

December 12, 2024

Incorporation No: BC 1319635

2200, 885 Georgia St West, Vancouver, British Columbia, CA V6C 3E8

**Attn:** Councillors

Duane Lawrence CAO,  
Bruce Greig Director of Community Planning,  
John Towgood Municipal Planner,  
District of Ucluelet

**RE: 221 MINATO ROAD – DEVELOPMENT PERMIT APPLICATION – REVISION B**

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Dear Duane, Bruce and John,

ERIF Economic Restoration Infrastructure Fund Inc is pleased to provide the following supplementary documents for the Development Permit for 221 Minato lodged on September 20, 2024.

The current items presented for review together tomorrow are as follows:

**Draft Documents for Review** supplied Dec 12th:

1. Draft Zoning Amendment By Law No 1367, 2024  
<https://docs.google.com/document/d/11v6MHP5uY4bXl9UK6l0am1YSfujijkF60GSjpP2W9o/edit?usp=sharing>
2. Updated Covenant Restrictions - Redacted current set:  
[https://drive.google.com/file/d/1vv3LWQmokBHDT\\_vSm\\_n88kP5IU\\_gbdhb/view?usp=sharing](https://drive.google.com/file/d/1vv3LWQmokBHDT_vSm_n88kP5IU_gbdhb/view?usp=sharing)
3. Updated Covenant Restrictions - Clean set as proposed:  
[https://drive.google.com/file/d/1f\\_KN2mfXla840CRV9pCqRuN3ESL7p5-V/view?usp=sharing](https://drive.google.com/file/d/1f_KN2mfXla840CRV9pCqRuN3ESL7p5-V/view?usp=sharing)
4. Draft Housing Agreement By Law and Schedules:  
<https://docs.google.com/document/d/16jXnvQGMd4mov2pffmJ4kv1zs-dz8nUk/edit?usp=sharing&oid=116257945114196824088&rtpof=true&sd=true>
5. Terms Sheet for Phased Development Agreement:  
<https://drive.google.com/file/d/15zRcHmsUhkSdhk8nOzE30ZtxF8PulGXi/view?usp=sharing>
6. Draft Phased Development Agreement  
[https://docs.google.com/document/d/1TVdvGtJi8ul2sT3z9zeKkDZb\\_kUOQMBS/edit?usp=sharing&oid=116257945114196824088&rtpof=true&sd=true](https://docs.google.com/document/d/1TVdvGtJi8ul2sT3z9zeKkDZb_kUOQMBS/edit?usp=sharing&oid=116257945114196824088&rtpof=true&sd=true)

To supplement the original application, the following lodgement documents are provided to the DOU as requested:

1. Signed Flood Hazard Assessment and Flood Assurance Statement for 221 Minato by Clayton Hiles, Coastal Engineer, KWL. Supplied Dec 5th:  
<https://drive.google.com/file/d/1wP22dcmwW6Kxdfhu0nFE3c39V9Ui4MOg/view?usp=sharing>
2. Revised Archaeological Preliminary Field Reconnaissance Report for 221 Minato Rd by Yuułu?i?at̓h Government - Ucluelet First Nation (UFN) supplied November 23rd:  
[REDACTED]
3. ERIF Housing Association Directors and Constitution supplied Dec 9th, refer to E in table below for all sets of not-for-profit entity documents:  
[https://drive.google.com/drive/folders/1WQdgei39UB2ap4Poi7f\\_n-iky5MLnhaW?usp=sharing](https://drive.google.com/drive/folders/1WQdgei39UB2ap4Poi7f_n-iky5MLnhaW?usp=sharing)

**Updates to existing lodged reports:**

1. Subdivision Plan by Williamson & Associates supplied Dec 9th: [23054-2 PLA REV 1 DECEMBER 8 2024.pdf - Google Drive](#)
2. Masterplan by Formosis supplied Dec 9th: [221 Minato Ucluelet Architectural Reissued for Rezoning DP 2024-12-11 - Stamped.pdf - Google Drive](#)
3. Updated Overview of Development Slides: [https://www.canva.com/design/DAGZC7N\\_dy4/R4lgBJi2Qj9u97M4GjI8aw/view?utm\\_content=DAGZC7N\\_dy4&utm\\_campaign=designshare&utm\\_medium=link2&utm\\_source=uniquelinks&utlId=h6161a48f94](https://www.canva.com/design/DAGZC7N_dy4/R4lgBJi2Qj9u97M4GjI8aw/view?utm_content=DAGZC7N_dy4&utm_campaign=designshare&utm_medium=link2&utm_source=uniquelinks&utlId=h6161a48f94)

The table below notes in *blue italics* where submitted documents have been updated so they can be easily identified.

**Ongoing Collaborations:** These works are to be continued and updated:

- Confirmation of off-site servicing scope and design in coordination with Civil Engineers and District of Ucluelet, as well as confirmation from the Ministry of Transport.
- Early Works Permit Application following approval of Development Permit and Temporary Use Permit.

We trust this will provide what is required to move forward with the final review of the application. Please reach out if there are any further questions we can assist with.

In partnership,



**Joshua Hunt**

**CEO – ERIF Sustainable Solutions**

**APPENDIX A - Log of Updated Documents – December 12, 2024**

This is the listing and direct links to the updated documents to reflect changes brought about additional engineering design for retaining walls and the flood reports that were requested.

#	Lodged Document	Document Link
	<b>Application</b>	
	<b>Rezoning and Subdivision</b>	
7	<p>Subdivision Lot Layout provided by Formosis</p> <ul style="list-style-type: none"> <li>a) Application Drawings</li> <li>b) Site context</li> <li>c) Topographical and geographical features</li> <li>d) Property lines, setbacks, proposed buildings and structures</li> <li>e) Grading and rainwater plans</li> </ul>	<p>SUPERSEDED Formosis subdivision lodged September 2024:  <a href="https://drive.google.com/file/d/1XxXe7BfdcNPSp3LC0Yy-MTeEtQYw-0Dq/view?usp=sharing">https://drive.google.com/file/d/1XxXe7BfdcNPSp3LC0Yy-MTeEtQYw-0Dq/view?usp=sharing</a></p> <p>SUPERSEDED Formosis subdivision lodged October 2024:  <a href="https://drive.google.com/file/d/111xBx_FBMP-z373xTL7SZp7YUYa_EtHn/view?usp=sharing">https://drive.google.com/file/d/111xBx_FBMP-z373xTL7SZp7YUYa_EtHn/view?usp=sharing</a>  <i>The subdivision lot lines are unchanged, but the northernmost road of Lot 3 has been repositioned, two homes added to the north and one home removed from the south of Lot 3.</i></p> <p><b>UPDATED Formosis subdivision lodged December 2024:</b>  <a href="https://drive.google.com/file/d/1AvDh6SykwYVoRbZW8hYQhcS7IO9TvxG5/view?usp=sharing">https://drive.google.com/file/d/1AvDh6SykwYVoRbZW8hYQhcS7IO9TvxG5/view?usp=sharing</a>  <i>The masterplan building positions have had minor adjustments due to setbacks and engineering of the retaining walls.</i></p>
	<b>Development Permit</b>	
8	<p>Draft Subdivision Plan provided by Williamson &amp; Associates Professional Surveyors</p>	<p><b>UPDATED SUBDIVISION PLAN Dec 10th as PDF:</b>  <a href="https://drive.google.com/file/d/1fKM438Y-byp0XzTKWxop7RnCrS1bxbzn2/view?usp=sharing">https://drive.google.com/file/d/1fKM438Y-byp0XzTKWxop7RnCrS1bxbzn2/view?usp=sharing</a>  <i>The subdivision lot lines have had minor adjustments due to continued engineering on the retaining walls</i></p> <p><b>and as .DWG:</b>  <a href="https://drive.google.com/file/d/1BEkdFhHsxi4NccLgXcilOGJc4OPhfcyq/view?usp=sharing">https://drive.google.com/file/d/1BEkdFhHsxi4NccLgXcilOGJc4OPhfcyq/view?usp=sharing</a></p>
9	<p>Overview of Application</p>	<p>SUPERSEDED Overview of Application lodged September 2024:  <a href="https://www.canva.com/design/DAGO4rcs5fs/hZRtm0s7iluBjicN28-ICO/view?utm_content=DAGO4rcs5fs&amp;utm_campaign=designshare&amp;utm_medium=link&amp;utm_source=editor">https://www.canva.com/design/DAGO4rcs5fs/hZRtm0s7iluBjicN28-ICO/view?utm_content=DAGO4rcs5fs&amp;utm_campaign=designshare&amp;utm_medium=link&amp;utm_source=editor</a></p> <p>SUPERSEDED Overview of Application lodged October 2024:  <a href="https://www.canva.com/design/DAGUhlh4VCl/ZZ_JJzAcdrJlz11C0c9hUg/view?utm_content=DAGUhlh4VCl&amp;utm_campaign=designshare&amp;utm_medium=link&amp;utm_source=editor">https://www.canva.com/design/DAGUhlh4VCl/ZZ_JJzAcdrJlz11C0c9hUg/view?utm_content=DAGUhlh4VCl&amp;utm_campaign=designshare&amp;utm_medium=link&amp;utm_source=editor</a>  <i>Updated pages: p1, p5 Project Data Table, p7 Image, p8, p10 to reference 11 waterfront homes on Lot 3. Updated p9 with precise terminology for strata title types.</i></p> <p><b>UPDATED Overview of Application lodged December 2024:</b>  <a href="https://www.canva.com/design/DAGZC7N_dy4/R4lgBji2Qj9u97M4GjI8aw/view?utm_content=DAGZC7N_dy4&amp;utm_campaign=designshare&amp;utm_medium=link&amp;utm_source=uniquelinks&amp;utlId=h6161a48f94">https://www.canva.com/design/DAGZC7N_dy4/R4lgBji2Qj9u97M4GjI8aw/view?utm_content=DAGZC7N_dy4&amp;utm_campaign=designshare&amp;utm_medium=link&amp;utm_source=uniquelinks&amp;utlId=h6161a48f94</a>  <i>Updated pages: images reflecting Masterplan p9, 10, 11, 13, 14 J</i></p>
10	<p>Masterplan provided by Formosis including Zoning Analysis</p>	<p>SUPERSEDED Masterplan lodged September 2024:  <a href="https://drive.google.com/file/d/1XxXe7BfdcNPSp3LC0Yy-MTeEtQYw-0Dq/view?usp=sharing">https://drive.google.com/file/d/1XxXe7BfdcNPSp3LC0Yy-MTeEtQYw-0Dq/view?usp=sharing</a></p>

		<p>SUPERSEDED Masterplan lodged October 2024:  <a href="https://drive.google.com/file/d/111xBx_FBMP-z373xTL7SZp7YUYa_EtHn/view?usp=sharing">https://drive.google.com/file/d/111xBx_FBMP-z373xTL7SZp7YUYa_EtHn/view?usp=sharing</a>  <i>Updated A001, A201, A202, A203 to show 11 waterfront homes on Lot 3.</i></p> <p><b>UPDATED Formosis Masterplan lodged December 2024:</b>  <a href="https://drive.google.com/file/d/1AvDh6SykwYVoRbzW8hYQhcS7IO9TvxG5/view?usp=sharing">https://drive.google.com/file/d/1AvDh6SykwYVoRbzW8hYQhcS7IO9TvxG5/view?usp=sharing</a>  <i>The Building positions were amended to accommodate additional setback from the property line and retaining wall engineering design following flood level confirmation. Additional emergency egress routes Lot 3 noted.</i></p>
	<b>Supporting Consultant Reports</b>	
25	Flood Hazard Report and Flood Assurance Statement by KWL (2024)	<p>Flood Hazard and Flood Assurance Statement November 2024:  <a href="https://drive.google.com/file/d/1wP22dcmwW6Kxdfhu0nFE3c39V9Ui4MOg/view?usp=sharing">https://drive.google.com/file/d/1wP22dcmwW6Kxdfhu0nFE3c39V9Ui4MOg/view?usp=sharing</a> <i>Updated to provide Flood Hazard Assessment, Flood Assurance Statement for Lots 1,2,3,4,5.</i></p>
	<b>Draft Proposals for Review</b>	
A.	Draft Zoning Bylaw Revisions	<p>SUPERSEDED Draft ByLaw Revisions lodged September 2024:  <a href="https://docs.google.com/document/d/1FSbn8FNnsy3qjSzUh1mavNRlulw6pfw/edit?usp=sharing&amp;oid=116257945114196824088&amp;rtppof=true&amp;sd=true">https://docs.google.com/document/d/1FSbn8FNnsy3qjSzUh1mavNRlulw6pfw/edit?usp=sharing&amp;oid=116257945114196824088&amp;rtppof=true&amp;sd=true</a></p> <p>SUPERSEDED Draft ByLaw Revisions lodged October 2024:  <a href="https://docs.google.com/document/d/1MDtgiGVJuMb7iFi4WW6Dm6-iyKWgLxb5/edit?usp=sharing&amp;oid=116257945114196824088&amp;rtppof=true&amp;sd=true">https://docs.google.com/document/d/1MDtgiGVJuMb7iFi4WW6Dm6-iyKWgLxb5/edit?usp=sharing&amp;oid=116257945114196824088&amp;rtppof=true&amp;sd=true</a>  <i>Updated as follows: p2 image, p3 Table 6.3.1 for 11 waterfront homes, p3 table CD6.4 shows Lot 3 coverage with extra home, p3 CD6.6 shows additional height for waterfront homes for FCL, p4 CD6.7 move road so update setback Lot 3 homes.</i></p> <p><b>UPDATED Draft ByLaw Revisions lodged December 2024:</b>  <a href="https://docs.google.com/document/d/11y6MHP5uY4bXl9UK6l0am1YsfuiijkF60GSjpP2W9o/edit?usp=sharing">https://docs.google.com/document/d/11y6MHP5uY4bXl9UK6l0am1YsfuiijkF60GSjpP2W9o/edit?usp=sharing</a>  <i>Amend building heights Lots 1/2/5 for engineering adjustments and foundation plan, lot setbacks to accommodate retaining wall position, updated to follow format proposed by DoU in Agenda Dec 10th.</i></p>
B.	Draft Covenant Restrictions Revisions	<p>SUPERSEDED Draft Covenant Restrictions lodged September 2024:  <a href="https://drive.google.com/file/d/196Z9trECIEt9WnyBcKZuQgTD4qnn8dmt/view?usp=sharing">https://drive.google.com/file/d/196Z9trECIEt9WnyBcKZuQgTD4qnn8dmt/view?usp=sharing</a></p> <p>SUPERSEDED Draft Covenant Restrictions lodged October 2024:  <a href="https://drive.google.com/file/d/1YrM8Cxcoa1BdRqj_AOPr3BUPpUZOGUxy/vie w?usp=sharing">https://drive.google.com/file/d/1YrM8Cxcoa1BdRqj_AOPr3BUPpUZOGUxy/vie w?usp=sharing</a>  <i>Page 12 Appendix 1 updated with image of October 24 v2 Masterplan</i></p> <p><b>UPDATED SET A with Redactions December 2024:</b>  <a href="https://drive.google.com/file/d/1vv3LWQmokBHDT_ySm_n88kP5IU_gbdhb/view?usp=sharing">https://drive.google.com/file/d/1vv3LWQmokBHDT_ySm_n88kP5IU_gbdhb/view?usp=sharing</a>  <i>Updated notes: Reflect Council's Motions Dec 10th, 2024 to amend Covenant Restrictions.</i></p> <p><b>UPDATED SET B proposed final Covenant Restrictions December 2024</b>  <a href="https://drive.google.com/file/d/1f_KN2mfXla840CRV9pCqRuN3ESL7p5-V/view?usp=sharing">https://drive.google.com/file/d/1f_KN2mfXla840CRV9pCqRuN3ESL7p5-V/view?usp=sharing</a></p>
D.	Phased Development Terms Sheet & Draft Phased	<p>SUPERSEDED Draft Phased Development Agreement lodged September 2024:  <a href="https://docs.google.com/document/d/1L25VN9kXSXqjSEF-qNXro">https://docs.google.com/document/d/1L25VN9kXSXqjSEF-qNXro</a></p>

	Development Agreement – refer to Appendix D	<p><a href="https://drive.google.com/file/d/1F6KqGjTf6wa5FhHMK18QL1gTOKHnzJ/edit?usp=sharing&amp;oid=116257945114196824088&amp;rtpof=true&amp;sd=true">ewtg_xWzuUS/edit?usp=sharing&amp;oid=116257945114196824088&amp;rtpof=true&amp;sd=true</a></p> <p>Superseded Phased Development Agreement lodged October 2024:  <a href="https://docs.google.com/document/d/1F6KqGjTf6wa5FhHMK18QL1gTOKHnzJ/edit?usp=sharing&amp;oid=116257945114196824088&amp;rtpof=true&amp;sd=true">https://docs.google.com/document/d/1F6KqGjTf6wa5FhHMK18QL1gTOKHnzJ/edit?usp=sharing&amp;oid=116257945114196824088&amp;rtpof=true&amp;sd=true</a> Page 18 Schedule B Masterplan updated with image of October 24 v2 Masterplan. Page 19 Phasing Plan updated with v2 image.</p> <p><b>UPDATED Phased Development Agreement lodged December 2024:</b>  <a href="https://docs.google.com/document/d/1TVdvGtJi8uI2sT3z9zeKkDZb_kUQQMBS/edit?usp=sharing&amp;oid=116257945114196824088&amp;rtpof=true&amp;sd=true">https://docs.google.com/document/d/1TVdvGtJi8uI2sT3z9zeKkDZb_kUQQMBS/edit?usp=sharing&amp;oid=116257945114196824088&amp;rtpof=true&amp;sd=true</a>  Page 18 Schedule B Masterplan updated with image of December '24 v3. Page 19 Phasing Plan updated with v2 image.</p> <p><b>NEW Terms Sheet - Phased Development Agreement lodged December 2024:</b>  <a href="https://drive.google.com/file/d/15zRcHmsUhkSdhk8nOzE30ZtxF8PuIGXi/view?usp=sharing">https://drive.google.com/file/d/15zRcHmsUhkSdhk8nOzE30ZtxF8PuIGXi/view?usp=sharing</a></p>
E.	Not-for-profit ERIF Housing Association Documentation	<p>Documents supplied Dec 7th 2024:</p> <p>ByLaws  <a href="https://drive.google.com/file/d/1DaYK4QJXyqk_PnwJknunn5u1geXANQ4/view?usp=sharing">https://drive.google.com/file/d/1DaYK4QJXyqk_PnwJknunn5u1geXANQ4/view?usp=sharing</a></p> <p>Constitution  <a href="https://drive.google.com/file/d/1CluPkCBTGBh-0feub-aTVCjS_AxQ4ATI/view?usp=sharing">https://drive.google.com/file/d/1CluPkCBTGBh-0feub-aTVCjS_AxQ4ATI/view?usp=sharing</a></p> <p>Directors  <a href="https://drive.google.com/file/d/1O-atF8VXHvgvSyhcKNI9g9d3C0pFIKrV/view?usp=sharing">https://drive.google.com/file/d/1O-atF8VXHvgvSyhcKNI9g9d3C0pFIKrV/view?usp=sharing</a></p> <p>Housing Agreement  <a href="https://docs.google.com/document/d/16jXnvQGMd4mov2pffmJ4kv1zs-dz8nUk/edit?usp=sharing&amp;oid=116257945114196824088&amp;rtpof=true&amp;sd=true">https://docs.google.com/document/d/16jXnvQGMd4mov2pffmJ4kv1zs-dz8nUk/edit?usp=sharing&amp;oid=116257945114196824088&amp;rtpof=true&amp;sd=true</a></p>
F.	Draft Housing Agreement By Law and Schedules	<p><b>NEW - Draft Housing Agreement By Law and Schedules submitted December 12th 2024:</b>  <a href="https://docs.google.com/document/d/16jXnvQGMd4mov2pffmJ4kv1zs-dz8nUk/edit?usp=sharing&amp;oid=116257945114196824088&amp;rtpof=true&amp;sd=true">https://docs.google.com/document/d/16jXnvQGMd4mov2pffmJ4kv1zs-dz8nUk/edit?usp=sharing&amp;oid=116257945114196824088&amp;rtpof=true&amp;sd=true</a></p>

This is the listing and direct links to all documents outlined in the Development Application Checklist and Covenant Restrictions, noting the new links updated on December 12:

#	Lodged Document	Document Link
<b>Application</b>		
1	Application Form	<a href="https://drive.google.com/file/d/1vUqBnnZlk9T7IKUDEbkSTFBuzLGQRXO9/view?usp=drive_link">https://drive.google.com/file/d/1vUqBnnZlk9T7IKUDEbkSTFBuzLGQRXO9/view?usp=drive_link</a>
2	DOU's Development Permit Application Checklist	<a href="https://drive.google.com/file/d/1t9luV59fluXCRDZYG0L6FZO2L_wlrzH2/view?usp=sharing">https://drive.google.com/file/d/1t9luV59fluXCRDZYG0L6FZO2L_wlrzH2/view?usp=sharing</a>
3	Title Search & State of Title Certificate	Title Search: <a href="https://drive.google.com/file/d/161dYjciTeTela3HbKpwQ1fla7C3Kzvj/vjew?usp=sharing">https://drive.google.com/file/d/161dYjciTeTela3HbKpwQ1fla7C3Kzvj/vjew?usp=sharing</a> State of Title: <a href="https://drive.google.com/file/d/161dYjciTeTela3HbKpwQ1fla7C3Kzvj/vjew?usp=sharing">https://drive.google.com/file/d/161dYjciTeTela3HbKpwQ1fla7C3Kzvj/vjew?usp=sharing</a>
4	Site Disclosure Statement	<a href="https://drive.google.com/file/d/1cDqHcxmbzPI4nUuWI59CYGt9trHNTfa5/view?usp=drive_link">https://drive.google.com/file/d/1cDqHcxmbzPI4nUuWI59CYGt9trHNTfa5/view?usp=drive_link</a>
5	Written Statement of Intent	<a href="https://drive.google.com/file/d/1t1AwmsL98EtK-8gihF5U2e7RE16EwxM/view?usp=sharing">https://drive.google.com/file/d/1t1AwmsL98EtK-8gihF5U2e7RE16EwxM/view?usp=sharing</a>
<b>Rezoning and Subdivision</b>		
6	Municipality Policies List and Links	<a href="https://docs.google.com/document/d/1HbGalTgZwUJgGnLEzlp3i7kQ1G Duj6/edit?usp=sharing&amp;oid=116257945114196824088&amp;rtpof=true&amp;sd=true">https://docs.google.com/document/d/1HbGalTgZwUJgGnLEzlp3i7kQ1G Duj6/edit?usp=sharing&amp;oid=116257945114196824088&amp;rtpof=true&amp;sd=true</a>
7	Subdivision Lot Layout provided by Formosis f) Application Drawings g) Site context h) Topographical and geographical features i) Property lines, setbacks, proposed buildings and structures j) Grading and rainwater plans	a - d. Formosis 'Link Updated December 12th': <a href="https://drive.google.com/file/d/1AvDh6SykwYVoRbzW8hYQhcS7IO9TvxG5/view?usp=sharing">https://drive.google.com/file/d/1AvDh6SykwYVoRbzW8hYQhcS7IO9TvxG5/view?usp=sharing</a> e. Herold Engineering: <a href="https://drive.google.com/file/d/13JZlm9w2sKTcf4csR5ke-Bdf_7eAFbSU/view?usp=sharing">https://drive.google.com/file/d/13JZlm9w2sKTcf4csR5ke-Bdf_7eAFbSU/view?usp=sharing</a>
8	Draft Subdivision Plan provided by Williamson & Associates Professional Surveyors	PDF: <a href="https://drive.google.com/file/d/1fKM438Y-byp0XzTKWxop7RnCrS1bxzn2/view?usp=sharing">https://drive.google.com/file/d/1fKM438Y-byp0XzTKWxop7RnCrS1bxzn2/view?usp=sharing</a>  .DWG: <a href="https://drive.google.com/file/d/1BEkdFhHsxi4NccLgXcilOGJc4OPhfcyq/view?usp=sharing">https://drive.google.com/file/d/1BEkdFhHsxi4NccLgXcilOGJc4OPhfcyq/view?usp=sharing</a>
<b>Development Permit</b>		
9	Overview of Application	<a href="https://www.canva.com/design/DAGZC7N_dy4/R4lgBJi2Qj9u97M4GjI8aw/view?utm_content=DAGZC7N_dy4&amp;utm_campaign=designshare&amp;utm_medium=link2&amp;utm_source=uniquelinks&amp;utlId=h6161a48f94">https://www.canva.com/design/DAGZC7N_dy4/R4lgBJi2Qj9u97M4GjI8aw/view?utm_content=DAGZC7N_dy4&amp;utm_campaign=designshare&amp;utm_medium=link2&amp;utm_source=uniquelinks&amp;utlId=h6161a48f94</a> – Link Updated Dec 12



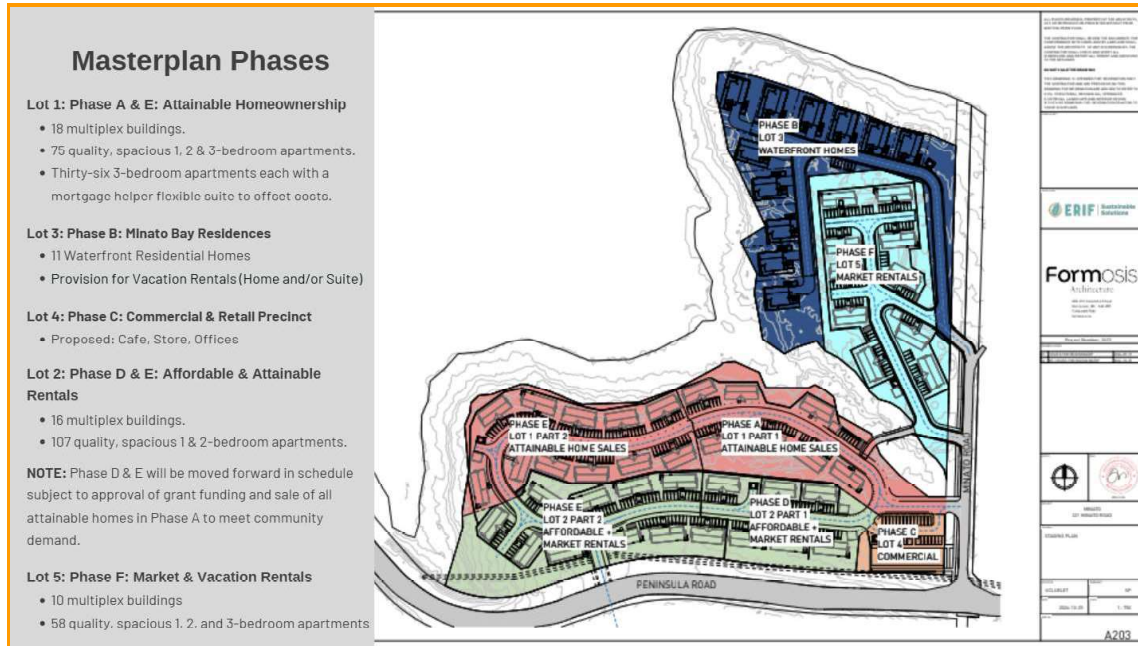
25	Flood Hazard Report and Assurance by KWL (2024)	KWL Flood Hazard Assessment, Lot 3 Risk Assessment, Flood Assurance Statement across all lots: <a href="https://drive.google.com/file/d/1wP22dcmwW6Kxdfhu0nFE3c39V9Ui4MOg/view?usp=sharing">https://drive.google.com/file/d/1wP22dcmwW6Kxdfhu0nFE3c39V9Ui4MOg/view?usp=sharing</a>
26	Contamination Screening Report by Thurber (2023)	<a href="https://drive.google.com/file/d/15xVxNZ2fOsMVtTg_W-UQHXRScKRP7Lt/view?usp=sharing">https://drive.google.com/file/d/15xVxNZ2fOsMVtTg_W-UQHXRScKRP7Lt/view?usp=sharing</a>
<b>Draft Proposals for Review</b>		
A.	Draft Zoning Bylaw Revisions	<b>UPDATED Draft Zoning By Law Dec 12th</b> <a href="https://docs.google.com/document/d/11y6MHpP5uY4bXl9UK6l0am1YsfujijkF60GSjpP2W9o/edit?usp=sharing">https://docs.google.com/document/d/11y6MHpP5uY4bXl9UK6l0am1YsfujijkF60GSjpP2W9o/edit?usp=sharing</a> – Link Updated December 12
B.	Draft Covenant Restrictions	Draft Proposal for Review Satisfaction of Existing Covenant Restrictions: <a href="https://docs.google.com/document/d/1-6VDI-UTlqCNTDSVtkE96pyVwDtyy5rS/edit?usp=sharing&amp;oid=116257945114196824088&amp;rtpof=true&amp;sd=true">https://docs.google.com/document/d/1-6VDI-UTlqCNTDSVtkE96pyVwDtyy5rS/edit?usp=sharing&amp;oid=116257945114196824088&amp;rtpof=true&amp;sd=true</a>  <b>UPDATED SET A with Redactions</b> Draft Covenant Restriction lodged December 2024: <a href="https://drive.google.com/file/d/1MgU3osKAjwlwfeBAEaelQoR4jdBHB31i/view?usp=sharing">https://drive.google.com/file/d/1MgU3osKAjwlwfeBAEaelQoR4jdBHB31i/view?usp=sharing</a> <i>Updated notes: On Dec 10th, 2024 the following Motions resulted in amendment to Covenant Restrictions yet to be updated on land title.</i>  <b>SET B proposed final Covenant Restrictions</b> lodged December 2024: <a href="https://drive.google.com/file/d/1cBUWhAkTZ_1n3sJKN6KiQBfILvWZUhx/view?usp=sharing">https://drive.google.com/file/d/1cBUWhAkTZ_1n3sJKN6KiQBfILvWZUhx/view?usp=sharing</a>
C.	Draft Subdivision Plan noting Easements and Covenants- <i>Appendix C</i>	<b>Subdivison Plan updated Dec 9th</b> <a href="https://drive.google.com/file/d/1fKM438Y-byp0XzTKWxop7RnCrS1bxzn2/view?usp=sharing">https://drive.google.com/file/d/1fKM438Y-byp0XzTKWxop7RnCrS1bxzn2/view?usp=sharing</a>
D.	Draft Phased Development Plan & Phased Development Agreement	<b>UPDATED Phased Development Plan Dec 12th</b> <a href="https://docs.google.com/document/d/1TVdvGtJi8uI2sT3z9zeKkDZb_kUQQMBS/edit?usp=sharing&amp;oid=116257945114196824088&amp;rtpof=true&amp;sd=true">https://docs.google.com/document/d/1TVdvGtJi8uI2sT3z9zeKkDZb_kUQQMBS/edit?usp=sharing&amp;oid=116257945114196824088&amp;rtpof=true&amp;sd=true</a> – Link Updated December 2024
E	Draft Housing Agreement	<b>NEW Draft Housing Agreement Dec 12th</b> <a href="https://docs.google.com/document/d/16jXnvQGMd4mov2pffmJ4kv1zS-dz8nUk/edit?usp=sharing&amp;oid=116257945114196824088&amp;rtpof=true&amp;sd=true">https://docs.google.com/document/d/16jXnvQGMd4mov2pffmJ4kv1zS-dz8nUk/edit?usp=sharing&amp;oid=116257945114196824088&amp;rtpof=true&amp;sd=true</a>



**UPDATED APPENDIX C – Proposed Environmental Development Permit - Draft Subdivision Plan noting Easements and Covenants**

**Proposed Subdivision**

Being submitted concurrently with the zoning amendment is an application to subdivide the remaining 16.57 acres, following the 8.85 acres park dedication, into five lots. The southern portion of the site will focus on attainable home ownership (Lot 1), and affordable rentals (Lot 2) with a commercial space to the corner of Minato and Peninsula Roads (Lot 4). The northern portion of the is intersected by the central stream which has been provided to the District of Ucluelet as Parkland Dedication. This portion will accommodate eleven waterfront homes (Lot 3) and multiplex units which will be strata titled and sold, or where possible held for market rental.



**Legal Title**

**LOT 1: PHASED BUILDING STRATA (Attainable Homes)**

This lot will have zero lot setback and will have 'construction stages' of Stage 1 (29 apartments/7 builds) then Stage 2 (11 buildings). The associated section of the private road will be constructed in conjunction with each Stage and each has its own emergency vehicle access provisions. The lot will also have 'Strata Phases' in 18 phases as each building will be a phase, and when each multiplex completes, it will be surveyed and can be sold as attainable house and be occupied.

**LOT 2: FEE SIMPLE TITLE (Affordable and Attainable Rentals)**

This does not require a municipal road as it has a frontage to Peninsula Rd. No need for this to be Bare Lot Strata as all rentals being held in one title/portion of land by one owner as affordable rentals.

### LOT 3 FEE SIMPLE TITLE ACCESSED BY COMMON LOT (or Bare Land Strata) Waterfront Homes

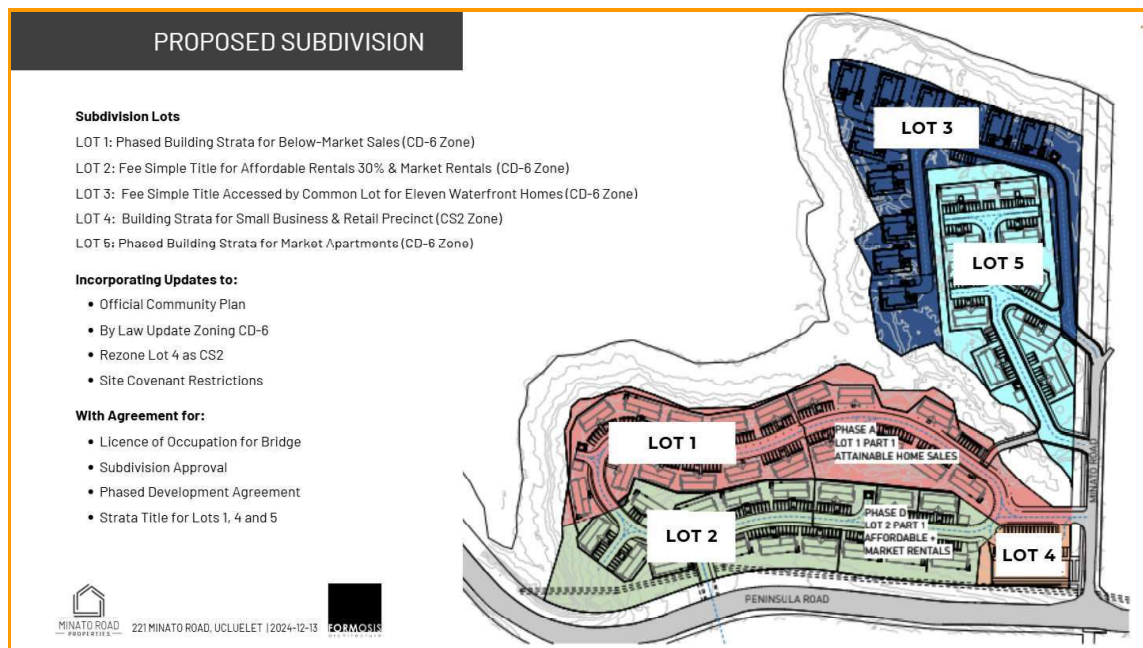
This lot proposed to use Fee Simple Subdivision for 11 waterfront homes with 'access by common lot' (private entry road) under a Home Association. This model is more common in the interior and is under s312 of the Land Title Regulation and permits access via shared interest in common lot (private road entry). An alternative title if this is not supported can be Bare Land Strata.

