



**REGULAR MEETING OF COUNCIL**  
**Tuesday, April 28, 2020 @ 3:30 PM**  
**George Fraser Room, Ucluelet Community Centre,**  
**500 Matterson Drive, Ucluelet**

**AGENDA**

	Page
1. CALL TO ORDER	
2. ACKNOWLEDGEMENT OF FIRST NATIONS TERRITORY	
<p>Council would like to acknowledge the Yuułu?if?ath First Nation, on whose traditional territories the District of Ucluelet operates.</p>	
3. NOTICE OF VIDEO RECORDING	
<p>Audience members and delegates are advised that this proceeding is being video recorded and broadcast on YouTube. Delegates and meeting participants are also advised that this meeting is being conducted via Zoom which may store data on foreign servers.</p>	
4. ADDITIONS TO AGENDA	
5. APPROVAL OF AGENDA	
6. ADOPTION OF MINUTES	
6.1 April 14, 2020 Regular Minutes	5 - 10
<p style="padding-left: 20px;"><a href="#">2020-04-14 Regular Council Minutes</a></p>	
7. MAYOR'S ANNOUNCEMENTS	
8. PUBLIC INPUT, DELEGATIONS & PETITIONS	
8.1 Public Input	
<ul style="list-style-type: none"> <li>• Public Input Received Via Email During this Council Meeting</li> </ul>	
8.2 Delegations	
<ul style="list-style-type: none"> <li>• Michael Pearson, Ministry of Transportation and Infrastructure</li> </ul>	
<p style="padding-left: 20px;">Re: Kennedy Hill Safety Improvements</p>	
<p style="padding-left: 20px;"><a href="#">Kennedy Hill Local Gov Presentation - April 2020</a></p>	
9. CORRESPONDENCE	
9.1 Financial Hardship Property Tax Deferment Program Reinstatement	23
<p style="padding-left: 20px;"><i>Fred Haynes, Mayor, District of Saanich</i></p>	
<p style="padding-left: 20px;"><a href="#">2020-04-21 Saanich</a></p>	
9.2 Long Weekend BC Ferry Traffic to Vancouver Island	25 - 27

*Al Siebring, Mayor, Municipality of North Cowichan*

[2020-04-14 North Cowichan](#)

- |      |  |           |
|------|--|-----------|
| 9.3  | Charter Fishing and Whale Watching Tours Ucluelet, COVID-19 Safe Re-opening<br><i>Paul Grimston, Castaway Charters</i><br><a href="#">2020-04-24 Paul Grimston</a>                 | 29 - 35   |
| <br> |  |           |
| 10.  | INFORMATION ITEMS  |           |
| 10.1 | COVID-19 Active Fishermen's Committee<br><i>Secretariat, COVID-19 Active Fisherman's Committee (CVAFC)</i><br><a href="#">2020-04-06 COVID-19 Active Fishermens Committee</a>      | 37 - 42   |
| 10.2 | Statistics Canada Survey: Impacts of COVID-19 on Canadians<br><i>Statistics Canada</i><br><a href="#">2020-04-23 Statistics Canada Survey</a>                                      | 43 - 45   |
| <br> |  |           |
| 11.  | COUNCIL COMMITTEE REPORTS  |           |
| 11.1 | Councillor Marilyn McEwen<br><i>Deputy Mayor January - March 2020</i>  |           |
| 11.2 | Councillor Lara Kemps<br><i>Deputy Mayor April - June 2020</i>   |           |
| 11.3 | Councillor Jennifer Hoar<br><i>Deputy Mayor July - September 2020</i>  |           |
| 11.4 | Councillor Rachelle Cole<br><i>Deputy Mayor October - December 2020</i>  |           |
| 11.5 | Mayor Mayco Noël   |           |
| <br> |  |           |
| 12.  | REPORTS  |           |
| 12.1 | Public Participation in Council Meetings during COVID-19<br><i>Joseph Rotenberg, Manager of Corporate Services</i><br><a href="#">R-1 Public Participation in Council Meetings</a> | 47 - 52   |
| <br> |  |           |
| 13.  | LEGISLATION  |           |
| 13.1 | Lot 13 Marine Drive - Proposed Affordable Housing<br><i>Bruce Greig, Manager of Community Planning</i><br><a href="#">L-3 Lot 13 Rezoning Application</a>                          | 53 - 202  |
| 13.2 | Five Year Financial Plan and Annual Tax Rates Bylaws<br><i>Donna Monteith, Chief Financial Officer</i><br><a href="#">L-2 Five Year Financial Plan and Tax Rates Bylaws</a>        | 203 - 220 |
| 13.3 | Fire Safety Inspection Draft Bylaw Proposal<br><i>Rick Geddes, Fire Chief</i><br><a href="#">L-3 Fire Inspection Bylaw</a>   | 221 - 230 |
| <br> |  |           |
| 14.  | OTHER BUSINESS   |           |
| <br> |  |           |
| 15.  | QUESTION PERIOD  |           |
| 15.1 | Questions Received Via Email During this Council meeting.  |           |
| <br> |  |           |
| 16.  | ADJOURNMENT  |           |







**DISTRICT OF UCLUELET**  
**MINUTES OF THE REGULAR COUNCIL MEETING**  
**HELD IN THE GEORGE FRASER ROOM, 500 MATTERSON DRIVE**  
**Tuesday, April 14, 2020 at 3:30 PM**

Present:      **Chair:**           Mayor Noël  
                  **Council:**       Councillors Cole (attending remotely), Hoar (attending remotely), Kemp (attending remotely), and McEwen (attending remotely)  
                  **Staff:**           Mark Boysen, Chief Administrative Officer  
                          Joseph Rotenberg, Manager of Corporate Services  
                          Nicole Morin, Corporate / Planning Clerk  
                          Bruce Greig, Manager of Community Planning (attending remotely)  
                          Abby Fortune, Manager of Recreation and Tourism (attending remotely)  
                          Donna Monteith, Chief Financial Officer (attending remotely)

Regrets:

**1      CALL TO ORDER**

**1.1    The meeting was called to order at 3:30 PM.**

**2      ACKNOWLEDGEMENT OF FIRST NATIONS TERRITORY**

Council acknowledged the Yuułu?iŋ?ath First Nation, on whose traditional territories the District of Ucluelet operates.

**3      NOTICE OF VIDEO RECORDING AND VIDEO CONFERENCE CALL**

Audience members and delegates were advised that the proceeding was being video recorded and broadcast on YouTube. Delegates and meeting participants were also advised that the meeting was being conducted via Zoom which may store data on foreign servers.

**4      ADDITIONS TO AGENDA**

**4.1    There were no additions to the Agenda.**

**5      APPROVAL OF AGENDA**

**5.1    April 14, 2020 Regular Council Meeting Agenda**

2020.055.REGULAR   **It was moved by Councillor Hoar and seconded by Councillor McEwen**  
                                  *THAT Council approve the April 14, 2020 Regular Council Agenda as presented.*

CARRIED.

**6      ADOPTION OF MINUTES**

### 6.1 February 18, 2020 Special Minutes

2020.056.REGULAR **It was moved by Councillor McEwen and seconded by Councillor Cole**  
*THAT Council adopt the February 18, 2020 Special Council Minutes as presented.*

CARRIED.

### 6.2 March 12, 2020 Special Minutes

2020.057.REGULAR **It was moved by Councillor McEwen and seconded by Councillor Kemps**  
*THAT Council adopt the March 12, 2020 Special Council Minutes as presented.*

CARRIED.

### 6.3 March 17, 2020 Regular Minutes

Council noted the following errors:

- Page 19: Under Councillor McEwen's section the Wild Pacific Trail Budget Meeting was actual the District of Ucluelet Special Budget Meeting.
- Page 19: Under Councillor Cole's section the Tofino/Ucluelet AGM was actually Tourism Ucluelet Meeting.
- Page 19: Ad the following events under Councillor Hoar's section:
  - Feb 25, 100 Women Who Care Event
  - Feb 27, West Coast Stewardship Corridor Meeting
  - Mar 1, Wild Pacific Trail Annual Retreat
  - Mar 4, Wild Pacific Trail Meeting

2020.058.REGULAR **It was moved by Councillor Hoar and seconded by Councillor McEwen**  
*THAT Council adopt the March 17, 2020 Regular Council Minutes as amended.*

CARRIED.

## 7 UNFINISHED BUSINESS

7.1 There was no unfinished business.

## 8 MAYOR'S ANNOUNCEMENTS

8.1 **The Mayor commended community members and businesses for their exemplary behaviour during the COVID-19 crisis and noted the strengthening of regional relationships.**

81 Public Input

**There was no public input.**

## 9 CORRESPONDENCE

9.1 **COVID19 - Testing Needed for First Resonders**

***John Ranns, Mayor, District of Metchosin***

- 9.2 COVID & Monthly Rental Concerns re: Out of Province Visitors**  
***Jeanette Sheehy, Resident***

**10 INFORMATION ITEMS**

- 10.1 COVID-19 Provincial Economic Stimulus - Phase 2 Recommendations**  
***Lara Kemps, Executive Director, Ucluelet Chamber of Commerce***

**11 COUNCIL COMMITTEE REPORTS**

- 11.1 Councillor Marilyn McEwen**  
***Deputy Mayor January - March 2020***
- 11.2 Councillor Lara Kemps**  
***Deputy Mayor April - June 2020***

Councillor Kemps reported the following:

- Attendance at weekly Vancouver Island and Coast Economic Development Alliance calls.
- Working with representatives from Victoria on the "Think Local First" Campaign which encourages consumers to purchase gift cards from local businesses.
- Regular phone calls with representatives from the Island Coast Economic Trust.
- Working with the BC Chamber of Commerce to advocate for local businesses.

- 11.3 Councillor Jennifer Hoar**  
***Deputy Mayor July - September 2020***

- Noted the importance of residents doing their shopping at the Co-Op as efficiently as possible.

- 11.4 Councillor Rachelle Cole**  
***Deputy Mayor October - December 2020***

Councillor Cole attended the following meetings:

- Harm Reduction Meeting.
- Joint West Coast Community Resources Meeting.
- ACRD EOC Update Meetings.
- BC Ambulance Services Nightly Meetings.

She also recommended District communications that encourages residents not to leave the West Coast and that any concerns that arose during the Easter long weekend be addressed before the May long weekend.

## 11.5 Mayor Mayco Noël

Mayor Noël attended meetings with the the MLA Fraser and encouraged residents to sign up for Ukee Mail and submit feedback about the Lot 13 Affordable Housing Development.

## 12 REPORTS

### 12.1 Committee of the Whole - Cancellation

**Joseph Rotenberg, Manager of Corporate Services**

2020.059.REGULAR **It was moved by Mayor Noël and seconded by Councillor Cole**

*THAT Council reschedule the April 23, 2020 Committee of the Whole Meeting to June 16, 2020 at 3:30 PM.*

CARRIED.

### 12.2 Cheque Listing - March 2020

**Nicole Morin, Corporate / Planning Clerk**

### 12.3 Resolution Tracker - March 2020

**Nicole Morin, Corporate / Planning Clerk**

### 12.4 COVID-19 Bylaw Education and Enforcement

**Bruce Greig, Manager of Community Planning**

Bruce Greig, summarized the Bylaw Officer's activities over the Easter long weekend and sought Council's endorsement of the Ucluelet Bylaw Enforcement Priorities During COVID-19 policy. Mr. Greig also discussed options A and B outlined at the end of the attached report.

2020.060.REGULAR **It was moved by Councillor McEwen and seconded by Councillor Cole**

*THAT Council approve recommendation 1 of report item, "COVID-19 Bylaw Education and Enforcement" which sates:*

*1. THAT Council formally endorse the District of Ucluelet Bylaw Enforcement Priorities During COVID-19 policy.*

CARRIED.

2020.061.REGULAR **It was moved by Councillor Hoar and seconded by Councillor McEwen**

*THAT Council approve recommendation A of report item, "COVID-19 Bylaw Education and Enforcement" which sates:*

*A. THAT Council engage the Hesquiaht, Ahousaht, Tla-o-qui-aht, Toquaht and Yuułu?it?at̓ governments, District of Tofino and Alberni-Clayoquot Regional District to discuss a coordinated approach for the West Coast to:*

*i. lobby Island Health and/or the Government of BC to pass an order restricting tourist and other non-essential travel to the West Coast at this time; and,*

*ii. take a consistent approach when exercising legislated local government and/or treaty powers to curtail businesses and activities which are not complying with recommendations of the Public Health Officers to stop the spread of COVID-19.*

CARRIED.

**12.5 COVID-19 Response and Impacts**  
**Mark Boysen, Chief Administrative Officer**

Mark Boysen, Chief Administrative Officer, and Donna Monteith, Chief Financial Officer, presented this report. It highlighted the District's response to COVID-19 and the District's new budget direction which will be considered at the April 28, 2020 Regular Council Meeting.

**13 LEGISLATION**

**13.1 Revenue Anticipation Bylaw No. 1273, 2020**  
**Donna Monteith, Chief Financial Officer**

2020.062.REGULAR **It was moved by Councillor Hoar and seconded by Councillor Cole**  
*THAT Council approve recommendation 1 of legislation item, "Revenue Anticipation Bylaw No. 1273, 2020" which sates:*

*1. THAT District of Ucluelet Revenue Anticipation Bylaw No. 1273, 2020 be given first reading.*

CARRIED.

2020.063.REGULAR **It was moved by Councillor Hoar and seconded by Councillor Cole**  
*THAT Council approve recommendation 2 of legislation item, "Revenue Anticipation Bylaw No. 1273, 2020" which sates:*

*2. THAT District of Ucluelet Revenue Anticipation Bylaw No. 1273, 2020 be given second reading.*

CARRIED.

2020.064.REGULAR **It was moved by Councillor Hoar and seconded by Councillor Kemps**  
*THAT Council approve recommendation 3 of legislation item, "Revenue Anticipation Bylaw No. 1273, 2020" which sates:*

*3. THAT District of Ucluelet Revenue Anticipation Bylaw No. 1273, 2020 be given third reading.*

CARRIED.

2020.065.REGULAR **It was moved by Councillor Hoar and seconded by Councillor McEwen**  
*THAT Council approve recommendation 4 of legislation item, "Revenue*

*Anticipation Bylaw No. 1273, 2020" which sates:*

*4. THAT District of Ucluelet Revenue Anticipation Bylaw No. 1273, 2020  
be adopted.*

CARRIED.

**14 OTHER BUSINESS**

**14.1 There was no other business.**

**15 QUESTION PERIOD**

**15.1 There were no questions.**

**16 ADJOURNMENT**

**16.1 The Meeting was adjourned at 4:43 PM.**

**CERTIFIED CORRECT:** Minutes of the Regular Council Meeting held on Tuesday, April 14, 2020 at 3:30 pm in the George Fraser Room, Ucluelet Community Centre, 500 Matterson Road, Ucluelet, BC.

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Mayco Noël  
Mayor

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Mark Boysen  
CAO

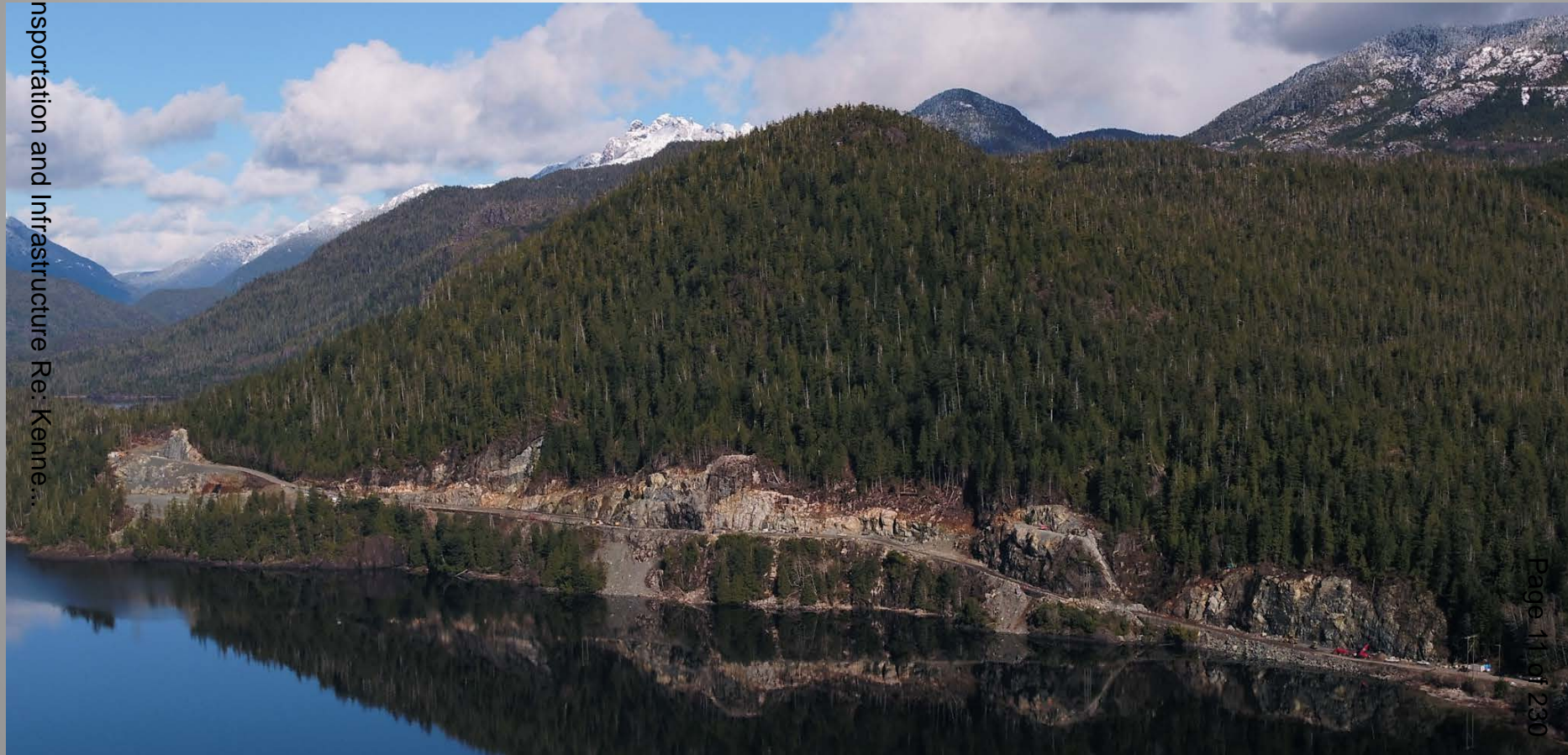




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and Infrastructure

## Project Update:

# Highway 4 Kennedy Hill Safety Improvements





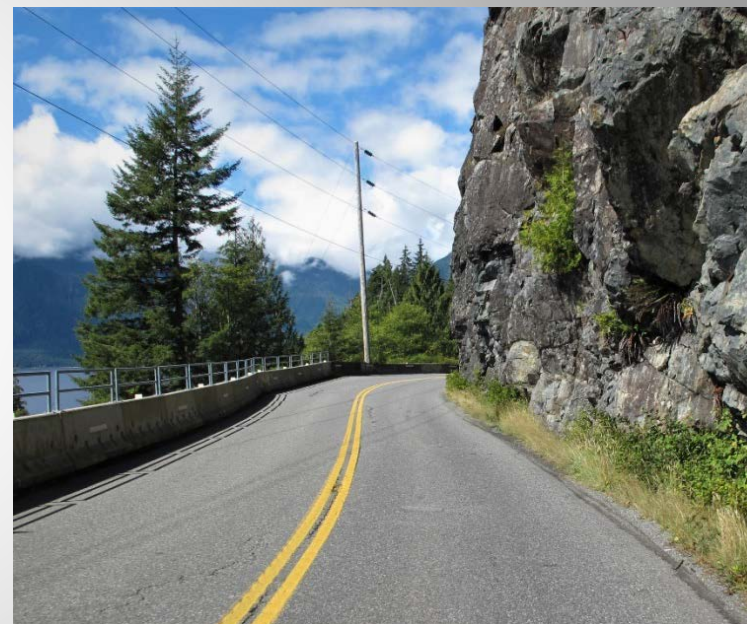


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## Scope

- Improvements to 1.5km of Highway 4
- Widening travelled lane widths
- Adding 1.5m full paved shoulders
- Roadside barrier protection
- Improving horizontal & vertical alignment
- Eliminating rock overhangs
- Providing for rockfall catchment and stabilization
- Construction of a new rest area and access



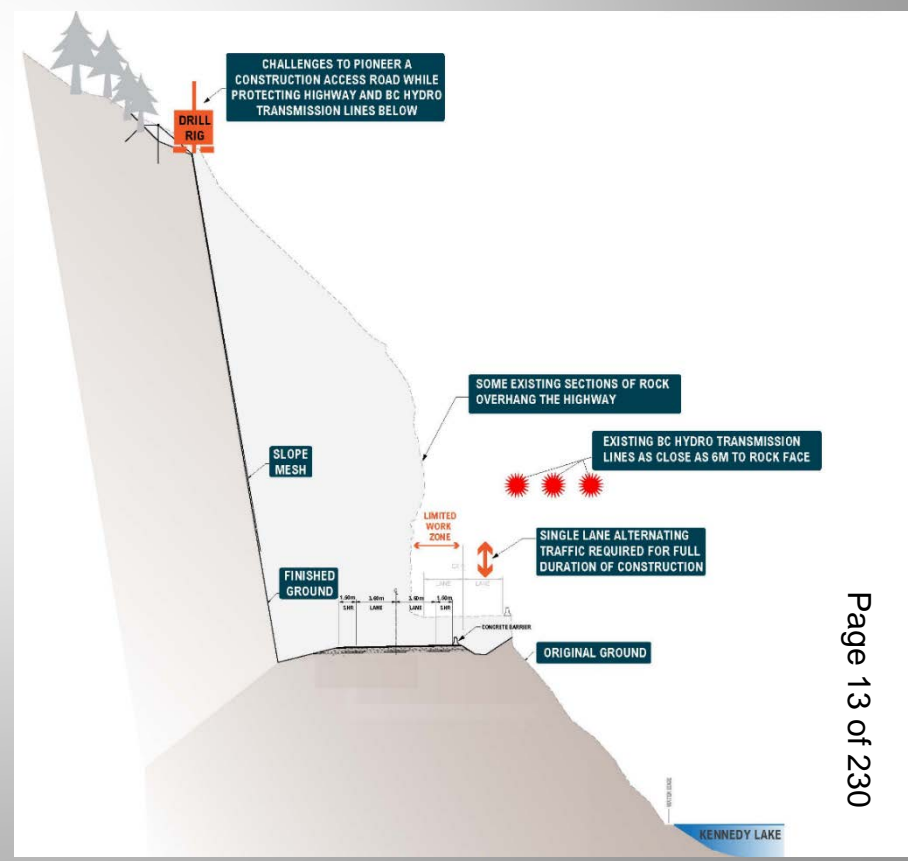
## Budget

- Current budget of \$38.1M
- In March 2018, Emil Anderson was awarded a \$29.1M contract



# Project Constraints and Challenges

- Very tight cross section with high rock cuts, Hydro transmission lines, and the lake
- Methodical control to fly rock and blast debris from impacting Hydro







## Project Constraints and Challenges Cont.



- Extremely difficult access
- Hand drilling via rappel ropes
- Hand scaling via ropes





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## Project Constraints and Challenges Cont.

- Controlled removal of large natural rock blocks
- Managing debris accumulation and impact on road below
- Existing rock anchor bolt conflicts







## Project Constraints and Challenges Cont.

- Slope failures



- Bin wall collapse

- Corduroy road sluffing (logs at base)





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## Current Status

Construction began May 2018

60% complete

Blasting continues to be the key activity

24hour operation, day in and day out

Over 120,000m<sup>3</sup> of blast rock has been moved in approximately 30,000 truck loads onsite

Over 35,000m<sup>3</sup> of soil has been moved via 6000 truck loads onsite

- 46,000m<sup>3</sup> of blast rock still to go, along with 15,000m<sup>3</sup> of soil still to move







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## Current Status Cont.

430 blasts to date

On average 150m of combined drill  
depth over 30 to 40 holes per blast

Over 9km of drilling done by hand

Over 54km of drilling done by machine

Over 100,000kg of explosives used

800m of steel piles installed

1km of rock bolts and anchors installed







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## Design Adjustments

Reduces rock and earth cut volumes by 130,000m<sup>3</sup> (over 20,000 less truck loads onsite)

Introduces 4 cantilever bridge structures

Able to retain an additional 3ha of dense older growth forest along lake shore

Rest area now achieved on lake side of highway

Still achieves new road width and alignment goals





## Project Milestones Ahead

Rock bluffs blasted and scaled down to existing highway grade by July before peak summer tourist season

Following upslope blasting and scaling completion, shorter closure windows will be achieved

Remaining blasting after July will be below existing highway grade and operations are more in line with Malahat type blasting with shorter stoppages during the blast

Rock removal and scaling below the existing highway grade can generally occur adjacent to open traffic

Construction of cantilever bridges to start shortly, materials onsite

Bridge work operations are located over existing lake side slope areas with traffic moving on new widened mountain side footprint

- Paving at north end soon and balance of site in fall





## Updated Schedule

• Original completion date - summer 2020

• Prior to COVID-19 pandemic, contractor provided updated schedule:

- Final paving - fall 2020
- Total completion - winter 2020

• MoTI acknowledges possibility of more delays as a result of the ongoing situation with COVID-19 & will provide further updates, as appropriate.



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and Infrastructure



# Questions?







**The Corporation of the District of Saanich | Mayor's Office**

770 Vernon Avenue Victoria BC V8X 2W7 | T 250-475-5510 | F 250-475-5440 | [www.saanich.ca](http://www.saanich.ca)

April 21, 2020

**VIA EMAIL: [MAH.minister@gov.bc.ca](mailto:MAH.minister@gov.bc.ca)**

The Honourable Selina Robinson  
Ministry of Municipal Affairs & Housing  
PO Box 9056 Stn Prov Govt  
Victoria, BC V8W 9E2

Dear Minister Robinson:

**RE: FINANCIAL HARDSHIP PROPERTY TAX DEFERMENT PROGRAM REINSTATEMENT**

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This letter is to confirm that Saanich Council, at their meeting on April 20, 2020, endorsed a motion to reinstate the Financial Hardship Property Tax Deferment Program, initially announced in November 2008 by Premier Gordon Campbell.

For context, the Financial Hardship Property Tax Deferment program allowed eligible homeowners facing financial hardship due to the economic conditions of the time to defer their property tax payments for the following two years, with no requirement to repay the deferred taxes until the homes were sold or transferred. This aided homeowners experiencing financial hardship as well as ensured local governments in receiving property tax revenues, and is the reason why Saanich Council has endorsed the following motion.

“That the Mayor write the Minister of Municipal Affairs and Housing, with copies being sent to Vancouver Island municipalities, to request the reinstatement of the financial hardship property tax deferment program to provide support to property owners facing hardships from COVID-19, who are not eligible for the existing property tax deferment programs”.

For further reference, the minutes of the Council meeting will be available on our website at: <https://www.saanich.ca/EN/main/local-government/mayor-council/schedule-agendas-minutes.html>.

Sincerely,

Fred Haynes  
Mayor

c. Saanich Council  
Vancouver Island Municipalities





7030 Trans-Canada Highway  
Duncan, BC V9L 6A1 Canada  
www.northcowichan.ca  
T 250.746.3100  
F 250.746.3133

April 14, 2020

Dr. Bonnie Henry  
Provincial Health Officer  
PO Box 9648 Stn Prov Govt  
Victoria BC V8W 9P4

Dear Dr. Henry

**Re: Long Weekend BC Ferry Traffic to Vancouver Island**

This letter comes to you with the endorsement and support of the majority of Mayors and every one of the Regional District Chairs in the geographic region covered by the Association of Vancouver Island and Coastal Communities. Thus, these signatories collectively represent all of the population of the Island and the Sunshine Coast.

Dr. Henry, we have just come through a long weekend that has featured an influx of off-Islanders who've decided to ignore you, the Premier, and the appeals from each of us as community leaders to "stay close to home". Instead, they decided to recreate on Vancouver Island, the Gulf Islands, and along the Sunshine Coast. Sailings on BC Ferries were at near mandated capacity on Friday morning for Island-bound traffic, and that situation was repeated yesterday as these people, *who never should have come to the Island in the first place*, returned to their homes. While it's clear that overall ferry traffic was considerably reduced from a "normal" Easter weekend, there is still very compelling anecdotal evidence that the bulk of those who did use the ferry system were mainlanders who chose to "come to the Island" for their long weekend, blatantly ignoring directives to stay at home during this public health emergency.

In the weeks leading up to Easter, elected representatives from across our coastal region repeatedly asked non-Islanders to stay away, on the understanding that many of our smaller communities simply do not have the health care capacity to deal with COVID-19 should their populations become infected. But it is quite clear those requests were ignored; there were numerous instances over this past weekend of longer-than-normal lineups at retail outlets, liquor stores, and other establishments. And in some



2020-04-14as\_itb\_DrHenry\_Long Weekend BC Ferry Traffic Vancouver Island

Dr. Henry  
Page 2 of 3  
April 14, 2020

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smaller communities, the number of "extra visitors" actually put a strain on basics like groceries and other essentials as the non-Islanders unexpectedly showed up at grocery and convenience stores, which were already dealing with depleted inventories. This potentially deprived local residents of access to their necessities.

Sadly, we have every reason to believe that if this behaviour is not effectively and pre-emptively curbed now, it will be repeated numerous times during the summer long weekends that lie ahead.

This is particularly important in our area because the demographics in our coastal communities generally skew quite heavily toward the older (and more vulnerable) end of the spectrum. Therefore, this makes it all the more critical to control the spread of COVID-19 in our jurisdictions. At the start of the long weekend (Apr 9<sup>th</sup>), there were only 82 confirmed cases of COVID-19 in the Island Health region, out of 1,370 confirmed cases province-wide. This demonstrates that Vancouver Islanders have done a great job of following the instructions of our health authorities. But all of those efforts will be for naught if we continue to allow a constant stream of "recreational" and non-essential travel from the Lower Mainland, which is the primary vortex of COVID-19 infections with more than 1,100 confirmed cases as of April 9<sup>th</sup>.

To ensure this isn't repeated in coming summer long weekends, (and assuming the Public Health Emergency remains in effect beyond May 15<sup>th</sup>), we are respectfully asking you to enact a Public Health Order *prior to the upcoming May long weekend* that would restrict long weekend usage (defined as Thursday through Tuesday) to "essential travel only" on the BC Ferry system. That next long weekend is just over a month away, which provides ample time do to the analysis required to arrive at clear definitions around "essential travel", along with an appropriate and robust mechanism for enforcement.

It is frankly unclear to me exactly where the authority lies with respect to an order that would specifically restrict those travelling on BC Ferries. To that end, I have also copied this letter to the Honourable Claire Trevena, the BC Transportation Minister, her federal counterpart the Honourable Marc Garneau, as well as to the Premier, the Prime Minister, and the CEO of BC Ferries on the understanding that, if appropriate, they will also exercise their jurisdiction in this matter. Incidentally, it is worth noting that similar restrictions involving ferry travel have already been enacted on some international routes (Italy-Greece, Estonia-Finland, etc.)

Dr. Henry, you need to know that we all deeply appreciate your calm and measured approach in these trying times. Please understand that the vast majority of people in the communities we represent are



2020-04-14as\_ltb\_DrHenry\_Long Weekend BC Ferry Traffic Vancouver Island



Dr. Henry  
Page 3 of 3  
April 14, 2020

with you as you seek to lead us through this crisis. It is truly regrettable that we are forced to request these more stringent measures because a tiny minority of people simply refuse to heed your directives and our collective pleas for self-isolation.

Thank you again for all your work.

Sincerely



Al Siebring  
Mayor  
[mayor@northcowichan.ca](mailto:mayor@northcowichan.ca)

cc: Right Honourable Justin Trudeau, Prime Minister ([justin.trudeau@parl.gc.ca](mailto:justin.trudeau@parl.gc.ca))  
Honourable Marc Garneau, Federal Minister of Transportation ([marc.garneau@parl.gc.ca](mailto:marc.garneau@parl.gc.ca))  
Honourable Patti Hajdu, Federal Minister of Health ([patty.hajdu@parl.gc.ca](mailto:patty.hajdu@parl.gc.ca))  
Honourable John Horgan, Premier, British Columbia ([premier@gov.bc.ca](mailto:premier@gov.bc.ca))  
Honourable Adrian Dix, BC Minister of Health ([HLTH.Minister@gov.bc.ca](mailto:HLTH.Minister@gov.bc.ca))  
Honourable Selina Robinson, BC Minister of Municipal Affairs & Housing ([MAH.Minister@gov.bc.ca](mailto:MAH.Minister@gov.bc.ca))  
Honourable Clair Trevena, BC Minister of Transportation & Infrastructure ([Minister.Transportation@gov.bc.ca](mailto:Minister.Transportation@gov.bc.ca))  
Mark Collins, CEO, BC Ferries ([mark.collins@bcferries.com](mailto:mark.collins@bcferries.com))

*The contents of this letter are endorsed/supported by:*

Mayor Andy Adams, City of Campbell River	Mayor Russ Arnott, Town of Comox
Mayor Leslie Baird, Village of Cumberland	Mayor Dennis Buchanan, Village of Alert Bay
Mayor Kevin Cameron, Village of Port Alice Mayor	Mayor Dennis Dugas, District of Port Hardy
Martin Davis, Village of Tahsis	Mayor Dave Formosa, City of Powell River
Mayor Fred Haynes, District of Saanich	Mayor Lisa Helps, City of Victoria
Mayor Leonard Krog, City of Nanaimo	Mayor Sharie Minions, City of Port Alberni
Mayor Mayco Noël, Resort Mun. of Ucluelet	Mayor Geoff Orr, District of North Saanich
Mayor Rod Peters, Town of Lake Cowichan	Mayor David Screech, Town of View Royal
Mayor Michelle Staples, City of Duncan	Mayor Aaron Stone, Town of Ladysmith
Mayor Mark Swain, District of Lantzville	Mayor Brad Unger, Village of Gold River
Mayor Bob Wells, City of Courtenay	Mayor Gaby Wickstrom, Town of Port McNeill
Mayor Brian Wiese, Town of Qualicum Beach	Mayor Ken Williams, District of Highlands

Chair Michelle Babchuk, Strathcona Regional District  
Chair Patrick Brabazon, qathet Regional District  
Chair Andrew Hory, Regional District of Mount Waddington  
Chair John Jack, Alberni/Clayoquat Regional District  
Chair Jesse Ketler, Comox Valley Regional District  
Chair Colin Plant, Capital Regional District  
Chair Aaron Stone, Cowichan Valley Regional District  
Chair Ian Thorpe, Regional District of Nanaimo  
Mike Conlin, General Manager, Pacheedaht First Nation

2020-04-14as\_ltb\_DrHenry\_Long Weekend BC Ferry Traffic Vancouver Island



To Mayor and Council Village of Ucluelet, BC

Please add to late agenda items if possible for the April 28<sup>th</sup> council meeting.

Charter Fishing and Whale Watching Tours Ucluelet, Covid19 Safe re-opening

Recommendations and Action Plan

April 24, 2020

Please keep in mind all this information and plans and ideas are based on Covid19 numbers becoming low enough per the government recommendations to resume our lives and businesses. Should this virus continue we will have no option but to lose our entire business season, but if it slows to acceptable levels we should be ready to jump on any opportunities to get the Ucluelet economy back on track.

This is an excerpt from an article about the BC Health authorities the well-known and respected Bonnie Henry.

**Non-essential services need to plan for how to re-open safely as the curve of the COVID-19 pandemic flattens in BC. Dr. Bonnie Henry said Tuesday (April 21).**

**Since this date CHEK News announced that Fishing and Hunting are now actually deemed ESSENTIAL SERVICES. Based on the bleak economy predictions for Ucluelet in the next 3 years or more this is a very good time to get to work on a plan that will afford companies to operate during a soft re-opening.**

The following is a way for this to happen and what needs to happen to attain this.

Written by Paul Grimston from Castaway Charters, now in my 19<sup>th</sup> year of operation in Ucluelet providing Fishing Charter tours to my customers. Previous to this I directed and managed International Transportation Companies.

This is being copied to the West Coast Fishing Guide Association and all the Guide? Charter fishing companies operating in Ucluelet.

I have spoken with the whale watching business owners and not a surprise they are down up to 95% in bookings for this season. Their main clientele is Europeans and we know they won't be coming this year and or next year. The customers of this business sector are primarily Europeans and we know how hard the epidemic has hit them and caused in the most part by TRAVEL, these people won't be coming back for several years, just the flight reductions and high fares will also keep them away. Sad but TRUE.

Our Whale watching tour companies customers inject millions of Dollars into the Ucluelet and the BC economy annually, their guests stay in the hotels eat in the Restaurants and shop in Ucluelet.

This revenue stream for the village is gone for good this year.

I will come back to this at the end, with positive outlook and requirements needed to attain them.

Fishing Charter companies.

This group of up to 40 or more Boats from 30 some odd companies have the same positive impact as do the whale watching companies, most likely more financially than any business sector in Ucluelet. Their guests which are around the 90 to 250 or more persons per day depending on the month also spend millions of \$ in Ucluelet and BC.

Now the difference is right now for this year, the whale watching tourists are not coming or greatly reduced is a better way to sugar coat it.

Castaway Charters is in my 19th year of operation in Ucluelet and I have had NO cancelations for this season but the phone slowed down ringing dramatically and I only have 25 days booked. Part of why it stopped ringing meaning my bookings are not increasing is due not only to the Covid19 threat but to motel owners not answering their phones or having recorded messages saying they are closed.

I heard in the last council meeting comments to the effect of requesting Motel Owners remove bookings sites from their web sites. This is not the time to do this more the opposite.

I understand they are closed now but given the right and positive circumstances with

our covid19 numbers which are more positive every day, we need to plan for a reduced summer season.

My clients presently booked in these motels for this year have not received their refunds for their rooms so I assume the motels feel they may still capture part of a season, in the hopes it will help with this year's financial disaster but also show the people (Our Tourists) we are here this summer and forever.

There is only advantages to continue to book and take deposits from these people if Covid19 allows us to operate, our customers present and prospective will need a Great Canadian Vacation.

Due to the DFO fishing closures and limitations around Vancouver Island, (not Ucluelet per say) here there is actually an opportunity to show Tourists we are open this summer and attract thousands of new people to our community for the years to come.

The other areas on the BC Coast that have complete closures or reduced limits of chinooks have thousands of customers looking for options. The lodges in the Charlottes' are closed for the season due to not being able to get provisions in for guests and they are American Dependent. Americans will not be coming this season. But you can bet the USA tourists will start again next year just as they have started returning more and more in the past 2 years, my American business doubled from 2017 to 2019, they were starting to spend again and right here.

Now I have also spoken with several charter operators/friends & associates some have had a couple cancellations but most have not had many or like me none.

They /we are sitting in the wings ready to do our charters that we have and wishing for more. We need to plan and be ready a reduced season will mean reduced money for startup costs and monthly fees. We need to know what these will be based on a new outlook for the year.

Now I am stranded due to the epidemic out of the country, just extended another month, (Total Country wide Quarantine here), my flight is booked for June1st and I have had my boat prepared and will be ready myself for July 1 my first booking.

My counterparts other charter companies are mostly also prepared.

This can have an enormous positive impact on our Village given the chance and right circumstances as you can and will see its actually a time to be aggressive to gain new permanent customer's to Ucluelet.

My own guests still try to book and I get the odd inquiry. I still talk the positive talk with them and of course book their days for their charter if they can get accommodations. This is my lively hood and that of this village so I will do what I can to try to salvage some of this season.

This being the case if the village is open for business or makes an attempt this summer then the charter fishing fleet still has the clients coming and we know more will book if they could. The motel owners if they actually want to also salvage some of their season and provide Ucluelet Tourists with options then they need a recovery plan right now. The Charter Fishing Fleet is ready to inject the village with some much needed cash.

If the docks are empty this season this has huge consequences on people and the community.

Here are my suggestions to help get this recovery plan started. Of course if the numbers don't allow it then of course our people come first but just because we make a plan does not cast it in stone. If there is threatening out breaks of this pandemic we will all understand but at least lets be prepared for the positive opportunity should it present itself to us.

If I can't as a charter company secure accommodations for my guests or calculate my expenses for startup for a short reduced season, then I / we may not even be able to provide this shortened service for the community then we will most likely be forced to close and or relocate our business and clients.

This will have a very Permanent Negative Impact on Ucluelets economy and its citizen's.

**These are my suggestions for a soft re-opening/recovery that needs to be**

## addressed and Implemented ASAP.

1 The business license fee removal for this year is a start, minor money in this big picture but a start. Thanks for this.

2. Hotel owners need to answer their phones make reservations for July and August this is when the major fishing takes place, and as we know the village is normally full. Take our customers deposits they want to come.!!

Request the motels to answer their phones?

3. Ensure Ucluelet business owners know the plan, inform the stores, shops, restaurants etc.

If done soon they can plan and gear up for July and Aug. Sept. even..!!

4. Possibly do an advertising campaign to tell BC, Ucluelet will be open for business. Last year the Island suffered financially big time from reductions in fishing opportunities and complete closures to certain areas around the Island. **Ucluelet waters were not seriously affected** by these closures and we had a pretty decent fishing season. Again the customers came to Ucluelet to spend their money. This year's regulations are going to be the same for Ucluelet as last season, we will have far greater fishing opportunities then the south and east coasts. **Most remote Lodges completely closed.**

This can be a great opportunity for Ucluelet to gain new visitors for repeat visits, half of my own Charter customers repeat visits to Ucluelet to fish again and again some for over 17 years in a row.

