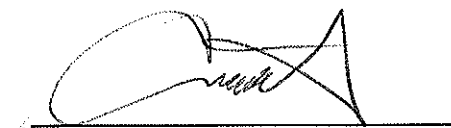
THAT the report from the Chief Administrative Officer June 26, 2009 entitled "Lease of City Owned Land to Ms. Nancy Anderson for a Portion of 201 Pym Street", be received;

AND THAT the proposed lease agreement with Ms. Nancy Anderson for a portion of Lot 1, District Lot 127, Nanoose District, Plan 37388 [201 Pym Street], as outlined in red on the Schedule A attached to this report, to be used as outdoor daycare activity space, be approved for the period July 1, 2009 to June 30, 2012 at a monthly rental rate of \$125.00 and a three year mutually agreeable option to renew.



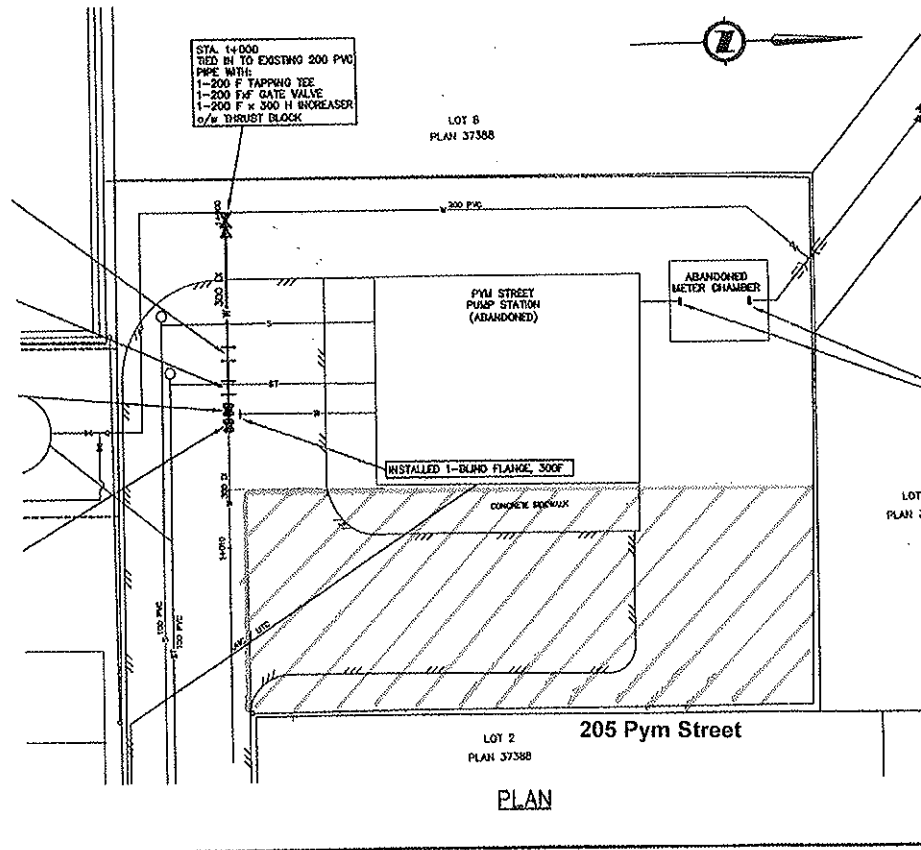
Fred C. Manson, C.G.A.  
Chief Administrative Officer

### **MANAGER OF OPERATIONS COMMENTS:**



Al Metcalf  
Manager of Operations

Schedule A





**PROPERTY LEASE**

**201 Pym Street, Parksville, B.C.**

THIS LEASE, dated for reference the 1st day of August, 2009 is made and entered into by the Landlord and Tenant named herein who, in consideration of the covenants herein contained, agree as follows:

**1. BASIC TERMS, SCHEDULES, and DEFINITIONS**

**1.1 Basic Terms**

(a) Landlord:

City of Parksville  
Address: PO Box 1390 100 E. Jensen Avenue, Parksville BC V9P 2H3

(b) Tenant:

Nancy Andersen  
Parksville Kiddie Kollege  
205 Pym Street,  
Parksville, B.C. V9P 2H3

(c) Leased Property:

That portion of Civic Address - 201 Pym Street, Parksville B.C., Legal Description - Lot 1, Plan 37388, District Lot 27, Land District 33. as outline in red on Schedule B.

(d) Term:

See clause 3

(e) Commencement Date:

August 1<sup>st</sup>, 2009

(f) Annual Base Rent:

\$1,500 per annum

(g) Permitted Use:

For the purpose of outdoor activities ancillary to child daycare services.

The parties approve the foregoing Basic Terms. Each reference in this Lease to any of the Basic Terms shall be construed to include the provisions set forth above 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 Schedules

All Schedules to this Lease are incorporated into and form an integral part of this Lease and are as follows:

SCHEDULE	SUBJECT	CLAUSE
A	Definitions	1.3
B	Leased Area	1.1 (c)

## 1.3 Definitions

In this Lease, the words, phrases and expressions set forth in Schedule A are used with the meanings defined therein.

## 2. Property

In consideration of the rents, covenants, and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed, and performed, the Landlord hereby demises and leases to the Tenant, and the Tenant leases from the Landlord, the Landlord's interest in the Leased Property.

## 3. TERM

### 3.1 Term

The term of this Lease is for a period of thirty-six (36) months, commencing on August 1<sup>st</sup>, 2009 and ending on, July 31, 2012, unless terminated sooner as provided in this Lease.

