



REGULAR MEETING OF COUNCIL
Tuesday, November 7, 2023 @ 4:00 PM
George Fraser Room, Ucluelet Community Centre and Electronically (Via Zoom)
500 Matterson Drive, Ucluelet
AGENDA

This meeting is a hybrid meeting conducted both in-person and electronically through Zoom. Visit <https://ucluelet.ca/community/district-of-ucluelet-council/communicating-with-council> for Zoom login details, links to the livestream on YouTube and other information about Council meetings. Members of the public may attend the George Fraser Room to hear, or watch and hear, this meeting including any electronic participation.

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1. CALL TO ORDER	
1.1 ACKNOWLEDGEMENT OF THE YUULU?I?ATH Council would like to acknowledge the Yuulu?i?ath, on whose traditional territories the District of Ucluelet operates.	
1.2 NOTICE OF VIDEO RECORDING Audience members and delegates are advised that this proceeding is being video recorded and broadcast on YouTube and Zoom, which may store data on foreign servers.	
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	2023-10-23 Ballenas Housing Society	
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11. MAYOR'S ANNOUNCEMENTS AND COUNCIL COMMITTEE REPORTS
- 11.1 Councillor Shawn Anderson
Deputy Mayor, April 1 - June 30, 2023
- 11.2 Councillor Jennifer Hoar
Deputy Mayor, January 1 - March 31, 2023
- 11.3 Councillor Ian Kennington
Deputy Mayor, July 1 - September 30, 2023
- 11.4 Councillor Mark Maftei
Deputy Mayor, October 1 - December 31, 2023
- 11.5 Mayor Marilyn McEwen
12. QUESTION PERIOD
13. CLOSED SESSION
- 13.1 Procedural Motion to Move In-Camera
THAT the meeting be closed to the public in order to address agenda items under Section 90(1)(e) of the Community Charter:
 (e) the acquisition, disposition or expropriation of land or improvements, if the council considers that disclosure could reasonably be expected to harm the interests of the municipality;
14. ADJOURNMENT

DISTRICT OF UCLUELET
MINUTES OF THE REGULAR COUNCIL MEETING
HELD IN THE UCLUELET COMMUNITY CENTRE, 500 MATTERSON DRIVE
Monday, October 23, 2023 at 4:00 PM

Present: **Chair:** Mayor McEwen
 Council: Councillors Anderson (Via Zoom), Hoar, Kennington, and Maftai
 Staff: Duane Lawrence, Chief Administrative Officer
 Bo Gill, Chief Financial Officer
 Bruce Greig, Director of Community Planning
 James MacIntosh, Director of Engineering Services
 Rick Geddes, Fire Chief
 Joseph Rotenberg, Manager of Corporate Services

Regrets:

1. CALL TO ORDER

The meeting was called to order at 4:00 PM.

1.1 ACKNOWLEDGEMENT OF THE YUULU?IL?ATH

Council acknowledged the Yuulu?il?ath, on whose traditional territories the District of Ucluelet operates.

1.2 NOTICE OF VIDEO RECORDING

Audience members and delegates were advised that the proceeding was being video recorded and broadcast on YouTube and Zoom, which may store data on foreign servers.

2. LATE ITEMS

The Mayor noted that the Ucluelet Consumer Cooperative Association requested that their application related to item 7.1 be withdrawn. As a result, item 7.1 should be withdrawn from the agenda.

3. APPROVAL OF THE AGENDA

3.1 October 23, 2023, Regular Council Agenda

2023.2269.REGULAR *It was moved and seconded **THAT** the October 23, 2023, Regular Council Agenda be approved as amended.*

CARRIED.

4. ADOPTION OF MINUTES

4.1 October 10, 2023, Regular Minutes

2023.2270.REGULAR *It was moved and seconded **THAT** the October 10, 2023, Regular Council Minutes be adopted as presented.*

CARRIED.

5. UNFINISHED BUSINESS

There was no unfinished business.

6. COMMITTEE OF THE WHOLE**6.1 Procedural Motion to move into Committee of the Whole**

2023.2271.REGULAR *It was moved and seconded **THAT** Council move into Committee of the Whole.*

CARRIED.

Council moved into Committee of the Whole at 4:04 PM.

6.2 Visitor Parking Program

Duane Lawrence, Chief Administrative Officer

Mr. Lawrence presented this report.

The Committee of the Whole discussed:

- parking fee exemptions for residents;
- parking fee exemptions or reductions for members of neighbouring communities and seasonal workers;
- parking fee rates;
- the fee area applying to the entire community;
- alternate approaches to controlling visitation;
- other communities where parking fees have been instituted;
- estimated net reviews and uses for these funds;
- the need to determine hard costs through a request for proposals in order to conduct a cost benefit analysis;
- the need for community engagement through an online survey;
- and
- the impact of the program on parking lots on private property and potential solutions.

2023.2272.REGULAR *It was moved and seconded **THAT** the Committee of the Whole recommend Council direct staff to issue a request for proposals for the implementation of a visitor parking program; undertake a community survey; and bring a follow-up report back to Council providing an overview of the parking program inclusive of costs, impacts and revenue generation for consideration.*

CARRIED.

2023.2273.REGULAR *It was moved and seconded **THAT** the Committee of the Whole rise and report.*

CARRIED.

The Committee of the Whole came to an end and the Council meeting recommenced at 5:08 PM. At this point in time Council considered the Committee's recommendation.

2023.2274.REGULAR *It was moved and seconded **THAT** Council direct staff to issue a request for proposals for the implementation of a visitor parking program; undertake a community survey; and bring a follow-up report back to Council providing an overview of the parking program inclusive of costs, impacts and revenue generation for consideration.*

CARRIED.

7. REPORTS

7.1 Development and Development Variance Permit 2091 Peninsula Road

Bruce Greig, Director of Community Planning

This matter was removed from the agenda at the request of the applicant.

7.2 Development Permit for 2094 Peninsula Road

John Towgood, Municipal Planner

Bruce Greig, Director of Community Planning presented this report in conjunction with a power point presentation. He noted that schedule 1 to the development permit was not included in the agenda the package and presented thos schedule which included drawings and specification.

Council discussed the proposal and noted concerns with parking located in the front of the property. Council also noted concerns with the lack of visiting doctor on-site accommodation.

The Applicant's agents, Darren Moss and Hector Alcala, noted design, accessibility and geo-technical challenges with locating the parking at the rear of the property. The Agents noted design features including tree retention and landscaping intended to mitigate the impact of the parking lot on the streetscape. They also reviewed the site plans and drawings, and noted several design features including four separate entrances. The Agents will convey Council's interest in the construction of on-site doctor accommodation to the landowner.

2023.2275.REGULAR *It was moved and seconded **THAT** Council, with regard to the proposed health care services building and associated site works at 2094 Peninsula Road, authorize the Director of Community Planning to execute and issue Development Permit 23-05.*

CARRIED.

7.3 Fire Hall Replacement

Rick Geddes, Fire Chief

Chief Geddes presented this report. In response to Council questions,

Staff clarified that the proposed detailed drawings could be site specific and it may be possible to procure drawings from other communities.

Council discussed the need to identify the site prior to determining whether to allocate funds to procure detailed drawings and recommended exploring sites in Area C - Longbeach of the Alberni-Clayoquot Regional District.

2023.2276.REGULAR *It was moved and seconded **THAT** Council considers allocating up to \$100,000.00 to engage a consultant to provide detailed design drawings and a construction cost estimate for a new firehall in the 2024 to 2028 financial plan.*

CARRIED.

2023.2277.REGULAR *It was moved and seconded **THAT** Council consider including the construction cost of a new firehall in the 2024 to 2028 financial plan.*

CARRIED.

8. NOTICE OF MOTION

There were no notices of motion.

9. CORRESPONDENCE

9.1 Fossil gas terminology to enhance climate change communication and action

Eddie Dearden, CEO and Founder, GNAR Sustainable Home Designs

2023.2278.REGULAR *It was moved and seconded **THAT** the meeting be recessed for five minutes.*

CARRIED.

The meeting was recessed for five minutes at 6:05 PM and recommenced at 6:12 PM.

10. INFORMATION ITEMS

10.1 Development Limits Caused by Sanitary Sewer Capacity

James MacIntosh, Director of Engineering Services

Mr. MacIntosh presented this report.

In response to Council questions, Staff noted the following:

- Field work is required to determine if installing a new sanitary line from Norah Road to Rainforest Drive to divert flow from the Peninsula Road (the \$200,000 option) is feasible.
- Improvements to the sewer line must be completed to allow for the development at 2094 Peninsula Road.
- The Sanitary Master Plan can be implemented in phases as future development comes online.

10.2 CMHC Housing Accelerator Fund - Action Plan
Bruce Greig, Director of Community Planning

Mr. Greig presented this report.

In response to Council questions, Staff noted that the CMHC grant does not fetter Council's discretion but represents a commitment to bring forward the identified action for Council's consideration. Staff also noted that this is a onetime grant and there is discretion in how the awarded funds are budgeted.

10.3 Working Together Community Lunch: NIC on the West Coast - An Update

Lisa Domae, President of North Island

10.4 Reminder: National Veterans' Week Speakers Program 2023

Vance White, Manager, Stakeholder Engagement Team, Department of National Defense

11. MAYOR'S ANNOUNCEMENTS AND COUNCIL COMMITTEE REPORTS

11.1 Councillor Shawn Anderson

Deputy Mayor, April 1 - June 30, 2023

Councillor Anderson attended an Alberni Clayoquot Health Network Table of Partners meeting where the draft strategic plan was reviewed.

11.2 Councillor Jennifer Hoar

Deputy Mayor, January 1 - March 31, 2023

Councillor Hoar attended the October 19, 2023, Harbour Authority Meeting.

11.3 Councillor Ian Kennington

Deputy Mayor, July 1 - September 30, 2023

11.4 Councillor Mark Maftei

Deputy Mayor, October 1 - December 31, 2023

Councillor Maftei attended the Clayoquot Biosphere Trust regional forum and attended the October 19, 2023, Harbour Authority Meeting.

11.5 Mayor Marilyn McEwen

The Mayor attended:

- a Barkley Community Forest Corporation Board Meeting on October 11th. Council has been invited to tour the community forest and fire wood permits are available;

- an Alberni-Clayoquot Regional District Board meeting on October 11th;
- the Edge to Edge Marathon on October 15th;
- a Ministry of Housing briefing on October 16th about a bill that has been introduced to address short-term rentals;
- the October 19th Harbour Authority meeting; and
- a Wild Pacific Trail Society crows nest opening and their Annual General Meeting on October 22nd.

The Mayor will attend the Vancouver Island Economic Alliance annual Economic Summit from October 25th to the 26th.

12. QUESTION PERIOD

An email from Matt Harbidge was read. It raised questions related to the proposed firehall construction projects and made recommendations related to location and cost saving.

13. CLOSED SESSION

There was no closed session.

14. ADJOURNMENT

The Regular Council meeting was adjourned at 7:03 PM.

CERTIFIED CORRECT: Minutes of the Regular Council Meeting held on Monday, October 23, 2023 at 4:00 pm in the Ucluelet Community Centre 500 Matterson Road, Ucluelet, BC.

Duane Lawrence, Corporate Officer

Marilyn McEwen, Mayor



DISTRICT OF UCLUELET

Request to Appear as a Delegation

All delegations requesting permission to appear before Council are required to submit a written request or complete this form and submit all information or documentation by 12:00 p.m. five clear days before a Council Meeting. Applicants should include the topic of discussion and outline the action they wish Council to undertake.

All correspondence submitted to the District of Ucluelet in response to this notice will form part of the public record and will be published in a meeting agenda. Delegations shall limit their presentation to ten minutes, except by prior arrangement or resolution of Council.

Please arrive 10 minutes early and be prepared for the Council meeting. The Mayor (or Acting Mayor) is the chairperson and all comments are to be directed to the chairperson. It is important to address the chairperson as Your Worship or Mayor McEwen.

The District Office will advise you of which Council meeting you will be scheduled for if you cannot be accommodated on your requested date. For more information contact the District Office at 250-726-7744 or email info@ucluelet.ca.

Requested Council Meeting Date: _____

Organization Name: _____

Name of person(s) to make presentation: _____

Topic: _____

Purpose of Presentation: Information only
 Requesting a letter of support
 Other (provide details below)

Please describe:

Contact person (if different from above): _____

Telephone Number and Email: [REDACTED] _____

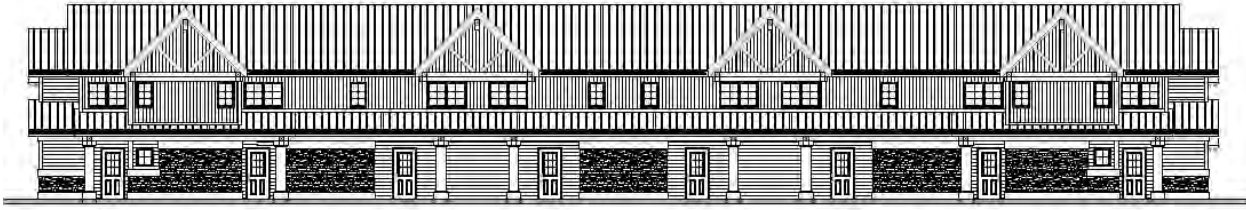
Will you be providing supporting documentation?	Yes	No
If yes, what are you providing?	Handout(s)	PowerPoint Presentation

Note: Any presentations requiring a computer and projector/screen must be provided prior to your appearance date. The District cannot accommodate personal laptops.

The personal information you provide on this form is collected under s. 26(c) of the FOIPPA and will be used for the purpose of processing your application to appear as a delegation before the District of Ucluelet Council. The application will form part of the meeting's agenda and will be published on the website. Your personal telephone number and e-mail address will not be released except in accordance with the Freedom of Information and Protection of Privacy Act. Questions about the collection of your personal information may be referred to the Manager of Corporate Services 200 Main Street, PO Box 999, Ucluelet BC, V0R 3A0 or by telephone at 250-726-7744.



Pac Rim Home Development Cooperative



The Pac Rim Home Development Cooperative (PRHDC)
The Home of the future for Pacific Rim Families

Our Mission

To support economic growth in our West Coast communities by providing secure, environmentally conscious, non-market employee housing so we can foster the well-being of a stable, year-round resident workforce.

Our vision - to create 40 units of site-specific, non-market employee housing in Ucluelet.

A showcase project focused on accessibility, affordability, sustainability, and lifestyle.



On water tower hill, Ucluelet will gain a two-storey apartment complex with 4-3BR, 12-2BR, and 24-1BR units.



Pac Rim Home Development Cooperative

1. Who Is PRHDC?

The PRHD Cooperative is an open multi-stakeholder non-market NFP that came together to develop affordable housing for the Pacific Rim. We've accepted the DoU challenge to propose high density housing appropriate for the Water Tower Hill property.

This community partnership will result in more attainable housing for Ucluelet. Our 40-unit pilot project will barely serve the needs of our community. (The 2021 PRHDC/UCOC housing survey results demonstrated a need for 110 units.) The PRHDC anticipates future projects that would once again partner to repeat its success.

Ultimately, the Federal/Provincial funders will work with the local government and cooperative to create a win-win project.

2. What does PRHDC need from the District of Ucluelet?

- A letter of support from the District of Ucluelet
- A commitment of the Water Tower Hill property for a twelve-month planning window (to finalize drawings and pursue funding).
- The cooperation of DoU staff for information gathering, grant writing, and infrastructure collaboration. (e.g., FCM Study Grant, Seismically-sound water collection/storage, Creative infrastructure installation)
- A willingness/commitment to explore innovative ways to achieve our goals: ***accessibility, affordability, sustainability, and lifestyle.***

3. What is PRHDC relying on when the WTH/PRHDC project goes forward?

- 99-year lease (DoU retains ownership of the land).
- A yearly lease payment to DoU (Value TBD).
- PRHDC pays construction costs & servicing through BCH, CMHC, FCM grants.
- This asset devolves to DoU.
- No cash input from the DoU.
- Our cooperative will operate independently, not relying on subsidies.
- The project will pay property tax.
- The project will consider community assets such as a cooperative laundry facility amongst our amenities.



4. Why should DoU work with PRHDC?

(Some of the advantages of the PRHDC NFP model)

- Our Coop members live and work in Ucluelet and Pac Rim communities.
- We are a not-for-profit cooperative.
- Our participatory Board of Directors and Coop members will be housing their own employees. Each business is responsible through the board policies to manage their own employees.
- Members have a stake in guaranteeing project success.
- Members share responsibilities in tenant administration, management & asset maintenance.
- We expect minimal administrative costs and a very low vacancy rate.
- We expect to offer units at well below market rents.
- There are special mortgage repayment terms for the development of non-market housing.
- Once our operating mortgage is paid off, we will be positioned to construct more social non-market housing.
- Our projects will not rely on an ongoing operating subsidy.
- If for some reason the cooperative fails, there can be no benefit to any player so its assets would benefit another coop not any member.



5. What does the designer of this apartment complex explain?

On water tower hill, Ucluelet could potentially have a three-storey apartment complex with 6-3BR, 18-2BR, and 36-1BR units.

As the designer of the buildings presented it bears noting that there are always options. We have had discussions about this particular design and configuration. We briefly discussed compression of the parking lot to use less land. That can be accomplished.

This building design can easily move to three storeys and add an additional 20 units of easily constructed walk-up apartment stacked right on top. We can incorporate an elevator on any building but with grade level front door access the demands of accessibility can be easily met with a simple redesign of the main floor suites to accessible units to facilitate wider appeal and the opportunity to accommodate flexibility. Fire walls can be added to further enhance safety by compartmentalizing the building. Because our design is grade level the time and effort (cost) to construct under building parking is all but removed. lower build cost translates to lower rent demands.

Extra units usually mean extra parking. We currently have 43 stalls of parking including 6 accessible stalls. Parking requirements have started to be softened for many municipalities. If we were to go to 60 units I would suggest, because many workers would be local, to move to a component of car-share use. Most major municipalities have reduced parking requirements and support a single car share as an equivalent of 5 required stalls to 1 available car share. We would only request that a portion be considered and could provide the cars.

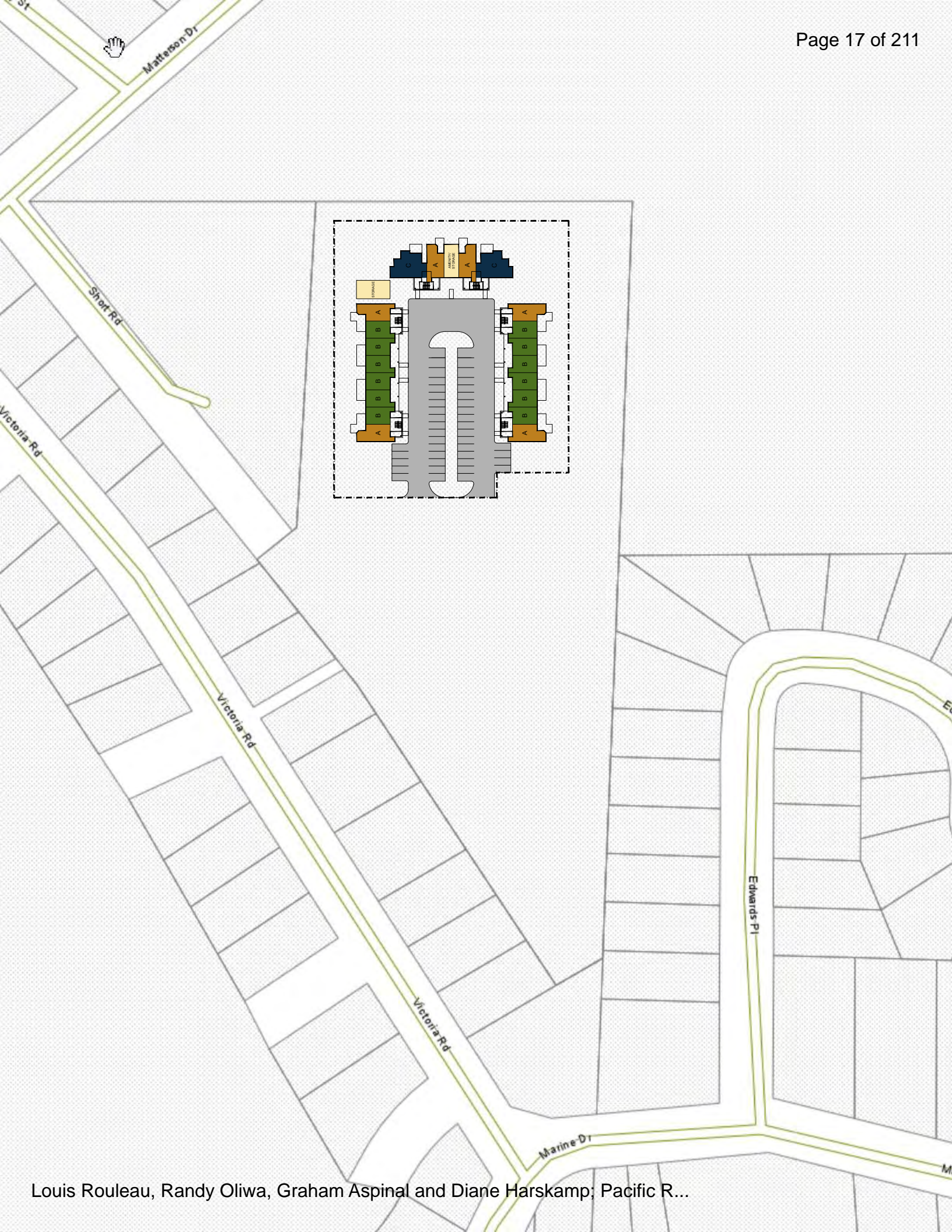
Add accessible suites to the main floor and add a third storey and embrace seniors. They will be and are, an important part of the workforce.

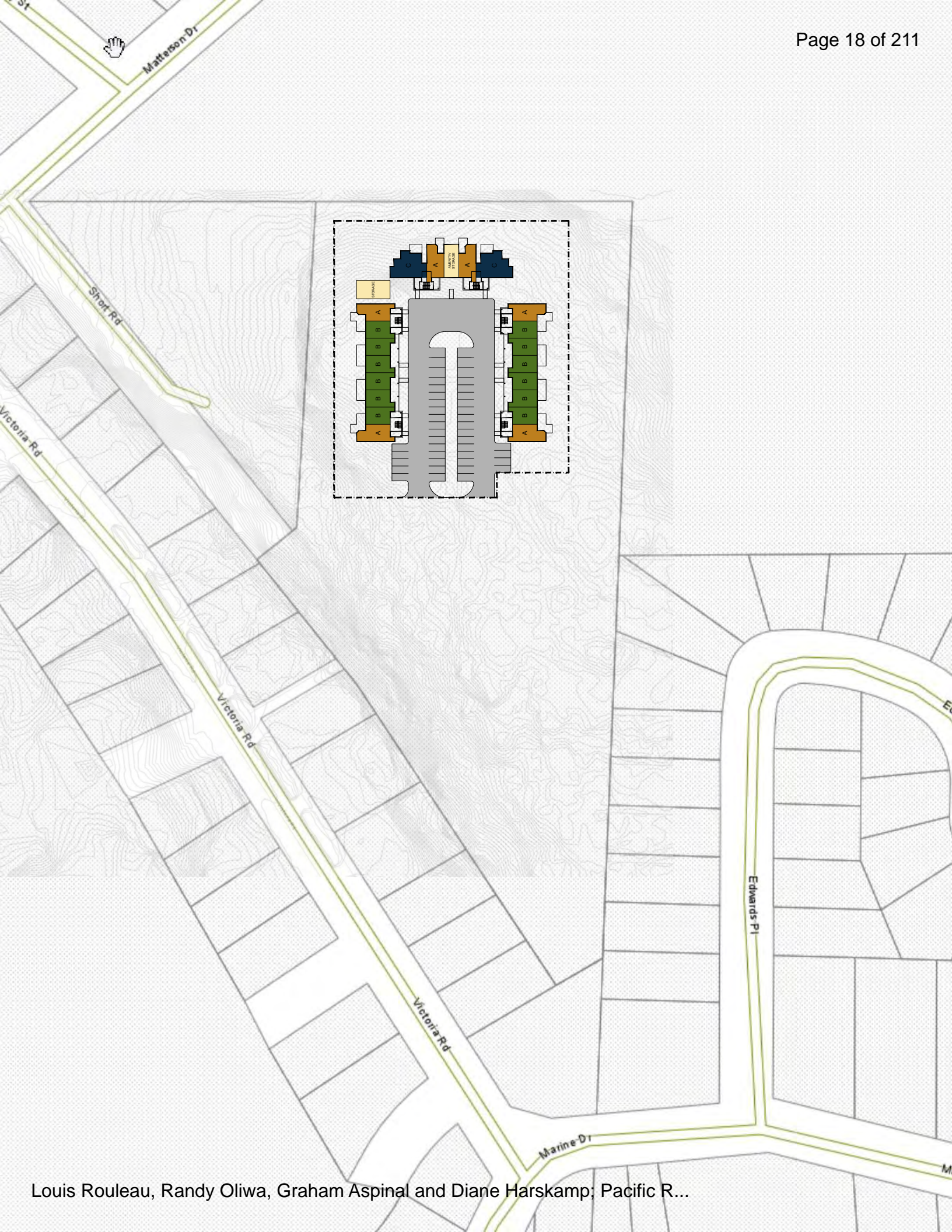
I'm a senior. Experience without ego does more to train than anything else.

Glen Cameron



GDC-AB
#4-11 Hunchak Way
St. Albert, AB T8N 6P2

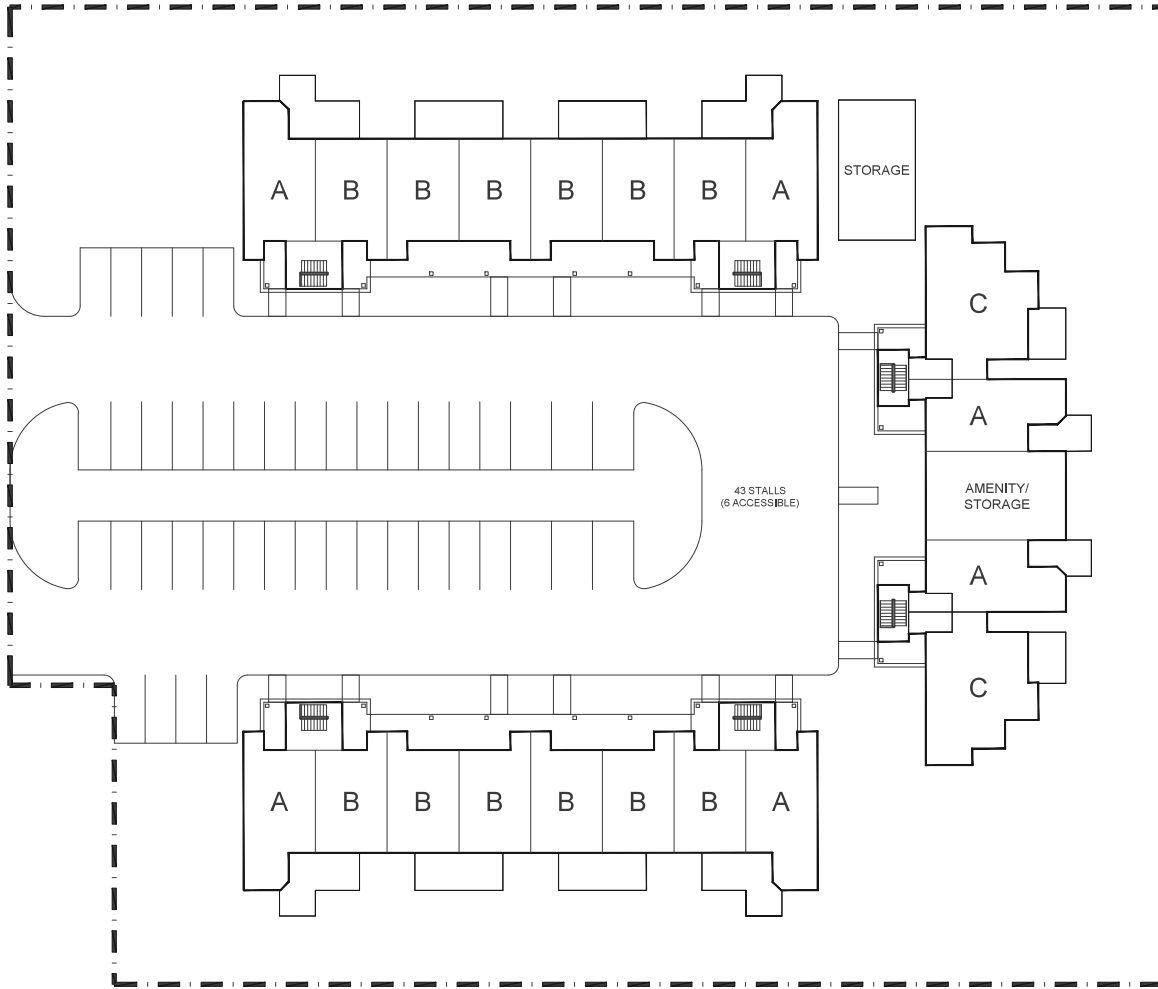






UNIT COUNT:
 4 - 3BR UNITS
 12 - 2 BR UNITS
 24 - 1BR UNITS
 TOTAL UNITS = 40

SITE AREA:
 2.15 ACRES OR .872 HA
 93,856 SF



#4, 11 HUNCHAK WAY
 ST. ALBERT, AB T8N 6P2
 PH. (780) 718-5694

CONSULTANTS:

PROJECT:

PRWHC
 WATER TOWER LOT
 UCLUELET, BC

CLIENT:

PRELIMINARY
 NOT FOR CONSTRUCTION

TITLE: SITE PLAN

REVISIONS:

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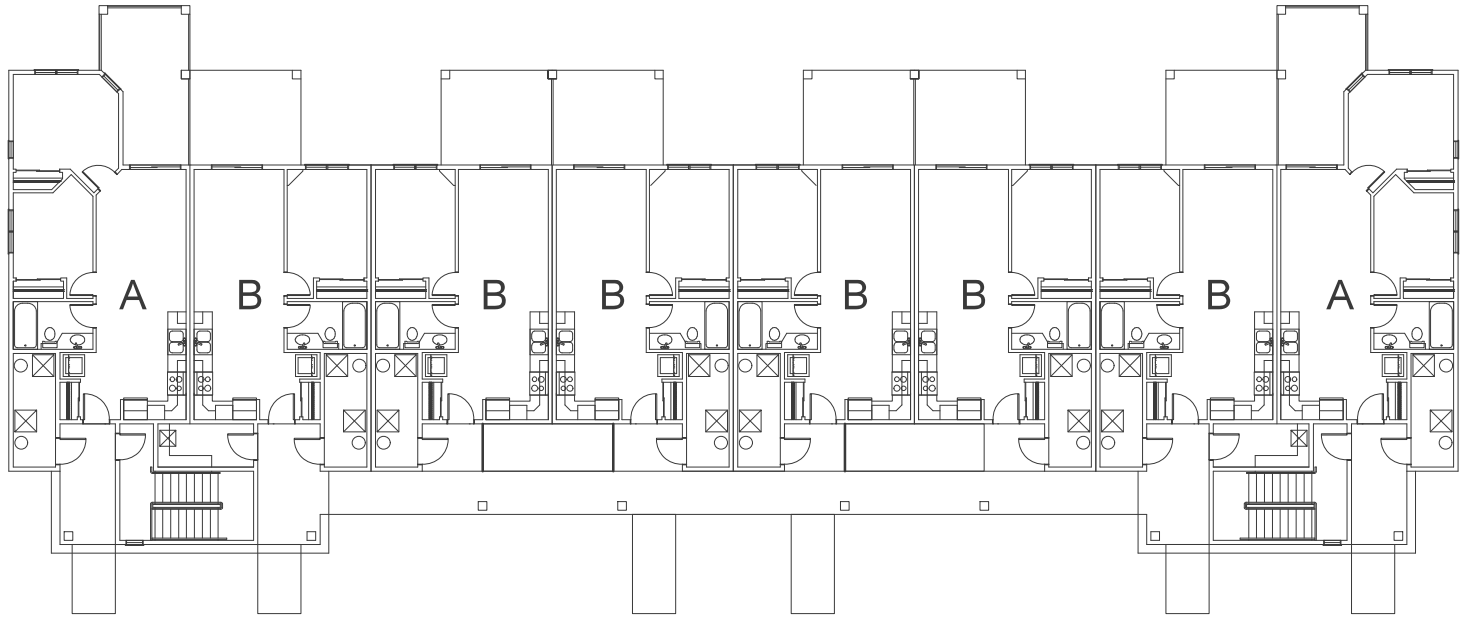
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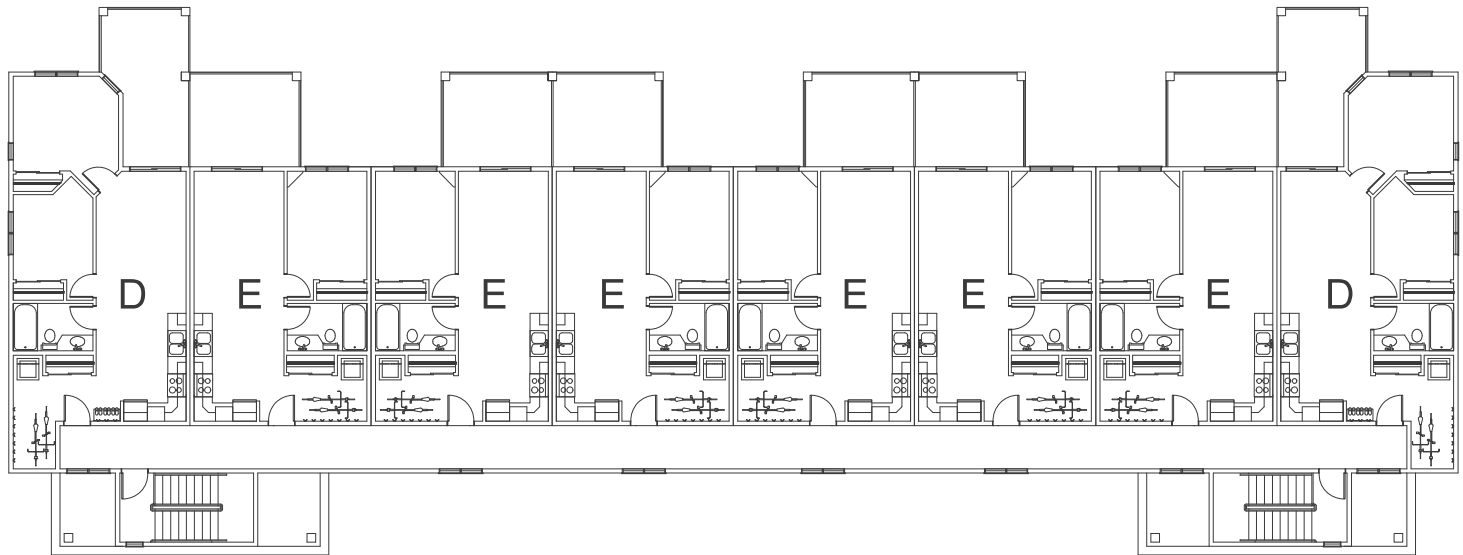
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A100



MAIN FLOOR PLAN
SCALE: NTS



SECOND FLOOR PLAN
SCALE: NTS



#4, 11 HUNCHAK WAY
ST. ALBERT, AB T8N 6P2
PH. (780) 718-5694

CONSULTANTS:

PROJECT:

PRWHC
WATER TOWER LOT
UCLUELET, BC

CLIENT:

PRELIMINARY
NOT FOR CONSTRUCTION

TITLE: FLOOR PLANS

REVISIONS:

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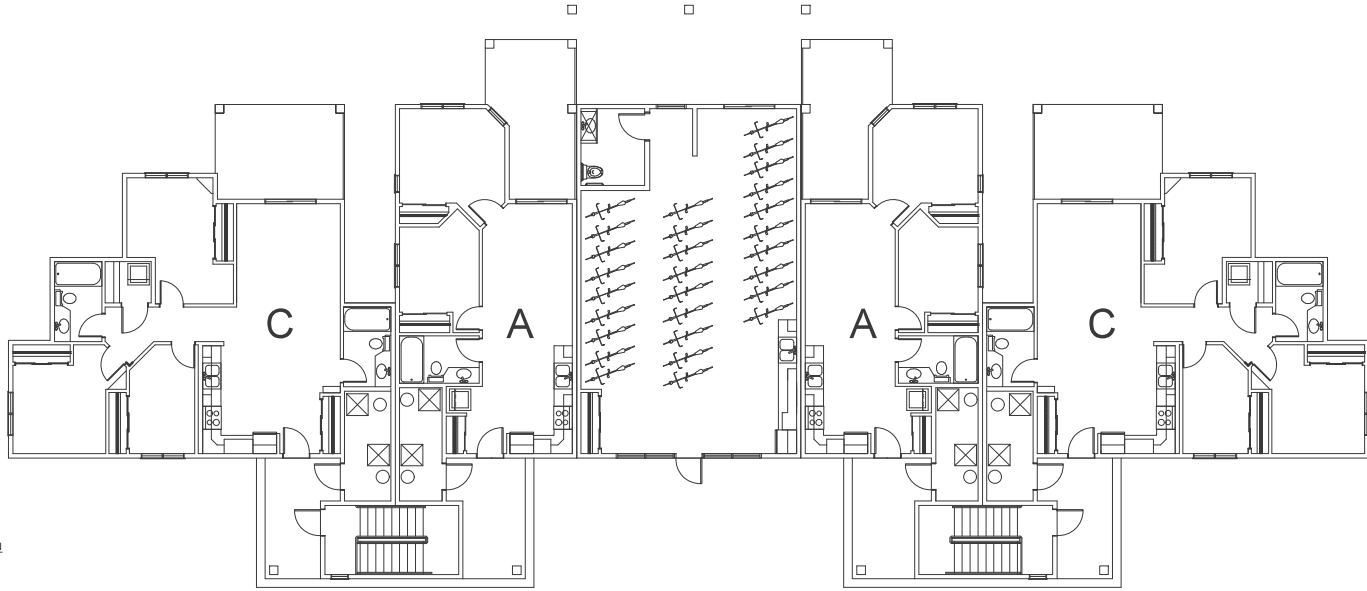
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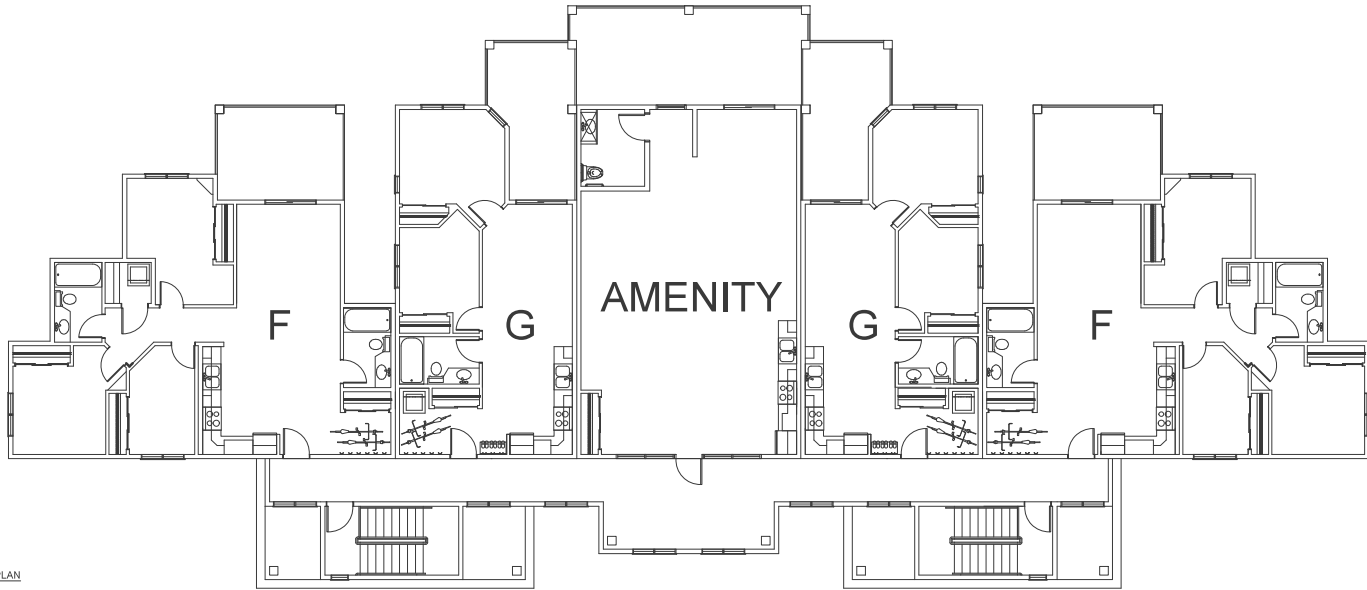
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A200