### LOT 4: BUILDING STRATA (Commercial)

CS2 zoned commercial build with office space above and retail below, in four strata titled sections.

### LOT 5: PHASED BUILDING STRATA (Market Multiplex)

This will have 'Strata Phases' in 10 phases as each building will be a phase, and when each multiplex completes construction it will be surveyed and can be occupied, and sold if not retained for rental.



### Easements

Positive Easements (right to do act on another's land) and Negative Easements (impose restriction on owner) will be granted as Restrictive Covenants on title after settlement. The easement always accommodates the dominant tenement e.g. a servient owner grants the dominant owners a right of way over the servient owner's property,

Positive covenants:

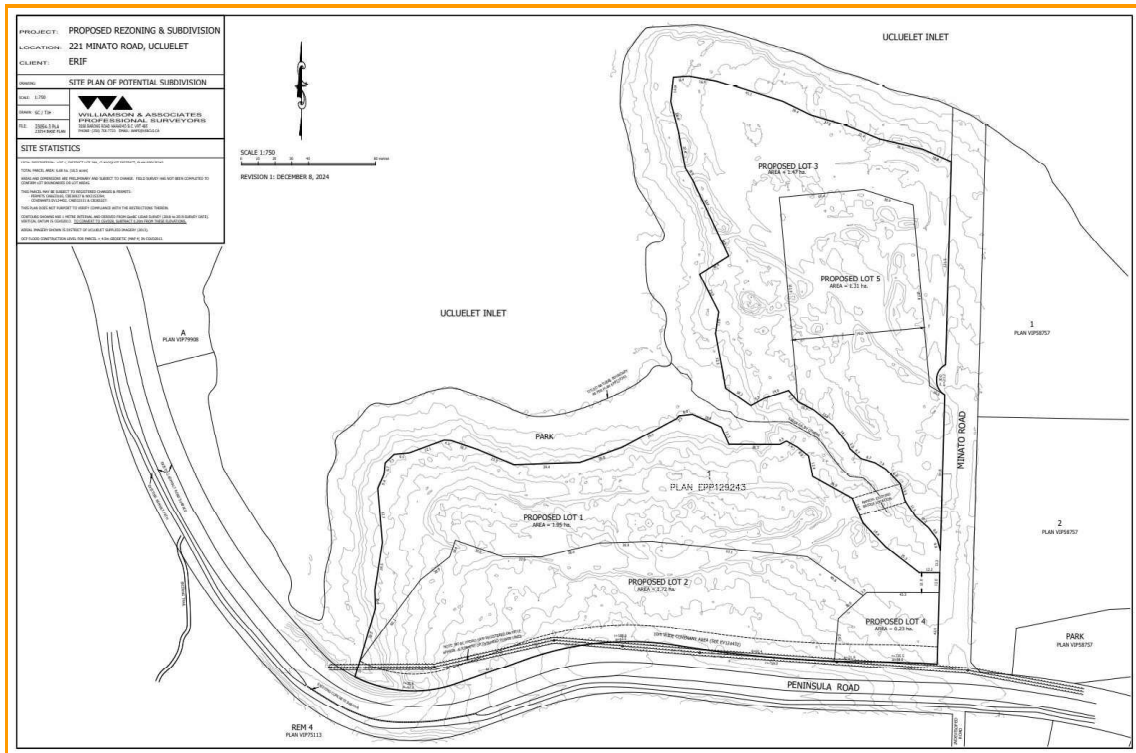
- Lot 1 subservient to Lot 2 and Lot 4 by permitting services to pass through underground and sharing the roadway.
- Lot 2 subservient to Lot 4 and Lot 1 by permitting services to pass through underground and sharing the roadway.
- Lot 4 subservient to Lot 2 and Lot 1 by permitting services to pass through underground and sharing the roadway.
- Lot 3 subservient to Lot 5 for services and right of way to pass through.
- Lot 5 subservient to Lot 3 for pedestrian egress right of way, and Lot 3 subservient to Lot 5 for same.

## Sewer and Water Metering

Despite the right of ways exchanged, this is a fairly simple subdivision as each lot has its own water and sewer access. The interim sewage storage solution was acknowledged as more suitable to be shared with all back to one lot.

## Request for Variance on Minimum Street Frontage

Lot 1 requires a variance against usual bylaws to permit a narrow street frontage of minimum 10m though which services and driveway can run to unlock this hidden land.



## PHASED DEVELOPMENT PLAN TERMS SHEET

### **ERIF's Commitment to Community: A Heartfelt Mission**

At ERIF Housing Association (our not-for-profit arm), we believe true social impact begins by empowering communities through housing that is both accessible and sustainable. Our mission is to build vibrant, inclusive neighborhoods that embody the values of equality and opportunity.

With price-regulated, locally prioritized apartments, we're doing more than addressing Ucluelet's housing shortage—we're investing in its long-term prosperity. Serenity Landing is the cornerstone of this vision, offering a blend of affordable and market rentals, attainable homeownership, and market sales, all within a beautifully integrated community.

Rezoning of the property at 221 Minato Road to a new Comprehensive Development Zone will enable the development of 251 home units and a commercial zone.

After subdivision ERIF will create Lot 1 planned for 75 home units for 'Attainable' home ownership with criteria for sale, eligibility to purchase, use and management overseen by the not-for-profit ERIF Housing Association and the Ucluelet Sub Committee.

Subdivision of the land to create Lot 2 unlocks plans for 107 home units, with at least 30% being dedicated as 'Affordable' rentals bound by criteria and rental caps under the terms of government grant funding 'CMHC Affordable Housing Fund'. The balance of home units on Lot 2 will be rented at an 'attainable' rental rate with eligibility established and overseen by the not-for-profit ERIF Housing Association and the Ucluelet Sub Committee.

ERIF has offered to enter a Housing Agreement for the subdivided Land of proposed Lot 1 and Lot 2, submitting plans for 182 home units to be sold or rented at an 'attainable' level, as defined in the Housing Agreement, or rented as 'affordable' rental under grant funding terms. This represents at least 70% of the developed home units on the total proposed development of 251 homes on 221 Minato Road. ERIF reserves the right to adjust the number and percentage of affordable and attainable rentals and sales proportionately in the event that final housing unit numbers approved, funded or able to be constructed on Lot 1 and Lot 2 fall below 182 home units.

The Serenity Landing Attainable Homeownership Initiative is proof of our commitment to community growth, stability, and resilience. Born out of the need to replace BC Housing's canceled affordable homeownership program, and in close partnership with Ucluelet's municipality, mayor, and council, we've crafted a clear path for local families and businesses to secure high-quality homes at attainable, below-market prices.

We understand that a community's economic strength is linked to its people and the businesses they support. High-quality housing and an attractive lifestyle are key to retaining a skilled workforce. By prioritizing both, ERIF is fostering an environment where people can grow their futures and where the community's social good is at the heart of everything we do.

Together, we're transforming Ucluelet into a place where everyone can thrive, ensuring the future is built on a foundation of opportunity, connection, and community spirit.

## The Lands affected -

ADDRESS: 221 Minato Road, Ucluelet, British Columbia, V0R 3A0

PID: 026-487-764

TITLE: Lot B, District Lot 286 & 471 & 472 & 473, Clayoquot District, Plan VIP79908

TOTAL SITE SIZE: 24.86 acres (10.06 hectares)

## Intent of Agreement –

It is intended to ensure that the phasing of the project delivery is clear, so that attainable and affordable homes are prioritised. However, with zero margin to keep these low priced the phased development agreement ensures we can carefully manage through clear agreement for services, civils, stormwater, landscaping to be phased to align with phases. It will also enable us to deliver homes faster, seeking to develop eg Lot 1 Part 1 first and get those attainable homes occupied building by building as they complete.

Proposed Agreement is a template document used by the Regional District of Nanaimo for their phased developments and customised for our requirements.

**Timing** – 10 years but ERIF's forecast is to complete within 5.

## Phasing of the Development

### PHASE A

#### **LOT 1: PART 1 - Attainable Home Sales - Below-Market Homeownership**

- NO OF BUILDINGS: 7 Multiplex Buildings
- NO OF KEYS: 29 Keys
- CONFIGURATION: 2 x 1-bedroom | 13 x 2-bedroom | 14 x 3-bedroom \*

*\* 3-bedroom apartments include a mortgage helper suite for long term rent to offset mortgage costs to attainable level but are not counted separately.*

- CONSTRUCTION METHOD: IGV-Nexus Six(6) Eagle 1 & One(1) Eagle 3.
- TITLE: Phased Building Strata.
- CONDITIONS:
  - Each Eagle is constructed as a 'Strata Phase' so each building can be completed then surveyed and occupied to provide accommodation promptly.
  - Phase A construction concurrent with Phase B.
- NOTE: Services, civils, stormwater, landscaping/planting will be phased to align with Phases.

### PHASE B

#### **LOT 3: Waterfront Homes**

- NO OF BUILDINGS: 11 x Waterfront Family Home
- NO OF KEYS: 11 - Designed with option for intergenerational living with self-contained suite available for long-term and/or short-term rentals.
- CONFIGURATION: 11 suites | 11 x 3-6 bedroom
- CONSTRUCTION METHOD: Standard construction

- TITLE: Fee Simple Subdivision (Home Association) or Bare Land Strata as accessed by common lot being private road entry
- CONDITION: Phase B construction concurrent with Phase A.
- NOTE: Services, civils, stormwater, landscaping/planting will be phased to align with Phases.

## PHASE C

### **LOT 4: Commercial Precinct**

- NO OF BUILDINGS: 1 Commercial
- CONFIGURATION:
  - 600m2 Ground Floor - Retail - Cafe, Store, Etc.
  - 600m2 Upper Floor - Offices
- CONSTRUCTION METHOD: Standard construction
- TITLE: Building Strata : Commercial
- NOTE: Services, civils, stormwater, landscaping/planting will be phased to align with Phases.

*Phases D and E may be accelerated when government funding becomes available and there is sufficient demand for rentals and sales.*

## PHASE D

### **LOT 2 - PART 1: Affordable Rentals - 30% of Keys Affordable Rentals**

- NO OF BUILDINGS: 6 Multiplex Buildings.
- NO OF KEYS: 39 Keys.
- CONFIGURATION: 12 x suites | 6 x 1-bedroom | 21 x 2-bedroom.
- CONSTRUCTION METHOD: IGV-Nexus Three(3) Eagle 1 & Three(3) Eagle 3.
- TITLE: Fee Simple Subdivision - Held on one title for 30% affordable and balance as attainable rentals.
- TIMING: Subject to government funding and approval timing.
- CONDITION:
  - Each Eagle constructed as a 'Strata Phase' so each building can be completed then surveyed and occupied.
- NOTE: Services, civils, stormwater, landscaping/planting will be phased to align with Phases.

## PHASE E

### **LOT 1: PART 2 - Attainable Home Sales - Below-Market Homeownership**

- NO OF BUILDINGS: 11 Multiplex Buildings
- NO OF KEYS: 46 Keys
- CONFIGURATION: 4 x 1-bedroom | 20 x 2-bedroom | 22 x 3-bedroom\*

*\* 3-bedroom apartments include a mortgage helper suite for long term rent to offset mortgage costs to attainable level but are not counted separately.*

- CONSTRUCTION METHOD: IGV-Nexus Nine(9) Eagle 1 & Two(2) Eagle 3.
- TITLE: Phased Building Strata Title

- **CONDITION:**
  - Each Eagle is constructed as a ‘Strata Phase’ so each building can be completed then surveyed and occupied.
  - Subject to and commencing after Attainable Homes in Phase A (Lot 1 Part 1) have demand sufficiently met for funding to proceed.
- **NOTE:** Services, civils, stormwater, landscaping/planting will be phased to align with Phases.

**LOT 2 - PART 2: Affordable Rentals - 30% of Keys Affordable Rentals**

- **NO OF BUILDINGS:** 10 Multiplex Buildings.
- **NO OF KEYS:** 68 Keys
- **CONFIGURATION:** 20 Suites | 16 x 1-bedroom | 32 x 2-bedroom
- **CONSTRUCTION METHOD:** IGV-Nexus Two(2) Eagle 1 & Eight (8) Eagle 3.
- **TITLE:** Fee Simple Subdivision - Held on one title for affordable and attainable rentals.
- **TIMING:** Subject to government funding and commencing when grant funding received and Phase D (Lot 2: Part 1) have demand sufficiently met for funding to proceed.
- **CONDITION:**
  - Each Eagle is constructed as a ‘Strata Phase’ so each building can be completed then surveyed and occupied.
- **NOTE:** Services, civils, stormwater, landscaping/planting will be phased to align with Phases.

**PHASE F**

**LOT 5: Market Apartments: Market rentals and sales.**

- **NO OF BUILDINGS:** 10 Multiplex Buildings.
- **NO OF KEYS:** 58 Keys.
- **CONFIGURATION:** 14 Suites | 8 x 1-bedroom | 30 x 2-bedroom | 6 x 3-bedroom
- **CONSTRUCTION METHOD:** IGV-Nexus Eight (8) Eagle 1 & Two (2) Eagle 3.
- **TITLE:** Phased Building Strata Title
- **CONDITION:**
  - Each Eagle is constructed as a ‘Strata Phase’ so each building can be completed then surveyed and occupied.
  - 50% of Apartments for long-term and short-term vacation rental or sale.
- **NOTE:** Services, civils, stormwater, landscaping/planting will be phased to align with Phases.

**Amenities & Features –**

- The owner has voluntarily provided Parkland in conjunction with the development of the Lands, and this is now registered on title and so no further parkland dedication should be required.
- Additional designated Community Park located within Lot 1



- 9 x Surf storage sheds
- 292 Car Parks ( Residential, Visitor, Accessible, EV Charging, Commercial)
- 6 x Garbage enclosures

## **Servicing –**

Works and services are yet to be finalised with the District. December 2024 DoU provided costings for \$2,540,000 indicative infrastructure fees. ERIF would like to discuss opportunities for revision such as:

- The bill for contributions requested against Lot 1 attainable and Lot 2 affordable homes alone were \$1.77m which is a large extra to load onto these affordable and attainable homes we are all working so hard to deliver as low a price as possible.
- \$426,730 as a park contribution offset by nearly 30% of this land given back as parkland to the District as considerable monetary value and RMI grants will be sought for the parkland trail.
- More detail on the water supply cost of \$913,624 and \$652,634 for sewer and how these align to the scheduled roll out for and neighbouring projects already funded by approved projects.
- Breakdown of the roads sum of \$548,096 as a contribution to roads when the site works are private roads installed at developer expense, with just Minato Road requiring District works.

We value the collaborative approach to work towards the best possible price for affordable homes which is challenging to deliver in a time of extreme undersupply and high costs. We hope to consider together how these costs can be managed to achieve the best result for Ucluelet community and the need for affordable rentals and attainable home ownership.

The Developer shall only be obligated to deliver the building and all associated works, including but not limited to civil, stormwater, services, roadworks, retaining, landscaping and planting that is required to be delivered concurrently with the stage that is being constructed.

## **Terms of Abandonment or Stalled Developments –**

Termination & Dispute Resolution - Proposing STANDARD CLAUSES



# Phased Plan –

## PHASING OF THE DEVELOPMENT



### PHASE A - LOT 1: PART 1 - Attainable Home Sales - Below Market Homeownership

**NO OF BUILDINGS:** 7 Multiplex Buildings  
**NO OF KEYS:** 29 Keys  
**CONFIGURATION:** 2 x 1-bedroom | 13 x 2-bedroom | 14 x 3-bedroom \*  
 \* 2-bedroom apartments include a mortgage helper suite for long term rent to offset mortgage costs to attainable level but are not counted separately  
**CONSTRUCTION METHOD:** IGV-Nexus Six (6) Eagle 1 & One (1) Eagle 3  
**TITLE:** Phased Building Strata  
**CONDITIONS:**  
 • Each Eagle constructed as a "Strata Phase" so each building can be completed then surveyed and occupied to provide accommodation promptly  
 • Phase A construction concurrent with Phase B  
**NOTE:** Services, civils, stormwater, landscaping / planting will be phased to align with Phases

### PHASE B - LOT 3: Waterfront Homes

**NO OF BUILDINGS:** 11 x Waterfront Family Homes  
**NO OF KEYS:** 11 - Designed with option for intergenerational living with self-contained suite available for long-term and/or short-term rentals  
**CONFIGURATION:** 11 suites | 1 x 3-6 bedroom  
**CONSTRUCTION METHOD:** Standard construction  
**TITLE:** Fee Simple Subdivision (Home Association) or Bare Land Strata as accessed by common lot being privateroad entry  
**CONDITION:** Phase B construction concurrent with Phase A  
**NOTE:** Services, civils, stormwater, landscaping/ planting will be phased to align with Phases

### PHASE C - LOT 4: Commercial Precinct

**NO OF BUILDINGS:** 1 Commercial  
**CONFIGURATION:**  
 • 600m2 Ground Floor - Retail - Cafe, Store, Etc.  
 • 600m2 Upper Floor - Offices  
**CONSTRUCTION METHOD:** Standard construction  
**TITLE: Building Strata: Commercial**  
**NOTE:** Services, civils, stormwater, landscaping/ planting will be phased to align with Phases

Phases D and E may be accelerated when government funding becomes available and there is sufficient demand for rentals and sales.

### PHASE D - LOT 2: PART 1: Affordable Rentals - 30% of Keys Affordable Rentals

**NO OF BUILDINGS:** 6 Multiplex Buildings  
**NO OF KEYS:** 39 Keys  
**CONFIGURATION:** 12 x suites | 6 x 1-bedroom | 21 x 2-bedroom  
**CONSTRUCTION METHOD:** IGV-Nexus Three (3) Eagle 1 & Three (3) Eagle 3  
**TITLE:** Fee Simple Subdivision - Held on one title for affordable and attainable rentals  
**TIMING:** Subject to government funding and approval timing  
**CONDITION:** Each Eagle constructed as a "Strata Phase" so each building can be completed then surveyed and occupied  
**NOTE:** Services, civils, stormwater, landscaping/ planting will be phased to align with Phases

### PHASE E - LOT 2: PART 2: Affordable Rentals - 30% of Keys Affordable Rentals

**NO OF BUILDINGS:** 10 Multiplex Buildings  
**NO OF KEYS:** 69 Keys  
**CONFIGURATION:** 20 Suites | 16 x 1-bedroom | 32 x 2-bedroom  
**CONSTRUCTION METHOD:** IGV-Nexus Two (2) Eagle 1 & Eight (8) Eagle 3  
**TITLE:** Fee Simple Subdivision - Held on one title for affordable and attainable rentals  
**TIMING:** Subject to government funding and commencing when grant funding received and Phase D (Lot 2: Part 1) have demand sufficiently met for funding to proceed  
**CONDITION:** Each Eagle constructed as a "Strata Phase" so each building can be completed then surveyed and occupied  
**NOTE:** Services, civils, stormwater, landscaping/ planting will be phased to align with Phases

### PHASE E - LOT 1: PART 2: Attainable Home Sales - Below Market Homeownership

**NO OF BUILDINGS:** 11 Multiplex Buildings  
**NO OF KEYS:** 46 Keys  
**CONFIGURATION:** 4 x 1-bedroom | 20 x 2-bedroom | 22 x 3-bedroom\*  
 \* 3-bedroom apartments include a mortgage helper suite for long term rent to offset mortgage costs to attainable level but are not counted separately  
**CONSTRUCTION METHOD:** IGV-Nexus Nine (9) Eagle 1 & Two (2) Eagle 3  
**TITLE:** Phased Building Strata Title  
**CONDITION:**  
 • Each Eagle constructed as a "Strata Phase" so each building can be completed then surveyed and occupied.  
 • Subject to and commencing after Attainable Homes in Phase A (Lot 1 Part 1) have demand sufficiently met for funding to proceed  
**NOTE:** Services, civils, stormwater, landscaping/ planting will be phased to align with Phases

### PHASE F - LOT 5: Market Apartments: Market Rentals and Sales

**NO OF BUILDINGS:** 10 Multiplex Buildings  
**NO OF KEYS:** 56 Keys  
**CONFIGURATION:** 14 Suites | 8 x 1-bedroom | 30 x 2-bedroom | 6 x 3-bedroom  
**CONSTRUCTION METHOD:** IGV-Nexus Eight (8) Eagle 1 & Two (2) Eagle 3  
**TITLE:** Phased Building Strata Title  
**CONDITION:**  
 • Each Eagle constructed as a "Strata Phase" so each building can be completed then surveyed and occupied  
 • 50% of Apartments for long-term and short-term vacation rental or sale  
**NOTE:** Services, civils, stormwater, landscaping/ planting will be phased to align with Phases

## EXPLANATORY NOTE: ZONING BY LAW UPDATE

**Base document is DoU Draft Zoning By Law with red updates in line with Council Motion Dec 10th:**

This document is the same draft By Law proposed by the Planning Department in Agenda page 699 (Dec 10<sup>th</sup> Meeting) with minor annotations in red to reflect the motion passed by Council.

Specifically, the amendments are:

- updated Definitions and 6.2 text to permit vacation rentals without permanent occupant in Lot 3 (11 homes) so these can financially uphold the attainable homes if future owners require this use.
- updated 6.5 Maximum size to reflect corrected floor area Lot 3 (11 homes).
- updated 6.7 to reflect increased maximum heights for Lot 1, 2, 5 for foundation design to respond to flood report.
- updated 6.8 to reflect Minimum Setback for Lot 4 commercial.

**The motion passed by Council on December 10<sup>th</sup> 2024 follows:**

“THAT Council direct Staff to update the following items in the draft zoning amendment by law 1367,2024 to align with the updated Masterplan:

- A. CD-6.5 Maximum Size (Gross Floor Area) to have a minor increase For Lot 3 as follows:
  - a. Building footprint 2475m<sup>2</sup>
  - b. Gross Floor Area 3850m<sup>2</sup>
  - c. Proposed Lot Coverage 17%
  - d. Maximum Lot Coverage 20%. The totals at the bottom of the table will be updated accordingly.
- B. CD-6.7 Maximum Heights for the Principal Building to be increased to 9.5m for Lot 1, 2 and 5 to accommodate the updated flood level.
- C. CD-6.8 Minimum Setback for Lot 4 Commercial to be updated to 3m proposed and minimum front setback.
- D. Definition of Vacation Rental and CD-6.2 Permitted Use to be updated so that secondary permitted use (such as vacation rental) is allowed without being in conjunction with a principal permitted use (such as a permanent resident occupation only and limited to Lot 3 and Lot 5 homes”

**DISTRICT OF UCLUELET**

**Zoning Amendment Bylaw No. 1367, 2024**

A ByLaw to amend the "District of Ucluelet Zoning ByLaw No. 1160, 2013".  
(221 Minato Road – Comprehensive Development)

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

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

1. Text Amendment:

Schedule “B” of the District of Ucluelet Zoning ByLaw No. 1160, 2013, as amended, is hereby further amended as follows:

- 1) By deleting the existing section CD-6 Zone – MINATO ROAD.
- 2) By adding a new Comprehensive Development zone, to Schedule B – The Zones that directly follows CD-5- FORMER WEYCO FOREST LANDS such that the new section reads as follows: within Division 100 - Enactment and Interpretation.

**“CD-6 Zone – MINATO ROAD**

*This Zone is intended for the development of a mix of multi-family and single-family residential development including affordable rental, market rental, attainable ownership (under a housing agreement covenant) and market ownership homes, some with accessory vacation rental uses.*

**CD-6 Zone Plan (Development Areas):**



**CD-6.1 Definitions**

Despite definitions defined elsewhere in this ByLaw, the following definitions shall apply to uses within the CD-6 zone.

“**Height**” means the shortest vertical distance from the average elevation of the finished grade, if homes are required to be sited above the Flood Construction Level (FCL) or above the Tsunami Risk Level (TRL), then the height is to be taken from the higher of the existing grade or the FCL or TRL.

“**Single Family Waterfront**”, means a detached building consisting of at least one dwelling that may be used for both residential and vacation rental use ~~within a~~ for the principal dwelling or secondary suites. While designed for single family occupation, the inclusion of at least one secondary suite permits residential rental tenures and vacation rental use for any part of the dwelling.

“**Vacation Rental**”, means the use of an otherwise residential dwelling unit for commercial tourist accommodation ~~within a building containing at least one occupied residential building.~~

**CD-6.2 Permitted Uses:**

The following uses are permitted within the corresponding Development Areas shown in the CD-6 Zone Plan ~~but secondary uses are only permitted in conjunction with a principal permitted use:~~

Development Area	Principal Use	Building Form	Secondary Uses
Lot 1	Multiple Family	Apartment	Home Occupation Secondary Suite
Lot 2	Rental Multiple Family	Apartment	Home Occupation
Lot 3	Single Family Waterfront	House	Home Occupation Secondary Suite Vacation Rental
Lot 4	Principal uses permitted within the CS-2 Zone - Service Commercial	Commercial/Retail	CS-2 Zone – Service Commercial Permitted Uses
Lot 5	Multiple Family	Apartment	Home Occupation Secondary Suite Vacation Rental

**CD-6.3 Lot Regulations:****CD-6.3.1 Minimum Lot Size:**

Minimum Lot Frontage is 10.00m.

Development Area	Principal Use	Proposed Lot Area	Minimum Lot Size
Lot 1	Multiple Family	19,000 m2	<b>16,000m2</b>
Lot 2	Rental Multiple Family	17,800 m2	<b>16,000m2</b>
Lot 3	Single Family Waterfront	14,700 m2	<b>13,000m2</b>
Lot 4	Retail Trade & Services	2,300 m2	<b>2,000m2</b>
Lot 5	Rental Multiple Family	13,100 m2	<b>12,000m2</b>
TOTAL		66,900 m2	

**CD-6.4 Density****CD-6.4.1 Maximum Density:**

Development Area	Principal Use	Density (max # of buildings)	Density (max. # dwelling units)	Density (per unit/ha)
Lot 1	Multiple Family	18	75	39.5 unit / ha
Lot 2	Rental Multiple Family	16	107	60.1 unit / ha
Lot 3	Single Family Waterfront	11	11	7.5 unit / ha
Lot 4	Retail Trade & Services	2	-	-
Lot 5	Rental Multiple Family	10	58	44.3 unit / ha
TOTAL		55	250	37.4 units / ha

**CD-6.5 Maximum Size (Gross Floor Area):**

Development Area	Principal Use	Building Footprint	Total Gross Floor Area (m2)	Proposed Lot Coverage	Maximum Lot Coverage
Lot 1	Multiple Family – Part 1	1,289 m2	6,633	17 %	25%
	Multiple Family – Part 2	2,027 m2			
Lot 2	Rental Multiple – Part 1	1,141 m2	6,094	18 %	25%
	Rental Multiple – Part 2	1,906 m2			
Lot 3	Single Family Waterfront	<u>2,475 m2</u>	<u>3,850</u>	<u>17 %</u>	<u>20%</u>
Lot 4	Retail Trade & Services	600 m2	1,120	25 %	50%
Lot 5	Rental Multiple Family	1,884 m2	3,768	14%	25%
TOTAL		<u>11,322 m2</u>	<u>21,465</u>	<u>17%</u>	

**CD-6.6 Maximum Size of Accessory Buildings**

**CD-6.6.1** on lots containing a *Single Family*: 30 m2 (323 ft2) total.

**CD-6.6.2** on lots containing a *Multiple Family or Rental Multiple Family*: 50 m2 (538 ft2) total.

**CD-6.6.3** on lots containing a *Commercial*: 100 m2 (1077 ft2) total.

**CD-6.7 Maximum Heights**

Development Area	Principal Use	Principal	Accessory
Lot 1	Multiple Family	<u>9.5 m</u>	5.5 m
Lot 2	Rental Multiple Family	<u>9.5 m</u>	5.5 m
Lot 3	Single Family Waterfront	12.6 m	5.5 m
Lot 4	Retail Trade & Services	11.5 m	5.5 m
Lot 5	Rental Multiple Family	<u>9.5 m</u>	5.5 m

**CD-6.8 Minimum Setbacks:**

For all buildings there is a lot line setback of 0.0m between strata phases.

The following minimum setbacks apply, as measured from the *front lot line*, *rear lot line*, and *side lots line(s)* respectively:

Development Area	Principal Use	Front	Rear	Side Interior	Side Exterior	Phased Strata Lot Line
<b>Proposed Setback</b>						
Lot 1	Multiple Family	10.0 m	3.3 m	0.7 m	1.5 m	0.0 m
Lot 2	Rental Multiple Family	10.0 m	1.5 m	0.6 m	6.5 m	0.0 m
Lot 3	Single Family Waterfront	5.1 m	1.3 m	4.5 m	4.5 m	0.0 m
Lot 4	Retail Trade & Services	<u>3.0m</u>	23.0 m	9.5 m	3.0 m	0.0 m
Lot 5	Rental Multiple Family	3.9 m	4.0 m	7.5 m	7.5 m	0.0 m
<b>Minimum Setback</b>						
Lots 1/2/5	Multiple Family	3.0 m	1.0 m	0.5 m	1.0 m	0.0 m
Lot 3	Single Family	2.0 m	0.8 m	3.0 m	3.0 m	0.0 m
Lot 4	Retail Trade & Services	<u>3.0 m</u>	3.0 m	1.5 m	2.0 m	0.0 m

**CD- 6.8 Parking Requirements:**

The following minimum car spaces apply:

For Multiple Family in Lots 1, 2 and 5: one space per *dwelling unit* plus one visitor park per multi-family *building*.

For Lot 3 Single Family Waterfront: 3 spaces per lot.

For Lot 4 Commercial: 15 spaces per lot”

**2. Citation:**

This ByLaw may be cited as the "*District of Ucluelet Zoning Amendment ByLaw No 1367, 2024*".

**READ A FIRST TIME** this \*\* day of \*\*\*, 2024

**READ A SECOND TIME** this \*\* day of \*\*\*, 2024

**READ A THIRD TIME** this \*\* day of \*\*\*, 2024

**ADOPTED** this \*\* day of \*\*\*, 2024

**CERTIFIED CORRECT;** "District of Ucluelet Zoning Amendment ByLaw No. 1367, 2024".

---

Marilyn McEwan

Mayor

THE CORPORATE SEAL of the

District of Ucluelet was hereto

---

Duane Lawrence

Corporate Officer

**Affixed in the presence of**

---

Duane Lawrence

Corporate Officer





1. Application

**Guy Patterson**  
**YOLING ANDERSON**  
**1616 808 Nelson Street**  
**Vancouver BC V6Z 2H2**  
**6046897400**

File No. 119-202  
 221 Minato Road - No Subdivision Covenant

Document Fees: \$228.26

2. Description of Land

PID/Plan Number	Legal Description
<b>026-487-764</b>	<b>LOT 1 DISTRICT LOT 286 CLAYOQUOT DISTRICT PLAN VIP79908</b>

3. Nature of Interest

Type	Number	Additional Information
<b>COVENANT</b>		
<b>PRIORITY AGREEMENT</b>		<b>Granting the Covenant herein priority over Mortgage CA9620859 and Assignment of Rents CA9620860</b>
<b>PRIORITY AGREEMENT</b>		<b>Granting the Covenant herein priority over Mortgage CA9883770 and Assignment of Rents CA9883771</b>

4. Terms

Part2 of this instrument consists of:  
**(b) Express Charge Terms Annexed as Part 2**

5. Transferor(s)

**JONATHAN MARA (AS TO PRIORITY) LESLIE**  
**JOAN MARA (AS TO PRIORITY)**  
**MINATO DEVELOPMENT CORP. , NO.BC1281485**  
**GUARDIAN ANGEL INVESTMENTS LTD. (AS TO PRIORITY), NO.BC0806482**

6. Transferee(s)

**DISTRICT OF UCLUELET**  
**BOX 999**  
**200 MAIN STREET**  
**UCLUELET BC VOR 3A0**

7. Additional or Modified Terms



10. Execution(s)

This instrument creates, assigns, modifies, enlarges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Witnessing Officer Signature	Execution Date	Transferor / Transferee / Party Signature(s)
<p>_____</p> <p><b>RAJESH AHUJA</b>  <b>Notary Public</b>            1527 JOHNSTON ROAD            WHITE ROCK BC V4B 3Z6</p> <p>604.839.2000</p> <p>(as to both signatures)</p>	<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> <p>YYYY-MM-DD</p> <p><b>2024-12-12</b></p> </div>	<p><b>MINATO DEVELOPMENT CORP.</b>            By their Authorized Signatory</p> <p>_____</p> <p><b>JONATHAN MARA</b></p> <p>_____</p> <p><b>LESLIE JOAN MARA</b></p>

**Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Witnessing Officer Signature	Execution Date	Transferor / Transferee / Party Signature(s)
<p>_____</p> <p><b>RAJESH AHUJA</b>  <b>Notary Public</b>            1527 JOHNSTON ROAD            WHITE ROCK BC V4B 3Z6</p> <p>604.839.2000</p> <p>(as to both signatures)</p>	<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> <p>YYYY-MM-DD</p> <p><b>2024-12-12</b></p> </div>	<p>_____</p> <p><b>JONATHAN MARA</b></p> <p>_____</p> <p><b>LESLIE JOAN MARA</b></p>

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Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD  
**2024-12-12**

**GUARDIAN ANGEL INVESTMENTS LTD.**  
By their Authorized Signatory

\_\_\_\_\_  
**RAJESH AHUJA**  
Notary Public  
1527 JOHNSTON ROAD WHITE  
ROCK BC V4B 3Z6

\_\_\_\_\_  
**JONATHAN MARA**

604.839.2000

\_\_\_\_\_  
**LESLIE JOAN MARA**

(as to both signatures)

**Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *land Title Act* as they pertain to the execution of this instrument.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD  
**2024-12-12**

**DISTRICT OF UCLUELET**  
By their Authorized Signatory

\_\_\_\_\_  
**JOSEPH ROTENBERG**  
Commissioner for Taking Affidavits for  
British Columbia  
PO BOX 999  
200 MAIN STREET  
UCLUELET BC V0R 3A0

\_\_\_\_\_  
**MARILYN MCEWEN, Mayor**

(as to both signatures)

\_\_\_\_\_  
**DUANE LAWRENCE, CAO**

**Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *land Title Act* as they pertain to the execution of this instrument.