At the expiration of the term a renew for one (1) further period of thirty-six (36) months may be granted as set out in clause

### 3.2 Tenant's Work

The Tenant agrees that they will be responsible for any costs associated with the removal and reconstruction of any required fencing, both at the beginning of, and upon termination of the lease. For the purposes of this work the Landlord and the Tenant further agree that the provisions of Article 11 will apply.

## 4. RENT

### 4.1 Rent

The Tenant shall yield and pay for the Leased Property to the Landlord during the Term in lawful money of Canada without any setoff, abatement (except as provided in clause 7.3), compensation, or deduction whatsoever on the days and at the times hereinafter specified, Rent which shall include the aggregate of the sums specified in subclauses (a) and (b) below:

(a) Annual Base Rent

Annual Base Rent in the amount per annum set out in subclause 1.1(f) for each respective Lease Year, subject to the adjustment provisions of clause 4.2; and

(b) Additional Rent

Such other amounts, charges, costs, and expenses as are required to be paid by the Tenant to the Landlord pursuant to this Lease in addition to Annual Base Rent.

**4.2 Payment of Rent**

The Tenant shall pay the Rent provided for in this Article 4 as follows:

(a) Annual Base Rent

The Annual Base Rent shall be paid in equal consecutive monthly instalments in advance on the first day of each and every month during the Term. The Tenant shall pay the first monthly instalment of the Annual Base Rent on the Commencement Date.

(b) Basis of Determining Rent

The Tenant acknowledges that the Annual Base Rent is calculated and payable on the basis of the Leased Property, being as set out in subclause 1.1(c) and at the rate set out in subclause 1.1(f) for the entire property.

(c) Post-dated Cheques

If requested by the Landlord from time to time, the Tenant will provide to the Landlord without prejudice to any other right or remedy of the Landlord a series of cheques, post-dated to the respective due dates of payments, for the amounts of the Rent and estimates on account thereof which are periodically payable under this Lease.

**4.3 Rent for Irregular Periods**

All Rent reserved herein shall be deemed to accrue from day to day, and if for any reason it shall become necessary to calculate Rent for irregular periods of less than one year an appropriate pro-rata adjustment shall be made on a daily basis in order to compute Rent for such irregular period.

**4.4 Waiver of Offset**

The Tenant hereby waives and renounces any and all existing and future claims, offsets, and compensation against any Rent and agrees to pay such Rent regardless of any claim, offset, or compensation which may be asserted by the Tenant or on its behalf.

#### 4.5 Application of Payments

All payments by the Tenant to the Landlord under this Lease shall be applied toward such amounts then outstanding hereunder as the Landlord determines and the Landlord may subsequently alter the application of any such payment.

### 5 TENANT'S COVENANTS

The Tenant covenants with the Landlord as follows:

(a) 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.

(b) Occupancy and Permitted Use

To take possession of and occupy the Leased Property, to use the Leased Property only for the purpose set out in subclause 1.1(g) and not to use or permit to be used the Leased Premises or any part thereof for any other purpose.

(c) Waste and Nuisance

Not to commit or permit; any waste or injury to the Building or the Leased Premises including any Leasehold Improvements; any conduct which, could constitute a nuisance to the Landlord anyone else; or any other use or manner of use which in the opinion of the Landlord acting reasonably, may have an adverse impact on the reputation of the Landlord.

(d) Insurance Risks

Not to do, omit to do, or permit to be done or omitted to be done upon the Leased 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 shall cause any policy of insurance to be subject to cancellation.

(e) Cleanliness

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

(f) Compliance with Laws

To comply at its own expense with all municipal, provincial, and federal sanitary, fire, and safety laws, bylaws, regulations, and requirements pertaining to the operation and use of the Leased Premises, the condition of any Leasehold Improvements, and the making by the Tenant of any repairs, changes or improvements therein.

(g) Installations

To permit the Landlord during the Term, at the Landlord's cost, to install any equipment in or make alterations to the Leased Premises necessary to comply with the requirements of any statute, law, bylaw, ordinance, order, or regulation referred to in subclause 5(f).

(i) Overholding

That if the Tenant shall continue to occupy the Leased Premises after the expiration of this Lease without any further written agreement and without objection by the Landlord, the Tenant shall be a monthly tenant at a monthly base rent equal to 120% of the monthly installment of Annual Base Rent payable by the Tenant as set forth in Article 4 during the last month of the Term and (except as to length of tenancy) subject to the provisions and conditions herein set out; provided however, that in the event an agreement is reached between the Landlord and the Tenant renewing this Lease then:

- (i) if the annual base rent payable by the Tenant under the renewed Lease is less than the Annual Base Rent payable by the Tenant hereunder then the Tenant will be entitled to a credit against the Tenant's first monthly payment under the renewed Lease in an amount equal to the difference between the annual base rent actually paid by the Tenant during the overholding period and the annual base rent that would have been paid during that period at the rental rate as agreed in the renewal Lease; and
- (ii) if the annual base rent payable by the Tenant under the renewed Lease is greater than the Annual Base Rent payable by the Tenant hereunder then the Tenant must pay to the Landlord at the time of the Tenant's first Annual Base Rent payment under the renewed Lease an additional amount equal to the difference between the annual base rent that would have been paid during the over holding period at the rental rate as agreed in the renewal Lease and the annual base rent actually paid by the Tenant during that during period.

(j) Signs

Not to paint, display, inscribe, place, or affix any sign, symbol, notice, or lettering of any kind anywhere outside or within the Leased Premises so as to be visible from the outside of the Leased Premises.