Advertise this great opportunity, the people will come they will need to get out and relax and have fun and fill their freezers with Fresh Wild Caught Salmon if and when this blows over. Ucluelet will not only benefit now when we need it the most it will most likely have a positive impact for the years to follow. Take advantage of this opportunity and turn this negative into a positive. Hundreds of families depend on this now.

Is Ucluelet willing to advertise on this advantage?

## 5. Moorage Rates

The whale watching companies pay year round as do several fishing charter companies. None of us will be able to afford to operate if we are forced to pay the full amounts for moorage this season.

It's the biggest monthly expense we have.

I recommend the only fair way for all parties during this troubled time is to devise a way that Charter Boats only need pay for moorage on an as used basis. So if we have a charter on a specific day we pay for that day only. Base it on what we normally pay per month divided by say 30 days to come up with a fair price. This way not only will the charter companies know they won't go broke this year, we will feel positive about continuing in the future as well and will be there to provide the service. The community makes far more money from the Charter Fishing companies than the Charter owners do.

Is the village prepared to assist the charter boats companies with reduced moorage fees?

Possible other reductions to assist them in operations this year?

6. Possibly lower the requirement to have the 2 million liability on our insurance for this season lowered to 1 million. It's obvious our risk and exposure will be less so this would assist the Charter companies in attaining a better insurance rate. I / We are already talking to the insurance companies for a lower price as their risk will be far less than the normal. Less charters, less operating time, equals less risk.

Is the village willing to work with charter companies to lower this requirement?

7. The village charges the Charter Companies a fee for us to load and unload our passengers. This load is also going to be diminished as should the fee.

Is the village willing to lower this fee to a more appropriate and fair level?

These suggestions are possibly just the beginning of what needs to be discussed and implemented as soon as possible so we can all be prepared and be ready to operate and hopefully salvage part of our season. If not there will be devastating effects to all and not just for this season but for the future of our Village.



This is definitely the best way to spring board Ucluelets economy back this summer, our Charter Fishing Customers are ready willing and paying when Covid19 drops to acceptable numbers.

Please reply ASAP.

Paul Grimston

Castaway Charters

Cc

West Coast Fishing Guide Association.





UFAWU-Unifor

## COVID-19 Active Fishermen's Committee

April 6, 2020

TO WHOM IT MAY CONCERN:

We are writing to introduce ourselves. On Wednesday, March 25<sup>th</sup>, 150 active fishermen from almost every fishery in BC met via video call to discuss COVID-19 impacts on the commercial sector, and in particular, active fishermen. After three hours, it was decided to further the discussion by committee and a committee was set up to represent as many different fisheries as possible. The COVID-19 Active Fishermen's Committee (CVAFC) is made up of 25 active fishermen and representatives fishermen's organizations. Our committee is hardworking: in the weeks since the Fishermen's Meeting, the Committee has met five times.

The Committee has adopted the following as terms of reference:

- The committee's interest is to deal with issues arising from the Coronavirus pandemic related to fisheries
- This committee is made up of active fishermen and active fishermen's representatives
- The committee will respect different areas of fishing interest
- The committee will meet with other groups (processors – BCSA – FN – AVICC/CCN – PICFI program) and arrive at positions of common support
- The committee's goals are to protect fishermen and our communities while having fair and viable-fisheries
- Helping fishermen deal with the economic impacts of the Covid-19 pandemic
- The committee is not to create fishing plans or management changes for different fisheries

The COVID-19 Active Fishermen's Committee supports the Provincial Government's declaration of fisheries as an essential service. We are also supporting the request for a government emergency Task Force to work out COVID-19 issues as they impact the commercial fishing sector as a whole. The CVAFC would represent active fishermen in advice to the Task Force.

Up to this point, the COVID-19 Active Fishermen's Committee has been working on four issues: principles for change, fishermen-community interaction protocols, market/industry stabilization and financial relief. We are liaising with our counterparts across the country as well as working with industry groups, communities and indigenous organizations to build solid and supported approaches.

We have adopted the following principles to guide discussions throughout the industry on fisheries management issues:

- a. **Fisheries are an essential service and every effort should be made for fisheries to go ahead in order to support food security.**
- b. Whatever measures are taken to get us through this situation will be temporary and only for the duration of the COVID-19 pandemic.
- c. Whatever changes are put in place **must support active fishermen, promote equitable opportunities and support rural communities.** Active harvesters are the key producers of seafood for the country, and any changes should protect their interests.
- d. Encourage that all **leasing arrangements made prior to pandemic** be reviewed.
- e. The impact of any changes implemented to deal with the COVID-19 pandemic **support, as best as possible, equitable distribution of benefits** for all active fishermen in a fishery.

We have drafted a set of Fishermen-Community Protocols to ensure the safety of fishermen and the coastal communities we interact with. The COVID-19 Active Fishermen's Committee is providing it to fishermen's associations, fish buyers and communities for their comments. We believe issues of health and safety this are best dealt with at the Provincial level but the protocols are of such urgency; we are trying to get a head start on the process.

COVID-19 is negatively affected markets and the economic viability of many communities. CVAFC is willing to work with organizations and communities to support local food security through this crisis. Please do reach out to us to see if we can help meet your needs during this crisis.

Yours truly,

COVID-19 Active Fishermen's Committee (CVAFC)

#### Secretariat

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Dave McKay	President Area F Troll Assn; Area F Harvest Committee; salmon troll, gillnet, halibut	<a href="mailto:davemackay6@hotmail.com">davemackay6@hotmail.com</a>	Active Rep Active
Eddie Mise	Packer; salmon, herring	<a href="mailto:westcoastshrimp@hotmail.com">westcoastshrimp@hotmail.com</a>	Active
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## DRAFT - COVID19 Protocols for Fisheries Interactions with Coastal Communities

Coastal communities are deeply concerned with the COVID-19 pandemic as they do not have the infrastructure to deal with this global pandemic. Fishermen are likewise concerned. This is a series of protocols to help reduce the risk for both coastal communities and fishermen.

To produce safe, healthy seafood for Canada and other markets, we need to be respectful of community concerns as well as organize ourselves so we can work in a safe and responsible manner when unloading, buying supplies, fueling up and other activities we need to carry out to be able to fish.

It will take the social permission of coastal communities and First Nations for fishermen to be able to work, and the only way to achieve this is by respecting and understanding their concerns and acting appropriately.

This is a draft list of protocols; it will be updated with new information as the situation unfolds. We hope this will provide concrete direction for what actions are needed to keep communities and fishermen safe during this crisis.

### Pre-Season

1. Skippers need to be confident that their vessel is virus-free before they leave port. If crews are coming from other areas of the province or country, they will need to **self-isolate for 14 days prior to any work starting** as a group on the boat or working on gear.
2. Skippers need to familiarize with how the virus is spread and how to protect against it spreading. Crew will need to continue hand washing with soap on the boat, and to be extra-vigilant in this.
3. Once available, it will be very important for each vessel to have a supply of the **Home Test for COVID-19**. At this point this is our ask of government that we cannot control, the rest are all actions we can undertake ourselves.

### Cleaning / disinfecting solution

4. A solution of 1/3 of a cup of bleach to 1 gallon of fresh water is a CDC approved to kill the virus.

### On the grounds

5. Fishermen should not stop in isolated communities to visit socially. Fishing vessels should only come to port when they need to unload or re-supply. If possible, vessels should anchor out if there is a wait to unload.
6. The following process (which was implemented in the prawn fishery following an e-coli contamination incident around 2000) is recommended: **\*Vessels must wash down all surfaces that fish come into contact with each day at the end of the day and more often if needed. Crew first washes all surfaces with salt water and soap, then rinse with salt water. After this, cleaning solution should be used to wash all surfaces, without rinsing at this step. Cleaning solution should then be left on overnight or until work recommences. Prior to starting work again, all surfaces should be rinsed with salt water.**

### At the dock

7. **Harbor Authorities are asked to whenever possible to keep washroom facilities open.** In many communities there will be a number of vessels with fishermen living onboard for weeks or months at a

time. Washrooms should be supplied with disinfectants so people can wash the facilities prior and following use then it should be possible to keep the washrooms open. This will probably also require extra cleaning from wharf staff as well, but is crucial to ensure the harvest of seafood in Canada. Lack of access to wharf washrooms could lead unsanitary conditions and potentially for seafood going to market causing human health issues, like noro-virus, etc. from fecal contamination. This poses the risk that ports/marinas may remove the commercial fishing activity currently taking place.

8. **Fishermen will have to be mindful of keeping customers physically distant while conducting dockside sales.** Communities will not tolerate poor control on the wharf leading to possible virus safety concerns. Tape should be placed every 6 feet on the dock to keep customers physically separated. When selling product online, fishermen should space their customers out by time, ensuring pickups occur at least 15-30 minutes apart and maintaining a physical distance of 6 feet when processing payment.

### Unloading

9. When a vessel is unloading the crew should do the work on vessel themselves, so that no one needs to come from the shore crew on to the boat. Crew should wear gloves while unloading. Hands must be washed prior to putting gloves on. The gloves will need to be disinfected after the unload.
10. When unloading the shore crew should only handle the product once it is on the wharf. Ensure to maintain distance if unloading by hand on a floating unloading wharf.
11. After unloading, the deck will need to be scrubbed down as well as all surfaces that may have come into contact with equipment from shore or people from shore. Use cleaning solution as referenced above.

### Getting Supplies - Stay on the Boat

12. When getting supplies, **\*minimize contact\***. Have goods and services delivered and, if not possible, 1 or 2 people from crew do the shopping and laundry. **The rest of the crew should stay on the boat.** **Disposable gloves** should be used when off the boat and then disposed of after all chores are done on shore. Wash hands before putting on gloves. Clothes worn in Town should be placed in a garbage bag for 3 days. (If clothes have come into contact with the Virus, 3 days of bagged storage is advised as sufficient for decontamination). All door handles, light switches and other routinely touched surfaces should be cleaned after someone returns to the vessel. **Remember you need to protect the crew from disease as well as the community.**
13. VHF and cellphone communications will be key components in maintaining orderly and smoothly running systems for all of the necessary functions for fishing vessels to unload, fuel up, grub and water up and all other needs of the vessel and crew and harbours to maintain fisheries and fishing vessels.
14. Use VHF radios and cell phones (if there is service). Generally, channel 6 is for VHF in most coastal communities to communicate with other vessels and wharfingers and locals.
15. Use your VHF to organize line-ups to use facilities and do chores, such as at fuel stations, ice plants, net floats, laundry, etc. Have a pad of paper and a pen handy to make a list of what order vessels and fishermen are in prior to using facilities.
16. Use VHF radios prior to when people want to leave a vessel tied outside of someone else so they can cross over to a dock. This way the person/s on the vessel being crossed can stay inside their boat while people are crossing. When tying up a vessel to a dock, politely ask anyone on the dock NOT to help, and do it yourself.
17. If a vessel ties beside you, stay in your vessel until they are done tying up and finished on deck.

18. When going up a dock go single file and at least 6 feet apart.
19. Whenever possible, call in your food orders to the grocery stores and have them delivered to the wharf.

### **Onboard health issues**

20. A daily log of the crew members' temperatures should be maintained using an infra-red temperature gauge.
21. Non-COVID19 Accidents: anyone with a serious injury will need to be dealt with using Coast Guard assistance or local health care. Even if it is a non-COVID19 situation and no one is sick with COVID19 or exhibiting any symptoms, see the BC CDC COVID19 self-assessment tool online to make sure the vessel and crew are clear, prior to going into port.
22. Sickesses: if a crew member needs medical assistance contact the Coast Guard and get instructions for where to proceed for medical services.
23. Suspected COVID19: If someone has symptoms of COVID19 (using the CDC-self assessment tool) on a vessel, contact the Coast Guard for instructions for where to get help or the best course of action to get help. Do not assume that proceeding to a hospital or care center in a small isolated community is the answer. People will need advanced medical assistance that can only be offered in larger centers and may need to be medevaced off the boat and taken directly to a larger medical facility.

### **Food Fishing**

24. First Nations must be consulted about any potential for increased commercial fishing activity in their territories resulting from changes in the industry due to the COVID19 pandemic.
25. Food security for coastal communities is of utmost importance. Some communities do not have the capacity to catch all the food fish they need. Where needed and welcomed by the community, we encourage fishermen to talk to First Nation communities to see if they can offer capacity to harvest the necessary food fish.



## Joseph Rotenberg

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**From:** Joseph Rotenberg  
**Sent:** April 23, 2020 4:13 PM  
**To:** Joseph Rotenberg  
**Subject:** FW: Statistics Canada Survey: Impacts of COVID-19 on Canadians.

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**From:** Darcey Bouvier <[dbouvier@ucluelet.ca](mailto:dbouvier@ucluelet.ca)> **On Behalf Of** Info Ucluelet  
**Sent:** April 23, 2020 3:59 PM  
**To:** Mark Boysen <[mboysen@ucluelet.ca](mailto:mboysen@ucluelet.ca)>  
**Subject:** Statistics Canada Survey: Impacts of COVID-19 on Canadians.

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**From:** CPAB\_BC\_Communications\_CB <[CPAB\\_BC\\_Communications\\_CB@hc-sc.gc.ca](mailto:CPAB_BC_Communications_CB@hc-sc.gc.ca)>  
**Sent:** April 23, 2020 3:50 PM  
**Subject:** Statistics Canada Survey: Impacts of COVID-19 on Canadians.



The Public Health Agency of Canada would appreciate your help in promoting Statistics Canada's ongoing survey on the [Impacts of COVID-19 on Canadians](#).

The survey has ten questions and takes approximately five minutes to complete. Please feel welcome to pass this information on to your organization's members, and share with family, friends and colleagues.

To share this information on social media, please feel free to amplify the following publications from Statistics Canada: [Twitter](#) / [Facebook](#) / [Instagram](#) / [LinkedIn](#).

This data collection will help gather information on how COVID-19 is affecting Canadians' physical and mental health, as well as their social and employment situation. Getting information on this topic is vital to effectively assess the needs of communities and implement suitable support measures during and after the pandemic.

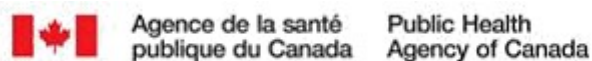
If you have any questions about the survey please email: [statcan.infostats-infostats.statcan@canada.ca](mailto:statcan.infostats-infostats.statcan@canada.ca).

For the latest information on COVID-19, please visit [Canada.ca/coronavirus](https://Canada.ca/coronavirus) and follow Canada's Chief Public Health Officer, Dr. Theresa Tam, on Twitter [@CPHO\\_Canada](https://twitter.com/CPHO_Canada).

Thank you for helping to spread the word!

The Public Health Agency of Canada – Western Region

# Canada



L'Agence de la santé publique du Canada aimerait solliciter votre collaboration afin de promouvoir l'enquête de Statistique Canada portant sur les [répercussions de la COVID-19 sur les Canadiens](#). L'enquête compte dix questions et il faut prévoir environ cinq minutes pour y répondre. Nous vous invitons à transmettre ces renseignements aux membres de votre organisation, à vos amis, à votre famille et à vos collègues.

Pour faire connaître cette enquête sur les médias sociaux, nous vous invitons à partager les publications suivantes de Statistique Canada : [Twitter](#) / [Facebook](#) / [Instagram](#) / [LinkedIn](#).

Cette collecte de données vise à recueillir des renseignements qui permettront de comprendre les répercussions de la COVID-19 sur la santé physique et mentale des Canadiens, ainsi que sur leur situation sociale et d'emploi. Obtenir ces renseignements est de la plus haute importance pour bien comprendre les besoins des collectivités et pour pouvoir mettre en place des mesures de soutien appropriées pendant et après la pandémie.

Si vous avez des questions au sujet de l'enquête, veuillez envoyer un courriel à l'adresse [statcan.infostats-infostats.statcan@canada.ca](mailto:statcan.infostats-infostats.statcan@canada.ca).

Pour obtenir les renseignements les plus récents sur la COVID-19, visitez le site [Canada.ca/le-coronavirus](https://Canada.ca/le-coronavirus) et suivez l'Administratrice en chef de la santé publique du Canada, la Dre Theresa Tam, sur Twitter à [@ACSP\\_Canada](https://twitter.com/ACSP_Canada).

Merci de nous aider à faire connaître cette enquête!

Agence de la santé publique du Canada – Région de l'ouest

# Canada

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Communications and Public Affairs Branch  
Health Canada - British Columbia Region / Government of Canada  
Health Canada-Santé Canada Communications BC - [CB@hc-sc.gc.ca](mailto:CB@hc-sc.gc.ca)

Direction générale des communications et des affaires publiques  
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## STAFF REPORT TO COUNCIL

Council Meeting: April 28, 2020  
500 Matterson Drive, Ucluelet, BC V0R 3A0

**FROM:** JOSEPH ROTENBERG, MANAGER OF CORPORATE SERVICES

**FILE NO:** 0550-01 GEN 2020

**SUBJECT:** PUBLIC PARTICIPATION IN COUNCIL MEETINGS DURING COVID-19

**REPORT NO:** 20-32

**ATTACHMENT(S):** APPENDIX A: MINISTERIAL ORDER NO. M083

### **RECOMMENDATION(S):**

1. **THAT** Council direct Staff to:
  - a. close Council Chambers to the public during open Council meetings until Ministerial Order No. M083 expires;
  - b. read public input submitted to [communityinput@ucluelet.ca](mailto:communityinput@ucluelet.ca) during open Council meetings at the “Public Input” section of the Agenda until Council Chambers is reopened to the public; and,
  - c. read questions submitted to [communityinput@ucluelet.ca](mailto:communityinput@ucluelet.ca) during open Council meetings at the “Question Period” section of the Agenda until Council Chambers is reopened to the public.

### **PURPOSE:**

To adopt Council meeting protocols that align with public health orders and recommendations related to social distancing while continuing to allow the public an opportunity to participate in open Council meetings.

### **BACKGROUND:**

On March 26, 2020 the Ministerial Order No. M083 (Appendix A)(the “Order”) was enacted by the Province of British Columbia. The Order authorizes local governments to conduct meetings electronically and to have open meetings without the public in attendance. It “... applies during the period that the declaration of state of emergency made March 18, 2020 under section 9(1) of the Emergency Program Act and any extension of the duration of that declaration is in effect.” On April 15, 2020, the state of emergency was extended until April 28, 2020. The Order is expected to be extended again.

The Order does not apply to public hearings or other public engagement required by statute. To date the Province has not otherwise modified the statutory requirements related to these forms of public engagement and Staff have been advised by legal counsel that the public must have the option to be physically present in Council Chambers to make representations during a public hearing.

Open meetings which the public are not permitted to attend in-person are not in-camera meetings. For this reason, open meeting agendas and minutes are published online, District Staff distribute

Council Meeting Summaries via Ukee Mail and open meetings conducted in the George Fraser Room are live streamed on YouTube in accordance with the District's Council Webcasting Policy.

If Council allows the public to continue to attend Council meetings, social distancing measures will be implemented. These measures may include limiting attendance to the meetings, creating overflow areas (if necessary), and potentially screening audience members before they attend meetings in-person. Implementing these measures will have staff time and financial implications.

Staff have also recommended the receipt of public input and questions during Council meetings via email to maximize public engagement with Council. The recommendation allows residents to ask questions and provide public input during Council meetings. Staff continue to encourage individuals to make delegations to Council (via electronic means) and submit correspondence.

**TIME REQUIREMENTS – STAFF & ELECTED OFFICIALS:**

If Council approves the recommendations, there will be nominal time required to advise the public that Council Chambers is closed during open meetings and advertise how to engage with Council during those meetings.

**FINANCIAL IMPACTS:**

There are no financial impacts associated with the recommendations.

**POLICY OR LEGISLATIVE IMPACTS:**

The recommendations are interim measures that strive to balance public health concerns, public engagement during Council meetings and the need for Council to conduct business in a transparent manner. The recommended measures align with Provincial and Federal public health orders and recommendations related to social distancing. They are also authorized by the Order and mirror as closely as possible to the District's practices before the pandemic.

**OPTIONS REVIEW:**

1. **THAT** Council direct Staff to:
  - a. close Council Chambers to the public during open Council meetings until Ministerial Order No. M083 expires;
  - b. read public input submitted to [communityinput@ucluelet.ca](mailto:communityinput@ucluelet.ca) during open Council meetings at the "Public Input" section of the Agenda until Council Chambers is reopened to the public; and,
  - c. read questions submitted to [communityinput@ucluelet.ca](mailto:communityinput@ucluelet.ca) during open Council meetings at the "Question Period" section of the Agenda until Council Chambers is reopened to the public. **(Recommended)**
2. **THAT** Council provide alternative direction to Staff.

**Respectfully submitted:** Joseph Rotenberg, Manager of Corporate Services  
Nicole Morin, Corporate / Planning Clerk

**ORDER OF THE MINISTER OF PUBLIC SAFETY AND  
SOLICITOR GENERAL**

*Emergency Program Act*

**Ministerial Order No. M083**

WHEREAS a declaration of a state of emergency throughout the whole of the Province of British Columbia was declared on March 18, 2020;

AND WHEREAS local governments, including the City of Vancouver, and related bodies must be able to conduct their business in accordance with public health advisories to reduce the threat of COVID-19 to the health and safety of members and employees of local government and related bodies and members of the public;

AND WHEREAS it is recognized that public participation in local governance is an essential part of a free and democratic society and is important to local governments' purpose of providing good government to communities;

AND WHEREAS the threat of COVID-19 to the health and safety of people has resulted in the requirement that local governments and related bodies implement necessary limitations on this public participation;

I HEREBY make the attached Local Government Meetings and Bylaw Process (COVID-19) Order.

March 26, 2020

Date



Minister of Public Safety and Solicitor General

*(This part is for administrative purposes only and is not part of the Order.)*

**Authority under which Order is made:**

Act and section: Emergency Program Act, R.S.B.C. 1996, c. 111, s. 10

Other: MO 73/2020

## LOCAL GOVERNMENT MEETINGS AND BYLAW PROCESS (COVID-19) ORDER

### Definitions

- 1 In this order:
  - “**board**” has the same meaning as in the Schedule of the *Local Government Act*;
  - “**council**” has the same meaning as in the Schedule to the *Community Charter*;
  - “**municipality**” has the same meaning as in the Schedule of the *Community Charter*;
  - “**municipality procedure bylaw**” has the same meaning as “procedure bylaw” in the Schedule of the *Community Charter*;
  - “**regional district**” has the same meaning as in the Schedule of the *Local Government Act*;
  - “**regional district procedure bylaw**” means a procedure bylaw under section 225 of the *Local Government Act*;
  - “**Vancouver council**” has the same meaning as “Council” in section 2 of the *Vancouver Charter*;
  - “**Vancouver procedure bylaw**” means a bylaw under section 165 [*by-laws respecting Council proceedings and other administrative matters*] of the *Vancouver Charter*.

### Application

- 2 This order only applies during the period that the declaration of a state of emergency made March 18, 2020 under section 9 (1) of the *Emergency Program Act* and any extension of the duration of that declaration is in effect.

### Open meetings - municipalities

- 3 (1) Despite
  - (a) Division 3 [*Open Meetings*] of Part 4 [*Public Participation and Council Accountability*] of the *Community Charter*, and
  - (b) any applicable requirements in a municipality procedure bylaw of a council, a council or a body referred to in section 93 [*application of rule to other bodies*] of the *Community Charter* is not required to allow members of the public to attend an open meeting of the council or body.
- (2) For the purposes of Division 3 [*Open Meetings*] of Part 4 [*Public Participation and Council Accountability*] of the *Community Charter*, if a council or a body do not allow members of the public to attend an open meeting under subsection (1) of this section, the open meeting is not to be considered closed to the public.

### Open meetings – regional districts

- 4 (1) Despite
  - (a) Division 3 [*Open Meetings*] of Part 4 [*Public Participation and Council Accountability*] of the *Community Charter*,



(b) section 226 [*board proceedings: application of Community Charter*] of the *Local Government Act*, and

(c) any applicable requirements in a regional district procedure bylaw of a board,

a board or a board committee established under section 218 [*appointment of select and standing committees*] of the *Local Government Act* is not required to allow members of the public to attend an open meeting of the board or committee.

- (2) For the purposes of Division 3 [*Open Meetings*] of Part 4 [*Public Participation and Council Accountability*] of the *Community Charter* as that Division applies to a regional district under section 226 of the *Local Government Act*, if a board or a board committee do not allow members of the public to attend an open meeting under subsection (1) of this section, the open meeting is not to be considered closed to the public.

#### **Open meetings - Vancouver**

##### **5 (1) Despite**

(a) section 165.1 [*general rule that meetings must be open to the public*] of the *Vancouver Charter*, and

(b) any applicable provision in the Vancouver procedure bylaw,

the Vancouver council or a body referred to in section 165.7 [*application to other city bodies*] of the *Vancouver Charter* is not required to allow members of the public to attend an open meeting of the council or body.

- (2) For the purposes of section 165.1 of the *Vancouver Charter* if the Vancouver council or a body do not allow members of the public to attend an open meeting under subsection (1) of this section, the open meeting is not to be considered closed to the public.

#### **Electronic meetings – municipalities**

##### **6 (1) Despite**

(a) section 128 [*electronic meetings and participation by members*] of the *Community Charter*, and

(b) any applicable requirements in a municipality procedure bylaw of a council, a council or a body referred to in section 93 [*application of rule to other bodies*] of the *Community Charter* may conduct all or part of a meeting of the council or body by means of electronic or other communication facilities.

- (2) A member of a council or body who participates in a meeting by means of electronic or other communication facilities under this section is deemed to be present at the meeting.
- (3) Section 128 (2) (c) and (d) [*electronic meetings and participation by members*] of the *Community Charter* does not apply in respect of a meeting conducted by means of electronic or other communication facilities under this section.

#### **Electronic meetings – regional districts**

##### **7 (1) Despite**

(a) section 221 [*electronic meetings and participation by members*] of the *Local Government Act*,

(b) the Regional District Electronic Meetings Regulation, B.C. Reg. 271/2005, and

(c) any applicable requirements in a regional district procedure bylaw of a board,

a board or a board committee established under section 218 [*appointment of select and standing committees*] of the *Local Government Act* may conduct all or part of a meeting of the board or committee by means of electronic or other communication facilities.

(2) A member of a board or board committee who participates in a meeting by means of electronic or other communication facilities under this section is deemed to be present at the meeting.

(3) Section 2 (2) (d) and (e) [*electronic meetings authorized*] of the Regional District Electronic Meetings Regulation does not apply in respect of a meeting conducted by means of electronic or other communication facilities under this section.

#### **Electronic meetings - Vancouver**

**8** Despite

(a) section 164.1 [*meeting procedures*] of the *Vancouver Charter*,

(b) the City of Vancouver Council Electronic Meetings Regulation, B.C. Reg. 42/2012,

(b) any applicable provision in the Vancouver procedure bylaw,

the Vancouver council or a body referred to in section 165.7 [*application to other city bodies*] of the *Vancouver Charter* may conduct all or part of a meeting of the council or body by means of electronic or other communication facilities.

(2) A member of the Vancouver council or other body who participates in a meeting by means of electronic or other communication facilities under this section is deemed to be present at the meeting.

(3) Section 2 (2) (c) and (d) [*electronic meetings authorized*] of the City of Vancouver Council Electronic Meetings Regulation does not apply in respect of a meeting conducted by means of electronic or other communication facilities under this section.

#### **Timing requirement for bylaw passage – municipalities**

**9** Despite section 135 (3) [*requirements for passing bylaws*] of the *Community Charter*, a council may adopt a bylaw on the same day that a bylaw has been given third reading.

#### **Timing requirement for bylaw passage – regional districts**

**10** Despite section 228 [*bylaw adoption at same meeting as third reading*] of the *Local Government Act*, a board may adopt a bylaw described in that section at the same meeting at which the bylaw passes third reading if the motion for adoption receives the majority of the votes cast.



## STAFF REPORT TO COUNCIL

Council Meeting: April 28, 2020  
500 Matterson Drive, Ucluelet, BC V0R 3A0

**FROM:** BRUCE GREIG, MANAGER OF COMMUNITY PLANNING

**FILE NO:** 3360-20-RZ19-05

**SUBJECT:** LOT 13 MARINE DRIVE – PROPOSED AFFORDABLE HOUSING

**REPORT NO:** 20-34

**ATTACHMENT(S):** APPENDIX A – LETTER FROM ACMC HOLDINGS RECEIVED APRIL 16, 2020  
APPENDIX B – LETTER FROM BC HOUSING RECEIVED APRIL 23, 2020  
APPENDIX C – PUBLIC INPUT RECEIVED ON LOT 13 PROPOSAL  
APPENDIX D – ZONING AMENDMENT BYLAW NO. 1269, 2020  
APPENDIX E – HOUSING AGREEMENT BYLAW NO. 1270, 2020  
APPENDIX F – EXCERPTS OF MINUTES FROM NOVEMBER 26, 2019, AND MARCH 17, 2020,  
COUNCIL MEETINGS  
APPENDIX G – ASSUMPTION AGREEMENT  
APPENDIX H – MDA COVENANT MODIFICATION AGREEMENT

### 1.0 RECOMMENDATIONS:

With regard to the proposed 33 small-lot affordable development on Lot 13, District Lot 283, Clayoquot Land District, Plan VIP84686, the following are recommended for Council consideration:

1. **THAT** Council give third reading to Ucluelet Zoning Bylaw Amendment Bylaw No. 1269, 2020;
2. **THAT** Council adopt Ucluelet Housing Agreement Bylaw No. 1270, 2020;
3. **THAT** Council indicate that final approval of Ucluelet Zoning Bylaw Amendment Bylaw No. 1269, 2020, would be subject to the owner and applicant providing executed, registerable copies of:
  - a. the “No Subdivision” Covenant to be registered on the title of Lot 13; and,
  - b. the Assignment of Master Development Agreement by ACMC Holdings Ltd. and Weyerhaeuser Company Ltd.;
4. **THAT** Council authorize the discharge of “No Build” covenant FB154873 from the title of Lot 13, once the “No Subdivision Covenant” has been registered on the property’s title;
5. **THAT** Council indicate that it is prepared to authorize modification of Master Development Agreement and Covenant EX125879 on lands owned by Weyerhaeuser

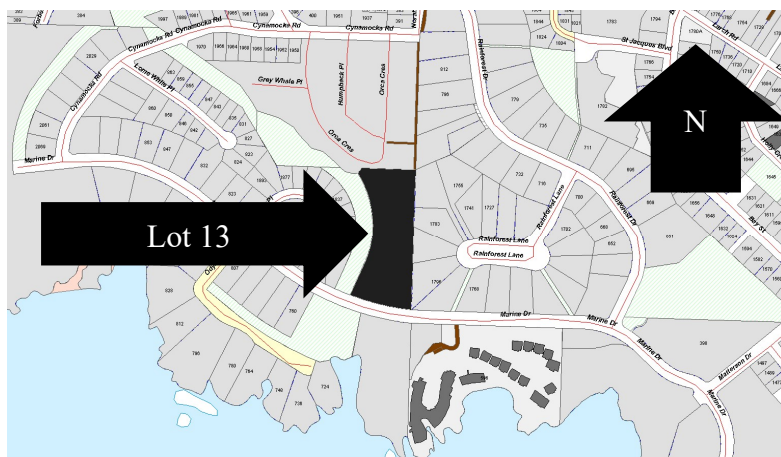
Company Ltd., at the time that Ucluelet Zoning Bylaw Amendment Bylaw No. 1269, 2020, is adopted; and,

6. THAT Council direct staff to give notice of a Special Council Meeting to be held at 3:30pm on Tuesday, May 5<sup>th</sup>, 2020, to consider adoption of Ucluelet Zoning Bylaw Amendment Bylaw No. 1269, 2020.

## 2.0 PURPOSE:

The purpose of this report is to present information on the development approval process for **Application RZ19-05** from ACMC Holdings Ltd. for a proposed affordable housing development on Lot 13, District Lot 283, Clayoquot District, Plan VIP844686 (**Lot 13**). Initial reports on this application were considered by Council at its November 26, 2019, and March 17, 2020 meetings. This report provides the following:

- outlines steps in the development approvals process;
- presents the public input received on the proposal;
- provides an update on the status of agreements between the applicant and the current property owner, Weyerhaeuser Company Ltd., and BC Housing; and,
- presents decisions for Council to consider on bylaws, agreements and permits.



Site Context

## 3.0 DISCUSSION

### 3.1 Background

The staff report received by Council at its regular meeting held November 26, 2019, provided background on the proposal for Lot 13, its physical and regulatory context and significant discussion of affordable housing policy options. The staff report received by Council at its regular meeting held March 17, 2020, provided further analysis of the proposal and steps in the approval process for the various agreements and permits affecting the land. This current report does not duplicate that information, and should be read in conjunction with the November 26, 2019, staff report #19-153 and March 17, 2020, staff report #20-26. After discussion at those meetings,

Council passed a number of motions (see **Appendix “G”**), affecting the course of approvals for the proposed development.

### **3.2 New materials**

Since deciding to waive holding a public hearing, and instead notify the community of the opportunity to provide written comment on the proposed development, the District has received numerous written submissions. Major themes found in these comments are discussed in the report below, and copies of all submissions are found in **Appendix “C”**. A new letter from the proponent, Andrew McLane of APMC Holdings Ltd. is found in **Appendix “A”**. A letter from BC Housing, outlining its financial commitment to the project is found in **Appendix “B”**. A revised draft of the “No Subdivision” covenant - updated from the version attached to the March 17, 2020, staff report – will be provided to Council as a late item for the April 28, 2020, meeting and is discussed below.

### **3.3 Public Input**

Council’s decision to give notice of waiving the public hearing, and instead seek written submissions from the community, provided a month for public input. As noted above, the full text of all submissions is attached to this report in **Appendix C**.

The comments received, as can be expected, contain some well-reasoned arguments both in support and in opposition to the current proposal for Lot 13.

Supportive comments generally focused on the creation of new affordable units as a community benefit, and the social benefits of reducing housing pressure and uncertainty for households. Some focused on the form of the proposed housing, expressing support for individual homes with small yards as a preference.

Concerns expressed fall into a few broad themes; location, density, aesthetics, environmental impact and process.

#### Location:

A number of comments suggested that this is not an appropriate location for affordable housing. Lot 13 is one parcel which has been designated - by the Official Community Plan, zoning bylaw and covenant on title - for use specifically for affordable housing; a series of past community decisions have been made to already designate this parcel for affordable housing, and property owners should have every reason to expect an affordable housing development will at some point be constructed on this land (this remains unchanged from before there was a neighbourhood surrounding Lot 13).

#### Density:

Concerns about density also take the form of comments expressing concern for parking, noise and traffic. The concern about density may overlap with a concerns expressed about land values, aesthetics and/or environmental footprint. Housing affordability always involves some compromise; this may be a compromise of size, quality, tenure or location. Reducing unit size (and in the form of single-family homes, lot size) is one strategy for reducing costs per unit. The proposed layout for Lot 13 is a fairly dense, small-lot single-family neighbourhood. It also sets aside or designates green space to buffer that dense cluster of housing from surrounding private and public land.

Some comments suggest that a different building form (clusters of townhouses, condos, apartment building) would be preferable; the development proposal being brought forward, however, is aiming to create compact housing but with the full ownership of buildings and land which comes with a fee-simple subdivision.

The number of parking spaces proposed (2 per house, plus 1 per secondary suite) is the same minimum number which applies in all single-family residential zones in Ucluelet.

The subsequent stages of Development Permit approval and subdivision would allow an opportunity to define in more detail the specifics of lot layout, building and landscape design. Alternatively, Council could seek a reduction in density as part of the rezoning approval; presumably there is a threshold at which the total number of units makes the project viable for the developer and BC Housing.

#### Aesthetics:

Concerns expressed for the visual appearance of the development generally centre on two things; the look of the proposed modular housing construction, and the appearance of the overall development from Marine Drive.

Greater detail on the proposed houses can be obtained as part of the Development Permit process; the building form, materials, colours and landscaping are typical considerations of the form and character of a development during the DP review. Clarification by the developer whether an opportunity exists to vary the units by using more than one construction type (e.g., modular or site-built) or contractor can also be part of the Development Permit process.

Council has already indicated that greater detail on the landscape design and amount of new planting to screen the new homes from Marine Drive will be required at the DP stage. On the other hand, if concern for retaining existing trees to provide a larger screen between the new homes and Marine Drive is considered critical to Council's support for the development, then indicating such concern at this stage would be important. Tree retention would likely result in reducing the number of lots and should be made an explicit option at this point.

#### Environmental Impact:

Concerns expressed about the amount of tree clearing, green buffers between properties and protection of stream habitat were raised by a number of letter writers. Council previously indicated that a detailed analysis of site grading and drainage (showing the limits of site clearing and runoff control measures), along with review by the stream biologist are expected as part of the DP application.

#### Process and Opportunities for Public Comment:

A number of comments characterized this as a rushed process, questioned the waiving of a public hearing and suggested that Council hold a public hearing before considering whether to adopt the rezoning bylaw. Staff expect that this bylaw would have been referred to a public hearing if public health orders and advice to avoid community transmission of COVID-19 had not been made in March.

Council does have the option, at this point, to refer the bylaw to a public hearing at some future date when it is safe to convene a public gathering. Two points to consider:

- a) There is a property transfer deal behind this proposed development with a closing date which would not allow time for a public hearing at some unspecified date. That deal is between two private parties and is not part of the consideration in the public review process, however there is a likelihood that an extended public process could result in the proposed development being abandoned; and,
- b) The amount of awareness, discussion and community comment by written submission on the proposed development of Lot 13 is substantial. The public comment covers a wide range of topics and opinions, and one should consider whether holding a public hearing would result in any more or different opinions being expressed. A public hearing is not a forum for answering residents' question, rather it is a formal opportunity for Council to hear input – not unlike the written submissions received.

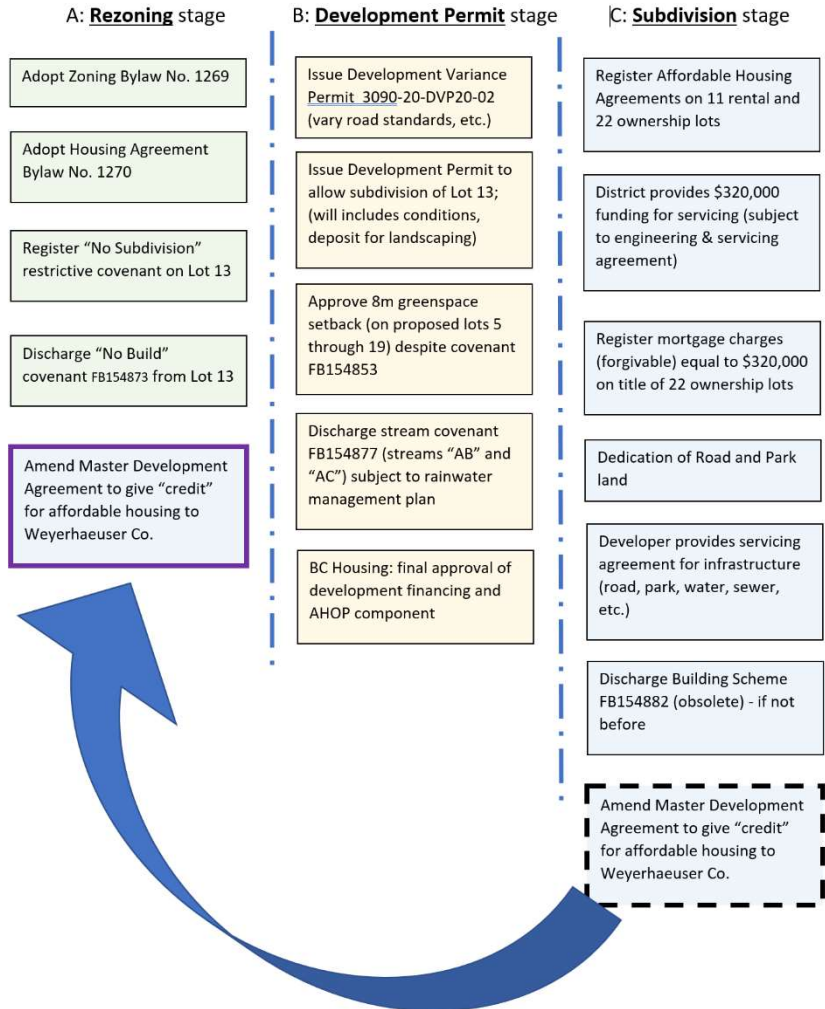
This offers only a brief summary of the recurring themes found in the public correspondence on Lot 13. Council should read the full text (all 88 pages) of the submissions found in **Appendix "C"**.

### **3.4 Development Approvals Process**

For a property owner intent on developing a parcel of land, the path from start to finish crosses numerous steps of approval for bylaws, permits, legal agreements, subdivision and building permits. The following provides a summary of those steps and the individual elements which are defined at each of those steps – it also indicates where decisions by Council (or others) grant approval for elements of the development. At this point, Council is in a position to be deciding on the adoption of rezoning and housing agreement bylaws; concurrently there are legal agreements (existing and proposed) which would be registered on the title of Lot 13 to provide certain assurances related to how the land would be developed.