**Electronic Signature**  
Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

**TERMS OF INSTRUMENT — PART 2**

COVENANT (Section 219 *Land Title Act*)

THIS COVENANT dated for reference the \_\_\_\_ day of \_\_\_\_\_, 2024 is

BETWEEN:

**MINATO DEVELOPMENT CORP. (BC1281485)**

2842 — 140 Street  
Surrey BC V4P 2H9

(the “Grantor”)

AND: **ERIF Housing Association. (S0080987)**

(the “Purchaser”)

**DISTRICT OF UCLUELET**

AND Box 999  
200 Main Street Ucluelet  
BC V0R 3A0

(the “District”)

WHEREAS:

A. The Grantor is the registered owner of land located at 221 Minato Road in Ucluelet, British Columbia and more particularly described as:

PID: 026—487-764  
Lot 1 District Lot 286 Clayoquot District Plan VIP79908

(the “Land”);

B. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the District, in respect of the use of land or buildings, or the building on land;

C. The Grantor and Purchaser have applied to the District for a rezoning and development permit to construct housing on the Land, and in connection with the Grantor's application for rezoning the Grantor and Purchaser have offered to grant this Covenant to the District;

D. The Grantor and Purchaser wishes to grant this Covenant to the District to confirm it will not subdivide or develop the Land except generally in accordance with the development plan prepared in conjunction with the Purchaser's rezoning application and presented to the District Council and the public in connection with the application, unless amendment is mutually agreed in writing;

THIS COVENANT is evidence that in consideration of the payment of TWO DOLLARS (\$2.00) by the District to the Grantor, and other good and valuable consideration (the receipt and sufficiency of which are acknowledged by the parties), the Grantor covenants and agrees with the District, in accordance with section 219 of the *Land Title Act*, as follows:

## Definitions

### 1. In this Covenant:

- (a) "Attainable" and "Affordable Housing Units" means any of the housing units with price, occupancy or tenure restrictions in accordance with the Housing Agreements;
- (b) "Development Plan" means the drawing attached to this Agreement as Schedule A;
- (c) "Director" means the District's Director of Community Planning;
- (d) "Housing Agreements" means, collectively, the housing agreements and covenants to be registered in respect of housing units under s. 4 of this Agreement;
- (e) "Median Income" means the current median annual household income for all Ucluelet households, as published by Statistics Canada.

## Restrictions on Use, Subdivision and Development of the Land

### 2. The Grantor and Purchaser will ~~not alter~~, subdivide or develop the Land for any purpose, prior to issue of Subdivision, Development Permit and/or Build Permit, ~~and although nothing in this covenant affects or limits the Grantor and Purchaser's right to apply for a subdivision or any permit from the District in relation to the Land, neither the District nor its approving officer shall be obliged to approve any alteration, subdivision or development of the Land,~~ prior to the Grantor and Purchaser having complied with all of the following conditions and requirements that may be required for issue of the Development Permit or Build Permit in the following conditions and requirements:

- ~~(a) Before March 1<sup>st</sup>, 2023, or such later date as the District may agree to in its sole discretion, the Grantor must dedicate as park the areas shown outlined in black and labelled P 1 on the Development Plan, and must dedicate as road the area shown hatched and labelled "Road Dedication" and "Future Parking Area" on the Development Plan. **WAIVED AND DELETED BY MOTION DEC 10 2024 — Parkland Dedication owned by District who will lead any trail development.**~~
- (b) The Grantor must provide all of the following, in writing, to the District:
  - ~~(i) an archaeological assessment of the site and the proposed development with recommendations for any mitigation measures, design changes and/or permitting requirements to protect archaeological and cultural resources; **SATISFIED — Archeologist Report supplied Sept 24.**~~
  - ~~(ii) an assessment by a Qualified Environmental Professional (QEP) of the ecological resources of the Lands and surrounding ecosystem, with recommendations for how the proposed development can avoid and/or mitigate impacts on terrestrial and marine ecosystems or enhance the existing ecological function of the site; **SATISFIED — Aquaparian Archeologist Report supplied Sept 24.**~~
  - ~~(iii) grading and rainwater management plans for the proposed development of the Lands (incorporating the recommendations of the QEP and landscape plans for the proposed development); **SATISFIED — Herold Engineering Plan supplied Sept**~~

24.

- ~~(iv) engineering analysis and design for safe vehicular and pedestrian access to the proposed residential development on the Lands in a location and configuration to the satisfaction of both the District and BC Ministry of Transportation and Infrastructure; SATISFIED — Watt Consulting Traffic Report supplied Sept 24, will be removed when BC Ministry of Transport satisfaction confirmed.~~
  - ~~(v) engineering analysis and design of off site works and services required to ensure that District infrastructure will accommodate the impact of the proposed development on the Lands, including water, sanitary, roads and pathways; SATISFIED — Reports and designs by Herold and Koers lodged Sept 24, aligned to reported capacity for DOU infrastructure upgrades.~~
  - ~~(vi) proposed phasing and servicing plans, identifying thresholds for when infrastructure upgrades (including road access, water, sewer) would be necessary before additional housing units are constructed; SATISFIED — Reports lodged Sept 24 including Watt Traffic, Herold Water/ Sewer, to be aligned with DOU infrastructure rollout timelines when shared Watt Consulting Traffic Report supplied Sept 24. will be removed when BC Ministry of Transport satisfaction confirmed and Build Permit approved.-~~
  - ~~(vii) proposed layout and approach to subdivision (including all proposed elements of fee simple, bare land strata, or building stratas) identifying proposed property boundaries and the location and extent of public and private infrastructure, facilities, roads, pathways, parks, open space, etc.; SATISFIED — Subdivision Plan lodged Dec 12 2024 by Williamson Surveyors, strata types confirmed by ERIF Nov 3, 2024.~~
  - ~~(viii) more detailed plans for proposed road and open space design including plans for public / shared recreation and play infrastructure; SATISFIED — Landscape Plan, public amenities overview in DP submission and recreation space render Sep 24.~~
  - ~~(ix) description of proposed green building measures including electrical vehicle charging at all units; SATISFIED — DP application detailed solar, EV and other green measures.~~
  - ~~(x) engineering analysis of all aspects of the proposed development on the Lands located in areas identified as subject to tsunami flood hazard, according to District of Ucluelet Tsunami Risk Tolerance Interim Policy 8 5280 1. SATISFIED — KWL Flood Hazard Assessment and Flood Assurance Statement supplied Nov 2024.~~
- ~~(c) The Grantor must provide to the District, and receive the Director's approval of, a detailed plan for the construction of gravel surfaced pedestrian trails, viewing platforms, and associated infrastructure, to the District's Wild Pacific Trail standards, in the approximate alignment shown on the Development Plan (the "Trail Plan"). WAIVED AND DELETED BY MOTION DEC 10 2024 — Parkland Dedication owned by District who will lead any trail development.~~
- ~~(d) The Trail Plan must: WAIVED AND DELETED BY MOTION DEC 10 2024 — Parkland Dedication owned by District who will lead any trail development.~~

- ~~(i) specify trail alignments that achieve the following objectives:
 
  - ~~A. minimize impact on the natural environment~~
  - ~~B. minimize pedestrian encroachment into the salt marsh and intertidal areas;~~
  - ~~C. minimize tree removal;~~
  - ~~D. maximize the experience by trail users;~~
  - ~~E. fit the character of the existing municipal trail network;~~~~
- ~~(ii) include stairs, bridges, boardwalks, ramps, railings and other similar trail structures as reasonably necessary to achieve the above noted objectives;~~
- ~~(iii) include view platform designs that are of a scale and quantity to allow future residents and trail users to enjoy the views (minimum 800 square feet, in two separate platforms);~~
- ~~(iv) include archaeological and environmental assessment and oversight as necessary during construction.~~

(e) **(AMENDED to reflect New Masterplan and Housing Agreement with ERIF)** The Grantor and Purchaser must grant to the District and register on title to the proposed Lot 1 and Lot 2 of the Land, a housing agreement (or agreements) under s. 483 of the *Local Government Act* and a restrictive covenant (or covenants) under s. 219 of the *Land Title Act*, all to the satisfaction of the Council to ensure the following:

- (i) On Lot 2, the Grantor and Purchaser has applied to construct 107 dwellings on and to provide at least 32 affordable rentals (30%). The rent rate for these affordable rentals will be set by the Grant Funder with terms ensuring eligibility and affordability with a mix of studio, one- and two-bedroom units. The Grantor will provide the District written documentation of the affordability criteria tied to the grant funding. The balance of 75 units in Lot 2 may be leased at the 'attainable' rental price as defined in the Housing Agreement. The Purchaser and Grantor may adjust the 32 affordable rentals and balance of attainable rentals proportionately if final housing unit numbers approved, funded or able to be constructed fall below 107 dwellings. For these affordable rental housing units, rental rates will be restricted by the terms of the government grant funding body, which will ensure affordability based on capped rent and rental eligibility criteria. The Grantor will provide the District written documentation of the affordability criteria tied to the grant funding.
- (ii) On Lot 1, the Grantor and Purchaser have applied to construct 75 housing units to be sold for attainable home ownership with a mix of three-bedroom units with mortgage-helper studio, one- and two- bedroom units. The Grantor will adjust the 75 homes proportionately if final dwelling numbers approved or able to be constructed falls below 75 dwellings. 'Attainable' housing is defined in the Housing Agreement and formula provided therein. The one-bedroom and two-bedroom units will be attainable pricing, and the three-bedroom homes made net attainable pricing by housing costs being offset by mortgage-helper suite rental income. Ongoing attainability will be supported by eligibility criteria, pricing and management determined by the ERIF Housing Association and Serenity Landing Housing Committee (EHA Ucluelet Local Community Board).

- (iii) The Council may require the Grantor and Purchaser to include in the Housing Agreements additional terms and conditions respecting the timing and phasing of any development of the Lands, to ensure construction and occupancy of any Affordable Housing Units is reasonably proportionate to the subdivision of lots and/or issuance of building permits for other residential uses on the Lands. The Grantor agrees that 'Attainable' priced Housing Units must comprise at least 40% of housing units constructed in the development of the Lands, and for the Lot 5 Market Housing not to complete construction until a minimum of least sixty (60) Attainable home ownership or Affordable Rental units, or combination thereof, have been developed on the Lands, including issuance of occupancy permit(s).
3. ~~Despite any construction that may have been authorized after the Grantor has fulfilled its obligations under section 2 of this Agreement, the use or occupancy of any building on the Land is further restricted as follows: **WAIVED — Parkland Dedication owned by District who will lead any trail development.**~~
- ~~(a) No building on the Land shall be used or occupied until and unless the Grantor has completed the construction of the portion of trail in the area labeled T 1 in the Development Plan, in accordance with the Trail Plan;~~
  - ~~(b) No building on the areas of the Land labeled B, C and D on the Development Plan shall be used or occupied until and unless the Grantor has completed the construction of the portion of trail in the area labeled T 2 in the Development Plan, in accordance with the Trail Plan;~~
  - ~~(c) No building on the areas of the Land labeled E, F or G on the Development Plan shall be used or occupied until and unless the Grantor has completed the construction of the portion of trail in the area labeled T 3 on the Development Plan, in accordance with the Trail Plan.~~
4. **(ADDED to reflect Council Motion Dec 10, 2024 on Indemnity)** The Grantor and Purchaser must grant to the District, and register on title to the Land, an agreement (or agreements) and a restrictive covenant (or covenants) under s. 219 of the *Land Title Act*, all to the satisfaction of the Council to indemnify the Grantee, District, their employees, servants and agents related to the approval of subdivision, development or use of the Land.
5. **(ADDED to reflect Council Motion Dec 10, 2024 on Environmental Setback)** The Grantor will provide a setback from building foundations of not less than one meter from the surveyed property boundary adjoining the Parkland Dedication of the Middle Creek and foreshore for additional environmental protection.
6. **(ADDED to confirm Licence of Occupation for existing approved Bridge)** If the Grantor wishes to construct a bridge in the area to be dedicated as park but marked "License of Occupation Area" the Grantor must first request from the District a license for that purpose, and the District will grant the license provided it requires the Grantor to maintain liability insurance in an amount satisfactory to the Director, acting reasonably, and to indemnify the District against any claims that might be made against the District as a result of the existence or use of the bridge, and provided further that the Grantor agrees to construct and operate the bridge in a manner that causes no disruption or minimal disruption to the public use of and right to pass through the dedicated park.

## Inspections



7. The District and any of its officers and employees may enter on the Land at all reasonable times, to inspect the Land for the purpose of ascertaining compliance with this Covenant.

**Amendment**

8. This Covenant may be altered or amended only by an agreement in writing signed by the parties.

**Public Law Duty**

9. Whenever in this Covenant the District is required or entitled to exercise any discretion in the granting of consent or approval, or is entitled to make any determination, take any action or exercise any contractual right or remedy, the District may do so in accordance with the contractual provisions of this Covenant only and will not be bound by any public law duty, whether arising from the principles of procedural fairness or the rules of natural justice or otherwise.

**Obligations on District**

10. The rights given to the District by this Covenant are permissive only and nothing in this Covenant:
  - (a) imposes any duty of care or other legal duty of any kind on the District to the Grantor or to anyone else;
  - (b) obliges the District to enforce this Covenant, which is a policy matter within the sole discretion of the District; or
  - (c) obliges the District to perform any act, or to incur any expense for any of the purposes set out in this Covenant.

**Effect on Laws or Powers**

11. This Covenant does not,
  - (a) affect or limit the discretion, rights or powers of the District under any enactment or at common law, including in relation to the use or subdivision of the Land;
  - (b) affect or limit any law or enactment relating to the use or subdivision of the Land; or
  - (c) relieve the Grantor from complying with any law or enactment, including in relation to the use or subdivision of the Land.

**District's Right to Equitable Relief**

12. The Grantor agrees that the District is entitled to obtain an order for specific performance or a prohibitory or mandatory injunction in respect of any breach by the Grantor of this Covenant.

**Covenant Runs With the Land**

13. Every obligation and covenant of the Grantor in this Covenant constitutes both a contractual obligation and a covenant granted under section 219 of the *Land Title Act* in respect of the Land and this Covenant burdens the Land and runs with it and binds the successors in title to the Land. For certainty, unless expressly stated otherwise, the term "Grantor" refers to the current and each future owner of the Land. This Covenant burdens and charges all of the Land and any parcel into

which it is subdivided by any means and any parcel into which the Land is consolidated.

#### **Registration**

14. The Grantor agrees to do everything necessary, at the Grantor's expense, to ensure that this Covenant is registered against title to the Land with priority over all financial charges, liens and encumbrances registered, or the registration of which is pending, at the time of application for registration of this Covenant.

#### **Waiver**

15. An alleged waiver by the District of any breach of this Covenant by the Grantor is effective only if it is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver by the District of a breach by the Grantor of this Covenant does not operate as a waiver of any other breach of this Covenant.

#### **Notice**

16. Any notice to be given pursuant to this Covenant must be in writing and must be delivered personally or sent by prepaid mail. The addresses of the parties for the purpose of notice are the addresses on the first page of this Covenant and in the case of any subsequent owner, the address will be the address shown on the title to the Land in the Land Title Office.

If notice is delivered personally, it may be left at the relevant address in the same manner as ordinary mail is left by Canada Post and is to be deemed given when delivered. If notice is sent by mail, it is to be deemed given 3 days after mailing by deposit at a Canada Post mailing point or office. In the case of any strike or other event causing disruption of ordinary Canada Post operations, a party giving notice for the purposes of this Covenant must do so by delivery as provided in this section.

Either party may at any time give notice in writing to the other of any change of address and from and after the receipt of notice the new address is deemed to be the address of such party for giving notice.

#### **Enurement**

17. This Covenant binds the parties to it and their respective corporate successors, heirs, executors, administrators and personal representatives.

#### **Joint and Several**

18. If at any time more than one person (as defined in the *Interpretation Act* (British Columbia)) owns the Land, each of those persons will be jointly and severally liable for all of the obligations of the Grantor under this Covenant.

#### **Further Acts**

19. The Grantor must do everything reasonably necessary to give effect to the intent of this Covenant, including execution of further instruments.

As evidence of their agreement to be bound by the terms of this instrument, the parties hereto have executed

the Land Title Office Form C which is attached hereto and forms part of this Covenant.



## PRIORITY AGREEMENT

This Priority Agreement is between Jonathan Mara and Leslie Joan Mara (the **"Prior Chargeholders"**), being the registered owners and holders of Mortgage No. CA9620859 and Assignment of Rents No. CA9620860 (the **"Prior Charges"**), and the District of Ucluelet, being the registered owner and holder of the covenant under section 219 of the *Land Title Act* (British Columbia) to which this Priority Agreement is attached (the **"Subsequent Charge"**).

In consideration of the sum of ten dollars (\$10.00) now paid to the Prior Chargeholders and other good and valuable consideration, the receipt and sufficiency of which the Prior Chargeholders acknowledge, the Prior Chargeholders hereby approve of and consent to the granting of the Subsequent Charge and hereby postpone all of the Prior Chargeholders' rights under the Prior Charges to the rights of the Municipality under the Subsequent Charge in the same manner and to the same extent as if the Prior Charges had been registered immediately after the Subsequent Charge.

As evidence of its agreement to be bound by this Priority Agreement, the Prior Chargeholders have executed the General Instrument – Part 1 [*Land Title Act* - Form C] attached to and forming part of this Priority Agreement.

## PRIORITY AGREEMENT

This Priority Agreement is between Guardian Angel Consultants Ltd. (the **"Prior Chargeholder"**), being the registered owner and holder of Mortgage No. CA9883770 and Assignment of Rents No. CA9883771 (the **"Prior Charges"**), and the District of Ucluelet, being the registered owner and holder of the covenant under section 219 of the *Land Title Act* (British Columbia) to which this Priority Agreement is attached (the **"Subsequent Charge"**).

In consideration of the sum of ten dollars (\$10.00) now paid to the Prior Chargeholder and other good and valuable consideration, the receipt and sufficiency of which the Prior Chargeholder acknowledges, the Prior Chargeholder hereby approves of and consents to the granting of the Subsequent Charge and hereby postpones all of the Prior Chargeholder's rights under the Prior Charges to the rights of the Municipality under the Subsequent Charge in the same manner and to the same extent as if the Prior Charges had been registered immediately after the Subsequent Charge.

As evidence of its agreement to be bound by this Priority Agreement, the Prior Chargeholder has executed the General Instrument — Part 1 [*Land Title Act* - Form C) attached to and forming part of this Priority Agreement.



1. Application

**Guy Patterson  
 YOLING ANDERSON  
 1616 808 Nelson Street  
 Vancouver BC V6Z 2H2  
 6046897400**

File No. 119-202  
 221 Minato Road - No Subdivision Covenant

Document Fees: \$228.26

2. Description of Land

PID/Plan Number      Legal Description

**026-487-764      LOT 1 DISTRICT LOT 286 CLAYOQUOT DISTRICT PLAN VIP79908**

3. Nature of Interest

Type	Number	Additional Information
<b>COVENANT</b>		
<b>PRIORITY AGREEMENT</b>		<b>Granting the Covenant herein priority over Mortgage CA9620859 and Assignment of Rents CA9620860</b>
<b>PRIORITY AGREEMENT</b>		<b>Granting the Covenant herein priority over Mortgage CA9883770 and Assignment of Rents CA9883771</b>

4. Terms

Part2 of this instrument consists of:

**(b) Express Charge Terms Annexed as Part 2**

5. Transferor(s)

**JONATHAN MARA (AS TO PRIORITY) LESLIE**

**JOAN MARA (AS TO PRIORITY)**

**MINATO DEVELOPMENT CORP. , NO.BC1281485**

**GUARDIAN ANGEL INVESTMENTS LTD. (AS TO PRIORITY), NO.BC0806482**

6. Transferee(s)

**DISTRICT OF UCLUELET  
 BOX 999  
 200 MAIN STREET  
 UCLUELET BC VOR 3A0**

7. Additional or Modified Terms



10. Execution(s)

This instrument creates, assigns, modifies, enlarges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Witnessing Officer Signature	Execution Date	Transferor / Transferee / Party Signature(s)
<p>_____</p> <p><b>RAJESH AHUJA</b>  <b>Notary Public</b>            1527 JOHNSTON ROAD            WHITE ROCK BC V4B 3Z6</p> <p>604.839.2000</p> <p>(as to both signatures)</p>	<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> <p>YYYY-MM-DD</p> <p><b>2024-12-12</b></p> </div>	<p><b>MINATO DEVELOPMENT CORP.</b>            By their Authorized Signatory</p> <p>_____</p> <p><b>JONATHAN MARA</b></p> <p>_____</p> <p><b>LESLIE JOAN MARA</b></p>

**Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Witnessing Officer Signature	Execution Date	Transferor / Transferee / Party Signature(s)
<p>_____</p> <p><b>RAJESH AHUJA</b>  <b>Notary Public</b>            1527 JOHNSTON ROAD            WHITE ROCK BC V4B 3Z6</p> <p>604.839.2000</p> <p>(as to both signatures)</p>	<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> <p>YYYY-MM-DD</p> <p><b>2024-12-12</b></p> </div>	<p>_____</p> <p><b>JONATHAN MARA</b></p> <p>_____</p> <p><b>LESLIE JOAN MARA</b></p>

**Officer Certification**

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Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD  
**2024-12-12**

**GUARDIAN ANGEL INVESTMENTS LTD.**  
By their Authorized Signatory

\_\_\_\_\_  
**RAJESH AHUJA**  
Notary Public  
1527 JOHNSTON ROAD WHITE  
ROCK BC V4B 3Z6

\_\_\_\_\_  
**JONATHAN MARA**

604.839.2000

\_\_\_\_\_  
**LESLIE JOAN MARA**

(as to both signatures)

**Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part5 of the *land Title Act* as they pertain to the execution of this instrument.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD  
**2024-12-12**

**DISTRICT OF UCLUELET**  
By their Authorized Signatory

\_\_\_\_\_  
**JOSEPH ROTENBERG**  
Commissioner for Taking Affidavits for  
British Columbia  
PO BOX 999  
200 MAIN STREET  
UCLUELET BC V0R 3A0

\_\_\_\_\_  
**MARILYN MCEWEN, Mayor**

(as to both signatures)

\_\_\_\_\_  
**DUANE LAWRENCE, CAO**

**Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part5 of the *land Title Act* as they pertain to the execution of this instrument.

**Electronic Signature**  
Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

**TERMS OF INSTRUMENT — PART 2**

COVENANT (Section 219 *Land Title Act*)

THIS COVENANT dated for reference the \_\_\_\_ day of \_\_\_\_\_, 2024 is

BETWEEN:

**MINATO DEVELOPMENT CORP. (BC1281485)**

2842 — 140 Street  
Surrey BC V4P 2H9

(the “Grantor”)

AND: **ERIF HOUSING ASSOCIATION. (S0080987)**

(the “Purchaser”)

**DISTRICT OF UCLUELET**

Box 999  
200 Main Street Ucluelet  
BC VOR 3A0

AND

(the “District”)

WHEREAS:

A. The Grantor is the registered owner of land located at 221 Minato Road in Ucluelet, British Columbia and more particularly described as:

PID: 026—487-764  
Lot 1 District Lot 286 Clayoquot District Plan VIP79908

(the “Land”);

B. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the District, in respect of the use of land or buildings, or the building on land;

A. The Grantor and Purchaser have applied to the District for a rezoning and development permit to construct housing on the Land, and in connection with the Grantor's application for rezoning the Grantor and Purchaser have offered to grant this Covenant to the District;

C. The Grantor and Purchaser wishes to grant this Covenant to the District to confirm it will not subdivide or develop the Land except generally in accordance with the development plan prepared in conjunction with the Purchaser's rezoning application and presented to the District Council and the public in connection with the application, unless amendment is mutually agreed in writing;

THIS COVENANT is evidence that in consideration of the payment of TWO DOLLARS (\$2.00) by the District to the Grantor, and other good and valuable consideration (the receipt and sufficiency of which are acknowledged by the parties), the Grantor covenants and agrees with the District, in accordance with section 219 of the *Land Title Act*, as follows:

## Definitions

### 1. In this Covenant:

- (a) "Attainable" and "Affordable Housing Units" means any of the housing units with price, occupancy or tenure restrictions in accordance with the Housing Agreements;
- (b) "Development Plan" means the drawing attached to this Agreement as Schedule A;
- (c) "Director" means the District's Director of Community Planning;
- (d) "Housing Agreements" means, collectively, the housing agreements and covenants to be registered in respect of housing units under s. 4 of this Agreement;
- (e) "Median Income" means the current median annual household income for all Ucluelet households, as published by Statistics Canada.

## Restrictions on Use, Subdivision and Development of the Land

### 2. The Grantor and Purchaser will subdivide or develop the Land for any purpose, prior to issue of Subdivision, Development Permit and/or Build Permit, prior to the Grantor and Purchaser having complied with all of the following conditions and requirements that may be required for issue of the Development Permit or Build Permit in the following conditions and requirements:

- (a) **(RETAINED from old restrictions, pending Ministry of Transport)** engineering analysis and design for safe vehicular and pedestrian access to the proposed residential development on the Lands in a location and configuration to the satisfaction of both the District and BC Ministry of Transportation and Infrastructure to be completed on approval of Build Permit;
- (b) **(RETAINED from old restrictions, pending Development Permit)** proposed phasing and servicing plans, identifying thresholds for when infrastructure upgrades (including road access, water, sewer) would be necessary before additional housing units are constructed; to be completed on approval of Development Permit;
- (c) **(AMENDED to reflect New Masterplan and Housing Agreement with ERIF)** The Grantor and Purchaser must grant to the District and register on title to the proposed Lot 1 and Lot 2 of the Land, a housing agreement (or agreements) under s. 483 of the *Local Government Act* and a restrictive covenant (or covenants) under s. 219 of the *Land Title Act*, all to the satisfaction of the Council to ensure the following:
  - (i) On Lot 2, the Grantor and Purchaser has applied to construct 107 dwellings on and to provide at least 32 affordable rentals (30%). The rent rate for these affordable rentals will be set by the Grant Funder with terms ensuring eligibility and affordability with a mix of studio, one- and two-bedroom units. The Grantor will provide the District written documentation of the affordability criteria tied to the grant funding. The balance of 75 units in Lot 2 may be leased at the 'attainable' rental price as defined in the Housing Agreement. The Purchaser and Grantor may adjust the 32 affordable rentals and balance of attainable rentals proportionately if final housing unit numbers approved, funded or able to be constructed fall below 107 dwellings. For these affordable rental housing units, rental rates will be restricted by the terms of the government grant funding body,

which will ensure affordability based on capped rent and rental eligibility criteria. The Grantor will provide the District written documentation of the affordability criteria tied to the grant funding.

- (ii) On Lot 1, the Grantor and Purchaser have applied to construct 75 housing units to be sold for attainable home ownership with a mix of three-bedroom units with mortgage-helper studio, one- and two- bedroom units. The Grantor will adjust the 75 homes proportionately if final dwelling numbers approved or able to be constructed falls below 75 dwellings. 'Attainable' housing is defined in the Housing Agreement and formula provided therein. The one-bedroom and two-bedroom units will be attainable pricing, and the three-bedroom homes made net attainable pricing by housing costs being offset by mortgage-helper suite rental income. Ongoing attainability will be supported by eligibility criteria, pricing and management determined by the ERIF Housing Association and Serenity Landing Housing Committee (EHA Ucluelet Local Community Board).
  - (iii) The Council may require the Grantor and Purchaser to include in the Housing Agreements additional terms and conditions respecting the timing and phasing of any development of the Lands, to ensure construction and occupancy of any Affordable Housing Units is reasonably proportionate to the subdivision of lots and/or issuance of building permits for other residential uses on the Lands. The Grantor agrees that 'Attainable' priced Housing Units must comprise at least 40% of housing units constructed in the development of the Lands, and for the Lot 5 Market Housing not to complete construction until a minimum of least sixty (60) Attainable home ownership or Affordable Rental units, or combination thereof, have been developed on the Lands, including issuance of occupancy permit(s).
3. **(ADDED to reflect Council Motion Dec 10, 2024 on Indemnity)** The Grantor and Purchaser must grant to the District, and register on title to the Land, an agreement (or agreements) and a restrictive covenant (or covenants) under s. 219 of the *Land Title Act*, all to the satisfaction of the Council to indemnify the Grantee, District, their employees, servants and agents related to the approval of subdivision, development or use of the Land.
  4. **(ADDED to reflect Council Motion Dec 10, 2024 on Environmental Setback)** The Grantor will provide a setback from building foundations of not less than one meter from the surveyed property boundary adjoining the Parkland Dedication of the Middle Creek and foreshore for additional environmental protection.
  5. **(ADDED to confirm License of Occupation for existing approved Bridge)** If the Grantor or Purchaser wishes to construct a bridge in the area to be dedicated as park but marked "License of Occupation Area" the Grantor or Purchaser must first request from the District a license for that purpose, and the District will grant the license provided it requires the Grantor or Purchaser to maintain liability insurance in an amount satisfactory to the Director, acting reasonably, and to indemnify the District against any claims that might be made against the District as a result of the existence or use of the bridge, and provided further that the Grantor or Purchaser agrees to construct and operate the bridge in a manner that causes no disruption or minimal disruption to the public use of and right to pass through the dedicated park.

#### Inspections

6. The District and any of its officers and employees may enter on the Land at all reasonable times, to inspect the Land for the purpose of ascertaining compliance with this Covenant.

### **Amendment**

7. This Covenant may be altered or amended only by an agreement in writing signed by the parties.

### **Public Law Duty**

8. Whenever in this Covenant the District is required or entitled to exercise any discretion in the granting of consent or approval, or is entitled to make any determination, take any action or exercise any contractual right or remedy, the District may do so in accordance with the contractual provisions of this Covenant only and will not be bound by any public law duty, whether arising from the principles of procedural fairness or the rules of natural justice or otherwise.

### **Obligations on District**

9. The rights given to the District by this Covenant are permissive only and nothing in this Covenant:
  - (a) imposes any duty of care or other legal duty of any kind on the District to the Grantor or to anyone else;
  - (b) obliges the District to enforce this Covenant, which is a policy matter within the sole discretion of the District; or
  - (c) obliges the District to perform any act, or to incur any expense for any of the purposes set out in this Covenant.

### **Effect on Laws or Powers**

10. This Covenant does not,
  - (a) affect or limit the discretion, rights or powers of the District under any enactment or at common law, including in relation to the use or subdivision of the Land;
  - (b) affect or limit any law or enactment relating to the use or subdivision of the Land; or
  - (c) relieve the Grantor from complying with any law or enactment, including in relation to the use or subdivision of the Land.

### **District's Right to Equitable Relief**

11. The Grantor agrees that the District is entitled to obtain an order for specific performance or a prohibitory or mandatory injunction in respect of any breach by the Grantor of this Covenant.

### **Covenant Runs With the Land**

12. Every obligation and covenant of the Grantor in this Covenant constitutes both a contractual obligation and a covenant granted under section 219 of the *Land Title Act* in respect of the Land and this Covenant burdens the Land and runs with it and binds the successors in title to the Land. For certainty, unless expressly stated otherwise, the term "Grantor" refers to the current and each future owner of the Land. This Covenant burdens and charges all of the Land and any parcel into which it is subdivided by any means and any parcel into which the Land is consolidated.

### **Registration**

13. The Grantor and Purchaser agrees to do everything necessary, at the Grantor's expense, to ensure that this Covenant is registered against title to the Land with priority over all financial charges, liens and encumbrances registered, or the registration of which is pending, at the time of application for registration of this Covenant.

**Waiver**

14. An alleged waiver by the District of any breach of this Covenant by the Grantor is effective only if it is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver by the District of a breach by the Grantor and of this Covenant does not operate as a waiver of any other breach of this Covenant.

**Notice**

15. Any notice to be given pursuant to this Covenant must be in writing and must be delivered personally or sent by prepaid mail. The addresses of the parties for the purpose of notice are the addresses on the first page of this Covenant and in the case of any subsequent owner, the address will be the address shown on the title to the Land in the Land Title Office.

If notice is delivered personally, it may be left at the relevant address in the same manner as ordinary mail is left by Canada Post and is to be deemed given when delivered. If notice is sent by mail, it is to be deemed given 3 days after mailing by deposit at a Canada Post mailing point or office. In the case of any strike or other event causing disruption of ordinary Canada Post operations, a party giving notice for the purposes of this Covenant must do so by delivery as provided in this section.

Either party may at any time give notice in writing to the other of any change of address and from and after the receipt of notice the new address is deemed to be the address of such party for giving notice.

**Enurement**

16. This Covenant binds the parties to it and their respective corporate successors, heirs, executors, administrators and personal representatives.

**Joint and Several**

17. If at any time more than one person (as defined in the *Interpretation Act* (British Columbia)) owns the Land, each of those persons will be jointly and severally liable for all of the obligations of the Grantor under this Covenant.

**Further Acts**

18. The Grantor and Purchaser must do everything reasonably necessary to give effect to the intent of this Covenant, including execution of further instruments.

As evidence of their agreement to be bound by the terms of this instrument, the parties hereto have executed the Land Title Office Form C which is attached hereto and forms part of this Covenant.



## PRIORITY AGREEMENT

This Priority Agreement is between Jonathan Mara and Leslie Joan Mara (the **“Prior Chargeholders”**), being the registered owners and holders of Mortgage No. CA9620859 and Assignment of Rents No. CA9620860 (the **“Prior Charges”**), and the District of Ucluelet, being the registered owner and holder of the covenant under section 219 of the *Land Title Act* (British Columbia) to which this Priority Agreement is attached (the **“Subsequent Charge”**).

In consideration of the sum of ten dollars (\$10.00) now paid to the Prior Chargeholders and other good and valuable consideration, the receipt and sufficiency of which the Prior Chargeholders acknowledge, the Prior Chargeholders hereby approve of and consent to the granting of the Subsequent Charge and hereby postpone all of the Prior Chargeholders' rights under the Prior Charges to the rights of the Municipality under the Subsequent Charge in the same manner and to the same extent as if the Prior Charges had been registered immediately after the Subsequent Charge.

As evidence of its agreement to be bound by this Priority Agreement, the Prior Chargeholders have executed the General Instrument – Part 1 [*Land Title Act* - Form C] attached to and forming part of this Priority Agreement.



## PRIORITY AGREEMENT

This Priority Agreement is between Guardian Angel Consultants Ltd. (the **"Prior Chargeholder"**), being the registered owner and holder of Mortgage No. CA9883770 and Assignment of Rents No. CA9883771 (the **"Prior Charges"**), and the District of Ucluelet, being the registered owner and holder of the covenant under section 219 of the *Land Title Act* (British Columbia) to which this Priority Agreement is attached (the **"Subsequent Charge"**).

In consideration of the sum of ten dollars (\$10.00) now paid to the Prior Chargeholder and other good and valuable consideration, the receipt and sufficiency of which the Prior Chargeholder acknowledges, the Prior Chargeholder hereby approves of and consents to the granting of the Subsequent Charge and hereby postpones all of the Prior Chargeholder's rights under the Prior Charges to the rights of the Municipality under the Subsequent Charge in the same manner and to the same extent as if the Prior Charges had been registered immediately after the Subsequent Charge.

As evidence of its agreement to be bound by this Priority Agreement, the Prior Chargeholder has executed the General Instrument — Part 1 [*Land Title Act* - Form C) attached to and forming part of this Priority Agreement.

## DISTRICT OF UCLUELET

### Bylaw No. XXXX, 2024

A Bylaw to Authorize the District of Ucluelet to Enter into a Housing Agreement.