(k) 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 Leased Premises for the purpose of inspection or making repairs, alterations, or improvements to the Leased Premises pursuant to the Landlord's obligations under this Lease, or to have access to utilities and services, and the Tenant shall provide free and unimpeded access for the purpose, and shall not be entitled to compensation for any inconvenience, nuisance, or discomfort caused thereby, but the Landlord in exercising its rights hereunder shall proceed to the extent reasonably possible so as to minimize interference with the Tenant's use and enjoyment of the Leased Premises.

## 6. LANDLORD'S COVENANTS

The Landlord covenants with the Tenant as follows:

### (a) Quiet Enjoyment

Provided the Tenant pays the rent hereby reserved and performs its other covenants herein contained, the Tenant shall and may peaceably possess and enjoy the Leased Premises for the Term hereby granted, without any interruption or disturbance from the Landlord or its assigns, or any other person or persons lawfully claiming by, from, through, or under the Landlord.

## 7 REPAIR, DAMAGE, AND DESTRUCTION

### 7.1 Landlord's Repairs

The Landlord covenants with the Tenant:

- (a) Subject to subclause 7.3(b), to keep the structural members or elements of the Building including the foundation, roof, and exterior walls in a good and reasonable state of repair consistent with the general standards of comparable buildings of similar age and character in Parksville:
- (b) To repair defects in construction performed or installations made by the Landlord in the Leased Premises and Insured Damage.

### 7.2 Tenant's Repairs

The Tenant covenants with the Landlord:

- (a) Subject to subclause 7.3(b), to keep in a good and reasonable state of repair and consistent with the general standards of comparable property of similar age and character in Parksville, the Leased Premises including all Leasehold Improvements and the exterior of the east wall of the Building but with the exception of structural members or elements of the Leased Premises, defects in construction performed or installations made by the Landlord and Insured Damage therein;

- (b) That the Landlord may enter and view the state of repair, and that the Tenant will repair according to notice in writing, and that the Tenant will leave the Leased Premises in a good and reasonable state of repair, subject always to the exceptions referred to in subclause 7.2(a); and
- (c) That if any part of the Building, of this Lease becomes out of repair, damaged, or destroyed through the negligence or misuse of the Tenant or its employees, invitees, or others over which the Tenant can reasonably be expected to exercise control, the expense of repairs or replacements necessitated thereby shall be reimbursed to the Landlord promptly upon demand.

### 7.3 Abatement and Termination

It is agreed between the Landlord and the Tenant that in the event of damage to the Leased Premises:

- (a) if the damage is such that the Leased Premises or any substantial part thereof are rendered not reasonably capable of use and occupancy by the Tenant for the purposes of its business for any period of time in excess of 10 days, then:
  - (i) unless the damage was caused by the fault or negligence of the Tenant or its employees, invitees, or others under its control, from and after the date of occurrence of the damage and until the Leased Premises are again reasonably capable of use and occupancy as aforesaid, Rent shall abate from time to time in proportion to the part or parts of the Leased Premises not reasonably capable of use and occupancy, and
  - (ii) unless this Lease is terminated as hereinafter provided, the Landlord or the Tenant, as the case may be (according to the nature of the damage and their respective obligations to repair as provided in clauses 7.1 and 7.2) shall repair such damage with all reasonable diligence, but to the extent that any part of the Leased Premises is not reasonably capable of such use and occupancy by reason of damage which the Tenant is obligated to repair hereunder, any abatement of Rent to which the Tenant is otherwise entitled hereunder shall not extend later than the time by which, in the reasonable opinion of the Landlord, repairs by the Tenant ought to have been completed with reasonable diligence.
- (b) if the Leased Premises are substantially damaged or destroyed by any cause to the extent such that in the reasonable opinion of the Landlord they cannot be repaired (based on standard hours of construction work) within 240 days after the occurrence of the damage or destruction, then the Landlord may at its option, exercisable by written notice to the Tenant given within 60 days after the occurrence of such damage or destruction, terminate this Lease, in which event neither the Landlord nor the Tenant shall be bound to repair as provided in clauses 7.1 and 7.2, and the Tenant shall instead deliver up possession of the Leased Premises to the Landlord with reasonable expedition but in any event within 60 days

after delivery of such notice of termination, and Rent shall be apportioned and paid to the date upon which possession is so delivered up (but subject to any abatement to which the Tenant may be entitled under subclause 7.3(a) by reason of the Leased Premises having been rendered in whole or in part not reasonably capable of use and occupancy), but otherwise the Landlord or the Tenant as the case may be (according to the nature of the damage and their respective obligations to repair as provided in clauses 7.1 and 7.2) shall repair such damage with reasonable diligence.

## **8 TAXES**

### **8.1 Tenant's Tax Obligations**

The Tenant covenants with the Landlord, to pay when due, all taxes.

### **8.2 Goods and Services Tax**

The Tenant shall pay to the Landlord goods and services tax in accordance with the applicable legislation at the same time as the amounts to which such goods and services tax apply are payable to the Landlord under the terms of this Lease or upon demand at such other time or times as the Landlord from time to time determines. The Landlord will provide the Tenant with its goods and services tax registration number. Notwithstanding any other section of this Lease, the amount payable by the Tenant under this clause shall be deemed not to be Rent, but the Landlord shall have the same remedies for and rights of recovery of such amount as it has for recovery of Rent under this Lease.

## **9. ADDITIONAL SERVICES**

### **9.1 Additional Services**

If the Tenant wishes to make repairs or alterations within the Leased Premises, or requires other service in the Leased Premises, then the Landlord, may at its option, by way of Additional Services, provide or have its designated agents or contractors provide such service, provided that the designated agent or contractor and the estimate of the cost of the service is approved in advance by the Tenant. The Cost of Additional Services provided shall be paid to the Landlord by the Tenant from time to time promptly upon receipt of invoices therefor from the Landlord.