MAIN FLOOR PLAN
SCALE: NTS



SECOND FLOOR PLAN
SCALE: NTS



#4, 11 HUNCHAK WAY
ST. ALBERT, AB T8N 6P2
PH. (780) 718-6694

CONSULTANTS:

PROJECT:

PRWHC
WATER TOWER LOT
UCLUELET, BC

CLIENT:

PRELIMINARY
NOT FOR CONSTRUCTION

TITLE: FLOOR PLANS

REVISIONS:

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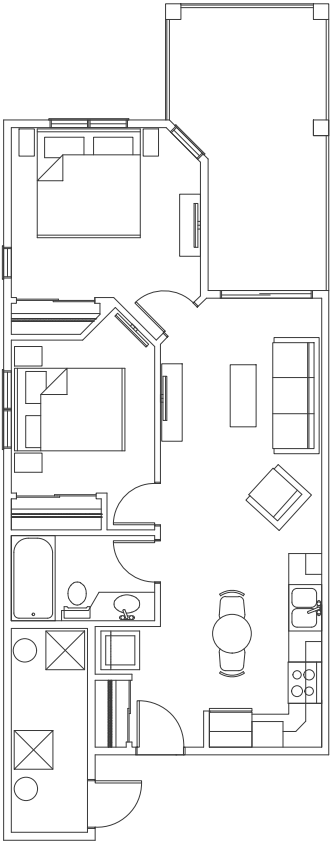
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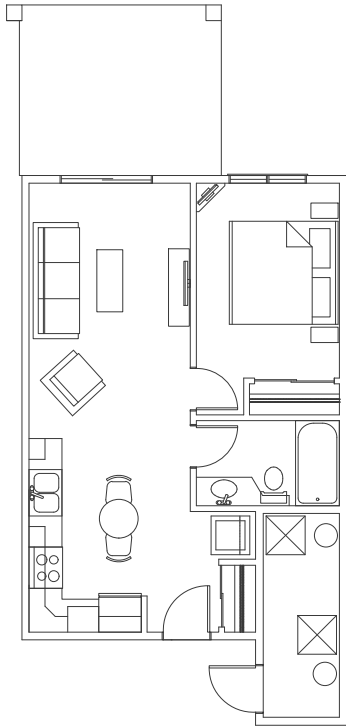
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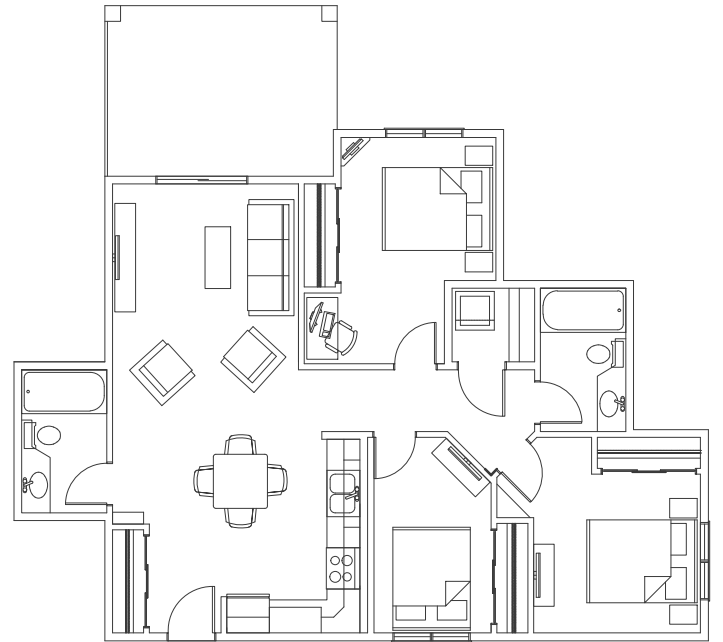
A201



SUITE PLAN "A" - 2 BEDROOM - 728 SF
SCALE: NTS



SUITE PLAN "B" - 1 BEDROOM - 586 SF
SCALE: NTS



SUITE PLAN "C" - 3 BEDROOM - 1126 SF
SCALE: NTS



#4, 11 HUNCHAK WAY
ST. ALBERT, AB T8N 6P2
PH. (780) 716-6694

CONSULTANTS:

PROJECT:

PRWHC
WATER TOWER LOT
UCLUELET, BC

CLIENT:

PRELIMINARY
NOT FOR CONSTRUCTION

TITLE: SUITES

REVISIONS:

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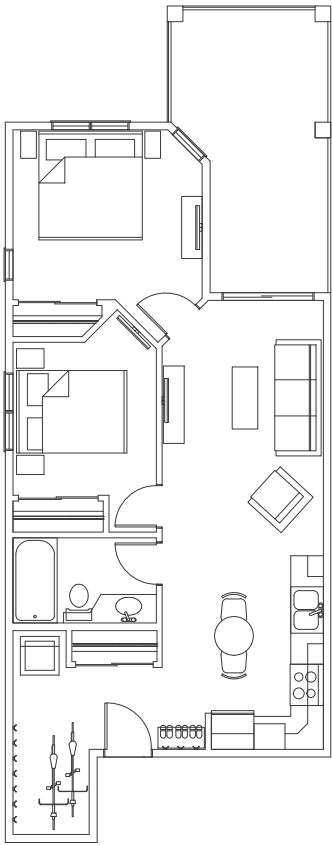
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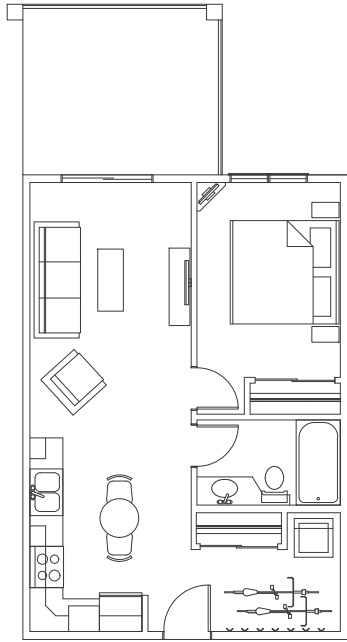
ISSUE DATES

DRAWING NO.

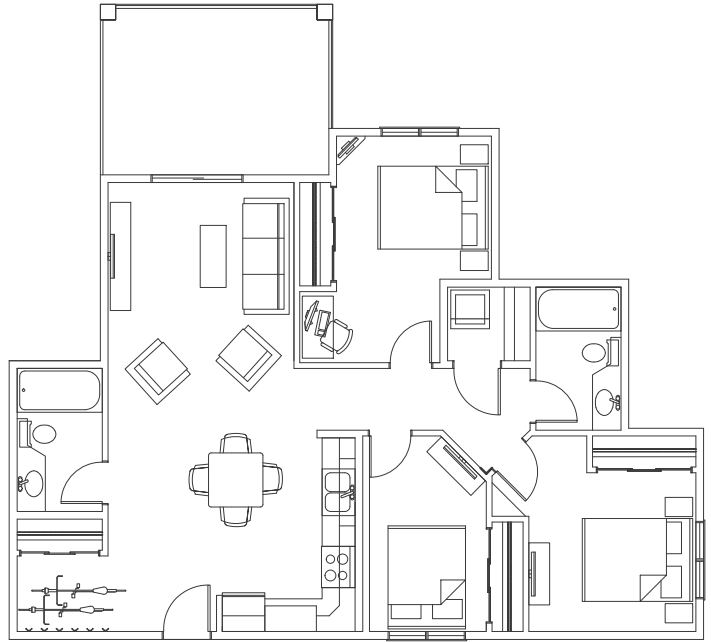
A202



SUITE PLAN "D" - 2 BEDROOM - 805 SF
SCALE: NTS



SUITE PLAN "E" - 1 BEDROOM - 630 SF
SCALE: NTS



SUITE PLAN "F" - 3 BEDROOM - 1126 SF
SCALE: NTS



#4, 11 HUNCHAK WAY
ST. ALBERT, AB T8N 6P2
PH. (780) 716-6694

CONSULTANTS:

PROJECT:

PRWHC
WATER TOWER LOT
UCLUELET, BC

CLIENT:

PRELIMINARY
NOT FOR CONSTRUCTION

TITLE: SUITES

REVISIONS:

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CHECKED BY:

PROJECT NO.

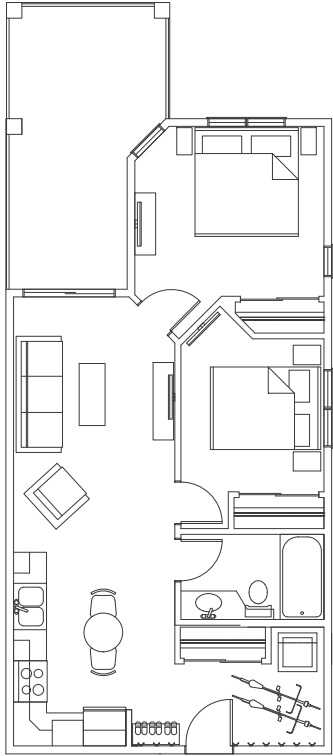
ISSUE DATES

DRAWN BY:

DATE:

DRAWING NO.

A203



SUITE PLAN 'G' - 2 BEDROOM - 728 SF
SCALE: NTS



#4, 11 HUNCHAK WAY
ST. ALBERT, AB T8N 6P2
PH. (780) 716-6694

CONSULTANTS:

PROJECT:

PRWHC
WATER TOWER LOT
UCLUELET, BC

CLIENT:

PRELIMINARY
NOT FOR CONSTRUCTION

TITLE: SUITES

REVISIONS:

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CHECKED BY:

DRAWN BY:

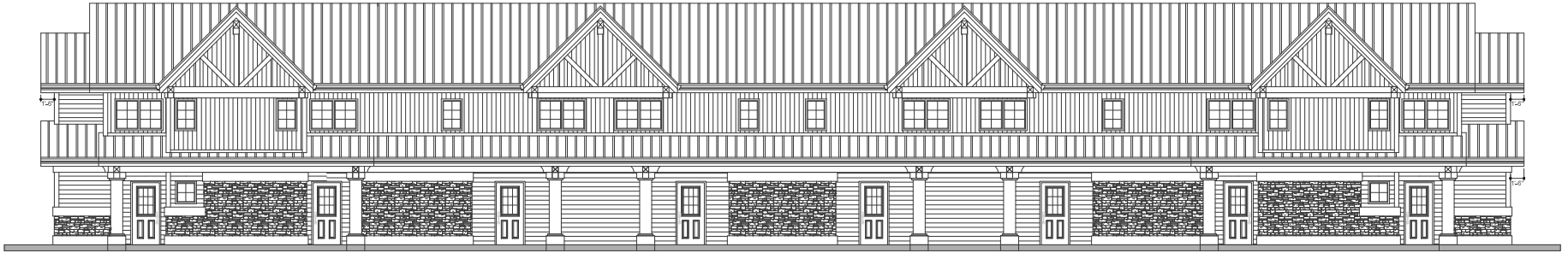
PROJECT NO.

DATE:

ISSUE DATES

DRAWING NO.

A204



FRONT ELEVATION
SCALE: NTS



#4, 11 HUNCHAK WAY
ST. ALBERT, AB T8N 6P2
PH. (780) 718-6694

CONSULTANTS:

PROJECT:

PRWHC
WATER TOWER LOT
UCLUELET, BC

CLIENT:

PRELIMINARY
NOT FOR CONSTRUCTION

TITLE: ELEVATION

REVISIONS:

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CHECKED BY:

PROJECT NO.

ISSUE DATES

DRAWN BY:

DATE:

DRAWING NO.

A300



REPORT TO COUNCIL

Council Meeting: November 7, 2023
500 Matterson Drive, Ucluelet, BC V0R 3A0

FROM: JOHN TOWGOOD, MUNICIPAL PLANNER

FILE No: 3060-20-DP23-08

SUBJECT: DEVELOPMENT PERMIT FOR 1020 TYEE TERRACE

REPORT No: 23-146

ATTACHMENT(s): APPENDIX A - APPLICATION
APPENDIX B – PERMIT DP23-08

RECOMMENDATION(S):

THAT Council authorize the Director of Community Planning to execute and issue Development Permit 23-08 for the property at 1020 Tyee Terrace to allow a single unit resort condo building and associated landscaping.

BACKGROUND:

The application is for a single unit resort condominium building and associated landscaping at 1020 Tyee Terrace, Strata Lot 3, section Lot 21, Clayoquot District. Strata Plan VIS4490 (the **Subject Property**).

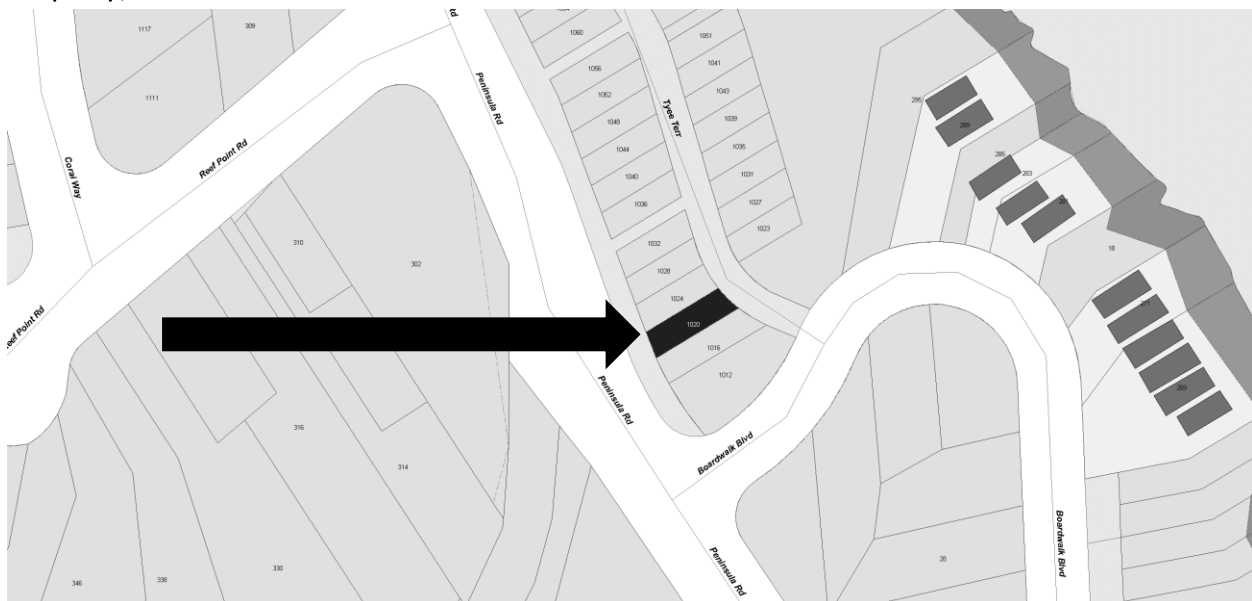


Figure 1 – The subject property

The subject property is a vacant lot fronting the strata road of Tye Terrace and is one of the last vacant lots in this part of the Reef Point development. The lot is generally flat at street level and clear of vegetation (**Figure 2**)



Figure 2 – Streetview image of the subject property frontage

FORM AND CHARACTER - MULTI-FAMILY, COMMERCIAL & MIXED-USE (DPA IV):

Form and Character Development Permit Areas are established to guide development and land use to ensure a pedestrian-oriented, compact, and vibrant community which maintains its coastal village character.

Building Design

The applicant is proposing a one unit two-storey wood frame resort condo. The building is rectangular with a medium slope gable roof with no overhang on the sides of the building. The front façade has a slightly different styling than the other cabins on Tye Terrace but is of similar styling to other cabins in the immediate area. The building's siding will be horizontal concrete board with cedar trim and metal roofing. The unit's parking is directly in front of the unit which is consistent with other resort condo buildings in the area.

Landscaping

The applicant is proposing minimal landscaping directly in front of the units and to the side of the required parking which is consistent with the other cabins on Tye Terrace.

ZONING:

The subject property is designated as being in the CS-5 Tourist Commercial zone. From the information supplied, the proposal meets this zoning.

FIRE PROTECTION:

The subject property is serviced by a hydrant 30m away. Fire protection would be approached from the street consistent with the other buildings in this area.

SERVICING:

The subject property is fully serviced, and the scale of this proposal was anticipated in the original subdivision.

ANALYSIS OF OPTIONS:

A	Authorize the issuance of Development Permit 23-08	<u>Pros</u>	<ul style="list-style-type: none"> Allows applicant's development to proceed in a manner which is deemed consistent with the OCP development permit guidelines.
		<u>Cons</u>	<ul style="list-style-type: none"> Unknown at this time
		<u>Implications</u>	<ul style="list-style-type: none"> Approval will allow the application to proceed.
B	Provide alternative direction	<u>Pros</u>	<ul style="list-style-type: none"> Unknown at this time
		<u>Cons</u>	<ul style="list-style-type: none"> Unknown at this time
		<u>Implications</u>	<ul style="list-style-type: none"> Unknown at this time
		<u>Suggested Motion</u>	THAT Council, with regard to Development Permit 23-08, <i>(provide alternative direction here)</i>
C	Reject the application	<u>Pros</u>	<ul style="list-style-type: none"> Unknown at this time
		<u>Cons</u>	<ul style="list-style-type: none"> Does not allow applicant's development to proceed.
		<u>Implications</u>	<ul style="list-style-type: none"> The application would not proceed. Additional staff time will be required to follow up with applicant and consultants. If rejecting the application, Council should state which DPA guidelines are not being adequately met by the current proposal.
		<u>Suggested Motion</u>	THAT Council reject the application for Development Permit 23-08 <i>[noting which specific DP guidelines are not being adequately met]</i> .

POLICY OR LEGISLATIVE IMPACTS:

This application is consistent with the *Official Community Plan bylaw*, the *Zoning Bylaw* and the *Local Government Act*.

NEXT STEPS:

If this application is approved the attached DP will be signed by the Director of Community Planning, issued to the applicant, and notice will be filed with the Land Title Office.

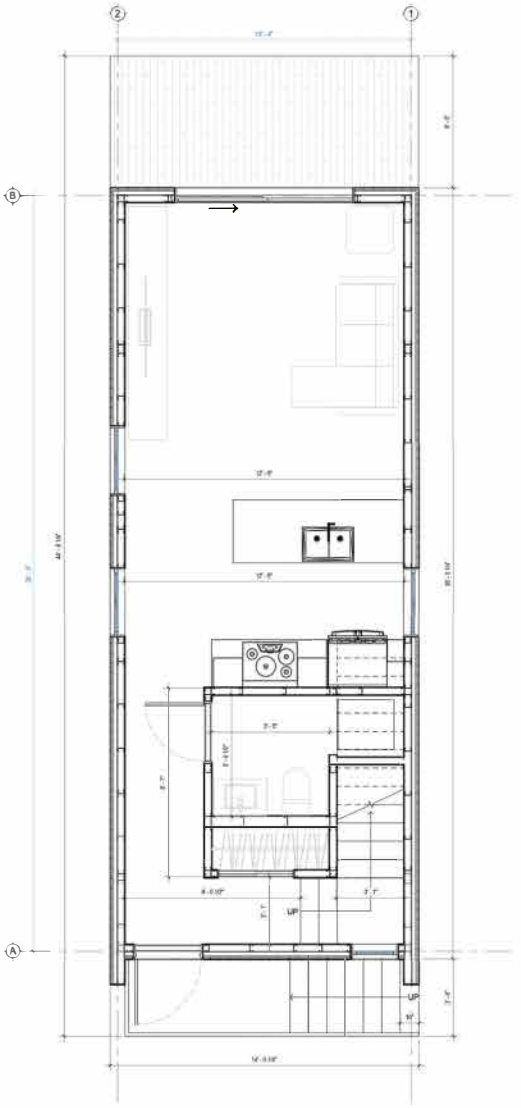
The applicant or subsequent owners of the subject property would be required to meet all conditions of the permit and any other conditions set out by Council for the proposed development.

Respectfully submitted:

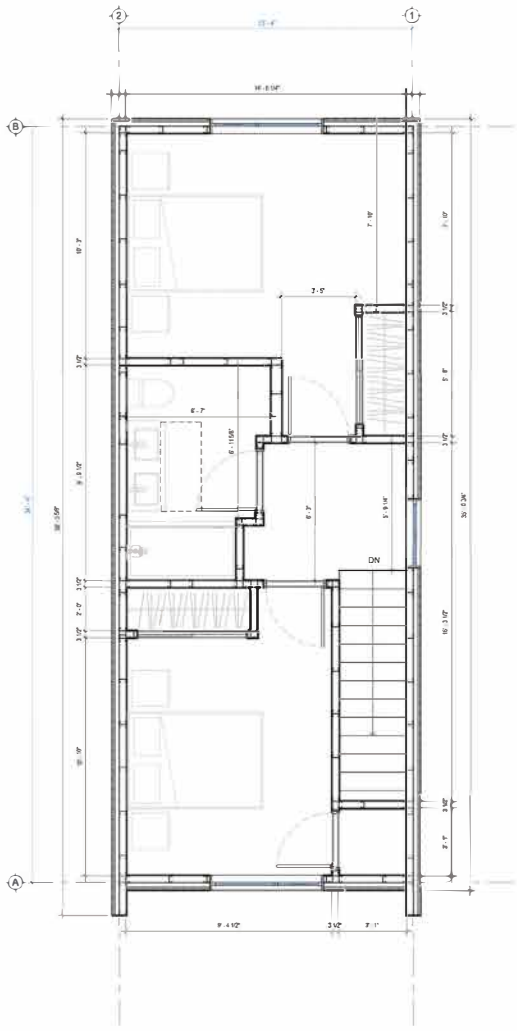
JOHN TOWGOOD, MUNICIPAL PLANNER

BRUCE GREIG, DIRECTOR OF COMMUNITY PLANNING

DUANE LAWRENCE, CAO



1 DIMENSIONS FLOOR PLAN - Level 1
SCALE: 3/8" = 1'-0"



2 DIMENSIONS FLOOR PLAN - Level 2
SCALE: 3/8" = 1'-0"

RECORD OF ISSUE	
Issue No.	Date
1	June 10, 2022

RECORD OF REVISIONS

No.	Description

ALL WORK SHALL CONFORM TO THE LATEST EDITION OF THE ABC, CBC, ELECTRICAL AND PLUMBING CODES. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROFESSIONAL AND WORKMANSHIP STANDARDS. ALL MATERIALS SHALL BE NEW UNLESS OTHERWISE SPECIFIED TO PREVENT DAMAGE. VERIFY ALL DIMENSIONS, ELEVATIONS, AND DATA. REPORT ANY ERRORS AND/OR DISCREPANCIES TO THE ARCHITECT PRIOR TO CONSTRUCTION. DIMENSIONS PROVIDED ARE RELATIVE TO FACE OF STUD OR FACE OF CURB/CONCRETE. EACH SUCCESSIVE SUBGRADE IS REQUIRED TO CONFIRM THE LOCATION OF REFERENCE POINTS FOR LOCATING NEW WORK WITH THE EXISTING WORK ALREADY IN PLACE. ALL DESIGNS AND DRAWINGS REMAIN THE PROPERTY OF THE DESIGNER AND MAY NOT BE REPRODUCED WITHOUT PERMISSION OF THE DESIGNER. DO NOT SCALE DRAWINGS. THIS DRAWING SUPERSEDES PREVIOUS ISSUES.

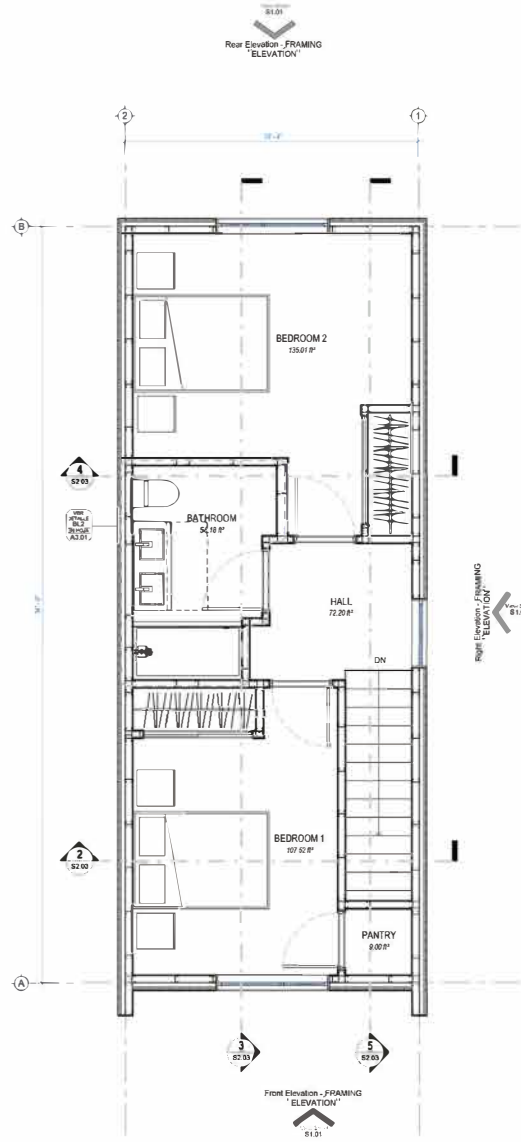
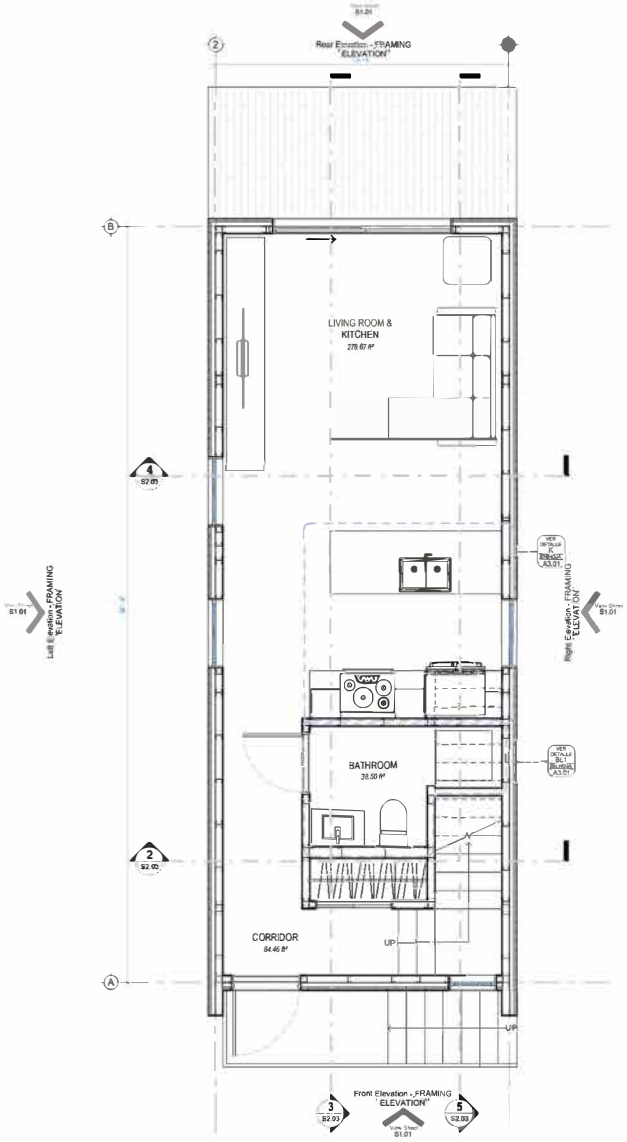
supermod.
Build better.

PROJECT:
UCLUELET COTTAGE

DRAWN:
DRAWING DESCRIPTION:
DIMENSIONS FLOOR PLAN

SCALE: AS NOTED
PROJECT NO.:
DRAWN BY: LG
CHECKED BY: JG
DATE:

A xipuddd

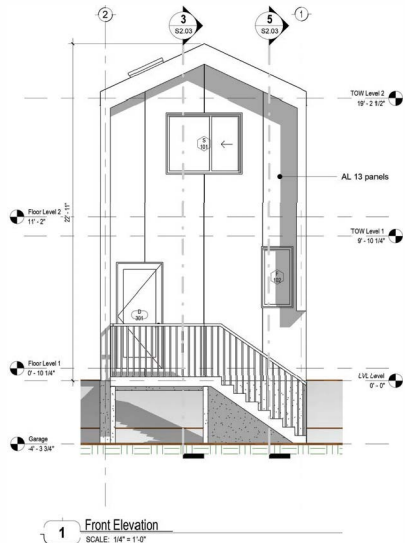


RECORD OF ISSUE	

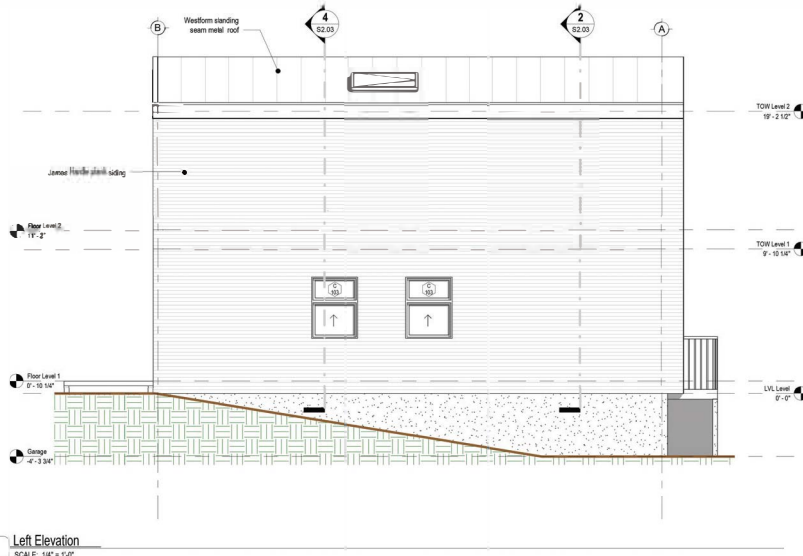
ALL WORK SHALL CONFORM TO THE LATEST EDITIONS OF THE ARCHITECT, ELECTRICAL, AND PLUMBING CODES. ALL WORK SHALL BE PERFORMED IN A PROFESSIONAL AND WORKMANLIKE MANNER. ALL MATERIALS SHALL BE WAREHOUSED AND PROTECTED TO PREVENT DAMAGE. VERIFY ALL DIMENSIONS, ELEVATIONS, AND DRAIN, BEFORE ANY BRICKS ARE LAYED. CONSIDERANCE TO THE ARCHITECT PRIOR TO CONSTRUCTION. DIMENSIONS PROVIDED ARE RELATIVE TO FACE OF STUD OR FACE OF CONCRETE. EACH SUCCESSIVE SUBTRADE IS REQUIRED TO CONFIRM THE LOCATION OF REFERENCE POINTS FOR LOCATING NEW WORK WITH THE WORK ALREADY IN PLACE. ALL DESIGNS AND DRAWINGS REMAIN THE PROPERTY OF THE DESIGNER AND MAY NOT BE REPRODUCED WITHOUT PERMISSION OF THE DESIGNER. DO NOT SCALE DRAWINGS. THE DRAWING SUPERSEDES PREVIOUS ISSUES.



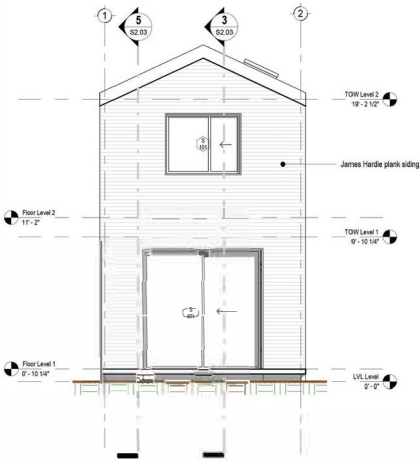
PROJECT	
UCLULET COTTAGE	
DRAWING SUBSCRIPTORS	
FURNITURE & ROOM FLOOR PLAN	
SCALE: AS SHOWN	DATE: 2024.02
PROJECT NO.: 02	DRAWN BY: JG
DRAWING NO.: 02	CHECKED BY: JG
CHECKED BY: JG	DATE: 2024.02



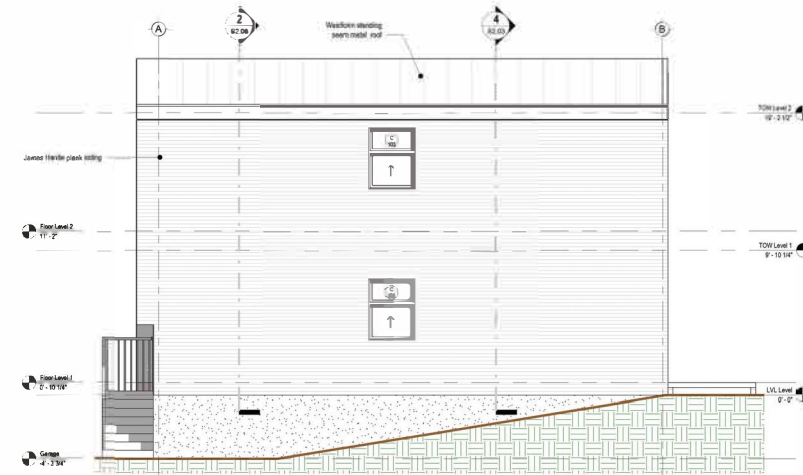
1 Front Elevation
SCALE: 1/4" = 1'-0"



2 Left Elevation
SCALE: 1/4" = 1'-0"



3 Rear Elevation
SCALE: 1/4" = 1'-0"



4 Right Elevation
SCALE: 1/4" = 1'-0"

RECORD OF ISSUE

June 07, 2023	Issued for Permit
June 23, 2023	Issued for Permit

RECORD OF REVISIONS

ALL WORK SHALL CONFORM TO THE LATEST EDITION OF THE ABC, NRC, ELECTRICAL AND PLUMBING CODES.
 ALL WORK SHALL BE PERFORMED IN A PROFESSIONAL AND WORKMANLIKE MANNER.
 ALL MATERIALS SHALL BE HANDLED AND STORED TO PREVENT DAMAGE.
 VERIFY ALL DIMENSIONS, ELEVATIONS, AND DATA. REPORT ANY ERRORS AND/OR DISCREPANCIES TO THE ARCHITECT PRIOR TO CONSTRUCTION.
 DIMENSIONS PROVIDED ARE RELATIVE TO FACE OF STUD OR FACE OF CONCRETE.
 EACH SUCCESSIVE SUBTRADER IS REQUIRED TO CONFIRM THE LOCATION OF REFERENCE POINTS FOR LOCATING NEW WORK WITH THE PREVIOUS WORK ALREADY IN PLACE.
 ALL DESIGN AND DRAWINGS REMAIN THE PROPERTY OF THE DESIGNER AND MAY NOT BE REPRODUCED WITHOUT PERMISSION OF THE DESIGNER.
 DO NOT SCALE DRAWINGS.
 THIS DRAWING SUPERCEDES PREVIOUS ISSUES.



PROJECT
UCLUELET COTTAGE

DRAWING DESCRIPTION
ELEVATIONS VIEWS

SCALE:	AS NOTED	DATE:	NUMBER
PROJECT NO.:	00	DATE:	01
DRAWN BY:	IG	DATE:	
CHECKED BY:	AS	DATE:	

LANDSCAPING
- 2-3x TREE VISUALIZATION

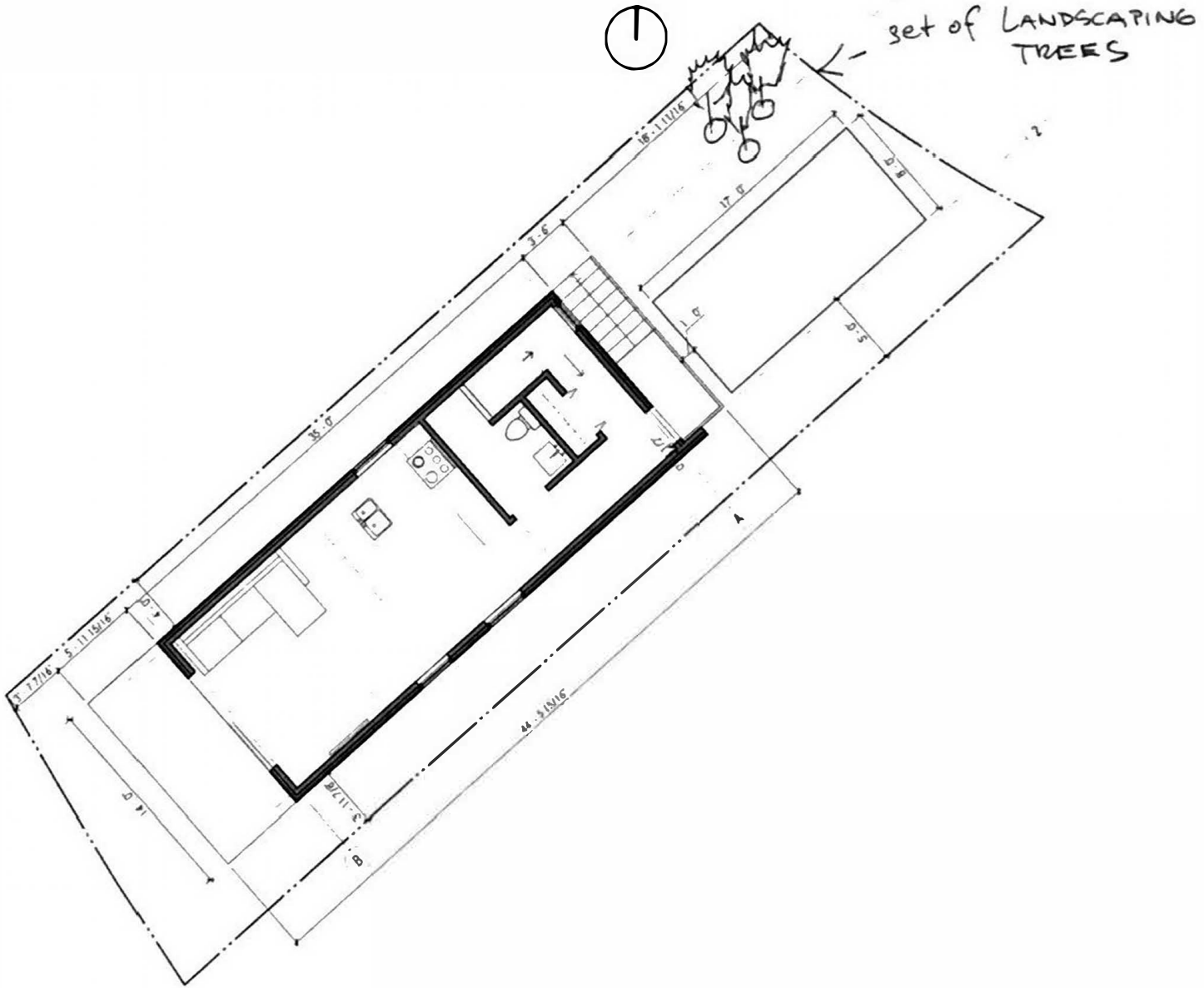




supermod.

1x PARKING

2-3 x
LANDSCAPING TREES



supermod.