(221 Minato Road)

---

**WHEREAS** the Municipality may, by Bylaw, under Section 483 of the *Local Government Act* enter into a Housing Agreement which may include terms and conditions agreed to by the Municipality and the Owner regarding the occupancy of the housing units identified in the Agreement;

**AND WHEREAS** the Municipality has rezoned the property at 221 Minato Road to a new **Comprehensive Development Zone** to enable the development of 251 home units and a commercial zone.

**AND WHEREAS** the Owner proposes to subdivide the land to create Lot 1 and Lot 2, with plans to provide 182 home units to be rented and sold at prices attainable to Ucluelet households. This means that at least 70% of the home units will be attainably priced, of the total 251 homes proposed for 221 Minato Road.

**AND WHEREAS** the Owner proposes to subdivide the Land for Lot 1 and build 75 home units on Lot 1. These will be for 'Attainable' home ownership with pricing as defined in the Housing Agreement. The criteria for eligibility to purchase, use and management overseen by the not-for-profit ERIF Housing Association and the Serenity Landing Housing Committee (EHA Ucluelet Local Community Board).

**AND WHEREAS** the Owner proposes to subdivide the Land for Lot 2 and construct 107 home units, with at least 30% dedicated as 'Affordable' rentals, with rental caps and eligibility fixed by the terms of 'CMHC Affordable Housing Fund' government grant funding. The balance of home units on Lot 2 will be rented at an 'attainable' price as defined in the Housing Agreement. Attainable rentals will have eligibility established and overseen by the not-for-profit ERIF Housing Association and the Serenity Landing Housing Committee (EHA Ucluelet Local Community Board).

**AND WHEREAS** the Owner has offered to enter a Housing Agreement over proposed Lot 1 and Lot 2, with plans to build 182 home units sold or rented at 'attainable' rates, or rented at 'affordable' rent rates under grant funding terms. The Owner reserves the right to adjust the number and percentage of affordable and attainable rentals and sales proportionately in the event that final housing unit numbers approved, funded or able to be constructed on Lot 1 and Lot 2 fall below 182 home units or the total site development falls below 251 units.

**AND WHEREAS** the Owner has offered to register a Housing Agreement to ensure that the housing units are developed as proposed on the Lands described in this Bylaw, and the Municipality has deemed it expedient to require the Owner to enter into a Housing Agreement with the Municipality pursuant to Section 483 of the *Local Government Act*;

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

1. The Municipality is authorized to enter into Housing Agreements pursuant to Section 483 of the Local Government Act, in substantially the form attached to this Bylaw as Schedules "A" and "B", with respect to the land located in the District of Ucluelet known as 221 Minato Road and being more particularly known and described as:

**LOT 1 DISTRICT LOT 286, CLAYOQUOT DISTRICT PLAN VIP79908**

as shown shaded on the map attached to this bylaw as Appendix "A".

2. The Mayor and the Chief Administrative Officer of the Municipality are authorized to execute the Housing Agreements on behalf of the Municipality.

### **CITATION**

3. This bylaw may be known and cited for all purposes as the "**Ucluelet Housing Agreement Bylaw No. XXXX, 2024**".

**READ A FIRST TIME** this     day of     , 2024.

**READ A SECOND TIME** this     day of     , 2024.

**READ A THIRD TIME** this     day of     , 2024.

**ADOPTED** this     day of     , 2024.

**CERTIFIED A TRUE AND CORRECT COPY** of "Ucluelet Housing Agreement Bylaw No. **XXXX**, 2024"

---

Marilyn McEwan Mayor

---

Duane Lawrence

Corporate Officer

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

---

Duane Lawrence Corporate  
Officer

# Appendix "A" to Ucluelet Housing Agreement Bylaw No. XXXX, 2024

Subject property: Proposed Lots 1 and 2 to be subdivided from existing

Lot 1 District Lot 286, Clayoquot District, Plan VIP79908



ALL RIGHTS RESERVED. REPRODUCTION OF THIS ARCHITECTURAL DRAWING WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT IS STRICTLY PROHIBITED.

THIS DRAWING IS INTENDED FOR INFORMATION ONLY. THE CONTRACTOR AND ANY PERSON OBTAINING THIS DRAWING SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL DIMENSIONS AND REPORTING ALL ERRORS AND OMISSIONS TO THE ARCHITECT.

**ERIF Sustainable Solutions**

**Formosis Architecture**

200-111 Columbia Street  
 Vancouver, BC, V6A 2P7  
 T 604.688.7502  
 formosis.ca

Project Number: 2412

ISSUED FOR RECONSTRUCTION      DATE: 24-10-24

REVISED FOR RECONSTRUCTION      DATE: 24-10-24

REVISED FOR RECONSTRUCTION      DATE: 24-10-24

MINATO ROAD  
 221 MINATO ROAD

**SITE PLAN**

UCLUELET      SHEET:      SP

2024-12-10      DATE:      1:750

A201

**Schedule A to Ucluelet Housing Agreement Bylaw No. XXXX, 2024**

**AFFORDABLE HOME OWNERSHIP HOUSING AGREEMENT, SECTION 219  
COVENANT, AND INDEMNITY**

THIS AGREEMENT dated for reference the    day of    , 2024

is BETWEEN:

**DISTRICT OF UCLUELET**, 200 Main Street, PO Box 999, Ucluelet, B.C., V0R 3A0

(the “District”)

AND:

(the “Owner”)

GIVEN THAT:

- A. The Owner is the registered owner of [*insert particulars*] (the “Land”);
- B. Pursuant to section 483 of the *Local Government Act*, the District may, by bylaw, enter into a housing agreement, which agreement may include terms and conditions agreed to by the District and the Owner regarding the occupancy of the housing units identified in the agreement;
- C. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the District in respect of the use of land or construction on land; and,
- D. The Owner and the District wish to enter into this Agreement to provide for **attainable** housing on the terms and conditions set out in this Agreement;

THIS AGREEMENT is evidence that, in consideration of the mutual promises contained herein and the payment of \$1.00 by the District to the Owner (the receipt and sufficiency of which the Owner hereby acknowledges), the parties agree pursuant to section 219 of the *Land Title Act* and section 483 of the *Local Government Act* as follows:

**PART I – DEFINITIONS**

- 1. In this Agreement, the following words have the following meanings:

- (a) 'Dwelling Unit' and 'Home Unit' means a residential dwelling unit constructed or located on **Proposed Lot 1 of 221 Minato Road following subdivision**. Specifically this is defined as:
- (i) for proposed **Lot 1: 75 home units in a mix of one-, two- and three-bedroom units (with mortgage helper secondary suite) planned for 'Attainable' home ownership with criteria for sale, eligibility to purchase, use and management overseen by not-for-profit ERIF Housing Association and the Serenity Landing Housing Committee (EHA Ucluelet Local Community Board).**
  - (ii) **The Owner reserves the right to adjust the number and percentage of attainable sales proportionately in the event that final housing unit numbers approved, funded or able to be constructed on Lot 1 and Lot 2 fall below 182 home units.**
- (b) "Qualified Person" for **Lot 1 Attainable Housing** a "Qualified Person" means an individual who meets the qualifying criteria **established and updated as required by the Serenity Landing Housing Committee (EHA Ucluelet Local Community Board) of the not-for-profit ERIF Housing Association which may include:**
- (a) Residency requirements within the Alberni Clayoquot Regional District for at least **one (1) year; or can demonstrate they are relocating for employment or ventures that positively impact community growth, even if they have not met the one (1) year residency requirement.**
  - (b) **has demonstrated active contribution to the Ucluelet community including employment or volunteering for more than one (1) year with one or more businesses or institutions within the District of Ucluelet or lands of the Yuułuʔiłʔatḥ Government, Barkley Community Forest, Toquaht Nation, District of Tofino, Alberni-Clayoquot Regional District Area 'C', Pacific Rim National Park Reserve, or BC Parks and Protected Areas in the region,**
  - (c) or a Senior who has retired from full-time permanent employment by one or more businesses or institutions and has worked or volunteered within the area described above for five (5) out of the previous ten (10) years, or is receiving disability assistance under the *Employment and Assistance for Persons with Disabilities Act*;
  - (d) **meets any other criteria for income, loan eligibility and terms of purchase as established by the Serenity Landing Housing Committee (EHA Ucluelet Local Community Board) of ERIF Housing Association which may be amended by determination of the Committee as required.**
- (c) "The Land" means proposed Lot 1 to be subdivided from the parcel known as Lot 1 District Lot 286, Clayoquot District, Plan VIP79908 or 221 Minato Road. The Owner has offered to enter a Housing Agreement on proposed Lot 1 and Lot 2 only.
- (d) "Attainable" housing means a price of mortgage repayments relative to Ucluelet

household income. The formula for this calculation is as follows:

- (i) Attainable is defined in the Official Community Plan as housing that is affordable to Ucluelet households earning 120% or less than the median gross household income, as determined by the latest census, spending no more than 30% of their household income on housing costs. Notwithstanding any future amendment of the definition of 'Attainable' housing by Council or in the Official Community Plan, the rate for attainable rent and mortgage repayments will be no less than the sum in the definition above and formula below.
- (ii) For the current 2021 Census household income of \$83,000, 30% of income on housing costs would be \$2483/month in mortgage repayments. All one- and two-bedroom home units will be sold with mortgage repayments below the sum of \$2483/month on the formula herein.
- (iii) The three-bedroom home units are designed with a 'mortgage helper' secondary suite. While their mortgage repayments exceed \$2483/month, this will be offset by an assumed income of \$1300 rent to be received by renting out the mortgage helper suite, so the net mortgage repayments will achieve the attainable rate of \$2483/month *after* offsetting mortgage expenses with that suite rent.
- (iv) For attainable home ownership, the following assumptions will be used to determine the baseline pricing for attainable sales. The attainable mortgage calculation is based on a 10% deposit, loan term of 30 years and interest rate of 4.14%. Notwithstanding interest rate increases, this formula will be the baseline used to determine the sale price of attainable homes.
- (v) These formula assumptions will be maintained to determine the attainable rate of mortgage repayment and will not drop below this level of \$2483/month. However, the defined attainable mortgage repayment and rental rate of will be adjusted when new census data is released and each year will be updated by Canada's published CPI and/or adjusted by the Canadian Building Construction Price Index (CBCPI) whichever is the greater sum.

## **PART II – SECURITY OF DISTRICT'S INTEREST**

2. The Owner agrees that, as a condition of the subdivision resulting in the Land which is the subject of this agreement, a mortgage in favour of the District has been registered against title to the land under charge number \_\_\_ (the "District's Mortgage").
3. The District agrees to discharge the District's Mortgage charge referred to in section 2 from the title of the Land when the Owner obtains an Occupancy Permit issued by the District's building inspector pursuant to the District of Ucluelet Building Bylaw No. 1165, 2014, as amended or replaced from time to time, for a dwelling unit on the Land.

## **PART III – CONSTRUCTION on the LAND**

4. The Owner will design, construct and maintain on the Land at least one residential dwelling unit, in accordance with the District of Ucluelet Building Bylaw No. 1165, 2014, as amended or replaced from time to time, and in accordance with the energy efficiency

standards of Step 1 of the BC Energy Step Code.

5. The building must not be occupied, and the Owner will not apply for and the District will not be obliged to issue an occupancy permit, until the Owner has supplied documentation that each dwelling unit has achieved compliance with Step 1 of the BC Energy Step Code.

#### **PART IV – TRANSFER, USE AND OCCUPANCY**

6. The Owner agrees that the Land will not be sold or transferred except to a Qualified Person.
7. The Owner agrees that no residential dwelling unit **dedicated as attainable housing on proposed Lot 1** of the Land shall be used or occupied except as the regular, full-time residence at least one Qualified Person.

#### **PART V - INTERPRETATION**

8. In this Agreement:
  - (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
  - (b) article and section headings have been inserted for each of reference only and are not to be used in interpreting this Agreement;
  - (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meaning;
  - (d) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted, or replaced, unless otherwise expressly provided;
  - (e) the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
  - (f) time is of the essence;
  - (g) all provisions are to be interpreted as always speaking;
  - (h) reference to a “party” is a reference to a party to this Agreement and to that party’s respective successors, assigns, trustees, administrators, and receivers. Wherever the context so requires, reference to a “party” also includes agents, officers, employees, and invitees of the party;
  - (i) reference to a “day”, “month”, “quarter” or “year” is a reference to a calendar day, calendar month, calendar quarter, or calendar year, as the case may be, unless otherwise expressly provided; and
  - (j) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word



“including”.

## **PART VI – MISCELLANEOUS**

9. **Housing Agreement** – The Owner acknowledges and agrees that:

- (a) this Agreement constitutes a covenant under section 219 of the *Land Title Act* and a housing agreement entered into under section 483 of the *Local Government Act*; and,
- (b) where a Dwelling Unit is a separate legal parcel, the District may file notice of housing agreement under section 483 of the *Local Government Act* in the LTO against title to the Dwelling Unit.

10. **Indemnity** – The Owner will indemnify and save harmless the District and each of its elected officials, officers, directors, employees, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs, and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:

- (a) any act or omission of the Owner, or its officers, directors, employees, agents, contractors, or other persons for whom the Owner is responsible at law;
- (b) the Owner’s ownership, development, operation, or financing of the Land or any Dwelling Unit; or
- (c) any act or omission of the District or any of its elected officials, officers, directors, employees, agents, or contractors in carrying out or enforcing this Agreement, except where such act or omission constitutes a breach of this Agreement by the District or by any other person for whom the District is responsible at law.

11. **Release** – The Owner by this Agreement releases and forever discharges the District and each of its elected officials, officers, directors, employees, and agents, and its and their heirs, executors, administrators, personal representatives, successors, and assigns from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of advice or direction respecting the ownership, development, operation or management of the Land or any Dwelling Unit which has been or at any time after the commencement of this Agreement may be given to the Owner by all or any of them.

12. **Survival** – The obligations of the Owner set out in sections 10 and 11 will survive termination of this Agreement.

13. **District Powers Unaffected** – This Agreement does not:

- (a) affect or limit the discretion, rights, duties or powers of the District or the approving officer for the District under the common law or any statute, bylaw or

other enactment nor does this agreement date or give rise to, nor do the parties intend this agreement to create, any implied obligations concerning such discretionary rights, duties or powers;

- (b) impose on the District any legal duty or obligation, including any duty or care or contractual or other legal duty or obligation, to enforce this Agreement;
- (c) affect or limit the common law or any statute, bylaw or other enactment applying to the Land or an Dwelling Unit; or
- (d) relieve the Owner from complying with any common law or any statute, regulation, bylaw or other enactment.

14. **Agreement for Benefit of District Only** – The Owner and the District agree that:

- (a) this Agreement is entered into for the benefit of the District;
- (b) this Agreement is not intended to protect the interests of the Owner, or any future owner, occupier, or user of the Land or any Dwelling Unit;
- (c) the District may at any time execute a release and discharge of this Agreement without liability to anyone for doing so, and without obtaining the consent of the Owner.

15. **No Public Law Duty** – Where the District is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination, or give its consent, the Owner agrees that the District is under no public law duty of fairness or natural justice in that regard and agrees that the District may do any of those things in the same manner as if it were a private party and not a public body.

16. **Notice** – Any notice required to be served or given to a party herein pursuant to this Agreement will be sufficiently served or given if delivered, to the postal address of the Owner set out in the records at the Land Title Office, and in the case of the District addressed as follows:

District of Ucluelet  
200 Main Street  
PO Box 999  
Ucluelet, B.C. V0R 3A0

Attention: Manager of Community Planning

or to the most recent postal address provided in a written notice given each of the parties to the other. Any notice that is delivered is considered to have been given on the first day after it is dispatched for delivery.

17. **Enurement** – This Agreement binds the parties to it and their respective successors, assigns, heirs, executors, administrators and personal representatives.

18. **Severability** – If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been

severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

19. **Waiver** – All remedies of the District will be cumulative and may be exercised by the District in any order or concurrently in case of any breach and each remedy may be exercised any number of times with respect to each breach. Waiver of or delay in the District exercising any or all remedies will not prevent the later exercise of any remedy for the same breach of any similar or different breach.
20. **Sole Agreement** – This Agreement, and any documents signed by the Owner contemplated by this Agreement, represent the whole agreement between the District and the Owner respecting the use and occupation, of the Dwelling Units, and there are no warranties, representations, conditions, or collateral agreements made by the District except as set forth in this Agreement.
21. **Further Assurances** – Upon request by the District the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the District to give effect to this Agreement.
22. **Covenant Runs with the Land** – This Agreement burdens and runs with the Land **to the extent of the proposed Lot 1 after it is** Subdivided. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its personal administrators, successors and assigns, and all persons who after the date of this Agreement, acquire an interest in the Land.
23. **Limitation on Owner's Obligations** – The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.
24. **Equitable Remedies** – The Owner acknowledges and agrees that damages would be an inadequate remedy for the District for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.
25. **No Joint Venture** – Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the District or give the Owner any authority to bind the District in any way.
26. **Applicable Law** – Unless the context requires otherwise, the laws of British Columbia will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia. Without limiting the above, in the event of any conflict between any provision of this Agreement and the *Residential Tenancy Act*, this Agreement is without effect to the extent of the conflict.
27. **Deed and Contract** – By executing and delivering this Agreement, the Owner intends to create both a contract and a deed executed and delivered under seal.

**RENTAL HOUSING AGREEMENT, SECTION 219 COVENANT, RENT CHARGE  
AND INDEMNITY**

THIS AGREEMENT dated for reference the    day of    , 2024

is BETWEEN:

**DISTRICT OF UCLUELET**, 200 Main Street, PO Box 999, Ucluelet, B.C., V0R 3A0

(the “District”)

AND:

(the “Owner”)

**GIVEN THAT:**

- A. The Owner is the registered owner of [insert particulars] (the “Land”);
- B. Pursuant to section 483 of the *Local Government Act*, the District may, by bylaw, enter into a housing agreement, which agreement may include terms and conditions agreed to by the District and the Owner regarding the occupancy of the housing units identified in the agreement;
- C. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the District in respect of the use of land or construction on land; and,
- D. The Owner and the District wish to enter into this Agreement to provide for affordable rental housing for at least 30% of the home units under grant funding terms and an attainable rental rate for the balance of the home units on the terms and conditions set out in this Agreement;

THIS AGREEMENT is evidence that, in consideration of the mutual promises contained herein and the payment of \$1.00 by the District to the Owner (the receipt and sufficiency of which the Owner hereby acknowledges), the parties agree pursuant to section 219 of the *Land Title Act* and section 483 of the *Local Government Act* as follows:

**PART I – DEFINITIONS**

1. In this Agreement, the following words have the following meanings:

- (e) "Daily Amount" means \$50.00 per day;
- (a) " Dwelling Unit" and 'Home Unit' means a residential dwelling unit constructed or located on Proposed Lot 2 of 221 Minato Road following subdivision. Specifically this is defined as:
  - (i) for proposed Lot 2: 107 home units with at least 30% dedicated for 'affordable rental' with rent and criteria determined by the Affordable Housing funder. The balance of home units on Lot 2 will be rented at an 'attainable' rental rate with eligibility and management overseen by ERIF Housing Association and the Serenity Landing Housing Committee (EHA Ucluelet Local Community Board).
  - (ii) The Owner reserves the right to adjust the number and percentage or affordable and attainable rentals and sales proportionately in the event that final housing unit numbers approved, funded or able to be constructed on Lot 2 fall below 107 home units, or the total development of 221 Minato Road is less than the planned 251 homes.
- (f) "Eligible Occupant" means a person authorized to occupy a dwelling unit on the Land under section 3 of this Agreement;
- (g) "Qualified Person" for Lot 2 Affordable Rental home units dedicated under grant funding, a 'Qualified Person' means an individual or household who meets the qualifying criteria for the Affordable Housing Funder.
  - (vi) For Lot Attainable rentals a "Qualified Person" means an individual who meets the qualifying criteria established and updated as required by the Serenity Landing Housing Committee (EHA Ucluelet Local Community Board) of the ERIF Housing Association which may include:
  - (vii) Residency requirements within the Alberni Clayoquot Regional District for at least one (1) year; or can demonstrate they are relocating for employment or ventures that positively impact community growth even if they have not met the one (1) year residency requirement.
  - (viii) has demonstrated active contribution to the Ucluelet community including employment or volunteering for more than one (1) year with one or more businesses or institutions within the District of Ucluelet or lands of the Yuułuʔiłʔatḥ Government, Barkley Community Forest, Toquaht Nation, District of Tofino, Alberni-Clayoquot Regional District Area 'C', Pacific Rim National Park Reserve, or BC Parks and Protected Areas in the region,
  - (ix) or a Senior over 55 years who has retired from full-time permanent employment by one or more businesses or institutions and has worked or volunteered within the area described above for five (5) out of the previous ten (10) years, or is receiving disability assistance under the *Employment and Assistance for Persons with Disabilities Act*;
  - (x) meets criteria for income or other terms of eligibility as established by the Serenity Landing Housing Committee (EHA Ucluelet Local Community Board) of ERIF Housing Association which may be amended by determination of the Committee as required.

- (h) "Attainable" housing means a price of rent relative to Ucluelet household income. The formula for this calculation is as follows:
- (vi) Attainable is defined in the Official Community Plan as housing that is affordable to Ucluelet households earning 120% or less than the median gross household income, as determined by the latest census, spending no more than 30% of their household income on housing costs. Notwithstanding any future amendment of the definition of 'Attainable' housing by Council or in the Official Community Plan, the rate for attainable rent will be no less than the sum in the definition above and formula below.
  - (vii) For the current 2021 Census household income of \$83,000, 30% of income on housing costs would be \$2483/month in rent. All home units on Lot 2 will rent below this sum of \$2483/month rent.
  - (viii) For attainable home rental this formula will be used to determine the baseline pricing for attainable rent rates. These formula assumptions will be maintained to determine the attainable rate of rent and will not drop below this level of \$2483/month. However, the defined attainable rental rate of will be adjusted when new census data is released and each year will be updated by Canada's published CPI and/or adjusted by the Canadian Building Construction Price Index (CBCPI) whichever is the greater sum.
- (i) "Affordable rental" for the 30% of units funded by grant funding is defined by the terms of the grant and eligibility of the Affordable Housing Funder.
- (j) "Tenancy Agreement" means a tenancy agreement, lease, license, or other agreement granting rights to occupy a Dwelling Unit; and,
- (k) "Tenant" means an occupant of a Dwelling Unit by way of a Tenancy Agreement.

## **PART II – CONSTRUCTION on the LAND**

2. The Owner will design, construct and maintain on the Land at least one residential dwelling unit, in accordance with the District of Ucluelet Building Bylaw No. 1165, 2014, as amended or replaced from time to time.

## **PART III – USE AND OCCUPANCY**

3. The Owner agrees that no Dwelling Unit dedicated for attainable housing or grant-funded affordable rental on proposed Lot 2 will be used or occupied:
  - (a) except as a permanent residence;
  - (b) except by at least one Qualified Person;
  - (c) by any person who is not a Qualified Person, unless that person is related by blood, adoption or foster parenthood to, or is living in a spousal relationship with, a Qualified Person who is also occupying the Employee Unit.

(d) Unless there is a written determination made by the Serenity Landing Housing Committee (EHA Ucluelet Local Community Board) of the ERIF Housing Association based on exceptional circumstances by application.

4. No Dwelling Unit will be occupied by any owner of the Land, or by any family member of any Owner of the Land;
5. The Owner agrees that the number of persons who reside in any Dwelling Unit must be equal to or less than the number of persons the District's building inspector determines (acting reasonably) can reside in that unit given the number and size of bedrooms in the unit and in light of any relevant standards set by the District in any bylaws of the District.
6. Within three (3) days after receiving notice from the District, the Owner will in respect of any Dwelling Unit, deliver, or cause to be delivered, to the District a statutory declaration, substantially in the form attached as Schedule B, sworn by the Owner, containing all of the information required to complete the statutory declaration. The District may request such a statutory declaration in respect of a Dwelling Unit no more than two (2) times in any calendar year. The Owner hereby irrevocably authorizes the District to make such inquiries as it considers necessary and reasonable in order to confirm that the Owner is complying with this Agreement, and irrevocably authorizes and directs the recipient, including but not limited to the provincial issuing authority for drivers licenses, of the request for information from the District to provide such information to the District.
7. If the Owner cannot comply with the occupancy requirements for any Dwelling Unit for reasons of hardship, the Owner may request that the District alter the Owner's obligations with respect to that Dwelling Unit on terms acceptable to the District, but no such request may be made later than thirty (30) days after the District has delivered to the Owner a notice of breach of this Agreement under Part V herein. The Owner must deliver the request in writing in accordance with section 21 of this Agreement. The request must set out the circumstances of the hardship involved and the reasons why the Owner cannot comply with the occupancy requirements, and must describe the hardship to the Owner that compliance would cause. The Owner agrees that the District is under no obligation to grant any relief, and may proceed with its remedies under this Agreement and at law and in equity, despite the Owner's request or the hardship involved, and the Owner agrees that relief, if any, is to be determined by the District in its sole discretion.

#### **PART IV – RENTAL OF DWELLING UNITS**

8. The Owner must not rent or lease any Dwelling **that has been dedicated as an affordable rental under grant funding in Lot 2** except to Qualified Persons or Eligible Occupants and except in accordance with the following additional conditions:
  - (a) the Dwelling Unit will be used or occupied only pursuant to a Tenancy Agreement;

- (b) the housing cost payable for the Dwelling Unit will not exceed the 'Attainable' rental rate as defined above.
  - (c) For 30% of housing units in Lot 2 dedicated as affordable rentals under grant funding, the rent rate will be determined by the Affordable Housing Funder under the terms of their grant.
  - (d) any increase in rent must also comply with rules and procedures, including any limit on maximum annual increases, under the *Residential Tenancy Act*.
  - (e) the Owner will include in the Tenancy Agreement a clause requiring the Tenant to comply with the use and occupancy restrictions contained in Part III of this Agreement;
  - (f) the Owner will include in the Tenancy Agreement a clause requiring the Tenant to provide a statutory declaration of household income and real property in the form of Schedule A annexed hereto;
  - (g) the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement in accordance with the *Residential Tenancy Act* if the Tenant uses or occupies, or allows use or occupation of, the Dwelling Unit in breach of the use and occupancy restrictions contained in this Agreement;
  - (h) the Tenancy Agreement will provide for termination of the Tenancy Agreement by the Owner in situations where Dwelling Unit is occupied by more than the number of people the District's building inspector determines (acting reasonably) can reside in the Dwelling Unit given the number of size of bedrooms in the Dwelling Unit and in light of any relevant standards set by District bylaw;
  - (i) the Tenancy Agreement will provide that the Owner will have the right, at the Owner's option, to terminate the Tenancy Agreement should the Tenant remain absent from the Dwelling Unit for three (3) consecutive months or longer, notwithstanding the timely payment of rent;
  - (j) the Tenancy Agreement will provide that the Tenant will not sublease the Dwelling Unit or assign the Tenancy Agreement; and
  - (k) the Owner will deliver a copy of the Tenancy Agreement to the District upon demand.
9. The Owner will terminate the Tenancy Agreement where the Tenant uses or occupies, or allows use or occupation of an Dwelling Unit in breach of this Agreement, such termination to be in accordance with the terms of the Tenancy Agreement and the *Residential Tenancy Act*. Notwithstanding, in the event that an existing Tenant's income exceeds the maximum gross household income the Owner will be entitled to allow that Tenant to remain in occupancy under the Tenancy Agreement for a further 12 months. If upon expiry of this period the Tenants income for the previous year still exceeds the maximum gross household income then the Owner will terminate the Tenancy Agreement and providing the Tenant with notice as required under the Residential Tenancy Act.



10. The District may, in its sole discretion, provide written consent to the Owner from time to time to do something that is otherwise not permitted under this Agreement, on such terms and conditions as the District considers desirable.

## **PART V – DEFAULT AND REMEDIES**

11. The Owner acknowledges and agrees that the District requires affordable housing for residents of Ucluelet in order to attract and retain residents to work for local businesses and that these businesses generate tax and other revenue for the District and economic growth and opportunities for the community. The Owner therefore agrees that, in addition to any other remedies available to the District under this Agreement at law or in equity, if a Dwelling Unit is used or occupied in breach of this Agreement or rented at a rate in excess of that permitted under this Agreement, the Owner will pay, as a rent charge under section 12, the Daily Amount to the District for each date of the breach of the Agreement. The Daily amount is due and payable immediately upon receipt by the Owner of an invoice form the District for the same.
12. The Owner hereby grants to the District a rent charge under section 219 of the *Land Title Act*, and at common law, securing payment by the Owner to the District of any amount payable by the Owner pursuant to this Agreement. The Owner agrees that the District, at its option, may enforce payment of such outstanding amount in a court of competent jurisdiction as a contract debt, by an action for and order for sale, by proceedings for the appointment of a receiver, or in any other method available to the District in law or in equity.

## **PART VI - INTERPRETATION**

13. In this Agreement:
  - (k) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
  - (l) article and section headings have been inserted for each of reference only and are not to be used in interpreting this Agreement;
  - (m) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meaning;
  - (n) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted, or replaced, unless otherwise expressly provided;
  - (o) the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
  - (p) time is of the essence;

- (q) all provisions are to be interpreted as always speaking;
- (r) reference to a “party” is a reference to a party to this Agreement and to that party’s respective successors, assigns, trustees, administrators, and receivers. Wherever the context so requires, reference to a “party” also includes agents, officers, employees, and invitees of the party;
- (s) reference to a “day”, “month”, “quarter” or “year” is a reference to a calendar day, calendar month, calendar quarter, or calendar year, as the case may be, unless otherwise expressly provided; and
- (t) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”.

## **PART VII – MISCELLANEOUS**

14. **Management** – The Owner covenants and agrees that it will furnish good and efficient management of the Dwelling Unit and will permit representatives of the District to inspect the Dwelling Unit at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Dwelling Unit in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Land.
15. **Indemnity** – The Owner will indemnify and save harmless the District and each of its elected officials, officers, directors, employees, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs, and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:
  - (e) any act or omission of the Owner, or its officers, directors, employees, agents, contractors, or other persons for whom the Owner is responsible at law;
  - (f) the Owner’s ownership, lease, operation, management, or financing of the Land or any Dwelling Unit; or
  - (g) any act or omission of the District or any of its elected officials, officers, directors, employees, agents, or contractors in carrying out or enforcing this Agreement, except where such act or omission constitutes a breach of this Agreement by the District or by any other person for whom the District is responsible at law.
16. **Release** – The Owner by this Agreement releases and forever discharges the District and each of its elected officials, officers, directors, employees, and agents, and its and their heirs, executors, administrators, personal representatives, successors, and assigns from and against all claims, demands, damages, actions, or causes of action by reason of

or arising out of advice or direction respecting the ownership, lease, operation or management of the Land or any Dwelling Unit which has been or at any time after the commencement of this Agreement may be given to the Owner by all or any of them.

17. **Survival** – The obligations of the Owner set out in sections 15 and 16 will survive termination of this Agreement.

18. **District Powers Unaffected** – This Agreement does not:

(e) affect or limit the discretion, rights, duties or powers of the District or the approving officer for the District under the common law or any statute, bylaw or other enactment nor does this agreement date or give rise to, nor do the parties intend this agreement to create, any implied obligations concerning such discretionary rights, duties or powers;

(f) impose on the District any legal duty or obligation, including any duty or care or contractual or other legal duty or obligation, to enforce this Agreement;

(g) affect or limit the common law or any statute, bylaw or other enactment applying to the Land or an Dwelling Unit; or

(h) relieve the Owner from complying with any common law or any statute, regulation, bylaw or other enactment.

19. **Agreement for Benefit of District Only** – The Owner and the District agree that:

(d) this Agreement is entered into for the benefit of the District;

(e) this Agreement is not intended to protect the interests of the Owner, any tenant, or any future owner, lessee, occupier, or user of the Land or any Dwelling Unit;

(f) the District may at any time execute a release and discharge of this Agreement without liability to anyone for doing so, and without obtaining the consent of the Owner.

20. **No Public Law Duty** – Where the District is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination, or give its consent, the Owner agrees that the District is under no public law duty of fairness or natural justice in that regard and agrees that the District may do any of those things in the same manner as if it were a private party and not a public body.

21. **Notice** – Any notice required to be served or given to a party herein pursuant to this Agreement will be sufficiently served or given if delivered, to the postal address of the Owner set out in the records at the Land Title Office, and in the case of the District addressed as follows:

District of Ucluelet 200 Main Street  
PO Box 999  
Ucluelet, B.C. V0R 3A0  
Attention: Manager of Community Planning

or to the most recent postal address provided in a written notice given each of the parties to the other. Any notice that is delivered is considered to have been given on the first day after it is dispatched for delivery.

22. **Enurement** – This Agreement binds the parties to it and their respective successors, assigns, heirs, executors, administrators and personal representatives.
23. **Severability** – If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
24. **Waiver** – All remedies of the District will be cumulative and may be exercised by the District in any order or concurrently in case of any breach and each remedy may be exercised any number of times with respect to each breach. Waiver of or delay in the District exercising any or all remedies will not prevent the later exercise of any remedy for the same breach of any similar or different breach.
25. **Sole Agreement** – This Agreement, and any documents signed by the Owner contemplated by this Agreement, represent the whole agreement between the District and the Owner respecting the use and occupation, of the Dwelling Units, and there are no warranties, representations, conditions, or collateral agreements made by the District except as set forth in this Agreement.
26. **Further Assurances** – Upon request by the District the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the District to give effect to this Agreement.
27. **Covenant Runs with the Land** – This Agreement burdens and runs with the Land and every parcel into which it is Subdivided. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its personal administrators, successors and assigns, and all persons who after the date of this Agreement, acquire an interest in the Land.
28. **Limitation on Owner's Obligations** – The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.
29. **Equitable Remedies** – The Owner acknowledges and agrees that damages would be an inadequate remedy for the District for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.
30. **No Joint Venture** – Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the District or give the Owner any authority to bind the District in any way.
31. **Applicable Law** – Unless the context requires otherwise, the laws of British Columbia will apply to this Agreement and all statutes referred to herein are enactments of the

Province of British Columbia. Without limiting the above, in the event of any conflict between any provision of this Agreement and the *Residential Tenancy Act*, this Agreement is without effect to the extent of the conflict.

32. **Deed and Contract** – By executing and delivering this Agreement, the Owner intends to create both a contract and a deed executed and delivered under seal.

**SCHEDULE A TO RENTAL HOUSING AGREEMENT, SECTION 219 COVENANT,  
RENT CHARGE AND INDEMNITY**

**STATUTORY  
DECLARATION**

**CANADA  
PROVINCE OF BRITISH  
COLUMBIA**

**IN THE MATTER OF A HOUSING AGREEMENT WITH THE DISTRICT OF UCLUELET**

**("Housing Agreement" )**

I, \_\_\_\_\_ of \_\_\_\_\_, British Columbia, do solemnly declare that:

1. I am applying to rent or continue renting \_\_\_\_\_ (the "Dwelling Unit"), and make this declaration to the best of my personal knowledge.
2. The Dwelling Unit has \_\_\_\_ bedrooms.
3. This declaration is made pursuant to the Housing Agreement in respect of the Dwelling Unit.
4. For the period of the latest calendar year, the total Household Income from all sources of income for all adult residents of the Dwelling Unit was \_\_\_\_\_.
5. I am employed by \_\_\_\_\_, located at \_\_\_\_\_.
6. I have been living in the Alberni Clayoquot Regional District since \_\_\_\_\_.
7. During the past ten years, I have worked or volunteered full time for the following employers or institutions located in the Alberni Clayoquot Regional District:

Business or Institution : \_\_\_\_\_ Dates: \_\_\_\_\_


8. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the *Canada Evidence Act*.