## **10 LICENSES, ASSIGNMENTS, AND SUBLETTINGS**

### **10.1 Licencing, Assigning and Subletting**

The Tenant shall not assign this Lease in whole or in part, and shall not sublet all or any part of the Leased Premises and shall not licence all or any part of the Leased Premises without the Tenant obtaining the prior written consent of the Landlord in each instance, which consent may be unreasonably withheld if the operation and business undertaking of the assignee, subtenant or licensee, as the case may be, is not substantially the same as the operation and business undertaking of the Tenant, but will not be unreasonably withheld otherwise. In requesting the



Landlord's consent to an assignment, sublease or licence, the Tenant must provide the Landlord with all information requested by the Landlord. The Tenant must, if required by the Landlord, enter into sub-leases, assignment agreements or licences on terms required by the Landlord, including requirements for insurance and indemnities.

## **11 IMPROVEMENTS**

### **11.1 Installation of Fixtures and Improvements**

The Tenant will not alter the Building or make, erect, install, any Leasehold Improvements on the building or in the Leased Premises, without having requested and obtained the Landlord's prior written approval, which the Landlord shall not unreasonably withhold. In making, erecting, installing, or altering the Building or the Leased Premises, the Tenant shall comply with the tenant construction guidelines as established by the Landlord from time to time, shall obtain all required building and occupancy permits, shall not alter or interfere with any installations which have been made by the Landlord without the prior written approval of the Landlord. The Tenant's request for any approval hereunder shall be in writing and accompanied by a reasonably detailed description of the contemplated work and, where appropriate, plans, working drawings, and specifications thereof.

Any out-of-pocket expense incurred by the Landlord in connection with any such approval shall be deemed incurred by way of Additional Services. All work to be performed on the building or in the Leased Premises shall be performed by competent contractors and subcontractors of whom the Landlord shall have approved (such approval not to be unreasonably withheld). All such work shall be subject to inspection by and the reasonable supervision of the Landlord as an Additional Service and shall be performed in accordance with any reasonable conditions or regulations imposed by the Landlord and completed in good and workmanlike manner in accordance with the description of the work approved by the Landlord.

### **11.2 Liens and Encumbrances on Fixtures and Improvements**

In connection with the making, erection, installation, or alteration of any Leasehold Improvements in the Leased Premises and all other work or installations made by or for the Tenant in the Leased Premises, the Tenant shall comply with all of the provisions of the *Builders Lien Act*, S.B.C. 1997, c. 45 and amendments thereto, and other statutes from time to time applicable thereto (including any provision requiring or enabling the retention of portions of any sums payable by way of holdbacks), shall permit the Landlord to take all steps to enable the Landlord to obtain the benefit of the provisions of the *Builders Lien Act*, and, except as to any lawful holdback, shall promptly pay all accounts relating thereto. The Tenant shall not create any mortgage, conditional sale agreement, general security agreement under the *Personal Property Security Act*, R.S.B.C. 1996, c. 359 and amendments thereto, or other encumbrance in respect of its Leasehold Improvements, or permit any such mortgage, conditional sale agreement, general security agreement under the *Personal Property Security Act*, or other encumbrance to attach to the Leased Premises. If and when any builders' or other lien for work, labour, services, or materials supplied to or for the Tenant or for the cost of which the Tenant may be in any way liable or claims therefor shall arise or be filed or any such mortgage, conditional sale agreement, general security agreement under the *Personal Property Security Act*, or other encumbrance shall attach, the Tenant shall within 20 days after receipt of

notice thereof procure the discharge thereof, including any certificate of action registered in respect of any lien, by payment or giving security or in such other manner as may be required or permitted by law, and failing which the Landlord may in addition to all other remedies hereunder avail itself of its remedy under clause 15.1 and may make any payments required to procure the discharge of any such liens or encumbrances, and shall be entitled to be reimbursed by the Tenant as provided in clause 15.1, and its right to reimbursement shall not be affected or impaired if the Tenant shall then or subsequently establish or claim that any lien or encumbrance so discharged was without merit or excessive or subject to any abatement, setoff, or defence.

### **11.3 Removal of Leasehold Improvements**

All Leasehold Improvements in or upon the Leased Premises shall immediately upon affixation be and become the Landlord's property without compensation therefor to the Tenant. Except to the extent otherwise expressly agreed by the Landlord in writing, no Leasehold Improvements shall be removed by the Tenant from the Leased Premises either during or at the expiration or sooner termination of the Term. The Tenant shall, in the case of every removal either during or at the end of the Term, immediately make good any damage caused to the Leased Premises by the installation and removal.

### **11.4 Alterations by Landlord**

The Landlord reserves the right from time to time to:

- (a) make any deletions, changes, and additions to the facilities of every kind throughout the Leased Premises;
- (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 Leased Premises, but by exercising any such rights, the Landlord shall not be deemed to have constructively evicted the Tenant or otherwise to be in breach of this Lease.

## **12 INSURANCE AND LIABILITY**

### **12.1 Landlord's Insurance**

The Landlord shall be deemed to have insured (for which purpose it shall be a co-insurer, if and to the extent that it shall not have insured) the Building and all improvements and installations made by the Landlord in the Leased Premises, except to the extent hereinafter specified, in respect of perils and to amounts and on terms and conditions which from time to time are insurable at a reasonable premium and which are normally insured by reasonably prudent owners of properties similar to the Building, as from time to time determined at reasonable intervals (but which need not be determined more often than annually) by insurance advisors selected by the Landlord, and whose written opinion shall be conclusive. Upon the request of the Tenant from time to time the Landlord

will furnish a statement as to the perils in respect of which and the amounts to which it has insured the Building. The Landlord may maintain such other insurance in such amounts and upon such terms as would normally be carried by a prudent owner.