As noted in the letter from ACMC Holdings (see Appendix "A"), to satisfy terms of the land transfer between Weyerhaeuser and ACMC, they are requesting that Weyerhaeuser be given "credit" for providing affordable housing by amending the Master Development Agreement (MDA) at the time the rezoning is approved (i.e., now) rather than at the time Lot 13 is subdivided (some months from now) (see **Appendix "H"**). Previously, staff had recommended and Council had indicated that the MDA "credit" would be given at the subdivision stage (at which point there is greater assurance that the affordable housing will be delivered). The risk of giving the "credit" at the time Lot 13 is rezoned is that there would be nothing forcing the developer to actually complete the subdivision and create affordable housing; there is potential that the project could be put on hold. Meanwhile, in that scenario, Weyerhaeuser could presumably develop other lands without creating affordable housing because they would have received "credit" for affordable housing which doesn't exist – an outcome that staff consider is unlikely but is nevertheless a risk which we would not recommend that the public should bear.

The timing is apparently critical to the deal between ACMC and Weyerhaeuser. Accordingly, ACMC is now proposing to add terms to the “No Subdivision” covenant which would commit the developer to a timeline for creating the affordable housing lots: if the subdivision of Lot 13 is not completed within 18 months, the developer agrees that the District commitment to provide funding for the project in the amount of \$320,000 would be revoked; furthermore, if the subdivision is not completed within 24 months the District could exercise an option to purchase Lot 13 and all plans, studies and reports commissioned by the developer for a nominal fee. The detailed language of this amendment to the “No Subdivision” covenant was still being drafted at the time of the writing of this report, but is expected to be presented to Council as a late item for the April 28<sup>th</sup>, 2020, meeting agenda.



The proposal by Andrew McLane to commit to the above timeline and accept the risk for delivering the affordable housing in the near future should be seen as a significant concession, and on this basis staff can recommend that Council could adopt the Zoning Amendment bylaw and agree to modify the MDA at this stage of rezoning rather than at subdivision.

**3.5 BC Housing partnership:**

BC Housing has provided a letter indicating that they are prepared to commit to the AHOP program, to provide second mortgages to make the homes constructed on Lot 13 affordable, to a total value of \$716,000 (see **Appendix “B”**). This equates to over \$32,000 cost savings to the purchaser x 22 lots and homes which would be offered for sale under the AHOP program. The letter notes that the final participation by BC Housing is contingent on approval by the BC Housing Executive Committee; this approval is given only once a Development Permit is issued by the municipality:



Municipal contribution to offset servicing:	\$320,000
Developer contribution (includes concessions by Municipality)	\$359,000
BC Housing contribution:	<u>\$37,000</u>
total:	\$716,000

The total project commitment by BC Housing represents a significant leveraging of the proposed municipal contribution of \$320,000 toward affordable housing in the community (which Council has earmarked to be funded from Barkley Community Forest dividend funds, not property taxes). Under the AHOP program, BC Housing commits that all funds coming out of second mortgages from future sales of the ownership lots (if they choose to not remain in the AHOP program) would be returned to the Districts affordable housing reserve fund. The AHOP program does not guarantee that each individual unit will remain at a controlled price over time. Instead, the focus of the AHOP program is to provide incentives to:

- a) get new housing supply built; and,
- b) allow target households to get into the market - often first-time home buyers in communities where the cost of stepping from renting up to home ownership is prohibitive for working individuals and families.

Even if there were no change in property values over time, the above commitment from BC Housing means that if eventually all 22 ownership units left the AHOP program, the community would be left with \$716,000 in the affordable housing reserve fund, to use for creating additional future affordable housing units. Increase or decrease in property values over time would see a proportionate increase or decrease in the AHOP mortgage values.

#### **4.0 CONCLUSIONS**

##### **4.1 Next Steps**

At this point, staff are recommending that Council consider the public input received and consider if there is support to give third reading to the Zoning Amendment Bylaw No. 1269, 2020. Third reading is often described as “approval in principle” for a bylaw.

Staff recommend that scheduling a Special Council meeting for May 5<sup>th</sup>, 2020, would enable time for execution of the “No Subdivision” covenant and Assumption Agreement by all parties, prior to Council considering adopting the rezoning bylaw at that meeting.

If the rezoning bylaw were adopted, the following are the next steps in the application and process of development approvals:

- A. ACMC Holdings and Weyerhaeuser complete their deal and ownership of Lot 13 transfers to ACMC;
- B. ACMC submits an application for DP and DVP for the proposed development of Lot 13 as a small-lot subdivision, including additional reports and details previously indicated by Council motions (grading and drainage design, stream protection measures, detailed landscape design, etc.);
- C. Once a DP and DVP have been issued, ACMC applies to subdivide the property. This includes detailed engineering of all site servicing (water, sewer, roads, parks, drainage, etc.);
- D. Completing the subdivision process includes registration of rental and ownership Housing Agreements (already drafted as schedules to the “no Subdivision” covenant) on the individual small-lot property titles;
- E. ACMC applies for excavation permits, building permits, plumbing and electrical permits for each individual lot as they are constructed.

#### 4.2 Options Review:

As noted previously, should this development not proceed, the current “No Build” covenant, MDA and zoning for affordable housing would still apply to Lot 13 and it is expected that a future proposal could come forward at some point in time for the development of affordable housing on the property.

At this time, staff recommend that Council consider the 6 recommended motions at the outset of this report, which would move the project forward and continue to meet the timing of the agreement between ACMC and Weyerhaeuser.

Alternatively, Council could consider the following:

7. **THAT** Council defer consideration of further readings of the Zoning Amendment Bylaw No. 1269, 2020, and refer the application to a Public Hearing at a future date to be determined, to gather further input from the community; **or**,
8. **THAT** Council provide alternative direction to staff and/or the applicant; **or**,
9. **THAT** Council reject the application.

**Respectfully submitted:** Bruce Greig, Manager of Community Planning  
Mark Boysen, Chief Administrative Officer



## Appendix A

To the District Council and Staff,

As per the request of Bruce Greig Manger of Current Planning for the district of Ucluelet, I writing to you to request a couple changes to my rezoning application for the development on lot 13 Marine Drive (First Light at Marine Drive)

Firstly, we would like to discharge the Master development agreement charge number FB49737 from the title of lot 13. As we have new housing agreements that will replace this, we do not see the need to have this charge remain.

Secondly, we request that Weyerhaeuser receives an amendment to the Master Development agreement Charge FB49737 registered on the remainder of their lands at the time the rezoning bylaw for lot 13 marine drive is passed and not at the time that lot 13 becomes subdivided. This is a crucial point.

We know that giving Weyerhaeuser the amendment before the units are built is a risk, in case I do not complete the affordable housing development and they have just been given the amendment. THAT WILL NOT HAPPEN. I can say with complete certainty that even in the current climate we are in, ACMC Holdings Ltd is full steam ahead with the development of lot 13. BC Housing is committed to the project for funding purposes through their AHOP Program. Even more so, we look at this time as a lesson that if we create more housing, locals, will be able to self isolate easier as locals will not be sharing accommodation with non immediate family members. Which is happening in lots of resort communities right now.

Speaking to some local neighbours of the proposed development I think its crucial to speak to a couple points. It is not out intention to strip the site of all its natural beauty. It is in our best interest also to keep as much natural forest. Working with Ron Gibson of Gibson Brothers Contracting Ltd a local contractor with years of experience working on sites just like this, Ron will insure we retain as much natural vegetation as possible. Ron and his company will be hired to clear the site after our development permit is approved. When we clear the site and there seems to be less than desirable privacy from the neighbouring properties, we will replant more native trees to retain the privacy the neighbours are hoping to keep. He does not think we will need to blast on this site and can get away with just chipping away at the rock. I intend to be a good neighbour, and any issues with the development I would like to face head on. We see this development as the start of something great for affordable housing in this community. Ron and the Gibson Brothers Contracting team have my full trust.

Through the many conversations we decided to keep this a ground-oriented design and not build a 4-storey building that would look down on the neighbouring properties. We want to build a west coast style cottage, small lot development that would give everyone their own patch of grass. The myth of Manufactured homes having a shorter lifespan than that of a site-built home is just that, a myth. These homes are built to BC building code and Step 1 energy efficiency. Any homeowner if they choose, will be able to modify their home like any other site-built home. A site built home if left to deteriorate will have the same life expectancy of that of a modular home.



There are numerous advantages for choosing modular:

**Better Waste and Disposal Recycling** - Manufacturers buy large quantities of lumber and other materials, much of which is ordered to exact requirements, thereby reducing waste. Of the waste that does occur in the build, there is 50-70% less than when building on-site and can readily be recycled or disposed properly.

**Single Location Efficiency** - With the off-site home being built in one location, all materials for the home are shipped to the location, significantly reducing vehicle use, noise, pollution and other impacts in the area where the home will be situated.

**Energy Efficient Factories** - Climate controlled factory building procedures ensure optimal insulations and vapor barrier installation. This provides a better insulated product that requires less energy to heat and cool.

The supplier Moduline Industries is a leading builder of factory-built homes for western Canada. With more than 50 years of residential design and construction experience, we have built more than 50,000 homes. Moduline sells their homes through a network of independent retailers and builders throughout British Columbia, in this Case AMCO Homes Ltd in Nanoose Bay. During the past 50 years, Moduline has grown to become one of the most recognized and respected builders of factory-built and modular homes throughout Canada. It's a recognition earned by consistently delivering more than our customers might expect. Here are some important facts about the Modular home industry:

- Modular homes appraise the same as their on-site built counterparts do; they do not depreciate in value.
- Modular homes can be customized.
- Most modular home companies have in-house engineering departments that utilize CAD (Computer Aided Design).
- Modular home designs vary in style and size.
- Modular construction can be used for commercial applications, including office buildings.
- Modular homes are permanent structures — “real property.”
- Modular homes can be built on crawl spaces and basements.
- Modular homes are considered a form of green building.
- Modular homes are faster to build than 100 percent site-built homes.
- Home loans for modular homes are the same as site-built homes.
- Insurance premiums for modular homes are the same as site-built homes.
- Taxes on modular homes are the same as site-built homes.
- Modular homes can be built to withstand 175-mph winds.
- Modular homes can be built for accessible living and designed for future conveniences.

Our roadway of 10 meters is smaller than normal yes. We have put a lot of thought into this design my engineer Vaughan Roberts of Park City Engineering is 100% certain he can design the infrastructure needed for the development within this roadway. That was provided at the previous council meeting.



After speaking with Paul Fraser of Lewkowich engineering ltd, we have determined that our site plan is very a viable development and will include unfinished basements on almost all the units. Are plan being to provide at least 60% of the units with unfinished basements. Specifically, proposed lots 1-5 and 19-33.

From the outset our goal was to keep this housing as affordable as possible, I appreciate beyond words the districts contribution to help in that cost. I am passionate about affordable housing and as I have always lived and worked in smaller communities, I know this development will only help the well being of Ucluelet.

After reading a lot of social media posts regarding Lot 13 Marine drive, unfortunately, I see it necessary to talk about my history as a developer and real estate investor. Yes I do have a real estate licence, mostly to keep my finger on the pulse of real estate pricing and trends. A valuable tool for a developer or Real Estate. I have owned, subdivided / developed around 21 projects. I have built over 30 residential homes and currently just finished a 9 lot subdivision in Nanoose bay, and now working on a 12 unit affordable housing complex in Parksville and two smaller subdivision in Qualicum Beach. You will not find a lot about ACMC Holdings online as I like to keep it that way. My finances, accomplishments and even a couple times, downfalls are personal to me and I like to keep it that way.

As always, I would like to thank you, the planning department and all the people who have had a hand in making this a reality.

Andrew McLane PREC BCOM

President

ACMC HOLDINGS LTD

April 23, 2020

Appendix B

District of Ucluelet  
200 Main St  
Ucluelet, BC V0R 3A0Attn: Mayco Noël, Mayor, Bruce Greig, Manager of Community Planning and John Towgood, Planner  
Re: Lot 13, Ucluelet

Dear Mr Mayco Noël, Bruce Greig and John Towgood,

The HousingHub, a newly established division of BC Housing, was created to fulfil a new mandate – to supply housing for the middle-income household. As part of this initiative, the HousingHub seeks to utilize partnerships with the development community and Developers to create projects that serve the needs of the middle-income households in communities across our province. In particular, the HousingHub's Affordable Home Ownership Program aims to increase the supply and range of affordable housing options in the independent range of the Housing Continuum.

In mid 2019, Andrew McLane, Personal Real Estate Corporation approached the HousingHub to explore the opportunity to develop Lot 13, Ucluelet with a partnership. The development would create approximately 33 individual rental and ownership units on the site and would have a positive impact in the community for a new supply option for rental and affordable ownership housing. After careful analyses and review of the opportunity, we found that the development meets the overall program intent, goal, principles, target population and core elements of the HousingHub.

We understand that the affordable home ownership aspect of the project will not be possible without partnership with District of Ucluelet and their acceptance of concessions and look to the District to provide direction and clarity on the process over the next few months given the costly nature of holding land.

In the current state of the project, the HousingHub has reviewed information from the District as well as the Developer to initially summarize the following proposed financial contributions to the Affordable Home Ownership Program.

Municipal contribution:	\$320,000
Developer contribution:	\$359,000
BC Housing contribution:	\$37,000
<b>Total contribution and 2<sup>nd</sup> mortgage value:</b>	<b>\$716,000</b>

This letter confirms that the HousingHub is interested in participating in the proposed affordable ownership-based housing at the addresses listed above with Andrew McLane. However BC Housing's final participation is contingent on the final negotiated business deal for the inclusion of affordable home

ownership on being approved by our Executive Committee. The development dually accomplishes objectives set by Andrew McLane and the HousingHub while more importantly, benefiting future residents with the creation of new ownership units.

We value this potential partnership and see this as a positive response in alleviating the pressures faced in the neighbourhood with respect to affordable housing and additional supply for middle income households in Ucluelet.

Yours truly,



Ryan Chiew on behalf of  
Raymond Kwong  
Provincial Director, HousingHub  
BC Housing

**From:** [Adele Armstrong](#)  
**To:** [Community Input Mailbox](#)  
**Subject:** Re: Some concerns about development of Lot 13 Ucluelet  
**Date:** April 15, 2020 2:42:10 PM

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Good afternoon!

I concur with those items listed in the email below about the proposed development of Lot 13. There are too many unanswered questions for it proceed as currently outlined.

Ucluelet is a small community. Speculative development is not something that fits in with the character of the community.

Ucluelet is also a limited geographic area. If something is built without due care and consideration it will negatively affect the community in perpetuity.

Yours sincerely,

Adele Armstrong  
Neighbour

----- Forwarded Message

**From:** Barbara Waters [REDACTED]  
**Date:** Wed, 15 Apr 2020 13:34:50 -0700  
**To:** <[communityinput@ucluelet.ca](mailto:communityinput@ucluelet.ca)>  
**Conversation:** Some concerns about development of Lot 13 Ucluelet  
**Subject:** FW: Some concerns about development of Lot 13 Ucluelet

Good morning!

Further to our email of April 2 with feedback about the proposal for development of Lot 13, we have received some more detailed info from a neighbour and would like to add a few more observations for your consideration.

This neighbour had an opportunity to tour the lot with Andrew McLane, the developer, and get some first-hand details.

Her concerns, with which we concur, include the following:

- Regarding sewage, the developer had no idea about the need for grinder pumps and had no plan or space allotted for grinders or a pump station.



Preparation of the lot will be onerous and may exceed the budget the developer has set for this purpose. There is a possibility he will have to abandon the project and will leave behind a clear cut mud pit.

- Regarding the significant amount of bedrock that will have to be removed, he states that the plan is to have Gibson's chip the rock away, but if he needs to resort to blasting it will put neighbouring homes at risk.
- Density is an issue. An increased noise level in the neighbourhood is unavoidable from so many people packed into a small area.
- It appears there cannot be enough parking provided, and Lot 13 cars are likely to line Marine Drive and/or take over the Brown's Beach lot, the Black Rock lot, or park on Cedar Grove Place so residents and visitors can walk through the trail to Lot 13.
- Restrictions on who can buy in the development would be lifted if Andrew claims financial hardship. If he doesn't sell enough units in the first 6 months he can have the restrictions lifted and open up the units to more people.
- The modular homes are built with the cheapest materials and lower standards. None of them are being inspected and as they will be built in Penticton they are not built with our westcoast weather in mind. They will be sitting on crawl spaces that are cold and damp. In a few years they could be in pretty rough shape and probably have mold. These homes would be far below the standards originally set for the Ocean West development, standards which the rest of us have adhered to.
- These units are all free hold. There is no strata, but there are common areas in the development. The plan includes a small park area and trail that connects to the Cedar Grove trail, and a fence with plantings that runs the whole way along Marine Drive. Who will maintain these areas?
- Ucluelet is waiving some fees that they normally charge builders. This equates to about \$10,000 per unit, for a total of over \$300,000 being given to a private for-profit development from which the developer stands to make \$4,000,000. It would seem more fair to allow this concession to a non-profit project.
- There are no proposed restrictions on resales, so essentially someone could qualify, buy a unit and resell it for profit.
- The proposed laneway is only half the width required in order to accommodate so many units. How are two cars supposed to be able to drive past each other coming and going? What about emergency vehicles or garbage trucks?

As mentioned, in principle we are supportive of the initiative to provide affordable housing in our community. We hope the rezoning of this lot can be done with serious consideration given to the concerns expressed here and by our other neighbours.

Sincerely

Barbara and Rob Waters

----- End of Forwarded Message

**From:** [Alexa Ku](#)  
**To:** [Community Input Mailbox](#)  
**Subject:** Affordable housing project  
**Date:** March 28, 2020 12:18:44 PM

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Hello,

After reviewing the affordable housing project materials and information I think it is exactly what Ucluelet needs. I am on the list to revive updates and look forward to seeing it come to light.

Thank you

Alexa Ku

**From:** [Andrea Medford](#)  
**To:** [Community Input Mailbox](#)  
**Subject:** Lot 13 Marine Drive  
**Date:** April 2, 2020 5:00:45 PM

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To Whom It May Concern,

This project is exactly what we have been in desperate need of for so long. I am very excited about this development as is everyone that I have spoken to about it.

This is also a great location for such a development and we hope that the approval process is successful.

Kind regards  
Andrea Medford  
--  
Andrea Medford

**Joseph Rotenberg**

---

**From:** Ashleigh [REDACTED]  
**Sent:** April 13, 2020 6:00 PM  
**To:** Community Input Mailbox  
**Subject:** Re:lot 13 marine drive

We live on rainforest lane. I strongly disagree with prefab homes in an area like this. I do however see the need for affordable housing but I agree with this local builder,

“What I am against is zero creativity and making quick easy money from lower income families. People need clean, mould free and low maintenance. 10-15 years these will be high maintenance and will be deprecating in value. This will fill a temporary void but I think with a project like this ucluelet needs to lead by example. Build something creative, affordable and leave a legacy. Make it so other community’s use what we do as a template. I understand there is a rush to get things approved as to not scare a developer away and loose the property but rushing things has never really worked for ucluelet in the past.” ~Matt Harbridge

Cheers,  
Ashleigh Drummond

Sent from my iPhone

**From:** [Barbara Schramm](#)  
**To:** [Community Input Mailbox](#)  
**Subject:** Lot 13 input, but public consultation should be held in person later  
**Date:** April 1, 2020 10:31:56 PM

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Dear hard working Council members, thanks for your leadership at this difficult time.

I would like to encourage delay or denial of this application. I think the planning staff expressed very clear concerns about this proposal that I would hate to see left unchanged.

1. Stream next to the Wild Pacific Trail connector trail needs protecting on the edge of this property. Riparian set back should not be waved. Project would need extensive blasting and filling of ravines, so beauty of that area would be lost in my opinion. We should build in harmony with the land for long term sustainable growth.

A good riparian setback policy is of no use if it is ignored in a rush to get housing.

2. A time of quarantine is not the time to hold public input, people are not focus on this, and even if they are concerned, few have the knowledge on how to find the full report in council briefs. Public input should be person at a later date.

3. I predict an increase in monthly rentals emerging during this long shut down that should give Ukee some relief in housing and this property owner time to plan a better proposal. This Proposal seems to favour fast hauled-in prefab solutions that looks like a trailer park with a huge lack in parking and storage that real residents need.

4. a multi-story town home design like on Holly Crescent would allow concentration on the hill top leaving the steep stream ravines preserved.

Thanks,  
Barbara Schramm, [REDACTED] Bay Street, Ucluelet

Sent from my iPad

**From:** [Barbara Waters](#)  
**To:** [Community Input Mailbox](#)  
**Subject:** Lot 13, Ocean West--input re: rezoning application  
**Date:** April 2, 2020 3:58:51 PM

---

We are owners/residents of [REDACTED] Cedar Grove Place, Ucluelet. While we are supportive of the affordable housing initiative we have the following specific concerns regarding the proposed development of lot 13 on Marine Drive:

- 33 tiny lots, with six of the tiny homes to include additional rental suites appears to be extreme densification; we anticipate that it could negatively alter the character of the neighbourhood. Increased noise is one parameter to consider.
- we believe that the original concept was for 4-storey condo-type development on the site; while this wouldn't necessarily address the densification concern it would possibly be preferable in terms of retaining green space and allowing for more generous parking and roadway allotments.
- is there consideration for pedestrian access, sidewalks and a children's play area?
- we are concerned that the development might not adhere to existing regulations regarding setbacks from property lines, and particularly from the riparian area of the stream that abuts the property. We have noticed that several local property owners have clearcut to their property lines, with no apparent penalty.
- we assume that an updated RAR (riparian areas assessment) would be required regarding the stream setback.
- we have heard anecdotally that the developer proposes to limit the laneway width up the middle of the property to 11 feet; this could pose a hazard if and when emergency vehicles might need to access the site and could possibly be blocked by other vehicles. Particularly in the case of fire, this could pose an additional danger to surrounding properties, forest and parkland. Our understanding is that the provincial standard for laneway width is 8 metres (26 feet).
- if, as appears likely, laneway parking is impossible we anticipate that there would be considerable parking on Marine Drive, creating potential hazards.
- as the site is rocky we are concerned that extensive blasting could be required, which could cause damage nearby homes.

We commend the council and developer for addressing the need for affordable housing in Ucluelet. We are just questioning whether this is the best location for the tiny homes project; perhaps a larger parcel of land could be found? For lot 13 we would be more supportive of the original condo concept.

Yours sincerely,  
Robert and Barbara Waters





**From:** [Barbara Waters](#)  
**To:** [Community Input Mailbox](#)  
**Subject:** FW: Some concerns about development of Lot 13 Ucluelet  
**Date:** April 15, 2020 1:34:56 PM

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Good morning!

Further to our email of April 2 with feedback about the proposal for development of Lot 13, we have received some more detailed info from a neighbour and would like to add a few more observations for your consideration.

This neighbour had an opportunity to tour the lot with Andrew McLane, the developer, and get some first-hand details.

Her concerns, with which we concur, include the following:

- Regarding sewage, the developer had no idea about the need for grinder pumps and had no plan or space allotted for grinders or a pump station.
- Preparation of the lot will be onerous and may exceed the budget the developer has set for this purpose. There is a possibility he will have to abandon the project and will leave behind a clear cut mud pit.
- Regarding the significant amount of bedrock that will have to be removed, he states that the plan is to have Gibson's chip the rock away, but if he needs to resort to blasting it will put neighbouring homes at risk.
- Density is an issue. An increased noise level in the neighbourhood is unavoidable from so many people packed into a small area.
- It appears there cannot be enough parking provided, and Lot 13 cars are likely to line Marine Drive and/or take over the Brown's Beach lot, the Black Rock lot, or park on Cedar Grove Place so residents and visitors can walk through the trail to Lot 13.
- Restrictions on who can buy in the development would be lifted if Andrew claims financial hardship. If he doesn't sell enough units in the first 6 months he can have the restrictions lifted and open up the units to more people.
- The modular homes are built with the cheapest materials and lower standards. None of them are being inspected and as they will be built in Penticton they are not built with our westcoast weather in mind. They will be sitting on crawl spaces that are cold and damp. In a few years they could be in pretty rough shape and probably have mold. These homes would be far below the standards originally set for the Ocean West development, standards which the rest of us have adhered to.
- These units are all free hold. There is no strata, but there are common areas in the development. The plan includes a small park area and trail that connects to the Cedar Grove trail, and a fence with plantings that runs the whole way along Marine Drive. Who

will maintain these areas?

- Ucluelet is waiving some fees that they normally charge builders. This equates to about \$10,000 per unit, for a total of over \$300,000 being given to a private for-profit development from which the developer stands to make \$4,000,000. It would seem more fair to allow this concession to a non-profit project.
- There are no proposed restrictions on resales, so essentially someone could qualify, buy a unit and resell it for profit.
- The proposed laneway is only half the width required in order to accommodate so many units. How are two cars supposed to be able to drive past each other coming and going? What about emergency vehicles or garbage trucks?

As mentioned, in principle we are supportive of the initiative to provide affordable housing in our community. We hope the rezoning of this lot can be done with serious consideration given to the concerns expressed here and by our other neighbours.

Sincerely

Barbara and Rob Waters

**Joseph Rotenberg**

---

**From:** bronwyn Kelleher [REDACTED]  
**Sent:** April 14, 2020 9:47 PM  
**To:** Community Input Mailbox  
**Subject:** Lot 13

To: Mayor, Council & District Staff

I support the affordable housing development on marine drive. The rents are reasonable for the income cut offs. I'm glad there are things covering that future renters also have to comply. I hope it doesn't end up like the other affordable housing society where when it folded the last owners of the houses sold them at a large profit.

Its too bad they are pre fabricated but really with the waits on construction time this is the best option for everyone. If I was a renter I would be happy with this. They are new, clean , full amenities, you are not going to be kicked out in April and it won't get sold out from under you for someone's second home or airbnb.

I am happy with people having to live here for a year first. It shows a commitment to the west coast lifestyle and hardships. Someone that is working here for six months at a not full time job and leaves for the winter for a few months should not be able to qualify. I think these restrictions help support ucluelet residents that are here for the long haul. Helping to create a strong population of employed housed residents that can help contribute back. Not a community of transients who take the icing off the cake and go eat it somewhere else.

Not allowing people that are on a board of trust directly or indirectly is also good to note. With estate planning families often hold money in locks to avoid taxation upon death. While this does make it look like on paper that each family member is a free earning body the family money is there to support the family and so people involved in such things should not be eligible for a low income housing.

If you have previously bought in real estate and are now in a position where you cannot afford the place and want to downsize that should not make you eligible for low income.

As for the location. This spot was earmarked for this years ago. If people bought into the neighborhood and did not research into the planned future for the entire area then that is their fault. Yes we need green space in ucluelet. But we need to be writing that into future plans. Not rewriting plans already in place at the expense of those that need housing opportunities now most in town.

Those opposed are the very ones that have pushed renters out of the market either by buying and/or flipping homes at inflated prices or using a viable long term rental suite as a vacation rental to offset the massive amount their lifestyle costs.

Thank you for you time.  
Sincerely, Bronwyn Kelleher

**Joseph Rotenberg**

---

**From:** Carey McPherson [REDACTED]  
**Sent:** April 13, 2020 12:03 PM  
**To:** Community Input Mailbox  
**Subject:** Lot 13 Marine Drive

Hi,

My public opinion is that the affordable housing should not be put in between the trailer park and the hotel staff housing. This is creating a neighbourhood of low-income and a corridor of possible people at risk. Please consider all possible locations and also that families with children will be living there too. Also, please continue to consider our town green spaces as part of our long-term future. Thank you.

**Carey McPherson**

PO Box [REDACTED]  
Ucluelet, BC V0R 3A0  
[REDACTED]

**From:** [Cassie Long](#)  
**To:** [Community Input Mailbox](#)  
**Subject:** Lot 13 Marine Drive Affordable Housing Project  
**Date:** March 30, 2020 9:05:00 AM

---

Wow - great project.

Congrats on bringing more affordable housing to the community - I think it would be a welcome addition to Ukee and look forward to seeing the positive impact a project like this has on the community.

Well done.

**Cassie Long**

**Licensed in Rental Property Management**

Office: 250.586.1100

[www.bayviewstrataservices.com](http://www.bayviewstrataservices.com)



**Parksville**

141 Memorial

**Courtenay**

407c 5<sup>th</sup> Street

**Campbell River**

3-1330 Dogwood Street

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**From:** [christine.morriss-swift](#)  
**To:** [Community Input Mailbox](#)  
**Subject:** Lot 13 input  
**Date:** March 30, 2020 11:02:42 AM

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I agree to the zoning of these affordable houses for a number of reasons.

There is very clearly a housing crisis in Ucluelet and with the high prices in housing to buy and rent makes it incredibly hard for people, especially young people like myself, to remain here in the community.

I have moved 7 times in the 3 years I have been here and would love the comfort of knowing at some point I can buy and have a place to actually call home in beautiful Ucluelet.

With the amount of Airbnbs, even rental units have become so sparse that I have seen so many great people from the community given no choice but to move out of town.

Having these new units will allow those of us wanting to buy affordably and within our means the opportunity. In turn, opening up rental spaces for newcomers.

I'm excited to see where this project goes and hope it moves forward.

Christine Morriss-Swift  
[REDACTED] Peninsula Rd. PO BOX [REDACTED]

**Joseph Rotenberg**

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**From:** Clayton Lewis [REDACTED]  
**Sent:** April 3, 2020 4:30 PM  
**To:** Community Input Mailbox  
**Subject:** Lot 13 Marine Drive

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

We are not happy with the development proposal for Lot 13.

1 - I feel this location is a poor choice for such high density housing - it abuts two developments with generous sized lots and must seem a very inappropriate and unexpected neighbour to those property owners.

2 - Lot 13 fronts on Marine Drive very close to the premier hotel in Ukee and the street itself is popular with tourists using the Trail. Yet the developer has crammed an enormous number of units on the site with insufficient setback from the street to camouflage what appear to be very ugly trailers. Fencing is NOT an appropriate screen for a project fronting on Marine Drive.

3 - Ukee needs Affordable Housing but surely there is a better location!

4 - What guarantees are there that the housing would be available as primary residences for current residents of Ucluelet/Tofino? I believe at least one other affordable housing project ended up being sold as vacation homes.

5 - If the developer wished to go ahead with his project on Lot 13 perhaps the same density of housing could be obtained in a low-rise condo or rental apartment building with considerably less

destruction of the forest and allowing bigger setbacks from Marine Drive and the lot perimeter.

Fiona and Clayton Lewis  
currently building our house on Reef Point



**Joseph Rotenberg**

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**From:** Daniel Grinnell [REDACTED]  
**Sent:** April 15, 2020 11:41 PM  
**To:** Community Input Mailbox  
**Subject:** Lot 13 Marine Drive, Affordable Housing

First off, I would like to say that I have lived here, renting, since 2013 and I have watched the local housing market literally run away from me. I would love to own something in town, and it needs to be affordable. This project has interested me since I first heard about it (as did the one on St. Jaques, which turned out to be not so affordable), and it just doesn't make sense to me at this time or in this way. And particularly without ongoing public input.

3 things I don't like about the proposed development:

1. I fail to see how 33 units are going to fit on this lot and how after spending upwards of \$300,000 anyone will have a feeling of personal property or space. The "affordable housing" complex on St. Jaques has 5 units so far on a lot that is similar size and if they build out to 24 units as they plan, that lot will feel full. There is no reason that a small and affordable housing development cannot look and feel West Coast and charming. Why not sell lots off individually and enable to people to have their own "tiny homes" built to suit their needs and tastes?

2. I have strong doubts that anything that is not built or designed with the west coast of Vancouver island specifically in mind will stand the test of time on the coast. Why would you not push to hire local builders for this project? Funnelling money back into the community and using local knowledge of designs that work to keep out water, let in light, the have drying rooms, storage for the things that we like to do outside, useable outdoor working space, etc...

Do you honestly think pre-fabricated modular homes such as these will FEEL west coast? Does this not go against all the other large recent developments rules - Ocean West, Rainforest, Blueberry Hill where there were strict guidelines on look and materials used.

Small houses/units could be made to fit the character of the area, but they won't happen with modular homes.

### 3. Speaking Money

We are literally watching the markets crash around us at this point in time. Does anyone remember 2008? Didn't most developers walk/run out of town and declare bankruptcy? I'll remind you that affordable might look vastly different 6 months to 2 years from now, is this a time to hand over the keys and not have any further public input?

The only person who benefits from this current plan is the developer, not the owner. The owner pays what most people still consider A LOT of money, for a house that will instantly depreciate (modular homes don't have a great reputation) and little to no personal space to call their own.

Daniel Grinnell

**Joseph Rotenberg**

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**From:** Gabriene Hansen [REDACTED]  
**Sent:** April 14, 2020 8:45 PM  
**To:** Community Input Mailbox  
**Subject:** LOT 13 MARINE DRIVE AFFORDABLE HOUSING - PUBLIC INPUT

Hi -

Some concerns I have for the Lot 13 affordable housing project:

- The site plan looks like a clearcut. There are some beautiful existing trees on that property, but the site plan shows only one small area of tree retention (aside from the buffer). I'd like to see fewer units so the development doesn't look like a clearcut. Consider leaving some trees of interest to keep the intrinsic value of the property.
- The schematics and specifications for the cottages shown on the developer's website look chintzy and bland. I understand its affordable housing, but the designs could use more thought. The development is located near Black Rock, Oceans West, and Rainforest Estates. These are well thought-out developments. The same thought and consideration should be given for design of the cottages for this proposed development. The pocket development on St Jacques Blvd have metal roofs and a more modern design... I believe First Light can do better.
- Lastly 33 units including 6 units with suites is too many for this property. This could lead to at least 75 cars coming on and off the property.

Thank you for the opportunity to provide comment.

Gabriene

**Joseph Rotenberg**

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**From:** Gabriene Hansen [REDACTED]  
**Sent:** April 15, 2020 6:25 PM  
**To:** Community Input Mailbox  
**Subject:** OT 13 MARINE DRIVE AFFORDABLE HOUSING - PUBLIC INPUT email 2

Hi -

I provided comments for my concerns by email last night. However after further thought, I have a few more comments to add:

- My first concern is the Developer is actually just a real estate agent. From what I can tell, he has never done a housing project. Let alone, a development in a rainforest. Does this mean Ukee is his pilot project? Designing housing in a rainforest takes localized expertise. Who does he intend on using as a Contractor? Are they local? Can he provide a resume or references or a portfolio of past projects?
- It looks like the Developer wants \$320,000 from the District to reduce the cost of the units (Lot 13 Binder, page 66). From my experience, this its not common practice for a municipality to offset the developer's costs. Yes, the District should provide services to the lot line, but onsite works are typically paid for by the Developer. If the District is providing such a large contribution to the Developer, Ucluelet residents should have a stake in the quality of the development.
- What amenities, if any, will the developer provide? For example, will they install a sidewalk along Marine Drive?
- Have DCCs already been paid by the Developer to the District?
- Rather than just push things through, I feel Ucluelet residents should have the opportunity to ask questions and provide feedback, *in person*, with the developer and representatives from the District present (after Covid of course). An open-forum townhall might be the right next step.

Thanks again,  
Gabriene

**Joseph Rotenberg**

---

**From:** Geoff <[REDACTED]>  
**Sent:** April 15, 2020 6:57 PM  
**To:** Community Input Mailbox  
**Subject:** Affordable Housing input

Great undertaking - if Council and municipal staff, who have evaluated the proposal in detail, have determined that this is the ideal opportunity, then I am in full support of the project.

Thank you!

Geoff Lyons

**Joseph Rotenberg**

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**From:** Jeannette Garcia [REDACTED]  
**Sent:** April 15, 2020 10:28 PM  
**To:** Community Input Mailbox  
**Subject:** Lot 13 Marine Drive

Mayor and Council,

We are not on support of this project going forward. Affordable housing is and needs to be a priority in our town however there are much better ways to utilize this particular piece of land to the fullest. We have serious concerns about the quality of the proposed homes being modular. Pre-fab homes have never held up well over the longterm in our climate, just look at Whispering pines. We already have two mobile home parks in town. The last thing we need is another one in a more modern context so that in 25 years it ends up in the same condition. There's an argument that these are not mobile homes but modular homes are a cheap solution for our time just like mobile homes were a cheap solution 30 years ago. This might seem like a good and quick solution but increasing the density to create condo's, leasable apartments, fourplex's or even duplex's would be a better way of creating more affordable units then 33 individual ones. For the size of the land too much space is wasted with the lowest possible quality of home.

Thanks,  
Chris and Jeannette Garcia

**Joseph Rotenberg**

---

**From:** J Hey [REDACTED]  
**Sent:** April 13, 2020 3:55 PM  
**To:** Community Input Mailbox  
**Subject:** Lot 13 Marine Drive

Hello,

I am a big support of affordable housing in this community, as it could provide a stepping-stone to those individuals, wanting to take root in this community.

The West coast Resources Society found, that over 30 Families are looking for a place to rent, or even buy.

I appreciate the developer wanting to somewhat mitigate that issue.

In my mind, the most affordable way to provide housing is not by providing individual small houses to begin with, which is the Achilles heel of the project.

It seems backwards, building 4 exterior walls and a roof for each individual property, rather than a single building envelope.

There also is the question of maintaining the exterior and adjacent greenbelt. How soon will you see the neighbors immobile truck sitting on the property?

There is a very successful model, that has proven itself since the 60ies in Scandinavia (Co-housing). Here, multiple generations, all within a certain income bracket, are living in one carefully designed apartment complex.

Rather than full kitchens per unit, there is a joint-industrial kitchen that all units have access to. The tenants/property owners take turns, cooking for the others.

Large common areas allow the units efficient footprint.

Elderly are running a private daycare for those single moms with jobs, which I return makes them feel involved.

These projects also have a communal garden.

Individual houses further separation and make property less affordable for everyone in the long run. I also don't see any innovation in this project, which more or less is modelled after the suburbs of the post-war 1950ies.

Another issue is the lack of architectural curb appeal - a well designed multi family building, perhaps using visible concrete and a green roof will be much less of an eyesore than the proposal as of today. There is an opportunity for something very unique, that could act as a pilot project with a ripple effect throughout the province.

Unfortunately this isn't it.

Case studies:

<https://en.m.wikipedia.org/wiki/Cohousing>

[www.habiter-autrement.org/33\\_collectifs/contributions-33/Collective-Housing](http://www.habiter-autrement.org/33_collectifs/contributions-33/Collective-Housing)

<https://mgenhaus.wordpress.com/research/case-studies/>

<https://allthingsnordic.eu/housing-in-sweden-a-story-of-co-living-co-housing-and-mambo/>

[http://www.fardknappen.se/public\\_html/In\\_English.html](http://www.fardknappen.se/public_html/In_English.html)

Sincerely,  
Jens Heyduck  
■ Reef Point Rd

**Joseph Rotenberg**

---

**From:** J Hey [REDACTED]  
**Sent:** April 15, 2020 4:20 PM  
**To:** Community Input Mailbox  
**Subject:** Re: Lot 13 Marine Drive  
**Attachments:** image001.png

Hi Nicole, thanks for the confirmation.

I was hoping someone could also familiarize themselves(s) with the 'cohousing' concept as shared in the links before meeting over this issue.

All the best,  
Jens

On Wed., Apr. 15, 2020, 16:08 Community Input Mailbox <[communityinput@ucluelet.ca](mailto:communityinput@ucluelet.ca)> wrote:

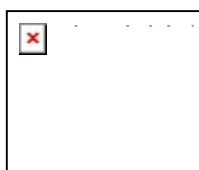
Hello,

Thank you for your email regarding Lot 13 Affordable Housing. It will be submitted for Council's review.

Kind regards,

Nicole Morin

*Nicole Morin*



**Nicole Morin**

**Corporate/Planning Clerk**

Box 999, 200 Main Street

Ucluelet, B.C., V0R 3A0

Phone: 250-726-7744 ext 228



**Joseph Rotenberg**

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**From:** jina you [REDACTED]  
**Sent:** April 9, 2020 10:41 AM  
**To:** Community Input Mailbox  
**Subject:** Lot B-Marine Drive Affordable Housing Public Input

To District of Ucluelet council and Staff:

I am the co-owner of [REDACTED] Rainforest Drive, Ucluelet, and my partner and I are writing to voice our strong opposition to the choice of location for affordable housing.

While we laud the district's efforts to (finally) build more affordable housing, I am appalled at where the project may be located. It does not make sense to put affordable housing on ocean facing prime land that could be used for higher tax revenue earnings for the district. I am also greatly concerned about how close this project is to the property line of my home and my neighbours home. We purchased our home a year ago, and have contributed to the district with our property taxes, business license fees and we are a platinum sponsor of Ukee Days.

This is an area very close to the Wild Pacific Trail, and I think the resulting traffic and visual disruption of the project would be a detraction for the community as well as tourists and visitors.

I am all for more affordable housing, but with an abundance of available district land in Ucluelet, such as Millstream, I am confused as to why it would be proposed for this particular piece of land.

The district should be looking at the many other options available.

Thank you for your consideration,

Jina You and Simon Smoldon  
[REDACTED] Rainforest Lane  
Ucluelet  
[REDACTED]

**Joseph Rotenberg**

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**From:** Judy JG. Gray <judy@judygray.com>  
**Sent:** April 13, 2020 8:59 AM  
**To:** Community Input Mailbox  
**Subject:** LOT 13 MARINE DRIVE AFFORDABLE HOUSING- public input

Dear Mayor & Council

I have reviewed the restrictions in the affordable house RENTAL HOUSING AGREEMENT & AFFORDABLE HOME OWNERSHIP HOUSING AGREEMENT.