DECLARED BEFORE ME at

\_\_\_\_\_, British Columbia,

) this \_day of \_\_\_\_\_,

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\_\_\_\_\_

A Commissioner for taking Affidavits

For British Columbia

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\_\_\_\_\_

**SCHEDULE B TO RENTAL HOUSING AGREEMENT, SECTION 219 COVENANT,  
RENT CHARGE AND INDEMNITY**

**STATUTORY  
DECLARATION**

**CANADA  
PROVINCE OF BRITISH  
COLUMBIA**

**IN THE MATTER OF A HOUSING AGREEMENT WITH THE DISTRICT OF UCLUELET  
(“Housing Agreement” )**

I, \_\_\_\_\_ of \_\_\_\_\_, British Columbia, do solemnly declare that:

1. I am the owner of \_\_\_\_\_ (the "Dwelling" unit), and make this declaration to the best of my personal knowledge.
2. This declaration is made pursuant to the Housing Agreement in respect of the Dwelling unit.
3. For the period from \_\_\_\_\_ to \_\_\_\_\_ the unit was occupied only by Qualified Persons or other eligible persons (as defined in the Housing Agreement) whose names and current addresses and whose employer's names and current addresses appear below:

Names, addresses and phone numbers of Qualified Persons or eligible persons: Names, addresses and phone numbers of employers:

[Attach copy of Schedule A Declaration]

4. The rent charged each month for the Dwelling Unit is as follows:
  - (a) the monthly rent on the date 365 days before this date of this statutory declaration: \$ \_\_\_\_\_ per month
  - (b) the rent on the date of this statutory declaration: \$ \_\_\_\_\_; and
  - (c) the proposed or actual rent that will be payable on the date that is 90 days after the date of the statutory declaration: \$ \_\_\_\_\_.
5. I acknowledge and agree to comply with the Owner's obligations under this Agreement, and other charges in favour of the Municipality registered in the land title office against the land on which the unit is situated and confirm that the Owner has complied with the Owner's obligations under these Agreements.



6. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the *Canada Evidence Act*.

DECLARED BEFORE ME at

\_\_\_\_\_, British Columbia,

) this \_day of \_\_\_\_\_,

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A Commissioner for taking Affidavits  
For British Columbia

\_\_\_\_\_

# PHASED DEVELOPMENT PLAN TERMS SHEET

## **ERIF's Commitment to Community: A Heartfelt Mission**

At ERIF Housing Association (our not-for-profit arm), we believe true social impact begins by empowering communities through housing that is both accessible and sustainable. Our mission is to build vibrant, inclusive neighborhoods that embody the values of equality and opportunity.

With price-regulated, locally prioritized apartments, we're doing more than addressing Ucluelet's housing shortage—we're investing in its long-term prosperity. Serenity Landing is the cornerstone of this vision, offering a blend of affordable and market rentals, attainable homeownership, and market sales, all within a beautifully integrated community.

Rezoning of the property at 221 Minato Road to a new Comprehensive Development Zone will enable the development of 251 home units and a commercial zone.

After subdivision ERIF will create Lot 1 planned for 75 home units for 'Attainable' home ownership with criteria for sale, eligibility to purchase, use and management overseen by the not-for-profit ERIF Housing Association and the Ucluelet Sub Committee.

Subdivision of the land to create Lot 2 unlocks plans for 107 home units, with at least 30% being dedicated as 'Affordable' rentals bound by criteria and rental caps under the terms of government grant funding 'CMHC Affordable Housing Fund'. The balance of home units on Lot 2 will be rented at an 'attainable' rental rate with eligibility established and overseen by the not-for-profit ERIF Housing Association and the Ucluelet Sub Committee.

ERIF has offered to enter a Housing Agreement for the subdivided Land of proposed Lot 1 and Lot 2, submitting plans for 182 home units to be sold or rented at an 'attainable' level, as defined in the Housing Agreement, or rented as 'affordable' rental under grant funding terms. This represents at least 70% of the developed home units on the total proposed development of 251 homes on 221 Minato Road. ERIF reserves the right to adjust the number and percentage of affordable and attainable rentals and sales proportionately in the event that final housing unit numbers approved, funded or able to be constructed on Lot 1 and Lot 2 fall below 182 home units.

The Serenity Landing Attainable Homeownership Initiative is proof of our commitment to community growth, stability, and resilience. Born out of the need to replace BC Housing's canceled affordable homeownership program, and in close partnership with Ucluelet's municipality, mayor, and council, we've crafted a clear path for local families and businesses to secure high-quality homes at attainable, below-market prices.

We understand that a community's economic strength is linked to its people and the businesses they support. High-quality housing and an attractive lifestyle are key to retaining a skilled workforce. By prioritizing both, ERIF is fostering an environment where people can grow their futures and where the community's social good is at the heart of everything we do.

Together, we're transforming Ucluelet into a place where everyone can thrive, ensuring the future is built on a foundation of opportunity, connection, and community spirit.

## The Lands affected -

ADDRESS: 221 Minato Road, Ucluelet, British Columbia, V0R 3A0

PID: 026-487-764

TITLE: Lot B, District Lot 286 & 471 & 472 & 473, Clayoquot District, Plan VIP79908

TOTAL SITE SIZE: 24.86 acres (10.06 hectares)

## Intent of Agreement –

It is intended to ensure that the phasing of the project delivery is clear, so that attainable and affordable homes are prioritised. However, with zero margin to keep these low priced the phased development agreement ensures we can carefully manage through clear agreement for services, civils, stormwater, landscaping to be phased to align with phases. It will also enable us to deliver homes faster, seeking to develop eg Lot 1 Part 1 first and get those attainable homes occupied building by building as they complete.

Proposed Agreement is a template document used by the Regional District of Nanaimo for their phased developments and customised for our requirements.

**Timing** – 10 years but ERIF’s forecast is to complete within 5.

## Phasing of the Development

### PHASE A

#### **LOT 1: PART 1 - Attainable Home Sales - Below-Market Homeownership**

- NO OF BUILDINGS: 7 Multiplex Buildings
- NO OF KEYS: 29 Keys
- CONFIGURATION: 2 x 1-bedroom | 13 x 2-bedroom | 14 x 3-bedroom \*  
\* 3-bedroom apartments include a mortgage helper suite for long term rent to offset mortgage costs to attainable level but are not counted separately.
- CONSTRUCTION METHOD: IGV-Nexus Six(6) Eagle 1 & One(1) Eagle 3.
- TITLE: Phased Building Strata.
- CONDITIONS:
  - Each Eagle constructed as a ‘Strata Phase’ so each building can be completed then surveyed and occupied to provide accommodation promptly.
  - Phase A construction concurrent with Phase B.
- NOTE: Services, civils, stormwater, landscaping/planting will be phased to align with Phases.

### PHASE B

#### **LOT 3: Waterfront Homes**

- NO OF BUILDINGS: 11 x Waterfront Family Home
- NO OF KEYS: 11 - Designed with option for intergenerational living with self-contained suite available for long-term and/or short-term rentals.
- CONFIGURATION: 11 suites | 11 x 3-6 bedroom
- CONSTRUCTION METHOD: Standard construction
- TITLE: Fee Simple Subdivision (Home Association) or Bare Land Strata as accessed by common lot being private road entry

- **CONDITION:** Phase B construction concurrent with Phase A.
- **NOTE:** Services, civils, stormwater, landscaping/planting will be phased to align with Phases.

## **PHASE C**

### **LOT 4: Commercial Precinct**

- **NO OF BUILDINGS:** 1 Commercial
- **CONFIGURATION:**
  - 600m2 Ground Floor - Retail - Cafe, Store, Etc.
  - 600m2 Upper Floor - Offices
- **CONSTRUCTION METHOD:** Standard construction
- **TITLE:** Building Strata : Commercial
- **NOTE:** Services, civils, stormwater, landscaping/planting will be phased to align with Phases.

*Phases D and E may be accelerated when government funding becomes available and there is sufficient demand for rentals and sales.*

## **PHASE D**

### **LOT 2 - PART 1: Affordable Rentals - 30% of Keys Affordable Rentals**

- **NO OF BUILDINGS:** 6 Multiplex Buildings.
- **NO OF KEYS:** 39 Keys.
- **CONFIGURATION:** 12 x suites | 6 x 1-bedroom | 21 x 2-bedroom.
- **CONSTRUCTION METHOD:** IGV-Nexus Three(3) Eagle 1 & Three(3) Eagle 3.
- **TITLE:** Fee Simple Subdivision - Held on one title for 30% affordable and balance as attainable rentals.
- **TIMING:** Subject to government funding and approval timing.
- **CONDITION:**
  - Each Eagle constructed as a 'Strata Phase' so each building can be completed then surveyed and occupied.
- **NOTE:** Services, civils, stormwater, landscaping/planting will be phased to align with Phases.

## **PHASE E**

### **LOT 1: PART 2 - Attainable Home Sales - Below-Market Homeownership**

- **NO OF BUILDINGS:** 11 Multiplex Buildings
- **NO OF KEYS:** 46 Keys
- **CONFIGURATION:** 4 x 1-bedroom | 20 x 2-bedroom | 22 x 3-bedroom\*  
\* 3-bedroom apartments include a mortgage helper suite for long term rent to offset mortgage costs to attainable level but are not counted separately.
- **CONSTRUCTION METHOD:** IGV-Nexus Nine(9) Eagle 1 & Two(2) Eagle 3.
- **TITLE:** Phased Building Strata Title
- **CONDITION:**
  - Each Eagle constructed as a 'Strata Phase' so each building can be completed then surveyed and occupied.
  - Subject to and commencing after Attainable Homes in Phase A (Lot 1 Part 1) have demand sufficiently met for funding to proceed.
- **NOTE:** Services, civils, stormwater, landscaping/planting will be phased to align with Phases.

## **LOT 2 - PART 2: Affordable Rentals - 30% of Keys Affordable Rentals**

- NO OF BUILDINGS: 10 Multiplex Buildings.
- NO OF KEYS: 68 Keys
- CONFIGURATION: 20 Suites | 16 x 1-bedroom | 32 x 2-bedroom
- CONSTRUCTION METHOD: IGV-Nexus Two(2) Eagle 1 & Eight (8) Eagle 3.
- TITLE: Fee Simple Subdivision - Held on one title for affordable and attainable rentals.
- TIMING: Subject to government funding and commencing when grant funding received and Phase D (Lot 2: Part 1) have demand sufficiently met for funding to proceed.
- CONDITION:
  - Each Eagle constructed as a 'Strata Phase' so each building can be completed then surveyed and occupied.
- NOTE: Services, civils, stormwater, landscaping/planting will be phased to align with Phases.

## **PHASE F**

### **LOT 5: Market Apartments: Market rentals and sales.**

- NO OF BUILDINGS: 10 Multiplex Buildings.
- NO OF KEYS: 58 Keys.
- CONFIGURATION: 14 Suites | 8 x 1-bedroom | 30 x 2-bedroom | 6 x 3-bedroom
- CONSTRUCTION METHOD: IGV-Nexus Eight (8) Eagle 1 & Two (2) Eagle 3.
- TITLE: Phased Building Strata Title
- CONDITION:
  - Each Eagle constructed as a 'Strata Phase' so each building can be completed then surveyed and occupied.
  - 50% of Apartments for long-term and short-term vacation rental or sale.
- NOTE: Services, civils, stormwater, landscaping/planting will be phased to align with Phases.

## **Amenities & Features –**

- The owner has voluntarily provided Parkland in conjunction with the development of the Lands, and this is now registered on title and so no further parkland dedication should be required.
- Additional designated Community Park located within Lot 1



- 9 x Surf storage sheds
- 292 Car Parks ( Residential, Visitor, Accessible, EV Charging, Commercial)
- 6 x Garbage enclosures

### **Servicing –**

Works and services are yet to be finalised with the District. December 2024 DoU provided costings for \$2,540,000 indicative infrastructure fees. ERIF would like to discuss opportunities for revision such as:

- The bill for contributions requested against Lot 1 attainable and Lot 2 affordable homes alone were \$1.77m which is a large extra to load onto these affordable and attainable homes we are all working so hard to deliver as low a price as possible.
- \$426,730 as a park contribution offset by nearly 30% of this land given back as parkland to the District as considerable monetary value and RMI grants will be sought for the parkland trail.
- More detail on the water supply cost of \$913,624 and \$652,634 for sewer and how these align to the scheduled roll out for and neighbouring projects already funded by approved projects.
- Breakdown of the roads sum of \$548,096 as a contribution to roads when the site works are private roads installed at developer expense, with just Minato Road requiring District works.

We value the collaborative approach to work towards the best possible price for affordable homes which is challenging to deliver in a time of extreme undersupply and high costs. We hope to consider together how these costs can be managed to achieve the best result for Ucluelet community and the need for affordable rentals and attainable home ownership.

The Developer shall only be obligated to deliver the building and all associated works, including but not limited to civil, stormwater, services, roadworks, retaining, landscaping and planting that is required to be delivered concurrently with the stage that is being constructed.

### **Terms of Abandonment or Stalled Developments –**

Termination & Dispute Resolution - Proposing STANDARD CLAUSES

# Phased Plan –

## PHASING OF THE DEVELOPMENT



### PHASE A - LOT 1: PART 1 - Attainable Home Sales - Below Market Homeownership

**NO OF BUILDINGS:** 7 Multiplex Buildings  
**NO OF KEYS:** 29 Keys  
**CONFIGURATION:** 2 x 1-bedroom | 13 x 2-bedroom | 14 x 3-bedroom \*  
 \* 3-bedroom apartments include a mortgage helper suite for long term rent to offset mortgage costs to attainable level but are not counted separately.  
**CONSTRUCTION METHOD:** IGV-Nexus Six (6) Eagle 1 & One (1) Eagle 3  
**TITLE:** Phased Building Strata  
**CONDITIONS:**  
 • Each Eagle constructed as a 'Strata Phase' so each building can be completed then surveyed and occupied to provide accommodation promptly  
 • Phase A construction concurrent with Phase B  
**NOTE:** Services, civils, stormwater, landscaping / planting will be phased to align with Phases

### PHASE B - LOT 3: Waterfront Homes

**NO OF BUILDINGS:** 11 x Waterfront Family Homes  
**NO OF KEYS:** 11 - Designed with option for intergenerational living with self-contained suite available for long-term and/or short-term rentals  
**CONFIGURATION:** 11 suites | 11 x 3-6 bedroom  
**CONSTRUCTION METHOD:** Standard construction  
**TITLE:** Fee Simple Subdivision (Home Association) or Bare Land Strata as accessed by common lot being private road entry  
**CONDITION:** Phase B construction concurrent with Phase A  
**NOTE:** Services, civils, stormwater, landscaping/planting will be phased to align with Phases

### PHASE C - LOT 4: Commercial Precinct

**NO OF BUILDINGS:** 1 Commercial  
**CONFIGURATION:**  
 • 600m2 Ground Floor - Retail - Cafe, Store, Etc.  
 • 600m2 Upper Floor - Offices  
**CONSTRUCTION METHOD:** Standard construction  
**TITLE:** Building Strata: Commercial  
**NOTE:** Services, civils, stormwater, landscaping/planting will be phased to align with Phases

Phases D and E may be accelerated when government funding becomes available and there is sufficient demand for rentals and sales.

### PHASE D - LOT 2: PART 1: Affordable Rentals - 30% of Keys Affordable Rentals

**NO OF BUILDINGS:** 6 Multiplex Buildings  
**NO OF KEYS:** 39 Keys  
**CONFIGURATION:** 12 x suites | 6 x 1-bedroom | 21 x 2-bedroom  
**CONSTRUCTION METHOD:** IGV-Nexus Three (3) Eagle 1 & Three (3) Eagle 3  
**TITLE:** Fee Simple Subdivision - Held on one title for affordable and attainable rentals  
**TIMING:** Subject to government funding and approval timing  
**CONDITION:** Each Eagle constructed as a 'Strata Phase' so each building can be completed then surveyed and occupied  
**NOTE:** Services, civils, stormwater, landscaping/planting will be phased to align with Phases

### PHASE E - LOT 2: PART 2: Affordable Rentals - 30% of Keys Affordable Rentals

**NO OF BUILDINGS:** 10 Multiplex Buildings  
**NO OF KEYS:** 68 Keys  
**CONFIGURATION:** 20 Suites | 16 x 1-bedroom | 32 x 2-bedroom  
**CONSTRUCTION METHOD:** IGV-Nexus Two (2) Eagle 1 & Eight (8) Eagle 3  
**TITLE:** Fee Simple Subdivision - Held on one title for affordable and attainable rentals  
**TIMING:** Subject to government funding and commencing when grant funding received and Phase D (Lot 2: Part 1) have demand sufficiently met for funding to proceed  
**CONDITION:** Each Eagle constructed as a 'Strata Phase' so each building can be completed then surveyed and occupied  
**NOTE:** Services, civils, stormwater, landscaping/planting will be phased to align with Phases

### PHASE E - LOT 1: PART 2: Attainable Home Sales - Below Market Homeownership

**NO OF BUILDINGS:** 11 Multiplex Buildings  
**NO OF KEYS:** 46 Keys  
**CONFIGURATION:** 4 x 1-bedroom | 20 x 2-bedroom | 22 x 3-bedroom\*  
 \* 3-bedroom apartments include a mortgage helper suite for long term rent to offset mortgage costs to attainable level but are not counted separately  
**CONSTRUCTION METHOD:** IGV-Nexus Nine (9) Eagle 1 & Two (2) Eagle 3  
**TITLE:** Phased Building Strata Title  
**CONDITION:**  
 • Each Eagle constructed as a 'Strata Phase' so each building can be completed then surveyed and occupied.  
 • Subject to and commencing after Attainable Homes in Phase A (Lot 1 Part 1) have demand sufficiently met for funding to proceed  
**NOTE:** Services, civils, stormwater, landscaping/planting will be phased to align with Phases

### PHASE F - LOT 5: Market Apartments: Market Rentals and Sales

**NO OF BUILDINGS:** 10 Multiplex Buildings  
**NO OF KEYS:** 58 Keys  
**CONFIGURATION:** 14 Suites | 8 x 1-bedroom | 30 x 2-bedroom | 6 x 3-bedroom  
**CONSTRUCTION METHOD:** IGV-Nexus Eight (8) Eagle 1 & Two (2) Eagle 3  
**TITLE:** Phased Building Strata Title  
**CONDITION:**  
 • Each Eagle constructed as a 'Strata Phase' so each building can be completed then surveyed and occupied  
 • 50% of Apartments for long-term and short-term vacation rental or sale  
**NOTE:** Services, civils, stormwater, landscaping/planting will be phased to align with Phases

## PHASED DEVELOPMENT AGREEMENT

### Section 516 *Local Government Act*/Section 219 Covenant

This Agreement dated for reference the \_\_\_ day of \_\_\_\_\_ 2024.

BETWEEN:

#### DISTRICT OF UCLUELET

200 Main Street, Ucluelet, BC V0R 3A0

(the “**District**”)

AND:

**ERIF ECONOMIC RESTORATION INFRASTRUCTURE FUND INC.**, BC1319635.

2200, 885 Georgia St West, Vancouver, British Columbia, CA V6C 3E8

(the “**Developer**”)

#### GIVEN THAT:

- A. The Developer is contracted to become the owner of the Lands.
- B. The Developer has applied to amend the District of Ucluelet’s Zoning Bylaw Amendment Bylaw No. 1312, 2022 (the “**Zoning Bylaw**”) to permit the development on the Lands generally depicted on the Master Plan and in the Development Permit for the Lands.
- C. The owner has voluntarily provided Parkland in conjunction with the development of the Lands and no further parkland dedication is required.
- D. The Developer wishes to ensure that the provisions of the Zoning Amendment Bylaw continue to apply to the Lands for the Term.
- E. The Developer proposes to develop the Lands in six (6) phases (hereinafter individually referred to as “Phase A through F” respectively and jointly referred to as the “**Phases**”), of which Phases are shown on Schedule C.
- F. The Parties have agreed that the Lands will be developed in Phases and that all Works shall be provided in conjunction with the development of each of the Phases and in the sequence provided for in this Agreement.
- G. The Council of the District has, by the Phased Development Agreement Bylaw, authorized the making of this Agreement.
- H. Section 516 of the Local Government Act permits the entering into this Agreement pursuant to the Phased Development Agreement Bylaw; and
- I. The parties have agreed to register this Agreement in the Land Title Office under Section 219 of the *Land Title Act*.



**NOW THEREFORE** in consideration of the mutual promises set out in this Agreement, the Developer and the District agree pursuant to Section 516 of the *Local Government Act* as follows:

## **PART I – INTRODUCTION**

### **1. DEFINITIONS AND INTERPRETATION**

#### 1.1 In this Agreement:

“**Affiliate**” has the meaning set out in the *Business Corporations Act*.

“**Agreement**” means this Phased Development Agreement.

“**Approving Officer**” means the subdivision approval official appointed for that purpose under the provisions of the *Land Title Act*.

“**Development**” means the development of the Lands as generally depicted on the Master Plan.

“**Dwelling Unit**” shall have the meaning set out in the Zoning Bylaw.

“**Lands**” means the parcels of land legally described in Schedule A.

“**Master Plan**” means the plan for the Development of the Lands and attached to the Agreement as Schedule B.

“**Parkland**” means the parks and open space areas as shown on the plan attached as Schedule B depicting the lands currently owned by the Municipality.

“**Phase**” means a phase of the Development as depicted on the Phasing Plan, including all Works contemplated or required in connection with that Phase.

“**Phase A – F**” means that Phase of the Development labelled Phase A – F, as applicable, on the Phasing Plan, Schedule C.

“**Phased Development Agreement Bylaw**” means the bylaw authorizing the entering into of this Agreement pursuant to Section 516(1) of the Local Government Act.

“**Phasing Plan**” means the plan attached as Schedule C.

“**Security**” means cash or an unconditional, irrevocable and automatically renewing letter of credit issued by a chartered bank, to the satisfaction of the District.

“**Subdivide**”, “**Subdivided**” or “**Subdivision**” means to divide, apportion, consolidate, or subdivide the Lands or portion thereof, or the ownership or

right to possession or occupation of the Lands into two or more lots, strata lots, parcels, parts, portions, or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization, or development of “cooperative interests” or “shared interest in land” as defined in the *Real Estate Development Marketing Act*;

“**Term**” means the term of this Agreement set out in Article 5.1.

“**Works**” shall have the meaning set out in Article 7; and

“**Zoning Bylaw**” means the District’s Zoning Bylaw No. 1312, 2022, as amended, in place as of the date of adoption of the Phased Development Agreement Bylaw.

- 1.2 The headings and captions are for convenience only and do not form a part of this Agreement and shall not be used to interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions.
- 1.3 The word “including” when following any general term or statement is not to be construed as limiting the general term or statement to the specific items or matters set forth or to similar terms or matters but rather as permitting it to refer to other items or matters that could reasonably fall within its scope.
- 1.4 A reference to currency means Canadian currency.
- 1.5 A reference to a statute includes every regulation made pursuant thereto, all amendments to the statute or to any such regulation in force from time to time, and any statute or regulation that supplements or supersedes such statute or any such regulation.
- 1.6 A reference to time or date is to the local time or date in Ucluelet, British Columbia.
- 1.7 A word importing the masculine gender includes the feminine or neuter, and a word importing the singular includes the plural and vice versa.
- 1.8 A reference to approval, authorization, consent, designation, waiver, or notice means written approval, authorization, consent, designation, waiver or notice.
- 1.9 A reference to a section means a section of this Agreement unless a specific reference is provided to a statute.
- 1.10 The following Schedules are attached to and form part of this Agreement:
  - Schedule A Title
  - Schedule B Master Plan
  - Schedule C Phasing Plan

## **PART II – GENERAL CONDITIONS**

### **2. APPLICATION OF AGREEMENT**

- 2.1 THE DEVELOPER COVENANTS AND AGREES with the District that the Lands shall not be Developed, Subdivided, built on, used or occupied for any purpose whatsoever, except in strict accordance with this Agreement.

### **3. CONDITION PRECEDENT**

- 3.1 The obligations of the parties under this Agreement are subject to the Council of the District, in its sole and unfettered discretion, adopting the Amendment Bylaw, the Zoning Amendment Bylaw and the Phased Development Agreement Bylaw by on or before March 30, 2025, failing which this Agreement shall automatically terminate and be of no further force or effect. For certainty, the District confirms that it shall not register this Agreement on title to the Lands until the Amendment Bylaw, the Zoning Amendment Bylaw and the Phased Development Agreement Bylaw have been adopted.

### **4. SPECIFIED BYLAW PROVISIONS**

- 4.1 For the Term, any amendment or repeal of the Specified Bylaw Provisions shall not apply to the Lands, unless:
- (a) the changes fall within the limits established by Section 516(6) of the *Local Government Act*, being:
    - (i) changes to enable the District to comply with an enactment of British Columbia or of Canada.
    - (ii) changes to comply with the order of a Court or arbitrator or another direction in respect of which the District has a legal requirement to obey.
    - (iii) changes that, in the opinion of the District, are necessary to address a hazardous condition of which the District was unaware at the time it entered into this Agreement; and
    - (iv) other changes that may be made as a result of an amendment to Section 516(6) of the *Local Government Act*.
  - (b) this Agreement has been terminated pursuant to Article 6; or
  - (c) the Developer has agreed in writing that the changes to the Specific Bylaw Provisions apply.

## **5. TERM OF AGREEMENT**

- 5.1 Subject to Article 6, the Term of this Agreement is ten (10) years from the reference date of this Agreement.

## **6. TERMINATION**

- 6.1 The parties may terminate this Agreement at any time by mutual written agreement, and subsequently subject to the Council of the District adopting a bylaw to terminate this Agreement in accordance with the same procedures, terms and conditions required to adopt the Phased Development Agreement Bylaw.

- 6.2 If the Developer does not comply with any of the provisions of this Agreement other than as a result of or due to an act or omission of the District, the District may at its option terminate this Agreement before the expiry of the Term by providing notice in writing to the Developer, provided that:

- (a) in the case of a failure on the Developer's part to pay a sum, the District has, at least sixty (60) days prior to giving such notice, advised the Developer in writing of the alleged failure to pay or to provide the Security (the "**Default Notice**") and the Developer has not corrected the failure to the reasonable satisfaction of the District within that sixty (60) day period.
- (b) in the case of any other failure on the Developer's part to comply with this Agreement, the District has, at least sixty (60) days prior to giving such notice, provided the Developer with a Default Notice in respect of such failure, and the Developer has not corrected the failure or deficiency in performance to the reasonable satisfaction of the District within that sixty (60) day period; or
- (c) if a failure or deficiency requires longer than sixty (60) days to remedy, the Developer has failed to substantially commence remedying such failure or deficiency within sixty (60) days after receipt of the Default Notice to the reasonable satisfaction of the District and further has failed to diligently pursue remedying the failure or deficiency thereafter.

## **7. SERVICING AGREEMENT**

- 7.1 With respect to works and services, including the roads, not already constructed (the "**Works**") the Developer covenants and agrees that it will enter into a Works and services agreement with the District in accordance with the requirements of the District's Bylaw in effect as of the date of this Agreement.

## **8. DEVELOPMENT AND DEVELOPMENT PHASING**

- 8.1 Without limiting the generality of Section 2.1, the Developer covenants that it shall not develop the Lands, disturb the surface of the Lands, cut or damage vegetation on the Lands or Subdivide the Lands except in strict accordance with the terms of this Agreement and in accordance with the Master Plan, provided that this Agreement shall not prohibit the Developer from taking such steps from time to time and at any time during the Term as may reasonably be required to clear vegetation from roads, replace culverts, repair road washouts and otherwise address like matters with respect to the Lands.
- 8.2 Except as expressly provided in this Agreement, nothing in this Agreement shall relieve the Developer from any obligation or requirement arising under any applicable statute, bylaw or regulation in respect of the Subdivision and Development of the Lands, and without limiting the generality of the foregoing, the Developer shall remain fully responsible to ensure that the Development of the Lands is in full compliance with all requirements of the bylaws of the District including those respecting land development, zoning, subdivision and servicing. For certainty, nothing in this Agreement shall (a) relieve the District of the authority to utilize any contractual, statutory or common law remedy it may have to enforce this Agreement; or (b) be deemed to make the Developer responsible for ensuring bylaw compliance for any building construction completed on Subdivided portion of the lands transferred by the Developer to arm's length third parties.
- 8.3 Without limiting the generality of Section 8.2, in connection with any application for approval of Subdivision or Development of the Lands, the Developer must obtain all development permits required under the District's Official Community Plan, as amended from time to time, and in respect of any Subdivision must obtain the approval of the Approving Officer and must comply with all applicable enactments and bylaws in connection with that Subdivision.
- 8.4 The parties acknowledge that the Approving Officer is an independent statutory officer, and that nothing in this Agreement shall be interpreted as prejudicing or affecting the duties and powers of the Approving Officer in respect of any application to Subdivide the Lands.
- 8.5 The Developer shall develop Phase A and Phase B concurrently and Phase C, Phase D, Phase E and Phase F, all as shown on the Phasing Plan, sequentially, provided that the Developer may elect to proceed with any two sequential Phases concurrently (as examples and for illustrative purposes only, the Developer may elect to proceed with Phase D and Phase E concurrently, or may elect to proceed with Phase C and Phase D and Phase E concurrently).

## **PART III – DEVELOPMENT OF THE PHASES**

### **9. COMPLETION OF A PHASE**

- 9.1 The Developer shall only be obligated to deliver the building and all associated works, including but not limited to civil, stormwater, services, roadworks, retaining, landscaping and planting that is required to be delivered concurrently with the stage that is being constructed.
- 9.2 The Developer shall substantially complete each Phase of Development of the Lands, including any Works, and enter into all agreements necessary to secure such Works related to that Phase in accordance with the terms of this Agreement and as otherwise determined by the District, before proceeding to the next Phase of Development of the Lands.
- 9.3 A Phase shall be deemed to be substantially completed when:
- (a) the Developer has fulfilled all of the Developer's obligations under this Agreement related to such Phase; and
  - (b) all Works relating to such Phase have been completed to the satisfaction of the District and its Approving Officer.

### **10. TRAFFIC MANAGEMENT**

- 10.1 The Developer covenants and agrees with the District to design and construct an eastbound left turn lane (15m storage) required in the 10-year long term scenario simultaneously with the commencement of Phase F.

### **11. DEVELOPMENT PERMITS AND DEVELOPMENT COST CHARGES**

- 11.1 The Developer further covenants and agrees with the District:
- (a) that in addition to any requirements specified in this Agreement, any Development of Multiple Family Dwelling Units, or any commercial development, shall be required to obtain a development permit in accordance with the applicable Development Permit Guidelines of the District's Official Community Plan, as amended or replaced from time to time; and
  - (b) at the time at which each application to Subdivide the Lands, or portion thereof, is made to the District's Approving Officer or a completed building permit application is made to the District, to pay to the District all applicable development cost charges at the rate set out in the District's Development Cost Charges Bylaws in effect at the date such application is made.

## **PART IV – GENERAL TERMS AND CONDITIONS**

## **12. BINDING EFFECT**

12.1 During the Term, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and permitted assignees.

## **13. COSTS**

13.1 The Developer shall perform its obligations under this Agreement at its sole cost.

13.2 The Developer shall promptly on receipt of an invoice from the District reimburse the District for its legal fees incurred in relation to the Development of the Lands, including the drafting and negotiating of this Agreement and other necessary agreements.

## **14. DISTRICT'S RIGHTS AND POWERS**

14.1 Whenever in this Agreement the District is required or entitled to exercise any discretion in the granting or consent or approval, or is entitled to make any determination, take any action or exercise any contractual right or remedy, the District may do so in accordance with the contractual provisions of this Agreement and no public law duty, whether arising from the principles of procedural fairness or the rules of natural justice or otherwise, shall have any application in the interpretation or implementation of this Agreement except to the extent that such duty arises as a matter of public law.

14.2 Except as expressly set out in this Agreement, nothing in this Agreement shall prejudice or affect the rights and powers of the District in the exercise of its functions under the Community Charter or the *Local Government Act*, or any of its bylaws, or those of the Approving Officer of the District under the *Land Title Act*, *Strata Property Act* or *Bare Land Strata Regulations*.

## **15. DISPUTE RESOLUTION**

15.1 If a dispute arises between the parties in connection with this Agreement, the parties agree to use the following procedures as a condition precedent to any other party pursuing other available remedies:

(a) either party may notify the other by written notice("Notice of Dispute") of the existence of a dispute and a desire to resolve the dispute by mediation.

(b) a meeting will be held promptly between the parties, attended by the individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

- (c) if, within forty-eight (48) hours after such meeting or further such period as is agreeable to the parties (the "Negotiation Period"), the parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to mediation and to bear equally the costs of mediation.
- (d) the parties will jointly appoint a mutually acceptable mediator (who must be an expert in the subject matter of the dispute), within forty-eight (48) hours of the conclusion of the Negotiation Period.
- (e) the parties agree to participate in good faith in the mediation and negotiations for a period of 30 days following appointment of the mediator or for such longer period as the parties may agree; and
- (f) if the parties are not successful in resolving the dispute through mediation, either party may pursue recourse through the Courts, or, if the parties are agreeable, the dispute will be settled by a single arbitrator in accordance with the *Arbitration Act, 2020,c.2*.

15.2 In no event shall Section 15.1 be construed as impeding or affecting the District's authority to enforce its Zoning Bylaw and other regulatory bylaws.

## **16. DISTRICT'S REPRESENTATIVE**

16.1 Any opinion, decision, act or expression of satisfaction or acceptance provided for in this Agreement may be taken or made by the District's Approving Officer unless expressly provided to be taken or made by another official of the District.

## **17. GOVERNING LAW**

17.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, which shall be deemed to be the proper law hereof.

## **18. INSPECTION**

18.1 The Developer agrees that the District may, by its officers, employees, contractors and agents, enter upon the Lands and within all buildings and structures thereon at all reasonable times for the purpose of ascertaining compliance with this Agreement.

## **19. WAIVER**

19.1 No provision of this Agreement is to be considered to have been waived by the District unless the waiver is expressed in writing by the District. The waiver by the District of any breach by any of the other parties of any provision is not construed as or constitutes a waiver of any further or other breach.



## **20. SPECIFIC PERFORMANCE**

20.1 The Developer acknowledges and covenants and agrees with the District that because of the public interest in ensuring that all of the matters described in this Agreement are complied with, the public interest strongly favours the award of a prohibitory or mandatory injunction, or an order for specific performance or other specific relief, by the Supreme Court of British Columbia at the instance of the District, in the event of an actual or threatened breach of this Agreement.