UCLUELEI COTTAGE

PARKING PLAN

Page 37 of 211



DEVELOPMENT PERMIT DP23-08

Pursuant to section 488 of the Local Government Act, R.S.B.C 2015 C.1 as amended:

1. This Development Permit is issued to:

JAKUB RIHA; PAVLA SOUCKOVA (The “Owner”)

2. This Development Permit applies to, and only to, those lands within the District of Ucluelet described below, and the buildings, structures, and other development thereon:

1020 Tyee Terrace; PID 024-007-706, Strata Lot 3, Plan VIS4490, Section 21, Clayoquot Land District, (The “Lands”).

3. This Permit authorizes the construction of a two storey, 931sqft, Resort condo building and associated landscape and hardscape works.

4. These improvements apply only in the locations indicated, and otherwise in accordance with, the drawings and specifications attached to this Permit as **Schedule 1**.

5. The work authorized by this Permit may only be carried out in compliance with all federal, provincial, and municipal statutes, regulations, and bylaws. The Owner is responsible for ensuring that the timing of the work and any required permits or notifications by other agencies are obtained as required to comply with all applicable regulations.

6. Notice shall be filed in the Land Title Office under Section 503 of the Local Government Act, and upon such filing, the terms of this Permit or any amendment hereto shall be binding upon all persons who acquire an interest in the land affected by this Permit.

7. The Owner shall substantially commence the development within 24 months of the date of issuance, after which this permit shall be null and void.

8. This Permit is NOT a Building Permit.

9. The Municipality’s Chief Administrative Officer is hereby authorized to approve minor amendments to the plans provided that such amendments are consistent with the overall character and intent of the original plans.

AUTHORIZING RESOLUTION passed by the Municipal Council on the _____ day of _____, 2023.

ISSUED the _____ day of _____, 2023.

Bruce Greig
Director of Community Planning



Schedule 1

(See Appendix A)



REPORT TO COUNCIL

Council Meeting: November 7, 2023
500 Matterson Drive, Ucluelet, BC V0R 3A0

FROM: JOHN TOWGOOD, MUNICIPAL PLANNER

FILE No: 3060-20-DP23-07

SUBJECT: ENVIRONMENTAL DEVELOPMENT PERMIT FOR 348 PASS OF MELFORT

REPORT NO: 23-145

ATTACHMENT(S): Appendix A – Permit
Appendix B – Environmental Report

RECOMMENDATION(S):

THAT Council authorize the Director of Community Planning to execute and issue Development Permit 23-07 for the property at 348 Pass of Melfort to allow a 3 ft aluminium walkway/stairway, a 12 ft x12 ft deck/patio and limited vegetation removal to improve the view.

BACKGROUND:

This environmental Development Permit (DP) application is in relation to the property located at 348 Pass of Melfort; Strata Lot 10, Plan VIS5896, Section 1, Clayoquot Land District (the “subject property”).



(Figure 1 – Subject Property)

Development Permit Area VII (Marine Shoreline)

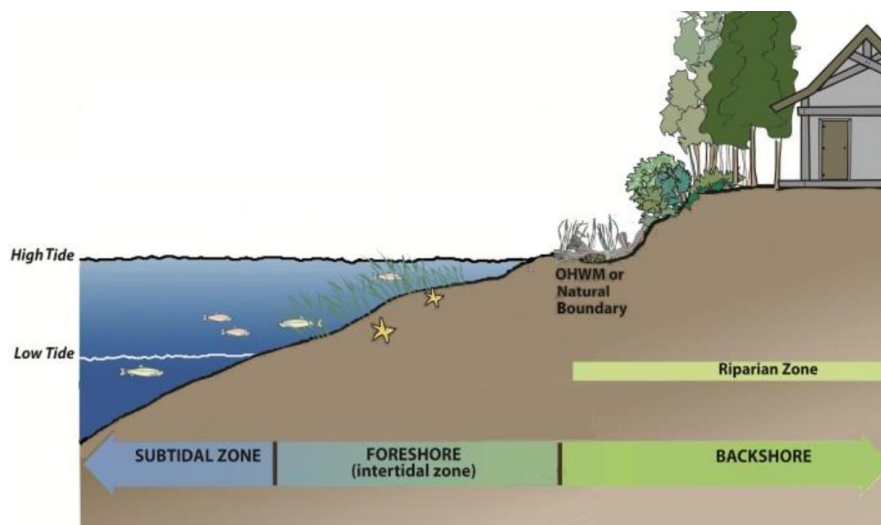
Environmental Development Permit Areas are established to guide development and land use to ensure the most sensitive environmental features of a site are protected and ecological functions are not needlessly disturbed by development activities. For all land lying within an Environmental DP area, the applicant must submit a report prepared by a Qualified Environmental Professional (QEP) assessing the site, its natural features and the proposed development then establish conditions to guide construction to protect and mitigate potential environmental impacts.

The proposed works are located within the 30m *Marine Shoreline* DP area which includes all areas within 30m above and below the natural boundary of the sea (**figure 2**).



(Figure 2- Subject property in Schedule 'E' Environmental Development Permit Area Map)

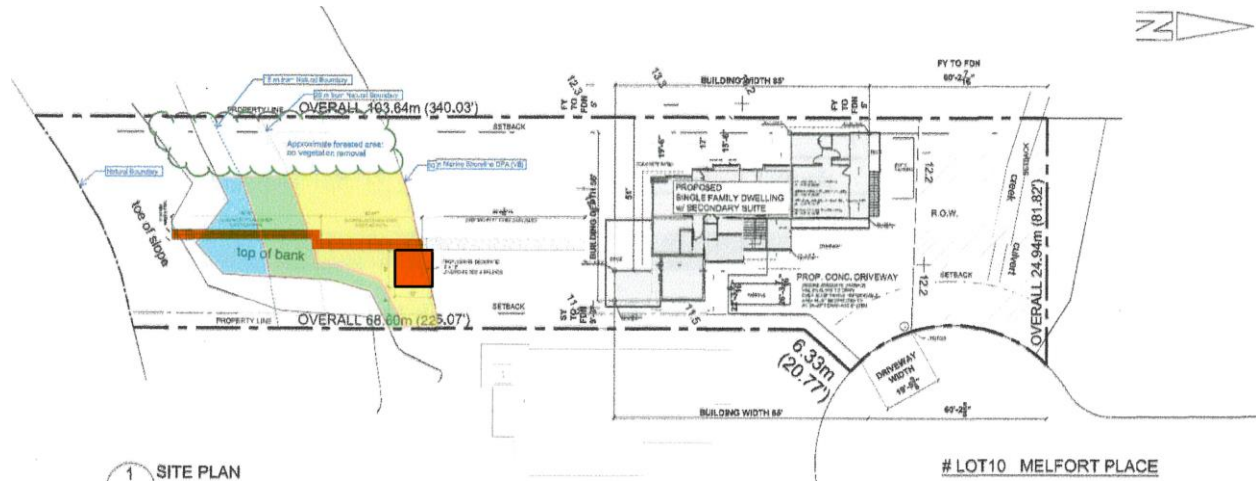
The applicant has retained a QEP to prepare an Environmental Assessment Report (**Appendix B**) on the environmental considerations of the site and recommendations to guide the proposed development. This QEP report looked at the subtidal zone, the foreshore, and the backshore as illustrated in the following image from the Department of Fisheries and Oceans Canada website:



(Figure 3 – DFO Image)

THE DEVELOPMENT:

The proposed works consist of the installation of a 3' aluminium walkway/stairway, a 12'x12' deck/patio and limited vegetation removal to improve view as shown below (Figure 4). The applicant is proposing limited disturbance of the marine shoreline area and the applicants QEP has made recommendations as to how the disturbance can occur in an environmentally sensitive way consistent with the shoreline development permit guidelines.



(Figure 4 –Site plan from environmental report (stair/walkway and deck/patio shaded in red)

ANALYSIS OF OPTIONS:

A	Authorize the issuance of DP23-07	Pros	<ul style="list-style-type: none"> Allows proposal to proceed in a manner which a QEP has deemed consistent with the OCP development permit guidelines.
		Cons	<ul style="list-style-type: none"> Development in sensitive environmental areas may occur – though subject to the conditions of the permit.
		Implications	<ul style="list-style-type: none"> Approval will allow the application to proceed.
B	Provide alternative direction	Pros	<ul style="list-style-type: none"> Achieves the goals and objectives as identified by Council
		Cons	<ul style="list-style-type: none"> Unknown at this time
		Implications	<ul style="list-style-type: none"> Dependent on the direction of Council
		Suggested Motion	<ul style="list-style-type: none"> THAT Council, with regard to DP23-07, (<i>provide alternative direction here</i>)
C	Reject the application	Pros	<ul style="list-style-type: none"> This development will not proceed at this time
		Cons	<ul style="list-style-type: none"> Does not allow applicant’s proposal to proceed in a manner which a QEP has deemed consistent with the OCP development permit guidelines.
		Implications	<ul style="list-style-type: none"> The application would not proceed. Additional staff time will be required to follow up with applicant and consultants.

	Suggested Motion	THAT Council reject the application for Development Permit 23-07 [note which specific DP guidelines are not being adequately met].
--	------------------	---

POLICY OR LEGISLATIVE IMPACTS:

This application is consistent with the *Official Community Plan*, the *Zoning Bylaw* and the *Local Government Act*. It is important to note, that that applicant is responsible for ensuring that all Provincial and Federal laws, requirements, and best practices are followed.

NEXT STEPS:

If this application is approved the attached DP will be signed by the Director of Community Planning, issued to the applicant, and notice will be filed with the Land Title Office.

Respectfully submitted: John Towgood, Municipal Planner
 Bruce Greig, Director of Community Planning
 Duane Lawrence, CAO

DEVELOPMENT PERMIT DP23-07

Pursuant to section 488 of the Local Government Act, R.S.B.C 2015 C.1 as amended:

1. This Development Permit is issued to:

Yan Reznikov; Maria Reznikova
(The “**Permittee**”)

2. This Development Permit applies to, and only to, those lands within the District of Ucluelet described below, and the buildings, structures, and other development thereon:

348 Pass of Melfort; PID 026-493-748, Strata Lot 10, Plan VIS5896, Section 1, Barclay Land District
(The “**Lands**”)

3. This Permit authorizes the following improvements on the Lands:
 - The construction of a stair/walkway, a 12’x12’ patio/deck, and trimming of vegetation for view indicated in the attached site plan (**Schedule 1**).
4. The permit holder, as a condition of issuance of this Permit, agrees to comply with the terms and conditions of **Schedule 2** which is attached hereto and forms part of this permit.
5. In addition to compliance with the terms and conditions listed in Schedule 2, the permit holder must adhere to all conditions of the Qualified Environmental Professional report in **Schedule 3** which is attached hereto and forms part of this permit.
6. Prior to any site disturbance or contractor mobilization, the permit holder must erect fencing or otherwise demarcate the no-disturbance area beyond the works and contact the District of Ucluelet to arrange a pre-construction inspection.
7. The work authorized by this Permit may only be carried out in compliance with all federal, provincial, and municipal statutes, regulations, and bylaws. The Owner is responsible for ensuring that the timing of the work and any required permits or notifications by other agencies are obtained as required to comply with all applicable regulations.
8. Notice shall be filed in the Land Title Office under Section 503 of the Local Government Act, and upon such filing, the terms of this Permit or any amendment hereto shall be binding upon all persons who acquire an interest in the land affected by this Permit.
9. The Owner shall substantially commence the development within 24 months of the date of issuance, after which this permit shall be null and void.
10. Upon completion of all proposed works, the Owner shall provide a letter from a QEP to the District of Ucluelet confirming that the work done under permit was completed meeting the conditions listed below.
11. This Permit is NOT a Building Permit.
12. The Municipality’s Chief Administrative Officer is hereby authorized to approve minor amendments to the plans provided that such amendments are consistent with the overall character and intent of the original plans.



AUTHORIZING RESOLUTION passed by the Municipal Council on the day of , 2023.

ISSUED the day of , 2023.

Bruce Greig
Director of Community Planning



Schedule 2

Terms and Conditions

As a condition of the issuance of this Permit, the Permittee representing the Lands hereby to comply with all following Impact Reductions and Mitigation Measures, determined by Qualified Environmental Professional (QEP) as necessary to avoid negative impacts to environmental habitats within and adjacent to the Property.

Entire 30 m DP A inland from Natural	<ul style="list-style-type: none"> No removal of trees that are >30 cm diameter at breast height. There are already relatively few large trees within this previously cleared DPA. To improve views, larger trees (>30 cm diameter at breast height, including those that are below the top of bank) can be selectively pruned by and as recommended by an ISA certified arborist such that tree health is not compromised. Typically, no more than 25% of foliage should be moved. No removal of vegetation within forested area along west side of DPA.
Between Natural Boundary and Top of	<ul style="list-style-type: none"> No removal of vegetation except pruning of larger trees and to accommodate the proposed stairway (which may require trimming and removal of some shrub vegetation). Maintain natural vegetation that is within 1.5 m from the top of bank. Within this 1.5 m wide area, small trees can be removed (or pruned) and shrubs and groundcover shall remain but can be trimmed to as low as 1.0 m in height.
Zone between 20 m and 30 m from Natural Boundary	<ul style="list-style-type: none"> Young vegetation (shrubs and small trees) in previously cleared area beyond 1.5 m from top of bank may be removed or pruned to create a useable yard and to accommodate the trail and deck/patio. In previously cleared area small trees can be removed (or pruned).
Zone that is between 15 m and 20 m from Natural Boundary	<ul style="list-style-type: none"> Shrubs and ground cover shall remain but can be trimmed to as low as 1.0 m in height. Trimming to 1.0m high may occur annually. No removal of vegetation within forested area along west side of DPA
Zone from Top of Bank to 15 m from Natural Boundary	<ul style="list-style-type: none"> In previously cleared area all small trees can be removed (or pruned). These trees are typically 1 to 3 m high and will eventually grow and obstruct views. Shrubs and groundcover shall remain but can be trimmed to 1.5 m high. Trimming to 1.5 m high may occur annually. No removal of vegetation within forested area along west side of DPA.

In addition to the above vegetation management recommendations, we recommend the following:



- The undersigned biologist shall be contacted to conduct a prework meeting prior commencing any vegetation clearing or pruning within the 30 m DP A. During this meeting, the biologist shall review the vegetation management recommendations and discuss the sequence and timing of the work.
- Avoid initial vegetation removal during the typical bird nesting period between March 1 to August 31. Future periodic maintenance pruning shall always be conducted outside of this period.
- If the initial clearing or pruning of trees, shrubs, and ground cover is planned to occur within the nesting season, retain a Qualified Environmental Professional to conduct a bird nest site survey. Section 34(c) of the Wildlife Act prohibits the disturbance of a bird, egg or nest while the nest is occupied. The destruction of eggs and active nests of migratory birds is also prohibited by the Migratory Birds Convention Act. Any active nest sites shall be identified and flagged with buffer to be left undisturbed until the young birds have fledged and left the nest.
- The ideal time to prune trees and shrubs is during the dormant season (late winter to early spring) and before the nesting season begins (March 1st).



Schedule 3

(See Appendix B for environmental reports)



208A – 2520 Bowen Road
Nanaimo, BC V9T 3L3
P: (250) 751-9070

September 22, 2022

EDI Project No: 22N0303

Leroy Falloon
Tamlin International Homes Ltd.
200-145 Schoolhouse Street
Coquitlam, BC V3K 4X8

RE: Lot 10 Melfort Place, Ucluelet

INTRODUCTION

EDI Environmental Dynamics Inc. (EDI) was retained by Tamlin International Homes Ltd. (TIHL) to conduct an assessment at Lot 10 Melfort Place, Ucluelet (the Property). An assessment is required at this residential waterfront lot as the homeowner (TIHL’s client) is seeking to conduct works within a District of Ucluelet Development Permit Area (DPA VII – Marine Shoreline). This DPA extends 30 m horizontally both landward and seaward from the natural boundary of the ocean. Planned works include vegetation removal, trail construction, stairway construction and patio construction, and these are associated with approved house construction that is underway on the Property. The undersigned biologist conducted an assessment at the Property on May 25, 2022.

SITE CHARACTERISTICS

Background Information

Several online databases were searched to identify known environmental values and sensitivities within and near the Property. Table 1 provides a summary of the desktop review.

Table 1. Summary of Background Information Review

Information Source	Type of Information	Results of Search
Habitat Wizard & Sensitive Habitat Inventory Mapping (SHIM)	Mapped streams, fish observations and stream reports for mapped watercourses. Known occurrences of provincially and federally listed species and ecosystems.	No streams within or near the Property. No known species or ecosystems listed as threatened or rare are known to occur within or immediately adjacent to the study area
Wildlife Tree Stewardship Atlas	Bald Eagle and Osprey nest trees.	No known nests occur within or near the Property.
British Columbia Great Blue Herons Atlas	Great Blue Heron Colonies	No known colonies occur within or near the Property.



Field Observations

The site was visited by the undersigned biologist on May 25, 2022. The south-facing, waterfront Property is located at the head of a small bay, which is part of Carolina Channel. The 30 m DPA inland of the natural boundary within the Property generally consists of the following areas:

1. A low-lying, forested marine riparian area between the natural boundary and the toe of slope.
 - This area is largely natural and appears minimally disturbed by any historic activities.
 - Vegetation is dominated by dense native shrub cover and small to medium sized trees (no large, significant, older trees were observed).
2. A short, steep slope between the Toe of Slope and Top of Bank identified on the site plan.
3. A gently sloped area extending from the Top of Bank to the 30 m DPA boundary.
 - The west edge consists of mature forest, which extends from the forested property to the west.
 - The remaining area east of the mature forest was previously cleared several years ago. It now consists of young pole/sapling trees with a dense shrub understory. Several California Wax Wyrrtle (*Morella californica*) shrubs are present within this area. This is a common evergreen shrub in the area but is provincially blue-listed (special concern) in BC, due to its limited range in the province.
 - An existing pathway extends through this area from the house site to the top of bank.



Photo 1. Looking south towards the ocean from the cleared house site that is outside of the 30 m DPA. Photo shows previously cleared area along the west side of the DPA (left) and forested portion of DPA (right).



Photo 2. Looking south showing young forest within northern, upland portion of 30 m DPA. Red circle identifies one of the larger California wax myrtle shrubs observed.



Photo 3. Looking south from top of bank, towards the intertidal area and the lower, southern portion of the DPA.

PROPOSED DEVELOPMENT

As per the attached Site Plan, the proposed developments are associated with construction of a new home on this waterfront lot. Proposed developments that overlap with the DPA include:

- Installation of 3' wide aluminum walkway/stairway from the northern boundary of the 30 m DPA to the toe of slope, following an existing narrow footpath.
- Construction of 12' x 12' gravel deck/patio at the northern edge of the 30 m DPA.
- Limited vegetation removal and pruning within the 30 m DPA to maintain and improve existing views.



These developments are ancillary to construction of a waterfront home on the lot, which was beginning at the time of our assessment. The house construction and related clearing and earthworks were outside of the flagged 30 m DPA. The attached site plan shows the entire lot, the existing and planned developments, as well as vegetation management recommendations described in Table 1 (below).

DISCUSSION AND RECOMMENDATIONS

Following the background review and site visit, the only known environmentally sensitive features at/near the site are:

- The marine environment and shoreline.
- The marine riparian area (upland area adjacent to the marine shoreline).
- California wax myrtle shrubs (provincially listed as *special concern* but are common in the area).

The planned construction of a walkway/stairway and patio represent small areas of minimal disturbance within a portion of the DPA that does not contain larger trees or mature forest. The DPA guidelines indicate that development and vegetation removal within the DPA should only be that which is needed considered suitable for the area by a Qualified Environmental Professional and that relates the development to surrounding buildings and structures.

Vegetation removal and trimming within the 30 m DPA has the potential to adversely impact the features, functions, and conditions of the sensitive and important marine riparian environment. It is our opinion that the most sensitive and important area is from the natural boundary to the toe of slope. This low-lying area is closest to the shoreline, is at least partially subject to periodic flooding from storm surges that coincide with high tide events, and, among many attributes important for maintaining biodiversity, it is an important area for wildlife use and movement. The following table provides recommendations that have been provided to minimize disruption to the most sensitive and important marine riparian areas that are within the 30 m DPA, while allowing for waterfront views to be improved/maintained and for residential waterfront uses to occur on the Property.

Table 1. Vegetation management recommendations within 30 m DPA

Zone	Recommendations
Entire 30 m DPA inland from Natural Boundary	<ul style="list-style-type: none"> • No removal of trees that are >30 cm diameter at breast height. There are already relatively few large trees within this previously cleared DPA. • To improve views, larger trees (>30 cm diameter at breast height, including those that are below the top of bank) can be selectively pruned by and as recommended by an ISA certified arborist such that tree health is not compromised. Typically, no more than 25% of foliage should be removed. • No removal of vegetation within forested area along west side of DPA.
Between Natural Boundary and Top of Bank	<ul style="list-style-type: none"> • No removal of vegetation except pruning of larger trees and to accommodate the proposed stairway (which may require trimming and removal of some shrub vegetation).
Zone between 20 m and 30 m from Natural Boundary	<ul style="list-style-type: none"> • Maintain natural vegetation that is within 1.5 m from the top of bank. Within this 1.5 m wide area, small trees can be removed (or pruned) and shrubs and groundcover shall remain but can be trimmed to as low as 1.0 m in height. • Young vegetation (shrubs and small trees) in previously cleared area beyond 1.5 m from top of bank may be removed or pruned to create a useable yard and to accommodate the trail and deck/patio.
Zone that is between 15 m and 20 m from Natural Boundary	<ul style="list-style-type: none"> • In previously cleared area small trees can be removed (or pruned). • Shrubs and groundcover shall remain but can be trimmed to as low as 1.0 m in height. Trimming to 1.0 m high may occur annually. • No removal of vegetation within forested area along west side of DPA.
Zone from Top of Bank to 15 m from Natural Boundary	<ul style="list-style-type: none"> • In previously cleared area all small trees can be removed (or pruned). These trees are typically 1 to 3 m high and will eventually grow and obstruct views. Shrubs and groundcover shall remain but can be trimmed to 1.5 m high. Trimming to 1.5 m high may occur annually. • No removal of vegetation within forested area along west side of DPA.

In addition to the above vegetation management recommendations, we recommend the following:

- The undersigned biologist shall be contacted to conduct a prework meeting prior commencing any vegetation clearing or pruning within the 30 m DPA. During this meeting, the biologist shall review the vegetation management recommendations and discuss the sequence and timing of the work.
- Avoid initial vegetation removal during the typical bird nesting period between March 1 to August 31. Future periodic maintenance pruning shall always be conducted outside of this period.
- If the initial clearing or pruning of trees, shrubs, and groundcover is planned to occur within the nesting season, retain a Qualified Environmental Professional to conduct a bird nest site survey. Section 34(c) of the Wildlife Act prohibits the disturbance of a bird, egg or nest while the nest is occupied. The destruction of eggs and active nests of migratory birds is also prohibited by the Migratory Birds Convention Act. Any active nest sites shall be identified and flagged with buffer to be left undisturbed until the young birds have fledged and left the nest.
- The ideal time to prune trees and shrubs is during the dormant season (late winter to early spring) and before the nesting season begins (March 1st).



Provided the above recommendations and standard best practices are followed, we do not anticipate any significant adverse impacts to the important features, functions and conditions that occur within the 30 m DPA on the Property.

STATEMENT OF LIMITATIONS

This report was prepared exclusively for Tamlin International Homes Ltd. by EDI Environmental Dynamics Inc. The quality of information, conclusions and estimates contained therein are consistent with the level of effort expended and is based on: i) information available at the time of preparation; ii) data collected by EDI Environmental Dynamics Inc. and/or supplied by outside sources; and iii) the assumptions, conditions and qualifications set forth in the report. The report is intended to be used by Tamlin International Homes Ltd. for the intended purpose as outlined by this report (local government review). Any other use or reliance on this report by any third party is at that party's sole risk.

The recommendations made in this report are not meant to satisfy any potential slope stability, flood hazard, or sea level rise considerations as these aspects are not within our expertise.

Any material changes to either site conditions or the proposed activities as described in the report may invalidate the conclusions and recommendations made. The undersigned biologist should be contacted if the development plans change to determine if the report needs to be revised or updated.

Yours truly,

EDI Environmental Dynamics Inc.

Adam Compton, R.P.Bio.
Senior Biologist/Project Manager

Attachments: Site Plan



REPORT TO COUNCIL

Council Meeting: November 7, 2023
500 Matterson Drive, Ucluelet, BC V0R 3A0

FROM: ABBY FORTUNE, DIR OF RECREATION & PARKS

FILE NO: 6380-40

SUBJECT: HARBOUR WALKWAY – RESOLUTION OF SUPPORT

REPORT NO: 23-147

ATTACHMENT(S): APPENDIX A - HARBOUR WALKWAY MANAGEMENT PLAN - DRAFT

RECOMMENDATION(S):

THAT Council support the submission of the Harbour Walkway Management Plan and Park Project application as presented in report no. 23-147 to Front Counter BC (FCBC) to obtain Crown Land tenure within the Inner Boat Basin.

BACKGROUND:

Through the endorsed Resort Development Strategy (RDS) (2022-2025) and Resort Municipality Initiative (RMI) funding, the District of Ucluelet is working to develop a park and associated Harbour Walkway within its inner harbour. This project has been identified through the OCP Parks & Trails Objectives. The Harbour Walkway will connect to existing waterfront trails and result in approximately 895 metres of accessible waterfront recreational trail within Ucluelet's town centre (approximately 310 m of existing trail with approximately 585 m of new trail).

OCP Objective 2Z

A continuous Safe Harbour Trail following the shore of the Ucluelet Inlet wherever possible and, where interrupted by existing residential or marine commercial activities, connecting seamlessly with town pathways.

OCP Policy 2.69 The priorities for new parks & trails projects are:

- *create and extend the Safe Harbour Trail*
- *create a connected pedestrian route along the Small Craft Harbour connecting to the Village Square*
- *improve accessible, safe viewing opportunities...*

OCP Policy 2.73 Use existing and new rights-of-way to create new sections of trail along the shoreline of Spring Cove, Hyphocus Island, the Inner Boat Basin and Olsen Bay.

Currently, the northern portion (Waters Edge) of the proposed park is a marine wetland traversed by a deteriorated timber boardwalk and is approximately 0.36 hectares (ha). The southern portion of the proposed park (inner boat basin) is a mud flat comprising dredge spoils from historical dredging and is approximately 1.92 ha. This portion previously also had a timber boardwalk; however, it has been removed due to public safety concerns and is only accessible by road with no designated pedestrian access.

Development of the park and Harbour Walk will provide residents and tourists with safe pedestrian access to waterfront areas as well as enhance and protect natural habitat features. If successful in obtaining Crown Land tenure, the District plans to undertake habitat restoration in the southern portion of the park, which may include new wildlife habitat features to promote biodiversity. The Harbour Walk Boardwalk will traverse this enhanced area.

For the FCBC application a resolution of Council for the application is required to obtain the land tenure for the park as outlined in the attached management plan. Please see **Appendix A**.

Staff is also currently engaging with Yuułuʔiłʔatḥ Government on this project to ensure support and where and if required, mitigation measures are included in the development.

On behalf of the District Legacy Environmental has contacted different departments at FCBC to discuss tenure requirements, the application process, and potential for sponsorship for the tenure. They have also started the online FCBC tenure application and produced the attached management plan with associated figures for the application. The next step is to finalize and submit the FCBC application and await their review. There will be some consultation with their departments as they review and move the application forward.

ANALYSIS OF OPTIONS:

A	Support the FCBC application	Pros	<ul style="list-style-type: none"> Identified RDS project application is submitted Tie in with the current OCP parks policies
		Cons	<ul style="list-style-type: none"> None at this time
		Implications	<ul style="list-style-type: none"> Staff time and consultant time is required to complete the application The District will take on liability with Crown Land tenure Once a tenure is granted, a full project plan would be required and presented to Council to determine cost implications
B	Do not proceed with the application	Pros	<ul style="list-style-type: none"> RMI funding could be reallocated to other key tourism facing projects
		Cons	<ul style="list-style-type: none"> An identified and funded RDS project would be shelved
		Implications	<ul style="list-style-type: none"> Waters Edge boardwalk would not be fixed or reinstated Staff time would still be required to remove the boardwalk
		Suggested Motion	No motion is required.

NEXT STEPS:

- Finalize support from Yuułu?iŕ?ath Government
- Finalize the application and submit the FCBC

Respectfully submitted: Abigail K Fortune, Director of Recreation & Parks
 Duane Lawrence, CAO

Crown Land Application Management Plan

To complete this plan:

1. Review the [application checklist](#) and [guidance document](#)
2. Describe your project in detail in the form below (you may be required to use a qualified professional to complete the plan)
3. Submit your plan with your application through [Virtual FrontCounter BC](#).

Please note:

- If we need more information, we will contact you. Applications not meeting application requirements within the requested timeframes may be rejected.

1.0 Background

The Application for Crown land tenure requires general information about your proposed activity.

1.1 Project Overview

Describe the intended use for which authorization is requested, including construction and/or phase development details, and decommissioning information (if applicable). Provide general information on activity purpose, location, size, timeframe, and main features. Be sure to include any proposed mitigative measures for impacts.

The District of Ucluelet is working to develop a park and associated Harbour Walk within its inner harbour. The Harbour Walk will connect to existing waterfront trails and result in approximately 895 metres of accessible waterfront recreational trail within Ucluelet's town centre (approximately 310 m of existing trail with approximately 585 m of new trail).

Currently, the northern portion of the proposed park is a marine wetland traversed by a deteriorated timber boardwalk and is approximately 0.36 hectares (ha). The southern portion of the proposed park is a mud flat comprising dredge spoils from historical dredging (dates unknown) and is approximately 1.92 ha. This portion previously also had a timber boardwalk; however, it has been removed due to public safety concerns and is only accessible by road with no designated pedestrian access.

Development of the park and Harbour Walk will provide residents and tourists with safe pedestrian access to waterfront areas as well as enhance and protect natural habitat features. If successful in obtaining Crown land tenure, Ucluelet plans to undertake habitat restoration in the southern portion of the park, which may include new wildlife habitat features to promote biodiversity. The Harbour Walk boardwalk will traverse this enhanced area.

Appendix A

As the creation and development of the park and Harbour Walk are dependent on successfully obtaining Crown land tenure, the plan is in the preliminary stages of design. Upon Crown land tenure, Ucluelet will work with Engineers and Environmental Consulting companies to plan the boardwalk construction and, identify any potential impacts and outline appropriate impact mitigation measures.

1.2 Investigative Work

If any preliminary investigative work has been carried out, with or without an investigative authorization, provide details on work completed, incomplete, or on-going. Be sure to describe the activity, its status, and any comments/milestones.

Activity	Brief Description	Complete/ Incomplete/ Ongoing	Comments
n/a			

1.3 Engagement with First Nations

- Describe your engagement with First Nation communities or groups regarding your proposed activities.
- Include the name of the First Nation(s) and its representative(s)
- Detail your discussion of potential adverse effects from the proposed activity and any discussed mitigation measures.
- Provide information on First Nations agreements undertaken.

The proposed park is located within Yuułu?ił?ath Traditional Territory.

2.0 Location

A [General Location Map](#) and a Detailed Site Plan are required to be uploaded with the application.

2.1 Description

Provide a general description of the location of the project. Be sure to note:

- Traffic patterns and volume
- Parking
- Any other significant details related to your activity

The proposed park and Harbour Walk will be located within easy walking distance of Ucluelet's shops and restaurants within the downtown area, allowing residents and tourists to enjoy the natural environment of the area in combination with visiting Ucluelet's downtown area without having to drive. Parking downtown is limited but there are a few parking lots and some street parking available. When creating a Tourism Plan for Ucluelet, a tourism engagement survey was conducted and identified that improving public transportation options or creating a parking

Appendix A

management strategy could help address concerns with the limited downtown parking spaces and congestion observed during tourism peak times.

The proposed Park would also be accessible by roads (i.e., Harbour Crescent); however, parking is limited and/or restricted. The Harbour Walk will also connect to the Ucluelet Campground, one of the most popular places to stay in Ucluelet, as well as to the existing trail network.

2.2 Location Justification

Tell us why you need this type of activity at this location. For example, is the activity close to a highway for easy truck access?

The proposed Park is located adjacent to the west of Ucluelet's marina, and the Harbour Walk will connect to existing waterfront trails within Ucluelet's town downtown area.

2.3 Seasonal Expectations of Proposed Use

Let us know what times of the year you're proposing to use the land. Ensure you reference appropriate [timing windows](#) for projects in or around water.

Construction/ Operations	Brief Description	Season/ Timing	Comments
Construction	Construction of the boardwalk	DFO Area 24: Summer: July 1 – September 1 Winter: December 1 – February 15	Construction dates are still to be determined as this project is in the preliminary stages. Works will likely occur during the least risk timing window.
Operation	Public use of the boardwalk	Year-round	Once constructed, it is assumed that the boardwalk will be open year-round for residents and tourists to enjoy.
Maintenance	Maintenance of boardwalk	As needed	Maintenance will occur as needed to confirm public safety and will be analyzed on a per-case basis for potential impacts and requirements.

2.4 Historical Use

Has the land, or portions of the land been previously developed? Provide as much detail as you can, adding this detail to the maps if necessary.

Appendix A

The area was historically used as a walkway and had boardwalks that were accessible to the public. The north portion contains a deteriorated boardwalk that is closed to the public and the south portion previously contained a boardwalk that was removed due to safety concerns.

3.0 Infrastructure and Improvements

3.1 Facilities and Infrastructure

Detail any new and existing facilities, infrastructure, or processes proposed and any ancillary uses. Provide details of planned construction methods, materials, and construction scheduling. Identify mitigation for potential issues. Outline your plan for long term maintenance of improvements, decommissioning, and/or required remediation.

Facility/Infrastructure/Process	Construction Methods/Materials	Construction Schedule	Long Term Planning
Boardwalk	TBD upon Tenure and Sponsorship approval	TBD	TBD

3.2 Infrastructure/Access

Identify existing and proposed roads used to access the site.

Include information about:

- Types of roads and vehicles expected to use them
- Anticipated traffic volumes during construction and operation
- The use of roads by season
- Connections that:
 - Need either a Ministry of Transportation and Infrastructure [permit for connection](#) or [Use of a Forest Service Road](#).
- Any road use agreements

Roadway/Proposed Connection	Existing Road Classification	Road Permittee Information and Road Use Agreements	Traffic Volume for Construction and Operational Phases	Mitigation of Traffic Effects
Harbour Crescent	Residential	Public	n/a	n/a

3.3 Utility Requirements and Sources

Appendix A

Describe utility requirements and potential sources, include agreements in place or underway allowing access to utilities. Utilities include power generation, electrical or gas transmission or distribution lines, and telecommunications.

The plan for use of power to the boardwalk is not yet verified. If tenure and sponsorship is approved, the District of Ucluelet will engage with an engineering company to create construction plans.

3.4 Water Supply

Identify water requirements for construction and operation phases.

Construction/ Operation Phase	Water Source(s) (e.g. Surface Water, Ground Water, etc.)	Source/Location	Infrastructure Description	Agreements*
n/a				

*Agreements outside of [Water Sustainability Act Authorizations](#), such as Municipal water supply.

3.5 Waste Collection Treatment and Disposal

Identify any waste disposal (note septic system required), sewage, sanitation facilities, and refuse disposal proposed. Include agreements in place or underway such as regional health board sewage disposal permits.

Construction/ Operation Phase	Discharge distance to closest body of water (lake, well, etc.)	Volume of daily discharge	Infrastructure description	Agreements
n/a				

3.6 FireSmart

Identify any proposed actions to incorporate [FireSmart](#) best practices in the tenure area.

n/a

4.0 Environmental

Describe significant impacts and proposed mitigation for each of the following:

4.1 Land Impacts

4.1.1 Vegetation Removal

Is any timber removal required? To cut timber on Crown land once your tenure has been issued, you may require an [Occupant Licence to Cut](#).

No vegetation removal is expected at this time; however, that may change following Tenure/Sponsorship approval and subsequent environmental assessments. If required, vegetation removal would be limited to construction access and invasive species.

Are any areas of vegetation to be cleared, outside of timber removal?

No vegetation removal is expected at this time; however, that may change following Tenure/Sponsorship approval and subsequent environmental assessments. If required, vegetation removal would be limited to construction access and invasive species.

4.1.2 Soil Disturbance

Will there be any areas of soil disturbance, including grubbing, excavation, contouring, and levelling?

No soil disturbance is expected at this time; however, that may change following Tenure/Sponsorship approval and subsequent environmental assessments. If required, soil disturbance would be limited to construction access, boardwalk construction (piling), and invasive species removal.

Is the area to be excavated a [brownfield](#) site or have the potential to be [contaminated](#)?

No, the area is not a brownfield site and is not expected to be contaminated. If suspect soil is encountered during construction, construction will halt and the material will be investigated.

Any ground-disturbing activities have the potential to impact [archaeological](#), paleontological [fossils](#), or historical artifacts. Have you considered these [potential impacts](#) or taken any action to identify them? You may be required to hire a professional to assist with your investigations.

The site has not been assessed for potential archaeological deposits; however, the District of Ucluelet will be in discussion with the Yuuluth and a Chance Find Procedure will be in place during construction of the boardwalk.

4.1.3 Riparian Encroachment

Appendix A

Will any works be completed within or adjacent to the riparian zone of any water body? The [Riparian Areas Protection Regulation](#) may affect your development if it's within 30 metres of a watercourse and you intend to:

- Disturb soil
- Remove plants
- Construct or install works for flood protection
- Develop drainage systems or service sewer or water systems

The proposed park contains a marine mudflat, and the proposed boardwalk is within the marine riparian area. As project design is dependent on the successful approval of the tenure and sponsorship, exact details of riparian disturbance is unknown at this time. It is assumed that soil disturbance will be limited to construction access and boardwalk installation, and vegetation removal will be limited to construction access and invasive plant removal.

4.1.4 Pesticides and Herbicides

Will [pesticides, fertilizers, or herbicides](#) be used during construction, operations, or maintenance?

No pesticides, fertilizers, or herbicides will be used during construction, operations, or maintenance.

4.1.5 Visual Impacts

What impacts will your activity have on [visual quality objectives](#). Could it impact sight lines from surrounding areas likely to be used for scenic viewing?

Construction of the boardwalk will increase the visual quality of the proposed park as it will provide a platform for users to enjoy the scenic view of the bay and variety of species that rely on the area without causing negative impacts (i.e., trampling of plants, disturbance of nests).

4.2 Atmospheric Impact

4.2.1 Sound, Odour, Gas, or Fuel Emissions

Will your activity cause any of the following to disturb wildlife or nearby residents?

- Sound?
- Odour?
- Gas?
- Fuel Emissions?

Following boardwalk construction, no disruption to wildlife or nearby residents is expected. Habitat restoration within the southern portion of the park is expected to increase wildlife habitat features, improving biodiversity.

4.3 Hydrology

4.3.1 Drainage Effects

Appendix A

Will the project result in changes to land drainage?

No changes to land drainage are expected to occur with this proposed project,

4.3.2 Flood Potential

Will the project result in a potential for flooding?

No, the proposed project is not expected to result in a potential for flooding,

4.4 Fish and Wildlife Habitat

4.4.1 Disturbance to Fish/Wildlife and Fish/Wildlife Habitat

What effect will your activity (construction or operations phase) have on [wildlife or wildlife habitat](#)?

As project design is dependent on the successful approval of the tenure and sponsorship, exact details of fish/wildlife and fish/wildlife habitat disturbance is unknown at this time. It is assumed that construction of the boardwalk will be of short duration and a small footprint, and therefore considered to have a nil-to-low impact. Additionally, by creating an elevated boardwalk, it is assumed that human impacts to the mudflat and species (i.e., trampling) will be reduced overall. Upon approval of tenure and sponsorship, the District of Ucluelet will engage an environmental consulting company to conduct an assessment and provide input to the park design.

Will the activity (construction or operations phase) occur in and around [streams, lakes, estuarine, or marine environments](#)?