My first concern is for Seniors and find the restrictions unacceptable. There are Seniors in Ucluelet that have not worked for more than 5 years, some who have taken reverse mortgages on their homes in order to supplement their income and are looking to sell, use what is left to buy something more affordable and leave them with some monies to continue supplementing their income. Some are widows or widowers who have not worked fulltime in the past as their spouse was the main contributor to the household. What about these folks? This is just one situation that does not fit your very limited restrictions in these agreements.

In the Ownership Agreement you mention "Trusts" and "business asset" at (c)(iii). This is not acceptable. I am listed as a Director of my Father's company which owns real estate but I never have nor will I see any income from holding that position as it is strictly about estate planning on his part. Family Trusts are a vehicle that many Families use for Estate Planning, I too am named in one of these trusts but again I have no idea in what capacity, I receive no income from the trust and do not believe my other siblings are aware of The trusts existence. My Father has never given me money nor would he as he believes you have to stand on your own two feet to get anywhere in this world. I think that these restrictions need to be re-thought and have more definition or better yet be removed and be more specific to a persons income.

Questions that I think would be more appropriate;

Are you named in a corporation that holds real estate? Do you receive income as a result of that corporations holdings?

Are you named in a trust? Are you paid income from that trust?

How about you require proof of income instead such as the buyer or tenants Notice of Assessment from Revenue Canada?

So if someone lives in Port Alberni or any other place in the ACRD and gets a break with the offer of a job in Ucluelet and wants to rent or purchase they could rent or buy in First Light. If they live in Parksville, Nanaimo, Whistler or Squamish, where many of our community workers and new residents come from, they will not qualify? If you want to impose these restrictions to offer "locals first" then why not limit it to the first six months of the offering? Are the restrictions permitted under the Canadian Charter of Right and Freedoms <https://www.justice.gc.ca/eng/csj-sjc/rfc-dlc/ccrf-ccdl/>? I am sure you have reviewed this with your legal advisors.

I am concerned about the onerous restrictions that are being proposed on potential residents of these homes and believe they go far beyond what is necessary and may create a negative impact on this development.

Regards,

Judy Gray

Judy Gray - Team Leader - CCIM - CRES

RE/MAX Mid-Island Realty

[109-1917 Peninsula Road](#)

[PO Box 195](#)

[Ucluelet BC V0R 3A0](#)

[250-720-7028](#) Direct

[800-600-1718](#) Office

[250-726-2228](#) Office

[250-726-2229](#) Facsimile

Thank-you for your trust and confidence.

Your best compliment to us is a referral.



If you are moving ANYWHERE in the world - contact me ... I know the BEST Agents!

**Joseph Rotenberg**

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**From:** Kaitlyn Williamson [REDACTED]  
**Sent:** April 14, 2020 7:59 PM  
**To:** Community Input Mailbox  
**Subject:** Affordable Housing Project

Good evening,

After reading all of the available material on the proposed affordable housing project on Marine, I am heartened to see the time and consideration being put forth to help members of our community find an affordable place to live. I am grateful that our District representatives are listening and responding to the needs of our community.

This said, I do not think the proposed location is suitable for this project. With so much land available in Ucluelet, to build this project on Marine Drive, is in my opinion, not planned with foresight and sustainability. Why are we planning to plop a lower income, pre-fabricated housing project right next to our only high end resort? Also, the other homes in that area are some of the more valuable in our town, people have worked VERY hard to afford their homes in this area. It does not make sense to have this project located here. I don't mind the look of the cottages, but they do not fit with the other infrastructure on Marine drive, including our beautiful community centre.

I would love to see this project in a different location. Thanks for your time and for hearing what we have to say!

Sincerely,

Kaitlyn Williamson

Sent from my iPhone

**Joseph Rotenberg**

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**From:** Kathy Dellow [REDACTED]  
**Sent:** April 13, 2020 10:35 AM  
**To:** Community Input Mailbox  
**Subject:** Lot 13 Feedback

I would like to comment on the proposal to build 33 homes on lot 13 Marine Drive. I have a home fairly close by at [REDACTED] Cedar Grove Place.

I support the idea of building affordable homes in Ucluelet. However I am concerned about the proposed density of this development. There seem to be an awful lot of homes crammed into a relatively small space! This raises concerns of livability, noise and parking.

I am glad to see the proposal includes parking for each unit but one car behind the other isn't the most convenient and so may not be fully used, resulting in overflow onto Marine Drive.

Also I am glad you have retained vegetation around the exterior and a small park. But with this development hopefully aimed at young families maybe the open areas could be increased a little?

If the density is decreased somewhat I think this development could be a good start in solving Ucluelet's housing affordability problem. I assume these would be zoned for full-time residents only and not vacation rentals?

Kathy Dellow



Virus-free. [www.avast.com](http://www.avast.com)

**Joseph Rotenberg**

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**From:** Marcie DeWitt [REDACTED]  
**Sent:** April 13, 2020 1:40 PM  
**To:** Community Input Mailbox  
**Subject:** Affordable Housing Input

Hello,

Thanks for the opportunity for input!

I love the intent behind this project and I am super happy to see it moving forward. As someone who would love to invest in property again in this community with a number of friends in a similar position I have prepared a few points which have come up a lot in conversation about this project.

Pros:

- Stand alone units on small land parcels - thank you for providing a non condo option, me and most of my friends do not own because we want nothing to do with condos, building strata's, shared walls, balconies and limited outdoor space.
- Attainable price point - I personally have not got back into the market because I have no interest in being house poor, I have a perfect little rental at a sustainable price.
- The location is wonderful

Cons and considerations which come to mind:

- Park model trailers, given the modular market I think there could be better design options which suit the area, could be a personal biased but I find park models depressing.
- The designs do not seem to lend themselves to long term tenancy with limited to no storage, and other design challenges.
- I would personally purchase something in this or a slightly higher price range if the value was there. Value for me is storage, a price point which keeps my living costs low, outside space and other value adds. I may be just out of the identified salary range but I have a down payment, considering ability to save in the identified salary range in our region I wonder if success in this project could spell further projects geared towards professionals in community with a little more to spend but primary interests in lifestyle over home ownership?

Thanks!

**Marcie DeWitt**  
**Consulting Services**  
[REDACTED]

**Want to know more - check out my past projects via [LinkedIn](#)**

**Joseph Rotenberg**

---

**From:** Matt Harbidge [REDACTED]  
**Sent:** April 13, 2020 3:25 PM  
**To:** Community Input Mailbox  
**Subject:** Affordable Housing

Hello, first off I'd like to say I Fully agree with affordable housing and have volunteered many hours towards it and have built a few homes for cost in the 20 years I've been here. I also believe everyone deserves a clean mould free comfortable place to live that appreciates or at least holds it value. After reviewing the plans for this cluster community I would be totally embarrassed to say that's what we built in ucluelet. Affordable doesn't mean cheap prefabs that will be worthless in 20 years. We have to think of longevity, low maintenance and comfort. These will be a eyesore in 10-15 years with high maintenance costs. Ucluelet has so much creativity and we have a chance to do something positive and leave a legacy. I'm am not against a developer making money but I am against a developer making quick easy money while preying on lower income family's and individuals to do it. Lets use this approval process to shape our community in a positive way. Developers are not looking to do anyone any favours, they are looking out for a bottom line and will be the last ones to loose. I ask that we not learn by a mistake but lead by example, when I look at this plan I see a huge mistake. Thanks for your time,

--

Matt Harbidge  
Green World Building  
[REDACTED]



**From:** [Ukeedaze Editor](#)  
**To:** [Community Input Mailbox](#)  
**Subject:** Proposed Marine Drive Development.  
**Date:** April 2, 2020 11:37:33 AM

---

Hello I am writing you to voice my displeasure with the proposed affordable housing development on Marine Drive. As a resident living a block away I am upset that we were not consulted prior to this coming up to this phase. As a general contractor I am perplexed why they would propose such an inefficient use of land and resources to attempt to bring in affordable housing.

Not only are these single detached structures unattractive, they're actually fairly expensive in terms as cost per square foot. It is beyond me why we aren't pursuing townhouses or condos which are the choice of affordable housing pretty much everywhere on earth.

Building separate structures means a larger footprint for less people, it also means multiple foundations, hvac systems, smart meters, roofs and walls to build and side. If we were to allow a condo similar to the staff housing Black Rock built recently we could provide larger units and more of them for less money in a smaller foot print.

As well, the artistic renderings and designs put forward are very unattractive and don't suit the design guidelines in the Ocean West Development. Guidelines myself and my neighbours had to pay a premium on in order to build our houses. So now the city is proposing to allow a developer to build numerous buildings that violate those guidelines and lower our property values.

I am all for affordable housing however the location being in an expensive neighbourhood and the design being inefficient, unattractive, and not keeping with the design guidelines of the neighbourhood gives me no other option the voice my dissent to this proposal. I think the developer should go back to the drawing board and bring up a multi unit town house or condo which is a more efficient use of space at a better price point while keeping the design to the style of the neighbourhood.

Sincerely, Paul Freimuth & Diana Uy  
[REDACTED] Cedar Grove Place, Ucluelet, B.C.

Sent from my iPhone

**From:** [Pieter Timmermans](#)  
**To:** [Community Input Mailbox](#)  
**Subject:** Lot-13 Marine Drive  
**Date:** April 2, 2020 8:38:08 AM

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To Ucluelet council and Planning Staff,

I would prefer the public hearing to be postponed until the 'virus' situation has cleared. A 'live' meeting creates better dialogue among participants, many who may not wade online through the massive amount of paper involved. I am also concerned that a potential lack of response may be wrongly interrupted as a sign of approval.

As noted in the brief, the planning department expressed a volume of concerns about this proposal and I support these concerns by your staff professionals.

Just a few bullets items:

- a 1 day environmental study in March is inadequate
- don't support filling in and building on top of water courses (riparian)
- crowdedness, lack of parking / storage, narrow roads, minimum privacy etc also concern me
- how is this not a imitation trailer park?
- how is this affordable, need clear vision for whats affordable

Sincerely,

Pieter Timmermans  
 Bay St.

**Joseph Rotenberg**

---

**From:** Randy Nattress [REDACTED]  
**Sent:** April 13, 2020 3:03 PM  
**To:** Community Input Mailbox  
**Subject:** Lot 13 Marine Drive input  
**Attachments:** April 13 letter to Ucluelet.pdf

Attached is our letter

Sent from my iPad

Begin forwarded message:

**From:** Pam Nattress [REDACTED]  
**Date:** April 13, 2020 at 2:50:09 PM PDT  
**To:** [REDACTED]  
**Subject:** Fwd: April 13 letter

Please consider the environment before printing this email.

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April 13, 2020

Mayor and Councillors  
District of Ucluelet

To whom it may concern

RE: Zoning Bylaw Amendment Bylaw No 1269, 2020  
Lot 13 Marine Drive

We strongly object to the proposed development and rezoning bylaw regarding Lot 13, Marine Drive in our neighborhood and are dismayed that the project has come this far along in the approval process before any public feedback was requested. Our primary objections and concerns are the following:

Visual

No buffer will suffice along Marine Drive or along any of the adjacent properties. The District proudly promotes Black Rock Oceanfront Resort as a first-class destination. We are aware of many of these worldwide, and none of them have what will be unquestionably perceived as a “trailer park” across the street.

Traffic

The proposed development is suggesting a potential 72 owner/renter vehicles being accommodated in tandem fashion. This will no doubt prove inconvenient and some of those cars will end up being parked along Marine Drive. This will be unsightly and unsafe. The increased volume of traffic will be considerable and cramped, and may also encroach on the parking access to Brown’s Beach across the street.

Noise

33 units plus 6 rental suites equal a potential for 39 families that will generate an additional high-density noise level that will be unacceptable to all adjacent properties.

Significant Trees

The stipulations for the preservation of significant trees as laid out by the original Oceanwest Development Agreement is being totally disregarded. As Oceanwest residents, we have strictly complied with the concept of preserving the trees and shrubs on our Lot. Any new plantings will not be any kind of substitute.

Riparian Area

The riparian area set back that is being relaxed is unacceptable. We have been led to believe that these areas are very sensitive and need to be protected. In our case, when we built on Lot 11, the riparian area was strictly enforced, and we were happy to comply with the stipulations. This is the same stream that is being addressed in the Lot 13 applications.

When we purchased and developed Lot 11, we were assured that we were building in an upscale community with tight guidelines to keep it as such. Ten years later, we did not expect to be defending the value of our property. This proposal, while attempting to support the need for affordable housing in the District, simply does not belong in a million-dollar neighborhood. This development would undoubtedly result in a reduction of property value for ourselves and for our neighbors. Please relocate this plan to a more suitable location.

Randy and Pam Nattress, Owners  
Lot [REDACTED] Marine Drive  
[REDACTED]

**Joseph Rotenberg**

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**From:** Robyn Pook [REDACTED]  
**Sent:** April 15, 2020 10:24 PM  
**To:** Community Input Mailbox  
**Subject:** Lot 13

Dear Mayor and Ucluelet Council,

I recently bought a house located on [REDACTED] Cedar Grove Place in the Ocean West subdivision of Ucluelet. I was informed of the projected plans of 33 modular homes being built as affordable housing on Lot 13 on Marine drive.

After meeting with the contractor Andrew, I have some concerns that I would like to express about the project.

-The lot sits on solid rock, I am concerned that in order to clear this rock, it will take months of drilling and I was told as a last resort they will resort to blasting. This concerns me due to the fact that so many houses are so close to the lot and blasting being so unpredictable, there is a risk of damage to our houses.

- Im concerned about the lot size, the contractors plan on building so many units on a small lot. Im concerned about noise level and ongoing traffic in a place that is considered a tourist hot spot being on the Wild Pacific Trail. Im concerned of overflow parking being at Browns Beach, Marine Drive, or even at the end of our cul de sac at Cedar Grove Place where there is direct access to the path.

-Im concerned about the quality of the modular homes. The homes in Ocean West are built with the highest standards, and I feel like these modular homes does not reflect the neighbourhood and the standards that were set out by Ocean West.

-After talking to Andrew he seemed to have no idea on proper sewage systems that would need to be in place for 33 more units. This concerns me as we already have a very sensitive sewage system with all lots requiring their own pump station.

Im totally in favour of affordable housing in Ucluelet as my husband and I have lived for years in Tofino and Whistler where housing was always stressful for us. However, Im hoping that Ucluelet council and contractors of this project can find a more appropriate location that serves both the surrounding community and residents better.

Sincerely,

Robyn Pook  
[REDACTED] Cedar Grove Place

**Joseph Rotenberg**

---

**From:** Sarah King [REDACTED]  
**Sent:** April 13, 2020 6:08 PM  
**To:** Community Input Mailbox  
**Subject:** Lot 13 Marine Drive affordable housing input

To whom it may concern,

While we are all for affordable housing for locals in Ucluelet, there are a few issues with this plan that don't quite line up.

1. Density: The proposed subdivision is between two areas of large lots and single family homes and is not in keeping with the neighbourhood. Property values of surrounding homes and lots may be devalued due to close proximity of multiple homes (especially lots 18,1,2 and 3)
2. Safety: Proposed roadway within the development which will become the municipality's responsibility is too small for so many homes and cars.
3. Parking: 5 visitor spaces for 33 plus 6 rental (total 39) households does not seem adequate. Would extra parking be provided?
4. Lack of public hearing: This is going to affect many people in the community and it would be great for people to have a voice before the development moves forward.

Kind regards,

Mark Marynowski and Sarah King, owners of [REDACTED] Rainforest Lane, Lot [REDACTED]

--  
[REDACTED]



**Joseph Rotenberg**

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**From:** Tracy Rawa [REDACTED]  
**Sent:** April 15, 2020 9:07 PM  
**To:** Community Input Mailbox  
**Subject:** Lot-13 Marine Drive Affordable Housing Public Input

Dear Mayor and District Council of Ucluelet,

We are owners/residents of [REDACTED] Cedar Grove Place. We recently completed the build on our home and have joined the Ucluelet community.

We commend the Council's efforts to bring affordable housing to Ucluelet, and we fully support access to safe and affordable housing for all Ucluelet residents. We also support requirements for residency for eligibility for affordable housing in Ucluelet.

**We have significant concerns about the development plan for Lot 13 that although it aims to create a community that may be affordable, it is not adequately designed for both its future residents and its neighbours.**

**Riparian rights and nature surroundings must be protected.** Our home was built at a great cost to meet the strict design and environmental requirements as stipulated by OceanWest. Requested variances by the developer are in direct opposition to the requirements of OceanWest and threaten the pristine natural surroundings, civic investment in the WestCoast trail and the related tourism economy of Ucluelet.

In the Lot 13 binder it states:

THAT Council indicate support to consider the following at the time that more detailed plans and studies are provided by the developer when applying for a Development Permit for the proposed 33-lot subdivision:

- a. approval for the proposed greenspace buffer setback of 8m from the east property line of Lot 13 as it would apply to proposed lots 5 through 19, despite the terms of Restrictive Covenant FB154853 currently registered on title which stipulate a 10m greenspace buffer on that side, subject to submission of an acceptable replacement greenspace covenant with buffer specifications and maintenance restrictions for the future owners of the proposed lots; and,
- b. approval to discharge Restrictive Covenant FB154877 from the title of Lot 13 which restricts development on site within the riparian areas defined next to streams "AB" and "AC", subject to submission of an acceptable rain water management plan for the quantity and quality of runoff discharged to the adjacent stream "1" from the proposed development on Lot 13;

**We vigorously oppose any steps to slacken the protection of the stream and other natural areas by shrinking variances and removing restrictive covenants among other issues.** We chose to live in OceanWest because of its promise of building green and sustainably to preserve the natural surroundings of Ucluelet.

This was stated in the **official and legal disclosures to us and other buyers that accompanied the sale of lots and on the website for OceanWest and the placard in our neighbourhood where OceanWest promises to:**

1. protect nature with setbacks that go beyond minimums (<https://www.oceanwest.com/building-green>)
2. preserve riparian areas (<https://www.oceanwest.com/building-green>)
3. protect and enhance the WestCoast Trail (<https://www.oceanwest.com/building-green>)

Along with other residents, we met with the developer, Andrew McLane, on April 9th to learn more about the plans. On a positive note, he generously drove to town to speak with us.

On a concerning note:

- Andrew could not speak to the boundaries of the development and requested variances. He was not able to point out where the development had requested variances and what impacts could be expected to the existing forest and vegetation.
- It was clear that the preparation of the lot will be onerous and may exceed the budget Andrew has set for this purpose. We are concerned he has not considered all aspects of the project in order to complete it and he could have to abandon the project leaving behind a clearcut mud pit or cost overruns will no longer mean the finished units are affordable.
- Restrictions on who can buy in the development would be lifted if Andrew claims financial hardship. If he doesn't sell enough units in the first 6 months he can have the restrictions lifted and open up the units to more people and high market value.
- Although we appreciate that everyone "wants their own piece of land" the design of this development requires the greatest land use and at a high cost to the neighbourhood and natural surroundings.
- Andrew had no knowledge of the sewage requirements of the OceanWest development which are significant. He had no idea about the need for grinder pumps and had no plan or space allotted for grinders or a pump station.
- These units are all freehold. There is no strata, but there are common areas in the development. The plan includes a small park area and trail that connects to the Cedar Grove trail and a fence with plants that run along Marine Drive. Who will maintain these and also who will maintain any shared sewage pump stations or grinders?
- The design and durability of prefabricated micro-homes built in Penticton will not withstand conditions in Ucluelet. Prefab homes are not suitable for the extreme conditions here nor do they generate construction employment for local workers. We worry that in a very short time, homeowners who already struggle to make ends meet will be left with substandard living conditions, mold infestations and a very high cost of home maintenance.
- There are no proposed restrictions on resales, so essentially someone could qualify, buy a unit and resell it for profit.
- The proposed laneway is only half the width required in order to accommodate so many units. How are two cars supposed to be able to drive past each other coming and going? What about emergency vehicles or garbage trucks?
- We are concerned about the long-term effects on neighbouring structures and properties as a result of the extreme blasting and rock removal and undesirable water runoff and flooding as a result of significant tree removal, setbacks and protected areas being undermined.
- We are also concerned about adequate parking provided given the design. Lot 13 cars are likely to line Marine Drive, park in the Brown's Beach lot, the Blackrock lot or park on Cedar Grove Place so residents and visitors can walk through the trail to Lot 13.
- Despite these and other concerns raised, Andrew informed us that the development deal was going to pass with the Council ("it was a done deal") and residents could accept his plan and work with him or he would build something that was much worse for the neighbourhood. We left the meeting feeling bullied and concerned that he felt he had the support of the Council to ignore public input and build anything he wanted on that lot. This raises serious concerns about the consultation process.

We commend the Council for addressing the need for affordable housing in Ucluelet, but we do not support this plan as it has been proposed for the above reasons.

Since the Council is considering a model of freehold transfer lots, we encourage Council to explore ways to distribute the affordable housing lots throughout the community to ease the congestion and potential noise on Lot 13. This would also avoid creating any potential stigma from "living in the affordable housing development" or developing a characterless community that discourages residents to want to set down roots and stay but instead promotes transience. Compact lots throughout the community would allow owners to build unique and appropriate tiny houses that would fit Ucluelet's climate and individual owner needs while encouraging

affordability. The congestion of 33 micro-lots proposes a community that neither meets its future residents or existing neighbours' needs and we are concerned about the increased vehicle traffic and noise in an area that is a centerpiece of tourism for Ucluelet.

We hope the Council acts on the concerns expressed here and by our other residents before rezoning this lot and proceeding with the proposed development.

Best regards,  
Tracy Rawa & Ryan Knighton  
[REDACTED] Cedar Grove Place

**From:** [REDACTED]  
**To:** [Community Input Mailbox](#)  
**Subject:** Lot 13, District Lot 283, Clayoquot District, Plan VIP84686  
**Date:** March 27, 2020 5:32:41 PM

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Hello Mayor and Council.

I'm writing concerning the proposed affordable housing development of Lot 13 behind my property. There are a couple of things I need clarification on. I listened to the council meeting videos from November 26, 2019 and March 17, 2020. My first concern is that I heard mention of blasting happening to clear the rock away from that lot. I'm **not** ok with blasting taking place directly behind my property for a number of reasons. They are, safety of my family, integrity of my home and foundation, integrity of my lot, integrity of the trees on my lot and surrounding my lot, and quiet enjoyment of my property for myself and the guest of my vacation rental (once covid19 is over). The second issue I have is the mention of zoning variances for units 1,2 and 5. Unit 5 backs directly on to my property. I need to meet with the developers and see exactly where they plan on placing this home, how many windows will peer into my back yard and how much privacy I'll be losing. I also need to know exactly where the property line is between Lot 13 and my lot (3). I will have to file a opposition to this proposal if I feel it negatively effects my property in any way. My privacy and enjoyment of my land must be maintained. I understand the necessity for affordable housing and I'm not apposed to that part of the plan or the physical attributes of each unit. My concerns are that there will be many negative consequences for me and my property during the development of lot 13. I'm happy to meet with the developer (at a safe distance) on lot 13 and be shown exactly where things will be sitting and how much of the forest between my property and lot 13 will be left alone. I also need to hear exactly how the rock will be removed without blasting. Please advise when this meeting can take place.

Thank you.

Best,

Zoe Ludwig

Zoe Ludwig

The Grey Pebble Guest House

[REDACTED]  
[REDACTED]  
[REDACTED]

**Joseph Rotenberg**

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**From:** [REDACTED]  
**Sent:** April 13, 2020 4:35 PM  
**To:** Community Input Mailbox  
**Subject:** Lot 13 - Affordable housing proposal  
**Attachments:** Affordable Housing Development Lot 13.docx

Hello District of Ucluelet.  
Attached is my letter addressing my concerns regarding Lot 13.

Thanks  
Best,  
Zoe

Zoe Ludwig  
The Grey Pebble Guest House

[REDACTED]

## Affordable Housing Development Lot 13

April 13,2020

To Whom it may concern,

After meeting with Andrew McLane last week and consulting with some builders from Ucluelet I have increased concerns regarding the development of Lot 13. Within a few minutes of meeting with Andrew I asked him about where he plans to put the grinders and pump stations to deal with the amount of sewage created by 33 homes. He gave me a blank look and asked me what a grinder was. This is a major issue as he has not accounted for any space where he would be able to put the grinders. His solution was to bury them under the laneway. We know this isn't possible because they have to have access. This was my first red flag.

We went on to discuss budget. His budget is \$6,000,000. He's hoping to sell the units between \$250,000 and \$350,000. That means he's hoping to make \$4,000,000. The issue is that the units themselves will cost about \$150,000 before they are even delivered or put on a foundation. That leaves about \$50,000 to prep the land, pour the foundation, run services, install grinders, and deliver the units. The professional opinions of 3 builders, who build in Ucluelet, is that this is not possible on this lot. This lot is very rocky. It was used as a quarry for Weyerhaeuser during the development of the first phase of Ocean West. The areas of this lot that were filled for trucks to drive in and out was not filled to geotechnical standards and is not sufficient to build on. This means that the entire lot must be dug up and filled properly once all the rock chipping is completed. This is a huge cost and I don't think Andrew has adequately budgeted for it. I'm afraid that he will get part way through the process of preparing the lot and realize he's going to run out of money and abandon it.

The prefabricated modular homes that are being proposed for this lot are built with the least expensive materials and lowest building standards. Once they arrive on the west coast and sit on a cold damp crawl space for a winter or two, they are going to start to deteriorate and grow mold. As we all know, mold is a major issue in homes on the west coast. Even some traditionally built homes here end up with mold. This becomes a health issue for the families that are living in these modular homes.

Andrew said that Mayco Noel had requested that most of the homes have basements so that there is more storage for people's belongings. Then he added that probably won't happen though, cause its going to be too difficult with the budget to chip the rock down low enough to include basements. He admitted that he would promise basements to the council and deliver if he could, but it probably wasn't going to happen. This tells me that Andrew is going to tell all of us what we want to hear to get this approved and then he's just going to do whatever he wants to cut corners and save money where he can.

I asked Andrew to show me on Lot 13 where the property line is, where the buffer zone (8 meters on my side, 10 meters on the creek side) is and where the units are going to sit. He had absolutely no idea. He wandered around and randomly gestured and said I think its about here. He could not definitively tell me anything. Andrew is a realtor from Nanaimo looking to make a few million bucks off this development and then he's going back to Nanaimo and doesn't care what happens to it after that. He



doesn't care if the modular homes become moldy, rot or fall apart. Or if he clear cuts this whole lot and doesn't leave any privacy for the million-dollar homes nearby. This isn't his home and he won't be here to be held to account.

Being that the new development proposal is for free hold properties I'm wondering who will be responsible for the common areas within the development? Who is upkeeping the fence that runs along Marine drive, the shrubs and park area? If it is determined that this development requires a pump station for the waste will that be municipal property?

From the proposal it states that the laneway will be half the width that would normally be required. How does this work for emergency vehicles, garbage trucks and other large vehicles that need to access this development? How do two cars pass each other coming and going? Parking is going to be an issue for this development. The proposed parking is two tandem spots per unit, 3 if they have a suite. So someone is always blocked in. There are some visitor parking spots, but not nearly enough and those will likely be filled by extra vehicles owned by residents. What will happen is the Browns Beach parking lot across the street will be full of cars from this development. Or they'll park at Black Rock, or on Marine Dr. When I asked Andrew about the parking issue, he said that it's a bylaw issue and not his problem.

This lot is zoned for two condo towers that are 4 stories high. Andrew said if his rezoning doesn't get approved that he would clear the lot and build the two towers and that would negatively affect our properties more. He said it as a threat. Then later in the conversation admitted that when he worked the numbers, he couldn't afford to build the two towers and make the units fall under affordable housing due to the high cost of building on the west coast. This is why he switched his plan to the 33 units of modular housing that he could have built elsewhere, taking jobs away from our community.

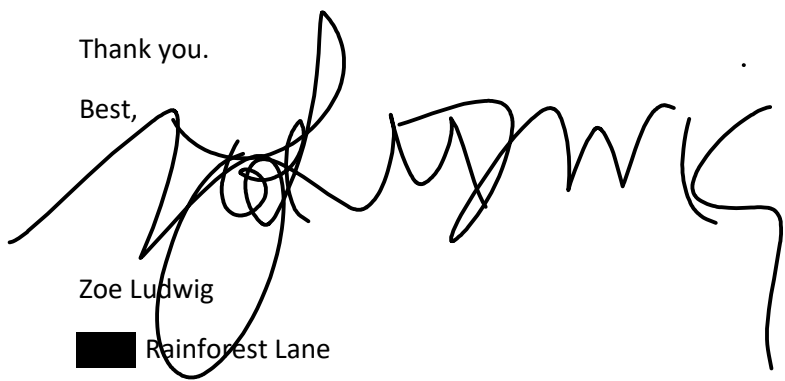
I work for community resources. I support affordable housing and realize we need places for people to live that are attainable. This development proposal isn't the right fit for our community. There are too many grey areas and details that haven't been properly thought through or addressed. Rushing this and not giving it due process will be a mistake. Let's not end up with a clear-cut mud pit like the one on Peninsula Drive. Our town deserves better, our families that need affordable housing deserve better.

Thank you.

Best,

Zoe Ludwig

■ Rainforest Lane

A large, stylized handwritten signature in black ink, appearing to read 'Zoe Ludwig', is written over the typed name and address.



To the District Council and Staff,

As per the request of Bruce Greig Manger of Current Planning for the district of Ucluelet, I writing to you to request a couple changes to my rezoning application for the development on lot 13 Marine Drive (First Light at Marine Drive)

Firstly, we would like to discharge the Master development agreement charge number FB49737 from the title of lot 13. As we have new housing agreements that will replace this, we do not see the need to have this charge remain.

Secondly, we request that Weyerhaeuser receives an amendment to the Master Development agreement Charge FB49737 registered on the remainder of their lands at the time the rezoning bylaw for lot 13 marine drive is passed and not at the time that lot 13 becomes subdivided. This is a crucial point.

We know that giving Weyerhaeuser the amendment before the units are built is a risk, in case I do not complete the affordable housing development and they have just been given the amendment. THAT WILL NOT HAPPEN. I can say with complete certainty that even in the current climate we are in, ACMC Holdings Ltd is full steam ahead with the development of lot 13. BC Housing is committed to the project for funding purposes through their AHOP Program. Even more so, we look at this time as a lesson that if we create more housing, locals, will be able to self isolate easier as locals will not be sharing accommodation with non immediate family members. Which is happening in lots of resort communities right now.

Speaking to some local neighbours of the proposed development I think its crucial to speak to a couple points. It is not out intention to strip the site of all its natural beauty. It is in our best interest also to keep as much natural forest. Working with Ron Gibson of Gibson Brothers Contracting Ltd a local contractor with years of experience working on sites just like this, Ron will insure we retain as much natural vegetation as possible. Ron and his company will be hired to clear the site after our development permit is approved. When we clear the site and there seems to be less than desirable privacy from the neighbouring properties, we will replant more native trees to retain the privacy the neighbours are hoping to keep. He does not think we will need to blast on this site and can get away with just chipping away at the rock. I intend to be a good neighbour, and any issues with the development I would like to face head on. We see this development as the start of something great for affordable housing in this community. Ron and the Gibson Brothers Contracting team have my full trust.

Through the many conversations we decided to keep this a ground-oriented design and not build a 4-storey building that would look down on the neighbouring properties. We want to build a west coast style cottage, small lot development that would give everyone their own patch of grass. The myth of Manufactured homes having a shorter lifespan than that of a site-built home is just that, a myth. These homes are built to BC building code and Step 1 energy efficiency. Any homeowner if they choose, will be able to modify their home like any other site-built home. A site built home if left to deteriorate will have the same life expectancy of that of a modular home.



There are numerous advantages for choosing modular:

**Better Waste and Disposal Recycling** - Manufacturers buy large quantities of lumber and other materials, much of which is ordered to exact requirements, thereby reducing waste. Of the waste that does occur in the build, there is 50-70% less than when building on-site and can readily be recycled or disposed properly.

**Single Location Efficiency** - With the off-site home being built in one location, all materials for the home are shipped to the location, significantly reducing vehicle use, noise, pollution and other impacts in the area where the home will be situated.

**Energy Efficient Factories** - Climate controlled factory building procedures ensure optimal insulations and vapor barrier installation. This provides a better insulated product that requires less energy to heat and cool.

The supplier Moduline Industries is a leading builder of factory-built homes for western Canada. With more than 50 years of residential design and construction experience, we have built more than 50,000 homes. Moduline sells their homes through a network of independent retailers and builders throughout British Columbia, in this Case AMCO Homes Ltd in Nanoose Bay. During the past 50 years, Moduline has grown to become one of the most recognized and respected builders of factory-built and modular homes throughout Canada. It's a recognition earned by consistently delivering more than our customers might expect. Here are some important facts about the Modular home industry:

- Modular homes appraise the same as their on-site built counterparts do; they do not depreciate in value.
- Modular homes can be customized.
- Most modular home companies have in-house engineering departments that utilize CAD (Computer Aided Design).
- Modular home designs vary in style and size.
- Modular construction can be used for commercial applications, including office buildings.
- Modular homes are permanent structures — “real property.”
- Modular homes can be built on crawl spaces and basements.
- Modular homes are considered a form of green building.
- Modular homes are faster to build than 100 percent site-built homes.
- Home loans for modular homes are the same as site-built homes.
- Insurance premiums for modular homes are the same as site-built homes.
- Taxes on modular homes are the same as site-built homes.
- Modular homes can be built to withstand 175-mph winds.
- Modular homes can be built for accessible living and designed for future conveniences.

Our roadway of 10 meters is smaller than normal yes. We have put a lot of thought into this design my engineer Vaughan Roberts of Park City Engineering is 100% certain he can design the infrastructure needed for the development within this roadway. That was provided at the previous council meeting.



After speaking with Paul Fraser of Lewkowich engineering ltd, we have determined that our site plan is very a viable development and will include unfinished basements on almost all the units. Are plan being to provide at least 60% of the units with unfinished basements. Specifically, proposed lots 1-5 and 19-33.

From the outset our goal was to keep this housing as affordable as possible, I appreciate beyond words the districts contribution to help in that cost. I am passionate about affordable housing and as I have always lived and worked in smaller communities, I know this development will only help the well being of Ucluelet.

After reading a lot of social media posts regarding Lot 13 Marine drive, unfortunately, I see it necessary to talk about my history as a developer and real estate investor. Yes I do have a real estate licence, mostly to keep my finger on the pulse of real estate pricing and trends. A valuable tool for a developer or Real Estate. I have owned, subdivided / developed around 21 projects. I have built over 30 residential homes and currently just finished a 9 lot subdivision in Nanoose bay, and now working on a 12 unit affordable housing complex in Parksville and two smaller subdivision in Qualicum Beach. You will not find a lot about ACMC Holdings online as I like to keep it that way. My finances, accomplishments and even a couple times, downfalls are personal to me and I like to keep it that way.

As always, I would like to thank you, the planning department and all the people who have had a hand in making this a reality.

Andrew McLane PREC BCOM

President

ACMC HOLDINGS LTD

**Joseph Rotenberg**

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**From:** Clayton Lewis [REDACTED]  
**Sent:** April 16, 2020 10:09 AM  
**To:** Community Input Mailbox  
**Subject:** Lot 13 Marine Drive

This is our second submission.

- What is the giant hurry? I can only think of ONE personal decision in my life made in a hurry due to external time constraints which turned out well. Why must this decision be made so quickly? With COVID-19 this year's summer crush has evaporated - there is time to think this through.

- Lot 13 is undeveloped and covered with large trees. From our own limited experience we know that land development costs in Ucluelet are highly unpredictable. Only when the trees are cleared and the land scraped will the cost and feasibility of building the foundations be known. To pack many units into a small space with a restricted budget it makes sense to choose a site with already cleared land where that huge unknown land development factor is eliminated.

- We have been reading the specifications as shown on the District's SCHEDULE C - HOUSING CONSTRUCTION STANDARDS Page 12 GENERAL CONSTRUCTION which say these units will be built to "CSA A277 Modular Code & BC Building Code" and contrasting this with the information provided on the Developer's own website AM\_FirstLight\_CottageSpecs-1.pdf under GENERAL CONSTRUCTION which says the units will be built to "CSA Z-240" which is a standard for recreational vehicles (RVs) under 8' wide and under 400 sq ft total area. Which of these is correct? It appears the developer is better acquainted with RV construction than with full scale land development.

Further discrepancies between the District's and the Developer's Construction Standards include some major and some minor but worrisome details which suggest this project is not yet properly specified:

district: 200 Amp Electrical Service

LSEP developer: 100 Amp Electrical Service

(BTW is there sufficient power to the site for 33 200amp units?)

district: Cementitious ("HardiBoard") Siding w/ Wood Fascia

LSEP developer: Maintenance Free Vinyl Lap Siding LSEP

district: Paints with low VOC and washable finish are required. Washable paint surfaces should be used in kitchens, bathrooms, and laundry rooms.

LSEP developer: Vinyl Covered Drywall Panel Throughout LSEP

district: Low off-gassing Cushioned Linoleum Flooring

developer: Quality Cushioned Linoleum LSEP

district: 200 Amp Electric Furnace w/Electronic Ignition

LSEP developer: 95% High Efficiency Gas Furnace w/ Electronic Ignition, AC Ready LSEP

district: 40 Gallon Electric Water Heater, meeting EnergyStar standard LSEP

developer: 40 Gallon Electric Water Heater

district: All work, interior and exterior, shall be to MPDA "Premium Grade" standards (i.e. primer plus two finish coats).

developer: nothing mentioned

district: All appliances to be EnergyStar rated

developer: nothing mentioned

district: Pre-manufactured Cabinetry w/ Heavy Duty hardware and low VOC finishes

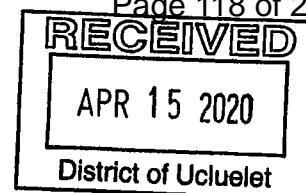
developer: European Deluxe Cabinetry w/ Crown Moulding

district: it's Ukee - no snow load requirement

developer: 94 PSF Ground Snow Load<sup>[L]</sup><sub>[SEP]</sub>

Fiona and Clayton Lewis





April 14, 2020.

RE: District of Ucluelet zoning bylaw amendment ... bylaw # 1269, 2020.  
Lot 13 Marine drive affordable housing public input.

I have a few concerns about this project.

My biggest concern is the rush to move the project forward. The lot has been sitting for around 12 years since it was designated low income. Waiting a few more months for the virus to fall off and then having a proper face to face public input meeting should not be too much of an imposition. My brief of the available information along with attending an impromptu neighborhood meeting leads me to believe it is in Ucluelet's best interests to further explore all aspects of this proposal and modify much before giving it a go ahead.

Here are a list of items that seem problematic and I believe need addressing.

a/ Why is Ucluelet offering to subsidize this for profit development? The "District" office seems to find ways to screw up even my simplest project and cause costs to rise along with stress levels. I've never been offered any subsidies or even apologies!

b/ Is the developer supplying a suitable (read sizeable) completion bond? We don't need any more craters like the failed project on Peninsula Road. (Dare we ask which town planner let that one reach that state of affairs?) Is it true that Mr. McLane has threatened to walk away if he doesn't get his way by may 15th? I say let him walk!

c/ The requirements to possess units in the development seem off. Retired locals seem to be disallowed. How about career trained new hires from beyond the zone? They will need affordable housing. Their new bosses, local businesses, will want them to build anchors and stay.

d/ Why aren't there restrictions on resale and profit taking?

e/ These "houses" are awfully close together. I see an obvious lack of useful parking, especially as there is little room for storage of boats, trailers, bikes, surf boards etc. Two deep parking with tight boundaries and a narrower than normal street will cause continuing problems with fender

bender happenings. Fogged car windows will factor in. Fences, buildings and pedestrians beware. I also imagine many will decide to use either the neighborhood lawns or the shoulders of Marine drive for safer parking.

f/ Will there be a set of rules about lawn care, building and fence upkeep, color schemes, proper storage of large toys and tools, pets and their keeps. Who will police those rules?

g/ My nearly 68 years on this planet gives me some insight. The elbow to elbow design of this freehold subdivision will breed neighbor friction and stress, especially with the tiny rental suites attached to already tiny living spaces. Just starting up and rearranging the tandem-parked vehicles with the related exhaust fumes and radio noise will grate nerves constantly. I have no doubt this rat cage experiment will become a policing nightmare and a festering sore on Ucluelets butt.

I am not online so I will present a copy of this letter to several interested parties and thus ensure these questions are addressed. A low income housing development was inevitable from the day the property was set aside for that purpose. The "how ever" is I think this particular style of project is a very poor use of the property. It is definitely not very user friendly. Please take the time to make it right!