## **21. DEVELOPER'S ACKNOWLEDGEMENTS**

21.1 The Developer acknowledges and agrees that:

- (a) nothing contained or implied herein shall prejudice or affect the rights and powers of the District in the exercise of its functions under any public and private statutes, bylaws, orders and regulations, all of which, may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Developer.
- (b) this Agreement does not:
  - (i) affect or limit any enactment applying to the Lands; or
  - (ii) relieve the Developer from complying with any enactment.
- (c) the covenants set forth herein shall charge the Lands pursuant to Section 219 of the *Land Title Act* and shall be covenants the burden of which shall run with the Lands.
- (d) the benefit of all covenants made by the Developer herein shall accrue solely to the District and that this Agreement may be modified by agreement of the District with the Developer, or discharged by the District, pursuant to the provisions of Section 219 of the *Land Title Act*; and
- (e) the covenants, promises and agreements herein contained have been made as contractual obligations as well as being made pursuant to Section 219 of the *Land Title Act* and as such this Agreement shall be binding upon the Developer and their respective heirs, executors, administrators, successors and assigns.
- (f) there is an agreed commitment by the District and the Developer to provide a minimum of 30% Affordable/ Attainable housing on the Lands as outlined in Schedule E and provided in the Housing Agreement.

## **22. INDEMNITY AND RELEASE**

- 22.1 The Developer shall indemnify and keep indemnified the District from any and all claims, causes of action, suits, demands, fines, penalties, costs, deprivation, reasonable expenses or legal fees whatsoever, whether based in law or equity, whether known or unknown, which anyone has or may have against the District or which the District incurs as a result of any loss, damage or injury, including economic loss or deprivation, arising out of or connected with any breach by the Developer of this Agreement.
- 22.2 The Developer hereby releases, saves harmless and forever discharges the District of and from any claims, causes of action, suits, demands, fines, penalties, costs, deprivation, reasonable expenses or legal fees whatsoever which the Developer can or may have against the District, whether based in law or equity, whether known or unknown, for any loss, damage or injury, including economic loss or deprivation, that the Developer may sustain or suffer arising out of or connected with this Agreement, including the restrictions and requirements of this Agreement, and the development of the Lands as contemplated under this Agreement, or any breach by the Developer of any covenant in this Agreement, save and except as a result of any breach by the District of this Agreement.
- 22.3 The indemnity and release provisions of Article 22.1 and 22.2 shall survive the expiry of the Term or earlier termination of this Agreement.

### **23. ASSIGNMENT OF AGREEMENT**

- 23.1 The Developer shall be permitted to assign its interest in this Agreement as it relates to the Lands or any portion thereof with the prior written consent of the District, such consent to be in the sole and absolute discretion of the District provided that the Developer shall be entitled to assign this Agreement without the consent of, but with notice to, the District to (a) an Affiliate of the Developer, or (b) a successor developer of the whole of the Lands then owned by the Developer (such party constituting a member of a class of persons identified in this Agreement, as contemplated in section 517(5)(b) of the *Local Government Act*); each being an "Assignee", and no further assignment shall be permitted by an Assignee except with the consent of the District as described above.

### **24. AMENDMENT OF AGREEMENT**

- 24.1 Subject to Article 24.2, the parties may in writing agree to Minor Amendments to this Agreement. For the purposes of this Agreement, a "Minor Amendment" is an amendment to Schedules B to D, inclusive.
- 24.2 The District may authorize a Minor Amendment by resolution of the District's Council, and without having to adopt a bylaw or hold a public hearing. Despite the previous sentence, prior to authorizing a Minor Amendment, the District's

Council may convene a public hearing or other proceeding for the purpose of determining the opinion of members of the public to the proposed Minor Amendment, notwithstanding that such a hearing or other proceeding is not required by the Local Government Act, and the Developer agrees to participate in such hearing or other proceeding for the purpose of providing information to the public on the proposed Minor Amendment.

## **25. DISCHARGE OF AGREEMENT**

25.1 Provided the District is satisfied the obligations to be performed as set out in this Agreement with respect to such portion of the Lands have been delivered and performed, as applicable, and further provided the District is satisfied it is appropriate for this Agreement to be discharged from such portion of the Lands having regard to the future development potential of such portion of the Lands, the District shall execute in registrable form and deliver to the Developer a discharge of this Agreement, provided by the Developer to the District from:

- (a) title to all legal parcels within a Phase that has been substantially completed in accordance with Section 9; and
- (b) title to any strata lot or conventional subdivision lot concurrently with the deposit at the Land Title Office of the strata plan or conventional subdivision plan creating title to such strata lot or conventional subdivision lot.

## **26. NOTICE**

26.1 Any notice permitted or required by this Agreement to be given to either party must be in writing and delivered or mailed to that party at the address set out above (or to any other address provided in writing).

## **27. TIME**

27.1 Time is to be the essence of this Agreement.

## **28. RELATIONSHIP OF PARTIES**

28.1 No provision of this Agreement shall be construed to create a partnership or joint venture relationship, an employer-employee relationship, a landlord-tenant, or a principal-agent relationship as between the District and the Developer.

## **29. INTEGRATION**

29.1 This Agreement, including the Schedules, contains the entire agreement and understanding of the parties with respect to the matters contemplated by this Agreement and supersedes all prior and contemporaneous agreements between them with respect to such matters.

**30. SURVIVAL**

30.1 All representations and warranties set forth in this Agreement and all provisions of this Agreement, the full performance of which is not required prior to a termination of this Agreement, shall survive any such termination and be fully enforceable thereafter.

**31. NOTICE OF VIOLATIONS**

31.1 Each party shall promptly notify the other party of any matter which is likely to continue or give rise to a violation of its obligations under this Agreement.

**32. SEVERABILITY**

32.1 Each article of this Agreement shall be severable. If any provision of this Agreement is held to be illegal or invalid by a Court of competent jurisdiction, the provision may be severed, and the illegality or invalidity shall not affect the validity of the remainder of this Agreement.

**33. COUNTERPARTS**

33.1 This Agreement may be executed in counterparts with the same effect as if both parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.

**IN WITNESS WHEREOF** the parties hereto have set their hands and seals as of the day and year first above written.

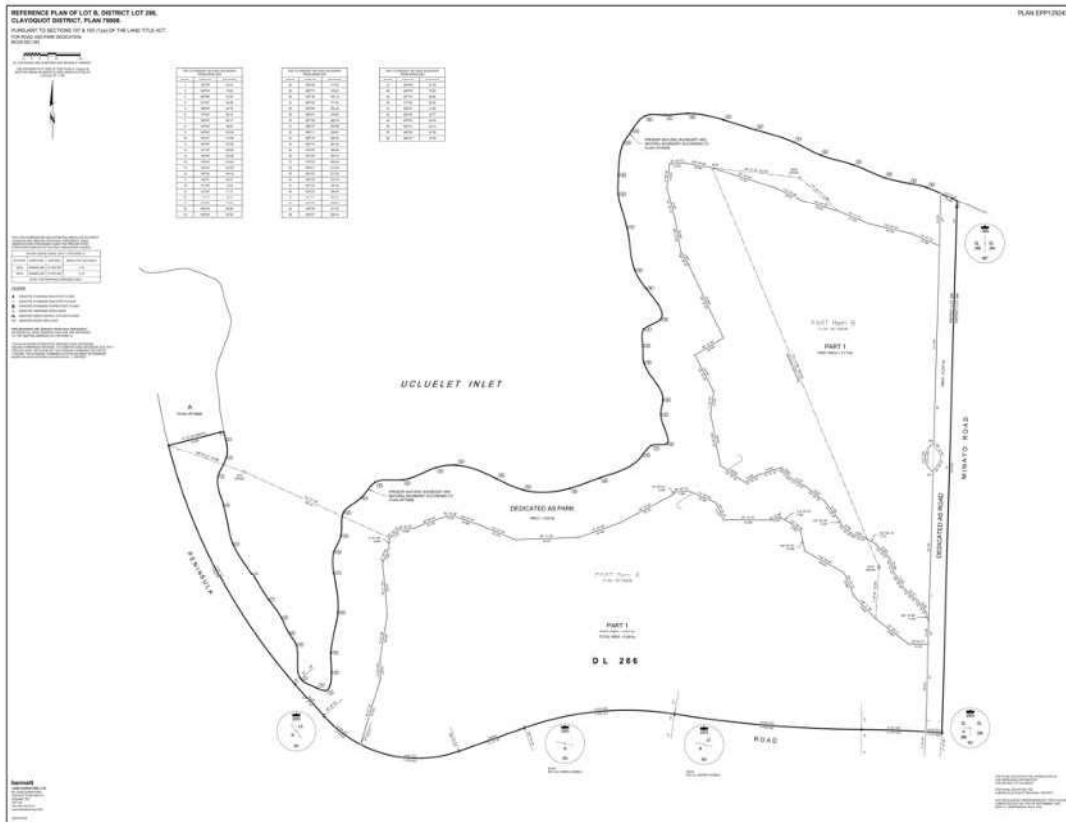
DISTRICT OF UCLUELET by its authorized	)	ERIF ECONOMIC RESTORATION )
Signatories:	)	INFRASTRUCTURE FUND INC )
_____	)	by its authorized Signatory: )
Mayor	)	)
_____	)	_____ )
Corporate Officer	)	Director

**SCHEDULE A**

THE LANDS

Parcel Identifier: 032-135-084

Lot 1 District Lot 286 Clayoquot District Plan Epp129243.



LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**

Certificate Number: STSP4075450

Lukas Jones  
261 Portsmouth Drive  
Victoria BC V9C 1S1  
Pick up by: Lukas Jones

A copy of this State of Title Certificate held by the land title office can be viewed for a period of one year at <https://sps.lta.ca/cert> (access code 205992).

I certify this to be an accurate reproduction of title number **CB1104098** at 07:47 this 17th day of September, 2024.

  
REGISTRAR OF LAND TITLES



<b>Title Issued Under</b>	SECTION 94 LAND TITLE ACT
<b>Land Title District</b> Land Title Office	VICTORIA VICTORIA
<b>Title Number</b> From Title Number	CB1104098 CA9507545
<b>Application Received</b>	2024-01-05
<b>Application Entered</b>	2024-01-15
<b>Registered Owner in Fee Simple</b> Registered Owner/Mailing Address:	MINATO DEVELOPMENT CORP., INC. NO. BC1281485 2642 - 140 STREET SURREY, BC V4P 2H9
<b>Taxation Authority</b>	Uctuelat, District of

LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**

Certificate Number: STSR4075460

**Description of Land**

Parcel Identifier: 032-135-084  
Legal Description:  
LOT 1 DISTRICT LOT 286 CLAYOQUOT DISTRICT PLAN EPP129243

**Legal Notations**

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 14 OF THE LOCAL GOVERNMENT ACT, SEE CA8633160

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 14 OF THE LOCAL GOVERNMENT ACT, SEE WX2153294

**Charges, Liens and Interests**

Nature: COVENANT  
Registration Number: EV124432  
Registration Date and Time: 2003-10-17 09:41  
Registered Owner: CORPORATION OF THE DISTRICT OF UCLUELET  
Remarks: INTER ALIA PART

Nature: COVENANT  
Registration Number: CA8532151  
Registration Date and Time: 2020-10-29 14:12  
Registered Owner: DISTRICT OF UCLUELET

Nature: MORTGAGE  
Registration Number: CA9620859  
Registration Date and Time: 2022-01-05 12:57  
Registered Owner: JONATHAN MARA  
LESLIE JOAN MARA  
AS JOINT TENANTS

Nature: ASSIGNMENT OF RENTS  
Registration Number: CA9620860  
Registration Date and Time: 2022-01-05 12:57  
Registered Owner: JONATHAN MARA  
LESLIE JOAN MARA  
AS JOINT TENANTS

Nature: MORTGAGE  
Registration Number: CA9883770  
Registration Date and Time: 2022-04-27 16:41  
Registered Owner: GUARDIAN ANGEL CONSULTANTS LTD.  
INCORPORATION NO. BC0806482



LAND TITLE OFFICE  
**STATE OF TITLE CERTIFICATE**

Certificate Number: STSR4075460

Nature: ASSIGNMENT OF RENTS  
Registration Number: CA9883771  
Registration Date and Time: 2022-04-27 16:41  
Registered Owner: GUARDIAN ANGEL CONSULTANTS LTD.  
INCORPORATION NO. BC0806482

Nature: COVENANT  
Registration Number: CB365207  
Registration Date and Time: 2022-11-30 15:14  
Registered Owner: DISTRICT OF UCLUELET

Nature: PRIORITY AGREEMENT  
Registration Number: CB365208  
Registration Date and Time: 2022-11-30 15:14  
Remarks: GRANTING CB365207 PRIORITY OVER CA9620859 AND  
CA9620860

Nature: PRIORITY AGREEMENT  
Registration Number: CB365209  
Registration Date and Time: 2022-11-30 15:14  
Remarks: GRANTING CB365207 PRIORITY OVER CA9883770 AND  
CA9883771

**Duplicate Indefeasible Title** NONE OUTSTANDING

**Transfers** NONE

**Pending Applications** NONE

*This certificate is to be read subject to the provisions of section 23(2) of the Land Title Act(R.S.B.C. 1996 Chapter 250) and may be affected by sections 50 and 55-58 of the Land Act (R.S.B.C. 1996 Chapter 245).*



# SCHEDULE C

## PHASING PLAN

### PHASING OF THE DEVELOPMENT



#### PHASE A - LOT 1: PART 1 - Attainable Home Sales - Below Market Homeownership

**NO OF BUILDINGS:** 7 Multiplex Buildings  
**NO OF KEYS:** 29 Keys  
**CONFIGURATION:** 2 x 1-bedroom | 13 x 2-bedroom | 14 x 3-bedroom \*  
 \* 3-bedroom apartments include a mortgage helper suite for long term rent to offset mortgage costs to attainable level but are not counted separately.  
**CONSTRUCTION METHOD:** IGV-Nexus Six (6) Eagle 1 & One (1) Eagle 3  
**TITLE:** Phased Building Strata  
**CONDITIONS:**  
 • Each Eagle constructed as a 'Strata Phase' so each building can be completed then surveyed and occupied to provide accommodation promptly  
 • Phase A construction concurrent with Phase B  
**NOTE:** Services, civils, stormwater, landscaping / planting will be phased to align with Phases

#### PHASE B - LOT 3: Waterfront Homes

**NO OF BUILDINGS:** 11 x Waterfront Family Homes  
**NO OF KEYS:** 11 - Designed with option for intergenerational living with self-contained suite available for long-term and/or short-term rentals  
**CONFIGURATION:** 11 suites | 11 x 3-6 bedroom  
**CONSTRUCTION METHOD:** Standard construction  
**TITLE:** Fee Simple Subdivision (Home Association) or Bare Land Strata as accessed by common lot being private road entry  
**CONDITION:** Phase B construction concurrent with Phase A  
**NOTE:** Services, civils, stormwater, landscaping/planting will be phased to align with Phases

#### PHASE C - LOT 4: Commercial Precinct

**NO OF BUILDINGS:** 1 Commercial  
**CONFIGURATION:**  
 • 600m2 Ground Floor - Retail - Cafe, Store, Etc.  
 • 600m2 Upper Floor - Offices  
**CONSTRUCTION METHOD:** Standard construction  
**TITLE: Building Strata: Commercial**  
**NOTE:** Services, civils, stormwater, landscaping/planting will be phased to align with Phases

Phases D and E may be accelerated when government funding becomes available and there is sufficient demand for rentals and sales.

#### PHASE D - LOT 2: PART 1: Affordable Rentals - 30% of Keys Affordable Rentals

**NO OF BUILDINGS:** 6 Multiplex Buildings  
**NO OF KEYS:** 39 Keys  
**CONFIGURATION:** 12 x suites | 6 x 1-bedroom | 21 x 2-bedroom  
**CONSTRUCTION METHOD:** IGV-Nexus Three (3) Eagle 1 & Three (3) Eagle 3  
**TITLE:** Fee Simple Subdivision - Held on one title for affordable and attainable rentals  
**TIMING:** Subject to government funding and approval timing  
**CONDITION:** Each Eagle constructed as a 'Strata Phase' so each building can be completed then surveyed and occupied  
**NOTE:** Services, civils, stormwater, landscaping/planting will be phased to align with Phases

#### PHASE E - LOT 2: PART 2: Affordable Rentals - 30% of Keys Affordable Rentals

**NO OF BUILDINGS:** 10 Multiplex Buildings  
**NO OF KEYS:** 68 Keys  
**CONFIGURATION:** 20 Suites | 16 x 1-bedroom | 32 x 2-bedroom  
**CONSTRUCTION METHOD:** IGV-Nexus Two (2) Eagle 1 & Eight (8) Eagle 3  
**TITLE:** Fee Simple Subdivision - Held on one title for affordable and attainable rentals  
**TIMING:** Subject to government funding and commencing when grant funding received and Phase D (Lot 2: Part 1) have demand sufficiently met for funding to proceed  
**CONDITION:** Each Eagle constructed as a 'Strata Phase' so each building can be completed then surveyed and occupied  
**NOTE:** Services, civils, stormwater, landscaping/planting will be phased to align with Phases

#### PHASE E - LOT 1: PART 2: Attainable Home Sales - Below Market Homeownership

**NO OF BUILDINGS:** 11 Multiplex Buildings  
**NO OF KEYS:** 46 Keys  
**CONFIGURATION:** 4 x 1-bedroom | 20 x 2-bedroom | 22 x 3-bedroom\*  
 \* 3-bedroom apartments include a mortgage helper suite for long term rent to offset mortgage costs to attainable level but are not counted separately  
**CONSTRUCTION METHOD:** IGV-Nexus Nine (9) Eagle 1 & Two (2) Eagle 3  
**TITLE:** Phased Building Strata Title  
**CONDITION:**  
 • Each Eagle constructed as a 'Strata Phase' so each building can be completed then surveyed and occupied.  
 • Subject to and commencing after Attainable Homes in Phase A (Lot 1 Part 1) have demand sufficiently met for funding to proceed  
**NOTE:** Services, civils, stormwater, landscaping/planting will be phased to align with Phases

#### PHASE F - LOT 5: Market Apartments: Market Rentals and Sales

**NO OF BUILDINGS:** 10 Multiplex Buildings  
**NO OF KEYS:** 58 Keys  
**CONFIGURATION:** 14 Suites | 8 x 1-bedroom | 30 x 2-bedroom | 6 x 3-bedroom  
**CONSTRUCTION METHOD:** IGV-Nexus Eight (8) Eagle 1 & Two (2) Eagle 3  
**TITLE:** Phased Building Strata Title  
**CONDITION:**  
 • Each Eagle constructed as a 'Strata Phase' so each building can be completed then surveyed and occupied  
 • 50% of Apartments for long-term and short-term vacation rental or sale  
**NOTE:** Services, civils, stormwater, landscaping/planting will be phased to align with Phases

## SCHEDULE D

### COMMITMENT TO AFFORDABLE / ATTAINABLE HOUSING

#### **ERIF's Commitment to Community: A Heartfelt Mission**

At ERIF Housing Association (our not-for-profit arm), we believe true social impact begins by empowering communities through housing that is both accessible and sustainable. Our mission is to build vibrant, inclusive neighborhoods that embody the values of equality and opportunity.

With price-regulated, locally prioritized apartments, we're doing more than addressing Ucluelet's housing shortage—we're investing in its long-term prosperity. Serenity Landing is the cornerstone of this vision, offering a blend of affordable and market rentals, attainable homeownership, and market sales, all within a beautifully integrated community.

Rezoning of the property at 221 Minato Road to a new Comprehensive Development Zone will enable the development of 251 home units and a commercial zone.

After subdivision ERIF will create Lot 1 planned for 75 home units for 'Attainable' home ownership with criteria for sale, eligibility to purchase, use and management overseen by the not-for-profit ERIF Housing Association and the Serenity Landing Housing Committee (EHA Ucluelet Local Community Board).

Subdivision of the land to create Lot 2 unlocks plans for 107 home units, with at least 30% being dedicated as 'Affordable' rentals bound by criteria and rental caps under the terms of government grant funding 'CMHC Affordable Housing Fund'. The balance of home units on Lot 2 will be rented at an 'attainable' rental rate with eligibility established and overseen by the not-for-profit ERIF Housing Association and the Serenity Landing Housing Committee (EHA Ucluelet Local Community Board).

ERIF has offered to enter a Housing Agreement for the subdivided Land of proposed Lot 1 and Lot 2, submitting plans for 182 home units to be sold or rented at an 'attainable' level, as defined in the Housing Agreement, or rented as 'affordable' rental under grant funding terms. This represents at least 70% of the developed home units on the total proposed development of 251 homes on 221 Minato Road. ERIF reserves the right to adjust the number and percentage of affordable and attainable rentals and sales proportionately in the event that final housing unit numbers approved, funded or able to be constructed on Lot 1 and Lot 2 fall below 182 home units.

The Serenity Landing Attainable Homeownership Initiative is proof of our commitment to community growth, stability, and resilience. Born out of the need to replace BC Housing's canceled affordable homeownership program, and in close partnership with Ucluelet's

municipality, mayor, and council, we've crafted a clear path for local families and businesses to secure high-quality homes at attainable, below-market prices.

We understand that a community's economic strength is linked to its people and the businesses they support. High-quality housing and an attractive lifestyle are key to retaining a skilled workforce. By prioritizing both, ERIF is fostering an environment where people can grow their futures and where the community's social good is at the heart of everything we do.

Together, we're transforming Ucluelet into a place where everyone can thrive, ensuring the future is built on a foundation of opportunity, connection, and community spirit.



**KERR WOOD LEIDAL**  
consulting engineers

Greater Vancouver  
300 – 4185 Still Creek Drive  
Burnaby, BC V5C 6G9  
T 604 294 2088

# Flood Assessment 221 Minato Road, Ucluelet

**Final Report**  
**December 4, 2024**  
**KWL Project No. 4558.001**

**Prepared for:**  
**ERIF Economic Restoration Infrastructure Fund**



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## Executive Summary

ERIF Economic Restoration Infrastructure Fund (ERIF) plans to subdivide and develop the waterfront property at 221 Minato Road, Ucluelet, BC with a mix of multi-family residential, single-family residential and commercial real estate. Based on District of Ucluelet mapping, the property is known to be partially in the tsunami flood hazard zone. To support a subdivision application, the District of Ucluelet (DoU) have requested a flood assessment and assurance statement. ERIF have retained Kerr Wood Leidal Associates to conduct coastal storm and tsunami flood assessments for the project site, which are summarized in this report.

The project site is located on Olsen Bay, within Ucluelet Inlet, on the West Coast of Vancouver Island. The 10 hectare site is irregularly shaped. There is a 30 m wide riparian buffer (DoU parkland) between the site and the Bay so that the property is not directly fronting on the ocean. The shared boundary with the riparian buffer is approximately 1,000 m long. A five-lot subdivision is proposed. Lot 1 and 2 (multi-family residential) and Lot 4 (commercial) are up-slope on the project site, with an elevation ranging from 6 to 15 m. Lot 5 (multi-family residential) is somewhat down-slope with an elevation ranging from 6 to 10 m. Lot 3 borders the waterfront riparian zone, with an elevation of 5 to 7 m. None of the buildings on these lots are proposed to serve as tsunami refuge structures.

Previous work, completed by the District of Ucluelet, generated coastal storm and tsunami flood hazard maps. Based on this work, the DoU have included coastal storm Flood Construction Levels (FCLs) in their Official Community Plan bylaw. The bylaw does not provide similar tsunami Flood Construction Levels. An interim policy statement from the DoU makes allowance for development in the tsunami flood hazard area provided a flood assessment is conducted by a qualified professional (QP) according to provincial guidance, and that the QP identifies safe building conditions for each lot.

Coastal storm flood hazard at the project site was assessed based on the FCL maps published in the DoU bylaws. A FCL of 4.3 m CGVD28 is indicated at the project site. The coastal storm setback limit is contained mostly within the riparian buffer zone but limit does make small incursions into the project site at two locations.

Regulatory and professional practice guidance for development in tsunami flood hazard areas is still developing. This assessment makes use of guidance in Provincial and Engineers and Geoscientists of British Columbia (EGBC) documents, however it is noted that this guidance has been developed primarily for riverine and coastal storm flooding applications. Where necessary the assessment is supported by literature from additional sources and the professional opinion of the authors. Importantly, this assessment is based on a single very large rupture of the Cascadia Subduction Zone (CSZ), and includes the effects of rupture-induced subsidence, high tide, and relative sea level rise. The tide level is specified 0.9 m higher than minimum recommended guidance, which introduces conservatism in the hazard estimates and has an effect similar to adding a freeboard.

Tsunami flood hazard for the project site was initially assessed based on the existing site topography. For the design tsunami, the maximum water level over the project site (including subsidence) was found to be 10.7 m CGVD28. In this scenario Lots 1, 2, 4, and 5 are partially inundated, while Lot 3 is near-fully inundated.

To mitigate tsunami hazard, ERIF have proposed to use landfill supported by retaining walls to raise Lots 1, 2, 4, and 5 to the lot-specific tsunami FCL, 10.7 m CGVD28. They have proposed to structurally raise the houses of Lot 3 on columns to the lot-specific tsunami FCL, 9.7 to 10.6 m CGVD28. The effect of these building mitigation measures was assessed by modifying the tsunami model to represent the proposed land raising. The results of the modelling show that the land raising is effective at protecting Lots 1, 2, 4, and 5 from flooding during the design tsunami event.

While the proposed raising of houses in Lot 3 will lower their risk of damage, the flood hazard during the design tsunami flood event would still be high. Based on the regulatory guidance available, it was judged that a risk assessment was required to justify the development of this Lot. A simple risk assessment was conducted to



quantify the risk to people and property. A key assumption in this assessment is that all residents will be instructed to evacuate in the event of a tsunami, and that a well-developed evacuation plan is in place. The risk assessment estimated a 1:142,000 chance of death annually due to tsunami, and the DoU has confirmed that they will tolerate this risk level for the development of Lot 3.

A flood mitigation plan was developed with a number of requirements focused on minimizing coastal and tsunami flood risk. The plan is the same for Lots 1, 2, 4, and 5, and slightly different for Lot 3. These mitigation plans include both building mitigation measures and planning mitigation measures. Of significant importance is that the Strata Council for each lot develops an emergency management plan which directs residents to evacuate during a tsunami event. Refer to Section 7 for details on the flood mitigation plan.

Based on the findings of this report and subject to implementation of the flood mitigation plan of Section 7, we assure that the proposed subdivision and development may be *used safely for the use intended*. With this statement we mean that the coastal and tsunami flood risk to the development falls below the DoU's stated threshold. A flood assurance statement is provided in Appendix E which formalizes this statement.



## 1. Introduction

It is understood that ERIF Economic Restoration Infrastructure Fund (ERIF) plans to subdivide and develop the waterfront property at 221 Minato Road, Ucluelet, BC (the project site) with a mix of multi-family residential, single-family residential and commercial real estate.

Tsunami hazard mapping published by the District of Ucluelet (DoU) in 2020 indicates that portions of this property are within the tsunami flood hazard zone [1]. Consequently, the DoU Approving Officer has stated:

*For subdivision, development permit and/or building permit, the District will need to receive a Flood Assurance Statement sealed by a qualified professional meeting the Provincial requirements to allow new development in identified flood risk areas.*

ERIF have retained Kerr Wood Leidal Associates Ltd. (KWL) to provide coastal engineering support for this project. This report provides an assessment of the coastal storm and tsunami flood hazards, a risk assessment of the proposed development, and a summary of proposed flood mitigation measures. The findings of this report will support the issuance of a Flood Assurance Statement.

### 1.1 Project Site

The project site is located on Olsen Bay, within Ucluelet Inlet, on the West Coast of Vancouver Island (see Figure 1-1). The site is within the District of Ucluelet. The 10 hectare site is irregularly shaped. There is a 30 m wide riparian buffer (DoU parkland) between the site and the Bay so that the property is not directly fronting on the ocean. The shared boundary with the riparian buffer is approximately 1,000 m long (see Figure 1-2). The property is bisected by a small creek. A second creek intersects its southern margin. The southern portion of the property slopes steeply from the shoreline to elevations greater than 10 m CGVD28. The northern portion of the property slopes more gently from the shoreline and eventually plateaus at approximately 8 m CGVD28. The property is subject to coastal storm and tsunami flood hazards from the sea, and riverine flood hazards from the two small creeks.

The boundaries of the proposed five lot subdivision are shown in Figure 1-2. The proposed development plan is shown in Appendix A. The proposed uses of each lot area as follows:

- Lot 1: Multi-family residential (75 units)
- Lot 2: Multi-family residential (107 units)
- Lot 3: Single-family residential (11 units)
- Lot 4: Commercial
- Lot 5: Multi-family residential (58 units)

It is understood that each lot will be under strata title and each managed with a separate strata council.

ERIF understands that the project site is within the tsunami hazard area and the proposed development plan reflects some initial building mitigation measures to support mitigating tsunami risk:

- Ground level on Lots 1, 2, 4, and 5 will be raised above the tsunami flood construction level using tsunami-resistant retaining walls.
- Homes on Lot 3 will be raised above the tsunami flood construction level on a tsunami-resistant platform that would allow the tsunami to flow below the buildings.

It is understood that these measures are intended to reduce damage to these buildings, and that the buildings will not serve as tsunami refuge structures.



## 1.2 Project Understanding

The main goals of this work are to assess the coastal storm and tsunami flood hazards at the project site, evaluate the proposed development, and develop a set of conditions under which the development could be considered *suitable for the intended use*. This involves the following tasks:

- Specification of design coastal storm and tsunami events, including the flood levels, and estimation of the associated flood hazards.
- Evaluation of the adequacy of the initial proposed building mitigation measures, and consideration of the possible need for supplemental building mitigation measures.
- Evaluation of the flood risk based on the proposed development plan, including proposed mitigation measures.
- Confirmation that the flood risk is acceptable based on the DoU's tolerance for risk.
- Preparation of a flood mitigation plan that incorporates the proposed building mitigation measures, appropriate planning mitigation measures.
- Completion of a Flood Assurance Statement confirming the site is suitable for the intended use.

## 1.3 Key Terminology

Term	Abbreviation	Description
Building Mitigation Measures	-	Flood mitigation measures which are implemented through engineering of the built environment
Planning Mitigation Measures	-	Flood mitigation measures which are implemented through planning mechanisms such as bylaws, control of land use and emergency management actions.
Tsunami Flood Level	TFL	The maximum water level during the tsunami relative to a fixed vertical datum, plus the rupture-induced land subsidence relative to that same datum. Includes the effects of tides and relative sea level rise.
Tsunami Flood Reference Plane	TFRP	Equivalent to Tsunami Flood Level.
Tsunami Flood Construction Level	-	The Tsunami Flood Level plus any appropriate freeboard or safety factor.
Coastal Storm Flood Level	CFL	The maximum wave runup elevation during the design storm. Includes the effects of tides, surge, and sea level rise.
Coastal Storm Flood Construction Level	-	The Coastal Storm Flood Level plus an appropriate freeboard, usually 0.6 m.
Flood Construction Level	FCL	Uses the Flood Level (coastal or tsunami) plus an allowance for Freeboard to establish the elevation of the underside of a wooden floor system or top of concrete slab for habitable buildings

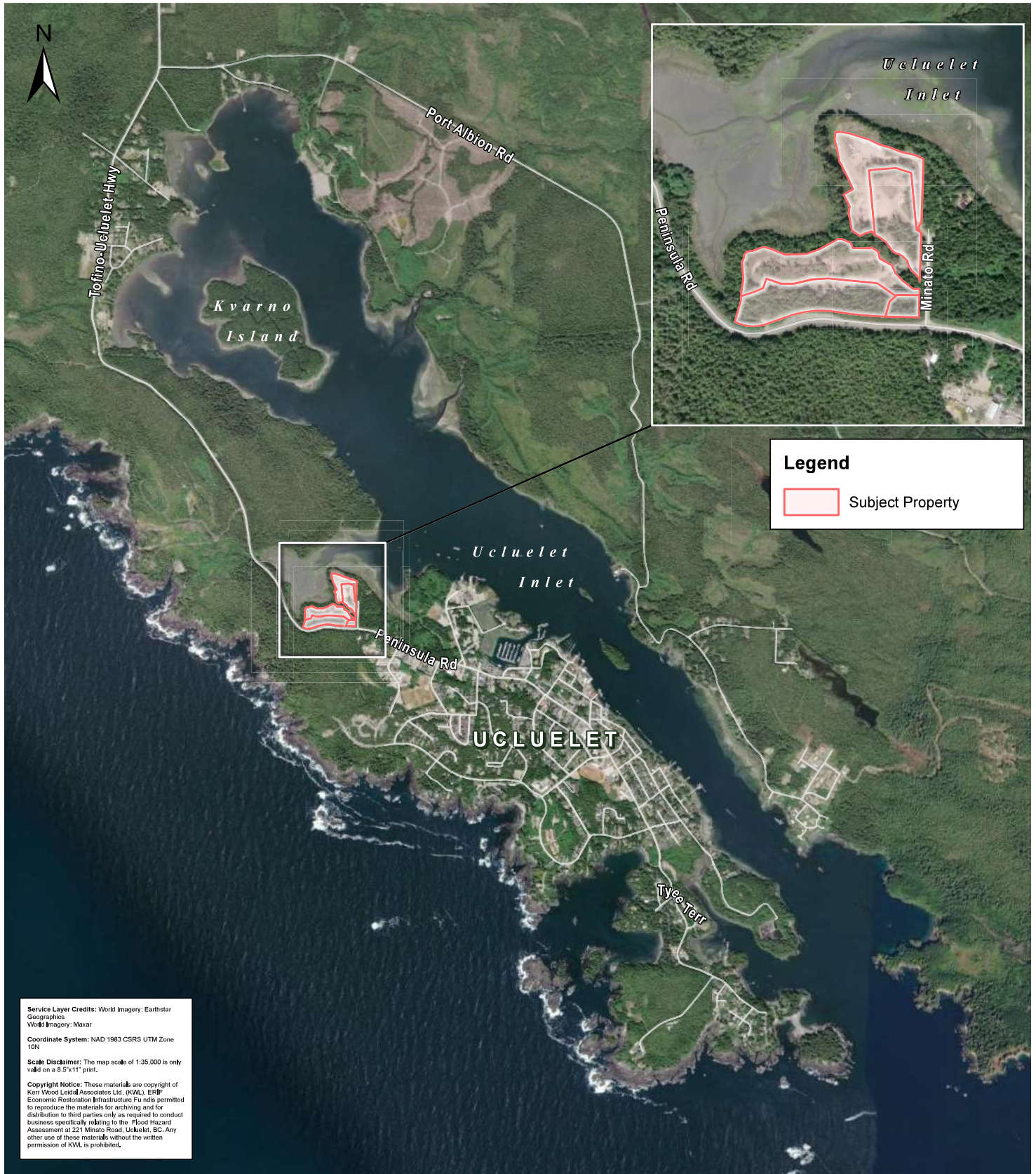


Term	Abbreviation	Description
Natural Boundary		Means the visible high watermark of any lake, river, stream or other body of water where the presence and action of the water are so common and usual and so long continued in all ordinary years as to mark upon the soil of the bed of the lake, river, stream or other body of water a character distinct from that of the banks thereof, in respect to vegetation, as well as in respect to the nature of the soil itself (BC Land Act, Section 1).
Present Natural Boundary	PNB	The present state of the Natural Boundary.
Future Natural Boundary	FNB	The future state of the Natural Boundary.