## 12.2 Tenant's Insurance

The Tenant shall take out and keep in force during the Term:

- (a) comprehensive general liability (including bodily injury, death, and property damage) insurance on an occurrence basis with respect to the Tenant's use and occupancy of the Leased Premises, of not less than \$5,000,000 per occurrence, which insurance shall include the Landlord as a named insured and shall protect the Landlord in respect of claims by the Tenant as if the Landlord were separately insured; and
- (b) insurance in such amounts as may be reasonably required by the Landlord in respect of fire and such other perils, as are from time to time defined in the usual extended coverage endorsement covering the Tenant's trade fixtures and the furniture and equipment of the Tenant and (except as to Insured Damage) all Leasehold Improvements in the Leased Premises, and which insurance shall include the Landlord as a named insured as the Landlord's interest may appear with respect to the insured Leasehold Improvements and provided that any proceeds recoverable in the event of loss to Leasehold Improvements shall be payable to the Landlord, but the Landlord agrees to make available such proceeds toward the repair or replacement of the insured property if this Lease is not terminated under any other provision hereof.

All insurance required to be maintained by the Tenant hereunder shall be on terms and with insurers to which the Landlord has no reasonable objection and shall provide that such insurers shall provide to the Landlord 30 days' prior written notice of cancellation or material alteration of such terms. The Tenant shall furnish to the Landlord certificates or other evidence acceptable to the Landlord as to the insurance from time to time required to be effected by the Tenant and its renewal or continuation in force, either by means of a certified copy of the policy or policies of insurance with all amendments and endorsements or a certificate from the Tenant's insurer which, in the case of comprehensive general liability insurance, shall provide such information as the Landlord reasonably requires. If the Tenant shall fail to take out, renew, and keep in force such insurance the Landlord may do so as the agent of the Tenant and the Tenant shall repay to the Landlord any amounts paid by the Landlord as premiums forthwith upon demand.

## 12.3 Limitation of Landlord's Liability

The Tenant agrees that the Landlord shall not be liable to the Tenant 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 or for any interruption of any business carried on in the Leased Premises unless wholly caused by reason of the Landlord's breach of any of the Landlord's

covenants under this Lease or by reason of the negligence of the Landlord or anyone for whose conduct the Landlord is responsible.

#### **12.4 Limitation of Tenant's Liability**

The Landlord releases the Tenant from all claims or liabilities in respect of any damage that is Insured Damage, to the extent of the cost of repairing such damage, but not from injury, loss, or damage which is consequential thereto or which arises therefrom where the Tenant is negligent or otherwise at fault.

#### **12.5 Indemnity of Landlord**

Except as provided in clause 12.4, the Tenant agrees to indemnify and save harmless the Landlord in respect of all claims for bodily injury or death, property damage, or other loss or damage arising from the conduct of any work by or any act or omission of the Tenant or any assignee, subtenant, agent, employee, contractor, invitee, or licensee of the Tenant, and in respect of all costs, expenses, and liabilities incurred by the Landlord in connection with or arising out of all such claims, including the expenses of any action or proceeding pertaining thereto, and in respect of any loss, costs, expense, or damage suffered or incurred by the Landlord arising from any breach by the Tenant of any of its covenants and obligations under this Lease. This indemnity shall survive the expiry or termination of this Lease.

### **13 SUBORDINATION, ATTORNMENT, REGISTRATION, AND CERTIFICATES**

#### **13.1 Tenant's Covenants**

The Tenant agrees with the Landlord that:

(a) **Registration**

The Tenant agrees that the Landlord shall not be obliged to deliver this Lease in form registrable under the *Land Title Act*, R.S.B.C. 1996, c. 250 and covenants and agrees with the Landlord not to register this Lease.

### **14 OCCURRENCE OF DEFAULT**

#### **14.1 Unavoidable Delay**

Except as herein otherwise expressly provided, if and whenever and to the extent that either the Landlord or the Tenant shall be prevented, delayed, or restricted in the fulfilment of any obligations hereunder in respect of the supply or provision of any service or utility, the making of any repair, the doing of any work or any other thing (other than the payment of Rent) by reason of civil commotion, war-like operation, invasion, rebellion, hostilities, sabotage, strike, or work stoppage, or being unable to obtain any material, service, utility, or labour required to fulfil such obligation or by reason of any statute, law, or regulation of or inability to obtain any permission from any governmental authority having lawful jurisdiction preventing, delaying, or restricting such

fulfilment, or by reason of other unavoidable occurrence other than lack of funds, the time for fulfilment of such obligation shall be extended during the period in which such circumstance operates to prevent, delay, or restrict the fulfilment thereof, and the other party to this Lease shall not be entitled to compensation for any inconvenience, nuisance, or discomfort thereby occasioned, nor shall rent abate; but nevertheless the Landlord will use reasonable efforts to maintain services essential to the use and enjoyment of the Leased Premises.

#### **14.2 No Admission**

The acceptance of any rent from or the performance of any obligation hereunder by a person other than the Tenant shall not be construed as an admission by the Landlord of any right, title, or interest of such person as a subtenant, assignee, transferee, or otherwise in the place and stead of the Tenant.

#### **14.3 Part Payment**

The acceptance by the Landlord of a part payment of any sums required to be paid hereunder shall not constitute waiver or release of the right of the Landlord to payment in full of such sums.