David Neilson

██████████ Rainforest Drive.  
████████████████████

**Joseph Rotenberg**

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**From:** liz tatchen [REDACTED]  
**Sent:** April 16, 2020 2:07 PM  
**To:** Community Input Mailbox  
**Subject:** LOT 13 MARINE DRIVE AFFORDABLE HOUSING - PUBLIC INPUT  
**Attachments:** Lot13Letter.docx

Dear Staff,  
Please accept and review the attached letter in regards to  
LOT 13 MARINE DRIVE AFFORDABLE HOUSING - PUBLIC INPUT  
Thank you,  
Elisabeth Tatchen  
[REDACTED] Rainforest Lane  
Ucluelet

Elisabeth Tatchen  
 [REDACTED] Rainforest Lane  
 Ucluelet BC, V0R 3A0

April 15, 2020

**Re: Lot 13 Marine Drive Affordable Housing - Public Input**

Dear District of Ucluelet Council and Staff,

As a homeowner and close neighbour of the proposed development at Lot 13, I would like to bring forward **five concerns** (below) for your consideration. I am basing my concerns mainly on the information that was provided on the District website (i.e. the YouTube video of the March 17 council meeting, the 326-page Lot 13 document Binder, and the developer's website). I respectfully request that Council examine each one of these concerns, find solutions where necessary, and make all relevant information available to Ucluelet residents before approving any development permits or bylaws supporting the development of Lot 13.

**1) Transparency about ownership of the eleven rental units.**

-Nowhere in any of the 326+ pages of written information provided by the developer and/or District have I been able to find any information as to who shall be given the opportunity to own or purchase (i.e. profit from?) the eleven rental units, nor what the purchase price of these units would be.

-I am aware Council passed a motion on March 17, at the request of the developer (Andrew McLane of ACMC Holdings), to increase the number of rental units from nine to eleven. Why, and for whose benefit?

**2) Need for assurance that the development truly will meet the primary purpose of increasing affordable housing for local workers.**

-During the March 17 council meeting, the developer requested that the qualifying criteria for potential purchasers under the Affordable Housing program be broadened, citing *doubts that he would be able to find enough locals to purchase his units*. (Namely, Mr. McLane requested that the rental housing agreement be changed so the maximum gross family income to qualify for a 2-bedroom unit is \$62,000 rather than \$45,000 (motion carried by Council), that the residency requirement be shortened from 24 months to 6 months, that the employment requirement be changed from one year of full-time employment to merely a job offer, and be open to anyone living on the west coast.)

But isn't the whole point to address the dire housing crisis for local workers!?! If this development isn't affordable/doesn't suit the needs of the many locals desperately looking for housing, then shouldn't we come up with a better development plan, rather than changing the proposed plans to cater to the needs of the developer?

-I could not find any written assurances about the purchase prices of the units once they are built. During the council meeting, the developer stated an estimate of "mid-\$200,000 range" for

two-bedroom units, but how can we be confident that the price will not end up being considerably higher once the development is completed? Note that according to the District Manager of Community Planning's report, "Best Practices for Delivering Affordable Housing", the maximum affordable purchase price for a two-bedroom unit is \$274,000 for those at the highest end of the qualifying income range (\$80,000/year).

-The developer has also repeatedly stated that if he were unable to sell a certain number of his units "within six months", it is understood that he would claim "financial hardship" with the District, thus allowing him to deviate from the agreements made under the affordable housing plan. Many points regarding this are troubling and/or unclear, including:

- Six months from when, exactly?
- Which aspects of the original agreement can the developer change if he claims "hardship" (e.g. purchaser qualifications, sell price, increasing the number of rental units, changing the building plans, scrapping the affordable housing plan altogether, etc.)?
- It already sounds as if the developer believes the "hardship" scenario is likely to occur given the current restrictions.

-Mr. McLane has also stated that BC Housing has a requirement that he sell ten of his 22 units as pre-sales. How will the future of the development be affected if he does not meet this requirement?

-Because of the current Covid precautions and the resulting slump in the economy and real estate sales, I propose that this development be delayed until locals in need of affordable housing find themselves in a more favorable position to purchase.

-If residents cannot be assured that this development is and will remain for the purpose of creating truly affordable housing for locals (*not* for the profit of the developer and/or select others), it follows that it is completely unreasonable make the numerous special concessions for the developer (i.e. \$320,000 "gift" from District funds to offset servicing costs, and major zoning/bylaw amendments) that are not afforded to the average Ucluelet property owner.

### **3) Misgivings about developer's budget and financial feasibility to complete the project as currently proposed.**

-The concern is that the developer has not reasonably considered all expenses of this development, which would result in either:

- incompleteness of the project at a great environmental cost.
- having to change the development plan to the point where it no longer resembles the original agreement.

-Following are a few points that raise concerns about the budget. (I concede that I myself am not a developer/builder, nor have I been able to find any budget information about this development online, so the following is based on hearsay of neighbours and local contractors that they have spoken to.)

- I have heard that the developer's budget is six million, (plus the \$320K "gift" from the District).
- Simple math shows that this would mean each of the 33 units can cost no more than \$191,500 to build *total*, leaving nothing for general development of the lot, parkland, fencing, etc.
- I have heard that each prefabricated unit (to be shipped from Kelowna) will cost \$150,000, plus \$50,000 to prep each lot. (= \$200,000 each; already over budget.)

- Apparently the developer was unaware that sewage grinder pumps need to be installed for each unit and has not allowed for this in the building plans or budget.
- Lot 13 was apparently set aside by the original developer, Weyerhauser, because it is extremely difficult (i.e. expensive) to build on due to swampland and massive rocks. It is unclear whether the developer has factored this in.
- I have also heard from neighbours who have spoken to Mr. McLane on-site that he was not very familiar with the lot and did not know basic information such as where the property lines run or why certain trees were flagged.
- I request that Council provide information to the public assuring that the developer has submitted a thorough and reasonable budget showing that the project can be completed as per the original agreement. This needs to be done before any blasting or clear-cutting of the lot begins.

**4) Need for a proper Public Hearing.**

- It is difficult/impossible for many residents to use online resources to gather information & voice concerns.
- Covid should not be an excuse to “railroad through” this development.
- I propose that this project should be delayed until Covid measures are over and until a proper public hearing can be held.

**5) Neighbour’s concerns if the development goes ahead.**

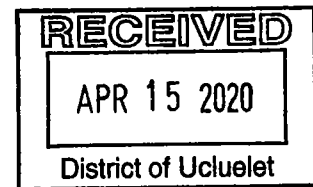
- Excessive noise (due to high density) in an otherwise quiet and tranquil neighbourhood.
- Insufficient on-site parking resulting in obtrusive and/or illegal parking on neighbouring streets and public parking lots.
- Eyesore/visual discontinuity in an otherwise green, natural, spacious neighbourhood.
- Increased foot traffic & possibility of Lot 13 residents cutting through neighbouring lots.
- Loss of privacy for neighbours due to reduced setbacks and overcrowding on Lot 13.

Thank you for hearing my concerns.

Sincerely,  
Elisabeth Tatchen

April 12, 2020

RE: District of Ucluelet Zoning Bylaw Amendment Bylaw No. 1269, 2020  
 Lot-13 Marine Drive Affordable Housing Public Input



To Whom It May Concern,

Ucluelet does need affordable housing, that is a fact, but I have many concerns regarding Lot-13's proposed Marine Drive Affordable Housing project. Firstly, the notice to waive public hearing due to the Coronavirus I received in person and in the mail. I do not agree with having the public hearing waived, as an open forum needs to be held in order to hear the concerns and answer the questions many residents in Ucluelet have, including myself.

The concerns I would like to stress and be addressed/answered are the following:

1. Why is the Municipality of Ucluelet subsidizing a "for-profit" development? What is the exact amount that will be subsidized and what is the expected return for this investment? Is this funding from grant money given to Ucluelet for such a project or are the tax paying citizens of Ucluelet subsidizing the project with our tax dollars? Why was this notice not sent to every tax paying resident in Ucluelet as the Municipality is partially funding this project? My understanding is that when a developer seeks approval for a project, they need to supply and pay for any costs arising from the development. I am currently building a home with a suite, not for profit, and have not been offered any subsidies from the municipality.
2. I am very concerned for the safety of the residents as there is inadequate room for emergency vehicles.
3. I am very concerned that these prefabricated homes are substandard, being built with the cheapest materials to the lowest standards. Will they be inspected by Nicholas Henderson or will they be rubber stamped by their own in-house engineer? Do the prefabricated "west coast style cottages" (fancy wording for upcoming "trailer park") follow the current Ucluelet building code as this property is in the tsunami zone? Have they been reinforced and upgraded to withstand Ucluelet weather, ie. the excessive rain and strong windstorms? What about the infestation of mold in, inadequately built homes? I am very concerned if these units are not well built to a high standard they will soon start to deteriorate in our climate and the affordable housing project will become a rundown slum.
4. As some lots in Ucluelet use a pressurized sewage system does this apply to Lot-13? If so, how many grinder pumps and holding tanks will Lot-13 have in place and where will they be located? Will each unit have their own grinder pump and holding system? Will these be properly alarmed? This is a very viable concern as improper disposal of human waste is an environmental issue.
5. What will the foundation for each unit consist of? Will it be an insulated concrete slab with footings and walls with proper humidity control or will it be something else?
6. There is a definite shortage of adequate parking and storage for each unit. Where will people be able to store their boats, kayaks, surf boards, bicycles, etc.? There is not enough visitor parking nor parking in general. I am very concerned people will be parking just across the street at the Wild Pacific Trail parking lot or on Marine Drive itself. Parking for each unit should be 2 wide not 2 deep; very poorly thought out.
7. Who will be taking care of the common/shared areas for the development?
8. My understanding is that Lot-13 was zoned for 2 separate condominium style units. Why is this not what is being built? This course of construction would most definitely house more individuals and families in need. Also, a properly designed town house or 4 plex development would achieve the same density of housing as this proposed development. Why are these not viable options as they will be a more efficient build (especially in the long term), follow the current zoning laws, be properly inspected during construction, be longer lasting and well built?



We all know most trailer park communities do not age well without proper management in place, free hold or not, and they are not built to withstand longevity.

9. The green space/setbacks should not be allowed to have uncovered patios in multi-family developments. Multi-family developments should have greater areas designated for green space and setbacks, especially between single family residential areas, serving as a separation. The setbacks and green space should act as a buffering zone, increase privacy for the single-family homeowner and sustain that quiet peacefulness of single-family residential areas.
10. I understand Andrew McLane had an onsite visit with some of the local concerned homeowners in the area. Why was I nor other residents of Rainforest Lane informed of this meeting as I would have most definitely attended? All council members should have been in attendance as well. Why could we have not made this meeting the "Public Hearing" held outside on a large enough property where adequate "social distancing" could have been observed? Some of the feedback I received from this onsite meeting, especially statements made by Andrew McLane, I find very disconcerting. Especially the statement he made that if he cannot sell the units as affordable housing, he will file a hardship variance to have the property rezoned once again.
11. Why was Ocean West Lot-13 the site designated for affordable housing? Even the developer himself thought this was an "odd" location for affordable housing.
12. Why is the Public Hearing not held or moved to a later date when the Coronavirus and social distancing are no longer a concern? Why can we not hold a virtual meeting, surely this can be done as well?
13. What does Amendment no. 3 mean? Please explain in full detail in layman's terms. Is the Municipality creating a new zoning? And when the new zoning is created and in place does the Municipality then want to apply the new zoning only to Lot-13 or are other areas being considered for the new zoning bylaw as well?
14. How will the Municipality of Ucluelet ensure this developer will complete the project as proposed? What if the developer walks during mid project due to poor planning or insufficient funds? What will happen then, will the Municipality offer further subsidies? Or if Andrew McLane is unable to sell the units will he be able to apply for another variance allowing him to sell the homes to anyone willing to buy them? Has the developer successfully built similar projects in the past?
15. How many of these units will be used as employee housing as opposed to affordable housing for permanent residents?

I am very concerned that the developer and the Municipality of Ucluelet are using the Coronavirus as an excuse to pass the proposed changes to the Zoning Bylaw, without abiding to the rules set in place by the Municipality for such processes, by waiving the Public Hearing and by hiding the facts from the community. Lot-13 has been sitting empty for over a decade so there is no need to hastily approve a short sighted, poorly vetted proposal for affordable housing that has not been thoroughly scrutinized. I am requesting for the Municipality of Ucluelet to arrange another onsite meeting with Andrew McLane to be held on Lot-13 to answer my, and fellow Ucluelet residents', questions. All council members, Mark Boysen and Bruce Greig should be present for this onsite meeting. I would like the council members, especially Mayor Mayco Noël, to address and answer my questions/concerns as best they can. I will be expecting and waiting for a response to my letter from Bruce Greig, Manager of Community Planning, as allowing this development to go forward is definitely poor community planning and management. This for-profit affordable housing development, being built to the lowest possible standard, does not fit in to the west coast resort community of Ucluelet. The initial designated affordable housing plan and zoning for Lot-13 is a much better fit for our especially unique little community.

Sincerely,  
 Elke Spindler  
 [REDACTED] Rainforest Lane  
 [REDACTED]

**Joseph Rotenberg**

---

**From:** Jackie Menard [REDACTED]  
**Sent:** April 16, 2020 11:26 AM  
**To:** Community Input Mailbox; Info Ucluelet  
**Subject:** Marine Drive Affordable Housing  
**Attachments:** marinedrhousing.doc

Attached please find my submission regarding the above.

Thank you,

Jacqueline Holliday

15 April 2020

Attention Ucluelet Council:

**RE: AFFORDABLE HOUSING PROJECT MARINE DRIVE**

I am writing to raise my concerns over the proposed affordable housing project on Marine Drive. A few years ago the La Fevre Group came forward with an “affordable housing development” called Raincoast Commons. Those “affordable housing units” were sold in the range of \$350-\$500K. This didn’t seem to fulfill the promise I expected. At that time a person could purchase a house for the same amount, or a condo, or mobile home for less. Now our district is working with First Light on what promises to be a real solution. At face value the project the First Light project looks like the answer to our problems, but I think we need to address a few unanswered questions prior to jumping on board.

The first question is do we need more housing available for purchase, or rent. These proposed housing units are predicted to sell within the range of \$180,000-\$280,000. This is absolutely an affordable sale price considering the current market on the West Coast (notwithstanding any possible future fluctuations from Covid.). However, a person would still need to come up with about \$20,000-\$25,000 cash to cover a down payment and closing costs. The majority of the houses in this development are for purchase. Are there currently 24 applicants that meet the purchase criteria with the money to secure funding? Or are there more applicants that just need a place to live?

I believe there are 9 proposed units that will be available for controlled rent. Many of the posts I see on Facebook are from Ucluelet residents looking for a place to rent, not purchase. It is becoming more and more difficult to secure long-term rentals in a resort town where many homeowners are supplementing income with short-term nightly rentals. Rent is also becoming more and more expensive with increased mortgage and renovation costs for homeowners. I think more units available under a controlled or subsidized rental agreement is what Ucluelet needs. Under the BC Affordable Housing Program is there room to allow for more rental units?

The concept of this development seems similar to the goals of Habitat for Humanity (minus the sweat equity) to assist families in attaining secure and affordable housing. I myself attended an information session with Habitat to understand how it worked. Similar to BC’s Affordable Housing Framework an applicant needed to meet certain criteria to be eligible for home ownership.

However, there were stipulations in the agreement that when selling your Habitat home it was sold for the market price you purchased for. The seller gained the equity through mortgage payments, and the housing unit maintained affordability for the next applicant. I can't find any direct language in the agreements on the District's website that ensures these affordable units will remain as such for future homebuyers. In addition, upon reviewing BC Affordable Housing Framework, I was also not able to discern how these units will remain affordable to future buyers. Who does that responsibility fall on?

With the involvement of the Provincial Government, District, and a private developer the lines of liability are a bit muddy. This development is not just for our current residents, but also for future affordable housing. On top of mortgage payments homeowners are responsible for insurance, maintenance, property tax, and upgrades. Over the years a home will naturally experience wear and tear, and what will this development look like in 10 years? Who will be responsible for ensuring this development will remain a viable, livable and safe affordable housing option? The same would need to be asked about the rental options. Who will pay for upgrades, damages or losses from regular wear or negligent renters? Will it be up to the developer? Will it be up to the District, and therefore local taxpayers?

The term "secondary suite" which the First Light and District websites advertise is also cause for concern. There has already been discussion on ensuring these units are not used for nightly rental, so what are these secondary suites allowed to be used for? There needs to be language in the agreements that stipulate nightly rentals will not be permitted, and the penalties involved.

I think we need to look at building another condo like the Edge Water, or even a townhome type complex like what Black Rock did with their staff-housing unit. I understand that the developer has said this option is more expensive, but it is more in sync with what this community needs. A strata development would also ensure that residents (renters in particular) obtain insurance.

Over the last ten years I have monitored the property values in Ucluelet, and I know there have been options in the proposed price range for this development. While I realize our council is excited about providing housing options and solutions, we need to make sure they are the right solutions. Do we have enough eligible applicants to purchase these suites, or do we have more people seeking out available rental units. My thoughts are that you are finding the later.

Yours truly,

Jacqueline Holliday  
[REDACTED] Marine Drive  
Ucluelet, BC

**Joseph Rotenberg**

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**From:** Kathy Dellow [REDACTED]  
**Sent:** April 16, 2020 11:15 AM  
**To:** Community Input Mailbox  
**Subject:** Fw: Lot-13 Marine Drive Affordable Housing Public Input

I was originally quite positive about this development albeit in a lower density format. However the more I hear about the developer's attitude, preparedness and knowledge of Ucluelet the more concerned I have become.

I hope council will take resident's concerns very seriously before approving this project in it's current form.

Kathy Dellow

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**From:** Tracy Rawa [REDACTED]  
**Sent:** April 15, 2020 9:10 PM  
**To:** [REDACTED]  
**Subject:** Fwd: Lot-13 Marine Drive Affordable Housing Public Input

Here is our letter that we just submitted.

Thanks to Barb and Zoe for sharing.

----- Forwarded message -----

**From:** Tracy Rawa [REDACTED]  
**Date:** Wed, Apr 15, 2020 at 9:07 PM  
**Subject:** Lot-13 Marine Drive Affordable Housing Public Input  
**To:** <[communityinput@ucluelet.ca](mailto:communityinput@ucluelet.ca)>

Dear Mayor and District Council of Ucluelet,

We are owners/residents of 1805 Cedar Grove Place. We recently completed the build on our home and have joined the Ucluelet community.

We commend the Council's efforts to bring affordable housing to Ucluelet, and we fully support access to safe and affordable housing for all Ucluelet residents. We also support requirements for residency for eligibility for affordable housing in Ucluelet.

**We have significant concerns about the development plan for Lot 13 that although it aims to create a community that may be affordable, it is not adequately designed for both its future residents and its neighbours.**

**Riparian rights and nature surroundings must be protected.** Our home was built at a great cost to meet the strict design and environmental requirements as stipulated by OceanWest. Requested variances by the

developer are in direct opposition to the requirements of OceanWest and threaten the pristine natural surroundings, civic investment in the WestCoast trail and the related tourism economy of Ucluelet.

In the Lot 13 binder it states:

THAT Council indicate support to consider the following at the time that more detailed plans and studies are provided by the developer when applying for a Development Permit for the proposed 33-lot subdivision:

- a. approval for the proposed greenspace buffer setback of 8m from the east property line of Lot 13 as it would apply to proposed lots 5 through 19, despite the terms of Restrictive Covenant FB154853 currently registered on title which stipulate a 10m greenspace buffer on that side, subject to submission of an acceptable replacement greenspace covenant with buffer specifications and maintenance restrictions for the future owners of the proposed lots; and,
- b. approval to discharge Restrictive Covenant FB154877 from the title of Lot 13 which restricts development on site within the riparian areas defined next to streams "AB" and "AC", subject to submission of an acceptable rain water management plan for the quantity and quality of runoff discharged to the adjacent stream "1" from the proposed development on Lot 13;

**We vigorously oppose any steps to slacken the protection of the stream and other natural areas by shrinking variances and removing restrictive covenants among other issues.** We chose to live in OceanWest because of its promise of building green and sustainably to preserve the natural surroundings of Ucluelet.

This was stated in the **official and legal disclosures to us and other buyers that accompanied the sale of lots and on the website for OceanWest and the placard in our neighbourhood where OceanWest promises to:**

1. protect nature with setbacks that go beyond minimums (<https://www.oceanwest.com/building-green>)
2. preserve riparian areas (<https://www.oceanwest.com/building-green>)
3. protect and enhance the WestCoast Trail (<https://www.oceanwest.com/building-green>)

Along with other residents, we met with the developer, Andrew McLane, on April 9th to learn more about the plans. On a positive note, he generously drove to town to speak with us.

On a concerning note:

- Andrew could not speak to the boundaries of the development and requested variances. He was not able to point out where the development had requested variances and what impacts could be expected to the existing forest and vegetation.
- It was clear that the preparation of the lot will be onerous and may exceed the budget Andrew has set for this purpose. We are concerned he has not considered all aspects of the project in order to complete it and he could have to abandon the project leaving behind a clearcut mud pit or cost overruns will no longer mean the finished units are affordable.
- Restrictions on who can buy in the development would be lifted if Andrew claims financial hardship. If he doesn't sell enough units in the first 6 months he can have the restrictions lifted and open up the units to more people and high market value.
- Although we appreciate that everyone "wants their own piece of land" the design of this development requires the greatest land use and at a high cost to the neighbourhood and natural surroundings.
- Andrew had no knowledge of the sewage requirements of the OceanWest development which are significant. He had no idea about the need for grinder pumps and had no plan or space allotted for grinders or a pump station.
- These units are all freehold. There is no strata, but there are common areas in the development. The plan includes a small park area and trail that connects to the Cedar Grove trail and a fence with plants that run along Marine Drive. Who will maintain these and also who will maintain any shared sewage pump stations or grinders?

- The design and durability of prefabricated micro-homes built in Penticton will not withstand conditions in Ucluelet. Prefab homes are not suitable for the extreme conditions here nor do they generate construction employment for local workers. We worry that in a very short time, homeowners who already struggle to make ends meet will be left with substandard living conditions, mold infestations and a very high cost of home maintenance.
- There are no proposed restrictions on resales, so essentially someone could qualify, buy a unit and resell it for profit.
- The proposed laneway is only half the width required in order to accommodate so many units. How are two cars supposed to be able to drive past each other coming and going? What about emergency vehicles or garbage trucks?
- We are concerned about the long-term effects on neighbouring structures and properties as a result of the extreme blasting and rock removal and undesirable water runoff and flooding as a result of significant tree removal, setbacks and protected areas being undermined.
- We are also concerned about adequate parking provided given the design. Lot 13 cars are likely to line Marine Drive, park in the Brown's Beach lot, the Blackrock lot or park on Cedar Grove Place so residents and visitors can walk through the trail to Lot 13.
- Despite these and other concerns raised, Andrew informed us that the development deal was going to pass with the Council ("it was a done deal") and residents could accept his plan and work with him or he would build something that was much worse for the neighbourhood. We left the meeting feeling bullied and concerned that he felt he had the support of the Council to ignore public input and build anything he wanted on that lot. This raises serious concerns about the consultation process.

We commend the Council for addressing the need for affordable housing in Ucluelet, but we do not support this plan as it has been proposed for the above reasons.

Since the Council is considering a model of freehold transfer lots, we encourage Council to explore ways to distribute the affordable housing lots throughout the community to ease the congestion and potential noise on Lot 13. This would also avoid creating any potential stigma from "living in the affordable housing development" or developing a characterless community that discourages residents to want to set down roots and stay but instead promotes transience. Compact lots throughout the community would allow owners to build unique and appropriate tiny houses that would fit Ucluelet's climate and individual owner needs while encouraging affordability. The congestion of 33 micro-lots proposes a community that neither meets its future residents or existing neighbours' needs and we are concerned about the increased vehicle traffic and noise in an area that is a centerpiece of tourism for Ucluelet.

We hope the Council acts on the concerns expressed here and by our other residents before rezoning this lot and proceeding with the proposed development.

Best regards,  
Tracy Rawa & Ryan Knighton  
 Cedar Grove Place



Virus-free. [www.avast.com](http://www.avast.com)

**Joseph Rotenberg**

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**From:** Lydia Karpenko [REDACTED]  
**Sent:** April 16, 2020 3:16 PM  
**To:** Community Input Mailbox  
**Subject:** RE: Lot 13 Marine Drive Affordable Housing Public Input Submission

Hello,

Please see below my written input submission for the Lot 13 Marine Drive Affordable Housing Development.

The general idea behind Affordable Housing Development on Marine Drive is good and there are many great solutions to this problem. Unfortunately, this proposed project is not one of them.

My main concern is the design aesthetics and a general lack of vision for the development. There is an evident lack of thought about the design of the individual cottages and the layout of the site plan. Based on the proposed drawings, I see mobile homes moved to the site and crammed together. There's no thought given to local west coast aesthetics and rainforest setting. This is a beautiful site with ancient first growth trees and the developer wants to clear cut most of them (as well as cut into the buffer) to put in the mobile homes.

The amount of traffic and noise (space for up to 108 cars) this development will generate would be unfortunate. That will likely bring down Ocean West and Rainforest Estates property values.

I'm also concerned with the developer's apparent lack of experience in building on the West Coast, as he is a real estate agent from Nanaimo with no examples of previously completed work.

Furthermore, because the developer is looking to get \$320,000 from the District to reduce the cost of the units, the people of Ucluelet should have a say in the quality and look of the development. There should be an in person public hearing about this project after quarantine is over.

Finally, I don't think people of Ucluelet want another Whispering Pines manufactured homes park. Affordable houses do not have to be bland mobile homes with vinyl siding. The new generation of Ucluelet is young, smart, and creative and we would appreciate more forward looking, modern solutions for an affordable housing development.

Sincerely,

Resident on Marine Drive, Ucluelet



**Joseph Rotenberg**

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**From:** Nancy Barlett [REDACTED]  
**Sent:** April 16, 2020 12:16 PM  
**To:** Community Input Mailbox  
**Subject:** Feedback on Affordable Housing Plan on Marine Drive

Good day,

We would like to provide some input into the proposed development of 33 affordable housing units on Marine Drive, Ucluelet.

We have a newly built home(2018) in the neighboring vicinity and have concerns that our property or market value of our home will decrease as a result. A question that we have is whether our assessment values for properties backing on to this development or in close vicinity will drop as a result.

As president of our strata , we have had issues with inadequate planning for vehicle parking and turn around space for firetrucks, garbage disposal and other large maintenance vehicles. With 33 housing units plus 6 secondary suites, we can anticipate parking requirements for at least 39 vehicles. That is designating one vehicle per household but we know that many households will have more than one vehicle. There is the issue of visitor parking.of which there are just 9 spots planned for in the development. It goes to say that the overflow will end up on Marine Drive or in the parking lot for Brown's Beach (Wild Pacific Trail lot). How will this be monitored, by whom and will parking violations/towing be issued.

What is the anticipated disruption to traffic during construction on Marine Drive? During the construction of the staff housing at Black Rock Resort, nearby property owners such as ourselves were cut off from south bound use of Marine Drive.

Please consider this feedback in your development planning.

Thank you.

**Joseph Rotenberg**

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**From:** Taylor Gunstone [REDACTED]  
**Sent:** April 16, 2020 9:21 AM  
**To:** Community Input Mailbox  
**Subject:** Lot 13 Affordable Housing

Hello,

I am emailing the Ucluelet District in regards to the Lot 13 affordable housing development. I have lived here on the coast for 12 years and I very much call this my home. I have worked very hard to be able to afford my own property on Cedar Grove Place in the Oceans West development right beside Lot 13. My wife and I are planning on building our first home in the coming years. After looking all over Vancouver Island at real estate and never finding anything to compare to the west coast and its beauty, we picked to buy in Ucluelet. One of the reasons we picked this neighbourhood was the amount of tree and wilderness (knowing many properties still have yet to be developed). This is what draws us to our community and make it feel like home. I am disappointed when I looked at the developers website and saw that its just a clear cut with many of the houses only metres apart from each other. Let me make this clear, I support the affordable housing in this location. With the consideration of the local home owners and future tenants of this lot I would love to see or have in discussion the reduction of 33 lots to 24 lots. This would allow much more space between homes and support more green space that the future tenants could enjoy and feel connected to the place they live. As a neighbour to this development I would love to see the developer try to avoid clearing the lot and support the current forest structure in there plans.

As far as a someone who is currently under way on planning our build, I feel let down that on my street I am forced to build under very strict bylaws and covenants on my home and one block over in the same development a mobile home can be put by the dozens. I feel like the look of these homes could be much more "west coast" and support the look and style of the community around it. Many pre fabricated homes can look tasteful and follow the same style of the community.

At the end of the day I support a project that both looks after people who need this housing and support the neighbours around them as well. Please consider more green space and distance between homes. The reason that many of the people who live here is for the community and the beauty that surrounds us. Let them have space to enjoy.

Thank you,

Taylor Gunstone

**Joseph Rotenberg**

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**From:** Taylor Sullivan [REDACTED]  
**Sent:** April 16, 2020 11:34 AM  
**To:** Community Input Mailbox  
**Subject:** Support for Marine Drive Affordable Housing

Hello,

I strongly support the 'Lot 13 Marine Drive Affordable Housing' — I think this is very important for our small community and the locals that cannot afford majority of the properties here in town at the moment.

Thank you for taking the time to ask for public input, it is greatly appreciated!

- Taylor Sullivan

**Joseph Rotenberg**

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**From:** Vlad Papish [REDACTED]  
**Sent:** April 16, 2020 3:23 PM  
**To:** Community Input Mailbox  
**Subject:** Lot 13 Public Input letter  
**Attachments:** lot\_13\_Public\_Input\_Letter\_April\_16\_2020.pdf

Dear District of Ucluelet,

Attached please find my public input for the lot 13 affordable housing project.

Sincerely,

Vlad Papish  
[REDACTED] Marine Drive  
[REDACTED]

April 16, 2020

Regarding: LOT 13 MARINE DRIVE AFFORDABLE HOUSING - PUBLIC INPUT

To: District of Ucluelet Council,

I am excited that the council and the lot 13 developer are taking on the enormous challenge of addressing affordable housing in Ucluelet and I applaud their efforts to date. It is clear from reviewing the 316 page Lot 13 binder that an enormous amount of effort has already gone into this proposal and I'd like to point out some very positive aspects:

- Providing an affordable opportunity to buy *detached* dwellings.
- Addressing affordable housing through *ownership*.
- Taking advantage of financial incentive programs.

However, the lot 13 development proposal seems to implicitly adhere to the following false dichotomies:

- Affordable housing construction must necessarily be unaesthetic and of lower quality.
- It is necessary to ignore the westcoast design aesthetic of Ucluelet and of the Oceanwest and Rainforest neighbourhoods to achieve the goal of affordable housing.
- High density development is necessary to achieve the goal of affordable housing in Ucluelet.

Alternatives exist that should be considered:

- Higher quality construction and finishing can be attained at any fixed budget by reducing other variables such as size.
- Owners and residents of affordable housing deserve to enjoy diverse and beautiful design aesthetics in keeping with the area.
- Land is incredibly abundant, relatively inexpensive, and the population low and sparse in the district of Ucluelet making it possible to pursue low density affordable housing options.

I now outline specific concerns and suggest options:

**Concern 1:** The building design aesthetic is not in keeping with the Westcoast design aesthetic of Ucluelet, Oceanwest and the Rainforest neighbourhoods.

In short, the lot 13 site plan and building specifications look like a manufactured home park. Despite descriptions on the developer website stating that these are "West Coast Style Cottages", they are in fact manufactured homes.

**Suggested Solutions:** Be creative! Tap into the abundant supply of architectural designs available for small homes.

- Do not use identical looking prefabricated manufactured homes.
- Avoid low end exterior finishes such as “vinyl siding” (listed on the developer web site as the current construction material, although specified as HardiBoard in the lot 13 Binder).
- Allow for a variety of building footprint shapes and sizes to add variety and avoid the look of a "single wide" trailer.
- Build small homes of varying architectural designs.
- **Seize the opportunity to showcase world class small affordable home designs!**
- **Tap into the local skilled labour pool and use local builders to build innovative small home designs!**

**Concern 2:** Proposal to reduced vegetative buffer widths from 10m to 8m and modification to allow uncovered patio within lot setbacks, if impacting vegetative buffers.

Reducing vegetative buffer widths undermines a fundamental reason why the existing and future property owners in the area choose to invest in the area.

**Suggested solution:** Keep vegetative buffers and setbacks as a large as possible. Keep native vegetation intact as much as possible. Add vegetative buffers between adjacent lots within the development.

Building uncovered patios within lot setbacks is reasonable, provided that the individual lot setbacks are separate from the overall setback of the entire strata property.

**Concern 3:** Density is too high with 33 units.

- Land is in abundance in the district of Ucluelet.
- High density development is resorted to in areas such as the lower mainland where land availability is far scarcer, and land prices are far higher than in Ucluelet. There is no need for this level of crowding in the development.

**Suggested solution:** Cap density at 15-20 units. Explore other options to promote low density affordable housing options across Ucluelet, such as laneway housing.

**Concern 4:** Increased traffic and traffic calming not addressed.

- The development plans for 33 lots with 2+1 parking spots each and 9 guest parking spots. This is a potential for 108 cars entering and exiting onto marine drive from a single location.
- Significant increase to the local traffic level in a very quiet area.
- Speeding is a problem on Marine drive, as is speeding in the two 30km/h zones on Matterson Dr. and the Pacific Crescent routes to Marine drive.
- There is no on street parking available.
- Tandem style parking increases the need to “shuffle cars” within the development.

**Suggested solution:** Reduce the density of the proposal to under 20 units. Introduced traffic calming measures on marine drive. Earmark funds to pay for the traffic calming.

**Concern 5:** Negative impact on surrounding property values in Ocean West and Rainforest Developments.

- Due primarily to the incongruous aesthetic of the manufactured home park look compared to the properties already built in the area, and the reduced vegetative buffers.

**Suggested solution:** Do not allow manufactured homes to be used. Build small homes with interesting and varying architecture. Avoid the look of rectangular boxes arranged in rows. Stipulate a pleasing standard of exterior finishing. Maintain large vegetative buffers and keep native vegetation intact when possible.

**Concern 6:** Rent control impact on housing quality

- A key concern with introducing rent control is financially dissuading the landlord from investing in property upkeep and maintenance leading to long term decline and neglect of housing.

**Suggested solution:** Ensure a program is in place by which a high standard of home maintenance of the rental units is enforceable on the landlords or remove the rent control provisions.

**Concern 7:** Ensure council approved funding in the amount of \$320,000.00 for the project is not raised from property tax (see page 66 of Lot 13 binder).

- Increasing the tax burden of existing home owners is counter to the stated goal of affordable housing.

**Suggested solution:** Clarify public awareness of the source of this funding. Ensure that the source of these funds is not coming from property taxes collected from local residents.

**Concern 8:** A fencing and landscape screening is required between the lot 13 development and Marine drive in order to visually hide the development.

- This not in keeping with the aesthetic of the Oceanwest and Rainforest neighbourhoods where the architectural schemes discourage fences in preference to vegetative buffers and pleasing architectural design.

**Suggested solution:** In this case a fence may be a good idea for the sake of privacy to the residents of the development. However the reasoning should be the reverse of the current paradigm: to give the residents privacy from Marine Drive rather than "hiding" unsightly buildings from passersby on Marine drive.

The Marine drive side vegetative buffer should be maintained as wide as possible, vegetative screening added and the buildings should aim to achieve a high level of visual aesthetic. If a fence is still needed, it should be built without cutting down any existing trees and be visually appealing.

In summary I recommend that council not approve the third reading for the Ucluelet Zoning Amendment Bylaw No. 1269, 2020 and not approve the Lot 13 development as it is currently written. While the majority of the proposal is excellent, the design aesthetic is not. **There is a real opportunity here to be creative and build a world class example of what affordable housing can look like.** I suggest the site density, plan and home designs be revisited before this proposal moves to the next stages of development. The public would also benefit from an open house and Public Hearing to review and discuss the complex and detailed information for this proposal.

Sincerely,

Ucluelet resident



**Joseph Rotenberg**

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**From:** [REDACTED]  
**Sent:** April 16, 2020 2:35 PM  
**To:** Community Input Mailbox  
**Subject:** Lot 13. Feedback

Hello District Planning, Mayor and council.

Some further feedback regarding Lot 13 Affordable Housing Development.

Why are we still building developments that encourage segregation and inequality in society? There will be a negative stigma attached to this "affordable housing project". Why are we not taking regular lots sprinkled throughout our town and subdividing them into 4 tiny home lots and selling them as such for people to build their own tiny home on them to current building standards (quality builds that will stand up to the west coast elements) ? This would put more money in the pockets of the home owners instead of an out of town developer and create diverse neighborhoods where all people can enjoy nature, privacy and our beautiful west coast.

I've spoken with many locals about this idea and all think that this is the right way to build our town and create an inclusive community with housing for all. Creating multiple tiny home lots throughout our community instead of all crammed in one space allows more green space and respects the people who would be looking for affordable housing. No one wants to live in a crammed development with no privacy, tons of noise and no space for parking or storage. Why are we forcing people with low incomes to live in these types of environments? Its not right. Lot 13 should be rethought out. Divided into a mix of larger single family home lots and tiny home lots. Then look at the rest of Ocean West and take some of those single family home lots and subdivide them into 4 tiny home lots. Spread them out so that the neighbourhoods are diverse and everyone has privacy, space and nature around their home to enjoy. I realize lot 13 was always zoned for low income housing. But that doesn't mean that it has to stay that way. If you have the power to rezone it from the two 4 story towers to the 33 modular home units then you have the ability to rezone it for a mix of single family regular and tiny home lots. This plan allows for tiny home lots to enter the market quickly and answer the current need for affordable housing, it also answers the future needs for affordable housing. It also protects the district from a developer running out of money on a massive project and abandoning in part way through. Allowing individuals to buy tiny home lots and have their own home built there keeps all the homes from looking the same and adds to the beauty of our community. This new plan also answers the affordable housing requirements as the need presents itself instead of creating 33 units and maybe only selling 1/3 or 1/2 of them.

Please consider this option. In the immediate, and down the road, this approach will produce a much more desirable community for all.

Thank you.

Zoe Ludwig  
The Grey Pebble Guest House

[REDACTED]

## Joseph Rotenberg

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**From:** Andrea Tovell [REDACTED]  
**Sent:** April 16, 2020 7:54 PM  
**To:** Community Input Mailbox  
**Subject:** Lot 13 Marine Drive Affordable Housing Proposal Input

Thank you for the opportunity to provide written input on the Lot 13 Marine Drive Affordable Housing Proposal. As community members, we are fully supportive of affordable housing. It is no secret that there is a need for affordable housing for residents of Ucluelet in order to attract and retain residents to work for local businesses and that a healthy community benefits from a variety of housing types, including affordable housing. We know of many staff, businesses and family/friends who are desperately seeking local affordable housing. But affordable housing initiatives have to be done right in order to serve the community and its members well and the current Lot 13 Marine Drive Affordable Housing proposal leaves us with many questions and a sense that this is not the right solution and that other options should be considered.

This project has been presented to the public (i.e. Ucluelet ratepayers) as “proposed Affordable Housing”. It is a modular home complex, and modular homes by nature tend to be more affordable than more traditional homes. Adding financial boundaries is commendable but many of these units will still not be affordable for people living in this area (see the CBT’s Living Wage and Vital Signs reports). The proponents appear to have deliberately left out the “Modular” portion in most of the submitted material and especially in public communications. By labeling this project “Affordable Housing” the proponents of this project appear to be tugging at the heartstrings of Ucluelet community members without providing them with all the information needed to make an informed decision.

If approved, this decision can never be reversed. It will be a legacy for better or worse, so it is important that a housing proposal that receives approval benefit the community and is fully transparent throughout the process.

Some of the questions we feel require further consideration and explanation include:

1. What are the principles guiding Council in its evaluation of the proposal?
2. As per the 2018 Official Community Plan, how does this proposal meet the 9 guiding principles, especially: “Protect natural areas and ecological function” and “Maintain and enhance Ucluelet’s unique character and preserve its heritage”? The density is extremely high, with 33 detached units with minimal separation. What other options were considered that would provide improved quality of life for would-be residents?
3. Where is the emergency egress in case of fire, tsunami, earthquake, etc.?
4. The Housing Construction Standards in Schedule C leave questions about the appearance of the housing. It seems that the architectural concepts of the housing have changed throughout the project. The website (firstlightucluelet.com) no longer displays images of the various modular unit options. The current images are described as “West Coast style cottages” but it is unclear if the final designs will be well suited to existing look and feel of the community even if they meet the Housing Construction Standards. There is an opportunity for this development to fit in well with the character of the community with the right design. What is the final approved/proposed design of all unit types – and will this be confirmed before a final decision is made to approve the proposal?
5. According to the drawings (page 77 of the Lot 13 binder) it appears there will be parking for approximately 114 vehicles on Lot 13. Why is this number not being shared in discussions, as this increase in vehicles should be part of the fact based decision making process? If approved, there will now be 3 major collector parking lots within 100 meters of one another (Black Rock parking lots, Lot 13, and Brown’s Beach parking lot). Has there been a traffic study on the impacts of these additional vehicles on Marine Drive, Forbes Road, Matterson, etc.?