## 1.4 Datum

Vertical elevations in this report are specified relative to a vertical datum. Generally Canadian Geodetic Vertical Datum of 1928 (CGVD28) is used except where referencing elevations from other sources.

# ERIF Economic Restoration Infrastructure Fund Flood Hazard Assessment at 221 Minato Road, Ucluelet, BC



Project No. 4558.001

Date November 2024

Scale 1:35,000

0 250 500 1,000 m

## Project Location

Figure 1-1

# ERIF Economic Restoration Infrastructure Fund Flood Hazard Assessment at 221 Minato Road, Ucluelet, BC



Project No. 4558.001  
Date November 2024  
Scale 1:2,500  
0 12.5 25 50 m

## Project Site Map

Figure 1-2



## 2. Background

### 2.1 Previous Work

In 2020, Ebbwater Consulting and Cascadia Coast Research completed coastal flood hazard mapping for the District of Ucluelet [1]. This mapping included coastal storm and tsunami flood hazard mapping. Many scenarios were modelled and several were mapped. Coastal storm flood levels, including the effects of sea level rise, tides, storm surge, and waves, were determined for each combination of the following parameters:

- Relative sea level rise: 0 m, 0.5 m, 1.0 m, and 2.0 m
- Return period: 15, 50, 100, 200 and 500 years

For tsunami, five different tsunami scenarios generated from the Cascadia Subduction Zone (CSZ) were modelled based on fault rupture models developed in 2018 by the University of Victoria and the Geological Survey of Canada [2]. These included one buried rupture, two trench breaching, and two splay faults. All fault ruptures are based on 500 years of fault locking and stress accumulation and a rupture along the full linear extent of the CSZ. The flood levels calculated as part of this work were tabulated for shoreline reaches surrounding Ucluelet. Based on the flood levels at Transect 24, the closest to the project site, the tsunami flood levels are much higher than the coastal storm flood levels, by a factor of about 2.

In 2022 Ebbwater Consulting completed a technical report for a previous owner of the project site. The report proposed Tsunami Flood Construction Levels at the project site [3]. This work was based on the results of the 2020 modelling and mapping work, and also provides a preliminary risk assessment for the proposed development. However, the authors have declined to provide an accompanying Flood Assurance Statement, citing lack of coastal engineering expertise. Consequently, this work has been deemed insufficient by the Ucluelet Approving Officer for the purposes of supporting a subdivision application.

### 2.2 Regulatory Guidance

Through the Local Government Act, the Province of British Columbia (the Province) grants local governments the authority to manage flood hazards. Mechanisms of management may include the designation of flood hazard areas, regulation of land within flood hazard areas, the development of Flood Construction Levels and setbacks, and the implementation of structural mitigation works. To support applications for development in flood hazard areas, a local government may require a flood assessment report to be completed by a Qualified Professional (QP). In Ucluelet, three primary sources of guidance are available to the QP completing a Flood Hazard Assessment:

1. The Province of BC “Flood Hazard Area Land Use Management Guidelines”. [4]
2. Engineers and Geoscientists BC (EGBC) Professional Practice Guidelines “Legislated Flood Assessments in a Changing Climate in BC”. [5]
3. Bylaws and policies developed by the District of Ucluelet. [6] [7]

The following subsections summarize the guidance from each of these sources which is pertinent to the proposed subdivision.





## BC Flood Hazard Area Land Use Management Guidelines

Originally developed in 2004, the Flood Hazard Area Land Use Management Guidelines (FHALUMG) were updated in 2018 to account for advances in the understanding of climate change, sea level rise, and tsunami flood risk [4].

The original 2004 guidance for management of coastal storm and tsunami flood hazards relies heavily on the concept of the natural boundary. The natural boundary is determined by a surveyor based on the observed high-water mark. The updated guidance acknowledges sea level rise may alter the natural boundary in the future. The suggested approaches for calculating the FCL were updated so that they no longer rely on the current natural boundary. However, setback guidance still refers to the natural boundary and now requires an estimate of its future position. Minimal guidance for estimating the position of the future natural boundary (FNB) is provided.

The FHALUMG anticipate that the management of land use in coastal flood hazard areas may require flood assessments to be completed by a QP and provides some direction on acceptable levels of coastal storm and tsunami flood hazard.

Section 3.5.5.1 and 3.5.5.2 of FHALUMG provides some guidance on acceptable levels of coastal storm flood hazard:

*The building setback should be at least the greater of 15 m from the future estimated Natural Boundary of the sea at Year 2100, or landward of the location where the natural ground elevation contour is equivalent to the Year 2100 FCL.*

*All lots created through subdivision should have viable building sites on natural ground that is above the Year 2100 FCL and comply with the setback guidelines noted above.*

Section 3.5.6 of FHALUMG provides some guidance on acceptable levels of tsunami hazard:

*A subdivision application in a tsunami prone area must include a report by a suitably qualified Professional Engineer, experienced in coastal engineering who must formulate safe building conditions for each proposed lot based on a review of recent Tsunami hazard literature including the report, "Modelling of Potential Tsunami Inundation Limits and Run-Up", by AECOM for the Capital Regional District, dated June 14, 2013, plus the historical report, "Evaluation of Tsunami Levels Along the British Columbia Coast", by Seaconsult Marine Research Ltd., dated March 1988. At a minimum, building conditions should protect improvements from damage from a tsunami of equal magnitude to the March 28, 1964 tsunami that resulted from the Prince William Sound, Alaska earthquake and a possible Cascadia Subduction Zone earthquake.*

*Setback requirements should be established on a site-specific basis and take into account tsunami hazards. The setback must be sufficient to protect buildings and must be at least 30 metres from the Year 2100 estimated natural boundary.*



## Legislated Flood Assessments in a Changing Climate in BC

The standard of practice for Flood Hazard Assessment is provided in Engineers and Geoscientists BC (EGBC) Professional Practice Guideline, “Legislated Flood Assessments in a Changing Climate in BC”, Version 2.1 (2018).

Section F3.2 provides guidance on subdivision approvals in a flood hazard area:

*A new subdivision should only be considered for a floodplain that is not protected by a standard/adequate Dike if:*

- *the local government has adopted an appropriate bylaw or land use regulation that provides for subdivision with knowledge of the Flood Hazard;*
- *a standard/adequate Dike is constructed as part of the development (in which case, Section F3.3 of this appendix applies); or*
- *the QP concludes that the site may be suitable for the intended use.*

*A QP may conclude that the site may be suitable for the intended use if the local authority accepts that the proposed subdivision may proceed in the absence of a standard/adequate Dike, and at least one of the following conditions applies:*

- *The subdivision site is located on the flood fringe (i.e., its removal from the floodplain would not increase the designated flood level) and the ground is fully raised to the 200-year return period flood level plus Freeboard (with consideration of protection of the landfill slope against erosion).*
- *The subdivision site would only nominally increase the current development density on the floodplain, and is not in a high hazard area of the floodplain (i.e., an avulsion path, a flood velocity greater than 1 m/s, a flood depth greater than 2.5 m, and/or where safe access and egress is not possible).*
- *The subdivision site would only nominally increase the current development density in the floodplain, and a Risk Assessment is undertaken whereby the local government establishes a tolerable level of Risk and the QP assessment confirms that the Risk would be within this level.*

## District of Ucluelet Bylaws and Policy

The DoU has two policy documents relating to development in flood hazard areas: the Official Community Plan [6], and the Interim Policy for Tsunami Risk Tolerance [7].

The Official Community Plan (OCP) was adopted in May of 2022. The OCP includes policies to refine Flood Construction Levels (2.34) and conduct flood risk mapping (2.50). It includes requirements for flood assessment in Natural Hazard Development Permit Areas (DPA VIII), including identification of the natural boundary, setbacks, and Flood Construction Levels. The OCP includes mapping of FCLs for coastal storm flooding, but not tsunamis. **The reach which covers the project site has a Coastal Storm FCL of 4.5 m CGVD2013.**

The DoU does not designate Development Permit areas for coastal flooding, however, it does exercise its ability to require professional assessment and certification of construction under section 56 of the Community Charter. Coastal storm FCL and tsunami hazard areas, derived from the 2020 mapping



project, are included as supplementary maps in the OCP. The following statement is included with a note on flood hazards:

*It is District policy that it is in the public interest for new subdivisions and developments to be planned to avoid areas of potential flood risk.*

The *Tsunami Risk Tolerance – Interim Policy* [7] relaxes this statement on complete avoidance and provides some direction on acceptable hazard levels for development in the tsunami flood zone. Table 2-1, reproduced from [7], provides the minimum acceptable elevations for a range of uses. Though not stated, it is assumed that, like the FCL, the *minimum acceptable elevation* applies to the underside of a wooden floor system or top of a concrete floor slab. The minimum elevation for new residential or commercial buildings on new lots is given by the Tsunami Flood Reference Plane (TFRP). This term is not defined within the DoU bylaw or policy documents but is assumed for the purpose of this assessment to be the same TFRP defined in Appendix A of [1] – i.e., the maximum water level attained during a design tsunami event due to the combined effects of ambient water levels (tide and sea level rise), the tsunami wave crest, and land subsidence. While Coastal Storm Flood Construction Levels are provided in OCP Map 4, TFRP levels are not provided. The DoU Flood Mapping work of 2020 [1] provides the TFRP for a range of sea level rise and tsunami scenarios.

**Table 2-1: DoU Minimum Acceptable Elevations for Different Uses (Table 1 from [7])**

Proposed Facility or Use	Minimum Elevation	Reference
New critical infrastructure (e.g. health care, emergency, seniors' housing, core water infrastructure, core sewage treatment infrastructure, evacuation routes, etc.)	18 m tsunami planning elevation	OCP Map 6
Key buildings for assemblies of people (schools, daycare facilities, etc.)	Tsunami Flood Reference Plane + 50%	Site-specific analysis by suitably qualified Professional Engineer experienced in coastal engineering
Public Infrastructure (e.g., roads, sewer pump stations, etc.)	Tsunami Flood Reference Plane +50%	Site-specific analysis by suitably qualified Professional Engineer experienced in coastal engineering
New residential and commercial buildings on <u>new</u> lots	Tsunami Flood Reference Plane	Site-specific analysis by suitably qualified Professional Engineer experienced in coastal engineering
New buildings on <u>existing</u> lots	Coastal Storm FCL	OCP Map 4
Accessory buildings, storage, parking, industrial uses on <u>new</u> lots	Coastal Storm FCL	OCP Map 4
Private infrastructure	Coastal Storm FCL	OCP Map 4

A following section of the *Tsunami Risk Tolerance – Interim Policy* provides guidance for approval of buildings or structures within areas identified as being subject to tsunami hazard:

*Any subdivision approval of new lots where building sites would overlap areas identified as being subject to potential tsunami hazard will be subject to the following:*

- *a report by a qualified professional engineer experienced in coastal engineering who must determine the tsunami flood reference plane for the site and formulate safe*



*building conditions for each lot, per the current BC Flood Hazard Area Land Use Management Guidelines;*

- *certification by a qualified professional engineer that the building site can be safely constructed for the intended use with habitable spaces and electrical / mechanical systems located above the applicable minimum elevations set out in Table 1;*
- *the report by the qualified professional engineer must reference current structural standards for tsunami loads and effects including, as a minimum, ASCE/SEI 7-16, Minimum Design Loads and Associated Criteria for Buildings and Other Structures or subsequent best practices and standards;*
- *the report by the qualified professional engineer must address the anchoring of foundations to bedrock; and,*
- *a restrictive covenant registered on title of the property:*
  - *restricting the use of the land to meet the conditions specified in the professional's report enabling the land to be used safely for its intended use;*
  - *containing conditions respecting reimbursement by the owner for any expenses that may be incurred by the municipality as a result of a breach of a covenant; and,*
  - *indemnifying the District of Ucluelet and the Province of British Columbia from any liability or claim for property damages, injury or loss of life resulting from flooding.*

## Gaps in Regulatory Guidance for Tsunami

The regulatory guidance on tsunami hazard assessment in BC is still developing. The FHALUMG requires that flooding due to the 1964 Alaska tsunami be evaluated, however many studies have shown that the CSZ poses a larger threat to most of the BC coastline (e.g., [1]). The FHALUMG also requires evaluation of flood hazards from a tsunami generated by a potential fault rupture of the CSZ, however it does not provide guidance on the characteristics of the fault rupture that should be assumed.

### Design Fault Rupture

Even if the fault geometry is known, two general characteristics of a rupture which must be defined are the *recurrence interval* and the *rupture mechanism*.

1. **Recurrence Interval:** This is the time since the last major rupture of the fault. The longer the fault is locked, the more stress accumulates, the more likely a rupture is imminent, and the larger the rupture magnitude can be expected. The last major fault rupture of the CSZ occurred in the year 1700, which is 324 years before present. By the year 2100, the fault would have locked for 400 years. The average recurrence interval for a rupture of the CSZ is about 500 years, and this value has been used by many for the purposes of hazard assessment [2].
2. **Rupture Mechanism:** This refers to the physical movement of the tectonic plates during rupture, and how they deform the seafloor. Scientific understanding of the CSZ is still developing. Scientists have posited a number of potential rupture models based on limited observations of the fault geomechanics [2]. The deformation of the seafloor and resulting tsunami wave varies greatly with some of these rupture models. Currently there is no clear evidence to indicate that any of these models are more likely than others.



### Freeboard

For riverine and coastal flooding, the FHALUMG suggests that a freeboard should be added to the calculated flood level to account for uncertainties when specifying a Flood Construction Level. Freeboard is typically 0.3 m or 0.6 m depending on the analysis approach. The FHALUMG provides no guidance on the applicability of freeboard to tsunami flooding.

The DoU Tsunami Risk Tolerance – Interim Policy states the minimum acceptable building elevation for residential and commercial buildings is equal to the tsunami flood reference plane, without any additional freeboard or safety factor [7].

### Setback

The FHALUMG suggests that where there is significant tsunami risk, the building setback should be established on a site-specific basis and should be at least 30 m from the estimated future natural boundary, unless the building is constructed on bedrock. While this guidance is clear, the reasoning behind it is not. It is presumed that this is an allowance for erosion, which may be due to the combined effects of coastal processes during the lifetime of the building, and hydrodynamic processes associated with the design event.

### Mitigation Measures

The regulatory guidance in [4] and [5] discuss the following flood mitigation measures for coastal and riverine flooding:

- Raising of buildings to FCL by landfill.
- Raising of buildings to FCL by structural means.
- Protection of buildings by a standard dike.

None of the available regulatory guidance suggests acceptable approaches to tsunami flood mitigation.

Specifications from the American Society of Civil Engineers [8] [9] [10], provide design guidance for buildings in tsunami hazard areas. These specifications state:

- Structural landfill is not permitted in high hazard coastal areas, but is permitted in lower hazard coastal areas.
- Raised buildings with an open lower floor are an acceptable tsunami flood mitigation option.
- Tsunami barriers, similar to a sea dike, are an acceptable tsunami flood mitigation option.



### 3. Coastal Storm Flood Hazard Assessment

Flood hazards result from inundation of normally dry land. Flood hazard assessment does not consider the consequences of that inundation. Flood hazard for a specific event is most often quantified in terms of flood extent, flood depth, and current speed. Understanding the flood hazard over a given site provides an important basis for determining whether development is appropriate, and to plan how that land may be safely and effectively used.

Coastal flood hazard was assessed for the 2020 DoU Flood Mapping project [1]. Based on this work the DoU OCP states explicitly that the coastal storm FCL of the reach which includes the project site is 4.5 m CGVD2013 (4.3 m CGVD28). This FCL includes the effects of tides, storm surge, wave runup, 1 m of sea level rise, and 0.6 m of freeboard. Application of this FCL to the subject project is consistent with the above-noted regulatory guidance. See Figure B-1 for a map indicating the coastal storm flood hazard area (area below the FCL based on the existing topography). Only in a few small places within the project site is the natural ground elevation below the coastal storm FCL.



## 4. Tsunami Flood Hazard Assessment

This section summarizes the tsunami flood hazard at the project site.

### 4.1 Methods

This section outlines the methods used to assess the tsunami flood hazard at the project site. These methods are based on the regulatory guidance summarized in Section 2.2, supported by the professional opinion of the authors.

#### Relative Sea Level Rise

The available regulatory guidance provides a clear directive to account for 1 m of sea level rise when planning out to the year 2100 (roughly the design life of the proposed development). In addition, the vertical motion of the land should be considered. Much of BC is moving upwards due to isostatic rebound following the end of the last ice-age. Along the West Coast of Vancouver Island, the land is also moving upwards (tectonic uplift) due to strain accumulation from the locking of the CSZ. Some of the uplift due to locking can be expected to be rapidly reversed due to subsidence during the next fault rupture. The magnitude of uplift due to isostatic rebound is uncertain. Given that the isostatic rebound over the next 100 years is likely relatively small (a few decimeters at most) and the uncertainty in the magnitude of sea level rise is large, a conservative approach is taken, and a relative sea level rise (RSLR) value of 1.0 m is used in this assessment.

#### Fault Rupture Scenario

The FHALUMG suggests that the design tsunami scenario should consider at least the 1964 Alaska Tsunami and a potential tsunami generated by a rupture of the CSZ. The 2020 DoU Flood Mapping project demonstrated that the CSZ is the much greater tsunami hazard to the DoU. Given the significant uncertainty in the fault rupture of the CSZ it is deemed appropriate to base the design case on the largest credible event for which a rupture model is available, in this case Splay Fault A of Gao et al [2]. This rupture model is based on 500 years of strain accumulation and has a moment magnitude of 9.0. It should be noted that larger ruptures of the CSZ are estimated to have occurred in the paleo-tsunami record [11], but they are generally associated with rupture intervals longer than 500 years and no rupture models are currently available for this event so it cannot be modelled with accuracy.

#### Tsunami Model

This assessment is based on a specific model scenario from the 2020 DoU Flood Mapping Project:

- Ambient water level is set at 3.0 m CGVD28, which includes 1 m RSLR and 2 m of tide height.
- The Spay Fault A rupture model of Gao et al [2] is used.

The mapping from the previous project was examined and judged to be appropriate for use in this site-specific assessment.

It is noteworthy that the tidal allowance of 2.0 m corresponds roughly to higher high water large tide (HHWLT); the largest tide expected in any given year. Typical practice is for the tsunami modelling to be run with a tide level of at least mean high water (MHW) [12]. The difference between HHWLT and MHW at Ucluelet is about 0.9 m.



While a freeboard is not used in this tsunami hazard assessment, the conservative specification of the tidal condition relative to typical practice serves a similar purpose. This approach also has the advantage that the conservatism is propagated through the tsunami model so that the conservatism is reflected not only in the resulting water levels, but also in the current speeds. This may be important for the design of structural mitigation measures.

## Land Subsidence

The CSZ runs parallel to the continental shelf offshore of BC. Locking of the plates causes stress accumulation which is causing downward movement of the sea floor along the fault and upward movement of the land along the West Coast of Vancouver Island, including the DoU. When the CSZ ruptures that accumulated stress and vertical land movement will be released. Offshore, along the fault line, this will create a near-instantaneous upward movement of the sea floor which initiates the tsunami wave. Along the West Coast of Vancouver Island, the land will near-instantaneously drop (subside) down by about 2 m. When considering tsunami flood hazard this subsidence must be accounted for. Accordingly, the tsunami flood level is calculated relative to the undeformed topography as the sum of:

- the maximum water level (including the effects of RSLR and tide) during the design event relative to a fixed vertical datum; and
- the local subsidence relative to the same fixed datum.

Vertical land motion data is a primary output of the fault rupture model. This data is input as a boundary condition to the tsunami wave model, so that both the bathymetry/topography and the sea surface are offset by the vertical land motion estimated by the fault rupture model.

## Flood Hazard Area

The extents of the flood hazard area are defined as any areas which experience a non-zero flood depth during the design tsunami event.

## 4.2 Results and Discussion

Maximum tsunami flood extents and flood levels are shown in Figure C-1. Flood levels include the effects of relative sea level rise, tide, tsunami, and land subsidence. The tsunami extents cover most of the project site, and the tsunami flood levels range from 9.7 m to 10.7 m CGVD28.

Maximum tsunami flood depths are shown in Figure C-2 based on existing ground elevations. Flood depths range from 0 to 5 m over the project site, with the greatest inundation at Lot 3.

Maximum current speeds are shown in Figure C-3. Current speeds over the project site range from 0 to 5 m/s. Locations with a deeper flood depth tend to have a higher maximum current speed.

Figure C-4 shows the areas of the project site with high flood hazard, as defined in [5], where depth is greater than 2.5 m or current speed is greater than 1 m/s. This figure provides an indication of which areas may be considered higher hazard and unsuitable for development without additional mitigation measures. It is understood, however, that the thresholds for high hazard areas provided in [5] were developed for river flooding and their applicability to tsunami flooding is not clear.





## 5. Flood Mitigation Assessment

The previous section analyzed the tsunami flood hazard based on the existing site conditions. However, two initial building mitigation measures have been proposed by ERIF:

1. Raise Lots 1, 2, 4, and 5 above the tsunami FCL using landfill contained by tsunami-resistant retaining walls. Retaining wall alignment is indicated in Figure A-1.
2. Raise homes on Lot 3 above the tsunami FCL on a tsunami-resistant platform that would allow the tsunami to flow below the buildings.

This section evaluates the adequacy of these proposed measures given the coastal storm and tsunami flood hazards for existing site conditions. The tsunami flood hazard is then re-evaluated to reflect these proposed building mitigation measures.

### 5.1 Setbacks

The FHALUMG [4] provides guidance for building setbacks. For the coastal storm flood hazard, the guidelines recommend a minimum setback of 15 m from the Future Natural Boundary (FNB), or landward of the location where the natural ground elevation corresponds to the associated FCL, whichever is the greatest; and in the case of tsunami hazards a minimum distance of 30 m from the FNB. Locating these setbacks requires that the location of the FNB be estimated.

The natural boundary reflects the historic impact of the presence and action of water on the shoreline soils and vegetation. The project site is exposed to low levels of wind-wave energy, so it is reasonable to assume that the Present Natural Boundary (PNB) is driven primarily by tidal water levels. Plan EPP129243 indicates the PNB as determined by a BC Land Surveyor. The surveyed PNB follows the 2 m CGVD28 contour closely, which is approximately equal to the elevation of higher high water large tide. For the purpose of determining the FHALUMG recommended setbacks at the project site, the FNB may be estimated by applying a 1 m RSLR allowance to the existing PNB (i.e., the FNB is estimated to rise to an elevation of 3 m CGVD28).

Figure D-1 shows the surveyed PNB, the estimated FNB, the 15 m minimum coastal storm setback, and the 30 m minimum tsunami setback recommended by the FHALUMG.

### 5.2 Adequacy of Proposed Building Mitigation Measures

#### Lots 1, 2, 4, and 5

Under existing conditions, the topography of Lots 1, 2, 4, and 5 are nearly all above the coastal storm FCL and shoreward of the associated FHALUMG recommended minimum coastal storm setback. Only on one small area near the north boundary of Lot 1 does the existing topography dip down below the coastal storm FCL.

Under existing conditions Lots 1, 2, 4, and 5 would only be partially flooded by the design tsunami event. The maximum tsunami flood level is about 10.7 m CGVD28. These lots are located on the flood fringe, and it appears to be practical to fully raise the ground to the tsunami FCL for flood protection as per the development plan. This flood mitigation approach is in concordance with Section F3.2 of [5]. The tsunami FCL will be confirmed as part of the analysis in Section 5.3.



While the FHALUMG states that for tsunami flooding, buildings should be set back at least 30 m from the FNB, it is assumed that the purpose of this provision is to mitigate against erosion. Since the land on these lots will be raised, the retaining walls must be designed to by a qualified professional engineer to withstand the design tsunami including seismic effects, hydrodynamic loading, debris impact, and scour. The design may or may not require construction of the retaining walls into bedrock, but will be required to adequately address erosion concerns, and so will have an equivalent functional performance with respect to prevention of undermining of building foundations. Based on these requirements it is judged acceptable to relax the tsunami setbacks to 15 m from the FNB. Buildings must be setback from the retaining walls as indicated in Figure A-1.

### Lot 3

Under existing conditions, nearly all of Lot 3 is above the coastal storm FCL and shoreward of the associated FHALUMG recommended minimum coastal storm setback. Only at one small area near the creek mouth does the existing topography dip down below the coastal storm FCL.

Lot 3 would be nearly completely flooded during the design tsunami. Flood depths are 3 m over much of the lot, and up to 5 m in some places. Current speeds in Lot 3 are up to 5 m/s and therefore the lot is considered a high flood hazard area [5]. The tsunami flood level ranges from about 9.7 to 10.6 m. Lot 3 is not on the flood fringe (i.e., it is not contiguous with dry land), and it does not appear practical to fully raise the ground to the tsunami FCL. As an alternative, structural raising of the buildings to the tsunami FCL may be feasible for flood mitigation. The tsunami FCL elevation will be confirmed as part of the analysis in Section 5.3.

To minimize damage to the buildings of Lot 3 and the risk of damage to other structures in the tsunami flood hazard area, the buildings of Lot 3 could be structurally raised on piles or columns above the FCL so that the tsunami may be allowed to flow underneath. This approach would elevate the main building out of the flood hazard zone, and minimizes the loading on the building due to hydrodynamic forces. It also does not remove the building footprint from the floodplain, so has negligible flood risk transfer impacts. It is not suggested that these buildings be designed as tsunami refuge structures, so these buildings must be evacuated in a tsunami event. Design standards for this type of flood resistant building (Category II) are provided in [8] and [9].

While the foundations of the buildings on Lot 3 must be designed not to fail during the design tsunami, including from the effects of erosion, they do not necessarily need to be designed to endure repeated coastal flooding. As such the buildings on Lot 3 should be sited landward on the coastal storm setback indicated in Figure D-1.

## 5.3 Re-Assessment of Tsunami Hazard

A new tsunami simulation was developed to evaluate the tsunami flood hazard with the retaining walls and landfill shown in the proposed development plan (Figure A-1). This simulation was based directly on the model developed for the DoU mapping project [1]. The only change from the original simulation was to raise the model topography to 10.7 m within Lots 1, 2, 4, and 5. No changes were made to the topography of Lot 3. It is assumed that the buildings on Lot 3 are raised on platforms which are hydrodynamically transparent to the tsunami wave (using piles or columns).

First, the potential transfer of tsunami hazard due to implementation of the mitigation measures was assessed. The impact to neighbouring areas of the floodplain was quantified by comparing the results of the tsunami simulation with and without the proposed land raising at the project site. It was found that the land raising would increase the maximum flood level in Olsen Bay by about 0.05 m, and by about



0.01 m in the wider Ucluelet Inlet. This is deemed a negligible change in tsunami hazard and therefore acceptable.

Next, the change in flood hazard at the project site was investigated. The tsunami hazard with the proposed land raising are illustrated in Figures D-2 (flood levels and extents), D-3 (flood depths), D-4 (current speed), and D-5 (high hazard areas). While there would be still some minor flooding on Lots 1, 2, 4, and 5 it would be very shallow ( $\leq 0.1$  m) and therefore tolerable. Based on this assessment, the land-raising flood mitigation measures would be effective at mitigating flood risk on Lots 1, 2, 4, and 5. Based on this assessment, and the conserve specification of the tide level noted in Section 4.1 (Tsunami Model), the tsunami FCL of Lots 1, 2, 4, and 5 is assessed at 10.7m CGVD28.

Tsunami conditions on Lot 3 would not change significantly with the proposed land raising. The tsunami flood level ranges from 9.7 to 10.6 m CGVD28 over the lot. Lot 3 remains a high flood risk area based on the criteria of [5].

Given that Lot 3 is in a high flood hazard area, and is not on the flood fringe, the EGBC Professional Practice Guidelines provide only one avenue to permitting development. As per Section 3.2 of [5]:

*The subdivision site would only nominally increase the current development density in the floodplain, and a Risk Assessment is undertaken whereby the local government establishes a tolerable level of Risk and the QP assessment confirms that the Risk would be within this level.*

The first requirement is that the development only nominally increase density in the floodplain. The term “nominal” is not defined or elaborated upon. It seems reasonable that the current development plan to construct 11 houses could be considered a nominal increase to the development density in the floodplain within the DoU. The DoU District Council has reviewed the current development plan and confirmed in a letter that they consider the 11 proposed houses on Lot 3 to be a nominal increase in development density [13].

The second requirement is that the DoU establishes a tolerable level of risk, and that a tsunami flood risk assessment is carried out and confirms that the proposed development of Lot 3 is below the tolerable risk level. A tsunami flood risk assessment for Lot 3 is presented in the next section.



## 6. Tsunami Risk Assessment – Lot 3

Flood risk is determined based on assessment of the flood hazard and the consequences of the flooding. It is most often quantified in terms of mortality and economic losses and these metrics may be annualized to normalize the assessment process. Depending on the degree of detail of the risk assessment, multiple flooding events may be considered.

### 6.1 Risk Assessment Methods

This section outlines the methods used to assess the tsunami flood hazard at the project site. The selected approach for risk assessment is outlined in [5]:

A Flood Risk Assessment (FRA) involves estimating the likelihood that a flood will occur and cause some magnitude and type of damage or loss. Following are the principal steps in the Risk Assessment:

1. Identify Flood Hazard Scenarios. These are defined as distinct outcomes from a given hazard that result in some direct Consequence (e.g., fatalities, damage to a building, environmental damage, intangibles such as human suffering) and are based on the results of the hazard assessment described in Section D: Flood Hazard Assessments. They can include different return periods for the same hazard, variable flood extent or Flood Intensity, multi-hazard chains of events, or different consequence chains.
2. Estimate the probability of a Hazard Scenario resulting in some undesirable outcome. This is based on the estimated likelihood that the hazard will occur, reach the Element at Risk when it is present within the hazard zone, and cause the undesirable outcome. These may include a range of outcomes in categories such as economic loss, environmental damage, safety, and corporate or political reputation.
3. Estimate the Consequences of the unwanted outcome including economic losses; human health and loss of life; environmental losses; cultural/historic losses; and intangibles such as psychological distress. Details are described in Section E2.2.
4. Define Tolerable Risk criteria.
5. Prioritize Risk reduction strategies

Flood Risk can be expressed as:

$$R = P_H * P_{S:H} * P_{T:S} * V * E$$

where:

- R = total Flood Risk;
- $P_H$  = annual exceedance probability of a flood occurring;
- $P_{S:H}$  = spatial probability that the flood will reach the Element at Risk;
- $P_{T:S}$  = temporal probability that the Element at Risk will be present when the flood occurs (for fixed infrastructures and homes this is equal to 1);
- V = the Vulnerability, or probability of loss of life or the proportion of an asset loss to total loss; and
- E = the number of people at Risk or the homes and infrastructures at Risk.



## Hazard Scenario

As in Section 4.1, risk has been evaluated based on a single largest-credible tsunami hazard scenario with implementation of the proposed mitigation measures (land raising). The use of a single hazard scenario for risk assessment is appropriate given the non-random nature of rupture along a given fault zone. Put another way, it is highly unlikely that more than one tsunami-generating rupture of the CSZ occurs within the design life of the proposed development.

## Probability of Consequences

The time-dependent probability of a full rupture of the CSZ is estimated in [14] and [15] based on the paleo-tsunami record. This record represents a range of rupture moment magnitudes, many of which are estimated to be smaller than the 9.0 Mw rupture model used in this assessment, but a few of which are estimated to be larger [11]. For the year 2100, the annual occurrence probability is estimated to be about 0.2%; equivalent to a 1:500-year return period. Here the occurrence probability is taken as equivalent to the exceedance probability ( $P_H$ ).

For the purposes of this assessment all people living on Lot 3, and all assets located below the flood level, are assumed to be at risk. i.e.,  $P_{S:H}=100\%$ .

For fixed infrastructure the Element at Risk will always be present, so the temporal probability is  $P_{T:S}=100\%$ . People, on the other hand, spend about 70% of their time at home on average [16], i.e.,  $P_{T:S}=70\%$ . Note that the impact of evacuation is not considered here but is considered in quantification of consequences (loss of life).

## Elements at Risk

In this risk assessment, the evaluated elements at risk are limited to people and built infrastructure. It should be noted, however, that all infrastructure at risk will be the responsibility of either the homeowner or the strata corporation of Lot 3. The DoU will not own or maintain this infrastructure.

Eleven detached houses, each with a secondary suite, are planned for Lot 3, for a total of 22 residences. According to 2021 census data, the average occupancy in the Ucluelet area is 2.3 per residence [17]. This yields an expected total of 51 people living on Lot 3.

ERIF have provided an estimate of the total value of the infrastructure damage during the design tsunami event. Note that damage to habitable spaces elevated above the Flood Construction Level are not included in these totals, but there is still potential for damage to these spaces due to floating debris.

**Repairs to homes: \$2.75M.** Includes replacement of break-away wall panels on uninhabitable lower floors, stair replacement, and landscaping.

**Common area servicing and infrastructure: \$1.6M.** Includes landscaping, damage to roads, sewage and water pipe and pump systems.

## Estimation of Risk

### Loss of Life

The probability of mortality rate<sup>1</sup> as a function of tsunami height is estimated in [18] for the 2011 Japanese tsunami. For a tsunami height of approximately 10 m, the estimated mortality rate ranges from 3 to 5% with a best estimate of 4%. Another study estimated the mortality rate as a function of flood depth in New Orleans during Hurricane Katrina [19]. For a flood depth 3 m, the estimated mortality rate ranges from about 0.5% to 4% with a best estimate of 2%. It should be stressed that these estimates are specific to the social and geographic conditions of the studied event and region. Important is the variation in available warning, emergency planning procedures, and the age and robustness of the building stock. While there is variance between and within these studies, they do provide similar estimates of the mortality rate during a large flooding event.

The proposed flood mitigation measures influence the selection of an appropriate mortality rate in this application. With suitable emergency management plan, most residents should be able to evacuate to high ground, only about 300 m away, before the tsunami arrives. Further, the development is being designed with safe evacuation routes in mind. Given these factors, a mortality rate on the low range of the observed data of has been selected for use in this analysis. i.e.,  $V_{life}=0.5\%$

### Economic Losses

Given the limited scope of this assessment, it was possible to directly estimate the present-day costs of the potential economic losses due to damage to infrastructure located below the FCL directly as \$4.35M. i.e.,  $V * E = \$4.35M$ .