### **15 TENANT'S DEFAULT, REMEDIES OF LANDLORD, AND SURRENDER**

#### **15.1 Remediying by Landlord, Non-payment, and Interest**

In addition to all the rights and remedies of the Landlord available to it in the event of any default hereunder by the Tenant, either by any other provision of this Lease or by statute or the general law, the Landlord:

- (a) shall have the right at all times to remedy or attempt to remedy any default of the Tenant, and in so doing may make any payments due or alleged to be due by the Tenant to third parties and may enter upon the Leased Premises to do any work or other things therein, and in such event all expenses of the Landlord in remedying or attempting to remedy such default together with an administrative charge equal to 15% of the total of such expenses shall be payable by the Tenant to the Landlord forthwith upon demand;
- (b) shall have the same rights and remedies in the event of any non-payment by the Tenant of any amounts payable by the Tenant under any provision of this Lease as in the case of non-payment of Rent;
- (c) if the Tenant shall fail to pay any Rent promptly when due, shall be entitled, if it shall demand it, to interest thereon at a rate of 3% per annum in excess of the Prime Rate; and
- (d) shall be entitled to be reimbursed by the Tenant, and the Tenant shall forthwith pay the Landlord, the amount of all costs and expenses (including, without limitation, legal costs on a solicitor and own-client basis) incurred by the Landlord in connection with the default or in efforts to enforce any of the rights, or to seek any of the remedies, to which the Landlord is or may be entitled hereunder.

## 15.2 Remedies Cumulative

The Landlord may from time to time resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Tenant, either by any provision of this Lease or by statute or the general law, all of which rights and remedies are intended to be cumulative and not alternative, as the express provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Landlord by statute or the general law.

## 15.3 Right of Re-entry on Default

Provided and it is expressly agreed that if and whenever the Rent hereby reserved or other moneys payable by the Tenant or any part thereof, whether lawfully demanded or not, are unpaid and the Tenant shall have failed to pay such Rent or other moneys within five days after the Landlord has given to the Tenant notice requiring such payment; or if the Tenant shall breach or fail to observe and perform any of the covenants, agreements, provisos, conditions, rules, or regulations and other obligations on the part of the Tenant to be kept, observed, or performed hereunder and such breach or failure continues for 10 days after the Landlord has given the Tenant notice thereof; or if without the written consent of the Landlord the Leased Premises shall be used by any other persons than the Tenant or its permitted assigns or permitted subtenants or for any purpose other than that for which the Leased Premises were leased, or occupied by any persons whose occupancy is prohibited by this Lease; or if the Leased Premises shall be vacated or abandoned or remain unoccupied for 15 days or more while capable of being occupied; or if the Term or any of the goods and chattels of the Tenant shall at any time be seized in execution or attachment; or if a receiver or receiver-manager is appointed of the business or property of the Tenant; or if the Tenant shall make any assignment for the benefit of creditors or any bulk sale, become bankrupt or insolvent or take the benefit of any statute now or hereafter in force for bankrupt or insolvent debtors or (if a corporation) shall take any steps or suffer any order to be made for its winding-up or other termination of its corporate existence; or if any policy of insurance upon the Building from time to time effected by the Landlord shall be cancelled or about to be cancelled by the insurer by reason of the use or occupation of the Leased Premises by the Tenant or any assignee, subtenant, or licensee of the Tenant or anyone permitted by the Tenant to be upon the Leased Premises and the Tenant after receipt of notice in writing from the Landlord shall have failed to take such immediate steps in respect of such use or occupation as shall enable the Landlord to reinstate or avoid cancellation of (as the case may be) such policy of insurance; or if the Landlord shall have become entitled to terminate this Lease or to re-enter the Leased Premises under any provision hereof; then and in every such case it shall be lawful for the Landlord thereafter to enter into and upon the Leased Premises or any part thereof in the name of the whole and the same to have again, repossess, and enjoy as of its former estate, anything in this Lease to the contrary notwithstanding. The Landlord may use such force as it may deem necessary for the purpose of gaining admittance to and re-taking possession of the Leased Premises, and the Tenant hereby releases the Landlord from all actions, proceedings, claims, and demands whatsoever for and in respect of any such forceable entry or any loss or damage in connection therewith.

## 15.4 Termination and Re-entry

If and whenever the Landlord becomes entitled to re-enter upon the Leased Premises under any provision of this Lease, the Landlord, in addition to all other rights and remedies, shall have the right to terminate this Lease by giving to the Tenant or by leaving upon the Leased Premises notice in writing of such termination. Thereupon, this Lease and the Term shall terminate, and the Tenant shall immediately deliver up possession of the Leased Premises to the Landlord in accordance with clause 15.7.

### **15.5 Certain Consequences of Termination and Re-entry**

If the Landlord re-enters the Leased Premises or if this Lease is terminated by reason of any event set out in clause 15.3, then without prejudice to the Landlord's other rights and remedies:

- (a) The provisions of this Lease, which relate to the consequences of termination, and the provisions of this Lease as they apply with respect to acts, events, and omissions, which occurred prior to the termination, shall all survive such termination;
- (b) In addition to the payment by the Tenant of Rent and other payments for which the Tenant is liable under this Lease, Rent for the current month and the next ensuing three months shall immediately become due and be paid by the Tenant or the person then controlling the Tenant's affairs; and
- (c) The Tenant or person then controlling the affairs of the Tenant shall pay to the Landlord on demand such reasonable expenses as the Landlord has incurred, and a reasonable estimate of the Landlord of expenses the Landlord expects to incur, in connection with the re-entering, terminating, collecting sums due or payable by the Tenant, and storing and realizing upon assets seized, including without limitation brokerage fees, legal fees, and disbursements, the expenses of cleaning and making and keeping the Leased Premises in good order, and the expenses of repairing the Leased Premises.