6. Adequate maintenance and repair will strongly influence property values in this development and surrounding areas. After 15-25 years when all 33 of the houses start showing wear and tear at the same time, how will this development look for the District of Ucluelet? What is the long term maintenance plan for this proposal?
7. Why is this affordable housing being built in a Tsunami zone?
8. A commitment to energy efficient building qualities will reduce the operating costs over the life span of the housing, making them more affordable. What green technologies are being implemented i.e. rain water collection, solar power, electric vehicle charging stations, etc.?
9. We are currently in a situation where we are being asked to stay at home as a result of COVID-19. This has taught us a lot about maintaining physical distancing and this may become a new norm and something that should be considered in the planning stages of any project. Has consideration been given to the fact that the proposed density and units in such close proximity to one another poses potential challenges and will make it difficult for residents to comply with physical distancing requirements while still maintaining a reasonable quality of life?
10. What previous experience, if any, does the Developer have with similar affordable housing development projects? What are the risks that inexperience will lead to negative impacts on the community?
11. What is the difference between tree retention and retained vegetation? Does the proposal protect the current vegetation along Marine Drive or will this be cleared and replanted?
12. Why is the greenspace buffer setback being amended from 10 metres to 8 meters? How will this impact the ecological integrity of the area and why would council consider approving this amendment – what benefit is there for the greater community?

The Lot 13 Marine Drive Affordable Housing proposal leaves us with many questions about whether or not this is the best solution for providing affordable housing in Ucluelet and we urge Council to give these questions careful consideration before proceeding.

There is a pressing need for affordable housing but we do not feel confident that this new modular home development proposal is the most suitable solution and we believe that Council should consider other options that more clearly protect Ucluelet's environment and character and add value and provide benefit to the community in the short and long term.

Thank you,

Andrea and Dave Tovell

 Marine Dr  
 Ucluelet, BC  
 V0R 3A0

**Joseph Rotenberg**

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**From:** Joseph Rotenberg  
**Sent:** April 17, 2020 8:46 AM  
**To:** Joseph Rotenberg  
**Subject:** FW: Lot 13 - Review  
**Attachments:** Letter to District - Lot 13 - April 15 2020.pdf

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**From:** [REDACTED]  
**Sent:** April 16, 2020 4:40 PM  
**To:** Bruce Greig <[bgreig@ucluelet.ca](mailto:bgreig@ucluelet.ca)>  
**Cc:** John Towgood <[JTowgood@ucluelet.ca](mailto:JTowgood@ucluelet.ca)>  
**Subject:** Lot 13 - Review

Hi Bruce

Would you be so kind as to see that this letter is part of the review package that Council and Staff will consider as the application is processed. You will see that there are a couple of specific concerns that we have as well as a few more general items. We hope that these items will be seriously considered as the application moves forward. Nevertheless we are generally supportive of the application

Best regards,  
David



BLACK ROCK  
OCEANFRONT RESORT

April 15 2020

Mayor and Council  
District of Ucluelet  
200 Main Street,  
Ucluelet, B.C. V0R 3A0

Re: Zoning Bylaw 1269 2020  
Lo 13, Marine Drive Affordable Housing

Further to the request for community input on the proposed Affordable Housing I wish to pass on some of the comments that represent the interests of Black Rock Resort.

Firstly let me convey that as one of the largest employers in the District we are strongly supportive of endeavours for the creation of Affordable Housing. We recognize that the health of the community is improved as employees are able to access better and more affordable housing. For this reason we are generally in support of the application. Notwithstanding this support I have outlined below a few general comments that we wish to make. It is our hope that these can be acknowledged and become part of the remainder of the approval process

Density – it is our opinion that the usage of the site is extremely dense and leave little flexibility in regards to buffers and maneuverability, both pedestrian and vehicular. While the current plan suggests that 33 homes can be accommodated it is our hope that thru the Development Permit process some of the livability and privacy issues can be improved upon.

Parking – It is our concern that without strict management the future parking needs of the owners and tenants has the potential to impact the adjacent property owners. In particular we see the potential of the current parking we supply to our hotel guests to be impacted. At present the Black Rock parking lot has been able to manage during peak occupancies our guest load however we are concerned that in the future we may be forced to monitor non guest usage. Over the past years the typical guest coming along Marine Drive to Black Rock have been able to feel the transition to a place and experience that does not facilitate street side parking. It is imperative that Marine Drive continue to prohibit street side parking.

Visual Separation – We strongly support the requirement to have in place the landscape and fence screening on the Marine Drive frontage at the beginning of the project. Upon review of the landscape plans submitted we see that the street setback has been minimized. With this in mind we would like to suggest that under the Development Permit process a more robust visual landscape plan be implemented. Currently homes in the neighbourhood have almost without exception been visually screened from the roadside with mature vegetation and thru large front yard setbacks. This is not the case for this application so we would suggest taller fencing and more importantly the use of larger and

596 Marine Drive, Ucluelet, British Columbia V0R 3A0  
[www.blackrockresort.com](http://www.blackrockresort.com)

Lot 13 Marine Drive - Proposed Affordable Housing Bruce Greig, Manager o...



BLACK ROCK  
OCEANFRONT RESORT

more significant trees and vegetation. A review of the landscape plan L1 in the document package shows a projected landscape plan however it is extremely concerning to see that the landscape plan shows the Marine Drive street view at *a projected 5 years*. Furthermore the specified tree “pot” size on the L1 drawings reflect at planting a tree that is very insignificant. This is a serious concern for Black Rock Resort. We cannot wait for 5 years to pass before our guests paying hundreds of dollars per night to visit Ucluelet see a proper landscape buffer on the Marine Drive street scape. On this basis we would ask Council to ensure that the proposed landscape buffer will provide full mature screening at the point of the initiation of the project and not in 5 years time. This can be easily accomplished thru the use of more mature planting While we appreciate that this is an affordable housing project it is imperative to recognize that the tourism based economy of Ucluelet businesses such as Black Rock are also crucial.

Development Permit Process – Given some of the concerns that we have previously mentioned we would ask that a thorough and robust DP process be made part of this project. In addition to the previous points we have raised we feel it is important that the architectural aesthetics and finishes of the homes in this project be consistent with the neighbourhood homes. Adjacent home owners and Black Rock have invested millions of dollars in their properties and it is incumbent on Staff and the Council to ensure that the standards and Building Guidelines of this relatively new neighbourhood are maintained.

Thank you for the opportunity to participate in the approval process for Lot 13.

Respectfully submitted

David Ehrhardt, for  
Black Rock Oceanfront Resort

c.c. Ted Bailey, GM

**Joseph Rotenberg**

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**From:** Lydia Karpenko [REDACTED]  
**Sent:** April 16, 2020 11:31 PM  
**To:** Community Input Mailbox  
**Subject:** Re: Lot 13 Marine Drive Affordable Housing Public Input Submission

I forgot to include my name and street address with my previous email

Lydia Karpenko  
[REDACTED] Marine Dr, Ucluelet

> On Apr 16, 2020, at 3:16 PM, Lydia Karpenko <likakarp@yahoo.com> wrote:

>

> Hello,

> Please see below my written input submission for the Lot 13 Marine Drive Affordable Housing Development.

>

>

> The general idea behind Affordable Housing Development on Marine Drive is good and there are many great solutions to this problem. Unfortunately, this proposed project is not one of them.

> My main concern is the design aesthetics and a general lack of vision for the development. There is an evident lack of thought about the design of the individual cottages and the layout of the site plan. Based on the proposed drawings, I see mobile homes moved to the site and crammed together. There's no thought given to local west coast aesthetics and rainforest setting. This is a beautiful site with ancient first growth trees and the developer wants to clear cut most of them (as well as cut into the buffer) to put in the mobile homes.

> The amount of traffic and noise (space for up to 108 cars) this development will generate would be unfortunate. That will likely bring down Ocean West and Rainforest Estates property values.

> I'm also concerned with the developer's apparent lack of experience in building on the West Coast, as he is a real estate agent from Nanaimo with no examples of previously completed work.

> Furthermore, because the developer is looking to get \$320,000 from the District to reduce the cost of the units, the people of Ucluelet should have a say in the quality and look of the development. There should be an in person public hearing about this project after quarantine is over.

> Finally, I don't think people of Ucluelet want another Whispering Pines manufactured homes park. Affordable houses do not have to be bland mobile homes with vinyl siding. The new generation of Ucluelet is young, smart, and creative and we would appreciate more forward looking, modern solutions for an affordable housing development.

> Sincerely,

> Resident on Marine Drive, Ucluelet

**Joseph Rotenberg**

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**From:** Todd Friesen [REDACTED]  
**Sent:** April 16, 2020 10:16 PM  
**To:** Community Input Mailbox  
**Subject:** Lot 13 Marine Drive Affordable Housing

Attention Mayor and Council

I appreciate the opportunity to provide some input and comments on the proposed development.

I am the property owner of lot 8 on Marine Drive in Ucluelet. I live and work in Whistler and my intention is to build a home on my property in Ucluelet for myself and my family. I have lived in an affordable housing project in Whistler for more than 20 years so I have a unique perspective as a property owner in Ucluelet and someone who has experienced many years living in Whistler Housing Authority's very first affordable housing project.

Whistler has approximately 1,900 Units Of Affordable Rental And Ownership Housing. Over the years I have observed the success and evolution of the Whistler Housing Authority and I believe affordable housing in Whistler has been integral to the success of the resort community providing opportunity for Whistler employees to own their own home in a very expensive real estate market. I am currently a small business owner in Whistler but was a Vice President at Whistler Blackcomb and Vail for 25 years. In my role at Whistler Blackcomb I observed 100's of my employees buy their first home through Whistler Housing.

Affordable housing in Ucluelet is an incredible opportunity for the community to provide homes for families and individuals who cannot afford to live and work in Ucluelet and experience the pride and ownership of owning their own home. After studying the proposed project and soliciting feedback in the community, I have concerns about this project. Affordable housing can be great quality and add richness and diversity to neighbourhoods. This project seems to be a solution for Ucluelet but not a project that will be a legacy the community of Ucluelet can be proud of. The site plan has some obvious challenges for future owners and residents and purchase values are questionable for modular homes in the Ucluelet market. The density in this project is problematic and will not provide owners reasonable privacy and quality of life. I understand the developer does not have extensive experience developing projects of this size. I think Ucluelet can do better. Is there an opportunity to pause and create a housing task force with members from the community to explore a number of options for affordable housing for the community? The Whistler Authority model has affordable homes in almost every neighbourhood in Whistler. I think this approach is worth exploring in Ucluelet.

Thank you

Todd Friesen  
[REDACTED] Glacier Lane  
Whistler, BC  
[REDACTED]



**Joseph Rotenberg**

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**From:** Wendy Magnuson [REDACTED]  
**Sent:** April 16, 2020 3:46 PM  
**To:** Community Input Mailbox  
**Subject:** Lot 13 Marine Drive Public Input

To whom it may concern,

My husband and I own property just down the street at Lot [REDACTED] Marine Drive.

We are not in favour of this development. The building code for the Marine Drive properties with Oceanwest Developments is very strict to ensure that the property values remain high. We feel that putting a crowded housing development in this area is not consistent with standard set for this community and we feel that it could potentially lower the property values. Furthermore, the traffic, and therefore the noise level, on this street will greatly increase. One of the reasons we purchased our property was because the area was so quiet.

We feel that this high density development could negatively impact tourism as the trail and beach use in the area will be greatly increased. The lots in this area are very large (ours is 0.5 acre) we believe ,in part, to ensure minimal traffic and usage of the local beaches and parks in order to maintain an inviting setting for tourists to the area.

And lastly, the homes themselves are not attractive and too much alike. The current homes just down the street and on Rainforest Drive are beautiful structures reflecting the beauty of the area. This development suits a civic setting rather than a 'higher end' housing community that Marine Drive is planned for.

Please reconsider this project. We would like to see it moved entirely.

Thank you for your consideration,

Paul and Wendy Magnuson  
[REDACTED] Woodland Drive  
Williams Lake, BC  
[REDACTED]

**Joseph Rotenberg**

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**From:** Carly Butler [REDACTED]  
**Sent:** April 16, 2020 10:43 AM  
**To:** Community Input Mailbox  
**Subject:** Lot 13 Marine Drive Affordable Housing

Dear Council,

I have a few concerns about the affordable housing project - primarily that the 'developer' does not seem to have any prior experience with affordable housing projects and is in fact simply a marketing company/realtor. This lack of experience (including any kind of design/architecture background), seems to be reflected in the very uninspired site plan presented. It seems to be about making as much money as possible while using Ucluelet as a sort of guinea pig for future projects elsewhere.

There are architects and planners who devote their lives to developing affordable housing and are passionate about creating sustainable communities based on years of research and design into best practices. We have an opportunity to push ACMC Holdings into bringing people on board with real experience to make this the exciting, innovative, and creative housing solution that Ukee deserves. As it stands the development is nothing more than a trailer park trying to be marketed as 'West Coast cottages'. There's nothing wrong with trailer parks, but I think we're fooling ourselves if we believe this is really anything more. I feel strongly that they need to go back to the drawing board and present a more comprehensive plan than simply plopping down prefabs.

Additionally, I would like to know who is manufacturing the modular units. There seems to be a disturbing lack of information about the details of the development (there's not even anyone listed on the site plan drawings - which is highly unusual). It would be great to find out how satisfied current owners of these same units are with their homes. Are there changes they would have made? How are they holding up against west coast weather? If there are similar developments with these same modular units I would love for some members of council to go and see them in person and report back.

Sincerely,  
Carly

\_\_\_\_\_

[REDACTED]

**Joseph Rotenberg**

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**From:** Jen McLeod [REDACTED]  
**Sent:** April 17, 2020 2:51 PM  
**To:** Community Input Mailbox  
**Subject:** Affordable housing proposal

To whom it may concern,  
I am writing to address my concern about the affordable housing proposal for lot 13 Marine Drive.

My review of the presented information has left me strongly in opposition of the proposed housing project. My main concern stems from three things:

1. The short-sightedness of using manufactured homes as an affordable housing solution. Manufactured homes have a limited lifespan and guarantee the requirement to replace them in a set number of years. For this reason, they are not an investment but a liability.
2. The character of the proposed design is not fitting with the character of the town. Subjectively, they are ugly.
3. The stand-alone design of the individual units is an inefficient use of space. An apartment-style building would create more housing, with less maintenance costs.

Thank you for reading.

Jennifer McLeod  
PO Box [REDACTED]  
[REDACTED] Peninsula Road  
Ucluelet BC  
V0R 3A0  
[REDACTED]

**Joseph Rotenberg**

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**From:** Lindsey Black [REDACTED]  
**Sent:** April 17, 2020 10:16 AM  
**To:** Community Input Mailbox  
**Cc:** Shawn Anderson  
**Subject:** Lot 13 - MARINE DRIVE AFFORDABLE HOUSING INPUT

Hello,

I apologize in advance as I know yesterday was the last day for submission with regards to the above proposal. We are the owners of [REDACTED] Cedar Grove Place in Ucluelet.

From my understanding and the information I have received, I have a few concerns/suggestions/questions for the development. Some of my additional notes are in red from a previous email.

If the developer has a budget set of approximately \$6mil, typically a normal developer's profit would be 15% which would equate to a profit of \$900,000. However, my understanding and calculations is if there are 33 units with an average selling price of \$300k, then the total revenue would be \$9.9mil or a profit of approx. \$3.9mil. If this is deemed affordable housing, how is there a profit of approx 35% when it should be in the range of 15%?

Restrictions on who can buy in the development would be lifted if Andrew claims financial hardship. If he doesn't sell enough units in the first 6 months he can have the restrictions lifted and open up the units to more people. - **Rather than all the restrictions lifted, maybe it can offer it as full time rental to residents if people are unable to afford it with some applicant restrictions in place and developer can make the proceeds - There would have to be a rental housing agreement in place. You can refer to Vancouver's Rental 100 Policy as a guideline out of interest. Additionally, 6 months is not a very long time for the property to sell out. That is an absorption rate of 5.5 units per month which is achievable in the Lower Mainland during normal/good market conditions.**

The modular homes are built with the cheapest materials and lower standards. None of them are being inspected and as they will be built in Penticton they are not built with our westcoast weather in mind. They will be sitting on crawl spaces that are cold and damp. In a few years they could be in pretty rough shape and probably have mold. These homes would be far below the standards originally set for the Ocean West - **Are there any standards/regulations set in place and if not, why is that the case and why can the District not enforce certain building standards?**

These units are all free hold. There is no strata, but there are common areas in the development. The plan includes a small park area and trail that connects to the Cedar Grove trail, and a fence with plantings that runs the whole way along Marine Drive. Who will maintain these areas? - **This is a good point, is property taxes paying for this upkeep? Can it be stratified with low strata fees in place? Might be a good idea. Perhaps bareland strata could be an option.**

Ucluelet is waiving some fees that they normally charge builders. This equates to about \$10,000 per unit, for a total of over \$300,000 being given to a private for-profit development from which the developer stands to

make \$4,000,000. It would seem more fair to allow this concession to a non-profit project. - Agreed, has anybody reached out to BC Housing about this? Has anybody seen his developer's pro-forma?

There are no proposed restrictions on resales, so essentially someone could qualify, buy a unit and resell it for profit. - Isn't it on title that the owner has to meet certain criteria?

The proposed laneway is only half the width required in order to accommodate so many units. How are two cars supposed to be able to drive past each other coming and going? What about emergency vehicles or garbage trucks? - I agree, this could be a real issue, What about enforcing that the houses have a garage below the living space or something like a stacked townhouse almost? Is that a possibility?

Is a bidding process an option? If the District is relaxing the zoning policy and offering kickbacks to the developer, perhaps a bidding process may enable other developers who would not be making such a large profit to bid and reduce the overall cost of the homes.

I am a fully designated commercial and residential appraiser with over a decade of experience in real estate valuations. I know a few developers, individuals at BC Housing Co that could potentially be interested in assisting and I would be happy to reach out for further information to them if that would help.

Thank you very much for your time and consideration. Feel free to contact me directly if you have any questions: [REDACTED]

Lindsey and Shawn Anderson

**DISTRICT OF UCLUELET****Zoning Bylaw Amendment Bylaw No. 1269, 2020**

A bylaw to amend the District of Ucluelet Zoning Bylaw

(Lot 13 Marine Drive – new R-5 Compact Single-Family Residential Zone).

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**WHEREAS** Section 479 and other parts of the *Local Government Act* authorize zoning and other development regulations;

**NOW THEREFORE** the Council of the District of Ucluelet, in open meeting assembled, enacts as follows;

**1. Text Amendment:**

The District of Ucluelet Zoning Bylaw No. 1160, 2013, as amended, is hereby further amended as follows:

- A. By replacing the definition of Gross Floor Area within Division 100 – Enactment and Interpretation, Section 103 Definitions, such that the new definition reads as follows:**

“**Gross Floor Area**” means the total area of all floors of a *building(s)* or use within a *building* (as the case may be) on a *lot*, measured to the exterior walls of the *building*, specifically excluding only non-habitable portions of a *basement*.”

- B. By amending within Division 300 – General Prohibitions and Regulations, Section 306 Buildings & Structures – Setbacks and Siting, such that “R-5” is added to the list of residential zones to which Section 306.3(7) applies.**

- C. By adding a new Residential zone, to Schedule B – The Zones that directly follows R-4 Zone – Small Lot Single Family Residential such that the new section reads as follows:**

**“R-5 Zone – COMPACT SINGLE-FAMILY RESIDENTIAL**

*This Zone is intended for more affordable, compact single-family residential infill development with low-impact accessory uses.*

**R-5.1 Permitted Uses**

- R-5.1.1 The following uses are permitted, but *secondary permitted uses* are only permitted in conjunction with a *principal permitted use*:

- (1) Principal:
  - (a) *Single Family Dwelling*
- (2) Secondary:
  - (a) *Home Occupation*
  - (b) *Secondary Suite*

### **R-5.2 Lot Regulations**

- R-5.2.1 Minimum Lot Size: 150 m<sup>2</sup> (1,615 ft<sup>2</sup>)
- R-5.2.2 Minimum Lot Frontage: 7.5 m (25 ft)

### **R-5.3 Density:**

- R-5.3.1 Maximum Floor Area Ratio: 0.5
- R-5.3.2 Maximum Lot Coverage: 50%

### **R-5.4 Maximum Size (Gross Floor Area):**

- R-5.4.1 Principal Building: 140 m<sup>2</sup> (1,500 ft<sup>2</sup>)
- R-5.4.2 Accessory Buildings: 10 m<sup>2</sup> (107 ft<sup>2</sup>) combined total

### **R-5.5 Maximum Height:**

- R-5.5.1 Principal Buildings & Structures: 5 m (16.4 ft)
- R-5.5.2 Accessory Buildings & Structures: 3.5 m (11.5 ft)

### **R-5.6 Minimum Setbacks:**

- R-5.6.1 The following minimum setbacks apply, as measured from the *front lot line*, *rear lot line* and *side lot lines(s)*, respectively:

	(a) Front Yard Setback	(b) Rear Yard Setback	(c) Side Yard - Interior Setback	(d) Side Yard - Exterior Setback
(1) Principal	3 m (9.8 ft)	3 m (9.8 ft)	1.2 m (4 ft)	3 m (9.8 ft)
(2) Accessory		0 m	0 m	0 m

- R-5.6.2 In addition, no *accessory building* or access to a *parking space* may be located between the front face of the principal building and the street."

**2. Map Amendment:**

Schedule A (Zoning Map) of District of Ucluelet Zoning Bylaw No. 1160, 2013, as amended, is hereby further amended by changing the zoning designation of Lot 13, District Lot 283, Clayoquot Land District, Plan VIP84686 [PID 027-473-538] shown shaded on the map attached to this Bylaw as Appendix "A", from CD-5 Zone FORMER WEYCO FOREST LANDS CD-5C SubZone (Development Area 3) OCEANWEST CD-5C.1.2 AFFORDABLE HOUSING to R-5 Zone – COMPACT SINGLE-FAMILY RESIDENTIAL.

3. **Citation:** This bylaw may be cited as "District of Ucluelet Zoning Bylaw Amendment Bylaw No. 1269, 2020".

**READ A FIRST TIME** this 17<sup>th</sup> day of March, 2020.

**READ A SECOND TIME** this 17<sup>th</sup> day of March, 2020.

**PUBLIC HEARING** this 17<sup>th</sup> day of March, 2020.

**READ A THIRD TIME** this    day of            , 2020.

**ADOPTED** this    day of            , 2020.

**CERTIFIED A TRUE AND CORRECT COPY** of "District of Ucluelet Zoning Amendment Bylaw No. 1269, 2020."

\_\_\_\_\_  
Mayco Noël  
Mayor

\_\_\_\_\_  
Mark Boysen  
Corporate Officer

**THE CORPORATE SEAL** of the District of Ucluelet was hereto affixed in the presence of:

\_\_\_\_\_  
Mark Boysen  
Corporate Officer



### APPENDIX 'A'

## District of Ucluelet Zoning Bylaw Amendment Bylaw No. 1269, 2020

From: CD-5C.1.2 Affordable Housing  
To: R-5 Compact Single-Family Residential



**DISTRICT OF UCLUELET**

**Bylaw No. 1270, 2020**

A Bylaw to Authorize the District of Ucluelet to Enter into a Housing Agreement.

(Lot 13 Marine Drive)

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**WHEREAS** the Municipality may, by Bylaw, under Section 483 of the *Local Government Act* enter into a Housing Agreement which may include terms and conditions agreed to by the Municipality and the Owner regarding the occupancy of the housing units identified in the Agreement;

**AND WHEREAS** the Municipality has rezoned the property at Lot 13 Marine Drive to a new Compact Single-Family Residential Zone to enable the development of 33 small affordable housing lots: 24 lots to be developed under the BC Housing “Affordable Home Ownership Program” and 9 lots to be developed as affordable rental housing units;

**AND WHEREAS** the Owner has offered to register a Housing Agreement to ensure that the housing units are developed as proposed on the Lands described in this Bylaw, and the Municipality has deemed it expedient to require the Owner to enter into a Housing Agreement with the Municipality pursuant to Section 483 of the *Local Government Act*;

**NOW THEREFORE** the Council of the District of Ucluelet, in open meeting assembled, enacts as follows:

1. The Municipality is authorized to enter into Housing Agreements pursuant to Section 483 of the *Local Government Act*, in substantially the form attached to this Bylaw as Schedules “A” and “B”, with respect to the land located in the District of Ucluelet known as Lot 13 Marine drive and being more particularly known and described as:

**Lot 13, District Lot 283, Clayoquot Land District, Plan VIP84686**

as shown shaded on the map attached to this bylaw as Appendix “A”.

2. The Mayor and the Chief Administrative Officer of the Municipality are authorized to execute the Housing Agreements on behalf of the Municipality.

**CITATION**

3. This bylaw may be known and cited for all purposes as the “**Ucluelet Housing Agreement Bylaw No. 1270, 2020**”.

**READ A FIRST TIME** this 17<sup>th</sup> day of March, 2020.

**READ A SECOND TIME** this 17<sup>th</sup> day of March, 2020.

**READ A THIRD TIME** this 17<sup>th</sup> day of March, 2020.

**ADOPTED** this     day of     , 2020.

**CERTIFIED A TRUE AND CORRECT COPY** of “Ucluelet Housing Agreement Bylaw No. 1270, 2020”

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Mayco Noël  
Mayor

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Mark Boysen  
Corporate Officer

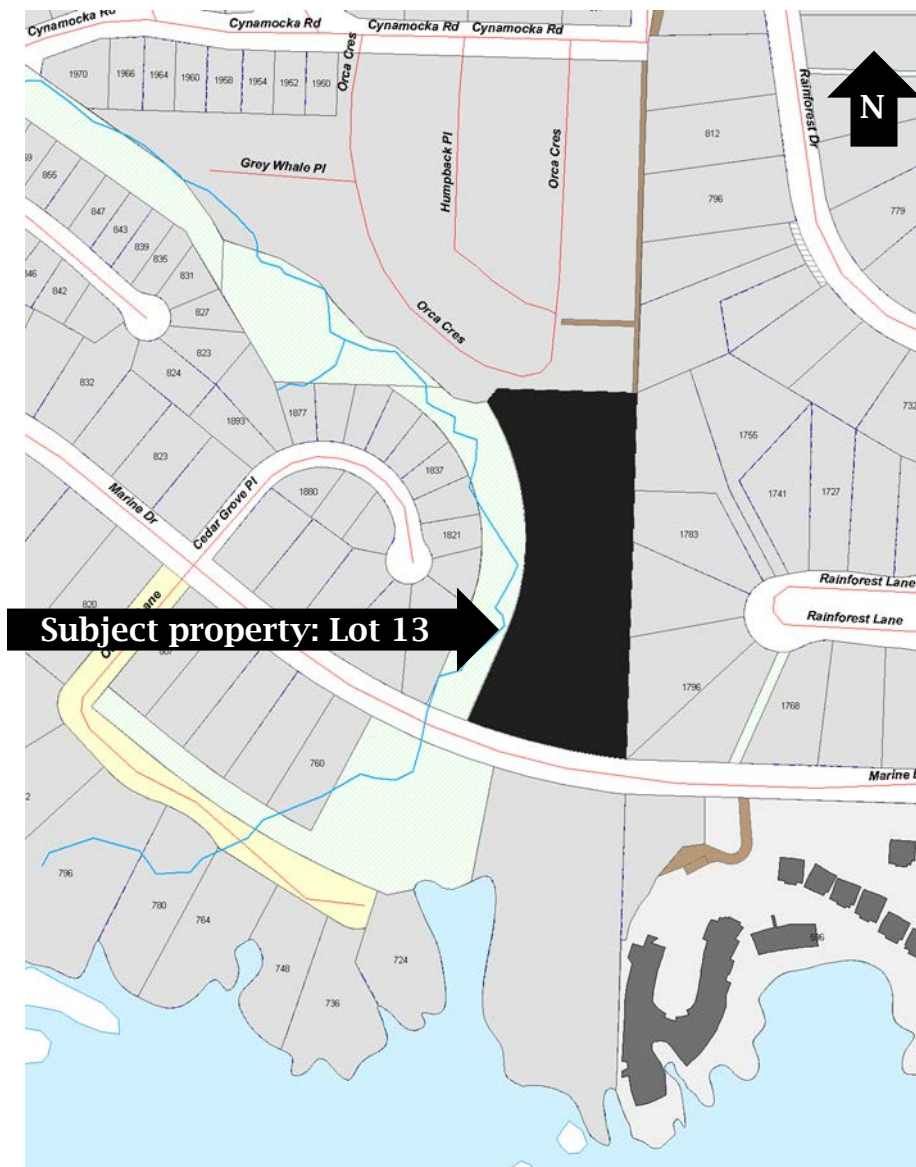
**THE CORPORATE SEAL** of the  
District of Ucluelet was hereto  
affixed in the presence of:

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Mark Boysen  
Corporate Officer

Appendix "A" to Ucluelet Housing Agreement Bylaw No. 1270, 2020

Subject property: Lot 13, District Lot 283, Clayoquot Land District, Plan VIP84686



**Schedule A: Affordable Home Ownership Housing Agreement**

**Schedule B: Affordable Rental Housing Agreement**

**Schedule A to Ucluelet Housing Agreement Bylaw No. 1270, 2020**

**(Schedule C to No Subdivision Covenant)**

**AFFORDABLE HOME OWNERSHIP HOUSING AGREEMENT, SECTION 219  
COVENANT, AND INDEMNITY**

THIS AGREEMENT dated for reference the    day of    , 2020 is

BETWEEN:

**DISTRICT OF UCLUELET**, 200 Main Street, PO Box 999, Ucluelet, B.C., V0R 3A0

(the "District")

AND:

(the "Owner")

GIVEN THAT:

- A. The Owner is the registered owner of [*insert particulars*] (the "Land");
- B. Pursuant to section 483 of the *Local Government Act*, the District may, by bylaw, enter into a housing agreement, which agreement may include terms and conditions agreed to by the District and the Owner regarding the occupancy of the housing units identified in the agreement;
- C. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the District in respect of the use of land or construction on land; and,
- D. The Owner and the District wish to enter into this Agreement to provide for affordable housing on the terms and conditions set out in this Agreement;

THIS AGREEMENT is evidence that, in consideration of the mutual promises contained herein and the payment of \$1.00 by the District to the Owner (the receipt and sufficiency of which the Owner hereby acknowledges), the parties agree pursuant to section 219 of the *Land Title Act* and section 483 of the *Local Government Act* as follows:

**PART I – DEFINITIONS**

1. In this Agreement, the following words have the following meanings:
  - (a) "Affordable Housing Funder" means an institution or agency who provides a grant or preferential rate loan to support the development of Dwelling on the Land;
  - (b) "Dwelling Unit" means a residential dwelling unit constructed or located on the Land;

(c) “Qualified Person” means an individual who:

- (i) has lived in the Alberni Clayoquot Regional District for a minimum of 24 months;
- (ii) has worked Full-Time for more than one (1) year with one or more businesses or institutions within the District of Ucluelet or lands of the Yuuʷuʷiʷath Government, Barkley Community Forest, Toquaht Nation, District of Tofino, Alberni-Clayoquot Regional District Area ‘C’, Pacific Rim National Park Reserve, or BC Parks and Protected Areas in the region, or a Senior who has retired from full-time permanent employment by one or more businesses or institutions and has worked or volunteered within the area described above for five (5) out of the previous ten (10) years, or is receiving disability assistance under the *Employment and Assistance for Persons with Disabilities Act*;
- (iii) does not own, or have a spouse who owns, either directly or indirectly through a trust, business asset, or otherwise, any interest in real property anywhere in the world;
- (iv) has a gross annual household income meeting the requirements of the Affordable Home Ownership Program administered by BC Housing; and,
- (v) is participating in the Affordable Home Ownership Program administered by BC Housing.

(d) “Senior” means an individual 55 years of age or older;

## **PART II – SECURITY OF DISTRICT’S INTEREST**

2. The Owner agrees that, as a condition of the subdivision resulting in the Land which is the subject of this agreement, a mortgage in favour of the District has been registered against title to the land under charge number \_\_\_\_\_ (the “District’s Mortgage”).
3. The District agrees to discharge the District’s Mortgage charge referred to in section 2 from the title of the Land when the Owner obtains an Occupancy Permit issued by the District’s building inspector pursuant to the District of Ucluelet Building Bylaw No. 1165, 2014, as amended or replaced from time to time, for a dwelling unit on the Land.

## **PART III – CONSTRUCTION on the LAND**

4. The Owner will design, construct and maintain on the Land at least one residential dwelling unit, in accordance with the District of Ucluelet Building Bylaw No. 1165, 2014, as amended or replaced from time to time, and in accordance with the energy efficiency standards of Step 1 of the BC Energy Step Code.



5. The building must not be occupied, and the Owner will not apply for and the District will not be obliged to issue an occupancy permit, until the Owner has supplied documentation that each dwelling unit has achieved compliance with Step 1 of the BC Energy Step Code.

#### **PART IV – TRANSFER, USE AND OCCUPANCY**

6. The Owner agrees that the Land will not be sold or transferred except to a Qualified Person.
7. The Owner agrees that no residential dwelling unit on the Land shall be used or occupied except as the regular, full-time residence at least one Qualified Person.

#### **PART V - INTERPRETATION**

8. In this Agreement:
  - (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
  - (b) article and section headings have been inserted for each of reference only and are not to be used in interpreting this Agreement;
  - (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meaning;
  - (d) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted, or replaced, unless otherwise expressly provided;
  - (e) the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
  - (f) time is of the essence;
  - (g) all provisions are to be interpreted as always speaking;
  - (h) reference to a “party” is a reference to a party to this Agreement and to that party’s respective successors, assigns, trustees, administrators, and receivers. Wherever the context so requires, reference to a “party” also includes agents, officers, employees, and invitees of the party;
  - (i) reference to a “day”, “month”, “quarter” or “year” is a reference to a calendar day, calendar month, calendar quarter, or calendar year, as the case may be, unless otherwise expressly provided; and
  - (j) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”.

**PART VI – MISCELLANEOUS**

9. **Housing Agreement** – The Owner acknowledges and agrees that:
- (a) this Agreement constitutes a covenant under section 219 of the *Land Title Act* and a housing agreement entered into under section 483 of the *Local Government Act*; and,
  - (b) where a Dwelling Unit is a separate legal parcel, the District may file notice of housing agreement under section 483 of the *Local Government Act* in the LTO against title to the Dwelling Unit.
10. **Indemnity** – The Owner will indemnify and save harmless the District and each of its elected officials, officers, directors, employees, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs, and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:
- (a) any act or omission of the Owner, or its officers, directors, employees, agents, contractors, or other persons for whom the Owner is responsible at law;
  - (b) the Owner's ownership, development, operation, or financing of the Land or any Dwelling Unit; or
  - (c) any act or omission of the District or any of its elected officials, officers, directors, employees, agents, or contractors in carrying out or enforcing this Agreement, except where such act or omission constitutes a breach of this Agreement by the District or by any other person for whom the District is responsible at law.
11. **Release** – The Owner by this Agreement releases and forever discharges the District and each of its elected officials, officers, directors, employees, and agents, and its and their heirs, executors, administrators, personal representatives, successors, and assigns from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of advice or direction respecting the ownership, development, operation or management of the Land or any Dwelling Unit which has been or at any time after the commencement of this Agreement may be given to the Owner by all or any of them.
12. **Survival** – The obligations of the Owner set out in sections 10 and 11 will survive termination of this Agreement.
13. **District Powers Unaffected** – This Agreement does not:
- (a) affect or limit the discretion, rights, duties or powers of the District or the approving officer for the District under the common law or any statute, bylaw or other enactment nor does this agreement date or give rise to, nor do the parties intend this agreement to create, any implied obligations concerning such discretionary rights, duties or powers;
  - (b) impose on the District any legal duty or obligation, including any duty or care or contractual or other legal duty or obligation, to enforce this Agreement;

- (c) affect or limit the common law or any statute, bylaw or other enactment applying to the Land or an Dwelling Unit; or
- (d) relieve the Owner from complying with any common law or any statute, regulation, bylaw or other enactment.

14. **Agreement for Benefit of District Only** – The Owner and the District agree that:

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

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

16. **Notice** – Any notice required to be served or given to a party herein pursuant to this Agreement will be sufficiently served or given if delivered, to the postal address of the Owner set out in the records at the Land Title Office, and in the case of the District addressed as follows:

District of Ucluelet  
200 Main Street  
PO Box 999  
Ucluelet, B.C. V0R 3A0

Attention: Manager of Community Planning

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

- 17. **Enurement** – This Agreement binds the parties to it and their respective successors, assigns, heirs, executors, administrators and personal representatives.
- 18. **Severability** – If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
- 19. **Waiver** – All remedies of the District will be cumulative and may be exercised by the District in any order or concurrently in case of any breach and each remedy may be

exercised any number of times with respect to each breach. Waiver of or delay in the District exercising any or all remedies will not prevent the later exercise of any remedy for the same breach of any similar or different breach.

20. **Sole Agreement** – This Agreement, and any documents signed by the Owner contemplated by this Agreement, represent the whole agreement between the District and the Owner respecting the use and occupation, of the Dwelling Units, and there are no warranties, representations, conditions, or collateral agreements made by the District except as set forth in this Agreement.
21. **Further Assurances** – Upon request by the District the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the District to give effect to this Agreement.
22. **Covenant Runs with the Land** – This Agreement burdens and runs with the Land and every parcel into which it is Subdivided. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its personal administrators, successors and assigns, and all persons who after the date of this Agreement, acquire an interest in the Land.
23. **Limitation on Owner's Obligations** – The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.
24. **Equitable Remedies** – The Owner acknowledges and agrees that damages would be an inadequate remedy for the District for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.
25. **No Joint Venture** – Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the District or give the Owner any authority to bind the District in any way.
26. **Applicable Law** – Unless the context requires otherwise, the laws of British Columbia will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia. Without limiting the above, in the event of any conflict between any provision of this Agreement and the *Residential Tenancy Act*, this Agreement is without effect to the extent of the conflict.
27. **Deed and Contract** – By executing and delivering this Agreement, the Owner intends to create both a contract and a deed executed and delivered under seal.

**Schedule B to Ucluelet Housing Agreement Bylaw No. 1270, 2020**

**(Schedule B to No Subdivision Covenant)**

**RENTAL HOUSING AGREEMENT, SECTION 219 COVENANT, RENT CHARGE AND  
INDEMNITY**

THIS AGREEMENT dated for reference the    day of    , 2020 is

BETWEEN:

**DISTRICT OF UCLUELET**, 200 Main Street, PO Box 999, Ucluelet, B.C., V0R 3A0

(the "District")

AND:

(the "Owner")

**GIVEN THAT:**

- A. The Owner is the registered owner of [insert particulars] (the "Land");
- B. Pursuant to section 483 of the *Local Government Act*, the District may, by bylaw, enter into a housing agreement, which agreement may include terms and conditions agreed to by the District and the Owner regarding the occupancy of the housing units identified in the agreement;
- C. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the District in respect of the use of land or construction on land; and,
- D. The Owner and the District wish to enter into this Agreement to provide for affordable rental housing on the terms and conditions set out in this Agreement;

THIS AGREEMENT is evidence that, in consideration of the mutual promises contained herein and the payment of \$1.00 by the District to the Owner (the receipt and sufficiency of which the Owner hereby acknowledges), the parties agree pursuant to section 219 of the *Land Title Act* and section 483 of the *Local Government Act* as follows:

**PART I – DEFINITIONS**

1. In this Agreement, the following words have the following meanings:
  - (a) "Daily Amount" means \$500.00 per day;
  - (b) "Dwelling Unit" means any residential dwelling unit constructed or located on the Land;
  - (c) "Eligible Occupant" means a person authorized to occupy a dwelling unit on the Land under section 3(c) of this Agreement;

- (d) “Full-time” means an average of at least 1400 hours per year, and in the case of self-employment, means employment from which an individual earns at least 90% of his or her annual income;
- (e) “Qualified Person” means an individual who:
- (i) has lived in the Alberni Clayoquot Regional District for a minimum of 24 months;
  - (ii) has worked Full-Time for more than one (1) year with one or more businesses or institutions within the District of Ucluelet or lands of the Yuułuʔiłʔatḥ Government, Barkley Community Forest, Toquaht Nation, District of Tofino, Alberni-Clayoquot Regional District Area ‘C’, Pacific Rim National Park Reserve, or BC Parks and Protected Areas in the region, or a Senior who has retired from full-time permanent employment by one or more businesses or institutions and has worked or volunteered within the area described above for five (5) out of the previous ten (10) years, or is receiving disability assistance under the *Employment and Assistance for Persons with Disabilities Act*;
  - (iii) does not own, or have a spouse who owns, either directly or indirectly through a trust, business asset, or otherwise, any interest in real property anywhere in the world; and,
  - (iv) has a gross annual household income of not more than:
    - (A) \$35,000, to qualify for occupancy in respect of a one-bedroom unit; and
    - (B) \$62,000, to qualify for occupancy in respect of a two-bedroom or larger unit;

provided that the amounts in A and B above may be adjusted by the percentage change to the Housing Income Limits for Nanaimo (as published by BC Housing) from 2020 to the calendar year preceding the day a Tenancy Agreement is entered into in respect of a unit;
- (f) “Senior” means an individual 55 years of age or older;
- (g) “Tenancy Agreement” means a tenancy agreement, lease, license, or other agreement granting rights to occupy an Dwelling Unit; and,
- (h) “Tenant” means an occupant of a Dwelling Unit by way of a Tenancy Agreement.

## **PART II – CONSTRUCTION on the LAND**

2. The Owner will design, construct and maintain on the Land at least one residential dwelling unit, in accordance with the District of Ucluelet Building Bylaw No. 1165, 2014, as amended or replaced from time to time, and, secondly, in accordance with the design, layout, fixture and finishing requirements described in Schedule C to this Agreement.