Yes, the proposed park is along a marine mudflat.

Is the construction or operation of your activity likely to increase erosion or sedimentation?

No, construction or operation of the park and boardwalk are not assumed to increase erosion or sedimentation.

Will the construction or operation of your activity require [water diversion](#)?

No.

Will the activity threaten or endanger [species at risk](#) in the area?

A search of iMapBC did not show any recorded instances of critical habitat for federal species at risk within the proposal park area, and while a search of BC CDC reported the potential for approximately 86 federal species at risk to be present within the proposed park, construction/operation activities are not expected to cause negative impacts to species at risk.

Upon tenure and sponsorship approval, an environmental assessment will be completed to assess potential affects to species at risk, and mitigation measures will be outlined to reduce potential harm.

5.0 Socio-Community

Describe significant impacts and proposed mitigation for each of the following:

5.1 Land Use

Describe the current community setting or any locally known areas in use on, or near, the activity area.

The site is located within the District of Ucluelet and adjacent to the downtown area. Ucluelet is a small coastal town where tourism and harbour-related industries are the two main industries. Within the District of Ucluelet, there are several existing trails that contribute to the tourism industry. The Ucluelet Lighthouse Loop, Ancient Cedars Loop Trail, and Wild Pacific Trail are examples of these existing trails, and will be used to inform the design of the proposed park and Harbour Walk, including signage regarding Indigenous Traditional Ecological Knowledge (TEK), environmental information, and habitat restoration.

5.1.1 Land Management Plans and Regional Growth Strategies

Are there any plans, strategies, or use restrictions that could limit or prevent your activity? They include:

- [Land and resource management plans](#)
- Coastal plans
- Provincial or regional growth strategies
- [Local government plans](#) with zoning, or management policies or use restrictions in place that could limit or preclude your proposed use of the land?

Refer to the [Union of BC Municipalities](#), and check the websites of the municipality, regional district, or other organization with jurisdiction that includes your activity area.

No plans, strategies, or use restrictions have been found that would limit or prevent the proposed park and boardwalk. The site falls within the District of Ucluelet and the Harbour Walk addresses two of the objectives in Ucluelet's Parks and Recreation Master Plan, specifically continued development of the trail system and development and acquisition of parks and open space. According to that plan, "[t]he potential for a Harbour Walk was the proposed amenity that generated most interest at the October 2011 Open House". The Harbour Walk is also identified in Ucluelet's Official Community Plan and Transportation Plan, and as described below, it helps to meet objectives of Ucluelet's Tourism Plan.

Appendix A

5.2 Socio-Community Conditions**5.2.1 Adjacent Users or Communities**

Is the project likely to restrict public access, or the ability of adjacent landowners or tenure holders to access their property or tenures?

No, the project will not restrict public or landowner/tenure holder access.

5.2.2 Public Access

Will the project result in changes to public access?

Yes, the project will result in an increase capacity for public access via boardwalk.

5.2.3 Existing Services

Describe any increased demand on fire protection, health facilities, or emergency services. Include proposed management or mitigation measures.

The proposed park and boardwalk are not expected to increase demand on existing services at this time; however, the District of Ucluelet will continue to monitor the use and demand on these services as a part of their Parks and Recreation Master Plan and Tourism Plan.

END OF FORM



REPORT TO COUNCIL

Council Meeting: November 7, 2023
500 Matterson Drive, Ucluelet, BC V0R 3A0

FROM: BRUCE GREIG, DIRECTOR OF COMMUNITY PLANNING **FILE NO:** 6630-24 BCH
SUBJECT: BC HOUSING - COMMUNITY HOUSING FUND GRANT **REPORT NO:** 23- 144

ATTACHMENT(S): APPENDIX A – PROJECT OVERVIEW FROM CHF APPLICATION
APPENDIX B - DRAFT LEASE TO WCRS
APPENDIX C – DRAFT NOTICE OF LEASE

RECOMMENDATIONS:

1. **THAT**, as a project partner, Council endorse the application by the Westcoast Community Resources Society to the BC Housing *Community Housing Fund* for a 5-unit mixed market and affordable rental housing development on the municipally-owned property at 1300 Peninsula Road; and,
2. **THAT** Council receive public input at its November 21, 2023, regular meeting on the proposed lease of the property at 1300 Peninsula Road to the Westcoast Community Resources Society for a nominal fee and a term of 60 years to operate 5 units of mixed market and affordable community rental housing.

BACKGROUND:

Staff first presented a report to Council on the potential for an affordable housing development on the District-owned property at 1300 Peninsula Road at its [January 24, 2023 meeting](#). At that time Council directed staff to pursue the Canada Mortgage and Housing Corporation (CMHC) Rapid Housing Initiative (RHI) grant and pursue an agreement to partner on the project with a community social support service provider.

At its [March 14, 2023 meeting](#), Council received a report on the details of the RHI grant submission, and confirmed the allocation of up to \$225,000 from the affordable housing reserve fund to support the initial project survey, engineering, design, legal, grant preparation and project costs. Council also authorized a memorandum of understanding with the Westcoast Community Resources Society (WCRS) for the operation of the supportive housing project, should Ucluelet be successful in obtaining the capital grant.

On March 14th, Council also adopted Zoning Amendment Bylaw No. 1324, 2023, to designate the property at 1300 Peninsula Road for multi-family housing to facilitate the proposed 5 units of affordable, supportive housing.

The initial staff reports (links above) provide background on the site, the housing need and context for a municipal affordable housing project at 1300 Peninsula Road in partnership with WCRS.

Unfortunately, the District was not successful in the RHI grant competition. Feedback from CMHC staff indicated that although Ucluelet submitted a great project, the grant was highly subscribed - and the spread of funding just didn't cover projects in all interested communities.

In the March 14th staff report, it was noted that *“the first phase of the project will deliver a shovel-ready design package for the 5 housing units at 1300 Peninsula Road. If the District is successful in obtaining an RHI grant, Council would see a future report seeking authorization for the construction contract phase of the project. If the District is unsuccessful in this grant competition, staff would explore other funding options and bring those for Council to consider.”*

In August, BC Housing opened the Community Housing Fund 2023 (CHF) for proposals. Council received a report at its [September 26, 2023, meeting](#) and directed staff to prepare a grant application to BC housing. The deadline for submission is November 17, 2023.

Some highlights of the structure of the CHF funding:

- Through this funding stream, BC Housing (BCH) is looking to create a mix of rental housing (20% deep subsidy, 50% rent geared to income, 30% market rental);
- Land would be leased by the District to the WCRS;
- BCH would provide a capital grant of \$158,294 per unit;
- The balance of the construction costs would be loaned to WCRS in a 35-year mortgage;
- BCH would provide an ongoing operating subsidy to WCRS to offset the cost of the mortgage payments;
- Equity contributions (i.e., District land and contributions from the Affordable Housing Reserve) raise the priority of the project within the funding criteria.
- Building maintenance and operating costs would be the responsibility of WCRS and funded through unit rents.

See project overview in **Appendix “A”**.

Financial Implications:

The District's contribution to the project would be the value of the land committed to community housing for at least 60 years, plus the \$225,000 already allocated in 2023 from the Affordable Housing reserve (note the Affordable Housing reserve has been funded from a portion of the MRDT, not property taxes).

From its allocation of \$225,000 to the project, the District has covered initial costs of survey, engineering, legal, architectural design, cost estimating and the preparation of the grant application and draft lease. The balance of funding would go to offset permit fees and Development Cost Charges, and contribute toward construction costs.

Project financing is as follows:

	cost /value	funding source
land	\$850,000	District owned
survey, engineering, design, legal	\$225,000	Ucluelet affordable housing reserve
capital grant for construction costs	\$792,470	BCH Community Housing Fund 2023
mortgage for balance of construction costs	approx. \$2,500,000	WCRS (w/ BCH funding)
operating costs		Rents (per BCH formula)

As an indication of the regional benefit of the WCRS programs and the need on the west coast for affordable housing, the District has received letters of support for this CHF grant from Tla-o-qui-aht, Yuułuʔiłʔatḥ Government, MP Johns, the District of Tofino, Alberni-Clayoquot Regional District and the Clayoquot Biosphere Trust.

The Building Permit drawings have been reviewed and - subject to grant financing enabling the engagement of a contractor - the permit is ready to be issued.

The municipal solicitors have prepared a draft lease (see **Appendix ‘B’**) based on a template provided by BC Housing. After receiving public input on November 21st, Council could then authorize the lease – subject to funding through a successful grant application.

Conclusion:

Staff recommend that Council consider the motions laid out at the outset of this report to advance a grant application to the current CHF program for this affordable rental housing development on District land. The project would meet a pressing, known housing need in the community. The Westcoast Community Resources Society is an experienced and qualified community partner to take on the long-term operation of the housing units.

ANALYSIS OF OPTIONS:

A	That Council support pursuing the mixed-rent affordable housing project at 1300 Peninsula Road as outlined in the staff report.	<p><u>Pros</u></p> <ul style="list-style-type: none"> Aligns with an identified community housing need for affordable rental housing – one which will not otherwise be met without commitment of public resources from the District and/or other agencies. Would take advantage of the current BCH grant opportunity to leverage provincial funds to construct the project. Aligns with past initial work to identify where District resources are best spent to address community housing needs. Takes advantage of the site at 1300 Peninsula Road and its proximity to schools and other community facilities – making it particularly well suited for housing for families. Would take advantage of the engineering and architectural design work already completed for this site.
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B	That Council not support pursuing the CHF grant application at this time.		<ul style="list-style-type: none"> • Would support an existing non-profit community service provider in delivering their programs to support vulnerable persons and families in the community.
		<u>Cons</u>	<ul style="list-style-type: none"> • Opportunity cost - commits the land to this purpose for the long term.
		<u>Implications</u>	<ul style="list-style-type: none"> • Would commit the use of the District-owned property at 1300 Peninsula Road to use for affordable rental housing for at least 60 years. • Utilizes the funds already committed from the Affordable Housing Reserve • Operating costs and mortgage for outstanding capital costs would be the responsibility of WCRS and BC Housing.
		<u>Pros</u>	<ul style="list-style-type: none"> • Unknown
		<u>Cons</u>	<ul style="list-style-type: none"> • Would not address a known community housing need. • Would not take advantage of the current grant and partnership opportunity. • Would not take advantage of investment in developing shovel-ready project plans.
		<u>Implications</u>	<ul style="list-style-type: none"> • Balance of Affordable Housing Reserve funds would be available for other projects.
		<u>Suggested Motion</u>	No motion required.

POLICY OR LEGISLATIVE IMPACTS:

The property is currently designated in the OCP Long-range Land Use Plan as “Multi-Family Residential” and has been zoned as R-2 Medium-Density Residential in anticipation of developing the lot for affordable housing.

Next Steps:

Notice of the lease is being published (see **Appendix ‘C’**) to gather public input by written submission which Council would receive at its next regular meeting. Authorization of the lease could proceed after considering any public input received.

Respectfully submitted: Bruce Greig, Director of Community Planning
 Duane Lawrence, Chief Administrative Officer

1300 PENINSULA ROAD – BC HOUSING COMMUNITY HOUSING FUND APPLICATION – PROJECT OVERVIEW

Housing Provider/Proponent Profile		Total Units
Housing Provider Name	West Coast Community Resources Society	5
Address (Street, City, Postal Code)	500 Matterson Drive, Box 868, Ucluelet BC, VOR 3A0	(Autocalculation, do not enter data above)
Submission Contact Name	Laurie Hannah	
Submission Contact Email	exec.director@wccrs.ca	
Submission Contact Phone	250.726.2343	

Project Location Profile	
Region (Health Authority)	Vancouver Island
Street Address of housing development	1300 Peninsula Road
City	Ucluelet, BC
Postal Code	VOR 3A0
Project/Development Name	1300 Peninsula Road Housing

Unit Designation

Building 1		
Rent Category	CHF Program Benchmark (% required)	No. of Units
Market	30%	1
Rent Geared to Income (RGI)	50%	2
RGI Deep Subsidy	20%	
Building Total Units		3

Building 2		
Rent Category	CHF Program Benchmark	No. of Units
Market	30%	
Rent Geared to Income (RGI)	50%	1
RGI Deep Subsidy	20%	1
Building Total Units		2

Target Population

Choose one or more target population groups

Target Population 1	Women and women with children who are experiencing or at risk of violence
Target Population 2	Families w/ low/moderate incomes

Need & Demand Analysis *(Limit 150 words)*

Briefly describe how the housing addresses regional demand for specific target population, community impact, and nearby housing projects.

As Ucluelet continues to experience a significant rise in housing costs, deepening housing insecurity, and limited housing availability, remains an immediate need for housing opportunities for women and children living in the community. Outlined in the 2021 Ucluelet Housing Needs and Assessment report, approximately 26% of Ucluelet households are living in core housing need, meaning that their accommodation is unsuitable, inadequate, and/or unaffordable. Actively addressing this core housing need, these units under the Community Housing Fund will directly serve the needs of women and children living in the community. Facing disproportionate amounts of violence, gender discrimination, and economic inequality, there remains limited safe spaces designed specifically for women and children. Offering safe, secure, adequate, sustainable, and affordable living opportunities, these units are essential for the health and wellness of women and children, and by extension the Ucluelet community at whole.

Accessible Units	Accessible Units (% of Total Units)
No. Accessible Units for All Buildings	3 60%

Project Concept

Unit Details (All buildings combined)	Number of units	Unit Size
Four-Bedroom Units	0	n/a
Three-Bedroom Units	3	1207
Two-Bedroom Units	0	n/a
One-Bedroom Units	2	603.5
Studios	0	n/a
TOTAL RESIDENTIAL SQ FT	4828	

	Building 1	Building 2
Building type	Wood framed	Wood framed
Storeys #	2	2
Parking Surface	Surface	Surface
Parking	3 stalls (560 sq.ft)	2 stalls (400 sq.ft.)

TERMS OF INSTRUMENT - PART 2

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WHEREAS:

- A. The Lessee wishes to provide housing for persons with special housing requirements and/or limited income and agrees to use the Lands for this purpose.
- B. The Commission, a representative of the Province, has agreed to provide financial assistance for the operating costs of the Building and the programs to be offered to the residents of the Building. *[NTD: delete or amend if necessary]*
- C. The Lessor is the owner of the Lands and has agreed to lease to the Lessee the Lands for the Term upon the terms, conditions and provisos herein.

WITNESS that in consideration of the rents reserved and the covenants and agreements set forth below, the parties agree as follows:

THE LESSOR HEREBY DEMISES AND LEASES UNTO THE LESSEE AND THE LESSEE DOES HEREBY TAKE AND RENT THE LANDS, TO HAVE AND TO HOLD THE LANDS UNTO THE LESSEE FOR AND DURING THE TERM AS HEREIN PROVIDED.

IN CONSIDERATION OF THE SUM OF TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID AND PROVIDED BY THE COMMISSION TO BOTH THE LESSOR AND THE LESSEE, BOTH THE LESSOR AND THE LESSEE COVENANT AND AGREE WITH THE COMMISSION THAT THE COMMISSION WILL HOLD AND ENJOY THE RIGHTS, BENEFITS, PRIVILEGES, AUTHORITY AND DISCRETIONS GRANTED TO THE COMMISSION IN THIS LEASE.

ARTICLE 1
DEFINITIONS AND INTERPRETATION

- 1.1 Capitalized terms used in this Lease have the meanings specified in this Section 1.1, unless otherwise provided in this Lease:
 - (a) “Additional Rent” means all sums, costs, expenses and other amounts, if any, payable by the Lessee to the Lessor pursuant to this Lease, including, without limitation, Realty Taxes, payments in lieu of Realty Taxes, Utilities and all sums payable by way of indemnity under this Lease, but excluding Basic Rent;
 - (b) “Alterations” means all alterations, changes, replacements, substitutes, additions and improvements to the Building;
 - (c) “Approved Lender” means any Mortgagee approved by Canada Mortgage and Housing Corporation for the purpose of making loans under the *National Housing Act* (Canada);
 - (d) “Architect” means the architect qualified as such pursuant to the laws of the province of British Columbia who is supervising the design, construction, repair, renovation and/or reconstruction of the Building;
 - (e) “Basic Rent” means one dollars (\$1);

- (f) “Building” means the building(s) and all other structures to be constructed on the Lands, together with all Alterations or repairs thereto and all improvements from time to time constructed upon or affixed or appurtenant to the Lands;
- (g) “Commencement of Construction” means the later of the date when the first building permit for the Building is issued to the Lessee by the District and the date when the Lessee’s contractor commences any work on the Lands related to construction of the Building;
- (h) “Commission” means British Columbia Housing Management Commission or its successors in function;
- (i) “Corporation” means Canada Mortgage and Housing Corporation or its successors in function, or the Commission;
- (j) “District” means the District of Ucluelet;
- (k) “Eligible Occupant” means a person who, during the time that such person is an occupant in the Building, meets the criteria prescribed in an Operating Agreement;
- (l) “General Instrument” means the Form C - *Land Title (Transfer Forms) Regulation* pursuant to the *Land Title Act* (British Columbia), and all schedules and addenda to the Form C;
- (m) “Insured Loan” means a loan in respect of which an insurance policy has been issued under the *National Housing Act* (Canada) and is in force;
- (n) “Interest Adjustment Date” means the date from which the principal amount of the Insured Loan together with interest thereon becomes payable by regular instalments;
- (o) “Lands” means all of the Lessor’s interest in the land described in the General Instrument, including every incidental right, benefit or privilege attaching to that land or running with it;
- (p) “Lease” means this Lease;
- (q) “Lease Commencement Date” means the date this Lease is registered at the ● Land Title Office;
- (r) “Lessee” means the Westcoast Community Resources Society ●;
- (s) “Lessor” means the District of Ucluelet;
- (t) “Losses” means liabilities, actions, judgments, claims, losses, damages, orders, fines, penalties, expenses, including related professional and other fees and disbursements and costs;

- (u) “Mortgage” means a registered mortgage or registered mortgages granted by the Lessee in accordance with Section 15.1 upon or in respect of the interest of the Lessee in the Lands and the Building or any part thereof and includes any deed of trust and mortgage to secure any bonds or debentures issued thereunder;
- (v) “Mortgagee” means a mortgagee or mortgagees under a Mortgage and includes any trustee for bondholders or debenture holders under a deed of trust and mortgage to secure any bonds or debentures issued thereunder, including the Corporation;
- (w) “Operator” means a non-profit organization that has entered into an Operating Agreement;
- (x) “Operating Agreement” means an agreement entered into or to be entered into that relates to the management of the Building and the support services to be provided to the Eligible Occupants;
- (y) “Permitted Encumbrances” means the charges and encumbrances, if any, registered on title to the Lands on the Lease Commencement Date and any other charges specifically approved in writing by both the Commission and the Lessor;
- (z) “Personnel” of a party means the elected officials and directors, officers, employees, servants and agents of that party, as applicable;
- (aa) “Province” means the province of British Columbia;
- (bb) “PRHC” means the Provincial Rental Housing Corporation;
- (cc) “Prime Rate” means the floating annual percentage rate of interest established from time to time by the main branch of the Bank of Montreal located in Vancouver, British Columbia, or its successor, as the base rate that is used to determine rates of interest charged by it for Canadian dollar loans to customers in Canada and designated by the Bank of Montreal as its “prime rate”;
- (dd) “Realty Taxes” means all assessments for taxes, rates, duties (including school taxes, local improvement rates and other charges levied pursuant to the *Hospital District Finance Act* (British Columbia), the *Municipal Finance Authority Act* (British Columbia) or otherwise) that now are or will or may be levied, rated, charged or assessed against the Lands, the Building, and all other structures, machinery, equipment, facilities and other property of any nature whatsoever located on the Lands, by any municipal, parliamentary, legislative, regional, school or other authority;
- (ee) “Review Date” means the date on which the constitution and bylaws of the Lessee are approved in writing by the Commission;
- (ff) “Term” means sixty60 years commencing on the Lease Commencement Date;

(gg) “Trustee” means a trust company duly authorized to carry on business in the province of British Columbia and appointed by the Corporation, or the Lessor if the Corporation has no interest in the Lands and the Building, for the purposes of ARTICLE 9 of this Lease; and

(hh) “Utilities” means all charges, rates and levies on account of utilities, including heat, electricity, gas, telephone, television, internet and other costs and expenses of a similar nature, and, if not included in Realty Taxes, for water and garbage collection.

1.2 Any reference in this Lease to legislation will be deemed to include all regulations thereto, all amendments and re-enactments thereof and all successor legislation.

ARTICLE 2 PAYMENT OF RENT

2.1 Basic Rent

The Lessee covenants and agrees with the Lessor to pay to the Lessor the Basic Rent for the Term on the Lease Commencement Date.

2.2 Net Lease

All Basic Rent and Additional Rent required to be paid by the Lessee hereunder will be paid at such location as the Lessor may stipulate from time to time without any deduction, abatement or set-off whatsoever, it being the intention of this Lease that the Basic Rent and Additional Rent payable under this Lease will, unless otherwise expressly stipulated herein to the contrary, be absolutely net to the Lessor and free of all abatements, set-off or deduction of any costs, payments and outgoing of every nature arising from or related to the Lands, the Building, or any other improvements on the Lands, and the Lessee will pay or cause to be paid all such costs, payments and outgoings.

2.3 Interest on Amounts in Arrears

When the Basic Rent, Additional Rent or any other amount payable hereunder by the Lessee to the Lessor is in arrears, such amount will bear interest at the Prime Rate plus three percent (3%) per annum, calculated and compounded monthly not in advance, from the date due until paid.

2.4 Application of Section 2.3

Section 2.3 will apply only if the Commission is not providing operating assistance to the Building under the terms of the subsidy commitment contained in the Operating Agreement.

ARTICLE 3
PAYMENT OF TAXES

3.1 Payment of Realty Taxes if Lands Not Exempt

Save as otherwise provided in Section 3.2, the Lessee will, during the Term, no later than the day immediately preceding the date or dates on which the Realty Taxes become due and payable, pay and discharge or cause to be paid and discharged the Realty Taxes and, if requested by the Lessor, will deliver to the Lessor for inspection receipts for payments of the Realty Taxes within fourteen (14) days of such payment. Not later than thirty (30) days following receipt of any tax assessment or notice the Lessor will deliver a copy of such assessment or notice to the Lessee.

3.2 Payment in Lieu of Realty Taxes if Lands Exempt

The Lessee covenants and agrees with the Lessor that if during the Term all or any part of the Lands, Building, structures, machinery, equipment and facilities thereon are exempt from Realty Taxes in whole or in part, then the Lessee will, in each and every year during the Term that such exemption occurs, pay to the Lessor as Additional Rent, at the same time as Realty Taxes would be payable if such exemption were not available, an amount equal to the amount that would be payable as Realty Taxes if such exemption were not available.

3.3 Right to Appeal Assessment

The Lessee will have the right from time to time to appeal, in its own or the Lessor's name, any assessment of the Lands or Building or any Realty Taxes referred to in Sections 3.1 and 3.2, provided that such appeal will be at the sole expense of the Lessee.

3.4 Business Tax and License Fees

The Lessee covenants with the Lessor to pay or cause to be paid during the Term when due every tax, permit and license fee (including penalties and interest) in respect of any and every business carried on, in or upon the Lands or Building or in respect of the use or occupancy of the Lands or Building by the Lessee (and any and every sublessee, permittee and licensee), whether such taxes or permit and license fees are charged by any municipal, parliamentary, legislative, regional or other authority.

3.5 Other Taxes

The Lessee will pay when due all goods and services taxes, harmonized sales taxes, value-added taxes, sales taxes and consumption based taxes, rates, levies and assessments, including penalties and interest, that are from time to time payable by the Lessee as a result of, or that would not be payable but for, its rights and obligations contained in this Lease, including but without derogating from the generality of the foregoing, such taxes, rates, levies and assessments payable as a result of any payment obligations herein of the Lessee to the Lessor.

3.6 Pro-rating Obligations

In the first and last years of the Term, the Lessee's obligations under Sections 3.1 and 3.2 will be pro-rated according to the portion of the year included in the Term, such pro-rating to be on a per diem basis.

3.7 Application of Section 3.2

Section 3.2 will not apply during such time as the Building is used or is intended to be used to house Eligible Occupants, it being the intent of the parties that the Lands and Building will be exempt from Realty Taxes or payments in lieu of Realty Taxes if the Building is intended to be used to house Eligible Occupants.

ARTICLE 4 CONSTRUCTION OF BUILDING

4.1 Lessee to Construct Building

The Lessee will construct the Building, together with other facilities ancillary thereto and connected therewith, on the Lands in substantial accordance with the drawings, specifications (including materials to be used), elevations, location on the Lands and exterior decoration and design and all other documents and information upon which the issuance of the building permits by the District are based and that have been approved by the Lessor and the Commission. No changes will be made to such drawings, specifications, elevations, location, exterior decoration and design, other documents or information, or to the requirements of such building permits without the approval of the Lessor and the Commission, provided that the Commission may approve minor changes allowed by the building permit(s) for the Building without the approval of the Lessor.

4.2 Substantial Completion of Building

For the purposes of this Article 4, the Building will be deemed to have been substantially completed when the Architect has certified to, or otherwise satisfied, the Lessor and the Commission that, with respect to the Building:

- (a) all work of a structural nature has been properly completed;
- (b) all building equipment and services, including elevators (if any), heating systems and air-conditioning systems (if any), and utilities have been completed, are operating properly and are available for use by tenants of the Lessee, and all lobbies, stairwells and other areas intended for the common use of tenants of the Lessee are completed except for work of a superficial nature, which is both minor in character and of a type that, owing to the likelihood of damage, may reasonably be deferred until the Building is partially or substantially occupied by tenants of the Lessee;
- (c) all building bylaws and regulations of the District have been complied with by the Lessee;

- (d) all rentable space is completed for occupancy except for work of a superficial nature that is dependent upon unascertained requirements of individual tenants of the Lessee, and work that is reasonably and customarily performed by tenants of the Lessee;
- (e) all areas are clean and all surplus building material and rubbish have been removed;
- (f) the Building is in a condition in which it can be occupied by tenants of the Lessee, and any work that is still unfinished can be completed promptly and is work the incompleteness of which will not be objectionable to a tenant of the Lessee acting reasonably;
- (g) the Building has been constructed in all respects in a good and workmanlike manner and in accordance with the drawings and specifications, and in compliance with all building permits issued by the District; and
- (h) a certificate of completion has been issued in respect of the Building pursuant to the *Builders Lien Act* (British Columbia).

4.3 Termination of Lease on Failure to Construct

Subject to Sections 4.6 and 17.2 and Article 23, if Commencement of Construction has not taken place within one hundred and eighty (180) days of the Lease Commencement Date, or if construction of the Building is not substantially completed in accordance with the requirements of Section 4.1 within one hundred and eighty (180) days after the second anniversary of the Lease Commencement Date, the Lessor will have the option at any time thereafter to terminate this Lease, and in such event this Lease will terminate and be of no further force or effect and without any reimbursement or compensation to the Lessee, unless the Lessor consents in writing to extend the deadline for Commencement of Construction, such consent not to be unreasonably withheld.

4.4 Landscaping

Within one hundred and eighty (180) days of substantial completion of the Building, the Lessee will landscape the Lands and thereafter maintain the landscaping in accordance with landscaping plans that have been approved by the Commission. Without limiting the foregoing, the Lessee shall maintain the fence and trees located along the western boundary of the Lands in a good condition to the satisfaction of the Lessor.

4.5 Alterations After Substantial Completion

After substantial completion of the Building, the Lessee will not make or permit to be made any Alterations affecting the structure of the Building or the exterior appearance of the Building without the written approval of the Lessor and the Commission, which approval the Lessor and the Commission will not unreasonably withhold. No Alterations involving an estimated cost of more than Two Hundred Thousand Dollars (\$200,000.00) will be undertaken until the Lessee has submitted or caused to be submitted to the Lessor and the Commission such drawings, specifications (including the materials to be used),

elevations (where applicable), locations (where applicable), exterior decoration and design and such other documentation and information as the Lessor and the Commission may request in connection with the proposed Alterations, and until all of the same have been approved in writing by the Lessor and the Commission, which approval the Lessor and the Commission will not unreasonably withhold. The Lessee covenants and agrees with the Lessor and the Commission that, subject to Section 4.6, all Alterations undertaken by or for the Lessee once begun will be prosecuted with due diligence to completion.

4.6 Unavoidable Delays

If, by reason of strike, lock-out or other labour dispute, material or labour shortage not within the control of the Lessee, fire, explosion, flood, wind, water, earthquake, act of God or other similar circumstances beyond the reasonable control of the Lessee and not avoidable by the exercise of reasonable effort or foresight by the Lessee, the Lessee is, in good faith and without default or neglect on its part, prevented or delayed in achieving Commencement of Construction or substantial completion of the Building in accordance with Section 4.2 or the repair of the Building or any part or parts of the Building which under the terms of this Lease the Lessee is required to do by a specified date or within a specified time, the date or period of time within which such work was to have been completed will be extended by the Lessor by a reasonable period of time at least equal to that of such prevention or delay, and the Lessee will not be deemed to be in default if it performs and completes the work in the manner required by the terms of this Lease within such extended period of time or within such further extended period of time as may be agreed upon from time to time between the Lessor, the Lessee and the Commission.

ARTICLE 5 BUILDERS LIENS

5.1 Builders Liens

In connection with all labour performed on or materials supplied to the Lands, including but not limited to the construction of the Building, the Lessee will comply with, and will cause any contractor hired by it to comply with, the provisions of the *Builders Lien Act* (British Columbia), and with all other statutes applicable in connection therewith and in force from time to time, including any provision or statute requiring or permitting the retention of portions of any sums payable by way of holdbacks.

5.2 Discharge of Builders Liens

If and whenever any builders lien, or other lien or claim arises or is filed against the Lessor's interest in the Lands in connection with work, labour, services or materials supplied to or for the Lessee or for the cost of which the Lessee may in any way be liable, the Lessee will, within fifteen (15) days after receipt of notice of such lien or claim, procure the discharge thereof, and the discharge of any certificate of pending litigation registered in respect of any such lien or claim, by payment or giving security or in such other manner as may be required or permitted by law; provided, however, that in the event of a bona fide dispute by the Lessee of the validity or correctness of any claim for

any such lien, the Lessee will not be bound by the foregoing, but will be entitled to defend against the same in any proceedings brought in respect thereof after first paying into a court of competent jurisdiction the amount claimed or sufficient security therefor, and such costs as the court may direct. The Lessor may pay and discharge any lien claim if, in its reasonable judgement, the Lands or the Lessor's interest in the Lands becomes liable to forfeiture or sale, or is otherwise in jeopardy. The Lessee will reimburse to the Lessor any amount paid by the Lessor in discharging a lien claim and the Lessor's reasonable expenses in connection therewith.

5.3 Notice by Lessor

Pursuant to section 3(2) of the *Builders Lien Act*, the Lessor may file in the Land Title Office notice of its fee simple interest in the Lands and for all purposes of this Lease the construction of the Building by the Lessee will be deemed not to be done at the request of the Lessor.

ARTICLE 6 RESTRICTIONS ON OPERATIONS AND USE

6.1 Use

Unless otherwise agreed to in writing by the Lessor and the Commission, the Lessee covenants and agrees with the Lessor and the Commission that neither the Lands nor Building nor any part of the Lands or Building will be used for any purpose except that of housing Eligible Occupants, subject always to the laws, bylaws, regulations and permits governing the use of the Lands and Building from time to time. In particular, of the five (5) dwelling units to be constructed on the lands, three (3) shall be operated as "rent geared to income" units, one (1) shall be operated as a "deep subsidy" unit, and one (1) shall be operated as a market rental. Neither the Lands nor Building nor any part of the Lands or Building will be used for business, trade or manufacture without the written approval of the Lessor and the Commission, which approval the Lessor and the Commission may arbitrarily withhold. If, however, the Lessor and the Lessee determine that it is not practical or commercially reasonable to continue to carry on the use described in this Section 6.1, the Lessee may commence to use and occupy the Lands and Building for another use, including a commercial use that is approved by the Lessor, and if it elects to do so:

- (a) the Basic Rent will be adjusted, from time to time, to reflect the fair rental value of the Lands, without reference to the Building, given the use to which the Lands and Building are put, from time to time. If the parties cannot agree on the Basic Rent or the dates when the Basic Rent is to be adjusted, the Basic Rent and/or adjustment dates will be settled by arbitration pursuant to Article 19; and
- (b) the Lands and Building will not be exempt from Realty Taxes.

6.2 No Nuisance

The Lessee will not carry on, or suffer or permit to be carried on, upon the Lands anything which would constitute a nuisance to the Lessor or to any neighbouring

properties or their owners or occupants provided, however, that the occupation of the Lands and Building by Eligible Occupants in accordance with the terms of this Lease shall not constitute a nuisance.

6.3 No Subdivision

The Lessee covenants that it will not subdivide the Lands or the Building pursuant to the *Strata Property Act* (British Columbia).

6.4 Constitution

The Lessee agrees that without the prior written consent of the Commission, it will not amend or permit its constitution to be amended or varied in any way from the constitution filed in the British Columbia Corporate Registry as of the Review Date. If the Review Date is not established by the Commission, the Lease Commencement Date will be deemed to be the Review Date.

6.5 Restriction on Contracting

The Lessee covenants that:

- (a) it will not pay directly or indirectly to any of its directors or their relatives by blood or marriage (including common-law marriage) any money obtained from the operation of the Lands or the Building, or from the operation of other premises leased from the Lessor, or otherwise received from the Lessor, the Commission or the Province, without the express written consent of the Lessor, the Commission and/or the Province, as the case may be;
- (b) it will not, by contract or otherwise, pay to any of its former directors or their relatives by blood or marriage (including common-law marriage), pursuant to any contract or arrangement made when the former director was a director of the Lessee, money obtained from the operation of the Lands or the Building, or from the operation of other premises leased from the Lessor, or otherwise received from the Lessor, the Commission or the Province, without the express written consent of the Lessor, the Commission and/or the Province, as the case may be;
- (c) subject to Sections 6.5(a) and 6.5(b), the Lessee may enter into bona fide arm's length contracts with occupants of the Building for the provision of services in furtherance of the good management of the Lands and the Building; and
- (d) notwithstanding the foregoing, the Lessee may reimburse its directors or occupants of the Building for out-of-pocket expenses incurred for the proper management of the Lands or the Building but only upon the proof of such expenditure by the production of bona fide receipts.

The Lessor may not terminate this Lease on account of a breach of this Section 6.5 but such directors will forthwith and forever be disqualified from such directorship.

6.6 Permitted Encumbrances

The Lessor and the Lessee covenant and agree that, during the Term, the Lessee, at its expense, will perform and observe all of the obligations of the Lessor and may enjoy all of the rights of the District as Lessor (but not those rights of the District in its regulatory capacity) set out in the Permitted Encumbrances. None of the Permitted Encumbrances will merge or be deemed to have merged with the Lessor's title to the Lands, and accordingly all Permitted Encumbrances will be deemed to be in full force and effect. The Lessor will execute such documents as might reasonably be requested by the Lessee to enable it to comply with its obligations and to enjoy its rights in respect of the Permitted Encumbrances. The Lessee further covenants and agrees with the Lessor that if the District exercises any of its rights in its regulatory capacity under the Permitted Encumbrances, such exercise will not be a breach of the Lessor's covenant for quiet enjoyment. **[NTD: must review Permitted Encumbrances]**

6.7 Obligations of the Commission

The Commission will:

- (a) cause the Operator to use the Lands and the Building in a manner that is consistent with the Lessee's obligations contained in Section 6.1;
- (b) cause the Operator to operate the Building on a non-profit basis such that there will be no accumulation of funds in excess of those needed to operate and manage the Lands and Building in the manner approved by the Commission; and
- (c) provide the Lessor with current copies of the Operating Agreement upon the request of the Lessor.

ARTICLE 7 REPAIRS AND MAINTENANCE

7.1 Lessor Not Obligated to Repair

The Lessor will not be obliged to furnish any services or facilities or to make repairs or Alterations in or to the Lands or the Building, and the Lessee hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the Lands and the Building and all expenses related thereto.

7.2 Repairs by the Lessee

Reasonable wear and tear excepted, so long as the reasonable wear and tear does not unreasonably affect the exterior appearance of the Building:

- (a) the Lessee at the Lessee's cost and expense will put and keep in good order and condition, or cause to be put and kept in good order and condition, the Lands and Building (and any equipment located thereon and therein), both inside and outside, including but not limited to fixtures, walls, foundations, roofs, vaults, stairways, elevators (if any) and similar devices, heating and air conditioning equipment, sidewalks, yards and other like areas, water and sewer mains and connections, water, steam, gas and electric pipes and conduits, and all other

fixtures and appurtenances to the Lands and the Building and machinery and equipment used or required in the operation thereof, whether or not enumerated herein, and will, in the same manner and to the same extent as a prudent owner, make any and all necessary repairs and, subject to Section 4.5, Alterations, ordinary or extraordinary, foreseen or unforeseen, structural or otherwise, and keep the Building and any and all fixtures and equipment therein fully usable for the purposes for which the Building was constructed. Such repairs and Alterations will be in all respects to a standard at least substantially equal in quality of material and workmanship to the original work and material in the Building, and will in each case be performed only in accordance with all applicable terms and conditions of the Permitted Encumbrances;

- (b) the Lessee will not commit or suffer waste to the Lands or the Building or any part thereof;
- (c) at the expiration or earlier termination of this Lease, the Lessee will, except as otherwise expressly provided herein, surrender and deliver up the Lands with the Building, and the fixtures, appurtenances and equipment thereon and therein, or any replacements or substitution therefor, in good order and condition; and
- (d) if the Lessee does not fulfil its obligations set out in this Article 7, the Lessor or the Commission, through their agents, servants, contractors and subcontractors, may, but will not be obliged to, enter (without hindrance by the Lessee) upon the Lands and the Building as required for the purpose of making any repairs necessary to put the Lands and the Building in good order and condition, provided that the Lessor or the Commission will make such repairs only after giving the Lessee not less than fourteen (14) days written notice of its intention to do so, except in the case of an emergency when no notice will be required. Any costs and expenses (including overhead costs) incurred by the Lessor or the Commission in making such repairs to the Lands and Building will be reimbursed to the Lessor or the Commission, as the case may be, by the Lessee on demand, together with interest at the Prime Rate plus three percent (3%) per annum, calculated and compounded monthly, from the date incurred until the date paid.

7.3 Reserve Fund for Capital Repairs.

The Lessee shall, to the satisfaction of the Lessor, establish and periodically contribute to a reserve fund that shall be used only to fund capital repairs to the building, such as roof replacement, windows, HVAC system, etc. The Lessee shall fund the reserve fund from rents received from occupants of the Building.

7.4 Removal of Ice and Snow from Sidewalks.

The Lessee covenants and agrees with the Lessor that if the Lessee at any time fails to keep the public sidewalk adjacent to the Lands reasonably clean from rubbish, ice and snow during the times and to the extent lawfully required of an owner, the Lessor, through its agents, servants, contractors and subcontractors, may remove such rubbish, ice and snow and the Lessor will not be required to give the Lessee any notice of its intention to do so. Any costs and expenses incurred by the Lessor in removing such ice

and snow will be reimbursed to the Lessor by the Lessee on demand, together with interest at the Prime Rate plus three percent (3%) per annum, calculated and compounded monthly, from the date incurred until paid.

ARTICLE 8 ADDITIONAL RENT

8.1 All Defaults in Payment as Additional Rent

If the Lessee defaults in the payment of any sums required to be paid by it pursuant to the terms of this Lease, or fails to fulfil any of its obligations under this Lease, the Lessor may (but will be under no obligation to) pay such sums or fulfil such obligations on behalf of the Lessee, and any losses, costs, charges and expenses suffered by the Lessor as a result, including sums payable by way of indemnity, whether or not expressed in this Lease to be rent, may at the option of the Lessor be treated as and deemed to be Additional Rent, in which event the Lessor will have all remedies for the collection of such sums, costs, expenses or other amounts when in arrears as are available to the Lessor for the collection of rent in arrears.