### **15.6 Waiver of Distress and Bankruptcy**

The Tenant waives the benefit of any present or future statute taking away or limiting the Landlord's right of distress and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Tenant on the Leased Premises at any time during the Term shall be exempt from levy by distress for rent in arrears. The Tenant will not sell, dispose of, or remove any of the fixtures, goods, or chattels of the Tenant from or out of the Leased Premises during the Term without the consent of the Landlord, unless the Tenant is substituting new fixtures, goods, or chattels of equal value or is bona fide disposing of individual items which have become excess for the Tenant's purposes; and the Tenant will be the owner of its fixtures, goods, and chattels and will not permit them to become subject to any lien, mortgage, charge, or encumbrance. The Tenant agrees that it will not, without the Landlord's consent, repudiate or disclaim or attempt to repudiate or disclaim or seek any order to permit it to repudiate or disclaim this Lease in any bankruptcy, insolvency, reorganization, or other proceeding or court application, and, if required by the Landlord, waives in favour of the Landlord the benefit of s. 65.2 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 as amended, and any provision of similar import.

## **15.7 Surrender on Termination**

Forthwith upon the termination of this Lease, whether by effluxion of time or otherwise, the Tenant shall vacate and deliver up possession of the Leased Premises in a neat and tidy state and in good and substantial repair in accordance with the Tenant's obligation under this Lease (including clause 3.2) to repair the Leased Premises, but subject to the Tenant's rights and obligations in respect of removal in accordance with clause 11.3.

## **16 MISCELLANEOUS**

### **16.1 Notices**

Any notice required or contemplated by any provision of this Lease shall be given in writing, and if to the Landlord, either delivered to an executive officer of the Landlord or delivered or mailed (by prepaid registered mail) to the Landlord at the address set out in subclause 1.1(a), or if the Landlord has given the Tenant notice of another address in Canada 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 to the Tenant personally (or to a partner or officer of the Tenant if the Tenant is a firm or corporation) or delivered or mailed (by prepaid registered mail) to the Tenant at the Leased Premises. Every such notice shall be deemed to have been given when delivered or, if mailed as aforesaid, upon the third business day after the day of mailing thereof 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 shall only be effective if actually delivered.

### **16.2 Extraneous Agreements**

The Tenant acknowledges that there are no covenants, representations, warranties, agreements, or conditions expressed or implied relating to this Lease or the Leased Premises save as expressly set out in this Lease and in any agreement to lease in writing between the Landlord and the Tenant pursuant to which this Lease has been executed. In the event of any conflict between the terms of this Lease and such agreement to lease, the terms of this Lease shall prevail. This Lease may not be modified except by an agreement in writing executed by the Landlord and the Tenant.

### **16.3 Time of Essence**

Time shall be of the essence of this Lease.

### **16.4 Successors and Assigns**

This Lease and everything herein contained shall enure to the benefit of and be binding upon the successors and assigns of the Landlord and its heirs, executors, and administrators and the permitted successors and permitted assigns of the Tenant. References to the Tenant shall be read with such changes in gender as may be appropriate, depending upon whether the Tenant is a male or female person or a firm or corporation. If the Tenant is comprised of more than one person or



entity, then each such person and entity is jointly and severally bound by the representations, warranties, agreements, and covenants of the Tenant herein and any notice given or deemed to have been given at any time to any such person or entity shall be deemed to have been given at the same time to each other such person and entity.

### **16.5 Frustration**

Notwithstanding the occurrence or existence of any event or circumstance or the non-occurrence of any event or circumstance, and so often and for so long as the same may occur or continue which, but for this clause, would frustrate or void this Lease, and notwithstanding any statutory provision to the contrary, the obligations and liabilities of the Tenant hereunder shall continue in full force and effect as if such event or circumstance had not occurred or existed.

### **16.6 Waiver**

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

### **16.7 Governing Law and Severability**

This Lease shall be governed by and construed in accordance with the laws in force in the province of British Columbia. The venue of any proceedings taken in respect of or under this Lease shall be Vancouver, British Columbia as long as such venue is permitted by law, and the Tenant shall consent to any application by the Landlord to change the venue to Vancouver, British Columbia of any proceedings taken elsewhere. The Landlord and the Tenant agree that all the provisions of this Lease are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate section hereof. Should any provision or provisions of this Lease be illegal or not enforceable, it or they shall be considered separate and severable from the Lease and its remaining provisions shall remain in force and be binding upon the parties as though the said provision or provisions had never been included.

### **16.8 Captions**

The captions 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.

**16.9 Acceptance**

The Tenant accepts this Lease of the Leased Premises, to be held by it as tenant, and subject to the conditions, restrictions, and covenants above set forth. The acceptance of possession of the Leased Premises shall be conclusive evidence as against the Tenant that at the Commencement Date of the Term the Landlord had duly completed all work required to be completed by the Landlord prior to the Commencement Date of the Term and the Leased Premises were in good order and satisfactory condition for the commencement of the work and business of the Tenant.

**16.10 Early Termination**

The Landlord or the Tenant may terminate this lease at any time upon the provision of one (1) years written notice to the Landlord or the Tenant as the case may be.

**16.11 Community Charter Notification**

The Tenant acknowledges the possible implications for notification of disposal of dedicated parkland and further acknowledges and agrees that if notification under Section 26 of the Community Charter is found to be invalid, the lease will be immediately terminated at no cost to the City for any improvements made by the owner associated with the lease and that the provisions of clause 3.2 for replacing any fencing moved to accommodate this lease will apply.