**PART III – USE AND OCCUPANCY**

3. The Owner agrees that no Dwelling Unit will be used or occupied:
  - (a) except as a permanent residence;
  - (b) except by at least one Qualified Person;
  - (c) by any person who is not a Qualified Person, unless that person is related by blood, adoption or foster parenthood to, or is living in a spousal relationship with, a Qualified Person who is also occupying the Employee Unit.
4. No Dwelling Unit will be occupied by any owner of the Land, or by any family member of any Owner of the Land;
5. The Owner agrees that the number of persons who reside in any Dwelling Unit must be equal to or less than the number of persons the District's building inspector determines (acting reasonably) can reside in that unit given the number and size of bedrooms in the unit and in light of any relevant standards set by the District in any bylaws of the District.
6. Within three (3) days after receiving notice from the District, the Owner will in respect of any Dwelling Unit, deliver, or cause to be delivered, to the District a statutory declaration, substantially in the form attached as Schedule B, sworn by the Owner, containing all of the information required to complete the statutory declaration. The District may request such a statutory declaration in respect of a Dwelling Unit no more than two (2) times in any calendar year. The Owner hereby irrevocably authorizes the District to make such inquiries as it considers necessary and reasonable in order to confirm that the Owner is complying with this Agreement, and irrevocably authorizes and directs the recipient, including but not limited to the provincial issuing authority for drivers licenses, of the request for information from the District to provide such information to the District.
7. If the Owner cannot comply with the occupancy requirements for any Dwelling Unit for reasons of hardship, the Owner may request that the District alter the Owner's obligations with respect to that Dwelling Unit on terms acceptable to the District, but no such request may be made later than thirty (30) days after the District has delivered to the Owner a notice of breach of this Agreement under Part V herein. The Owner must deliver the request in writing in accordance with section 21 of this Agreement. The request must set out the circumstances of the hardship involved and the reasons why the Owner cannot comply with the occupancy requirements, and must describe the hardship to the Owner that compliance would cause. The Owner agrees that the District is under no obligation to grant any relief, and may proceed with its remedies under this Agreement and at law and in equity, despite the Owner's request or the hardship involved, and the Owner agrees that relief, if any, is to be determined by the District in its sole discretion.

**PART IV – RENTAL OF DWELLING UNITS**

8. The Owner must not rent or lease any Dwelling except to Qualified Persons or Eligible Occupants and except in accordance with the following additional conditions:

(a) the Dwelling Unit will be used or occupied only pursuant to a Tenancy Agreement;

(b) the monthly rent payable for the Dwelling Unit will not exceed:

- (i) \$875 for a one-bedroom unit; and
- (ii) \$1125 for a two-bedroom unit; and
- (iii) \$1550 for a three-bedroom or larger unit,

**[Note this can be simplified prior to registration on title, when the unit type is known for each lot]**

provided that the amounts in (i) through (iii) above may be increased by the percentage change in Housing Income Limits for Nanaimo, as published annually by BC Housing, beginning in 2020.

(c) the Owner will not require the Tenant to pay any extra charges or fees for use of parking or storage areas on the Land, or for sanitary sewer, storm sewer, or property taxes. For clarity, this section does not apply to cable, telephone, data, water, hot water or electric utility fees or other similar charges; e.g. gas utility, or other unforeseen services.

(d) any increase in rent must also comply with rules and procedures, including any limit on maximum annual increases, under the *Residential Tenancy Act*.

(e) the Owner will include in the Tenancy Agreement a clause requiring the Tenant to comply with the use and occupancy restrictions contained in Part III of this Agreement;

(f) the Owner will include in the Tenancy Agreement a clause requiring the Tenant to provide a statutory declaration of household income and real property in the form of Schedule A annexed hereto;

(g) the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement in accordance with the *Residential Tenancy Act* if the Tenant uses or occupies, or allows use or occupation of, the Dwelling Unit in breach of the use and occupancy restrictions contained in this Agreement;

(h) the Tenancy Agreement will identify all occupants of the Dwelling Unit, and will stipulate that anyone not identified in the Tenancy Agreement will be prohibited from residing in the Dwelling Unit for more than fifteen (15) consecutive days or more than a total of thirty (30) days in any calendar year;

(i) the Tenancy Agreement will provide for termination of the Tenancy Agreement by the Owner in situations where Dwelling Unit is occupied by more than the number of people the District's building inspector determines (acting reasonably) can reside in the



Dwelling Unit given the number of size of bedrooms in the Dwelling Unit and in light of any relevant standards set by District bylaw;

- (j) the Tenancy Agreement will provide that the Owner will have the right, at the Owner's option, to terminate the Tenancy Agreement should the Tenant remain absent from the Dwelling Unit for three (3) consecutive months or longer, notwithstanding the timely payment of rent;
  - (k) the Tenancy Agreement will provide that the Tenant will not sublease the Dwelling Unit or assign the Tenancy Agreement; and
  - (l) the Owner will deliver a copy of the Tenancy Agreement to the District upon demand.
9. The Owner will terminate the Tenancy Agreement where the Tenant uses or occupies, or allows use or occupation of an Dwelling Unit in breach of this Agreement, such termination to be in accordance with the terms of the Tenancy Agreement and the *Residential Tenancy Act*. Notwithstanding, in the event that an existing Tenant's income exceeds the maximum gross household income the Owner will be entitled to allow that Tenant to remain in occupancy under the Tenancy Agreement for a further 12 months. If upon expiry of this period the Tenants income for the previous year still exceeds the maximum gross household income then the Owner will terminate the Tenancy Agreement and providing the Tenant with notice as required under the Residential Tenancy Act.
10. The District may, in its sole discretion, provide written consent to the Owner from time to time to do something that is otherwise not permitted under this Agreement, on such terms and conditions as the District considers desirable.

#### **PART V – DEFAULT AND REMEDIES**

11. The Owner acknowledges and agrees that the District requires affordable housing for residents of Ucluelet in order to attract and retain residents to work for local businesses and that these businesses generate tax and other revenue for the District and economic growth and opportunities for the community. The Owner therefore agrees that, in addition to any other remedies available to the District under this Agreement at law or in equity, if a Dwelling Unit is used or occupied in breach of this Agreement or rented at a rate in excess of that permitted under this Agreement, the Owner will pay, as a rent charge under section 12, the Daily Amount to the District for each date of the breach of the Agreement. The Daily amount is due and payable immediately upon receipt by the Owner of an invoice form the District for the same.
12. The Owner hereby grants to the District a rent charge under section 219 of the *Land Title Act*, and at common law, securing payment by the Owner to the District of any amount payable by the Owner pursuant to this Agreement. The Owner agrees that the District, at its option, may enforce payment of such outstanding amount in a court of competent jurisdiction as a contract debt, by an action for and order for sale, by proceedings for the appointment of a receiver, or in any other method available to the District in law or in equity.

**PART VI - INTERPRETATION**

13. In this Agreement:

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) article and section headings have been inserted for each of reference only and are not to be used in interpreting this Agreement;
- (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meaning;
- (d) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted, or replaced, unless otherwise expressly provided;
- (e) the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (f) time is of the essence;
- (g) all provisions are to be interpreted as always speaking;
- (h) reference to a “party” is a reference to a party to this Agreement and to that party’s respective successors, assigns, trustees, administrators, and receivers. Wherever the context so requires, reference to a “party” also includes agents, officers, employees, and invitees of the party;
- (i) reference to a “day”, “month”, “quarter” or “year” is a reference to a calendar day, calendar month, calendar quarter, or calendar year, as the case may be, unless otherwise expressly provided; and
- (j) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”.

**PART VII – MISCELLANEOUS**

14. **Management** – The Owner covenants and agrees that it will furnish good and efficient management of the Dwelling Unit and will permit representatives of the District to inspect the Dwelling Unit at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Dwelling Unit in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Land.
15. **Indemnity** – The Owner will indemnify and save harmless the District and each of its elected officials, officers, directors, employees, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all

claims, demands, actions, loss, damage, costs, and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:

- (a) any act or omission of the Owner, or its officers, directors, employees, agents, contractors, or other persons for whom the Owner is responsible at law;
  - (b) the Owner's ownership, lease, operation, management, or financing of the Land or any Dwelling Unit; or
  - (c) any act or omission of the District or any of its elected officials, officers, directors, employees, agents, or contractors in carrying out or enforcing this Agreement, except where such act or omission constitutes a breach of this Agreement by the District or by any other person for whom the District is responsible at law.
16. **Release** – The Owner by this Agreement releases and forever discharges the District and each of its elected officials, officers, directors, employees, and agents, and its and their heirs, executors, administrators, personal representatives, successors, and assigns from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of advice or direction respecting the ownership, lease, operation or management of the Land or any Dwelling Unit which has been or at any time after the commencement of this Agreement may be given to the Owner by all or any of them.
17. **Survival** – The obligations of the Owner set out in sections 15 and 16 will survive termination of this Agreement.
18. **District Powers Unaffected** – This Agreement does not:
- (a) affect or limit the discretion, rights, duties or powers of the District or the approving officer for the District under the common law or any statute, bylaw or other enactment nor does this agreement date or give rise to, nor do the parties intend this agreement to create, any implied obligations concerning such discretionary rights, duties or powers;
  - (b) impose on the District any legal duty or obligation, including any duty or care or contractual or other legal duty or obligation, to enforce this Agreement;
  - (c) affect or limit the common law or any statute, bylaw or other enactment applying to the Land or an Dwelling Unit; or
  - (d) relieve the Owner from complying with any common law or any statute, regulation, bylaw or other enactment.
19. **Agreement for Benefit of District Only** – The Owner and the District agree that:
- (a) this Agreement is entered into for the benefit of the District;
  - (b) this Agreement is not intended to protect the interests of the Owner, any tenant, or any future owner, lessee, occupier, or user of the Land or any Dwelling Unit;

(c) the District may at any time execute a release and discharge of this Agreement without liability to anyone for doing so, and without obtaining the consent of the Owner.

20. **No Public Law Duty** – Where the District is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination, or give its consent, the Owner agrees that the District is under no public law duty of fairness or natural justice in that regard and agrees that the District may do any of those things in the same manner as if it were a private party and not a public body.
21. **Notice** – Any notice required to be served or given to a party herein pursuant to this Agreement will be sufficiently served or given if delivered, to the postal address of the Owner set out in the records at the Land Title Office, and in the case of the District addressed as follows:

District of Ucluelet  
 200 Main Street  
 PO Box 999  
 Ucluelet, B.C. V0R 3A0

Attention: Manager of Community Planning

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

22. **Enurement** – This Agreement binds the parties to it and their respective successors, assigns, heirs, executors, administrators and personal representatives.
23. **Severability** – If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
24. **Waiver** – All remedies of the District will be cumulative and may be exercised by the District in any order or concurrently in case of any breach and each remedy may be exercised any number of times with respect to each breach. Waiver of or delay in the District exercising any or all remedies will not prevent the later exercise of any remedy for the same breach of any similar or different breach.
25. **Sole Agreement** – This Agreement, and any documents signed by the Owner contemplated by this Agreement, represent the whole agreement between the District and the Owner respecting the use and occupation, of the Dwelling Units, and there are no warranties, representations, conditions, or collateral agreements made by the District except as set forth in this Agreement.
26. **Further Assurances** – Upon request by the District the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the District to give effect to this Agreement.

27. **Covenant Runs with the Land** – This Agreement burdens and runs with the Land and every parcel into which it is Subdivided. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its personal administrators, successors and assigns, and all persons who after the date of this Agreement, acquire an interest in the Land.
28. **Limitation on Owner’s Obligations** – The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.
29. **Equitable Remedies** – The Owner acknowledges and agrees that damages would be an inadequate remedy for the District for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.
30. **No Joint Venture** – Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the District or give the Owner any authority to bind the District in any way.
31. **Applicable Law** – Unless the context requires otherwise, the laws of British Columbia will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia. Without limiting the above, in the event of any conflict between any provision of this Agreement and the *Residential Tenancy Act*, this Agreement is without effect to the extent of the conflict.
32. **Deed and Contract** – By executing and delivering this Agreement, the Owner intends to create both a contract and a deed executed and delivered under seal.





**SCHEDULE C****HOUSING CONSTRUCTION  
STANDARDS****GENERAL CONSTRUCTION**

- Built to CSA A277 Modular Code & BC Building Code
- Certified to meet BC Energy Code Step 1 or better
- Smoke Detectors to be installed and maintained as required by code
- Cementitious ("HardiBoard") Siding w/ Wood Fascia
- Architectural Shingle Roof (30 yr. Warranty)
- Insulated Entry Doors with Dead Bolt (36" Front & 32" Rear)
- Exterior Light at all Entrances (except porches)
- Maintenance-Free Double-Glazed Low E with Argon Windows w/Vinyl Sills, Screens & Security Locks
- Exterior GFI Electrical Outlet
- Exterior Frost-Free Tap
- 6' Porch

**INTERIORS**

- Carpet is acceptable in bedrooms and hallways; min. 28 oz. carpet with a min. 32 oz. underlay. Where practical, carpet colours should be earth tones and mottled to hide stains.
- Low off-gassing Cushioned Linoleum Flooring in all Other Areas
- Paints with low VOC and washable finish are required. Washable paint surfaces should be used in kitchens, bathrooms, and laundry rooms.
- All work, interior and exterior, shall be to MPDA "Premium Grade" standards (i.e. primer plus two finish coats).
- Single Rod in Master Bedroom with Shoe Shelf
- Linen Closet

**KITCHENS**

- Pre-manufactured Cabinetry w/ Heavy Duty hardware and low VOC finishes
- Extended Overhead Fridge Cabinet
- Ceramic Tile Backsplash
- Window Over Kitchen Sink
- 30" min. Width Electric Range/oven, Spacesaver Microwave
- Exterior Vented Range Hood with Light
- 18 cu ft, 2-door, Frost Free Refrigerator
- Double Stainless-Steel Kitchen Sink
- All appliances to be EnergyStar rated

**BATHS**

- Ceramic Tile or Laminate Backsplash
- One-Piece Fiberglass Tub/Shower with Shower Rod & Curtain
- 90 CFM fan controlled by a de-humidistat to control humidity levels with a maximum sound level of 2.5 sones.
- Mirror with Bar Light
- GFI Receptacle
- Wall Mounted Overjohn Cabinet



**UTILITY SERVICES**

- 200 Amp Electrical Service
- 200 Amp Electric Furnace w/Electronic Ignition
- Shut Off Valves at all Sinks
- 40 Gallon Electric Water Heater, meeting EnergyStar standard
- Wired, Plumbed and Vented for Stacking Washer and Dryer (plan specific)
- Utility Room Shelf
- Exhaust Fan with Dehumidistat
- Communication (phone/data) Outlets: Kitchen and Bedrooms



## DISTRICT OF UCLUELET

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Excerpts from the November 26, 2019 Regular Meeting Minutes

### 13 LEGISLATION

#### 13.2 Lot 13 Marine Drive – Proposal Affordable Housing *Bruce Greig, Manager of Community Planning*

Bruce Greig, Manager of Community Planning, presented a slideshow. He explained that 33 units and a park are proposed for Lot 13. He also explained that a stream is located on the property which will be protected through a stream enhancement and protection area.

Council Questions and Comments to Mr. Greig:

- What is the proposed mix of rental and freehold units? Mr. Greig noted that this has not been determined.

Andrew McLane, applicant, was invited to speak. He noted that the proposed homes are small, between the size of 400 and 1000 square feet, finished in a style consistent with the West Coast aesthetic and will have a small yard.

Council questions and comments to the applicant:

- Will the units have basements or crawl spaces? The Applicant answered that the site is rocky, but the plan is to include unfinished basement and crawl spaces. Exterior sheds are also planned.
- Will there be somewhere to put a bicycles? The Applicant noted that the park may be suitable for bike storage.
- Council noted the need for strata bylaws. The Applicant agreed that strata bylaws can be registered on title, and be used to regulate onsite maintenance and gardening.
- Council asked about costing for two bedroom? The Applicant answered that his current estimate is in the mid \$200,000 range for a finished and landscaped unit, but BC Housing involvement may further lower the cost of units.

Mr. Greig returned to the slide presentation. Highlights included:

- Lot 13 was part of the Weyerhauser lands;
- It was set aside for affordable housing;

- The associated master development plan defined affordable as 80% of medium income; and,
- An explanation of development cost charges (DCC's) – breaking down how they work in relation to new/replacement infrastructure.

Council questions & comments:

- What can MRDT affordable housing reserve fund be used for? Mr. Greig noted that these funds are earmarked for not-for-profit affordable housing funds and that use of the funds will require an action plan, which requires a housing needs assessment.
- Could we waive property taxes in the event that this development was run by a society or non-profit? Mr. Greig noted that this is possible.
- Council noted concerns about this being a bare land strata. Mr. Greig noted that a bareland strata appeals to developers because it can be more cost effective. He further noted that the standard municipal road or other public infrastructure standards could be varied to accommodate the developers' financial concerns, the underlying reason for applying for developing as a bareland strata.
- Council noted that the DCC pot should be maintained and stressed that this is a time sensitive application.
- Council noted that shifting to 100% medium income is appropriate and waiving DCC's will keep this more affordable. Mr. Greig noted that in theory waiving DCC's can trickle down to result in more affordable housing.

**It was moved by Councillor McEwen and seconded by Councillor Kemps**  
*THAT Council approves recommendation 1 of report item "Lot 13 Marine Drive - Proposed Affordable Housing" which states:*

1. *THAT Council indicate whether it is prepared to support one or more of the following concessions sought by the developer of the proposed 33-unit micro-lot affordable housing development on Lot 13:*
  - a. *consider adopting a DCC Cost Reduction and Waiver Bylaw for affordable housing and/or other categories of qualifying development and, if so, direct staff to prepare a draft bylaw and report on funding options for initial consideration and public input; **and/or***
  - b. *accept that purchase or rent by households earning the median income or less is deemed as meeting the intent of the District's policies for affordable housing, rather than households earning 80% of median income or less, for this project.*

**It was moved by Mayor Noël and seconded by Councillor Cole**  
*THAT Council amend recommendation 1 of report item "Lot 13 Marine Drive - Proposed Affordable Housing" as follows:*

1. *THAT Council indicate whether it is prepared to support one or more of the following concessions sought by the developer of the proposed 33-unit micro-lot affordable housing development on Lot 13:*
  - a. *consider adopting a DCC Cost Reduction and Waiver Bylaw for affordable housing and/or other categories of qualifying development and, if so, direct staff to prepare a draft bylaw and report on funding options for initial consideration and public input; ~~and/or~~*
  - b. *accept that purchase or rent by households earning the median income or less is deemed as meeting the intent of the District's policies for affordable housing, rather than households earning 80% of median income or less, for this project.*

CARRIED.

**It was moved by Mayor Noël and seconded by Councillor Cole**

*THAT Council approves recommendation 1 of report item "Lot 13 Marine Drive - Proposed Affordable Housing" as amended:*

1. *THAT Council indicate whether it is prepared to support one or more of the following concessions sought by the developer of the proposed 33-unit micro-lot affordable housing development on Lot 13:*
  - a. *consider adopting a DCC Cost Reduction and Waiver Bylaw for affordable housing and/or other categories of qualifying development and, if so, direct staff to prepare a draft bylaw and report on funding options for initial consideration and public input; **and***
  - b. *accept that purchase or rent by households earning the median income or less is deemed as meeting the intent of the District's policies for affordable housing, rather than households earning 80% of median income or less, for this project.*

CARRIED.

**It was moved by Councillor Hoar and seconded by Councillor Cole**

*THAT Council approve recommendation 2 of report item "Lot 13 Marine Drive - Proposed Affordable Housing" which states:*

2. *THAT Council direct staff to prepare a zoning amendment bylaw to accommodate the use and density of the proposed affordable housing development on Lot 13, for introduction at a future Council meeting.*

CARRIED.

**It was moved by Councillor Hoar and seconded by Councillor McEwen**  
*THAT Council approve recommendation 3 of the report item "Lot 13 Marine Drive - Proposed Affordable Housing" which states:*

3. *THAT Council encourage the applicant to provide further detail and / or clarification on the following:*
  - a. *the proposed construction method, quality, energy efficiency and exterior materials of the housing units;*
  - b. *details of the mechanism and legal instruments which would define and ensure the ongoing affordability of the units, for both rental and ownership models;*
  - c. *detailed landscape preservation and stream corridor mitigation plans; and,*
  - d. *analysis of servicing requirements and potential efficiencies with municipal utility networks and for connections through the site.*

CARRIED.



## DISTRICT OF UCLUELET

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DRAFT Excerpts from the March 17, 2020 Regular Meeting Minutes

*These Minutes Excerpts have not been adopted by Council and are therefore presented in DRAFT.*

### 14 LEGISLATION

#### 14.1 Lot 13 - Zoning Bylaw Amendment

*Bruce Greig, Manager of Community Planning*

Bruce Greig, Manager of Community Planning, spoke to the report. He presented slides about the proposed development and associated bylaws and variances. He noted:

- This is a proposal for Lot 13 to be subdivided into 33 fee simple lots.
- The District's contributions of \$320,000 to the project to offset servicing costs.
- District contributions and associated cost savings achieved by the developer will be recognized through mortgages on the subject properties and an agreement with the BC Housing AHOP program.
- Lot 13's road would be District owned and maintained.
- 24 of the units would be for purchase and 9 for rental.
- The units with secondary suites, are located nearer to Marine Drive, and have been provisioned with an extra parking space at the front of the lot.
- Lot sizes range from 1850 square feet to 6500 square feet.
- There are covenants in place that provide for green space buffers.
- The proposed zoning amendment bylaw would create:
  - o New R-5 zone, of compact, single-family dwellings.
    - o Minimum lot size of 150 square metres.
    - o 3 metre setbacks at the front and rear of the lot.
    - o Updated definition of gross floor area, removing the exemption for garages. As a result garages will be included in the calculation of gross floor area.

#### **Waiving Public Hearing**

Council discussed the option to waive the public hearing for Lot 13 in light of the current COVID-19 situation and social distancing for public health & safety.

Council questions & comments:

- Can we take only written submissions? Mr. Greig noted it is not possible, as legislation requires the public to be able to speak at a public hearing, but that Council has the option to waive the public hearing.
- Can we waive the public hearing due to COVID-19, provide proper notice to the public and give public all the available information and time to give feedback? Mr. Greig confirmed that this is what staff is recommending.
- Can we hold an outdoor public hearing? Mr. Greig answered that given the COVID-19 social distancing recommendations residents may argue that they were too afraid to attend.

**Residency Requirements/Employment Requirements for Potential Buyers in Affordable Home Ownership Agreement per proposed Bylaw No. 1270**

Council discussed the terms of the affordable home ownership housing agreement which applies to the lots for sale under the Affordable Home Ownership Program (AHOP). The agreement requires the potential buyer:

- to have lived in the ACRD for a minimum of 24 months;
- to work full time for a minimum of 1 year on the west coast or be retired after living on the west coast for 5 of the the last 10 years;
- not to own other property; and,
- to meet BC Housing AHOP income requirements.

The developer, Andrew McClane, requested that the residency requirement be shortened from 24 months to 6 months. Council noted that the catchment area is the entire west coast and they support the 24 month residency requirement.

Council questions & comments:

- Will the units be sold on a first come first serve basis and how many units does BC Housing require to be pre-sold? Mr. McClane, confirmed that they will be sold on a first come first serve basis and answered that BC Housing requires 10 units to be pre-sold.

**Income Levels Per Rental Category in the Rental Housing Agreement per proposed Bylaw No. 1270**

Council discussed the rental housing agreement which would apply to the affordable housing rental units. Mr. Grieg noted that to qualify renters must meet the residency, work/retirement and no other property ownership requirements outlined above and their gross family income may not exceed the following:

- \$35,000 to qualify for a 1-bedroom;
- \$45,000 to qualify for a 2-bedroom;
- \$62,000 to qualify for a 3-bedroom or larger unit.

He explained the rental housing agreement provides the three levels of income qualification as stepped approach and it is based on median income levels of which rent paid would total no more than 30 percent.

Mr. McClane requested that the rental housing agreement be changed so the maximum gross family income to qualify for a 2-bedroom unit is \$62,000 rather than \$45,000.

Council discussed this request and resolved to change the rental housing agreement so the maximum gross family income to qualify for a 2-bedroom unit is \$62,000 rather than \$45,000 (see resolution below).

Council recessed at 5:13 PM.

Council returned to session at 5:22 PM.

### **Number of Rental Units v. the Number of AHOP Housing Units**

Mr. McClane requested that the number of rental units be increased from 9 to 11 and the number of AHOP housing ownership units for sale be decreased from 24 to 22.

Council discussed this request and resolved to increase the number of rental units to 11 and decrease the number of AHOP housing ownership units to 22 (see resolution below).

### **Location and Availability of Parking**

Council discussed the location and availability of parking. Council questions & comments:

- Council noted that the amount of parking might not be sufficient to deter on street parking. Mr. McClane, the developer/applicant, noted that in maximizing the size of the unit, the trade off was no space for on street parking.
- Council asked if the road would be paved? Mr. Greig answered that it would be paved.
- Council asked if there would be sidewalks? Mr. Greig answered that there would not be sidewalks.

### **Buffer Area to Marine Drive**

Council discussed the area buffering Lot 13 to Marine Drive.

Council questions & comments:

- Council noted that they would like to see a fence and landscaping done on the buffer area to Marine Drive at the beginning of the project.
- Can we add a clause in terms of financial assurance? Mr. Greig noted that as part of the development permit process Council can require a landscape deposit to guarantee the developer completes the landscaping.



2020.037.REGULAR

**It was moved by Councillor Cole and seconded by Councillor McEwen**  
*THAT Council directs staff to amend the rental housing agreement so the maximum gross family income to qualify to rent a 2-bedroom unit is \$62,000.*

CARRIED.

2020.038.REGULAR

**It was moved by Councillor Hoar and seconded by Councillor Cole**  
*That Council directs staff to change the ratio of affordable housing ownership program and rentals to 22 units in the affordable housing ownership program and 11 rental units.*

CARRIED.

2020.039.REGULAR

**It was moved by Councillor Hoar and seconded by Councillor Cole**  
*THAT Council approve recommendation 1 of report item, "Lot 13 - Zoning Bylaw Amendment" which states:*

1. *THAT Council give first and second reading to Ucluelet Zoning Bylaw Amendment Bylaw No. 1269, 2020.*

CARRIED.

2020.040.REGULAR

**It was moved by Councillor Hoar and seconded by Councillor McEwen**  
*THAT Council approve recommendation 2 of report item, "Lot 13 - Zoning Bylaw Amendment" which states:*

2. *THAT Council give notice of its decision, under Section 464(2) of the Local Government Act, to waive the holding of a public hearing on Zoning Amendment Bylaw No. 1269, 2020, in response to community health concerns over the potential spread of the COVID-19 virus.*

CARRIED.

2020.041.REGULAR

**It was moved by Councillor Hoar and seconded by Councillor McEwen**  
*THAT Council approve recommendation 3 of report item, "Lot 13 - Zoning Bylaw Amendment" which states:*

3. *THAT staff be directed to:*
  - a. *advertise, in conjunction with the notice of waiving a public hearing, a mechanism and a time period for community members to provide written comment to Council on this application; and,*
  - b. *organize an online public information portal to provide all of the background material and details of the proposed affordable housing development, so that community*

*members can access the information and inform themselves of the proposal during the advertised public comment period;*  
CARRIED.

## 2020.042.REGULAR

**It was moved by Councillor Hoar and seconded by Councillor Cole**  
*THAT Council approve recommendation 4 of report item, "Lot 13 - Zoning Bylaw Amendment" which states:*

4. *THAT Council give first, second and third reading to Ucluelet Housing Agreement Bylaw No. 1270, 2020.*

CARRIED.

## 2020.043.REGULAR

**It was moved by Councillor McEwen and seconded by Councillor Hoar**  
*THAT Council approve recommendation 5 of report item, "Lot 13 - Zoning Bylaw Amendment" which states:*

5. *THAT, subject to public input, Council indicate support for Development Variance Permit No. 3090-20-DVP20-02 which would vary the following:*
  - a. *vary the Ucluelet Subdivision Control Bylaw No. 521, 1989, to allow development of a compact residential road and services within a 10m dedicated road right-of-way (instead of a 15m minimum road dedication) as proposed in the cross section by Park City Engineering Ltd. dated February 14, 2020; and,*
  - b. *for proposed Lots 1, 2 and 5, vary section R-5.6.2 of District of Ucluelet Zoning Bylaw No. 1160, 2013, to permit access to a parking space to be located between the front face of the principal building and the adjacent road*

CARRIED.

## 2020.044.REGULAR

**It was moved by Councillor McEwen and seconded by Councillor Hoar**  
*THAT Council approve recommendation 6 of report item, "Lot 13 - Zoning Bylaw Amendment" which states:*

6. *THAT Council defer further consideration and giving notice for public input on the requested Development Variance Permit until a later date.*

CARRIED.

## 2020.045.REGULAR

**It was moved by Councillor McEwen and seconded by Councillor Cole**  
*That Council approve recommendation 7 of report item, "Lot 13 - Zoning Bylaw Amendment" which states:*

7. *THAT Council indicate that final approval of the Zoning Amendment Bylaw would be subject to the applicant providing a registerable*

*copy of the "No Subdivision" Covenant executed by all owners and charge holders.*

CARRIED.

2020.046.REGULAR

**It was moved by Councillor Cole and seconded by Councillor McEwen**

*That Council approve recommendation 8 of report item, "Lot 13 - Zoning Bylaw Amendment" which states:*

8. *THAT Council indicate that it is prepared to authorize the following, once the "No Subdivision Covenant" has been registered on the title of Lot 13:*
  - a. *discharge of "No Build" covenant FB154873 currently registered on the title of Lot 13; and,*
  - b. *approval for the future modification of Master Development Agreement and Covenant EX125879, at the time the subdivision of Lot 13 is registered, to document that 33 affordable units have been created for future consideration and calculation of the development potential on other lands currently owned by Weyerhaeuser Company Ltd.*

CARRIED.

2020.047.REGULAR

**It was moved by Councillor Cole and seconded by Councillor Hoar**

*That Council approve recommendation 9 of report item, "Lot 13 - Zoning Bylaw Amendment" which states:*

9. *THAT Council indicate support to consider the following at the time that more detailed plans and studies are provided by the developer when applying for a Development Permit for the proposed 33-lot subdivision:*
  - a. *approval for the proposed greenspace buffer setback of 8m from the east property line of Lot 13 as it would apply to proposed lots 5 through 19, despite the terms of Restrictive Covenant FB154853 currently registered on title which stipulate a 10m greenspace buffer on that side, subject to submission of an acceptable replacement greenspace covenant with buffer specifications and maintenance restrictions for the future owners of the proposed lots; and,*
  - b. *approval to discharge Restrictive Covenant FB154877 from the title of Lot 13 which restricts development on site within the riparian areas defined next to streams "AB" and "AC", subject to submission of an acceptable rain water management plan for the quantity and quality of runoff discharged to the adjacent stream "1" from the proposed development on Lot 13.*

CARRIED.

2020.048.REGULAR

**It was moved by Councillor Cole and seconded by Councillor McEwen**

*That Council approve recommendation 10 of report item, "Lot 13 - Zoning Bylaw Amendment" which states:*

10. *THAT Council indicate the following additional information should be provided with a future Development Permit application for the proposed 33-lot subdivision:*
- a. *grading plans showing the existing and proposed site grades, limits of disturbance and proposed erosion protection measures during construction;*
  - b. *runoff calculations and detailed drainage design, with review and recommendation by a Qualified Environmental Professional on measures for protection water quality and habitat downstream;*
  - c. *servicing plans based on the site grading; and,*
  - d. *detailed landscape plans for road frontages, pathways and park spaces, including tree protection measures and proposed relocation measures for the existing gazebo adjacent to Marine Drive in the vicinity of proposed lots 4 and 5.*

CARRIED.

2020.049.REGULAR

**It was moved by Councillor Hoar and seconded by Councillor Cole**

*That Council approve recommendation 11 of report item, "Lot 13 - Zoning Bylaw Amendment" which states:*

11. *THAT Council indicate that it considers it to be in the public interest for the fencing and landscape screening along the Marine Drive frontage to be installed at the outset of the site servicing works for the proposed subdivision.*

CARRIED.

2020.050.REGULAR

**It was moved by Councillor Hoar and seconded by Councillor McEwen**

*That Council approve recommendation 12 of report item, "Lot 13 - Zoning Bylaw Amendment" which states:*

12. *THAT Council approve funding in the amount of \$320,000.00 to support the servicing and infrastructure of the development to reduce the cost of units to qualifying households, subject to the following:*
- a. *the funds being released to the developer once the 33-lot subdivision has been registered; and,*
  - b. *a mortgage charge being registered in favour of the District equal to \$14,545.45 in priority on the title of the 22*

*ownership lots, with the understanding that those mortgage charges will be discharged from each lot once an Occupancy Permit has been obtained for a dwelling unit on the lot.*

CARRIED.

2020.051.REGULAR

**It was moved by Councillor Hoar and seconded by Councillor Cole**

*That Council approve recommendation 13 of report item, "Lot 13 - Zoning Bylaw Amendment" which states: 13*

*13. . THAT Council authorize the District to enter into a Master Partnering Memorandum of Understanding for the development of Affordable Home Ownership Program (AHOP) units in the District of Ucluelet with the British Columbia Housing Management Commission (BC Housing).*

CARRIED.

**ASSIGNMENT OF MASTER DEVELOPMENT AGREEMENT** Appendix G

This Agreement is made effective April 29, 2020 ("**Effective Date**")

**AMONG:**

**WEYERHAEUSER COMPANY LIMITED**

(the "**Assignor**")

**AND**

**ACMC HOLDINGS LTD.**

(the "**Assignee**")

**AND**

**DISTRICT OF UCLUELET**

(the "**District**")

**WHEREAS:**

- A. The Assignor and the District have entered into a master development agreement dated for reference September 28, 2005 (together with any amendments thereto, the "**Master Development Agreement**");
- B. The Assignee has agreed to purchase a portion of the property covered by the Master Development Agreement being PID: 027-473-538, Lot 13 District Lot 283 Clayoquot District Plan VIP84686 ("**Lot 13**")
- C. The District is entering into this Agreement in order to give its consent in writing to the assignment of the Master Development Agreement with respect to Lot 13, in accordance with the terms of the Master Development Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of \$10 now paid by each of the parties to each of the others and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby covenant and agree with each other as follows:

1. Assumption

The Assignee hereby assumes and covenants and agrees with the Assignor that the Assignee will, from and after the Effective Date and during all of the balance of the term of the Master Development Agreement, perform the obligations, agreements and covenants on the part of the Assignor contained in the Master Development Agreement to be performed, insofar as they pertain to Lot 13, and to indemnify and save harmless

the Assignor therefrom and from all actions, suits, costs, losses, charges, damages and expenses for or in respect thereof.

2. Assignee's Covenants with District

The Assignee hereby covenants and agrees with the District that the Assignee will, from and after the Effective Date and during all of the residue of the term of the Master Development Agreement, perform the terms, covenants and conditions contained in the Master Development Agreement reserved and contained on the part of the Assignor therein to be observed and performed as and when the same are required to be observed and performed, insofar as they pertain to Lot 13, and to indemnify and save harmless the District from all actions, suits, costs, losses, charges, damages and expenses for or in respect of any such non-observance or non-performance.

3. Release of Lot 13

The parties hereto acknowledge and agree that if at any time hereafter, the District agrees that Lot 13 will no longer be subject to the Master Development Agreement, the Assignee will have no further obligations hereunder.

4. District's Release and Consent

The District consents to this assignment of the Master Development Agreement as of the Effective Date and acknowledges and agrees that the Developer is released from the obligations assumed by the Assignee hereunder, upon and subject to the following terms and conditions, that:

- (a) This consent does not derogate from the rights of the District under the Master Development Agreement nor operate to release the Assignor from the non-observance or non-performance of those terms, covenants and conditions in the Master Development Agreement on the part of the Assignor therein to be observed and performed that have not been assumed herein by the Assignee.
- (b) This consent does not constitute a waiver of the necessity for consent to any further assignment of the Master Development Agreement, which must be completed in accordance with the terms of the Master Development Agreement.
- (c) By giving its consent pursuant to this Agreement, the District does not hereby acknowledge or approve any of the terms of this assignment as between the Assignor and Assignee, except for the assignment of the Master Development Agreement and the Assignee's indemnity to the District per clause 2.

5. Acknowledgment

The Assignee acknowledges that it has received a copy of the executed Master Development Agreement and is familiar with the obligation, agreements and covenants contained therein.

6. Binding

This Agreement shall enure to the benefit of the District and shall be binding upon each of the other parties and each of their permitted successors and assigns, respectively.

7. Time of the Essence

Time shall be of the essence of this Agreement and of all the transactions contemplated in it.

8. Counterparts

This Agreement may be executed by the parties hereto in as many counterparts as may be necessary, and each such agreement so executed will be deemed to be an original and, provided that all of the parties have executed a counterpart, such counterparts together will constitute a valid and binding agreement, and notwithstanding the date of execution will be deemed to bear the date as set forth below. Such executed copy may be transmitted by telecopy, facsimile or other electronic method of transmission, and the reproduction of signatures by facsimile or other electronic method of transmission will be treated as binding as if originals.

***[Signature Pages Follow]***



IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first set out above.

**WEYERHAEUSER COMPANY LIMITED**

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

**ACMC HOLDINGS LTD.**

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

**DISTRICT OF UCLUELET**

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

**TERMS OF INSTRUMENT – PART 2**

Appendix H

**COVENANT MODIFICATION AGREEMENT**

THIS AGREEMENT dated for reference \_\_\_\_\_, 2020 is

BETWEEN:

**WEYERHAEUSER COMPANY LTD. INC. NO. A91273**

500 – 925 West Georgia Street  
Vancouver, BC V6C 3L2

(the “Grantor”)

AND:

**DISTRICT OF UCLUELET**

Box 999  
200 Main Street  
Ucluelet BC V0R 3A0

(the “Grantee”)

GIVEN THAT:

- A. The Grantor is the registered owner of the lands located in the District of Ucluelet and more particularly described as legally described in the General Instrument – Part 1 (*Land Title Act* Form C) attached to and forming part of this Agreement (“the Lands”);
- B. The Grantor granted a covenant to the Grantee, registered against title to the Lands under charge number EX125879, and modified by charge numbers FB49737 And FB39221 all pursuant to section 219 of the *Land Title Act* (the “MDA Covenant”);
- C. Schedule A to the MDA Covenant is an agreement governing the use and development of the Lands (the “Master Development Agreement”) and in particular, by incorporating the Master Development Agreement, the MDA Covenant makes certain forms of residential and resort development on the Lands conditional upon the provision of affordable housing on the Lands;
- D. To satisfy its obligation to provide affordable housing on the Lands the Grantor has agreed to grant to the Grantee, concurrent with any further subdivision of Lot 13, District Lot 283, Clayoquot District, Plan VIP84686, Housing Agreements for rental and ownership affordable housing on the 33 lots into which Lot 13 is proposed to be subdivided (the “Lot 13 Covenant”); and,
- E. In exchange for the granting of the Lot 13 Covenant the Grantee has agreed to modify the MDA covenant as set out in this agreement;

THIS AGREEMENT is evidence that in consideration of the payment of \$10.00 from the District to the Owner and other good and valuable consideration (the receipt and sufficiency of which the Owner acknowledges), the Owner covenants and agrees with the District under section 219 of the *Land Title Act* as follows:

1. Part 7 of Schedule A to the MDA Covenant is modified as set out in the Master Development Agreement amendment attached to this Agreement as Appendix 1.
2. Except as expressly modified herein, the MDA Covenant will remain in full force and effect.
3. This Agreement shall run with the Lands.
4. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
5. This Agreement may be executed in counterparts.

As evidence of their agreement to be bound by this Agreement, the parties have executed the General Instrument – Part 1 (*Land Title Act* Form C) attached to and forming part of this Agreement.

**Appendix 1 to MDA Covenant Modification**

**MASTER DEVELOPMENT AGREEMENT AMENDING AGREEMENT**

This Amendment is made effective \_\_\_\_\_, 2020

**AMONG:**

**DISTRICT OF UCLUELET**

(the "**District**")

**AND**

**WEYERHAEUSER COMPANY LIMITED**

(the "**Developer**")

**WHEREAS:**

- A. The parties hereto are parties to the Master Development Agreement dated for reference September 28, 2005 (the "**Master Development Agreement**");
- B. The parties wish to amend the terms of the Master Development Agreement as set out herein.

NOW THEREFORE in consideration of the premises and agreements contained in this Amending Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree with each other as follows:

- 1. All references in this Amending Agreement to a designated Article, Section, paragraph, or other subdivision, or to a Schedule, are to the designated Article, Section, subsection, paragraph or other subdivision of or Schedule to the Master Development Agreement, and capitalized terms, not defined herein shall have the meaning given in the Master Development Agreement, unless otherwise specifically stated.
- 2. The Master Development Agreement is amended by inserting the following new Section after Section 7.5:

"7.5A Notwithstanding any requirement relating to Affordable Housing units set out in this Part 7, or in any other provision of this Master Development Agreement, the District hereby covenants and agrees that with the April \_\_\_\_, 2020 rezoning of PID: 027-473-538, Lot 13 District Lot 283 Clayoquot District Plan VIP84686 ("**Lot 13**") by the District

and the concurrent granting by the Developer of a Section 219 Covenant and related charges against Lot 13 registered under land title registration numbers CA\_\_\_\_\_ to CA\_\_\_\_\_, the Developer is hereby deemed to have provided 33 Affordable Housing units, and is released from any further obligations with relating to those 33 Affordable Housing units.