ARTICLE 9 INSURANCE

9.1 Insurance During Construction of Building

Prior to the Commencement of Construction of the Building, and throughout the entire period of construction until substantial completion of the Building pursuant to Section 4.2, the Lessee will effect or will cause its contractor or contractors to effect and maintain in full force the following insurance coverage:

- (a) wrap-up liability insurance with limits of not less than Ten Million Dollars (\$10,000,000), or such other amount as the Lessor and the Commission may require from time to time, per occurrence, issued in the joint names of the Lessee, the Lessor, the Commission, the Lessee's contractors, any subcontractors and their respective Personnel, protecting them against claims for bodily injury, death or property damage or other third party or public liability claims arising from any accident or occurrence upon, in or about the Lands from any cause, including the risks occasioned by the construction of the Building; and
- (b) all-risk course of construction insurance issued in the joint names of the Lessee, the Lessor and the Commission, protecting them from all loss or damage of or to the Building and all fixtures, equipment, improvements and building materials on the Lands from time to time, both during and after construction (but which may be by different policies effected from time to time covering the risk during different phases of construction of the Building, provided that at no time will the Building be uninsured) against fire, earthquake, flood and all other perils from time to time customarily included in the usual all-risks builders' risk form of policy applicable to similar properties during construction and effected in the province of British Columbia by prudent owners, and such other perils as the

Lessor or the Commission may reasonably require to be insured against, to the full replacement value thereof at all times.

9.2 Commercial General Liability Insurance

The Lessee will effect and keep in force commercial general liability insurance with limits of not less than Ten Million Dollars (\$10,000,000), or such other amount as the Lessor and the Commission may require from time to time, per occurrence, against public liability claims for bodily injury, death and property damage (including loss of use) arising from the Lessee's use and occupancy of the Lands and from any occurrence or accident on the Lands or Building. Such insurance will be written on an occurrence basis and will provide for blanket contractual liability, including liability assumed by the Lessee under this Lease. The policy will also contain a cross liability or severability of interests clause and will name the Lessor, the Commission and their respective Personnel as additional insureds with respect to third party claims arising out of the Lessee's operations pursuant to this Lease.

9.3 All Risk Property and Pressure Vessel Insurance

Immediately following substantial completion of the Building and at all times thereafter during the Term, the Lessee will effect and maintain property insurance in the joint names of the Lessor, the Commission and the Mortgagee (if any) as their interests may appear, to the full replacement value of the Building and fixtures on the Lands, protecting them against "All Perils" of loss or damage including flood, sewer backup and earthquake, and will include boiler and pressure vessel insurance. The policies described in this Section 9.3 will contain a clause directing insurers to make losses payable to the Lessee, the Lessor, the Commission and the Mortgagee as their interests may appear.

9.4 Insurance – Additional Provisions

The following provisions will apply to all policies of insurance which are referred to in this Article 9:

- (a) the policies will be primary and non-contributing with respect to any policy or self-insured fund otherwise held or established on behalf of the Lessor or the Commission;
- (b) the stated amount of value insured under property policies will be of sufficient amount that none of the Lessee, the Commission nor the Lessor will become co-insurers with respect to any loss claimed against the insurance;
- (c) each policy will be written on a form acceptable to the Lessor and the Commission and with insurers licensed to do business in the province of British Columbia and acceptable to the Lessor and the Commission;
- (d) any deductible amounts applying to a claim against a policy will be of an amount approved by the Lessor and the Commission;

- (e) each policy will contain a clause requiring that the insurers provide to the Lessor and the Commission a minimum of sixty (60) days prior written notice of any cancellation (except for cancellation resulting from non-payment of premiums, in which case applicable statutory provisions will apply); and
- (f) all premiums and deductibles required under said policies will be paid by the Lessee to the insurers and proof of such payment will be submitted to the Lessor and the Commission.

In addition to the notification obligations of the insurers required by Section 9.4(e), the Lessee will provide to the Lessor and the Commission a minimum of sixty (60) days prior written notice of any cancellation, lapse or material change resulting in reduction of coverage, either in whole or in part, in respect of any of the policies of insurance which are referred to in this Article 9.

9.5 Evidence of Insurance

Prior to the Lease Commencement Date the Lessee will provide the Lessor and the Commission with evidence of all insurance required to be taken out pursuant to this Lease, in the form of one or more detailed certificates of insurance, in such form(s) and contents as the Lessor and the Commission requests. Each certificate of insurance must identify the Lease number, policy holder and subject matter, and must not contain any disclaimer. Thereafter, and throughout the Term, forthwith upon request by the Lessor or the Commission, similar evidence of renewals, extensions or replacement of such insurance will be provided in the form of such certificate(s) of insurance. In addition, if requested by the Lessor or the Commission at any time, the Lessee will forthwith deliver to the Lessor or the Commission, as applicable, a certified copy of each insurance policy requested.

9.6 Payment of Loss Under Insurance Policies

The insurance monies payable under the policies of insurance referred to in this Article 9, will, notwithstanding the terms of the policy or policies, be paid to the Trustee on behalf of the Lessee, the Lessor, the Commission and the Mortgagee. The Lessee, the Lessor and the Commission agree that the Trustee will, subject to Section 10.5, pay for all restoration, reconstruction or replacement of the loss or damage in respect of which such insurance monies were paid to the Trustee out of such insurance monies in accordance with certificates of the Architect or such other person as the Lessee, the Lessor and the Commission may agree upon and who is in charge of such restoration, reconstruction or replacement, after receiving such other certificates, evidence or opinions as the Trustee will require for the purpose of being satisfied that such restoration, reconstruction or replacement is being properly carried out. If the Lessee fails to restore, reconstruct or replace the loss or damage in respect of which the insurance monies were paid to the Trustee within a reasonable time, the Lessor and the Commission will be entitled to effect such restoration, reconstruction or replacement and the Trustee will pay such insurance monies to the Lessor or the Commission in the same manner that the Trustee would have done had the Lessee effected such restoration, reconstruction or replacement.

9.7 Workers Compensation Coverage

At all times during the Term, the Lessee will, and will cause its Personnel and all others engaged in or upon any work on the Building or the Lands to, comply with the *Workers Compensation Act* (British Columbia) (the “WCA”) and the requirements and regulations of WorkSafeBC in respect of the Building and the Lands. Without limiting the generality of the foregoing, the Lessee will:

- (a) require as a condition of any agreement made with respect to construction, repair, renovation or demolition of the Building, whether with contractors, materialmen or otherwise, that there is full workers compensation insurance coverage in place in respect of all workmen, employees, servants and others engaged in or upon any work, and that all workmen, contractors or other workers require the same of their workmen and subcontractors. The Lessee will immediately notify the Lessor and the Commission of any dispute involving third parties that arises in connection with obtaining and maintaining the workers compensation insurance coverage required hereby if such dispute results or may result in the required insurance coverage not being in place, and the Lessee will take all reasonable steps to ensure resolution of such dispute forthwith. The Lessee will further ensure that no amount payable pursuant to the WCA is left unpaid so as to create a lien on the Lands or the Building. If the workers compensation insurance coverage required by this Section 9.7 is not in place, the Lessor and the Commission will be entitled to have recourse to all remedies specified in this Lease or at law or equity; and
- (b) be deemed to be, and is hereby designated and appointed by the Lessor as, the “Prime Contractor” as that term is defined in section 118 of the WCA for the purposes of the WCA and related regulations, including the Occupational Health and Safety Regulation (the “OHS Regulation”), and the requirements and regulations of WorkSafeBC, and will in that capacity strictly comply with all requirements applicable to that designation, including without limitation those set forth in Division 3 of Part 3 of the WCA and in sections 20.2 and 20.3 of the OHS Regulation, as they may be amended from time to time. Notwithstanding the foregoing, with the prior written consent of the Lessor, a contractor hired by the Lessee to perform work on the Lands on its behalf may be designated as the Prime Contractor instead of the Lessee.

9.8 Release of Lessor and Commission from Liability for Insured Loss or Damage

The Lessee hereby releases the Lessor and the Commission and their respective Personnel, whether or not the Lessor, the Commission and their respective Personnel have been negligent, from any and all liability for loss or damage caused by any of the perils against which the Lessee will have insured or is obligated to insure pursuant to the terms of this Lease or any applicable law, the intent being that the Lessee’s policies of insurance will contain a waiver of subrogation in favour of the Lessor and the Commission.

9.9 Insurance Exemption for Corporation and PRHC

Notwithstanding anything contained in this Lease, at any time the Corporation or PRHC is the Lessee, the Corporation or PRHC, as the case may be, will not be under any obligation to take out and keep in force any of the insurance required to be taken out and kept in force under this Article.

ARTICLE 10
DAMAGE OR DESTRUCTION

10.1 Rent Not to Abate

Subject to the provisions of Sections 10.5 and 10.6, the partial destruction or damage or complete destruction by fire or other casualty of the Building will not result in the termination of this Lease or entitle the Lessee to surrender possession of the Lands or the Building or to demand any abatement or reduction of the Basic Rent or Additional Rent or other charges payable under this Lease, any law or statute now or in the future to the contrary notwithstanding.

10.2 Lessee's Obligation When Building Partially Damaged or Destroyed

Subject to the provisions of Sections 10.5 and 10.6, the Lessee covenants and agrees with the Lessor and the Commission that in the event of partial damage to or partial destruction of the Building, the Lessee will either:

- (a) replace any part of the Building damaged or destroyed with a new structure in accordance with any agreement which may be made by the Lessee with the Lessor and the Commission; or
- (b) in the absence of any such agreement, repair or replace such damage or destruction to a standard comparable to the standard of the structure being repaired or replaced.

10.3 Lessee's Obligations When Building Completely or Substantially Destroyed

Subject to the provisions of Sections 10.5 and 10.6, the Lessee covenants and agrees with the Lessor and the Commission that in the event of complete or substantially complete destruction of the Building, the Lessee will either:

- (a) reconstruct or replace the Building with a new structure or structures in accordance with any agreement which may be made by the Lessee with the Lessor and the Commission; or
- (b) in the absence of any such agreement, replace the Building with a new structure or structures comparable to the structure or structures being replaced.

10.4 Replacement, Repair or Reconstruction

Any replacement, repair or reconstruction of the Building or any part thereof pursuant to the provisions of Section 10.2 or 10.3 will be made or done in compliance with Section 4.5 and Article 7.

10.5 Special Provisions Where Approved Lender or Corporation is Mortgagee

- (a) If the Building is damaged or destroyed to the extent of at least twenty-five percent (25%) of the full replacement cost of the Building, and at the time of such damage or destruction the Mortgagee is an Approved Lender, and such Mortgagee notifies the parties that the insurance monies made available by reason of the casualty causing such damage or destruction will not be applied in repairing, reconstructing or replacing the Building, and the right to so elect is reserved to the Mortgagee under the terms of the Mortgage, then the Lessee may decline to repair, reconstruct or replace the Building and instead elect to terminate this Lease, provided that the Lessee makes such election within sixty (60) days after the date on which the Building was so damaged or destroyed and notifies the Lessor and the Commission of its election forthwith after making it. If the Lessee does not elect to so terminate this Lease, then the Lessee will repair, reconstruct or replace the Building or any part thereof damaged or destroyed in accordance with Section 10.2 or Section 10.3, as the case may be, and Section 10.4;
- (b) If the Mortgagee is the Corporation and it attorns to the Lessor as tenant and undertakes to be bound by and perform the covenants and agreements of the Lease, and subsequently during the Term the Building is damaged or destroyed to the extent of at least twenty-five percent (25%) of the full replacement cost of the Building, the Corporation as tenant may at its option either repair, reconstruct or replace the Building so damaged or destroyed or decline to repair, reconstruct or replace the Building and instead elect to terminate this Lease, provided that the Corporation as tenant makes such election within sixty (60) days after the date on which the Building was so damaged or destroyed and notifies the Lessor and the Commission of its election forthwith after making it. If the Corporation as tenant does not so elect to terminate this Lease, then the Corporation as tenant will repair, reconstruct or replace the Building or any part thereof damaged or destroyed in accordance with Section 10.2 or Section 10.3, as the case may be, and Section 10.4;
- (c) As soon as reasonably possible, but not later than one hundred and eighty (180) days following the date of termination of this Lease by the Lessee pursuant to Section 10.5(a) or Section 10.5(b), the Lessee will demolish and completely remove the Building and all foundations and debris from the Lands and restore the Lands to a neat and level condition in a good and workmanlike manner. Any insurance money payable by reason of any fire or other casualty causing such destruction will, notwithstanding the provisions of Article 9, be distributed as follows:
 - (i) firstly, to reimburse the Lessee for all costs and expenses necessarily incurred by the Lessee in the demolition and removal of the Building and

all foundations and debris from the Lands and the restoration of the Lands as aforesaid;

- (ii) secondly, to pay and satisfy the Mortgage, if any;
- (iii) thirdly, to pay the balance of the insurance monies, if any, as follows:

A. to the Lessor, the amount calculated as follows:

amount payable = (balance of insurance monies) x (days in expired portion of the Term ÷ total days in Term); and

B. to the Lessee, the amount calculated as follows:

amount payable = (balance of insurance monies) x (days remaining in the Term ÷ total days in Term),

provided however that any amount so payable to the Lessee will be paid directly to the Commission;

- (d) If this Lease is terminated pursuant to this Section 10.5, then upon the Lessee substantially completing the work required by Section 10.5(c), the Lessor will forthwith refund to the Commission a portion of the Basic Rent payable pursuant to this Lease, calculated as follows:

amount payable = (Basic Rent) x (days remaining in the Term as of the date of such substantial completion of work ÷ total days in the Term),

provided however that the Commission hereby assigns such refund to all Mortgagees, if any, and such refund will be paid by the Lessor to such Mortgagees in the same priority as registration of their Mortgages, if any;

- (e) Notwithstanding anything contained herein, in the event the Lessee terminates this Lease in accordance with this Section 10.5, this Section will nevertheless survive such termination and remain in full force and effect and be binding upon the parties and their respective successors and assigns so long as any obligations of the parties under this Section 10.5 or any part thereof remains unperformed; and
- (f) The provisions of this Section 10.5 are subject always to the provisions of Section 10.6.

10.6 Destruction or Damage During Last Five Years of Term

- (a) In the event of the complete or substantial destruction of the Building during the last five (5) years of the Term, the Lessee may, at its option, either reconstruct or replace the Building so destroyed or damaged in accordance with Section 10.3 or decline to do so, and instead elect to terminate this Lease, provided that the Lessee makes such election within sixty (60) days after the date on which the

Building was so destroyed and notifies the Lessor of its election forthwith after making it;

(b) As soon as reasonably possible, but not later than one hundred and eighty (180) days following the date of termination of this Lease by the Lessee pursuant to Section 10.6(a), the Lessee will demolish and completely remove the Building and all foundations and debris from the Lands and restore the Lands to a neat and level condition in a good and workmanlike manner. Any insurance money payable by reason of any fire or other casualty causing such destruction will, notwithstanding the provisions of Article 9, be distributed as follows:

(i) firstly, to reimburse the Lessee for all costs and expenses necessarily incurred by the Lessee in the demolition and removal of the Building and all foundations and debris from the Lands and the restoration of the Lands as aforesaid;

(ii) secondly, to pay and satisfy the Mortgage, if any;

(iii) thirdly, to pay the balance of the insurance monies, if any, as follows:

A. to the Lessor the amount calculated as follows:

amount payable = (balance of insurance monies) x (days in expired portion of the Term ÷ total days in Term); and

B. to the Lessee the amount calculated as follows:

amount payable = (balance of insurance monies) x (days remaining in the Term ÷ total days in Term),

provided however that any amount payable to the Lessee will be paid directly to the Commission;

(c) If this Lease is terminated pursuant to this Section 10.6, then upon the Lessee, substantially completing the work required by Section 10.6(b), the Lessor will forthwith refund to the Commission a portion of the Basic Rent payable pursuant to this Lease, calculated as follows:

amount payable = (Basic Rent) x (days remaining in the Term as of the date of substantial completion of such work ÷ total days in the Term),

provided however that the Commission hereby assigns such refund to all Mortgagees, if any, and such refund will be paid by the Lessor to such Mortgagees in the same priority as registration of their Mortgages, if any; and

(d) Notwithstanding anything contained herein, in the event the Lessee terminates this Lease in accordance with this Section 10.6, this Section 10.6 will nevertheless survive such termination and remain in full force and effect and be binding upon

the parties and their respective successors and assigns so long as any obligations of the parties under this Section 10.6 or any part thereof remains unperformed.

ARTICLE 11
INSPECTION AND EXHIBITION BY LESSOR

11.1 Inspection by Lessor and Commission

The Lessor and the Lessee agree that it will be lawful for representatives of the Lessor and the Commission to enter the Lands and the Building at all reasonable times during the Term and to examine the condition thereof. If the Lessor or the Commission determines that any of the repairs described in Section 7.2 are required, notice of such required repairs will be given by the Commission or the Lessor to the Lessee, and the Lessee will within fourteen (14) days after every such notice, or such longer period as provided in Section 17.1(d), repair and make good accordingly.

11.2 Exhibition by Lessor

During the final year of the Term, the Lessor will be entitled to display upon the Lands the usual signs advertising the Lands and Building as being available for purchase or lease, provided such signs are displayed in such a manner as not to unreasonably interfere with the Lessee's use and enjoyment of the Lands and the Building.

ARTICLE 12
OBSERVANCE OF GOVERNMENTAL REGULATIONS

12.1 Compliance

The Lessee covenants to competently and faithfully observe and comply with all laws, bylaws and lawful orders which apply to the Lands and the Building or the Lessee's occupation of or activities on the Lands or in the Building, and to not use or occupy or permit to be used or occupied the Lands or the Building or any part thereof for any illegal or unlawful purpose or in any manner which would result in the cancellation or threatened cancellation of any insurance, or in the refusal of any insurer to issue any insurance as requested. If any law, bylaw or lawful order is directed at or places a duty or obligation upon the Lessor, then the same will be performed and observed by the Lessee, at its cost, in the place and stead of the Lessor.

ARTICLE 13
EXCLUSION OF LIABILITY AND INDEMNITY

13.1 Limitation of Liability and Release

Neither the Lessor nor the Commission nor their respective Personnel or contractors will be liable for, and the Lessee hereby releases the Lessor, the Commission and their respective Personnel and contractors from all Losses, including without limitation, Losses as a result of:

- (a) any bodily injury or death caused, suffered or sustained in or about the Lands or the Building; or
- (b) any property damage or other loss or damage to the Lands or the Building, or to any property belonging to the Lessee or to any other person in or about the Lands or the Building,

unless resulting from the respective negligence or wilful acts of the Lessor, the Commission or their respective Personnel or contractors, as the case may be.

13.2 Exclusion of Liability

Notwithstanding Section 13.1, neither the Lessor nor the Commission nor their respective Personnel or contractors will be liable for:

- (a) business, economic or indirect loss or damage of any nature whatsoever, however caused, which may be suffered or sustained by the Lessee or any other person who may be in or about the Lands or the Building; or
- (b) any loss against which the Lessee is obligated to insure or has insured.

13.3 Indemnification

The Lessee will indemnify and save harmless the Lessor, the Commission and their respective Personnel and contractors from and against all Losses which the Lessor, the Commission or their respective Personnel or contractors may suffer or incur arising out of this Lease; provided, however, that such indemnity will not apply to the extent to which such Losses result from the respective negligence and/or wilful acts of the Lessor, the Commission or their respective Personnel or contractors, as the case may be. Subject to the foregoing proviso, the Lessee will indemnify and save harmless the Lessor, the Commission and their respective Personnel and contractors in respect of all Losses:

- (a) as a result of bodily injury or death, property damage or other damage arising from the conduct of any work by or any act or omission of or relating to or arising from the occupation or possession of the Lands and the Building by the Lessee or any assignee, subtenant, Personnel, contractor, invitee or licensee of the Lessee; or
- (b) suffered or incurred by the Lessor, the Commission or their respective Personnel and contractors that arise, whether directly or indirectly, from any breach by the Lessee, its Personnel, contractors or any other person for whom the Lessee is responsible in law, of any of its covenants and obligations under this Lease.

13.4 Indemnification Survives Termination of Lease

The obligations of the Lessee to indemnify the Lessor, the Commission and their respective Personnel and contractors will apply and continue notwithstanding the termination or expiration of this Lease.

13.5 Indemnity Exemption for PRHC

None of the provisions of the Lease which require the Lessee to indemnify the Lessor or the Commission will apply if PRHC is the Lessee under this Lease.

ARTICLE 14
SUBLETTING AND ASSIGNING

14.1 Subletting and Assigning by Lessee

The Lessee will not sublease, assign, transfer, sell or encumber the Lease or enter into any agreement for the purpose of sub-leasing, assignment, transferring, selling or encumbering the Lease, the Building or the Lands, except as expressly permitted in this Lease, or with the prior written consent of the Lessor and the Commission, which consent the Lessor and the Commission may arbitrarily withhold; provided, however, that if the Lessee is PRHC, the Corporation or a Mortgagee which is an Approved Lender, the Lessor and the Commission will not unreasonably withhold their consent. The Lessee may sublet or grant licences or other rights to occupy or use any part of the Building to:

- (a) Eligible Occupants; or
- (b) staff and other personnel authorized by the Lessor and the Commission who are required to operate and maintain the Building and the Lands for the purposes of this Lease.

14.2 Copies of Subleases

If requested by the Lessor or the Commission, a copy of all subleases will be forwarded to the Lessor or the Commission, as the case may be, within fourteen (14) days after the receipt of the request.

14.3 Where Mortgagee is Approved Lender, Commission or Corporation

If a Mortgagee which is an Approved Lender, the Commission or the Corporation takes an assignment of the rents payable to the Lessee by holders of occupation rights granted by the Lessee pursuant to Section 14.1, the Lessee is permitted to enter into such assignment of rents, without the consent of the Lessor or the Commission, as collateral or additional security for an Insured Loan, if such Mortgagee has registered that assignment in the Land Title Office as a charge against the interest of the Lessee in the Lands and the Building or any part thereof.

ARTICLE 15
MORTGAGE

15.1 Mortgaging by Lessee

The Lessee may mortgage its leasehold interest in the Lands and the Building only with the prior written consent of the Lessor, which consent may not be unreasonably withheld, and the Commission, which consent may be arbitrarily withheld. Notwithstanding any

such Mortgage, the Lessee will be and remain liable for the payment of all Basic Rent and Additional Rent, and the performance of all of its obligations set out in this Lease.

15.2 Tripartite Agreement

At the request of the Mortgagee, the Lessor will execute and deliver to the Mortgagee an agreement among the Lessee, the Lessor and the Mortgagee, or between the Lessor and the Mortgagee, which will be binding and enforceable against the Lessee (if a party thereto), the Lessor and the Mortgagee and their successors and assigns, whereby the Lessor will grant to the Mortgagee the rights and remedies granted to Mortgagees under this Lease.

ARTICLE 16 BANKRUPTCY OF LESSEE

16.1 Bankruptcy of Lessee

Subject to the provisions of Section 17.2(c), if the Lessee's interest in this Lease is at any time seized or taken in execution by any creditor of the Lessee, or if the Lessee makes a general assignment for the benefit of creditors, or institutes proceedings to subject itself to the *Winding-up and Restructuring Act* (Canada) or to be adjudicated a bankrupt or insolvent, or consents to the institution of bankruptcy or insolvency proceedings against it, or files an application or petition or answer or consent seeking reorganization or readjustment of the Lessee under the *Bankruptcy and Insolvency Act* (Canada) or the *Companies' Creditors Arrangement Act* (Canada) or any law of Canada or any province thereof relating to bankruptcy or insolvency, or consents to the filing of any such application or petition, or consents to the appointment of a receiver, or if the Lessee or its directors pass any resolution authorizing the dissolution or winding-up of the Lessee, or if a receiver, interim receiver, trustee or liquidator of all or any part of the property of the Lessee is appointed or applied for by the Lessee, or if a judgment, decree or order is entered by a court of competent jurisdiction adjudging the Lessee a bankrupt or insolvent or subject to the provisions of the *Winding-up and Restructuring Act* or *Bankruptcy and Insolvency Act* or determining the proceedings for reorganization, arrangement, adjustment, composition, liquidation, dissolution or winding-up or any similar relief under the *Bankruptcy and Insolvency Act* or the *Companies' Creditors Arrangement Act* or any law of Canada or any province thereof relating to bankruptcy or insolvency has been properly instituted, then, subject to Article 23, this Lease will, at the option of the Lessor, immediately become terminated.

ARTICLE 17 DEFAULT BY LESSEE

17.1 Re-entry on Certain Defaults by Lessee

Subject to the provisions of Section 17.2 and Article 22, if and whenever:

- (a) Basic Rent or any part thereof is not paid on the day appointed for payment thereof; or

- (b) the Lessee defaults in payment of Additional Rent or any other sums required to be paid to the Lessor or the Commission by any provision of this Lease, and such default continues for thirty (30) days following any specific due date on which the Lessee is to make such payment or, in the absence of such specific due date, for thirty (30) days following notice by the Lessor or the Commission requiring the Lessee to pay the same; or
- (c) the Building is abandoned or remains vacant for more than thirty (30) days; or
- (d) the Lessee defaults in performing or observing any of its other covenants or obligations under this Lease, or any event occurs which by the terms of this Lease constitutes a breach hereof or confers upon the Lessor the right to re-enter or forfeit or terminate this Lease, and the Lessor has given to the Lessee notice of such default or the happening of such event, and if at the expiration of forty-five (45) days after the giving of such notice the default continues to exist, or in the case of a default which cannot with due diligence be cured within the period of forty-five (45) days aforesaid, if the Lessee does not commence the rectification of such default within the said forty-five (45) day notice period and thereafter promptly and diligently and continuously proceed with such rectification; or
- (e) this Lease expires or is forfeited or terminated pursuant to any other provision contained herein, including, without restricting the generality of the foregoing, the termination of this Lease pursuant to the provisions of Sections 4.3, 10.5 and 10.6,

then and in every such case, it will be lawful for the Lessor at any time thereafter without notice or demand, with or without process of law and by forced entry if necessary, to enter into and upon the Lands and the Building, or part thereof in the name of the whole, and, if this Lease has not already expired or been forfeited or terminated, to terminate this Lease by leaving upon the Lands notice in writing of such termination. If the Lessor terminates this Lease pursuant to this Section 17.1, or otherwise as a result of default of the Lessee, or if the Lessee has forfeited this Lease, the Lessee will be liable to the Lessor for the rents and all other amounts to be paid and the covenants to be performed by the Lessee up to the date of such termination or forfeiture.

17.2 Notice to and Remedies of Mortgagee

The following provisions will apply with respect to any Mortgagee:

- (a) no re-entry, termination or forfeiture of this Lease by the Lessor will be valid against the Mortgagee who has filed with the Lessor a notice of the Mortgage and specified an address for notice in accordance with Article 25, unless the Lessor has first given to the Mortgagee written notice of the default entitling the Lessor to re-enter, terminate or forfeit this Lease, specifying the nature of that default, and stating the Lessor's intention to take such proceedings and requiring the Mortgagee:
 - (i) to cure the default specified in the notice within a period of sixty (60) days from the date of receipt of that notice by the Mortgagee; or

- (ii) if the default is other than the failure to pay Basic Rent or Additional Rent or any other sums required to be paid to the Lessor by any provision of this Lease, and if the default cannot reasonably be cured within such sixty (60) day period, then to immediately commence to cure the same and to diligently prosecute to conclusion all acts necessary to cure the default;

and the Lessor hereby grants the Mortgagee access to the Lands and the Building for that purpose. If the default is cured within the period specified, or in the circumstances referred to in 18.2(a)(ii), if cured within a reasonable period, the Mortgagee will be entitled to continue as tenant for the balance of the Term provided that the Mortgagee attorns as tenant to the Lessor and undertakes to be bound by and to perform and observe all of the Lessee's obligations, covenants and agreements under this Lease until such Mortgagee as tenant assigns its leasehold estate as permitted by this Lease and delivers to the Lessor an agreement from the assignee which is enforceable and binding on the assignee and its personal representatives, successors and assigns as of the date of the assignment and by which the assignee agrees with the Lessor to attorn as tenant to the Lessor and to be bound by and to perform and observe all of the Lessee's obligations, covenants and agreements under this Lease. If the Mortgagee consists of more than one mortgagee, each having a separate charge upon the Lessee's interest in this Lease, and more than one of them wishes to cure the default specified in the notice aforesaid, then the Lessor hereby agrees to permit curing of the default specified as aforesaid by that Mortgagee that is willing to cure the default and attorn as tenant as aforesaid and whose charge ranks in priority over the charge or charges held by the other Mortgagee or Mortgagees willing to cure and attorn as aforesaid, except that in the event that any Mortgagee has commenced a foreclosure action, the provisions of Section 17.2(b) will apply;

- (b) in the event the Mortgagee commences foreclosure proceedings against the Lessee, whether or not the Lessee is in default of the performance of its covenants and agreements with the Lessor under this Lease, the Lessor will not re-enter, terminate or forfeit this Lease after the commencement of foreclosure proceedings on the ground of any default entitling the Lessor to re-enter, terminate or forfeit this Lease if the Mortgagee:
 - (i) has given to the Lessor notice of the foreclosure proceedings;
 - (ii) is actively prosecuting the foreclosure proceedings;
 - (iii) except for the bankruptcy or insolvency of the Lessee, which will be governed by Section 17.2(c), cures the default within a period of sixty (60) days from the date of receipt of notice from the Lessor specifying the nature of the default, or if the default is other than the failure to pay Basic Rent or Additional Rent or any other sums required to be paid to the Lessor by any provision of this Lease and if such default cannot reasonably be cured within such sixty (60) day period, immediately commences to cure the same and to diligently prosecute to conclusion all acts necessary to cure the default; and

- (iv) performs and observes all of the Lessee's covenants and agreements under this Lease, except for any obligation to cure the bankruptcy or insolvency of the Lessee and except for the obligations of the Lessee which the Mortgagee is exempt from fulfilling pursuant to the terms of this Lease, and without undue delay diligently prosecutes to a conclusion the foreclosure proceedings commenced by the Mortgagee;

provided, however, that if the Mortgagee is an Approved Lender, the Corporation or the Commission, the curing of the default may be delayed until the earlier of the date of the assignment of this Lease to a third party or an Approved Lender, the Corporation or the Commission acquiring the Lessee's interest in this Lease. In the event that the Mortgagee acquires the Lessee's interest in the Lands and Building pursuant to the foreclosure proceedings, the Mortgagee will thereupon become subrogated to the rights of the Lessee under this Lease, provided it attorns to the Lessor as tenant and undertakes to be bound by and perform the covenants and agreements of this Lease until such Mortgagee as Lessee assigns its leasehold estate as permitted by this Lease and delivers to the Lessor an agreement from the assignee which is enforceable and binding on the assignee and its personal representatives, successors and assigns as of the date of the assignment and by which the assignee agrees with the Lessor to attorn as tenant to the Lessor and to be bound by and to perform the covenants and agreements of this Lease. If the Mortgagee consists of more than one mortgagee and more than one of them commences foreclosure proceedings, the right to cure any default granted by this Section 17.2(b) to a foreclosing Mortgagee will be deemed granted to them in the order of priority of the charges held by the foreclosing mortgagees;

- (c) if this Lease is subject to termination or forfeiture pursuant to Article 17 by reason of the bankruptcy or insolvency of the Lessee and the Mortgagee has filed with the Lessor a notice of Mortgage in favour of the Mortgagee and specified an address for notice in accordance with Article 25, the Lessor will give to the Mortgagee notice of the bankruptcy or insolvency of the Lessee entitling the Lessor to terminate or forfeit this Lease and stating the Lessor's intention to take such proceedings and requiring the Mortgagee to cure the Lessee's default under this Lease (except for the bankruptcy or insolvency of the Lessee), and the Lessee's default will be deemed to have been sufficiently cured if the Mortgagee:
 - (i) takes possession and control of the Lands and Building, or cause a receiver to be appointed under the terms of the Mortgagee's charge or by a court of competent jurisdiction, which receiver will take possession and control of the Lands and Building, and the Lessor hereby grants the Mortgagee or such receiver access to the Lands and Building for that purpose;
 - (ii) cures every default under this Lease (except for the bankruptcy or insolvency of the Lessee) within a period of sixty (60) days from the date of receipt by the Mortgagee of the notice from the Lessor of the bankruptcy or insolvency of the Lessee, or if such default or defaults are other than the failure to pay Basic Rent or Additional Rent or any other

sums required to be paid to the Lessor by any provision of this Lease and if such default or defaults cannot reasonably be cured within such sixty (60) day period, immediately commence to cure the same and to diligently prosecute to conclusion all acts necessary to cure such default or defaults; provided, however, that if the Mortgagee is an Approved Lender, the Commission or the Corporation, the curing of the default may be delayed until the earlier of the date of the assignment of this Lease to a third party or an Approved Lender or the Commission or the Corporation acquiring the Lessee's interest in this Lease; and

- (iii) subject to the right of an Approved Lender, the Commission or the Corporation to delay the curing of the default as set out in Section 17.2(c)(ii), attorns as tenant to the Lessor and undertakes to observe, be bound by and perform the obligations, covenants and agreements of the Lessee under this Lease until such Mortgagee, as tenant, assigns its leasehold estate as permitted under this Lease and delivers to the Lessor an agreement from the assignee which is enforceable and binding on the assignee and its personal representatives, successors and assigns as of the date of the assignment and by which the assignee agrees with the Lessor to attorn as tenant to the Lessor and to observe, be bound by and perform the obligations, covenants and agreements of the Lessee under this Lease.

If the Mortgagee consists of more than one mortgagee, the right to take possession and control, to cure any default and to assume the Lease as aforesaid will be deemed granted to them in the order of the priority of their respective charges;

- (d) any re-entry, termination or forfeiture of this Lease made in accordance with the provisions of this Lease as against the Lessee will be valid and effectual against the Lessee even though made subject to the rights of any Mortgagee to cure any default of the Lessee and to continue as tenant under this Lease; and
- (e) no entry upon the Lands or into the Building by the Mortgagee for the purpose of curing any default of the Lessee will release or impair the continuing obligations of the Lessee.

17.3 Remedies of Lessor and the Commission are Cumulative

The remedies of the Lessor and the Commission specified in this Lease are cumulative and are in addition to any remedies that the Lessor and the Commission may have at law or equity. No remedy will be deemed to be exclusive, and the Lessor and the Commission may from time to time have recourse to one or more or all of the available remedies specified herein, or at law or equity. In addition to any other remedy provided in this Lease, the Lessor and the Commission will be entitled to restrain by injunction any violation or attempted or threatened violation by the Lessee of any of the covenants or agreements contained herein.

17.4 Waiver by Lessor and Commission

The failure of the Lessor or the Commission to insist upon the strict performance of any covenant or agreement contained in this Lease will not waive such covenant or agreement, and the waiver by the Lessor or the Commission of any breach of any covenant or agreement of the Lessee under this Lease will not constitute a waiver of such covenant or agreement in respect of any other breach. The receipt and acceptance by the Lessor of rent or other monies due hereunder with knowledge of any breach of any covenant or agreement by the Lessee will not constitute a waiver of such breach. No waiver by the Lessor or the Commission will be effective unless made in writing.

ARTICLE 18 ARBITRATION

18.1 Arbitration

If a disagreement arises pursuant to Sections 4.3, 4.6, or 6.1, the same will be settled by arbitration. The arbitration will be conducted by a single arbitrator chosen by the Commission which arbitrator will be at arm's length from the Commission. The costs and expenses of the reference and award will be dealt with as follows:

- (a) each party will bear its own expense of preparing and presenting its case to the arbitrator, irrespective of whether any such expense was incurred or contracted for prior to the commencement of the arbitration process, including the expenses of appraisals, witnesses and legal representation; and
- (b) the fees of the arbitrator will be paid as determined by the arbitrator.

The *Arbitration Act* (British Columbia) will apply with respect to the arbitration. If an Approved Lender or the Corporation holds a Mortgage of the Lessee's leasehold interest in the Lands and Building, any notice of a dispute given under this Section by one of the parties to the others will be given at the same time to such Mortgagee, if it has specified an address for notice, and such Mortgagee so notified will be given a reasonable opportunity by the parties to participate in the arbitration proceedings if it considers such proceedings may affect the Mortgage security.

ARTICLE 19 SURRENDER OF LEASE

19.1 Surrender of Lease

At the termination or expiration of the Term, whether by forfeiture, default or lapse of time, the Lessee will surrender the Lands and Building to the Lessor in the condition in which they were required to be kept by the Lessee pursuant to the provisions of this Lease, including, without restricting the generality of the foregoing, the provisions of Sections 10.5(c) and 10.6(b), except as herein otherwise expressly provided.

ARTICLE 20
QUIET ENJOYMENT, OWNERSHIP OF TENANTS' FIXTURES AND OWNERSHIP OF
BUILDING

20.1 Covenant for Quiet Enjoyment

Subject to the Lessor's and the Commission's rights herein, and subject to the Permitted Encumbrances as extended or modified from time to time, if the Lessee pays the Rent hereby reserved and all other amounts payable hereunder, and observes and performs all of the obligations, covenants and agreements of the Lessee herein contained, the Lessee may peaceably enjoy and possess the Lands for the Term, without any interruption or disturbance whatsoever from the Lessor or any other person, firm or corporation lawfully claiming through, from or under the Lessor, provided however that the enforcement by the Lessor, in its capacity as a local government, of its laws, bylaws and orders that touch and concern the Lands and Building will not be a breach of the Lessor's covenant set forth in this Section 20.1.

20.2 Ownership of Tenant's Fixtures

The Lessee may confer upon tenants or occupants of the Building the right of property in, or the right to remove, fixtures or improvements which are of the nature of usual tenants' fixtures and normally removable by tenants, and which are not part of the Building or the Lands. The Lessee will make good, or will cause such tenants to make good, any damage to the Building caused by any removal of the tenants' fixtures.

20.3 Ownership of Building

The Building will become the absolute property of the Lessor, free and clear of all liens, charges, encumbrances, equities or claims of any kind or nature whatsoever, save and except for the Permitted Encumbrances, upon the expiration or earlier termination of the Term or any permitted period of overholding, except as provided in Article 10, but will be deemed, as between the Lessor and the Lessee during the Term, to be the separate property of the Lessee and not of the Lessor but subject to and governed by all the provisions of this Lease, provided always that the Lessor's absolute right of property in the Building, which will arise at the expiration or earlier termination of the Term or any permitted period of overholding, will take priority over any other interest in the Building that may now or hereafter be created by the Lessee without the prior written consent of the Lessor, and provided that all dealings by the Lessee with the Building which in any way affect title thereto will be made expressly subject to this right of the Lessor and the Lessee will not assign, encumber or otherwise deal with the Building separately from any permitted dealing with the leasehold interest under this Lease, to the intent that no person will hold or enjoy any interest in this Lease acquired from the Lessee who does not at the same time hold a like interest in the Building.

ARTICLE 21
OVERHOLDING

21.1 Overholding

The Lessee covenants and agrees with the Lessor that if the Lessee overholds and the Lessor accepts rent after the expiration of the Term, the new tenancy thereby created will be a tenancy from month to month and not a tenancy from year to year and will be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month, provided however that the monthly Basic Rent payable by the Lessee will be the then market rental value of the Lands and the Building as determined from time to time in the bona fide opinion of the Lessor, and such monthly Basic Rent will be paid in advance. The Lessee will also pay monthly as Additional Rent one-twelfth of the then current amounts described in Section 3.1 or 3.2 hereof, as the case may be.

ARTICLE 22
ADDITIONAL RIGHTS OF THE COMMISSION

22.1 Notice to Commission

Unless otherwise agreed in writing by the Commission and unless failure of the Lessor to act in the circumstances would result in an emergency situation, the Lessor may not exercise any of its rights which arise as a result of a default by the Lessee under this Lease until ninety (90) days (the "Notice Period") after receipt by the Commission of written notice describing the Lessee's default.