**16.12 Renewal**

If the Tenant duly and regularly pays rent, keeps and performs all of the covenants, provisos and agreements on the part of the Tenant to be paid, kept and performed pursuant to this Lease and if the Landlord shall not have become entitled to terminate this Lease pursuant to Article 15 the Landlord may at the expiration of the Term and on written request of the Tenant delivered to the Landlord not later than three (3) months before the expiration of the Term, grant to the Tenant a renewal of the term for the number of years specified in clause 3.1 upon the same terms, covenants and conditions as are herein contained and that there shall be no further right of renewal beyond the rights of renewal set out in clause 3.1. The rent payable by the Tenant during the Renewal Term shall be negotiated as set out in the Basic Terms. In the event the Tenant fails to meet their obligation required to renew this Lease at any time or fails to meet all the requirements of this paragraph, all succeeding rights to renew shall be deemed void.

IN WITNESS WHEREOF the parties have executed this Lease.

**CITY OF PARKSVILLE**

Per: \_\_\_\_\_  
Mayor

Per: \_\_\_\_\_  
Corporate Officer

**PARKSVILLE KIDDIE KOLLEGE**

Per: \_\_\_\_\_  
Authorized Signatory

Per: \_\_\_\_\_  
Authorized Signatory

## SCHEDULE A

To Lease of Premises at 201 Pym Street, Parksville, British Columbia

### DEFINITIONS

In this Lease the following expressions shall have the following meanings:

**"Additional Rent"** means all sums of money to be paid by the Tenant, whether to the Landlord or otherwise under this Lease, except for Annual Base Rent and goods and services tax payable by the Tenant;

**"Additional Services"** means the services and supervision supplied by the Landlord and referred to in clause 9.1 or in any other provision hereof as Additional Services; any other services which from time to time the Landlord supplies to the Tenant and which are additional to other services that the Landlord has agreed to supply under this Lease and to like provisions of other leases of the Building, or that the Landlord may elect to supply as included within the standard level of services available to tenants generally and in addition to those normally supplied; the provision of labour and supervision in connection with the moving of any furniture or equipment of the Tenant; the making of any repairs or alterations for the Tenant; and the provision to the Tenant or the Leased Premises of maintenance or other services not normally furnished to tenants or other leasable premises generally; and "Additional Service" means any such service;

**"Annual Base Rent"** means the annual rent set out in subclause 1.1(f) and payable by the Tenant as set forth in subclause 4.1(a);

**"Basic Terms"** means those terms set out in subclause 1.1 (d), some of which are more particularly defined in this Schedule A;

**"Building"** means that certain building and those certain areas and improvements situate on the Land and all additions and replacements thereto;

**"Commencement Date"** means the date the Term commences as set out forth in subclause 1.1(e);

**"Cost of Additional Services"** shall mean in the case of Additional Services provided by the Landlord a reasonable charge made therefor by the Landlord which shall not exceed the cost of obtaining such services from independent contractors, and in the case of Additional Services provided by independent contractors the Landlord's total cost of providing Additional Services to the Tenant including the cost of all labour (including salaries, wages, and fringe benefits) and materials and other direct expenses incurred, the cost of supervision and other indirect expenses capable of being allocated thereto (such allocation to be made upon a reasonable basis) and all other out-of-pocket expenses made in connection therewith including amounts paid to independent contractors, plus an administration fee equal to 10% of each component thereof;

**"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 Leased 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;

**"Insured Damage"** means that part of any damage occurring to any portion of the Leased Premises for which the Landlord is responsible, of which the entire cost of repair is actually recoverable by the Landlord under a policy of insurance in respect of fire and other perils from time to time effected by the Landlord, or, if and to the extent that the Landlord has not insured and is deemed to be a co-insurer or self-insurer under clause 12.1, would have been recoverable had the Landlord effected insurance in respect of perils, to amounts and on terms for which it is deemed to be insured;

**"Landlord"** means the City of Parksville, and includes its successors and assigns;

**"Leased Premises"** means that property having the municipal address as set out in subclause 1.1(c).

**"Leasehold Improvements"** means all fixtures, improvements, installations, alterations, and additions now or from time to time hereafter made, erected, or installed, whether by the Tenant, the Landlord or anyone else, in the Leased Premises or in other premises in the Building with the exception of trade fixtures and furniture and equipment affixed so as to be readily removable without damage;

**"Rent"** means and includes the Annual Base Rent, Additional Rent, and all other sums payable by the Tenant to the Landlord under this Lease except for goods and services tax payable by the Tenant;

**"Term"** means the term of this Lease set forth in article 3 and any renewal or extension thereof and any period of permitted overholding; and

CITY OF PARKSVILLE

BYLAW NO. 1448

Development Cost Charges Waiver Bylaw for Eligible Developments

**WHEREAS** Section 933.1 of the *Local Government Act* permits a local government to waive or reduce a development charge by bylaw for eligible developments;

**NOW THEREFORE** the Municipal Council of the City of Parksville in open meeting assembled enacts as follows:

1. An eligible development is one which in whole or in part meets the City's definition of affordable:

"affordable means annual housing costs (rent or mortgage and taxes) which do not exceed 30% of a household's gross annual income (assuming home ownership costs include a down payment of 10%, mortgage principal and interest amortized over 25 years and taxes);"

2. The Development Cost Charges that would otherwise be applicable if the unit or building did not meet the definition of affordable will be waived in the amount of 100% for that portion[s] of the building comprising the affordable use.

(a) Notwithstanding the foregoing, the property subject to a Development Cost Charges waiver must be the subject of an affordable housing agreement that guarantees the affordable use for a period of at least 15 years from the date an occupancy permit is granted.

3. This bylaw may be cited for all purposes as "Development Cost Charges Waiver Bylaw for Eligible Developments, 2009, No. 1448".

READ A FIRST TIME this            day of            , 2009

READ A SECOND TIME this            day of            , 2009

READ A THIRD TIME this            day of            , 2009

ADOPTED this            day of            , 2009

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Corporate Officer