3. This Amending Agreement may be executed by the parties hereto in as many counterparts as may be necessary, and each such agreement so executed will be deemed to be an original and, provided that all of the parties have executed a counterpart, such counterparts together will constitute a valid and binding agreement, and notwithstanding the date of execution will be deemed to bear the date as set forth below. Such executed copy may be transmitted by telecopy, facsimile or other electronic method of transmission, and the reproduction of signatures by facsimile or other electronic method of transmission will be treated as binding as if originals.

***[Signature Pages Follow]***

IN WITNESS WHEREOF the parties hereto have executed this Amending Agreement as of the date first set out above.

**DISTRICT OF UCLUELET**

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

**WEYERHAEUSER COMPANY LIMITED**

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



## STAFF REPORT TO COUNCIL

Council Meeting: APRIL 28, 2020  
500 Matterson Drive, Ucluelet, BC V0R 3A0

**FROM:** DONNA MONTEITH, DIRECTOR OF FINANCE

**FILE NO:** 1700-02

**SUBJECT:** FIVE YEAR FINANCIAL PLAN AND TAX RATES BYLAWS

**REPORT NO:** 20-33

**ATTACHMENT(S):** APPENDIX A – UCLUELET 2020-2024 FINANCIAL PLAN BYLAW NO. 1274, 2020  
APPENDIX B – UCLUELET ANNUAL TAX RATES BYLAW NO. 1275, 2020  
APPENDIX C – 2020 BUDGET PLANNING - DRAFT 2020 FINANCIAL PLAN – REVISED -  
PRESENTATION

### **RECOMMENDATION(S):**

1. **THAT** the “District of Ucluelet 2020–2024 Financial Plan Bylaw No. 1274, 2020” be given first reading.
2. **THAT** the “District of Ucluelet 2020–2024 Financial Plan Bylaw No. 1274, 2020” be given second reading.
3. **THAT** the “District of Ucluelet Annual Tax Rates Bylaw No. 1275, 2020” be given first reading.
4. **THAT** the “District of Ucluelet Annual Tax Rates Bylaw No. 1275, 2020” be given second reading.

### **PURPOSE/DESIRED OUTCOME:**

Staff recommend Council give first and second readings; firstly, for the 2020-2024 Financial Plan Bylaw No. 1274, 2020, and subsequently the Annual Tax Rate Bylaw No. 1275, 2020.

### **BACKGROUND:**

#### **Five Year Financial Plan Bylaw**

Section 165 of the *Community Charter* states:

*165 (1) A municipality must have a financial plan that is adopted annually, by bylaw, before the annual property tax bylaw is adopted.*

The financial planning period is five years and must set out the objectives and policies of the municipality in relation to each of the funding sources, the distribution of property tax values for each of the classes that are subject to tax, and the use of permissive tax exemptions.

The Financial plan must also set out the proposed expenditures, funding sources and transfers between funds. The proposed expenditures must have separate amounts for principal and interest on municipal debt, capital additions, and any amounts required for deficiencies from one year to another.

In addition, the Financial plan must set out separate funding sources for; property taxes, parcel taxes, fees, borrowing, and all other sources. Transfers between funds must set out separate amounts for each reserve fund and accumulated surplus.

If actual expenditures and transfers to other funds for a year exceed actual revenues and transfers from other funds for the year, the deficiency must be included in the next year's financial plan as an expenditure in that year.

Further, under Section 166 of the *Community Charter*, a council must undertake a process of public consultation regarding the proposed financial plan before the bylaw can be adopted. Public consultation occurred throughout the budget process beginning in December 2019. This included Special Meetings December 12, 2019; January 23, 2020; February 20, 2020; March 12, 2020. All presentations to date are accessible on the District's website. As well, formal online feedback will take place from April 29, 2020 to May 7, 2020. The written feedback submissions will be provided to Council at the May 12, 2020 Regular Meeting.

### **Tax Rates Bylaw**

Section 197 of the *Community Charter* states:

- 197 (1) Each year, after adoption of the financial plan but before May 15, a council must, by bylaw, impose property value taxes for the year by establishing tax rates for*
- (a) the municipal revenue proposed to be raised for the year from property value taxes, as provided in the financial plan, and*
  - (b) the amounts to be collected for the year by means of rates established by the municipality to meet its taxing obligations in relation to another local government or other public body.*

The required tax levy for the District is established by the Financial Plan Bylaw. The levy amount is applied to the revised assessment roll to determine how the levy will be allocated to property owners by property class and assessed value. The revised roll was issued in March 2020 and incorporates any assessment appeals that have been resolved since January 2020.

Property owners should note a variety of factors influence the assessment values on which final tax rates are based and the impact on individual properties will vary.

The same allocation process and calculation is used to allocate the dollar values levied by the Regional and Hospital Districts, and the Library. Other jurisdictions levy by issuing the rates directly. These are not included in this bylaw as they have already been established under provincial legislation. They include the School Tax, Policing, Municipal Finance Authority, and BC Assessment.

### **TIME REQUIREMENTS – STAFF & ELECTED OFFICIALS:**

In accordance with the *Community Charter*, a municipality must annually adopt their financial plan and tax rates bylaw by May 15 of each year.

### **FINANCIAL IMPACTS:**

It is important to note that the 2020 budget presented in Council on March 12, 2020 has been revised due to the impacts of the COVID-19 pandemic. This revised plan was designed to assist in supporting both residents and businesses in Ucluelet by providing no fee Business Licenses and a 0% increase to general municipal property taxes in the 2020 year. As well, expected revenue losses and subsequent reductions in some services have been calculated. Prior year surpluses and reserves are



intended to fund these losses. Should the need arise the financial plan may be amended under Section 165 (2) of the *Community Charter*.

The proposed 2020-2024 Financial Plan Bylaw No. 1274, 2020 and Annual Tax Rates Bylaw No. 1275, 2020 would replace the current Financial Plan and Tax Rates bylaws from 2019.

**POLICY OR LEGISLATIVE IMPACTS:**

The 2020-2024 Financial Plan Bylaw and the Annual Tax Rates Bylaw complete the Financial Plan process for 2020, and enable the District of Ucluelet to meet the obligation of levying and collecting taxes for other bodies.

**OPTIONS REVIEW:**

1. **THAT** the “District of Ucluelet 2020–2024 Financial Plan Bylaw No. 1274, 2020” be given first reading. **(Recommended)**
2. **THAT** the “District of Ucluelet 2020–2024 Financial Plan Bylaw No. 1274, 2020” be given second reading. **(Recommended)**
3. **THAT** the “District of Ucluelet Annual Tax Rates Bylaw No. 1275, 2020” be given first reading. **(Recommended)**
4. **THAT** the “District of Ucluelet Annual Tax Rates Bylaw No. 1275, 2020” be given second reading. **(Recommended)**
5. **THAT** Council provide alternate direction to staff.

**Respectfully submitted:** Donna Monteith, Director of Finance

**DISTRICT OF UCLUELET****Bylaw No. 1274, 2020**

A Bylaw to Adopt the Five-Year Financial Plan  
For the Period 2020 to 2024 inclusive

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**WHEREAS** Section 165 of the *Community Charter* requires a Municipality to annually prepare and adopt a financial plan, by bylaw, in each year; and

**WHEREAS** expenditures not provided for in the financial plan or the financial plan as amended, are not lawful except in the event of an emergency;

**THEREFORE** the Council of the District of Ucluelet, in open meeting assembled, enacts as follows:

**1. Citation**

This bylaw may be cited for all purposes as the “**District of Ucluelet 2020 – 2024 Financial Plan Bylaw No. 1274, 2020**”.

**2. Objectives and Policies**

Schedule “A” attached to and forming part of this bylaw, sets out the objective and polices for the period January 1, 2020 to December 31, 2024.

**3. Consultation**

Pursuant Section 166 of the *Community Charter*, public consultation occurred throughout the budget process beginning in December 2019. As well, online feedback took place from April 29, 2020 to May 7, 2020.

**4. Repeal**

The District of Ucluelet 2019 – 2023 Financial Plan Bylaw No. 1245, 2019 is repealed.

**READ A FIRST TIME** this \_\_\_ day of \_\_\_\_\_, 2020.

**READ A SECOND TIME** this \_\_\_ day of \_\_\_\_\_, 2020.

**READ A THIRD TIME** this \_\_\_ day of \_\_\_\_\_, 2020.

**ADOPTED** this \_\_\_ day of \_\_\_\_\_, 2020.

**CERTIFIED CORRECT:** "District of Ucluelet 2020 – 2024 Financial Plan Bylaw No. 1274, 2020"

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Mayco Noël  
Mayor

---

Mark Boysen  
Corporate Officer

**THE CORPORATE SEAL** of the  
District of Ucluelet was hereto  
affixed in the presence of:

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Mark Boysen  
Corporate Officer

**Schedule “A”**  
**“District of Ucluelet 2020 – 2024 Financial Plan Bylaw No. 1274, 2020”**

**Statement of Objectives and Policies:**

In accordance with Section 165(3.1) of the *Community Charter*, municipalities are required to include in the Five Year Financial Plan, objectives and policies regarding each of the following:

- 1) For each of the funding sources described in Section 165(7) of the *Community Charter*, the proportion of total revenue that is proposed to come from that funding source;
- 2) The distribution of property value taxes among the property classes that may be subject to taxes; and
- 3) The use of permissive tax exemptions.

The current financial plan provides for \$10,033,744 to be generated for the 2020 year.

**Revenue Objectives**

- a) The District will review fees and charges regularly to maximize recovery of the cost of service delivery;
- b) The District will actively pursue alternative revenue sources to help minimize property taxes;
- c) The District will consider market rates and charges levied by other public and private organizations for similar services in establishing rates, fees and charges;
- d) The District will establish cost recovery policies for fee-supported services, and these policies will consider whether the benefits received from the service are public and/or private;
- e) The District will establish cost recovery policies for the services provided for other levels of government;
- f) General Revenues will not be dedicated for specific purposes, unless required by law or generally accepted accounting practices (GAAP); and
- g) The District will develop and pursue new and creative partnerships with government, community institutions (schools, churches), and community groups as well as private and non-profit organizations to reduce costs and enhance service to the community.

	2020	Percent of Total
<b>REVENUE</b>		
Property Taxes	\$3,013,256	30.03%
1% Utility Taxes	44,810	0.45%
Federal/Provincial in place of taxes	50,000	0.50%
Taxes	3,108,066	30.98%
Sale of services	632,957	6.31%
Penalties and Interest earned	85,360	0.85%
Grants and donations	1,412,060	14.07%
Deferred revenues recognized (DCC, Other)	441,111	4.40%
Water sale of services	736,300	7.34%
Sewer sale of services	589,500	5.88%
Transfers	3,028,390	30.18%
<b>Total Revenue</b>	<b>10,033,744</b>	<b>100.00%</b>

### Surplus Funds Objective

The *Community Charter* does not allow municipalities to plan for an operating deficit (i.e. where expenditures exceed revenues). To ensure this situation does not occur, revenue projections are conservative and authorized expenditures will be closely monitored. The combination of conservative revenue projections and controlled expenditures should produce a modest annual operating surplus.

### Use of Surplus Funds

- a) Council will review options and provide direction regarding the allocation of any operating surplus prior to completion of the budget process for the following year.
- b) To ensure that Accumulated Surplus is not excessive, the balance in the accumulated surplus account should not exceed a specific amount or guideline. The recommended guideline is that Accumulated Surplus should not exceed 10% of the net operating budget.
- c) Accumulated Surplus funds above the 10% guideline shall be used to:
  - i. Fund capital expenditures or to increase reserves;
  - ii. Pay off capital debt, including internal borrowings;
  - iii. Stabilize District property tax and utility rate increases;
  - iv. Fund other items as Council deems appropriate.
- d) Staff will facilitate Council's review of the amount of Accumulated Surplus funds available on an annual basis.

### Debt Objective

- a) One-time capital improvements and unusual equipment purchases;
- b) When the useful life of the capital project will exceed the term of financing;
- c) Major equipment purchases;

- d) The maximum borrowing amount to be limited to what is allowed under the *Community Charter*; and
- e) Reserves are to be considered as a funding source before debt.

### **Reserve Funds Objective**

- a) Provide sources of funds for future capital expenditures;
- b) Provide a source of funding for areas of expenditure that fluctuate significantly from year to year (equipment replacement, special building maintenance, etc.);
- c) Protect the District from uncontrollable or unexpected increases in expenditures or unforeseen reductions in revenues, or a combination of the two;
- d) Provide for working capital to ensure sufficient cash flow to meet the District's needs throughout the year; and
- e) Staff will facilitate Council's review of the amount of reserve funds available on an annual basis.

### **Proportion of Taxes Allocated to Classes Objective**

Council's goal is to ensure that there is a fair and equitable apportionment of taxes to each property class. The apportionment to each class is calculated using the multipliers determined by Council prior to preparing the annual tax rate bylaw. The tax multipliers will be reviewed and set by Council annually.


### **Permissive Tax Exemptions Objective**

The District of Ucluelet Council reviews and passes a permissive exemption bylaw to exempt certain properties from property tax in accordance with guidelines set out under Sections 220 and 224 of the *Community Charter*. Although there is no legal obligation, Council may choose to grant exemptions as a method of recognizing organizations within our community which enhance the quality of life for community residents.

The permissive exemptions are evaluated with consideration to minimizing the tax burden to be shifted to the general taxpayer.

### **Development Cost Charges Objective**

Development cost charges will be used to help fund capital projects deemed to be required in whole or in part due to development in the community. These charges will be set by a bylaw and reviewed regularly as outlined in the bylaw to ensure that the project estimates remain reasonable and the development costs charged are aligned with the strategic goals of Council.

 <b>DISTRICT OF UCLUELET</b> <b>FINANCIAL PLAN 2020-2024</b> <b>BYLAW NO. 1274, 2020</b> <b>SCHEDULE A - DRAFT</b>					
	2020	2021	2022	2023	2024
<b>REVENUE</b>					
Property Taxes	\$3,013,256	\$3,190,669	\$3,286,389	\$3,384,981	\$3,452,681
1% Utility Taxes	44,810	44,385	44,385	44,385	44,385
Federal/Provincial in place of taxes	50,000	50,000	50,000	50,000	50,000
Taxes	3,108,066	3,285,054	3,380,774	3,479,366	3,547,066
Sale of services	632,957	961,785	913,990	932,090	943,630
Penalties and Interest earned	85,360	85,360	85,360	85,360	85,360
Grants and donations	1,412,060	2,778,354	2,287,884	2,614,203	2,746,197
Deferred revenues recognized (DCC, Other)	441,111	63,000	-	-	-
Water sale of services	736,300	747,655	742,300	744,400	752,631
Sewer sale of services	589,500	642,518	648,831	654,007	659,287
Transfers	3,028,390	2,463,826	2,640,015	1,479,862	1,648,708
<b>Total Revenue</b>	<b>10,033,744</b>	<b>11,027,552</b>	<b>10,699,154</b>	<b>9,989,288</b>	<b>10,382,879</b>
<b>EXPENSE</b>					
Interest payments	96,717	163,069	162,387	161,694	160,991
Amortization expenses	1,157,665	1,157,665	1,157,665	1,157,665	1,157,665
General Government	1,352,958	1,386,900	1,432,503	1,427,596	1,452,426
Protective services	346,130	329,561	339,920	345,626	346,193
Planning & Development	675,632	691,443	651,130	748,358	766,909
Transportation services	915,139	930,109	959,651	983,627	996,237
Environmental health (Garbage/recycling))	10,000	10,000	10,000	10,000	10,000
Cemetery	9,300	9,442	9,581	9,800	9,800
Recreation and cultural services	1,379,594	1,625,331	1,640,258	1,631,403	1,664,607
Water operations	912,213	833,237	928,380	1,063,894	899,322
Sewer operations	605,298	597,687	557,206	567,938	593,339
<b>Total Expense</b>	<b>7,460,646</b>	<b>7,734,445</b>	<b>7,848,682</b>	<b>8,107,601</b>	<b>8,057,489</b>
<b>ADD</b>					
Amortization	1,157,665	1,157,665	1,157,665	1,157,665	1,157,665
<b>Total Additions</b>	<b>1,157,665</b>	<b>1,157,665</b>	<b>1,157,665</b>	<b>1,157,665</b>	<b>1,157,665</b>
<b>DEDUCT</b>					
Principal payments debt	94,756	170,556	171,238	171,931	172,634
Transfers to Reserves	549,206	192,000	212,000	240,421	240,421
Acquisitions of tangible capital assets	3,086,801	4,088,216	3,624,900	2,627,000	3,070,000
<b>Total Deductions</b>	<b>3,730,763</b>	<b>4,450,772</b>	<b>4,008,138</b>	<b>3,039,352</b>	<b>3,483,055</b>
<b>Financial Plan Balance: Surplus (Deficit)</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$0)</b>	<b>\$0</b>	<b>\$0</b>

**DISTRICT OF UCLUELET**  
**Bylaw No. 1275, 2020**

A Bylaw for the Levying of Taxation Rates for Municipal, Debt, Regional Library,  
Regional Hospital, and Regional District Purposes for the year 2020

---

**WHEREAS** Section 197 of the *Community Charter* requires that a Council must adopt a bylaw to impose rates on all taxable land and improvements for the current year;

**NOW THEREFORE** the Council of the District of Ucluelet, in open meeting assembled, enacts as follows:

**Title**

1. This bylaw may be cited for all purposes as "**District of Ucluelet Annual Tax Rates Bylaw No. 1275, 2020**".

**Enactment**

2. The following taxes rates are hereby imposed and levied for the year 2020:
  - I. General Municipal Purposes - For all lawful General Municipal purposes of the municipality on the value of land and improvements taxable for general municipal purposes, rates appearing in Column I of Schedule "A" attached hereto and forming a part of this bylaw.
  - II. Regional District Purposes - For purposes of the Regional District of Alberni-Clayoquot on the value of land and improvements taxable for regional district purposes, rates appearing in Column II of Schedule "A" attached hereto and forming a part of this bylaw.
  - III. Regional Hospital District - For Hospital purposes on the value of land and improvements taxable for regional hospital district purposes, rates appearing in Column III of Schedule "A" attached hereto and forming a part of this bylaw.
  - IV. Library - For Library purposes on the value of land and improvements taxable for regional library purposes, rates appearing in Column IV of Schedule "A", attached hereto and forming a part of this bylaw.



**Effective Date**

- 3. The aforementioned rates and taxes shall be considered to have been imposed on and from the first day of January 2020.

**Terms of Payment and Penalties**

- 4. The aforementioned rates and taxes shall be due and payable on July 2, 2020 at the municipal office of the District of Ucluelet, at Ucluelet in the Province of British Columbia.
- 5. There shall be added to the unpaid taxes levied for the year 2020, in respect of each parcel of land and improvements thereon on the real property tax roll, ten percent (10%) of the amount unpaid as of the first day of October 2020.

**READ A FIRST TIME** this \_\_\_\_ day of \_\_\_\_\_, 2020.

**READ A SECOND TIME** this \_\_\_\_ day of \_\_\_\_\_, 2020.

**READ A THIRD TIME** this \_\_\_\_ day of \_\_\_\_\_, 2020.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2020.

**CERTIFIED CORRECT;** " District of Ucluelet Annual Tax Rates Bylaw No. 1275, 2020".

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Mayco Noël  
Mayor

---

Mark Boysen  
Corporate Officer

**THE CORPORATE SEAL** of the District Of Ucluelet was hereto affixed in the presence of:

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Mark Boysen  
Corporate Officer

**Schedule "A"**  
**"District of Ucluelet Annual Tax Rates Bylaw No. 1275, 2020"**

		<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>
<b>Class</b>	<b>Class Name</b>	<b>General Municipal</b>	<b>Regional District of Alberni Clayquot</b>	<b>Regional Hospital District</b>	<b>Library</b>
1	Residential	3.2873	0.4410	0.2039	0.1309
2	Utilities	38.4072	1.5435	0.7137	1.5928
3	Supportive Housing	3.28739	0.4410	0.2039	0.0000
4	Major Industry	0.0000	1.4994	0.6933	0.0000
5	Light Industry	10.1870	1.4994	0.6933	0.4057
6	Commercial	10.4200	1.0805	0.4996	0.4150
7	Managed Forest Lands	0.0000	1.3230	0.6117	0.0000
8	Recreational	10.7871	0.4410	0.2039	0.4295
9	Farm	3.2873	0.4410	0.2039	0.0000

# DISTRICT OF UCLUELET

## 2020 BUDGET PLANNING DRAFT 2020 FINANCIAL PLAN **REVISED** APRIL 28, 2020



**District of Ucluelet Five-Year Financial Plan (2020 – 2024)**  
**Meeting Schedule**

**December 12, 2019, Wednesday, 2 – 5pm**

**January 23, 2020, Wednesday, 2 – 5pm**

**February 20, 2020, Wednesday, 2 – 5pm**

**March 12, 2020, Wednesday, 2 – 5pm**

**Draft Budget Complete REVISED**

**April 28, 2020, Tuesday, Regular Council Meeting**

- Five Year Financial Plan Bylaw - 1<sup>st</sup>, 2<sup>nd</sup> Reading
- Tax Rates Bylaw - 1<sup>st</sup>, 2<sup>nd</sup> Reading

**April 29, 2020, 5pm – May 7, 2020**

- Online Public Open House Comment Period

**May 12, 2020, Tuesday, Regular Council Meeting**

- Five Year Financial Plan Bylaw – 3<sup>rd</sup> Reading & Adoption
- Tax Rates Bylaw – 3<sup>rd</sup> Reading & Adoption

**NOTE: Bylaw's MUST be adopted prior to May 15, 2020**



## Summary of Draft Schedule A

	2020	2019
Revenue	\$10,033,744	\$8,013,953
Expenses	\$7,460,646	\$6,872,740
Add (Amortization)	\$1,157,665	\$1,146,000
Deduct	\$3,730,763	\$2,287,213
Financial Plan Balance	\$0	\$0

### Covid-19 Revisions

Revenue decreased by \$941,018

Expenses decrease by \$430,762

Transfers to Reserves and Capital Additions decreased by \$1,142,563



## Proposed Changes

**0% general municipal property tax increase proposed for 2020**  
**No fee Business Licenses for 2020**

### **Operational Reductions**

- Several new hires postponed including new Director position
- Some existing vacant positions on hold
- No transfers to reserves in Fire, Planning, Parks
- Facility closures and multiple reductions in Recreation
- Various reductions across all departments

### **Capital and Special Project Reductions (tax funded):**

- Some 2020 projects have been reallocated into 2021/2022 including:
- Cemetery upgrade
- Various reviews of larger bylaws requiring outside consulting
- Firehall Renovations

### **Capital Projects (funded by other sources)**

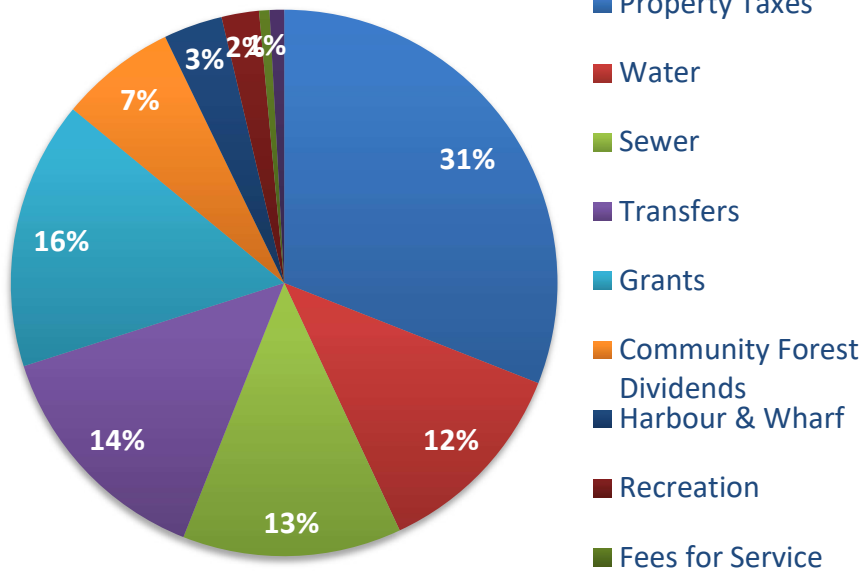
- Many split between 2020/2021 due to potential lack of capacity
- Added Lighthouse Keepers house and land improvements for 2020/2021 due to possible grant funding



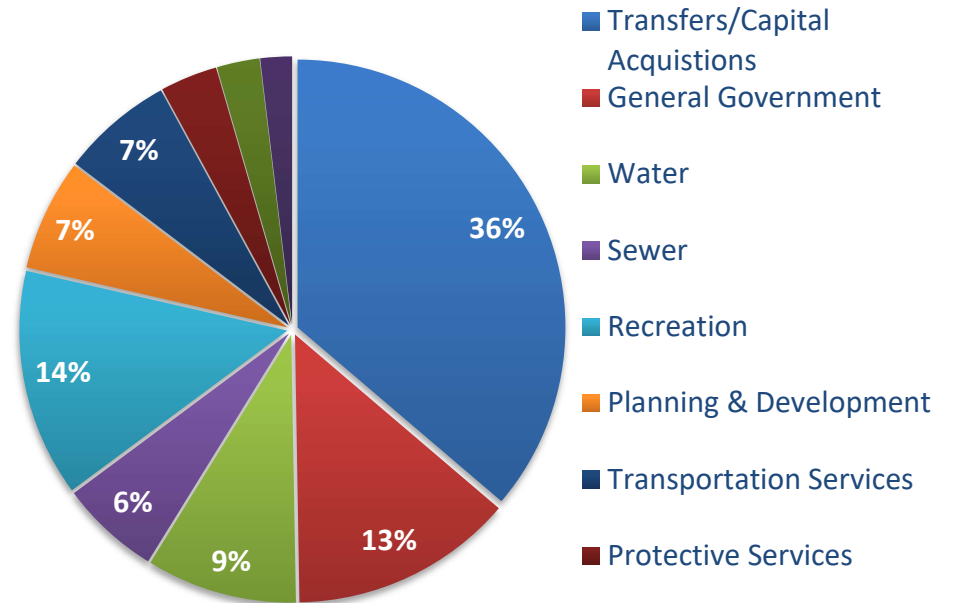
# 2020 REVENUES & EXPENDITURES

2020 District Budget: ~10 Million

## Where do our dollars come from?



## How are our dollars spent?



# POTENTIAL PROPERTY TAX IMPACT

Municipal property taxes for a representative property	2020 Average Market Value Assessment	2020 Average Property Tax Levy	2020 property tax increase on representative property	
Residential Single Family	\$ 448,210	\$ 1,473.40	\$ .40	0.03%
Business	\$ 265,569	\$ 2,767.23	\$ .23	0.01%







## STAFF REPORT TO COUNCIL

Council Meeting: April 28, 2020  
500 Matterson Drive, Ucluelet, BC V0R 3A0

**FROM:** RICK GEDDES, FIRE CHIEF

**FILE NO:** 3900-25 SUPPORT

**SUBJECT:** FIRE SAFETY INSPECTION DRAFT BYLAW PROPOSAL

**REPORT NO:** 20-31

**ATTACHMENT(S):** DISTRICT OF UCLUELET FIRE SAFETY INSPECTION BYLAW NO. 1265, 2020

### **RECOMMENDATION(S):**

1. **THAT** the “District of Ucluelet Fire Safety Inspection Bylaw No. 1265, 2020” be given first reading.
2. **THAT** the “District of Ucluelet Fire Safety Inspection Bylaw No. 1265, 2020” be given second reading.
3. **THAT** the “District of Ucluelet Fire Safety Inspection Bylaw No. 1265, 2020” be given third reading.

### **PURPOSE:**

The purpose of this report is to present information on the “District of Ucluelet Fire Safety Inspection Bylaw” to Council, along with the draft bylaw for first, second, and third reading.

### **BACKGROUND:**

Section 26 of the British Columbia *Fire Services Act (1996)* states that, “A municipal council must provide for a regular system of inspection of hotels and public buildings in the municipality”. The British Columbia *Fire Services Act* defines a public building as, “A factory, warehouse, store, mill, school, hospital, theater, public hall, office building and any building other than a private dwelling house”.

While the District has provided sporadic Fire Safety Inspections in the past, there has not been a regular system of inspections in place. Adoption of this bylaw will bring the District of Ucluelet into compliance with the *Fire Services Act*. The need for compliance was one of the major factors in the hiring of a fulltime Fire Chief who is also a certified / qualified Fire Inspector.

### **TIME REQUIREMENTS – STAFF & ELECTED OFFICIALS:**

The proposed bylaw will require staff time of approximately ten to twelve hours per week on an ongoing basis.

### **FINANCIAL IMPACTS:**

Financial impacts resulting from adoption of this proposed bylaw include the Fire Chief / Fire Inspector’s administrative time, and Administrative Assistant time. Records management system

costs for the Fire Safety Inspection Program are accounted for in the Fire Department's provisional 2020 operational budget.

**POLICY OR LEGISLATIVE IMPACT:**

Adoption of this bylaw will allow the District of Ucluelet to operate in compliance with Provincial regulations such as *The British Columbia Fire Services Act* and the *British Columbia Fire Code*.

**OPTIONS REVIEW:**

1. **THAT** the "District of Ucluelet Fire Safety Inspection Bylaw No. 1265, 2020" be given first reading. **(Recommended)**
2. **THAT** the "District of Ucluelet Fire Safety Inspection Bylaw No. 1265, 2020" be given second reading. **(Recommended)**
3. **THAT** the "District of Ucluelet Fire Safety Inspection Bylaw No. 1265, 2020" be given third reading. **(Recommended)**
4. **THAT** Council provide alternate direction to staff.

**Respectfully submitted:** Rick Geddes, Fire Chief

## Appendix A

**DISTRICT OF UCLUELET****Bylaw No. 1265, 2020**

A bylaw for a regular system of fire safety inspections for the District of Ucluelet and fire service agreement areas.

**WHEREAS** the *Fire Service Act* requires a municipal council to provide a regular system of inspection of hotels and public buildings in the municipality;

**NOW THEREFORE** the Council of the District of Ucluelet, in open meeting assembled, enacts as follows:

**1. Citation**

- 1.1. This Bylaw may be cited as the “District of Ucluelet Fire Safety Inspection Bylaw No. 1265, 2020.”

**2. Schedules**

- 2.1. The following schedules are attached to and form part of this Bylaw:
- (a) Schedule A – Fines; and
  - (b) Schedule B – Fees.

**2. Related Legislation**

- 2.1. The *British Columbia Fire Code* and *British Columbia Fire Services Act* and all amendments thereto are deemed to be in effect within the District of Ucluelet, in conjunction with this Bylaw.

**3. Definitions**

In this Bylaw, unless the context otherwise requires:

- 3.1. “Combustible Liquid” means a liquid having a flash point at or above 37.8° C and below 93.3° C.
- 3.2. “Combustible Materials” means any material that can combust (burn) in air.

- 3.3. “Exit” means that part of a means of exit, including doorways, that leads from the floor area it serves to a separate building, an open public thoroughfare, or an exterior open space protected from fire exposure from the building and having access to an open public thoroughfare.
- 3.4. “False Alarm” means the activation of a fire alarm resulting in the direct or indirect notification of the Fire Department to attend the address of the fire alarm system, where there is in fact no incident at that address.
- 3.5. “Fire Alarm System” means multiple fire alarm devices working together to detect and warn people through visual or audio appliances when smoke, fire, carbon monoxide or other emergencies are present.
- 3.6. “Fire Chief” means the member appointed by the Chief Administrative Officer, as head of the Fire department.
- 3.7. “Fire Code” means the *British Columbia Fire Code as amended from time to time* or enacted under the *Fire Services Act*.
- 3.8. “Fire Department” means the Ucluelet Volunteer Fire Brigade.
- 3.9. “Fire Inspector” means the Fire Chief or a member of the UVFB who has been appointed by the Fire Chief, to perform fire safety inspections.
- 3.10. “Fire Separation” means a construction assembly that acts as a barrier against the spread of fire and smoke.
- 3.11. “Flammable Liquid” means a liquid having a flash point below 37.8° and having a vapour pressure not more than 275.8 kPa at 37.8°.
- 3.12. “Hazardous Process” means any operation that involves a risk from explosion, high flammability or related conditions that create a hazard to life safety.
- 3.13. “Occupant” means an agent, lessee, or licensee or any person in charge of a building or premise to which the *Fire Code* applies.
- 3.14. “Private Hydrant” means a fire hydrant that is on private property.
- 3.15. “Public Building” means any warehouse, factory, store, mill, school, hospital, theatre, public hall, office building and any building other than a private dwelling house.

- 3.16. “Sprinkler System” means all equipment forming part of or used in connection with a fire sprinkler system, including without limitation, all heads, valves piping, switches, sensors, relay equipment, and other accessories.
- 3.17. “UVFB” means the Ucluelet Volunteer Fire Brigade, which primarily operates in the Fire Protection Service Area known as the District of Ucluelet.

#### **4. Administration**

- 4.1. Fire safety inspections will be scheduled with the business owner or Occupant and will generally take place during normal business hours.
- 4.2. Notwithstanding Section 4.1, the Fire Inspector may enter, at all reasonable times, upon any real property for the purpose of administering or enforcement of this bylaw.
- 4.3. No person will prevent, obstruct, or attempt to prevent or obstruct the entry of the Fire Inspector while acting in the conduct of administering or enforcing this bylaw.

#### **5. Fire Safety Inspection Process**

- 5.1. The fire safety inspection process, including frequency of inspections, is detailed in the UVFB Operational Guidelines, as amended from time to time.

#### **6. Assistance in Inspection**

- 6.1. The owner or Occupant or representative of a building or property will, upon request, assist the Fire Inspector in carrying out the fire safety inspection.

#### **7. Fees for Inspection**

- 7.1. An owner or Occupant who requests a Fire Safety Inspection that is not a regular scheduled inspection will be subject to fees specified in Schedule B.
- 7.2. If any fire safety or *Fire Code* deficiencies are noted during the inspection process, the owner or Occupant will be charged a re-inspection fee as specified in Schedule B.
- 7.3. Outstanding inspection fees will be applied to the property’s municipal tax notice.

## 8. Issuance of Order to Comply

- 8.1. An issuance of Order to Comply will be in writing and will be directed to either the owner or Occupant of the building or property.
- 8.2. An Order to Comply will be sufficiently served if:
  - (a) It is delivered to the owner or Occupant by hand;
  - (b) It is delivered to the owner or Occupant by registered mail;
  - (c) It is delivered to the owner or Occupant by email; or
  - (d) The person to whom the order is directed cannot be found, is not known, or refuses to accept service of the order, by posting a copy of the order in a conspicuous place on the building to which the order relates.
- 8.3. An Order to Comply will state the date by which compliance must be achieved. The date will be at the discretion of the Fire Inspector and will depend on the urgency in achieving *Fire Code* compliance.

## 9. Fire Alarm Systems

- 9.1. The owner or Occupant of every building containing a Fire Alarm System will ensure that the system is installed, maintained, and tested in conformance with the *Fire Code* and this Bylaw.
- 9.2. Any owner or occupant who contravenes this Bylaw will be subject to the fines specified in Schedule A. Outstanding fines will be applied to the property's municipal tax notice.
- 9.3. Every contravention of this Bylaw or order issued pursuant to this Bylaw constitutes a separate offense for each day that the contravention occurs.
- 9.4. If two or more False Alarms occur in a building containing an automatic fire Sprinkler System or Fire Alarm System in a calendar year, the building owner or Occupant will be subject to the fees specified in Schedule B. Outstanding fees will be applied to the property's municipal tax notice.

## 10. Private Hydrants

- 10.1. No person shall install, remove, or replace a Private Hydrant unless the Fire Chief has approved the type, capacity, colour, and location of the hydrant.
- 10.2. The owner or Occupant will ensure that the Fire Chief is notified of any construction, servicing or repairs of a Private Hydrant.
- 10.3. The owner or Occupant of a Private Hydrant will notify the Fire Chief immediately when a Private Hydrant has been either taken out of service or put into service.
- 10.4. The owner or Occupant will ensure that each Private Hydrant is clear of obstructions and readily accessible for Fire Department use.
- 10.5. The owner or Occupant of a Private Hydrant will have all components of the hydrant inspected, serviced, and tested by a qualified Fire Protection Technician not less than once a year. The owner or Occupant will keep hydrant maintenance and service records on file.

## 11. Fire Watch

- 11.1. The owner or Occupant of any building in which the Fire Alarm System, automatic Sprinkler System, or emergency power system, or any portion thereof, is not functioning, will institute and maintain a fire watch in the building until all fire detection systems are in complete operation.

## 12. General Fire Protection and Safety

- 12.1. The owner or the Occupant of any land or building within the District of Ucluelet will:
  - (a) Maintain emergency lighting, exit lighting, and exit signs in conformance with the *Fire Code*;
  - (b) Select, inspect, test, and maintain portable fire extinguishers in conformance with the *Fire Code*;
  - (c) Provide and maintain means of egress in conformance with the *Fire Code*;
  - (d) Maintain exit doors in good repair and ensure they open freely in conformance with the *Fire Code*;

- (e) Ensure that streets, yards, and roadways provided for Fire Department access, are maintained ready for use at all times by Fire Department vehicles in conformance with the *British Columbia Fire Code*;
- (f) Ensure that the design and installation of property access gates provide adequate Fire Department vehicle access;
- (g) Maintain standpipe and hose systems, and automatic Sprinkler Systems in conformance with the *Fire Code*;
- (h) Ensure that commercial cooking equipment exhaust and fire suppression systems are installed and maintained in conformance with *Fire Code*;
- (i) Ensure that the number of people permitted to enter a room does not exceed the maximum occupant load calculated in conformance with the *Fire Code*;
- (j) Not cause or permit Combustible Materials to accumulate in quantities or locations contrary to the *Fire Code*;
- (k) Not cause or allow indoor or outdoor storage contrary to the *Fire Code*;
- (l) Not cause or allow Hazardous Process to take place contrary to the *Fire Code*;
- (m) Maintain electrical services and equipment to minimize the creation of an undue fire hazard;
- (n) Store, handle, use, and process all Flammable Liquids and Combustible Liquids in conformance with the *Fire Code*; and,
- (o) Maintain Fire Separations in conformance with the *Fire Code*;

### **13. Severability**

- 13.1. If any provision of this Bylaw is held to be invalid by any court of competent jurisdiction, that provision shall be severed, and its severance shall not affect the validity of the remainder of the Bylaw.



**READ A FIRST TIME** this \_\_\_<sup>th</sup> day of \_\_\_\_, 2020.

**READ A SECOND TIME** this \_\_\_<sup>th</sup> day of \_\_\_\_, 2020.

**READ A THIRD TIME** this \_\_\_<sup>th</sup> day of \_\_\_\_, 2020.

**ADOPTED** this \_\_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2020.

**CERTIFIED CORRECT:** “District of Ucluelet Fire Safety Inspection Bylaw No. 1265, 2020”

\_\_\_\_\_

Mayor Noël  
Mayor

\_\_\_\_\_

Mark Boysen  
Corporate Officer

**THE CORPORATE SEAL** of the  
District of Ucluelet was hereto  
affixed in the presence of:

\_\_\_\_\_

Mark Boysen  
Corporate Officer

### Schedule A - Fines

Offence	Amount
Failure to provide or maintain an address sign	\$100.00
Allowing the accumulation of combustible growth or material to cause a fire hazard	\$100.00
Failure to provide, install or maintain smoke alarm(s)	\$250.00
Failure to test smoke alarm	\$250.00
Failure to install, maintain or test Fire Alarm System	\$250.00
Failure to provide fire watch	\$1,000.00
Failure to maintain emergency/exit lighting and exit signs	\$250.00
Failure to provide, test or maintain portable fire extinguisher(s)	\$250.00
Failure to provide and maintain means of egress	\$250.00
Failure to maintain exit doors	\$250.00
Failure to provide or maintain Fire Department access by roadway, yard or fire lanes	\$500.00
Failure to install or maintain a gate allowing Fire Department access	\$500.00
Failure to maintain standpipe, hose systems, and automatic Sprinkler Systems	\$250.00
Failure to install and maintain commercial cooking equipment exhaust and fire protection systems	\$250.00
Exceeding the maximum occupant load	\$300.00
Allowing Combustible Material(s) to accumulate in quantities or in locations contrary to the <i>Fire Code</i>	\$250.00
Failure to maintain indoor / outdoor storage	\$250.00
Failure to conduct Hazardous Process compliant to <i>Fire Code</i>	\$250.00
Failure to maintain electrical services/equipment	\$250.00
Failure to store, handle, use or process flammable and Combustible Liquids	\$250.00
Failure to maintain Fire Separations	\$250.00
Failure to provide access for the purpose of a fire inspection	\$250.00

\*Schedule A to District of Ucluelet Fire Inspection Bylaw No. 1265, 2020

### Schedule B – Fees

Inspection Type	Amount
Inspection (Not Regularly Scheduled)	\$125.00
Re-Inspection	\$50.00
Second Re-Inspection	\$100.00
Second False Alarm in the calendar year	\$150.00
Third False Alarm in the calendar year	\$200.00

\*Schedule B to District of Ucluelet Fire Inspection Bylaw No. 1265, 2020