If at the expiration of the Notice Period:

- (a) the Commission has not cured such default; and
- (b) the Commission has not given the Lessor a notice in writing (the "Attornment Notice") advising the Lessor that the Commission or its nominee will attorn as tenant under this Lease; or

then the Lessor will be at liberty to proceed to exercise any of the powers given to it under this Lease. Upon receipt of the Attornment Notice the Lessor will enter into the necessary agreement with the Commission or its nominee allowing them to attorn as tenant under the Lease.

22.2 Rights of Commission Not Limited

The rights given to the Commission pursuant to Article 23 are not to be construed in any manner whatsoever so as to limit or otherwise prejudice the rights of the Commission under any other agreement, including the Operating Agreement.

22.3 Commission May Perform Obligations of Lessee

Where the Commission chooses to perform an obligation of the Lessee under this Lease in order to avoid forfeiture, the Lessor will accept that performance as if the same had been performed by the Lessee.

ARTICLE 23 ENVIRONMENTAL MATTERS

23.1 Definitions

For the purposes of this Article 24:

- (a) “Contaminants” mean any pollutants, contaminants, deleterious substances, underground or aboveground tanks, asbestos materials, urea formaldehyde, dangerous substances or goods, hazardous, corrosive or toxic substances, special waste or waste of any kind or any other substance which is now or hereafter prohibited, controlled or subject to Environmental Laws; and
- (b) “Environmental Laws” means any statute, law, regulation, order, bylaw, standard, guideline, permit and other lawful requirement of any governmental authority having jurisdiction over the Lands or Building, now or hereafter in force and relating in any way to the environment, health, occupational health and safety, product liability or transportation of dangerous goods, and includes the principles of common law and equity.

23.2 Lessee’s Covenants and Indemnity

The Lessee covenants and agrees as follows:

- (a) not to use or permit to be used all or any part of the Lands or Building for the sale, storage, manufacture, disposal, handling, treatment, use or any other dealing with Contaminants, without the prior written consent of the Lessor, which consent may be arbitrarily withheld;
- (b) to strictly comply, and cause all persons for whom it is at law responsible to comply, with all Environmental Laws regarding the use and occupancy of the Lands and Building;
- (c) to promptly provide to the Lessor a copy of any environmental site investigation, assessment, audit or report relating to the Lands or Building and conducted by or for the Lessee at any time before, during or after the Term, or any renewal or extension thereof. The Lessee hereby waives the requirement for the Lessor to provide a site profile for the Lands pursuant to the *Environmental Management Act* (British Columbia), any regulations enacted pursuant thereto, or any similar or successor legislation;

- (d) to promptly provide to the Lessor on request such written authorizations as the Lessor may require from time to time to make inquiries of any governmental authorities regarding the Lessee's compliance with Environmental Laws;
- (e) to promptly notify the Lessor in writing of the existence or release of any Contaminant on, in or under the Lands or Building or of any other occurrence or condition on the Lands or any adjacent property that could contaminate the Lands or the Building or result in the non-compliance of the Lands or Building with Environmental Laws, or subject the Lessor or Lessee to any fines, penalties, orders, investigations or proceedings under Environmental Laws;
- (f) on the expiry or earlier termination of this Lease, or at any time if requested by the Lessor or required pursuant to Environmental Laws, to remove from the Lands and Building all Contaminants, and to remediate any contamination of the Lands or any adjacent or other affected property resulting from Contaminants, in either case brought onto, used at, created upon or released from the Lands by the Lessee or any person for whom the Lessee is at law responsible. The Lessee will perform these obligations promptly at its own cost and in accordance with Environmental Laws. All such Contaminants will remain the property of the Lessee, notwithstanding any rule of law or other provision of this Lease to the contrary and notwithstanding their degree of affixation to the Lands or Building; and
- (g) without limiting the generality of Article 14, to indemnify the Lessor, the Commission, and their respective Personnel and contractors from any and all Losses (including the cost of remediation of the Lands and Building and any other affected property) arising from or in connection with:
 - (i) any breach of or non-compliance with the provisions of this Article 24 by the Lessee; or
 - (ii) the release or alleged release of any Contaminants on or from the Lands related to or as a result of the use and occupation of the Lands and Building by, or any act or omission of, the Lessee or any person for whom the Lessee is responsible at law.

The obligations of the Lessee under this Article 24 will survive the expiry or earlier termination of this Lease, and the obligations of the Lessee under this Article 24 are in addition to, and will not limit, the other obligations of the Lessee under this Lease.

ARTICLE 24 NOTICES

24.1 Notices

All notices, demands and request which may or are required to be given pursuant to this Lease will be in writing and will be sufficiently given if served personally upon the party for which it is intended, or mailed prepaid and double registered:

(a) in the case of the Lessor, addressed to:

District of ●
●
●, British Columbia ●
Attention: ●

(b) in the case of the Commission or PRHC, addressed to:

British Columbia Housing Management Commission
Suite 1701 - 4555 Kingsway
Burnaby BC V5H 4V8
Attention: Manager Real Estate Services

(c) in the case of the Lessee, addressed to:

●
●, British Columbia ●
Attention: ●

or at such other addresses as each of the parties may from time to time advise by notice in writing. Mortgagees will supply their respective mailing addresses to the Lessor and the Lessee. The date of receipt of any such notice, demand or request will be deemed to be the date of delivery if such notice, demand or request is served personally or if mailed as aforesaid on the fifth business day next following the date of such mailing; provided, however, that if mailed, should there be between the time of mailing and the actual receipt of the notice a mail strike, slow down of postal service or other labour dispute which affects the delivery of such notice, then such notice will be deemed to be received when actually delivered.

ARTICLE 25 EASEMENTS

25.1 Easements *[NTD: delete if easements are not registered.]*

During the Term:

- (a) the Lessor will not amend nor discharge the easements benefiting the Lands registered against the Lands under Nos. _____ and _____; and
- (b) the Lessee will fulfill the obligations of and will enjoy the benefits conferred upon the grantee in the easements.

ARTICLE 26
STATUTORY RIGHT OF WAY

26.1 Statutory Right of Way *[NTD: delete if statutory right of way not registered]*

During the Term:

- (a) the Lessor will not amend nor discharge the statutory right of way registered against the Lands under No. _____ (the “Statutory Right of Way”) without the consent of the Lessee, such consent not to be unreasonably withheld;
- (b) the Lessor will, at its cost, construct, maintain and repair the right of way area described in the Statutory Right of Way (the “Right of Way Area”);
- (c) the Lessor will fulfill the obligations of the Transferor contained in the Statutory Right of Way and will indemnify and save harmless the Lessee, the Commission and their respective personnel and contractors from and against all Losses which the Lessee or the Commission or their respective personnel or contractors may suffer or incur arising out of, or in any way connected with, the granting of the Statutory Right of Way, and the use of the Right of Way Area, provided however, that such indemnity will not apply to the extent, if any, to which such losses directly result from the respective negligence of the Lessee, the Commission or their respective personnel or contractors, as the case may be; and
- (d) notwithstanding any rights granted to the Lessor (as defined in the Statutory Right of Way), the Lessor will not exercise such rights in a manner that would unreasonably interfere with the Lessee and its invitees and permittees use and enjoyment of the Right of Way Area, and in particular, the right to pass and repass on, over and along the Right of Way Area, in common with members of the public.

ARTICLE 27
MISCELLANEOUS

27.1 Statements by Lessor

The Lessor and the Lessee will, at any time and from time to time, upon not less than thirty (30) days prior request by the other party, execute, acknowledge and deliver to the other a statement in writing certifying:

- (a) that this Lease is unmodified and in full force and effect, or if there have been modifications, the nature of such modifications and that the same are in full force and effect as modified;
- (b) the dates to which the rent and any other amounts payable under this Lease have been paid; and

- (c) that to the best of the information and belief of the maker of the statements, the Lessor and the Lessee are not in default under any provision of this Lease, or, if in default, the particulars thereof.

27.2 Time of Essence

Time will be of the essence of this Lease, save as otherwise specified herein.

27.3 Formality of Modifications

This Lease may not be modified or amended except by an instrument in writing executed by the Lessor and the Commission or their successors or assigns, and by the Lessee or its successors or permitted assigns.

27.4 Captions and Headings

The captions and headings throughout this Lease are for convenience and reference only and the words and phrases contained therein will in no way be held or deemed to define, limit, describe explain, modify, amplify or add to the interpretation, construction or meaning of any provision of or the scope or intent of this Lease nor in any way affect this Lease.

27.5 Enurement

It is further agreed and declared by the Lessor and the Lessee that this Lease will extend to, be binding upon and enure to the benefit of the Lessor, the Commission and the Lessee, the successors and assigns of the Lessor and the Commission, and the successors and permitted assigns of the Lessee.

27.6 Covenants or Conditions

All of the provisions of this Lease will be deemed and construed to be conditions as well as covenants, as though the words specifically expressing or importing covenants or conditions were used in each separate provision hereof.

27.7 References

The words “herein”, “hereby”, “hereunder” and words of similar import refer to this Lease as a whole and not to any particular Article, Section or subsection in this Lease.

27.8 Execution

By signing the General Instrument, the parties have agreed to be bound by their respective obligations contained in this Lease.

End of Document



Notice is hereby given pursuant to section 24 and 26 of the *Community Charter* that the District of Ucluelet intends to dispose of District land by lease for a 60-year term at less than market value. The land value is estimated by the District to be approximately \$850,000:

Description of Lands:	Lot 34, Section 21, Clayoquot Land District, Plan VIP82303; PID 026-919-788 (1300 Peninsula Road)
Leasee:	Westcoast Community Resources Society (Inc. No. 890654445RR001)
Nature of Disposition:	60-year lease
Lease Amount:	\$1.00
Notes:	The lease of this land to the Westcoast Community Resources Society is subject to BC Housing providing a Community Housing Fund grant for the development of 5 mixed affordable rental housing units. For additional information and/or inquiries regarding the land disposition, please contact the District Corporate Officer.

If you wish to provide public input on the proposed disposition of land, Council will receive written submissions at its November 21, 2023, regular meeting. Written submissions must be received by **9:00 am on Tuesday November 21, 2023**, at info@ucluelet.ca, by mail at PO Box 999 Ucluelet, BC V0R3A0 or physically delivered to 200 Main Street, Ucluelet, BC.



REPORT TO COUNCIL

Council Meeting: November 7, 2023
500 Matterson Drive, Ucluelet, BC V0R 3A0

FROM: JOSEPH ROTENBERG, MANAGER OF CORPORATE SERVICES **FILE NO:** 0390 -20 CONFERENCE GEN
SUBJECT: 2024 CONFERENCE ATTENDANCE SCHEDULE **REPORT NO:** 23- 143
ATTACHMENT(S): APPENDIX A – 2024 CONFERENCE ATTENDANCE SCHEDULE
APPENDIX B – ESTIMATED CONFERENCE COSTING

RECOMMENDATION(S):

THAT Mayor and Council are authorized to attend and represent the District of Ucluelet at the conferences listed in the 2024 Conference Attendance Schedule attached as Appendix A to report No. 23 – 143.

BACKGROUND:

Annually Council members attend up to five conferences. These conferences offer educational and networking opportunities. Over the last several years members have attended the following conferences:

- [Local Government Leadership Academy Leadership Forum \(LGLA\)](#)
- [Association of Vancouver Island and Coastal Communities Annual Convention \(AVICC\)](#)
- [Union of British Columbia Municipalities Annual Convention \(UBCM\)](#)
- [Vancouver Island Economic Alliance Annual Summit \(VIEA\)](#)

From time to time the Mayor has also attended [Federation of Canadian Municipalities Annual Conference and Trade Show \(FCM\)](#). Attendance at FCM is rare as this conference is often held outside BC and therefore costs are high.

Costs for attending these conferences vary depending on location but estimated costs per person are outlined in Appendix B. These estimates do not include Council per diems associated with attendance.

In 2023 the Council conference budget was \$38,200. This allowed funds for all Council members to attend the first four listed conferences. No funding was allocated for members to attend FCM.

Under the proposed Conference Attendance Schedule (**Appendix A**), no members would attend FCM, four members would attend LGLA, and five members would attend AVICC, UBCM, and

VIEA. Staff estimate the overall cost of attending these conferences would be approximately \$43,520. This does not include Council per-diems. Cost savings could be achieved through carpooling.

Staff are seeking clarification on the number of Council members that will be attending each conference in 2024 for budgeting and registration purposes.

ANALYSIS OF OPTIONS:

A	Adopt the 2024 Conference Schedule as presented	<u>Pros</u>	<ul style="list-style-type: none"> Allows Staff to present accurate budget and complete registration as needed
		<u>Cons</u>	<ul style="list-style-type: none"> None that Staff are aware of
		<u>Implications</u>	<ul style="list-style-type: none"> Costs associated with registration and Staff time for registrations
B	Amend the 2024 Conference Schedule	<u>Pros</u>	<ul style="list-style-type: none"> Allows Staff to present accurate budget Better aligns with Council's wishes
		<u>Cons</u>	<ul style="list-style-type: none"> None that staff are aware of
		<u>Implications</u>	<ul style="list-style-type: none"> Costs associated with registration and Staff time for registrations
		<u>Suggested Motion</u>	<p>THAT the 2024 Conference Attendance Schedule attached as Appendix A to report No. 23 – 143 be amended as follows:</p> <p>[insert (name) under (convention)]</p> <p>[delete (name) under (convention)]</p> <p>[inserting (name) under convention) and delete (name) under convention]</p> <p>THAT Mayor and Council are authorized to attend and represent the District of Ucluelet at the conferences listed in the amended 2024 Conference Attendance Schedule attached as Appendix A to report No. 23 – 143.</p>
C	Defer this matter to the budget process	<u>Pros</u>	<ul style="list-style-type: none"> Provides additional time for Council to consider the conference attendance
		<u>Cons</u>	<ul style="list-style-type: none"> Staff will be unable to register members until resolution is adopted
		<u>Implications</u>	<ul style="list-style-type: none"> None
		<u>Suggested Motion</u>	<p>THAT Staff present this report for consideration during the budget process.</p>

POLICY OR LEGISLATIVE IMPACTS:

Bylaw No. 1226, 2017 and Policy No. 5-1920-3 determine Council remuneration and expense reimbursement related to conference and course attendance.

NEXT STEPS:

- Integrate into 2024 budget
- Register Council members and book accommodations

Respectfully submitted: **Joseph Rotenberg, Manager of Corporate Services**

Duane Lawrence, Chief Administrative Officer

2024 Conference Attendance Schedule

Local Government Leadership Academy Leadership Forum (January 31 – February 2, 2024)	Association of Vancouver Island and Coastal Communities Annual Convention (April 12 – April 14, 2024)	Federation of Canadian Municipalities Annual Conference and Trade Show (June 6 – 9, 2024)	Union of British Columbia Municipalities Annual Convention (September 16-20, 2024)	Vancouver Island Economic Alliance Annual Summit (Dates to be determined)
Mayor McEwen Councillor Anderson Councillor Kennington Councillor Hoar	Mayor McEwen Councillor Anderson Councillor Kennington Councillor Hoar Councillor Maftei	None	Mayor McEwen Councillor Anderson Councillor Kennington Councillor Hoar Councillor Maftei	Mayor McEwen Councillor Anderson Councillor Kennington Councillor Hoar Councillor Maftei

2024 Conference Costing

Conference	Local Government Leadership Academy Leadership Forum (LGLA)	Association of Vancouver Island and Coastal Communities Annual Convention (AVICC)	Federation of Canadian Municipalities Annual Conference and Trade Show (FCM)	Union of British Columbia Municipalities Annual Convention (UBCM)	Vancouver Island Economic Alliance Annual Summit (VIEA)
Estimated Cost Per Attendee*	\$1,730	\$2,010	\$5,300	\$4,100	\$1,210

*Estimated costs do not include Council per-diems.



REPORT TO COUNCIL

Council Meeting: November 7, 2023
500 Matterson Drive, Ucluelet, BC V0R 3A0

FROM: JOSEPH ROTENBERG, MANAGER OF CORPORATE SERVICES

FILE NO: 0530-10

SUBJECT: 2024 COUNCIL APPOINTMENTS

REPORT NO: 23-142

ATTACHMENT(S): APPENDIX A - 2024 COUNCIL APPOINTMENTS
APPENDIX B – 2024 ACTING MAYOR SCHEDULE
APPENDIX C – COUNCIL REMUNERATION, EXPENSE REIMBURSEMENT AND BENEFITS BYLAW No. 1226, 2017
APPENDIX D – COUNCIL EXPENSE REIMBURSEMENT - POLICY NO. 5-1920-3
APPENDIX E – VIRL SUPPORTING MATERIALS

RECOMMENDATIONS:

1. **THAT** Council appoint Mayor McEwen as the Director and Councillor Maftai as the Alternate Director on the Alberni-Clayoquot Regional District Board of Directors for the 2024 calendar year.
2. **THAT** Council appoint Councillor Hoar as Trustee and Councillor Anderson as Alternate Trustee on the Vancouver Island Library Board of Trustees for the 2024 calendar year.
3. **THAT** Council appoint Councillor Kennington as the District of Ucluelet's Voting Delegate, Councillor Hoar as Alternate Voting Delegate Number One, and Mayor McEwen as Alternate Voting Delegate Two for the Municipal Insurance Association of British Columbia for the 2024 calendar year.
4. **THAT** Council adopt the 2024 council appointments, as set out in Appendix A to report number 23-142.
5. **THAT** Councillors Anderson, Hoar, Kennington, and Maftai be designated to serve as Deputy Mayor in accordance with the schedule set out in Appendix B to report number 23-142.

PURPOSE:

The purpose of this report is to establish the 2024 Council appointments and the 2024 Acting Mayor Schedule.

BACKGROUND:

Acting Mayor Schedule

Council is required by the *Community Charter* and the District of Ucluelet Council Procedures Bylaw to annually adopt an Acting Mayor Schedule. This schedule designates Council members to fulfill the

Mayor's duties on a rotating basis throughout the year when the Mayor is absent, unable to act or the Mayor office is vacant.

The proposed Acting Mayor Schedule is attached as **Appendix B** to this report.

Council Appointments

Council members are appointed to external boards annually. Depending on the organization, Councillors are appointed to be voting members or liaisons.

Members appointed by Council resolution are entitled to represent the District and are remunerated and reimbursed according to *Bylaw No. 1226, 2017 (Appendix C)* and the *Council Expense Reimbursement Policy (Appendix D)*.

Most community group liaison appointments were discontinued in early 2019 and replaced with regular Committee of the Whole Meetings where these groups engage directly with Council.

2024 Appointments – Action Required

Alberni-Clayoquot Regional District Board (ACRD)

Regional Districts, like the ACRD, are made up of Member Municipalities, member electoral areas, and member First Nations. Their primary purpose is to provide services to their member jurisdictions.

As a service provider the ACRD plays three distinct roles:

1. It's the local government for unincorporated areas like Electoral Area C (Longbeach).
2. It's an inter-jurisdictional service body that provide subregional services to different combinations of municipalities, electoral areas and, First Nations like the garbage pickup and disposal service the ACRD provides to District of Ucluelet and Tofino residents.
3. It's a regional service body responsible for providing regional services to all member jurisdictions.

The ACRD Board of Directors is made up of one Municipal Director from the District of Ucluelet and representatives from the following jurisdictions:

Huu-ay-aht First Nation	City of Port Alberni	District of Tofino
Uchucklesaht Tribe	Toquaht Nation	Yuułuʔiłʔatḥ Government
Electoral Area "A" (Bamfield)	Electoral Area "B" (Beaufort)	Electoral Area "C" (Long Beach)
Electoral Area "D" (Sproat Lake)	Electoral Area "E" (Beaver Creek)	Electoral Area "F" (Cherry Creek)

The ACRD Board of Directors meets twice a month apart from July, August and December. Additional meetings known as Special Board meetings, may be called to deal with urgent matters. Directors may attend meetings in person or via Zoom Webinar

The Board of Directors has created several Committees to deal with various ACRD Services. The Ucluelet Director automatically participates on the West Coast Committee. The West Coast

Committee meets quarterly on Wednesday mornings or afternoons. Online attendance is also available for these meetings.

The Board of Directors annually appoints Directors to various outside organizations in January of each year. These appointments are optional for Directors.

Staff are recommending that Mayor McEwen continue to serve on the ACRD Board of Directors and Councillor Maftai continue to be the alternate.

Alberni Clayoquot Health Network – Table of Partners (ACHN – Table of Partners)

The ACHN works to improve community health through poverty reduction, addressing youth issues and improving health equity and access in the region.

The Table of Partners is ACHN's governance body. Councillor Anderson is on this board. Additional Council members could be appointed but their membership on the Table would be subject to successful completion of ACHN's application process.

Alberni Clayoquot Health Network – Transportation Working Group (ACHN – Transportation Working Group)

The ACHN-Transportation Working Group strives to address West Coast specific transportation issues. Mayor McEwen sits on this working group.

Vancouver Island Library Board (VIRL)

VIRL Board of Trustees governs the library system and is made up of elected representatives from 28 Member Municipalities and 10 Regional Districts.

The Board guides and supports the operation of all public library services in VIRL's service area. In addition to governance, two of its primary functions are lobbying and advocacy to ensure that resources are available to fulfil VIRL's mission, vision, and values.

Councillor Hoar is currently appointed as the District's representative to this Board of Trustees, and Councillor Anderson is the alternate. Their appointment expires at year end.

VIRL recommends reappointment of sitting members for continuity provided the eight-year term limit is not met. Further details, including the 2024 draft meeting schedule is provided in **Appendix E** to this report.

Municipal Insurance Association of British Columbia (MIABC)

MIABC insures BC municipalities. Since the District is a subscriber municipality, a Council member may be appointed to vote at MIABC's annual general meeting and annual election.

Mayor McEwen voted on the Districts behalf in 2023.

Barkley Community Forest – Liaison

Barkley Community Forest Corporation (BCFC) is jointly owned by the District and the Toquaht Nation. It is authorized by the Province of British Columbia under the Barkley Community Forest Agreement to an allowable annual cut of 27,000 cubic metres and an initial term of 25 years.

BCFC is run by a Board of Directors comprised of an equal number of representatives appointed by the District and the Toquaht Nation, plus one non-partisan member agreed upon by both parties.

The District has already appointed its Board members for the 2024 calendar year. A Council member is usually selected annually to be the BCFC liaison. Mayor McEwen served as the District Liaison in 2023.

Coastal Community Network

The Coastal Community Network is a group of Mayor's and their delegates that advocate for discrete issues of importance identified by the members.

Historically the Mayor participated in this network's meetings.

DFO Groundfish Trawl Advisory Committee – Liaison

This Committee makes annual recommendations regarding the allocation of Ground Fish quotas. It consists of representatives from communities, crew and shore workers, processors, groundfish trawl license holders, First Nations, and non-licensed individuals.

In 2023 Councillor Hoar was appointed to be a liaison to this Committee.

Multi-year Appointments – No Action Required

Clayoquot Biosphere Trust Society (CBT)

CBT relies on the vision and strategic direction of its Board of Directors to support its role as a community foundation.

The Board of Directors is comprised of appointments from the Hesquiaht First Nation, Ahousaht First Nation, Tla-o-qui-aht First Nations, Yuułuʔiłʔatḥ Government, Toquaht Nation, District of Tofino, District of Ucluelet and the Alberni-Clayoquot Regional District Area C, as well as two At-Large Directors.

Sarah Butterworth was appointed as the District's representative and Toni Buston was appointed as the alternate in 2023. Their appointments expire in 2027.

Ucluelet Tourism Association – DBA – Tourism Ucluelet (TU)

TU is an innovative destination management organization committed to leading a sustainable visitor economy through industry and destination development, visitor services, destination marketing and leadership.

The District is entitled to appoint one member to TU's Board. Mayor McEwen is the District's current representative. Her term expires in March of 2025. This appointment can be changed on an interim basis at Council's discretion.

Island Coast Economic Trust (ICET)

ICET is a partner and catalyst to build a diverse, innovative and sustainable Island and Coastal Economy. ICET has provided funding for economic development projects in Ucluelet and throughout Vancouver Island.

No appointment is necessary for this Board as the Mayor is automatically appointed because of her office.

Ucluelet Accessibility Committee

The Accessibility Committee is tasked with developing a plan for the District to enhance accessibility, which will be considered by Council. The Committee also conducts periodic accessibility plan reviews.

Councillor Kennington was appointed to Chair this committee for the duration of his Council term.

ANALYSIS OF OPTIONS:

Adopt the proposed Council Appointments and Acting Mayor Schedule	<u>Pros</u>	<ul style="list-style-type: none"> No changes in appointments or Acting Mayor Schedule, results in continuity
	<u>Cons</u>	<ul style="list-style-type: none"> No variety in appointments and therefore Councillor experiences
	<u>Implications</u>	<ul style="list-style-type: none"> Meeting per-diem and expense recovery costs associated with appointments Council time associated with attending meetings and reporting back to Council
Adopt an amended 2024 Council Appointments schedule and/or 2024 acting Mayor Schedule.	<u>Pros</u>	<ul style="list-style-type: none"> Amended Acting Mayor or Appointments Schedules could better align with Council's interest and allow for new experiences for Council members
	<u>Cons</u>	<ul style="list-style-type: none"> Unknown at this time
	<u>Implications</u>	<ul style="list-style-type: none"> May result in increased meeting per-diem and expense recovery cost if new appointments are adopted May result in increase in Council time required to attend external board meetings
		<ol style="list-style-type: none"> THAT Council appoint _____ as the Director and _____ as the Alternate Director on the Alberni-Clayoquot Regional District Board of Directors for the 2024 calendar year. THAT Council appoint _____ Trustee and _____ as Alternate Trustee on the Vancouver Island Library Board of Trustees for the 2024 calendar year. THAT Council appoint _____ as the District of Ucluelet's Voting Delegate, _____ as Alternate Voting Delegate One , and _____ as Alternate Voting Delegate Two for the Municipal Insurance Association of British Columbia for the 2024 calendar year. THAT Council amend the Appendix A attached to report no. 23-142 which sets out the 2024 council appointments as follows: <ol style="list-style-type: none"> _____; _____; and, _____. THAT Council adopt the 2024 council appointments as set out in the amended Appendix A to report no. 23-142.

		<p>5. THAT Council amend the 2024 Acting Mayor Schedule attached to report no. 23-142 as Appendix B, as follows:</p> <p>a. _____;</p> <p>b. _____; and</p> <p>c. _____.</p> <p>5.1 THAT Council adopt the 2024 Council Appointments schedule attached to report no. 23-142, as amended.</p>
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POLICY OR LEGISLATIVE IMPACTS:

Council members appointed to external boards or as liaisons will be reimbursed in accordance with the *Council Remuneration, Expense Reimbursement and Benefit Bylaw No. 1226, 2017 (Appendix C)* and the *Council Expense Reimbursement Policy B (Appendix D)*.

Adopting an Acting Mayor Schedule satisfies the [Community Charter](#) requirement to designate a member to act in the place of the Mayor in accordance with the [District of Ucluelet Council Procedure Bylaw](#).

NEXT STEPS:

- Update records related to Council appointments
- Update agenda packages to reflect Acting Mayor Schedule (if necessary)
- Notify external boards of the appointments

Respectfully submitted: Joseph Rotenberg, Manager of Corporate Services

Appendix A



2024 COUNCIL APPOINTMENTS

Appointee	External Boards	Council Liaison Appointments
Councillor Shawn Anderson	<ul style="list-style-type: none"> • Vancouver Island Library Board (Alternate) • Alberni-Clayoquot Health Network Table of Partners 	
Councillor Jennifer Hoar	<ul style="list-style-type: none"> • Vancouver Island Library Board • Municipal Insurance Association of British Columbia Voting Delegate (First Alternate) 	<ul style="list-style-type: none"> • Groundfish Trawl Advisory Committee
Councillor Ian Kennington	<ul style="list-style-type: none"> • Ucluelet Accessibility Committee • Municipal Insurance Association of British Columbia Voting Delegate 	
Councillor Mark Maftai	<ul style="list-style-type: none"> • Alberni-Clayoquot Regional District Board (Alternate) 	
Mayor Marilyn McEwen	<ul style="list-style-type: none"> • Alberni-Clayoquot Regional District Board • Ucluelet Tourism Association D.B.A. Tourism Ucluelet • Alberni Clayoquot Health Network Transportation Action Table • Coastal Community Network • Island Coast Economic Trust • Municipal Insurance Association of British Columbia Voting Delegate (First Alternate) 	<ul style="list-style-type: none"> • Barkley Community Forest

Appendix B

**2024 ACTING MAYOR SCHEDULE**

Deputy Mayor	Term
Councillor Jennifer Hoar	January 1 – March 31, 2023
Councillor Shawn Anderson	April 1 – June 30, 2023
Councillor Ian Kennington	July 1 – September 30, 2023
Councillor Mark Maftei	October 1 – December 31, 2023

Appendix C

District of Ucluelet**Bylaw No. 1226, 2017**

A Bylaw to provide for annual remuneration, expense reimbursement and benefit allowances for members of the Council of the District of Ucluelet

The Council of the District of Ucluelet, in open meeting assembled, enacts as follows:

Repeal

1. "Council Remuneration, Benefits and Expenses Bylaw No. 1042, 2007" and all amendments thereto are hereby repealed.

Remuneration

2. The base annual remuneration for the Mayor shall be \$24,331.77 per annum effective August 1, 2017. Hereafter the base salary shall be adjusted annually on January 1 of subsequent years to reflect changes in the annual Consumer Price Index for British Columbia as published by Statistics Canada. One-third of the remuneration is for expenses incidental to the discharge of the duties of the Mayor's office.
3. The base annual remuneration for each Council member shall be \$13,907.08 per annum effective August 1, 2017. Hereafter the base salary shall be adjusted annually on January 1 of subsequent years to reflect changes in the Consumer Price Index for British Columbia as published annually by Statistics Canada. One-third of the allowance is for expenses incidental to the discharge of the duties of the Councillors' office.

Expense Reimbursement

4. The Mayor and Acting Mayor, while acting in the capacity of the Mayor, are hereby authorized to and shall be entitled to reimbursement of expenses incurred for the entertainment of guests of the District or to promote the interests of the District.
5. When authorized by Council to represent the District, engage in District business, or attend a meeting, course or convention outside the boundaries of the District, members of Council shall be entitled to reimbursement of expenses incurred during their absences from the District in accordance with Schedule "A" – Schedule of Expenses, which is attached to and forms part of this Bylaw.
6. When authorized by Council to represent the District on a board or organization which meets within the boundaries of the District, members of Council shall be entitled to reimbursement of expenses incurred as a result of this representation, with the exception of meals and mileage.
7. When authorized by Council to represent the District at meetings over and above regular and special meetings of Council, members of Council shall be entitled to compensation pursuant to Schedule "B" – Per Meeting and Travel Day Allowance, which is attached to and forms part of this Bylaw.

8. Members of Council who travel on District business or for attendance at seminars, conferences and other training or educational purposes will adhere to the procedures and guidelines specified in Schedule "C" – Expense Reimbursement Procedures and Guidelines, which is attached to and forms part of this Bylaw.
9. Attendance at conferences, conventions, courses, seminars and other meetings, and expenditures on gifts or other protocol-related expenditures, shall be limited to the budget provided for Council for these purposes in the Five Year Financial Plan bylaw.

Benefits

10. The District is hereby authorized to enter into agreements for medical, dental and life insurance benefits for Council members and their dependents.
11. Benefit premiums will be paid by the District of Ucluelet and participation in any or all of the benefit plans shall be at the Council member's option. Council members opting not to participate in benefit plans are not eligible to receive the equivalent amount of remuneration as a cash benefit.

Citation

12. This bylaw may be cited for all purposes as "Council Remuneration, Expense Reimbursement and Benefits Bylaw No. 1226, 2017".

READ A FIRST TIME this 11th day of **July**, 2017.

READ A SECOND TIME this 11th day of **July**, 2017.

READ A THIRD TIME this 11th day of **July**, 2017.

ADOPTED this 27th day of February, 2018.

CERTIFIED A TRUE AND CORRECT COPY of "Council Remuneration, Benefits and Expense Reimbursement Bylaw No. 1226, 2017".



Dianne St. Jacques
Mayor



Mark Boysen
CAO/Corporate Officer

THE CORPORATE SEAL of the
District of Ucluelet was hereto affixed
In the presence of:



Mark Boysen
CAO/Corporate Officer

Bylaw No. 1226, 2017

Schedule "A"

Schedule of Expenses

Travel			
	Mileage	Maximum allowance permitted by the Canada Revenue Agency for tax purposes as set annually	
	Other – air travel, etc.	100% reimbursement	Receipts required
Meals			
	Breakfast	\$12.00	
	Lunch	\$23.00	
	Dinner	\$30.00	
Accommodation		100% reimbursement	Receipts required
Transportation	Taxi, ferry, parking, etc.	100% reimbursement	Receipts required
Registration fees	Seminars, conventions, etc.	100% reimbursement	Receipts required

Bylaw No. 1226, 2017

Schedule "B"

Per Meeting and Travel Day Allowance

Per Meeting Allowance: for meetings over and above regular or special meetings of Council		
<i>Note – Individual meetings in the context of a larger event such as a convention or seminar are not considered as separate meetings for expense calculations</i>		
For meetings or travel days up to 4 hours	\$80.00	
For meetings or travel days lasting 4 hours or longer	\$160.00	

Bylaw No. 1226, 2017**Schedule "C"****Expense Reimbursement Procedures and Guidelines**

1. Travel must be arranged by the most economic means available, taking into consideration cost, convenience, the need for a vehicle at a destination, and the ability of members of Council to travel together.
2. If a member of Council chooses to use a personal vehicle for long distance travel instead of an airline, the amount which will be reimbursed will be the lesser of the economy class airfare based on booking far enough in advance of the event to qualify for discounted rates plus related ground transportation, or the distance to be travelled by the most direct route, multiplied by the current rate per kilometre.
3. Where a member of Council chooses a means of transportation other than those described above, reimbursement shall only be for an amount equivalent to that which would have otherwise been incurred.
4. If circumstances require a means of transportation other than described, thereby incurring a greater cost, the increased cost shall require the approval of the Mayor.
5. All transportation expenses except mileage shall be paid on the basis of single fares.
6. Members of Council may be reimbursed annually for the difference between the insurance premium they would normally pay for their personal vehicle without District use, and the premium for business class coverage necessitated by District use, provided that the Council member has not or would not normally insure that vehicle for business use coverage.
7. Members of Council will be reimbursed the cost of repairing damage to a personal vehicle, to a maximum of \$500.00 or the amount of the insurance deductible, whichever is the lesser, when the damage occurs while the vehicle is being used for District purposes.
8. When reserving or obtaining accommodation, members of Council making their own arrangements will request the Provincial government rate.
9. If a spouse is accompanying a member of Council, the District will pay an additional \$10.00 per night for a double room rate. Any expense greater than \$10.00 will be at the member's expense and will not be reimbursed.
10. Hotel expenses for movies, bar service or any other room service fee will not be reimbursed.
11. When a member of Council chooses to stay with friends or relatives, an allowance of \$25.00 per night may be claimed without receipts for a gift for hosting.
12. Members of Council attending a meeting, conference, convention, course or seminar will not request meal allowances for meals that are provided at the event.

13. Incidental expenses and sundry travel items are included within the incidental portion of the allowance provided by Schedule "B" – Per Meeting and Travel Day Allowance to this Bylaw; no additional reimbursement will be paid.
14. At the discretion of the Mayor, expenses for laundry, long distance calls home on the basis of a maximum of one ten-minute call per day, and other reasonable expenses will be reimbursed upon provision of receipts.
15. Members of Council must complete a travel expense form immediately upon return from travel, and forward these to the Chief Financial Officer for processing.
16. Receipts for all claimed travel expenses must be provided in accordance with Schedule "A" – Schedule of Expenses to this Bylaw.
17. When a member of Council chooses to travel on municipal business or to attend a conference, convention, course or seminar with a spouse or other family members, the District will not pay any additional expenses beyond those associated with the member of Council, with the following exceptions:
 - a) \$10.00 increase to the accommodation rate to upgrade from a single occupancy rate to a double occupancy rate.
 - b) At the annual convention of the Union of BC Municipalities only, the cost of the spouse's attendance at the Welcome Reception, UBCM Banquet, and the cost of one Partner Program per day on both Wednesday and Thursday of the convention.

All other expenses associated with the spouse/family member travelling with the member of Council will be at that member's expense.



The Corporation of the District of Ucluelet
MUNICIPAL POLICY MANUAL

POLICY NUMBER: 5-1920-3

REFERENCE:

Council Expense Reimbursement

ADOPTED BY:

Council
January 22, 2019

AMENDED DATE:

N/A

SUPERSEDES:

New

DEPARTMENT:

Finance

EFFECTIVE DATE:

January 22, 2019

Policy Statement:

Page 1 of 2

The purpose of this policy is to provide clarification regarding the types of meetings and events that are eligible, or ineligible, for reimbursement under the *Council Remuneration, Expense Reimbursement and Benefits Bylaw No. 1226, 2017* (the "Bylaw").

1. Council Authorized:

Council members are authorized to represent the District, and be reimbursed in accordance with the Bylaw, when a resolution is adopted at a council meeting that either:

- a) Appoints the council member to a board or organization,
- b) Authorizes the council member to attend a course or convention, or
- c) Authorizes the council member to attend a meeting or event as the District representative.

2. Eligible Meetings and Events:

The following types of meetings and events will be entitled to compensation:

- a) All District of Ucluelet board and committee meetings, including the Harbour Authority and Ucluelet Economic Development Corporation;
- b) Joint meetings between Ucluelet Council and another board, including but not limited to:
 - Barkley Community Forest Corporation;
 - Local Governments and their committees;
 - First Nations;
 - School District; and



The Corporation of the District of Ucluelet

MUNICIPAL POLICY MANUAL

- Boards or organizations based within the District.
- c) Workshop, planning or training sessions hosted by District staff or contracted consultants (e.g. Strategic Planning);
- d) When requested by the CAO, attending business meetings with District staff in the role of Mayor, Acting Mayor, or Council representative; and
- e) Any other meetings when a resolution is adopted at a council meeting.

3. Ineligible Meetings and Events:

The following meetings and events will not be entitled to compensation:

- a) Regular and special Council meetings, including budget and in-camera meetings;
- b) District and non-District public events that are advertised and open to the general public, except when the Mayor or Acting Mayor is requested to fulfill a ceremonial role;
- c) Meetings with residents, businesses, and representatives from governmental and non-governmental organizations without prior authorization from Council or CAO;
- d) Annual General Meetings, except when a council member is appointed to represent the District on the board;
- e) Educational webinars that are free of charge; and
- f) Meetings where expenses are paid by other agencies (e.g. Vancouver Island Regional Library).

Mayor Mayo Noël
District of Ucluelet



Administration
Box 3333 | 6250 Hammond Bay Road
Nanaimo, BC Canada V9R 5N3
t: 250.758.4697
e: info@virl.bc.ca w: www.virl.bc.ca

October 17, 2023

Mayor Marilyn McEwen
District of Ucluelet
PO Box 999
200 Main Street
Ucluelet, BC V0R 3A0
Sent via: mmcewen@ucluelet.ca

Dear Mayor McEwen,

Re: December 4 deadline: 2024 VIRL Board Appointments

Per S17(2) of the *Library Act (The Act)*, appointment of your 2024 VIRL Board Trustee and Alternate are to be set at your Council's first meeting in November.

Reappointment of sitting members is encouraged for continuity if they have not served more than 8 consecutive years. The term of appointment is January 1 – December 31. The draft 2024 meeting schedule is included on page 2.

S 55 of *The Act* speaks to expenses eligible for reimbursement.

By December 4, please submit for your Trustee and Alternate appointments, supported by:

1. Certified copy of Resolution
2. VIRL 2024 Contact Forms (includes recording release & direct deposit authorization)
3. 2024 Financial Statement of Disclosure

Return completed forms to mpatterson@virl.bc.ca.

If you have any questions, contact Mariah Patterson, Executive Assistant at 250-729-2310 or [email](mailto:mariah.patterson@virl.bc.ca).

Thank you for your continued support of Vancouver Island Regional Library!

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Hyman".

Ben Hyman
Executive Director

cc: Duane Lawrence, CAO, District of Ucluelet
Joseph Rotenberg, Manager of Corporate Services, District of Ucluelet

2024 DRAFT Meeting Schedule

For 2024, other than the February meeting, all meetings are currently planned as hybrid, with limited seating for in-person attendees at the Nanaimo North branch boardroom.

Early Feb	New Trustee Orientation
Early Feb	AGM & Board Meeting
Fri., late March	Executive Committee
Fri., mid June	Executive Committee
Sat., late June	Board of Trustees
Fri., early July	Executive Committee – includes Budget
Fri., late July	Executive Committee – includes Budget
Sat., Sept.	Board of Trustees – includes Budget
Fri., Oct.	Executive Committee
Sat., Nov./Dec	Board of Trustees
Fri., Dec./Jan.	Executive Committee – Optional



October 25, 2023

Mayor Marilyn McEwen
District of Ucluelet
Box 999
200 Main Street
Ucluelet, BC V0R 3A0

Re: Request For Support - NRHD Key Healthcare Priority Projects

Dear Mayor McEwen and Council:

On behalf of the Nanaimo Regional Hospital District (NRHD), I write to share information about our advocacy work to advance a suite of priority projects in the region which will serve residents across the Central and North Island. These interrelated projects include a new patient tower, cancer centre, cardiac catheterization lab and high acuity unit to be located at Nanaimo Regional General Hospital (NRGH) and a new long-term care home in the region. It is our hope that the District of Ucluelet Council will consider approving a motion to write a letter to Minister Dix expressing support for this critical health infrastructure.

These projects were identified by the Province and Island Health in consultation with health care experts and are included in Island Health's major capital plan. Over the last two years, the NRHD has confirmed its commitment to these projects and has developed an advocacy focus and a financial strategy to see them realized.

Over time, there has been progress. In March 2023 the B.C. government approved the new high acuity unit (HAU) to be developed as part of the new intensive care unit at the NRGH, construction is under way. In May 2023 the Province also approved the concept plan for a new cancer centre to be located at the NRGH. Upgrades to the existing community oncology clinic at the NRGH have also been approved which will increase the number of treatment spaces and replace the current cancer outpatient pharmacy. Business planning for the cancer centre is underway. In October 2023 the Province announced its approval of a long-term care facility to be built in Lantzville, with construction to begin in 2025. The NRHD is grateful to the government for approving the HAU, the concept plan for the cancer centre and the long-term care facility to move ahead. However, there is still an urgent need for the other priority projects.

While we recognize that the Alberni-Clayoquot Regional Hospital District has its own priorities, we note that the NRGH is the designated tertiary hospital north of the Malahat, providing specialized services to patients not just within the NRHD region but also from across the Central and North Island. The Central and North Island have one of the fastest growing and oldest populations in Canada. In the past five years, the RDN's population has increased by twice the national rate and is growing faster than the population in the South Island. Beyond the RDN, the population and complexity of medical needs across the entire

Central and North Island are also growing. The shortage of health facilities is at a critical point, leading to a lower standard of care and poorer outcomes for patients in the Central and North Island, as well as high costs to the health system. For many patients this creates additional financial and transportation burdens associated with travelling to Victoria or Vancouver for treatment. Delaying these projects will only exacerbate the growing gaps in care, putting patients at increased risk and contributing to worsening health outcomes and greater inefficiencies.


The NRHD is not asking for financial contributions from other municipalities or hospital districts for these projects. We have developed a long-term financial strategy and taken steps to support our financial contribution through a regional tax increase and we are prepared to borrow the difference. The NRHD priority projects will complement your own region's health infrastructure by providing new and enhanced health services, helping to ensure your residents get the care they need closer to their home community.

The NRHD has taken on a strong advocacy role and is committed to investing the resources and energy necessary to work with Island Health and the Province, First Nations, municipal and regional governments, regional hospital districts and other supporters to see these projects through to completion. It is our view that they align with the Province's priorities and will support the government in delivering on its commitments to improving health care for all British Columbians.

I enclose a draft motion and letter of support for the Council's consideration, as well as a fact sheet with more detailed information.

Thank you for your consideration. I am certainly available to provide clarification should you wish further details.

Sincerely,

A handwritten signature in blue ink that reads "Ian Thorpe". The signature is written in a cursive style with a horizontal line above the first name.

Ian Thorpe, Chair
Nanaimo Regional Hospital District
T: 250-713-9135 | Email: ian.thorpe@nanaimo.ca



Nanaimo Regional Hospital District Priority Capital Projects (Fact Sheet)

The Nanaimo Regional Hospital District (NRHD) is committed to advancing key health care infrastructure for the Central and North Island, including a high acuity unit, a new patient tower, a cancer centre and a cardiac catheterization lab to be located at the Nanaimo Regional General Hospital (NRGH) and a new long-term care facility.

The Projects

These projects were identified by the Province and Island Health in consultation with health care providers and experts and are included in Island Health's major capital plan. The NRHD is committed to advancing key health care infrastructure for the Central and North Island and we have confirmed our own commitment to these 5 projects as priorities for the region.

1. **New patient tower** (concept plan not yet approved) at Nanaimo Regional General Hospital (NRGH) will provide new patient rooms, surgical spaces, labs, and other programs and services to improve care and infection control.
2. **New Cancer Centre** (concept plan approved) at NRGH will provide more technically complex treatments, clinical trials, and research as well as other specialty clinics such as gynecology, dermatology, heredity, and brachytherapy. It will increase capacity for chemotherapy and add radiation therapy for residents of the Central/North Island. Business planning is underway and will determine the scope of the project.
3. **New Cardiac Catheterization Lab** (no mandate from Province) at Nanaimo Regional General Hospital (planning not started) – provide cardiac catheterization (insertion of stents, balloons, etc.) plus coronary and cardiac angiography (diagnostic imaging).
4. **New High Acuity Unit** (under construction) at Nanaimo Regional General Hospital (approved) – 12-bed facility developed as part of the new intensive care unit being built (construction start – June 2023) to provide care for critically ill patients.
5. **New Long-term Care Home** (pending update from Province) – provide public long-term care beds for seniors. The business plan has been submitted to the Ministry of Health.

The Need

The NRHD is grateful to the B.C. government for approving the HAU and the concept plan for the cancer center. However, there is still an urgent need to address critical health service gaps, including the need for a new patient tower and cardiac catheterization lab at NRGH and a new long-term care home. The medical demands of the Central and North Island's will only continue to increase due to a rapidly growing and aging population. Given the positive progress on the HAU and new cancer center we urge the Province to commit to similar action on the other projects. According to our medical leaders, the demands are staggering and continuing to increase. The shortage of appropriate health care facilities and specialized services is reaching a critical point.

The RDN has one of the fastest growing and oldest populations in Canada, and these trends are expected to continue. Our population increased by 9.4% in five years, twice the national rate of 5.2%, and is growing faster than the population of the South Island. Nearly 30% of RDN residents are 65 years or older vs. just over 21% for B.C. overall.

Beyond the RDN, the population and complexity of medical needs across the entire Central and North Island are also growing. Our health system also serves the needs of many vulnerable populations, including 80% of the Island's Indigenous people, who often live in remote communities and experience increased barriers, poorer health status, and have unique health needs and considerations.

Nanaimo Regional General Hospital (NRGH) is the designated tertiary hospital providing specialized services to patients from across the Central and North Island. The patient tower, built in 1963, is structurally and functionally obsolete, at high risk for system failure, and can no longer meet best practices and modern medical standards, including prevention of infectious diseases. Due to operating at overcapacity, patients are often cared for in inappropriate areas of the hospital.

The population served by NRGH (over 450,000 people) is the largest in Canada without a cardiac catheterization lab. Victoria is the only center on Vancouver Island with this type of facility. Central and North Island cardiac patients must travel to Victoria for heart care which is not available north of the Malahat. Patients might also be sent to Vancouver. Likewise, oncology services are under-resourced. While NRGH provides chemotherapy, Central and North Island cancer patients must travel to Victoria and/or Vancouver for radiation treatment.

With a significant shortage of long-term care beds in the region and long waitlists, many seniors end up in hospital who would be better cared for in facilities dedicated to their complex care needs.

The Benefits

These specialized and enhanced services are essential for providing Central and North Island residents with appropriate, patient-centred, and high-quality health care, when and where they need it. The patient tower will provide critical services to improve care for our patients, optimize wellness, and improve infection control. A cardiac catheterization lab would ensure timely diagnosis and access to interventional cardiology intended to address heart problems and prevent the need for surgery. A new long-term care home will enable local seniors to move out of hospitals, freeing up acute care beds at NRGH, and allowing seniors to age with appropriate care and dignity in or near their home communities.

Vital investments now into these services will benefit our communities for decades to come, improve the standard of care and help improve health outcomes north of the Malahat, as well as health system performance. It is critical these projects move to increase local health system capacity, reduce pressure on health services in other regions, free up beds at NRGH, and provide better value for public health care dollars.

Alignment with B.C. Government Priorities

These key projects will support the provincial government in delivering on its commitments to improving health care for all British Columbians, including strengthening our public health care system with new and modernized hospitals, improving cancer care, addressing service gaps and improving access to medical appointments for rural and remote communities, and delivering appropriate care for seniors through investments in new public long-term care homes.

NRHD's Funding Commitment

The NRHD has put in place funding mechanisms for its share of the project capital costs and is ready to proceed. We have committed to fund 40% of the NRGH patient tower replacement, cardiac catheterization lab, new high acuity unit, and new long-term care facility. Because these projects are vital for our region, we have developed a long-term financial strategy, taken steps to support our financial contribution through a recent regional tax increase, and are prepared to borrow the difference. We ask the province to prioritize the remaining projects and commit the necessary funding to ensuring they are built.

Draft Letter of Support- NRHD Priority Projects

<Date>

Honourable Adrian Dix, MLA
Minister of Health and Minister responsible for Francophone Affairs
PO Box 9050 Stn Prov Govt
Victoria, BC V8W 9E2

Re: Letter of Support: Capital Projects for Nanaimo Regional Hospital District

Dear Health Minister Dix:

On behalf of the ____ Council I write to you to express support for the Nanaimo Regional Hospital District's (NRHD) priority capital projects, including a new patient tower center and a new cardiac catheterization lab to be located at the Nanaimo Regional General Hospital (NRGH). These projects were identified by the Province and Island Health in consultation with health care experts and are included in Island Health's major capital plan. Over the last two years, the NRHD has confirmed its commitment to these projects and has developed an advocacy focus and a financial strategy to see them realized.

The Central and North Island have one of the fastest growing and oldest populations in Canada. Additionally, the complexity of medical needs across the entire region is also growing. The NRGH is the designated tertiary hospital north of the Malahat, providing specialized services to patients not just within the NRHD region but also from across the Central and North Island. The shortage of health facilities is at a critical point, leading to a lower standard of care and poorer outcomes for patients in the Central and North Island, as well as high costs to the health system. For many patients this creates additional financial and transportation burdens associated with travelling to Victoria or Vancouver for treatment. Delaying these projects will only exacerbate the growing gaps in care, putting patients at increased risk and contributing to worsening health outcomes and greater inefficiencies.

The NRHD has put in place funding mechanism for its share of the costs and is ready to proceed. The NRHD priority projects will complement our own region's health infrastructure by providing new and enhanced health services to the Central and North Island, helping to ensure our residents get the care they need closer to their communities.

We urge the Province to commit to the patient tower and cardiac catheterization lab in the NRHD region and to see the other projects through to completion.

Sincerely,

Name

Title

Suggested Municipality Motion

That that <Name> Council provides a letter of support directed to Health Minister Dix for the Nanaimo Regional Hospital District priority capital projects including the new patient tower and cardiac catheterization lab to be located at the Nanaimo Regional General Hospital.

DRAFT

Admin Support

From: Mayor Brenda Locke <Mayor@surrey.ca>
Sent: October 20, 2023 5:16 PM
Subject: 2023.10.20 Letter to BC Mayors RE Surrey Police Transition
Attachments: 2023.10.20 Letter to BC Mayors RE Surrey Police Transition.pdf

[External]

Good afternoon,

Please see attached correspondence.

Regards,

MAYOR BRENDA LOCKE



Office of the Mayor
13450 – 104 Avenue, Surrey, BC, Canada V3T 1V8
T 604 591-4126 | F 604 591-4481 | www.surrey.ca

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CITY OF SURREY

OFFICE OF THE MAYOR

October 20, 2023

Dear colleagues,

I am writing to you about the Surrey police transition, and the growing impacts on all communities in the region as a result of the Provincial Government's approach. Instead of working with the City of Surrey to unwind this poorly planned transition, the Province is trying to take power over policing away from local governments. The Province will be spending significant provincial tax dollars for no added public safety benefit in Surrey, and creating an environment for policing instability in the region.

Sweeping new powers over local policing

As you likely know, the Province recently introduced unprecedented revisions to the *Police Act* to cover up a mess they created. The Province approved the original transition in 2019 despite prescient warnings about the overwhelming cost impacts to Surrey taxpayers, as well as significant challenges to recruiting frontline officers to the Surrey Police Service (SPS).

The proposed changes to the *Police Act* should concern all local governments and elected officials. Effectively, the Solicitor General is taking the ultimate power of choosing the model of policing away from local governments, clearly motivated by papering over a decision he should not have made in the first place.

As elected officials, it is our job to represent the voters and work earnestly to enact the mandate upon which we were elected. The Province's job should continue to be to ensure that local governments have an appropriate policing plan in place, supported by voters. It is not their role to step-in and make important decisions about local policing models based on their own political motivations.

Significant new costs for Surrey and regional taxpayers

If forced to move ahead, this transition will cost Surrey taxpayers hundreds of millions of dollars. I continue to oppose the Province's plan, and do not believe that it is in the best interest of Surrey, or the region. It is not the best use of provincial tax dollars to fund a police transition that Surrey does not want and that will provide no added public safety benefit.

The Province has already committed \$150 million toward support with additional transition costs, but the ongoing gap between the RCMP contract model and a new municipal force is estimated at no less than \$462 million over the next 10 years. We are looking at our options to continue to fight this transition, but make no mistake, if the Province has the ability to force this transition ahead with this unprecedented legislation, I will be seeking hundreds of millions more from the Province to protect Surrey taxpayers.



13450 – 104 AVENUE SURREY BRITISH COLUMBIA CANADA V3T 1V8



BRENDA LOCKE
MAYOR

MAYOR@SURREY.CA

604.591.4126

Furthermore, if Surrey does not maintain the RCMP, our City's share of the Division Administrative costs are in excess of \$32M per year, based on our full strength of members. Once the RCMP ceases to police Surrey, these costs will need to be absorbed by all other Municipalities across BC that continue to have RCMP provide Policing services.

But, again, this is not the best use of Provincial tax dollars. As a region, we have significant challenges in front of us requiring urgent Provincial attention including housing, hospitals, schools, and transit. We should all be encouraging the Province to stand down and focus scarce provincial funds on more urgent priorities.

Recruitment woes creating a destabilizing effect on local policing

Finally, if the Province is able to force this transition ahead, it will have a significant destabilizing effect on policing throughout the region. The Province was warned by many experts that the original transition plan had a gaping hole in it, and those warnings about SPS recruitment issues have come true. Today, 75% of the police in Surrey are still with the RCMP. In recent weeks and months, the SPS has even lost recruits. As it stands, the SPS is nowhere near the number of frontline officers they need to become the police of jurisdiction.

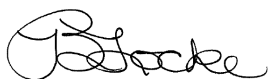
And since Surrey RCMP officers are not transferring to the SPS, which the Province was very clearly warned about, the SPS is actively recruiting from municipal police forces in Vancouver, Delta, Abbotsford, New Westminister, Port Moody, and West Vancouver. This has become a serious policing problem not just in Surrey, but in other communities now as well. Again, this issue is a direct result of the Province's mismanagement of this transition from the beginning.

Sending the Province a message

As the Mayor of Surrey, it is my job to stand up for public safety and taxpayers in Surrey. But as this issue continues to drag on, the impacts for the rest of the region are also growing. Instead of doing their job and properly scrutinizing the proposed transition from the start, the Province is now taking policing powers from local governments, spending scarce tax dollars on a transition Surrey does not want, and creating real instability in policing throughout the region.

I hope that you will join me in raising these concerns with the Premier and the Solicitor General. They need to know that the region's Mayors are not prepared to accept the growing list of impacts as a result of their mismanagement of this important file.

Sincerely,



Brenda Locke,
Mayor



Admin Support

To: Joseph Rotenberg
Subject: RE: Ballenas Housing Society

From: Judy JG. Gray [REDACTED]
Sent: Monday, October 23, 2023 8:40 AM
To: Community Input Mailbox <communityinput@ucluelet.ca>
Subject: Ballenas Housing Society

[External]

Dear Mayor & Council,

The Ballenas Society is doing some incredible things on Vancouver Island for families and individuals who need a helping hand for better living conditions.

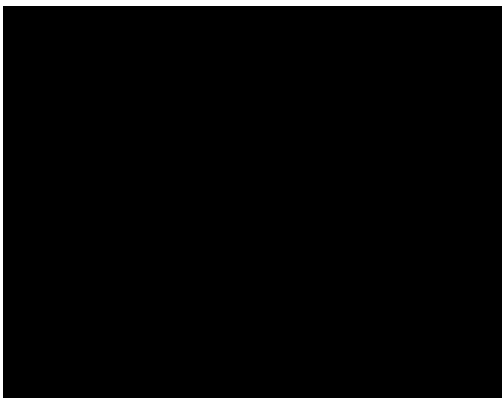
I have family in Parksville that have recently moved into one of the new Ballenas townhomes. The rent is based on income and makes this housing option much more affordable than open market rental units.

Please work with these folks as they can certainly assist our community with much needed housing.

Thank-you for your work.

Judy

Judy Gray | REALTOR® - Team Leader - CCIM – CRES
Personal Real Estate Corporation



Thank-you for your trust and confidence. Your best compliment to us is a referral.



THANK YOU
FOR PUTTING YOUR
MONEY WHERE
THE MIRACLES ARE!



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

This message contains confidential information and is intended only for the individual named. If you are not the intended recipient please do not use this information in any manner, and advise the sender immediately. If you wish to

UNSUBSCRIBE from future e-mails from The Gray Team, please reply to this e-mail with UNSUBSCRIBE in the subject line.

From: [Info Ucluelet](#)
To: [Joseph Rotenberg](#)
Subject: FW: URGENT - CALL for Immediate Action to Prevent Invasive Mussels
Date: November 2, 2023 3:03:57 PM
Attachments: [2023-10-18_OBWB ltr re Invasive Mussels Calls to Action to LGs FINAL.pdf](#)
[image004.png](#)



Kathryn Wallace
Administrative Clerk

District of Ucluelet
 P.O. Box 999, Ucluelet, B.C.
 Phone: 250-726-7744

From: Amanda Burnett <Amanda.Burnett@obwb.ca>
Sent: Monday, October 23, 2023 4:14 PM
To: Amanda Burnett <Amanda.Burnett@obwb.ca>
Subject: URGENT - CALL for Immediate Action to Prevent Invasive Mussels

[External]

To Whom It May Concern,

The Okanagan Basin Water Board is concerned about the discovery of invasive mussels in Idaho. Please find attached a letter from the Okanagan Basin Water Board calling for immediate action to prevent invasive mussels from being introduced into B.C.

If you would like to see our presentation on invasive mussels please visit - [\(1\) URGENT: OBWB Calls for Moratorium on Out-of-Province Boats to Prevent Invasive Mussels' Infestation - YouTube](#)

Thank you,
 Amanda

Amanda Burnett — Communications Coordinator
Okanagan Basin Water Board
 1450 KLO Road, Kelowna, B.C. V1W 3Z4
 Office: 250-469-6272
www.obwb.ca
www.okwaterwise.ca

Stay connected! Follow us on   

I respectfully acknowledge that the Okanagan Syil'x peoples are the original land and water stewards, and that I am fortunate to live and work as a guest within the traditional and unceded territory of the Syil'x people.

You're receiving this message because you're a member of the All BC Local Governments group from Regional District of Central Okanagan. To take part in this conversation, reply all to this message.

Call for Immediate Action to Prevent Invasive Mussels Anna Warwick Sears...

[View group files](#) | [Leave group](#) | [Learn more about Microsoft 365 Groups](#)

Local Governments in British Columbia

Oct 18, 2023

Re: CALL FOR IMMEDIATE ACTION TO PREVENT INVASIVE MUSSEL INTRODUCTION TO B.C.

Dear B.C. Local Government Boards and Councils,

We are writing to request your support; calling on senior governments for immediate action to prevent the introduction of invasive mussels into B.C. If senior governments fail to act, local governments and First Nations in B.C. will bear the brunt of managing and paying for the costs of invasive mussel mitigation.

On September 18th, the State of Idaho announced that invasive quagga mussels had been found in the Snake River, a tributary to the Columbia. The location of the discovery at Twin Falls is less than an 11-hour drive from the B.C. border.

Based on water chemistry analysis, every major population centre in B.C. is at moderate to high risk from invasive mussels. These rapidly spreading species are expected to cost the province more than \$129 million annually, based on costs for infrastructure, maintenance for boats and marinas, lost profits and provincial revenue and loss in residential property values and lost property taxes. These costs do not include the devastating effects on fish – especially Pacific salmon, and aquatic ecosystems in general. Invasive mussels can create toxic algae blooms, litter beaches with razor-sharp shells, clog water intakes and boat motors, and corrode concrete and metal in the water. In the Great Lakes region, invasive mussels have cost more than \$500 million per year just to manage the effects.

In response to the mussel detection in Idaho, state officials released more than 116,000 litres – almost four large tanker-trucks – of a copper-based pesticide into a 26 km stretch of the Snake River, killing invertebrates, algae, plants, and fish, including 2-meter-long sturgeon. This will be followed up with another chemical treatment and a biocontrol treatment. This was considered a better option than allowing the mussels to take hold, but there is still no guarantee that it will have the desired affect. It is possible that mussels have already escaped the containment area, and if so, they will spread through the Columbia Basin over the next several years.

Chemical treatments in most large lakes in B.C. are unlikely to be effective. We do not wish to have such treatments as a public-relations exercise.

The OBWB has provided a detailed memorandum to the Province of B.C. and will provide a letter to both levels of government this week summarizing our Calls to Action (attached). We ask that local government boards and councils provide a letter or resolution of support for these calls to action and send them to the Ministers listed below. We have also prepared a short video presentation outlining the threat of invasive mussels, the current situation in Idaho, and the reasons behind the calls to action. You can view this video on our YouTube channel here: <https://youtu.be/j255iBHtzLg>

Actions to be taken immediately by the Province of B.C.:

1. Introduce a temporary moratorium on out-of-province watercraft entering B.C., until the full status of the infestation in the Columbia Basin is assessed, and until the effectiveness of the chemical and biocontrol treatments in Idaho is known.
2. Introduce “pull-the-plug” legislation to be in effect prior to the 2024 boating season, and before the moratorium is lifted, requiring all watercraft owners to remove drain plugs prior to vessels being transported on public roads.
3. Ask Canada’s Minister for Public Safety to issue direction for all watercraft entering Canada at all border crossings, from Saskatchewan to B.C., to be inspected prior to allowing entry.
4. Commit funding to the Invasive Mussel Defence Program of no less than \$4 million per year (all sources), indexed to inflation for at least 10 years going forward.

Following these immediate actions, we call on the province to fill the following gaps in the current inspection and prevention system, and in planning for response and long-term mitigation:

5. Enhance funding to recruit and retain B.C. Conservation Officers, Auxiliary Conservation Officers, and other Invasive Mussel Defence Program staff as needed to 2019 levels (64 inspectors).
6. Update the provincial Early Detection, Rapid Response plan, including a round of consultation with partner organizations prior to finalization.
7. Lead a planning process to create long-term response, containment, and control plans in regions at high risk of introduction and vulnerable to infestation, including the Okanagan, Shuswap, and Kootenay Regions.
8. Promote vulnerability assessments by utilities, local jurisdictions, and private entities.

Finally, we call on the province to reconsider our previous call to action to require inspection for all watercraft entering B.C., both at federal and provincial borders.

Actions to be taken immediately by the Government of Canada:

1. We ask that the Minister of Public Safety issue immediate direction to all Canada Border Service Agency locations between Saskatchewan and the Pacific that all watercraft entering Canada in that region be inspected for invasive mussels following provincial protocols.
2. We have asked the Government of B.C. to issue a temporary moratorium on out-of-province boats until the full extent of the infestation is known, and until the success of chemical treatments in Idaho is determined. And so, we also ask that the federal government use its authority to support any such temporary moratorium.

Since 2012, the Okanagan Basin Water Board has run the Don’t Move A Mussel public awareness campaign, including the message to boaters to Clean, Drain, Dry their watercraft before launching in B.C. waters. We are also developing a guide for vulnerability assessments for in-water infrastructure which will allow all facility operators to assess the vulnerability of their source waters and understand specific risks to infrastructure



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components, how to mitigate those risks, and will allow for advanced capital planning for changes or retrofits as needed. The guide should be ready by the end of this year and will be freely available for all users.

We appreciate your consideration and support protecting the waters of B.C.

Yours truly,

Anna Warwick Sears, Ph.D. — Executive Director
Okanagan Basin Water Board
1450 KLO Road, Kelowna, B.C. V1W 3Z4
Email : anna.warwick.sears@obwb.ca
Office: 250.469.6251

Addressees for Letters of Support:

Honourable Dominic LeBlanc
Minister of Public Safety, Democratic Institutions and Intergovernmental Affairs
269 Laurier Avenue West
Ottawa, Ontario K1A 0P8
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Honourable Diane Lebouthillier
Minister of Fisheries, Oceans and the Canadian Coast Guard
200 Kent St Station 15N100
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Honourable Nathan Cullen
Minister of Water, Land and Resource Stewardship
PO Box 9012 Stn Prov. Govt.
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Honourable George Heyman
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CC:

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- Okanagan MPs: Mel Arnold, Tracy Gray, Dan Albas, Richard Cannings
- Okanagan Nation Alliance, Chiefs Executive Council
- Pacific NorthWest Economic Region: Matt Morrison, Chief Executive Officer
- Invasive Species Council of B.C.: Gail Wallin, Executive Director
- Okanagan Chambers of Commerce
- Thompson Okanagan Tourism Association
- Union of BC Municipalities
- Shuswap Watershed Council
- Okanagan and Similkameen Invasive Species Society

Attachments:

- Letter to Province: Call for Immediate Action to Prevent Invasive Mussel Introduction to B.C.
- Letter to Federal Govt: Call for Immediate Action to Prevent Invasive Mussel Introduction to B.C.
- Memorandum to Deputy Minister: Recommendations for Invasive Mussel Prevention

Honourable Nathan Cullen
Minister of Water, Land and Resource Stewardship
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Oct 18, 2023

Honourable George Heyman
Minister of Environment and Climate Change Strategy
PO Box 9047 Stn Prov Gov
Victoria, BC V8W 9E2
ENV.Minister@gov.bc.ca

Re: CALL FOR IMMEDIATE ACTION TO PREVENT INVASIVE MUSSEL INTRODUCTION TO B.C.

Dear Ministers,

We are writing to again express our extreme concern over the threats posed by invasive mussels to B.C. waters, recognizing the September 18th announcement that invasive quagga mussels have been found in Idaho in the Snake River. On September 25th, following meetings with Minister Cullen at UBCM, we provided a memorandum with specific recommendations and details to mitigate, prepare for, and respond to this threat (attached). The calls to action here are a summary of that memorandum.

We are writing to ask for the following actions to be taken immediately by the province of B.C.

1. Introduce a temporary moratorium on out of province watercraft entering B.C. until the full status of the infestation in the Columbia basin is assessed, and until the effectiveness of the chemical and biocontrol treatments in Idaho is known.
2. Introduce “pull-the-plug” legislation to be in effect prior to the 2024 boating season, and before the moratorium is lifted, requiring all watercraft owners to remove the drain plug prior top vessels being transported on public roads.
3. Ask Canada’s Minister for Public Safety to issue direction for all watercraft entering Canada at all border crossing from Saskatchewan to B.C. to be inspected prior to allowing entry.
4. Commit funding to the Invasive Mussel Defence Program of no less than \$4 million per year (all sources), indexed to inflation for at least 10 years.

Following these immediate actions, we ask you to fill the following gaps in the current inspection and prevention system, and in planning for response and long-term mitigation:

5. Enhance funding to recruit and retain B.C. Conservation Officers, Auxiliary Conservation Officers, and other IMDP staff as needed to 2019 levels (64 inspectors).
6. Update the provincial Early Detection, Rapid Response plan (EDRR), including a round of consultation with partner organizations prior to finalization.



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7. Lead a planning process to create long-term response, containment, and control plans in regions at high risk of introduction and vulnerable to infestation, including the Okanagan, Shuswap, and Kootenay Regions.
8. Promote vulnerability assessments by utilities, local jurisdictions, and private entities.

Finally, we ask you to reconsider our previous call to action to require inspection for all watercraft entering B.C., both at federal and provincial borders. Again, the attached memorandum provides details for how this can be accomplished.

In response to the mussel detection in Idaho, state officials released more than 116,000 litres – almost four large tanker-trucks - of a copper-based pesticide into a 26 km stretch of the Snake River, killing invertebrates, algae, plants, and fish, including 2-meter-long sturgeon. This will be followed up with another chemical treatment and a biocontrol treatment. This was considered a better option than allowing the mussels to take hold, but there is still no guarantee that it will have the desired affect. It is possible that mussels have already escaped the containment area, and if so, they will spread throughout the Columbia Basin over the next several years.

Chemical treatments in most large lakes in B.C. are unlikely to have the desired effect, and the Province must take strong immediate action to close the obvious gaps in inspections and legislation to prevent invasive mussels in the first place.

We will also be writing to federal ministers to call for their support in your efforts, especially enhanced inspections at federal border crossings. We will also continue our own efforts in public awareness and education, providing a vulnerability assessment guide to prepare infrastructure, and working with local governments and First Nations to promote these calls to action, and the Clean, Drain, Dry message for boat owners.

The critical time to act is now.

Yours truly,

Anna Warwick Sears, Ph.D. – Executive Director
Okanagan Basin Water Board
1450 KLO Road, Kelowna, B.C. V1W 3Z4
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Re: CALL FOR IMMEDIATE ACTION TO PREVENT INVASIVE MUSSEL INTRODUCTION TO B.C.

Dear Ministers,

We are again writing to express our extreme concern over the threats posed by invasive mussels to B.C. waters, recognizing the September 18th announcement that invasive quagga mussels were found in Idaho in the Snake River, a tributary to the Columbia River. A May 2023 report by the Province of B.C., *Potential Economic Impact of Zebra and Quagga Mussels in B.C.*, shows that both the Fraser River and Columbia River watersheds are at moderate to high risk of a mussel infestation based on water chemistry. In order to protect Pacific salmon habitat in both of these major river systems, and protect the economy of the west, the Government of Canada must act now.

1. We ask that you issue immediate direction to all Canada Border Service Agency locations between Saskatchewan and the Pacific that all watercraft entering Canada in that region be inspected for invasive mussels following provincial protocols.
2. We have asked the Government of B.C. to issue a temporary moratorium on out-of-province boats until the full extent of the infestation is known, and until the success of chemical treatments in Idaho is determined. We ask you to use your authority to support any such temporary moratorium.

In response to the mussel detection in Idaho, state officials released more than 116,000 litres – almost four large tanker-trucks - of a copper-based pesticide into a 26 km stretch of the Snake River, killing invertebrates, algae, plants, and fish, including 2-meter-long hatchery sturgeon. This will be followed up with another chemical treatment and a biocontrol treatment. This was considered a better option than allowing the mussels to take hold, but there is still no guarantee that it will have the desired affect. It is possible that mussels have already escaped the containment area, and if so, they will spread throughout the Columbia Basin over the next several years.

Chemical treatments in most large lakes in B.C. are unlikely to be effective. Instead, we need senior governments to take strong immediate action to close the obvious gaps in inspections and legislation to prevent invasive mussels in the first place.



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The Okanagan Basin Water Board will continue our own efforts in public awareness and education, providing a vulnerability assessment guide to prepare infrastructure, and working with local governments and First Nations to promote these calls to action, and the Clean, Drain, Dry message for boat owners.

The critical time to act is now.

Yours truly,

Anna Warwick Sears, Ph.D. – Executive Director
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- Okanagan and Similkameen Invasive Species Society

MEMORANDUM

To: Deputy Minister Lori Halls
From: Anna Warwick Sears, OBWB Executive Director
Date: September 25, 2023
Subject: **Recommendations for Invasive Mussel Prevention**

Background

This report is a follow-up to our September 21, 2023 meeting with Minister Nathan Cullen and Parliamentary Secretary Kelly Greene, regarding our recommendations on how to prevent zebra and quagga mussels from invading B.C. waters. We discussed the news that there had been positive tests for quagga mussel veligers in Twin Falls, Idaho on the Snake River, a tributary to the Columbia River.

According to the Idaho news media, there were multiple ‘positive samples’ along a 6 km stretch of the Snake River, in the vicinity of Centennial Park, in Twin Falls. The river in this reach is moving at greater than 15.5 m³/s, and this is not likely to be a candidate for applications of potash or other pesticides to control mussels – so there is little hope for eradication.

At the meeting, we discussed the importance of taking a ‘disaster management’ approach, including the four pillars of **mitigation, preparation, response** and **recovery**. We have updated our recommendations specific to each of these categories. The minister specifically requested that we send you more information on ‘pull-the-plug’ legislation, and inspection sticker programs. Our analysis of these is given below (pages 5 – 10).

OBWB Recommendations for WLRS

Mitigation:

1. Ask the Canada Minister of Public Safety to have the CBSA stop and inspect ALL watercraft coming to B.C. from the U.S., consistently at ALL border crossings from Saskatchewan to B.C.

In the past, we have noted that some border crossings take this duty more seriously than others.

2. B.C. should consider a temporary moratorium on out-of-province boats until the full status of the infestation of the Columbia Basin is assessed.
As the boating season is close to ending for the season, this would have limited economic impact.
3. Commit funding to the IMDP of no less than \$4 million per year (all sources), indexed to inflation for at least 10 years.

The 2019 budget for the IMDP, the year the program conducted the most inspections, was \$3.5 million, equivalent to \$4.04 million today. This is the minimum level of funding the program should receive. In 2023, the IMDP ran only six inspection stations, with a reduced staff of 43 inspectors, (down from 12 stations and 64 staff in 2019).

4. Enhance funding to recruit and retain B.C. Conservation Officers, Auxiliary Conservation Officers, and other IMDP staff as needed to 2019 levels (64 inspectors).

Do whatever is necessary to recruit and retain seasonal staff for the IMDP. This may require increasing pay levels to attract qualified candidates. It is also important to meet the housing needs of staff who are sometimes deployed to remote locations during the height of tourist and fire-fighting seasons, when competition for accommodations is highest.

5. Introduce “pull-the-plug” legislation to be in effect prior to the 2024 boating season.

Since July 2019, we have called for “pull the plug” legislation, requiring all watercraft owners to remove the drain plug prior to transporting vessels on public roads, to ensure that vessels have been cleaned, drained, and dried before launching in B.C. waters. All other Western Canadian provinces have put this legislation in place, with B.C. as the only exception.

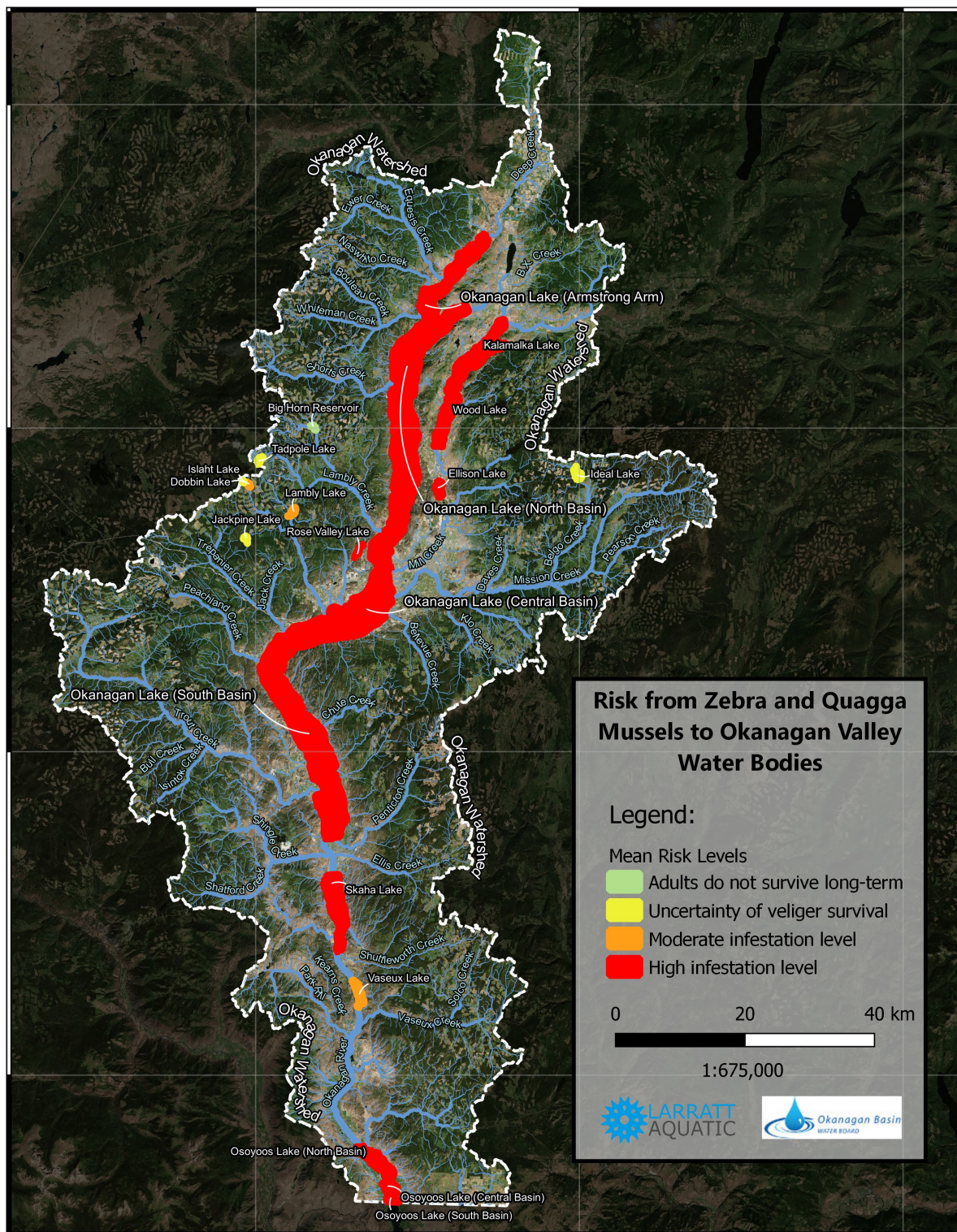
Preparation:

6. Promote vulnerability assessments by utilities, local jurisdictions, and private entities.

The OBWB has been working with PNWER and other partners to develop a Vulnerability Assessment Guide for freshwater infrastructure, including dams, wastewater and drinking water treatment plants, bridges, docks, intakes, etc. This guide is based on one developed by the U.S. Army Corps of Engineers and is currently under technical review. It contains information on how to assess the vulnerability of a waterbody to infestation, based on water chemistry, and vulnerability of specific forms of infrastructure, as well as proactive mitigation measures such as coatings or cleaning procedures. The guide is expected to be completed by January 1, 2023.

OBWB hired Larratt Aquatic Consultants to analyze the Okanagan water quality database against the Vulnerability Assessment Guide’s criteria for determining levels of infestation by invasive mussels. Larratt produced the map on the following page, showing the expected level of infestation by water body where water chemistry data was available. A similar map could be produced for anywhere in B.C., showing the expected infestation level for specific streams, and by sections of lakes, since not every site is expected to have the same level of infestation throughout a given lake.

This analysis shows that the Okanagan's large valley-bottom lakes are generally expected to experience a more severe infestation than higher mountain lakes and reservoirs.



Response:

7. Update the provincial Early Detection, Rapid Response plan (EDRR), including a round of consultation with partner organizations prior to finalization.

The current EDRR was published in 2015. Since then, B.C. has gathered significant information on watercraft travel patterns, at-risk lakes, and economic factors. B.C. has also had to respond to several near misses with contaminated vessels. The new EDRR should incorporate all lessons learned and look to longer-term options for ongoing regional containment, quarantine, and control methods.

8. Lead a planning process to create long-term response, containment, and control plans in regions at high risk of introduction and vulnerable to infestation, including the Okanagan, Shuswap, and Kootenay Regions.

With new information on watercraft travel patterns and water chemistry, we know which regions are at most risk of introduction due to the high number of watercraft travelling there, and which water bodies are at greatest risk due to water chemistry. With this information, it is possible to create plans which could reduce the time for containment of a lake from days to hours and reduce the time for attempted eradication from weeks to days. This planning process could also help to identify regional gaps in prevention, prepare infrastructure, solicit public engagement and feedback, and identify resources for long-term control.

Recovery

9. In our more than ten years tracking this issue, we have not heard of any jurisdiction that has 'recovered' from invasive mussels, once they have taken hold. At best, local jurisdictions have had to absorb costs, and learn to live with the societal and environmental damage. Many (but not all) of these costs are given in the WLRS's report from May 2023: [Potential Economic Impact of Zebra and Quagga Mussels in B.C.](#)

Aquatic Invasive Species – Pull the plug legislation

British Columbia is the last remaining Western province without pull-the-plug legislation in place. Most Northwestern States also require drain plugs pulled prior to transport on roadways. Here is the relevant legislation/regulation for each Western province.

Alberta Fisheries Act Regulation 220/1997 (2016)

Transportation of watercraft 6.1

A person shall not transport an item of watercraft on a highway by means of a conveyance if the watercraft has a drainage hole in the lower hull or bilge that is blocked with a plug. AR 45/2016 s8

<https://www.canlii.org/en/ab/laws/regu/alta-reg-220-1997/latest/alta-reg-220-1997.html#sec6.1>

Saskatchewan The Fisheries Regulations 88.6 (2018)

Transportation of watercraft

No person shall transport a watercraft on a highway by means of a conveyance if the watercraft has a drainage hole in the lower hull or bilge and that drainage hole is blocked with a plug. 6 Apr 2018 SR 22/2018 s12.

<https://pubsaskdev.blob.core.windows.net/pubsask-prod/1869/F16-1r1.pdf>

Manitoba The Water Protection Act AIS Regulation (2015)

3(3) When transporting a watercraft on land, a person must (a) ensure that the drain plug and all valves or other devices used to drain water from the watercraft are removed or left open, other than plugs used in kitchen or washroom facilities on the watercraft; and (b) ensure that the motor vehicle and any trailer transporting the watercraft are free of aquatic invasive species and aquatic plants.

https://web2.gov.mb.ca/laws/regs/current/_pdf-regs.php?reg=173/2015

Inspection/Sticker Program Summary

Overall, stopping at an open inspection station is mandatory in all cases. Oregon, Idaho and Montana require boaters to be inspected and pay certain fees when coming from out of state. These fees are used to pay for inspection programs and monitoring. Out of state boaters pay more than resident boaters.

Alberta

No passport or sticker system all boats must stop every time they come to an inspection station. No special rules depending on where you live.

Fees

- Seems to be a free service.

Requirements

- **Watercraft inspections are now mandatory.** All passing watercraft, including non-motorized, commercially hauled and privately-hauled watercraft, **must stop every time, regardless of where you are coming from or going to**
- When highway signage indicates that a watercraft inspection station is open, it is mandatory.
 - Bypassing an inspection station results in a \$324 fine
 - Failing to pull the plug leads to a \$180 fine
- When arriving at a station, boaters are required by law to answer a few simple questions to help establish the risk factor.

Relevant legislation

- Bill 13: Fisheries (Alberta) Amendment Act, 2015
- Ministerial Order 30/2015
- Section 32 (14) of Fisheries (Alberta) Act

Inspection

- An inspection of your watercraft and trailer will be conducted and sometimes these inspections are supported by trained K-9 inspectors. All areas of boat inspected and you will be asked to show hold is dry.

Miscellaneous

- [K9 teams search shorelines and boats](#)
- [Inspection webpage](#)
- [2017 Report](#)

Saskatchewan

We could not find an in-depth provincial plan for boat inspections. Inspections are stated to be mandatory in the province. There was a lot more documentation of the clean drain dry program.

The only references we could find were as follows:

- **Watercraft inspection is mandatory in Saskatchewan** - even if you are just passing through. They work with neighbouring provinces, states and the Canada Border Services Agency to coordinate inspection efforts. So far, Saskatchewan has been successful in preventing the introduction and establishment of AIS.
- Provincial regulations allow **conservation officers to inspect, quarantine and decontaminate watercraft known or suspected to contain invasive species.**
- The province works with other agencies and jurisdictions to coordinate inspection and other prevention measures.
- The ministry will take a risk-based approach to watercraft inspection, focusing on high-risk pathways and targeted enforcement of violations related to aquatic invasive species.

Washington

There are different requirements for residence and non-residence. A Washington resident pays a \$2 fee and gets a sticker. A non-resident pays a \$24 fee and must obtain a permit.

Requirements

- Out-of-state boat owners- must get a permit before going to Washington
 - Watercraft operators **not registered in Washington State**, seaplanes, and commercial transporters of specified vessel types **must purchase aquatic invasive species (AIS) prevention permits** to help prevent the spread of AIS in Washington.
 - Permits are valid for one year.
 - It can be purchased online.
 - Each watercraft is given a **registration number** to prove it has been legally registered and is generally **displayed on both sides of the boat's bow**.

Fees

- **Non-resident \$24 fee** (\$20 permit plus transaction and dealer fees) support the department's efforts to keep Washington's waters free of AIS.
 - AIS prevention permit sales are expected to generate about \$412,000 annually by 2023.
- **Washington residents pay a \$2** annual fee to support the department's AIS program when registering boats.
 - **A valid registration sticker is proof of payment, and an AIS prevention permit is not required.**

Relevant legislation

- [SB 5303 - 2017-18](#)
- [Aquatic invasive species prevention permit—Operators of vessels and aquatic conveyances.](#)

Inspection

- Inspections seem to be mandatory but there was no clear documentation.
- [General information](#)
- Exemptions from needing a permit.
 - Residence with a sticker
 - Small watercraft from out of state e.g. canoes
 - Federal and military vessels or watercraft registered as “tenders”

Miscellaneous

- To access some waters, you need a vehicle access pass – related to hunting regulations.
- [Aquatic Invasive Species Funding Advisory Committee Report and Recommendations](#) – has historical AIS budgets for states and provinces.
- [Link to the permit website](#)

Oregon

There are two different permits and inspections are mandatory. A waterways access permit is required for everyone and a special permit for out-of-state boatowners; this permit funds the inspection program. Within the state, boatowners must comply with mandatory inspection.

Requirements

- **Any operator** of a boat or paddle craft 10ft or longer need a **Waterway Access Permit**
 - The Waterway Access Permit is transferrable to another non-motorized watercraft.
 - The 10ft watercraft includes kayaks, canoes, rafts and other inflatables, stand-up paddle boards, et.
- Out-of-state boat owners must get a **Aquatic Invasive Species Prevention Permit**
 - Anyone traveling through Oregon and not launching watercraft in state waters DOES NOT need a permit.
 - Children 13 and younger do not need a permit.
- Oregon motorized boaters must have valid registration decals displayed on their motorboats

Type of Boat	Requirements
Out-of-state motorized boat	Out-of-state Aquatic Invasive Species Permit
Oregon and out-of-state non-motorized watercraft 10 feet or longer	Waterway Access Permit
Out-of-state sailboats 12 feet or longer	Out-of-state Aquatic Invasive Species Permit
Oregon sailboats 10 feet to 11 feet 11 inches long	Waterway Access Permit
Oregon sailboats 12 feet or longer	Oregon sailboat title and registration

- **Mandatory inspection**
 - **All vehicles towing watercraft into Oregon must stop at an inspection station.**
 - There are 6 stations.
 - All boaters must stop if a station is open.
 - Inspection teams are made up of specially trained personnel employed with the Oregon Department of Fish and Wildlife.
 - After the inspection boaters are given an inspection report that is the proof of compliance. – if the boat is contaminated it will be decontaminated on site.

Relevant legislation

- SECTION 1. ORS 570.855

Fees

- **The AIS Prevention Permit** costs **\$20** and failure to have one results in a \$50 fine.
 - **The permit costs fund the inspection stations.**
- **Waterway Access Permit:** price depends on permit which are all based on the number of days you want access. Failure to show the Waterways Access Permit to law enforcement can lead to a \$115 fine.

Miscellaneous

- [2022 report of inspection program](#)

- During the 2022 fiscal year, revenue collected from permit sales totaled **\$768,435** . Oregon motorized permit revenue from boater registrations was \$254,975; non-motorized watercraft \$377,905; out-of-state motorized \$128,940; liveries and guides \$6,615.
 - **The program provided full or partial funding for seven full-time positions, and ten seasonal or part-time positions.**
 - We received additional funding from the US Army Corps of Engineers as part of the Water Resources Reform and Development Act (WRRDA) for \$572,277; these monies help fund additional inspectors and hours of operation at the inspection stations.
- In 2022 the program completed 14,462 watercraft inspections.
- [Webpage for general information](#)
- [Waterways Access Permit](#)
- [AIS Permit](#)

Idaho

In Idaho there is a mandatory sticker program that funds the inspection stations. It is mandatory to stop at inspection stations.

Requirements

- **Mandatory to stop at inspection stations.**
- Idaho law requires the owner of any boat and any non-motorized vessel to **buy and display an Idaho Invasive Species Fund sticker** to legally launch and operate the boat in Idaho.
 - This includes nonmotorized boats, rafts, canoes, etc. .
 - Does not include inflatable, non-motorized vessels less than 10 feet long
 - Stickers can be bought online
 - Work with law enforcement to make sure of compliance

Fees

- The sticker program funds the inspection stations.
 - A one-year sticker is **\$12.0** or a two year sticker is **\$22.50**.

Inspections

- In 2022, the program performed over 100,000 watercraft inspections and **intercepted 36** mussel-fouled watercrafts. Throughout the history of the program Idaho stations have performed over one million inspections intercepting 413 mussel-fouled watercrafts prior to launching.
- Idaho's inspection stations are placed on major highways at or near the Idaho state line

Montana

It is mandatory to stop at inspections stations and out of state owners or people crossing the continental divide must get an inspection before launching. There are passes that must be purchased if you are from out of state.

Requirements

- It is **mandatory to stop at an inspection station**. Motorized and nonmotorized watercraft.
 - Out-of-state boats must be inspected before launching in Montana.

- Must carry a **proof on inspection.**
- Must stop at all inspection stations you encounter.
- If you cross a Continental Divide, you must have your boat inspected before launch.
- **Purchase a AIS Prevention Pass**
 - **Non-resident** watercraft launching in Montana must purchase.
 - Motorized watercraft fee is \$30.
 - Nonmotorized watercraft fee is \$10.
 - Not transferable between vessels

Fees

- The fee for a permit is \$10 to \$30 deepening on boat type.

Inspection

- [2022 AIS report](#) – very good report
 - Over 119,000 watercraft inspections
 - **53 zebra and quagga mussel fouled vessels intercepted.**
 - Stations placed on major highways near state borders.

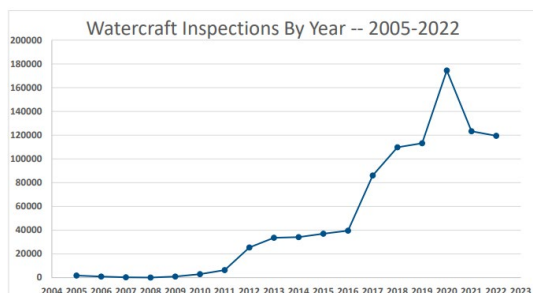


Figure 3. Number of watercraft inspections by year.

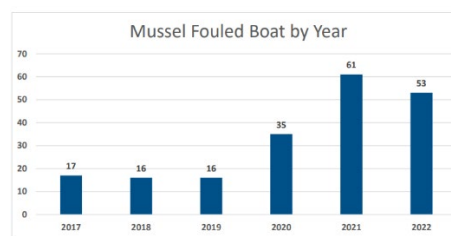


Figure 8. Number of mussel fouled boats intercepted by year.

- Inspections are done by the Ministry of Fish, Wildlife, and Parks as well as other partner groups.

Miscellaneous

- [Inspection information](#)
- [Traveling to Montana](#)
- [Summary of Laws and regulations.](#)

Admin Support

To: Community Input Mailbox
Subject: RE: Withdrawal of Ucluelet Coop's Development Permit Application

From: Laurie Gehrke <gm@uclueletcoop.com>
Sent: Monday, October 23, 2023 8:38 AM
To: Community Input Mailbox <communityinput@ucluelet.ca>
Subject: Withdrawal of Ucluelet Coop's Development Permit Application

[External]

Good Morning Mayor and Council

I have attached our letter of withdrawal for our application number DVP23-09.

Thank you.

Laurie Gehrke, General Manager
Ucluelet Consumers Co-operative Association
1580 Peninsula Road | Ucluelet, BC | V0R 3A0
Office: (250)726-3822 Cell: (250)726-3822
gm@uclueletcoop.com | www.uclueletcoop.com



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Ucluelet Consumers Co-operative Association

Phone: 250.726.4231

Fax: 250.726.4440

1580 Peninsula Road Ucluelet, PO Box 100, Ucluelet BC V0R 3A0

www.uclueletcoop.com

October 20, 2023

To Mayor and Council

We are writing to provide details regarding our decision to end our project (application DVP23-09) that would have had tremendous benefit and impact for our community.

As you are all aware, housing and daycare are two of the most challenging issues our community faces, and our Co-operative was prepared to help. We have been working on this project since January 2022 and have invested significantly to bring the multi-use building plans forward for development and building approval.

Our team of designers, architects and experts have poured a great deal of time and effort into making this project as affordable as possible and still serve a purpose. However, we are unable to continue due to delays and escalated costs.

Unfortunately, due to numerous delays created because of requests from the district team of planners, costs have escalated in real time, and we find that we will no longer be able to fund this project. Ultimately, we are responsible to our members for our financial success – and we cannot proceed in good conscience.

Sincerely,

The Board of Directors
Ucluelet Consumer's Co-operative Association.

From: [Info Ucluelet](#)
To: [Joseph Rotenberg](#)
Subject: FW: Inclusive Remembrance Day ceremonies
Date: November 2, 2023 3:05:02 PM
Attachments: [image001.png](#)



Kathryn Wallace
Administrative Clerk

District of Ucluelet
P.O. Box 999, Ucluelet, B.C.
Phone: 250-726-7744

From: Ian Bushfield <exdir@bchumanist.ca>
Sent: Thursday, October 26, 2023 1:39 PM
To: Ian Bushfield <info@bchumanist.ca>
Subject: Inclusive Remembrance Day ceremonies

[External]

To whom it may concern:

I am writing to you on behalf of the BC Humanist Association to confirm that any upcoming Remembrance Day ceremonies planned by your community will be secular and inclusive.

The duty of local governments to be religiously neutral was clearly established by the Supreme Court of Canada in its 2015 decision *Mouvement laïque québécois v. Saguenay (City)*, 2015 SCC 16. It is important to ensure that all members of our community feel welcome and included in these events, regardless of their religious beliefs, or lack thereof.

We would like to further draw your attention to the recently updated [Chaplain General Direction on Chaplain's Spiritual Reflection in Public Settings](#). This directive emphasizes the importance of respecting the diversity of beliefs within the Canadian Armed Forces and adopting a sensitive and inclusive approach when military chaplains provide spiritual reflections at public ceremonies. Notably, [a recent survey as part of an internal CAF review](#) found that 39% of CAF members have no religious affiliation.

While Remembrance ceremonies are not always formal CAF events, we believe that this directive can guide other public events, particularly those with obvious connections to the military. We urge you to ensure that your ceremonies, including the statements delivered by any invited religious representatives, are inclusive of all members of your community. For example, as an alternative to a traditional prayer, consider offering a moment of silence or reflection that respects the diversity of beliefs among veterans and within your community.

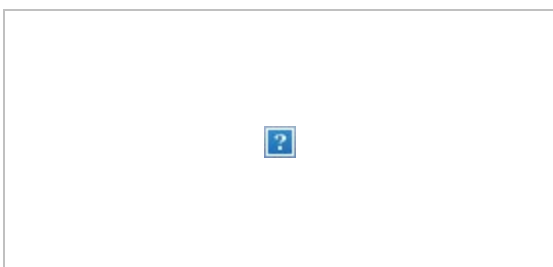
We understand that not all communities host a Remembrance Day ceremony themselves. Others

coordinate with the local Legion in the planning. We do still encourage your government, as local leaders, to promote these values of inclusion and secularism in those ceremonies in your community, even if simply by forwarding our request to local organizers.

We appreciate your attention to this matter.

Sincerely

Ian Bushfield
Executive Director
Cell: 778.680.5729
[Pronouns:](#) He/him



British Columbia Humanist Association

www.bchumanist.ca | facebook.com/bchumanist | [@bchumanist](https://twitter.com/bchumanist)

422 Richards St, Suite 170, Vancouver, BC V6B 2Z4

I acknowledge that I live and work on the traditional, ancestral and unceded territory of the kʷikʷəłəm (Kwkwetlem First Nation). I thank the kʷikʷəłəm who continue to live on these lands and care for them, along with the waters and all that is above and below.

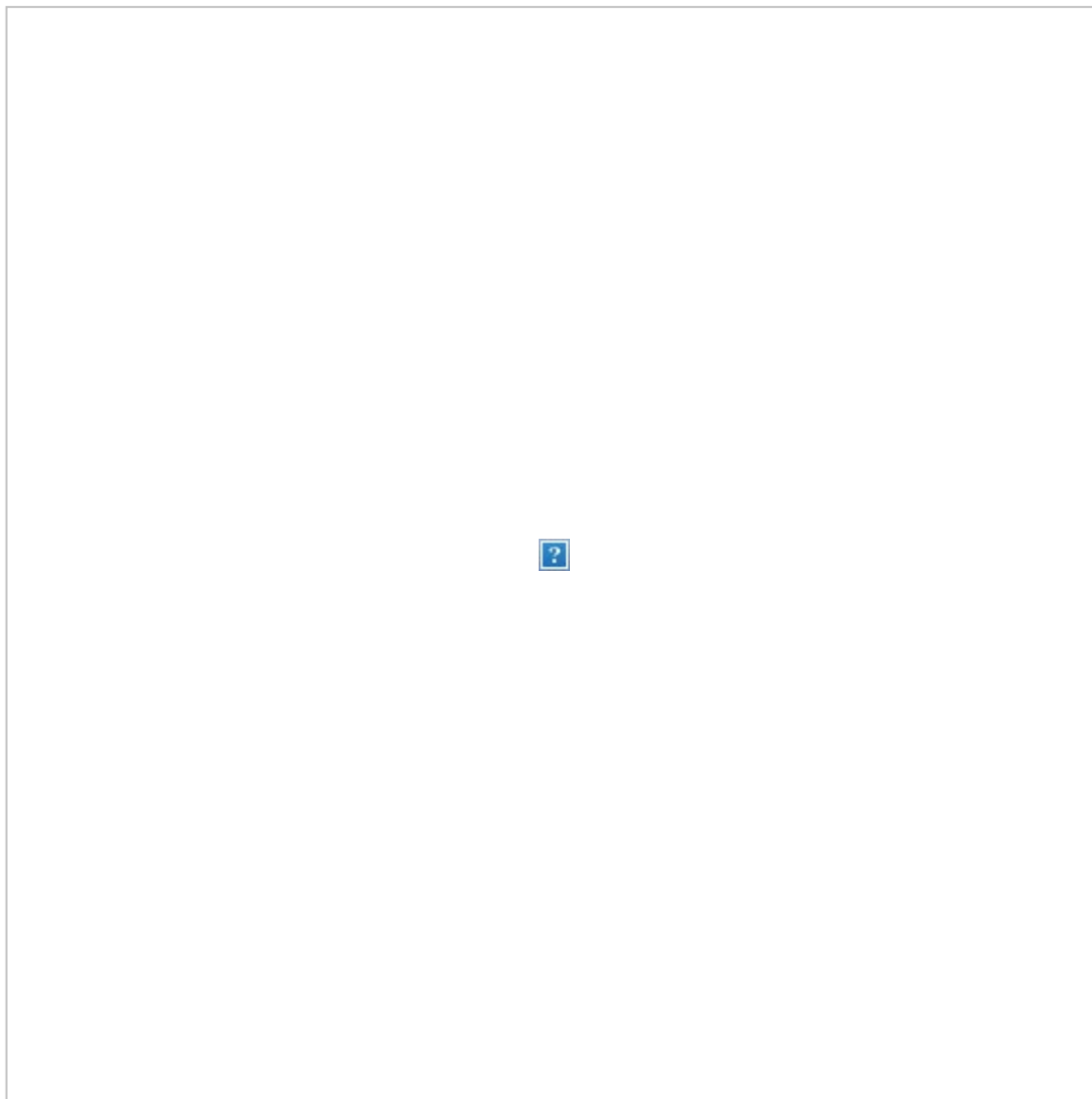
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From: [Prime Minister's Awards / Prix du premier ministre \(IC\)](#)
To: [Info Ucluelet](#)
Subject: Nominate an educator today! / Nommez un éducateur ou une éducatrice dès aujourd'hui.
Date: October 19, 2023 8:05:15 AM

[External]

[View this email in your browser](#)

Le français suit l'anglais.



Consider nominating an educator for a 2024 Prime Minister's Award! Download your nomination package and poster today by clicking on the image above or visiting our [website](#).

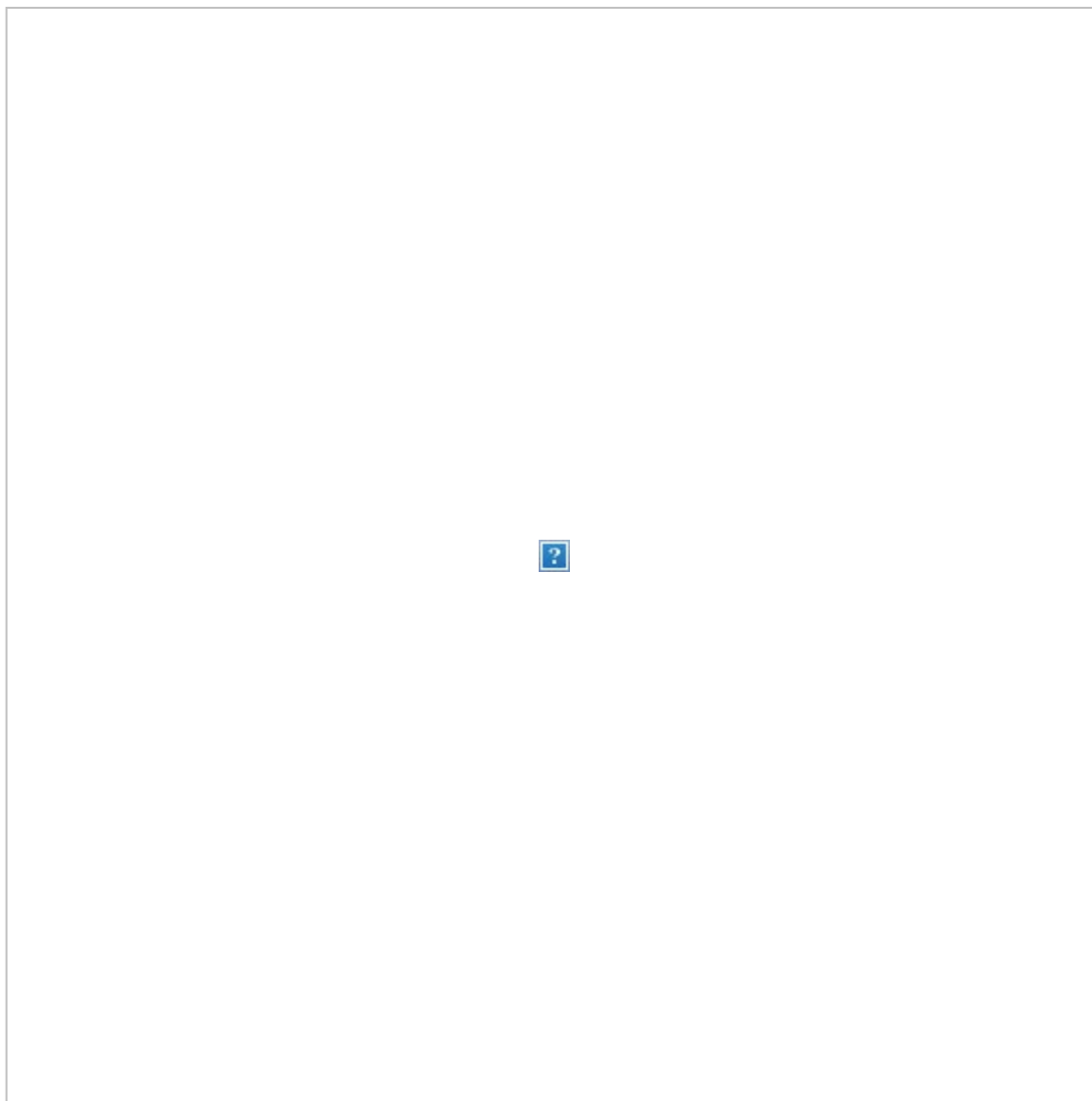
Help us celebrate those who go above and beyond to create safe spaces for

their students, continue to work hard to make learning fun and inspire the next generation to be bold innovators and creators.

Prime Minister's Awards recipients for Teaching Excellence, Teaching Excellence in STEM and Excellence in Early Childhood Education can receive:

- A certificate from the Prime Minister
- National recognition and promotion of their best teaching practices

Looking for inspiration? [Check out some previous teaching and early childhood education award recipients.](#)



Vous pourriez présenter sa candidature pour l'édition 2024 des Prix du premier

ministre! Téléchargez dès aujourd'hui le dossier de mise en candidature et une affiche en cliquant sur l'image ci-dessus ou en visitant notre [site Web](#).

Aidez-nous à célébrer les enseignants et les éducateurs qui vont au-delà de leurs fonctions pour créer des espaces sécuritaires pour leurs étudiants, continuer de travailler avec acharnement pour rendre l'apprentissage amusant et inspirer la prochaine génération à créer et à innover audacieusement.

Les lauréats d'un Prix du premier ministre peuvent recevoir :

- * Un certificat du premier ministre
- * Une reconnaissance à l'échelle nationale, en faisant notamment connaître leurs pratiques exemplaires en enseignement

Vous avez besoin d'inspiration? [Découvrez d'anciens lauréats reconnus pour leur excellence en enseignement et en éducation de la petite enfance](#).

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Canada
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[Vous pouvez désabonner de la liste de distribution.](#)

From: [AVICC Info](#)
To: [Theresa Dennison](#)
Subject: Re: 2024 AVICC AGM & Convention- 1st Call for Resolutions and Convention Information
Date: October 23, 2023 10:02:32 AM
Attachments: [image001.png](#)
[1. 2024 AVICC Call for Resolutions FINAL\[1\].pdf](#)
[2. 2024 Call for Nominations and Nomination Form FINAL\[1\].pdf](#)
[3. AVICC-Session-Submission-Form-2024\[1\].docx](#)
[4. 2024 AVICC Student Participation Application fillable\[1\].pdf](#)
[5. AVICC Photo PowerPoint Template.pptx](#)

[External]

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

Hello AVICC Members,

The Association of Vancouver Island & Coastal Communities (AVICC) is currently planning the [2024 AVICC AGM & Convention](#), taking place April 12-14, 2023 at the Victoria Conference Centre in the heart of downtown Victoria, marking our 75th AGM! The AVICC would like to thank the City of Victoria, and neighbouring communities in the Greater Victoria Area for hosting this year's event, and for their contributions to the success of our annual meeting. We would also like to thank the [Songhees Nation](#) and the [Esquimalt Nation](#) for welcoming our members to their territories for the upcoming convention, and we look forward to their involvement throughout.

When planning your stay, please remember that pre-convention workshops and tours will be offered for those interested on the morning of Friday, April 12th, usually starting at 8:30am. The official convention opening is at 2:00pm on Friday, April 12th and finishes at noon on Sunday, April 14th. The AVICC banquet will be held on Saturday night. [Accommodation information](#) has been posted on our website.

To make the content of the annual AVICC Convention more widely available, the AVICC Executive has decided that, for the 2024 Convention, we will record sessions taking place in the plenary space and make them available after the convention. In addition, elections for the 2024/25 AVICC Executive Committee will be open to all members, not just those in attendance at the in-person convention. Registration will be available in early February, and further detailed information about the convention will be communicated to members and posted on our [website](#) as it becomes available.

Please find attached five documents relating to the 2024 AVICC AGM & Convention for your consideration and action:

1. RESOLUTIONS- DEADLINE FEBRUARY 7, 2024

The AVICC Executive is putting out a first call for resolutions to be considered at the 2024 AVICC AGM & Convention. AVICC members may now submit board or council endorsed resolutions following the requirements outlined in the attached Call for Resolutions. The deadline for resolutions is **noon on Thursday February 7th, 2024**. Submitting resolutions well ahead of the deadline is strongly encouraged to allow time to review submissions with the sponsoring local government.

2. NOMINATIONS- DEADLINE FEBRUARY 7, 2024

The AVICC Nominating Committee is now accepting nominations for elected official members to serve on the 2024/25 AVICC Executive Committee. The deadline for nominations is **noon on Thursday February 7, 2024**. A Nomination Form and information about the positions on the AVICC Executive Committee is attached.

3. **SESSION PROPOSALS- DEADLINE DECEMBER 4, 2023**

Is there a topic that you would like to hear about? Do you have a speaker you would like to suggest? Send in your suggestions by completing the attached form and submitting it to info@avicc.ca by **Monday, December 4, 2023**. The AVICC Executive will review all session proposals at our December meeting and confirm the sessions at our January meeting.

4. **STUDENT PARTICIPATION PROGRAM- DEADLINE JANUARY 4, 2024**

It is important for current local leaders to engage with the youth in their communities to encourage higher civic engagement and ultimately, to increase interest in pursuing a career within local government. The AVICC Executive would like to encourage members to invite interested local secondary or post-secondary students to apply to attend the Convention business sessions in 2024. AVICC will waive the registration fee and reimburse 50% of the travel expenses up to a maximum of \$1000 per successful student applicant. The sponsoring member local government will be responsible for working with the student to arrange travel and cover additional expenses. To sponsor a student in your community, please ask them to complete and submit the attached 2024 AVICC AGM & Convention Student Participation Application by **January 4, 2024**.

5. **AVICC MEMBER PHOTOS- DEADLINE MARCH 1, 2024**

In honour of 75 years representing local government on Vancouver Island and in Coastal Communities, the AVICC Executive is asking members to provide photos that may be displayed at the Convention to celebrate the diversity, successes, and beauty of our communities. Please send photos of your communities, your Boards or Councils, past AVICC Conventions, or anything else you are proud of as a local government. As AVICC only has one employee, please **submit your photos using the attached PowerPoint template by March 1, 2024** (unformatted photos will not be accepted.) A sample submission has been included in the first slide, and additional formatted slides can be added through the 'New Slide' function. Please ensure that you have permission from the photographer and any people in the photos to use it in a slide show at the AVICC Convention.

Please feel free to reach out to AVICC Executive Coordinator, Theresa Dennison, at tdennison@avicc.ca if you have any questions or require further information about any of the opportunities relating to planning for AVICC's 75th AGM & Convention.

We look forward to seeing you in Victoria!

Association of Vancouver Island and Coastal Communities

236.237.1202

info@avicc.ca

www.avicc.ca



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

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2024 AGM & CONVENTION

RESOLUTIONS NOTICE REQUEST FOR SUBMISSIONS

The AVICC Executive is calling for resolutions to be considered at the 2024 AGM and Convention that, subject to public health order restrictions, will be held in Victoria at the Victoria Conference Centre as an in-person event from April 12-14, 2024.

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

DEADLINE FOR RESOLUTIONS

AVICC must receive all resolutions by: **4:30 pm, Thursday, February 7, 2024**

IMPORTANT SUBMISSION REQUIREMENTS

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

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

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

AVICC AGM & Convention – 2024 April 12-14

LATE AND OFF THE FLOOR RESOLUTIONS

- a. A resolution submitted after the regular deadline is treated as a "Late Resolution". Late Resolutions must be received by AVICC by noon on **Wednesday, April 10th, 2024**.
- b. Late Resolutions are not included in the Resolutions Package sent out to members before the Convention. They are included in the Report on Late Resolutions that is distributed on-site.
- c. The Resolutions Committee only recommends Late Resolutions for debate if the topic was not known prior to the regular deadline date, or if it is emergency in nature.
- d. Off the Floor Resolutions are considered after all resolutions in the Resolutions Book and all Late Resolutions have been considered. Off the Floor Resolutions must be submitted in writing to the Chair of the Resolutions Session as soon as practicable, and copies must be made available to all delegates no later than 9:00am on Sunday morning. Contact AVICC staff for more information about how to organize an Off the Floor Resolution for consideration.
- e. The full Convention Rules, including detailed information about the process for Late and Off the Floor Resolutions, will be published and distributed to members in advance of the Convention.

AVICC RESOLUTIONS PROCEDURES

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

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

UBCM has observed that submitting resolutions first to an Area Association results in better quality resolutions overall. Local governments may submit Council- or Board-endorsed resolutions directly to UBCM prior to June 15th, 2024. Detailed instructions are available on the UBCM website.

RESOLUTIONS PROCESS

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

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

AVICC & UBCM RESOLUTIONS GUIDELINES

The Construction of a Resolution:

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

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

Preamble:

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

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

Only one sentence per WHEREAS clause.

Enactment Clause:

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

Keep the enactment clause as short as possible, and clearly describe the action being requested. The wording should leave no doubt about the proposed action.

HOW TO DRAFT A RESOLUTION

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

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

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

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

3. Use simple, action-oriented language.

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

4. Check legislative references for accuracy.

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

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

5. Provide factual background information.

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

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

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

6. Construct a brief, descriptive title.

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

TEMPLATE FOR A RESOLUTION

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

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

Therefore be it resolved that AVICC & UBCM << *specify here the action(s) that AVICC & UBCM are being asked to take on, and what government agency the associations should be contacting to solve the problem identified in the whereas clauses* >>.

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

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



2024 AGM & CONVENTION

CALL FOR NOMINATIONS FOR AVICC EXECUTIVE

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

1. POSITIONS OPEN TO NOMINATIONS

The following positions are open for nomination:

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

2. NOMINATION PROCESS AND QUALIFICATIONS FOR OFFICE

Candidates must be an elected official of an AVICC member and must be nominated by two elected officials of an AVICC member. Background information on the key responsibilities and commitments of an AVICC Executive member is provided following the nomination form. The Chair of the 2024 Nominating Committee is Past President Ian Morrison.

3. NEXT STEPS

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

**To be included in the Report on Nominations,
Nominations Must Be Received by 4:30 PM, Thursday, February 7, 2024**

4. AT CONVENTION

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

5. SUBMISSION INFORMATION

All submissions should be forwarded to:

**Past President Ian Morrison, Chair, 2024 Nominating Committee
c/o AVICC
P.O. Box 28058
Victoria, BC V9B 6K8
Phone: (236) 237-1202
email: info@avicc.ca**

NOMINATIONS FOR THE 2024-25 AVICC EXECUTIVE

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

Candidate Name: _____

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

Local Government Represented: _____

AVICC Executive Office Nominated For: _____

MEMBERS NOMINATING THE CANDIDATE:

Printed Name: _____ Printed Name: _____

Position: _____ Position: _____

Muni/RD: _____ Muni/RD: _____

Signature: _____ Signature: _____

CONSENT FORM

I consent to this nomination and attest that I am qualified to be a candidate for the office I have been nominated for pursuant to the AVICC Bylaws and Constitution². I also agree to provide the following information to info@avicc.ca by **4:30 PM, Thursday February 7, 2024**:

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

Printed Name: _____

Current Position: _____

Muni/RD/FN: _____

Signature: _____

Date: _____

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

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

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



BACKGROUND INFORMATION FOR CANDIDATES TO THE AVICC EXECUTIVE

AVICC EXECUTIVE ELECTED POSITIONS

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

PRESIDENT

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

FIRST VICE-PRESIDENT and SECOND VICE-PRESIDENT

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

DIRECTORS AT LARGE (THREE POSITIONS) AND ELECTORAL AREA DIRECTOR

- Participates in discussion, provides and votes on motions.

IMMEDIATE PAST-PRESIDENT (APPOINTED POSITION)

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

EMPLOYEE

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

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

EXECUTIVE MEETINGS

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

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

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

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



AVICC 2024 Convention

April 12-14, 2024

Victoria Conference Centre

CALL FOR SESSION SUBMISSIONS

Thank you for your interest in participating in the 2024 AVICC Convention. It will be held Friday through Sunday, April 12-14, 2024, at the Victoria Conference Centre in downtown Victoria.

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

The deadline for submissions is Monday, **December 4, 2023**.

There are limited spots on the program including 45- to 60-minute plenary presentations, 60 minute concurrent workshops on Saturday afternoon, and two to three hour pre-convention workshops and study tours on Friday morning.

Delegates encourage sessions that involve multi-party perspectives (panels) and that are interactive, rather than “talking head” presentations. Topics should be relevant to our members, focusing on the important issues impacting elected officials and their communities.

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

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

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

Successful applicants must confirm their session description, session title, and final list of presenters with AVICC by January 31st, 2024 for inclusion in the brochure and program.

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

Presenters agree to submit all PowerPoint presentations by March 29th, 2024.

I agree to the above conditions and deadlines:

Signature: _____

Name: _____

Date: _____



2024 AVICC AGM & Convention

Student Participation Program

Deadline January 4, 2024

The [Association of Vancouver Island and Coastal Communities](#) (AVICC) is hosting their 2024 AVICC AGM & Convention in Victoria at the Victoria Conference Centre from April 12-14, 2024. The Convention brings together elected officials and staff from 53 local governments on Vancouver Island and in BC coastal communities, provincial representatives, and other local government partners. Our members gather at our annual convention to network, learn, and discuss the issues and policies that are important to our local communities.

The AVICC Executive would like to encourage members to invite interested local secondary or post-secondary students to apply to attend the Convention business sessions in 2024. AVICC will waive the registration fee and reimburse 50% of the travel expenses up to a maximum of \$1000 per successful student applicant.

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

Planning for the 2024 Convention is currently underway. It will follow the same format as the [2023 AVICC AGM & Convention Program](#) with business sessions taking place as follows:

- Friday, April 12, 2024: 2:00pm-7:30pm (welcome reception included)
- Saturday, April 13, 2024: 7:30am-4:30pm (banquet not included)
- Sunday, April 14, 2024: 7:30am-12:00pm

Light snacks, breakfast on Saturday and Sunday, and lunch on Saturday are included in the complimentary registration. A ticket to the banquet is not included.

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

Please complete and submit the attached application form **via email to info@avicc.ca by noon on January 4, 2024.**

The AVICC Executive will be evaluating and approving applications for participation in the 2024 AVICC AGM & Convention student program at their January Executive meeting, and all applicants will be contacted by the end of January regarding the status of their application.

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



2024 AVICC AGM & Convention

Student Participation Application

Deadline January 4, 2024

Member Organization- Sponsor

Organization _____
 Contact Name _____
 Contact Email _____
 Contact Phone _____

Student Applicant Information

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

Why would you like to attend the 2024 AVICC AGM & Convention?

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

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

Sponsoring AVICC Member

Name: _____

Position: _____

Signature: _____

Date: _____

Student Applicant

Name: _____

Signature: _____

Date: _____

Please submit applications by January 4, 2024 via email to info@avicc.ca

SAMPLE PHOTO SLIDE



This is where you insert a caption or title for your photo. Candara Font, 20pt.

Click “New Slide” to add additional slides.

Insert your organization logo below.