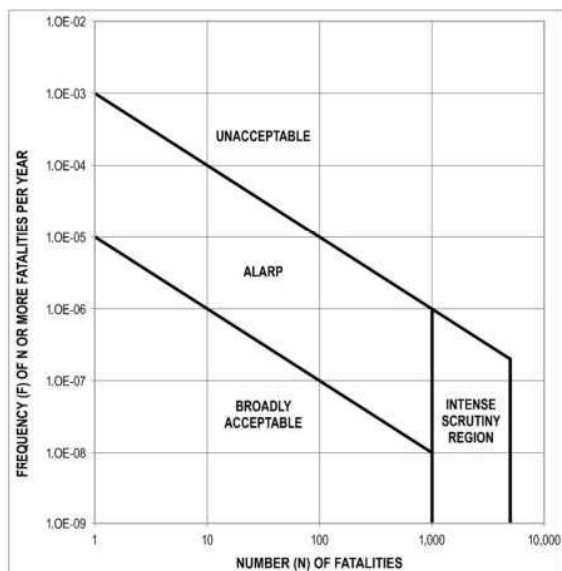


Figure 6-1: F-N curves to evaluate the risk to life loss of groups (source Kendall et al. 1977).  
 Reproduced from [5]

<sup>1</sup> Number of deaths as a percentage of total population.



## 6.2 Risk Results and Discussion

Using the methods of Section 6.1, the total economic losses on Lot 3 due to the design tsunami event are estimated to be \$4.35M. The annualized economic losses can be calculated as:

$$R_{econ} = P_H * P_{S:H} * P_{T:S} * V * E = 0.002 * 1 * 1 * \$4,350,000 = \$8,700$$

The expected mortality during the design tsunami event can be calculated as:

$$R_{life} = P_{S:H} * P_{T:S} * V_{life} * E = 1 * 0.70 * 0.005 * 51 = 0.18 \text{ people}$$

This suggests only about a 18% chance that one person on Lot 3 dies during the design tsunami event.

The annual chance of death annually due to tsunami to any of the residents of Lot 3 can be calculated as:

$$P_m = P_H * P_{S:H} * P_{T:S} * V = 0.002 * 1 * 0.70 * 0.005 = 0.0007\% = 1/142,000$$

The potential loss of life during the design event is 0.18 people (i.e., <1), and the annualized infrastructure losses are \$8,700. Based on the risk matrix provided in Table 6-1, this puts the overall risk at of the proposed development at “low”. Given this overall risk level and the guidance in Table E-2 of [5], the current analysis is deemed a suitable assessment of the risk and no further refinement of this assessment is necessary.

**Table 6-1: Matrix to Determine the Level of Risk Assessment Needed Based on the Exposure of a Development and Vulnerable Populations to Flood Hazards (reproduced from [5])**

Potential Loss of Life for Applied Return Period	Annualized Potential Building Loss (\$)				
	<1,000	1,000 to 10,000	10,000 to 100,000	100,000 to 1,000,000	>1,000,000
>100	VH	VH	VH	VH	VH
10 to 100	H	H	VH	VH	VH
2 to 10	H	H	H	H	VH
1 to 2	M	M	M	H	H
0	VL	L	M	M	H

**Notes:**  
 VH = Very High; H = High; M = Moderate; L = Low; VL = Very Low

In the United Kingdom maximum tolerable risk of death to an individual is 1:100,000 annually for a new development. The Netherlands uses a more stringent maximum risk tolerance of 1:1,000,000 annually. A plot indicating ranges of risk acceptability levels is provided in Figure 6-1 (reproduced from [5]). This plot suggests that an annual risk of death to a single person is “broadly acceptable” below a likelihood of 1:100,000, and unacceptable above 1:1000. Between these to thresholds is the *as low as reasonably possible* (ALARP) zone, where mitigation measures should be used to reduce the risk to as low as reasonably possible.

Risk tolerance is a community value, and so should be defined by representatives of the community. ERIF have been engaged with District Council, including sharing a draft version of this report. Based on this engagement, the District Council have passed a motion stating an acceptable risk tolerance specific



to this development at an annual chance of death due to tsunami of 1 in 142,000 [13]. It is understood that this statement of risk acceptance does not apply to any other development.

It should be noted that the acceptability of these risk metrics is sensitive to the mortality rate ( $V_{life}$ ) that is assumed. A low mortality rate has been used in these calculations based on the relative accessibility of high ground, the assumption that all residents will be instructed to evacuate in the event of a tsunami, and that a well-developed evacuation plan is in place.





## 7. Flood Mitigation Plan

This section summarizes the proposed flood mitigation measures that would allow the QP to conclude that the land may be *suitable for intended use*. Both coastal storm and tsunami flood hazards have been considered in the development of this plan.

**This mitigation plan has been developed considering that residents of all lots will be directed to evacuate in the event of a tsunami according to a well-developed evacuation plan.**

### 7.1 Lots 1, 2, 4, and 5

The flood mitigation measures for Lots 1, 2, 4, and 5 are summarized below.

- The Tsunami FCL is 10.7 m CGVD28.
- The Tsunami FCL must be achieved through compacted landfill.
- No basements are permitted.
- Landfill must be supported by tsunami resistant retaining walls in the indicative location and extent shown in Figure A-1.
- Retaining walls must be designed by a qualified professional engineer with reference to ASCE 7-22 and 22-14 [9] [8] so that they do not fail during the design tsunami event. Seismic, hydrodynamic, debris impact, and erosion processes must be accounted for in the design. With reference to [4] and [7], the design should have the performance equivalent to building onto bedrock.
- Buildings must be set back at least 15 m from the FNB, as indicated by the coastal setback line in Figure D-1. Buildings must be setback from the retaining walls as indicated in the development plan (Figure A-1).
- Foundations of buildings protected by tsunami-resistant retaining walls should be designed by an appropriately qualified professional engineer, but do not necessarily need to be constructed into bedrock.
- Suitable emergency egress must be provided for any enclosed areas below the FCL.
- Prior to occupation each Strata Council must develop and approve an emergency management plan which directs residents to evacuate in the event of a tsunami.
- The emergency management plan must be developed in coordination with relevant professionals contributing to this project, as well as the DoU Emergency Management Coordinator. The plan should consider the following:
  - identification of an Emergency Response Coordinator and their responsibilities;
  - identification of the responsibilities of the Strata and responsibilities of the DoU;
  - prioritization of evacuation in the event of a tsunami and provide an evacuation plan;
  - specification of requirements for evacuation route signage; and
  - specification of training requirements for persons of responsibility, and education opportunities for the residents.



## 7.2 Lot 3

The flood mitigation measures for Lot 3 are summarized below.

- The Tsunami FCL for Lot 3 varies over the property from 9.7 to 10.6 m CGVD28, as indicated by Figure D-2. The FCL corresponds to the highest tsunami flood level affecting each building.
- The Tsunami FCL must be achieved through structural means.
- The buildings must be raised on columns or piles such that the underside of the platform is above the FCL and the tsunami may flow freely below platform.
- All houses on Lot 3 must be designed by a qualified professional with reference to ASCE 7-22 and 22-14 [9] [8] so that they do not fail during the design tsunami event. Seismic, hydrodynamic, and erosion processes must be accounted for in the design. The design should also consider potential debris impact and damming. With reference to [4] and [7], the design should have the performance equivalent to building onto bedrock.
- Buildings must be located landward of the coastal storm setback limit (Figure D-1).
- Building space below the FCL must not be used for habitation, the storage of goods susceptible to damage by exposure to floodwaters, or siting of fixed equipment susceptible to damage by exposure to floodwaters. Parking of licensed vehicles is acceptable.
- Suitable emergency egress must be provided for any enclosed areas below the FCL.
- Buildings must include an emergency egress route, such as a deployable ladder, in case the primary stairs access is damaged.
- Stair or ramp access must be provided on the west and north side of Lot 5, so that residents of Lot 3 may evacuate directly onto Lot 5.
- Prior to occupation the Strata Council must develop and approve an emergency management plan which directs all residents to evacuate in the event of a tsunami.
- The emergency management plan should be developed in coordination with relevant professionals contributing to this project, as well as the DoU Emergency Management Coordinator. The plan should consider the following:
  - identification of an Emergency Response Coordinator and their responsibilities;
  - identification of the responsibilities of the Strata and responsibilities of the DoU;
  - prioritization of evacuation in the event of a tsunami and provide an evacuation plan;
  - specification of requirements for signage in building areas below FCL;
  - specification of requirements for evacuation route signage; and
  - specification of training requirements for persons of responsibility, and education opportunities for the residents.
- The strata council must introduce a bylaw to prohibit buildings and items which may become hazardous floating debris during a tsunami. These bylaws would:
  - limit the storage of large volumes of building materials;
  - limit outbuildings of any type (including temporary structures) to one building less than 10 m<sup>2</sup>; and
  - prohibit the storage of recreational vehicles and shipping containers on site.



### 7.3 Minato Road

It is understood that Minato Road is a DoU asset and is outside the scope of the proposed development. However, to support safe evacuation of residents of the proposed development, it is suggested that Minato Road be raised to 10.7 m CGVD28 between Peninsula Road and the access to Lot 5.

### 7.4 Future Changes to Building, Site, and Floodproofing Measures

Any changes to the buildings, or floodproofing measures which impact the flood risk at the sites must be reviewed by a QP and approved by the DoU. Examples of changes which would require QP review include, but are not limited to:

- alteration of the site grade;
- alteration of buildings below the Flood Construction Level;
- alterations to land retaining structures;
- construction of additional buildings or outbuildings.



## 8. Residual Risk and Safe Use

As with the majority of flood mitigation plans, there remains residual risk to the development. The risk due to the design tsunami has been assessed in this report and has been deemed acceptable by the DoU. There remains the possibility, however unlikely, that a tsunami could be larger than the design tsunami used in this assessment. This creates residual risk which is not assessed in this report.

Based on the findings of this report and subject to implementation of the flood mitigation plan of Section 7, we assure that the proposed subdivision and development may be *used safely for the use intended*. With this statement we mean that the coastal and tsunami flood risk to the development falls below the DoU's stated threshold. A flood assurance statement is provided in Appendix E which formalizes this statement.



## 9. Next Steps

The following outlines the steps required to implement the flood mitigation plan presented in this flood assessment.

- A QP will support the design team by providing tsunami conditions (flood level, current speed, etc.) and other specialist advice as needed.
- Each building permit application will include a QP confirmation that the building design meets the applicable requirements of the flood mitigation plan.
- Following the issuance of building permits for Lot 3, the QP will stay informed of construction progress to verify that the required measures are being appropriately implemented.
- Prior to an issuance of occupancy permits, a QP will visit the project site and constructed buildings to ensure that the buildings comply with the flood mitigation plan, and provide a sealed confirmation memo.
- Prior to the issuance of occupancy permits, a QP will review each strata corporation's emergency management plan and relevant bylaws to ensure they comply with the flood mitigation plan, and provide a sealed memo indicating their findings.



## 10. Limitations of this Report

This report shall remain valid for five years from the time of sealing, or until Ucluelet or Provincial flood policy or guidelines change, whichever is sooner. Any future redevelopment of the site will be subject to the flood management policies in place at the time of the redevelopment.



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## 12. Report Submission

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## Statement of Limitations

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## Revision History

Revision #	Date	Status	Revision	Author
0	December 4, 2024	Final	Final for release	CEH



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consulting engineers

Appendix A

# Proposed Site Plan

**PROJECT INFORMATION**

LEGAL ADDRESS  
 LOT 10 DISTRICT LOT 286 & 471 & 472 & 473, CLAYCOUDD  
 DISTRICT PLAN NP7908

CIVIC ADDRESS  
 221 MINATO ROAD, UCLULET BRITISH COLUMBIA, VR

PP  
 024-487-764

ZONING  
 CD-6

EXISTING OCCUPANCY  
 N/A VACANT

PROPOSED OCCUPANCY  
 C. MULTI-UNIT RESIDENTIAL  
 D. BUSINESS AND PERSONAL SERVICES  
 E. MERCANTILE

SITE AREA  
 10.06 HECTARES

**LEGEND**

- RESIDENTIAL PARKING
- VISITOR PARKING
- ACCESSIBLE PARKING
- EV CHARGER PARKING
- COMMERCIAL PARKING
- GARBAGE ENCLOSURE
- SURF SHED
- LARGE SURF SHED

**UNIT TYPE LEGEND**

- [E-1] EAGLE 1 2x (2 BEDS) / 2x (3 BEDS)
- [E-2] EAGLE 2 2x (10 BEDS) / 4x (3 BEDS)
- [E-3] EAGLE 3 2x (10 BEDS) / 4x (3 BEDS) / 2x (2 BEDS)
- [E-3.1] EAGLE 3.1 2x (5 TUDORS) / 2x (1 BEDS) / 2x (2 BEDS)

Development Style	Principal Use	Minimum setbacks			Building Heights		
		Front	Side	Sub	Principal	Accessory	Max
Lot 1	Multiple Family	10.0 m	3.3 m	0.7 m	13.0 m	8.0 m	5.5 m
Lot 2	Residential Family	10.0 m	1.5 m	0.6 m	6.5 m	8.0 m	5.5 m
Lot 3	Single Family	2.5 m	0.9 m	3.8 m	3.9 m	11.5 m	5.5 m
Lot 4	Commercial	4.5 m	23.0 m	9.5 m	3.0 m	11.0 m	5.5 m
Lot 5	Residential Family	3.7 m	4.0 m	7.0 m	8.0 m	8.0 m	5.5 m

**221 MINATO ROAD, UCLULET - PROJECT DATA**

Block	Lot	Area (m <sup>2</sup> )	Area (sq ft)	Total Floor Area (m <sup>2</sup> )	Total Floor Area (sq ft)	Plot Ratio	Building Footprint (m <sup>2</sup> )	Building Footprint (sq ft)	Lot Coverage (%)	Stories	Height (m)	Volume (m <sup>3</sup> )	Volume (cu ft)	Units	Units	Total Parking	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	
7	0	2	13	14	29	2,379 m <sup>2</sup>	2,379 m <sup>2</sup>	1,289 m <sup>2</sup>	17%	8 m	29	6	31	8	4	43	
11	0	4	20	27	46	4,054 m <sup>2</sup>	4,054 m <sup>2</sup>	2,277 m <sup>2</sup>	17%	8 m	46	10	56	10	8	76	
15	0	16	32	48	80	17,600 m <sup>2</sup>	17,600 m <sup>2</sup>	1,376 m <sup>2</sup>	17%	8 m	48	14	52	13	6	70	
16	0	16	32	48	80	17,600 m <sup>2</sup>	17,600 m <sup>2</sup>	1,376 m <sup>2</sup>	26%	11 m	50	35	37	7	29		
35	1	37	75	112	224	15,840 m <sup>2</sup>	15,840 m <sup>2</sup>	6,576 m <sup>2</sup>	26%	12 m	112	126	156	31	35	266	
11	1	1	1	2	3	3,025 m <sup>2</sup>	3,025 m <sup>2</sup>	1,500 m <sup>2</sup>	11%	11.5 m	44	9	53	44	6	50	
11	1	1	1	2	3	3,025 m <sup>2</sup>	3,025 m <sup>2</sup>	1,500 m <sup>2</sup>	15%	8 m	102	21	123	105	10	124	
21	1	1	1	2	3	6,793 m <sup>2</sup>	6,793 m <sup>2</sup>	2,700 m <sup>2</sup>	16%	11.5 m	57	314	373	307	57	36	400
Totals		46	36	114	42	11	251	20,640 m <sup>2</sup>									

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**Formosis Architecture**  
 21801 Columbia Street  
 Vancouver, BC, V6A 9E5  
 formosis.ca

Project Number: 2412

STATUS:  CALLED FOR REZONING ZCP  
 REZONING ZCP  
 REZONING ZCP COMMENT  
 REZONING ZCP



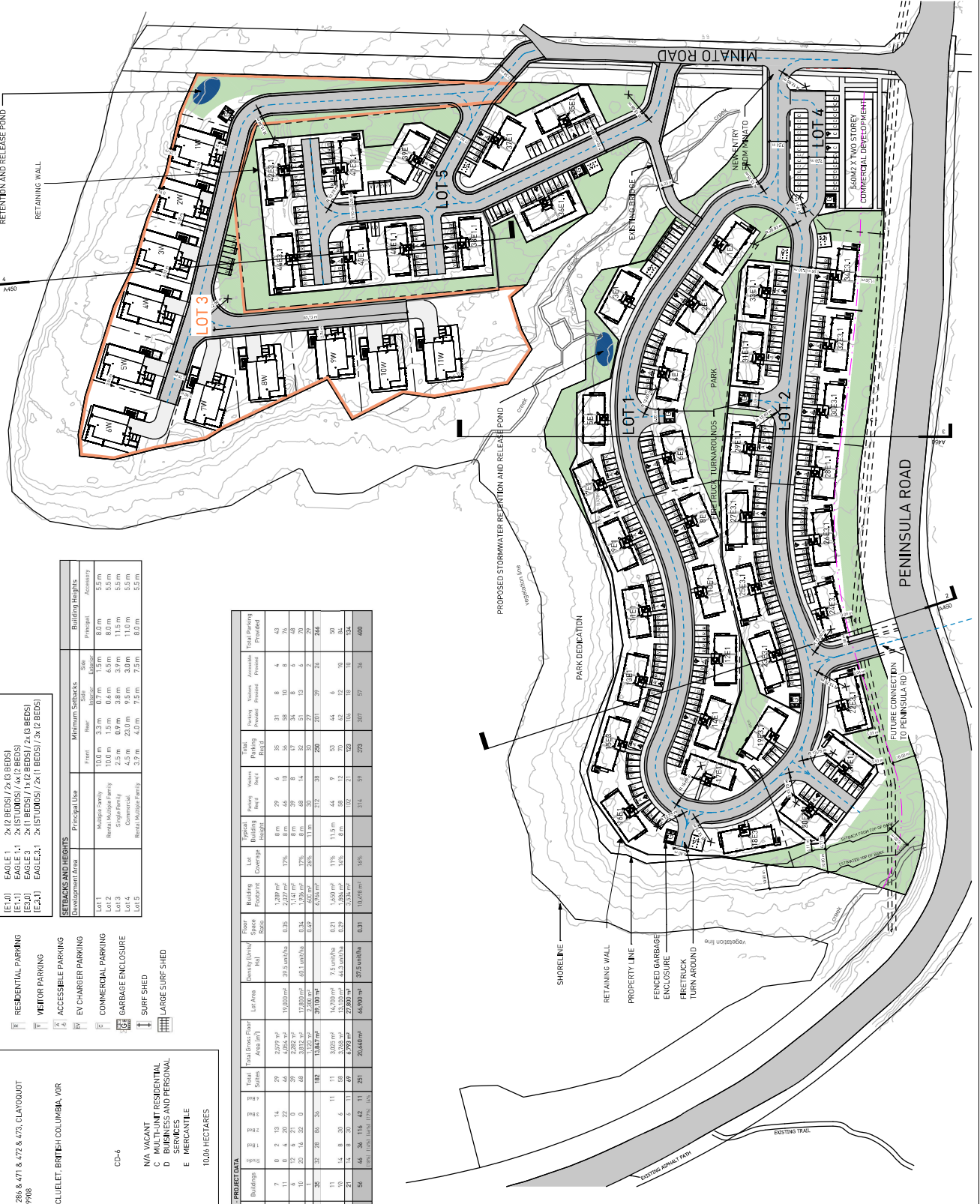
MINATO ROAD  
 221 MINATO ROAD

SITE PLAN

LOT 10A  
 UCLULET  
 DATE: 2024-10-22  
 SCALE: 1: 750

SP  
 1: 750

A201



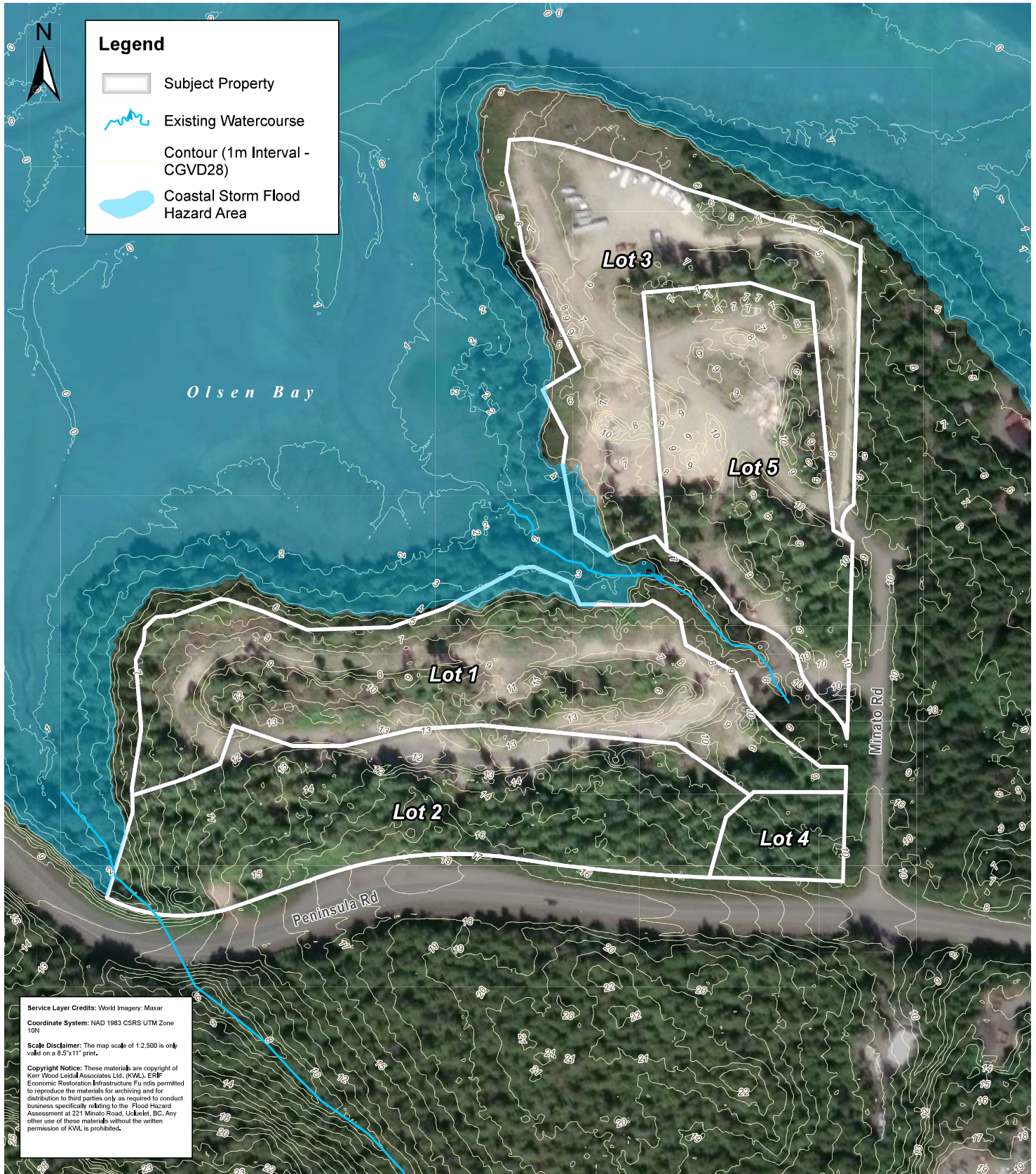


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Appendix B

# Coastal Flood Hazard Plots

# ERIF Economic Restoration Infrastructure Fund Flood Hazard Assessment at 221 Minato Road, Ucluelet, BC



Project No. 4558.001

Date November 2024

Scale 1:2,500

0 12.5 25 50 m

## Coastal Storm Flood Hazard Area

Figure B-1



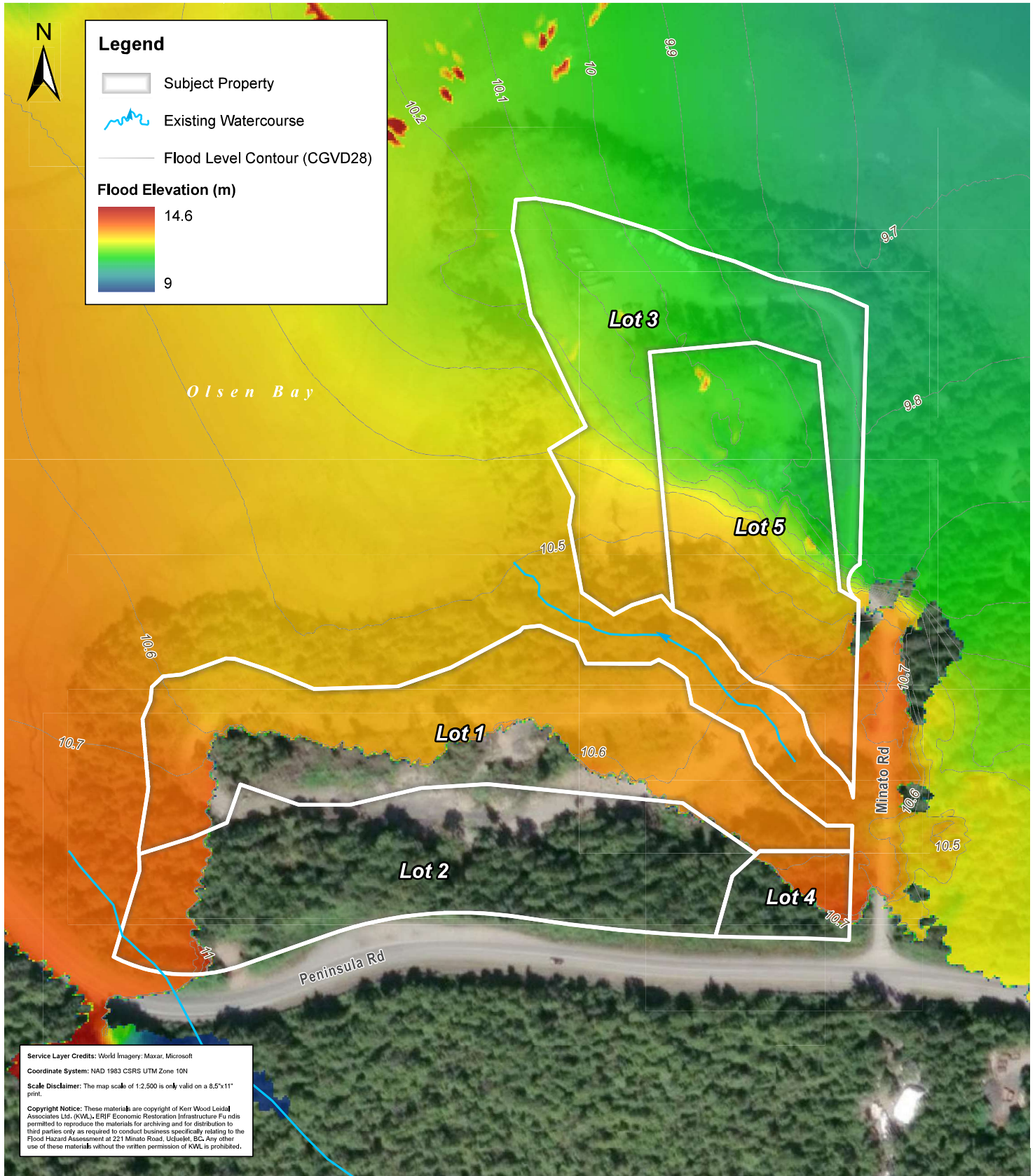
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Appendix C

# Tsunami Flood Hazard Plots

# ERIF Economic Restoration Infrastructure Fund

## Flood Hazard Assessment at 221 Minato Road, Ucluelet, BC



Project No. 4558.001

Date November 2024

Scale 1:2,500

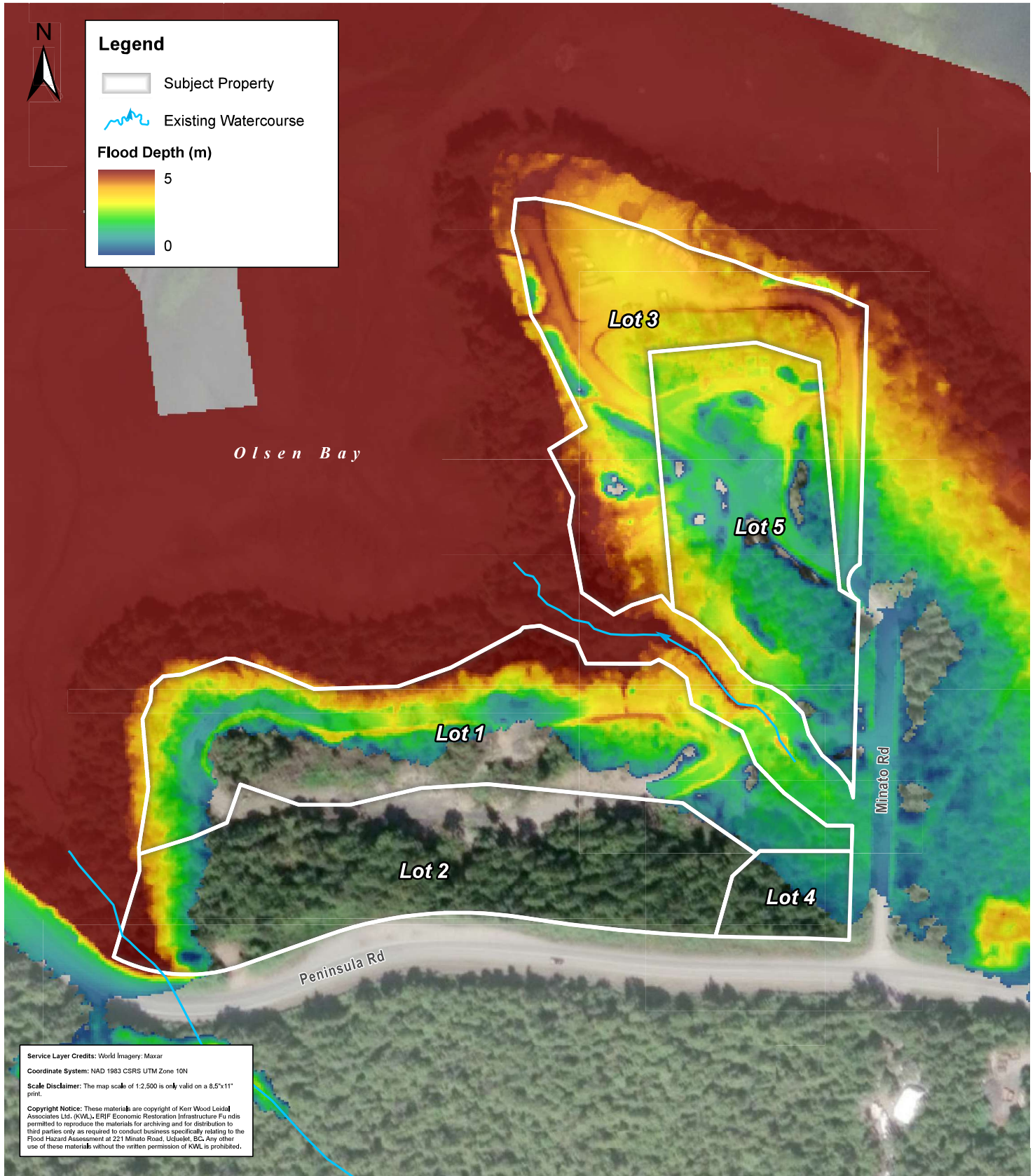
0 12.5 25 50 m

# Tsunami Maximum Flood Extents and Levels

Figure C-1



**ERIF Economic Restoration Infrastructure Fund**  
Flood Hazard Assessment at 221 Minato Road, Ucluelet, BC

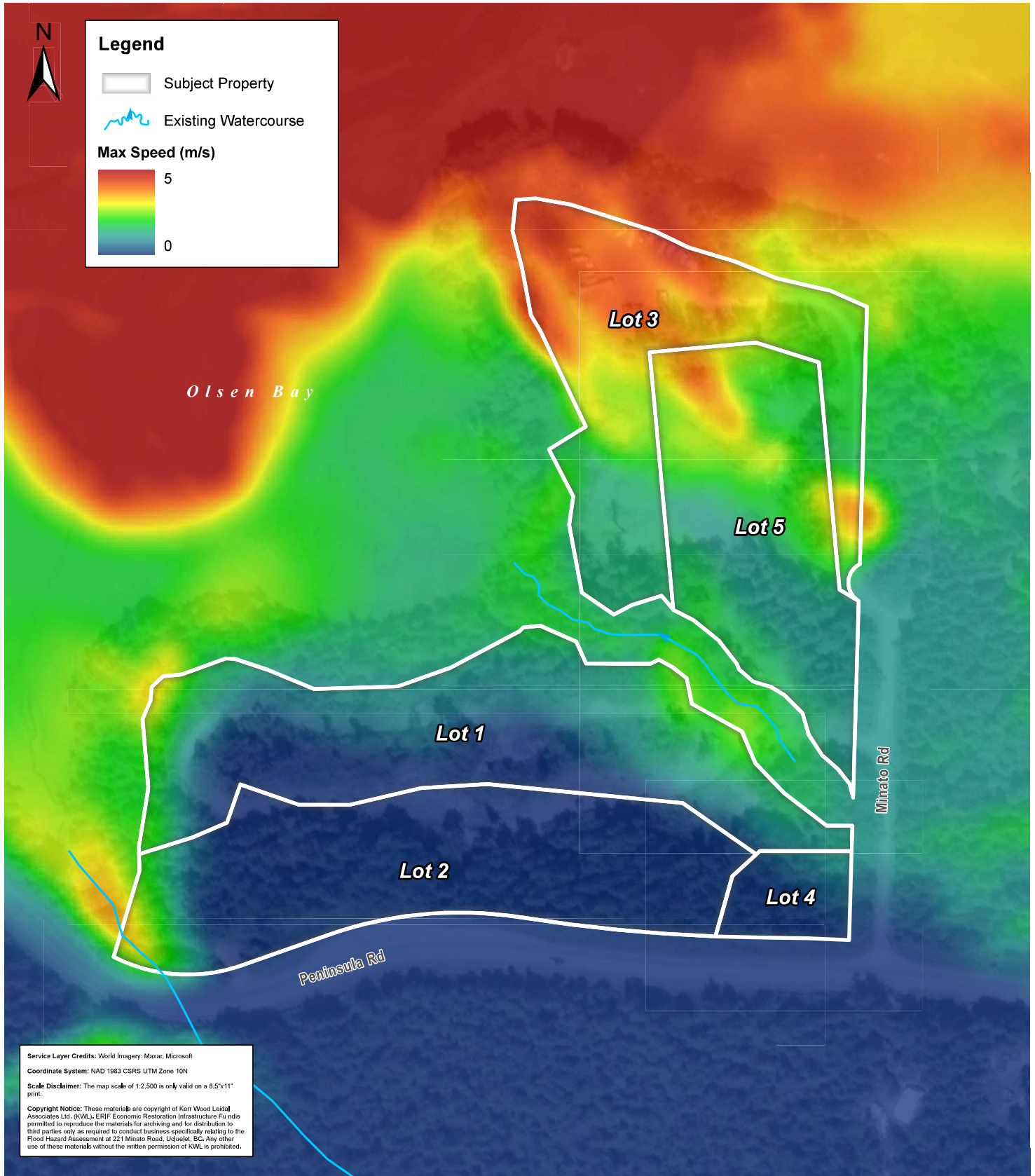


Project No. 4558.001  
Date November 2024  
Scale 1:2,500  
0 12.5 25 50 m

**Tsunami Maximum Flood Levels**

**Figure C-2**

**ERIF Economic Restoration Infrastructure Fund**  
Flood Hazard Assessment at 221 Minato Road, Ucluelet, BC



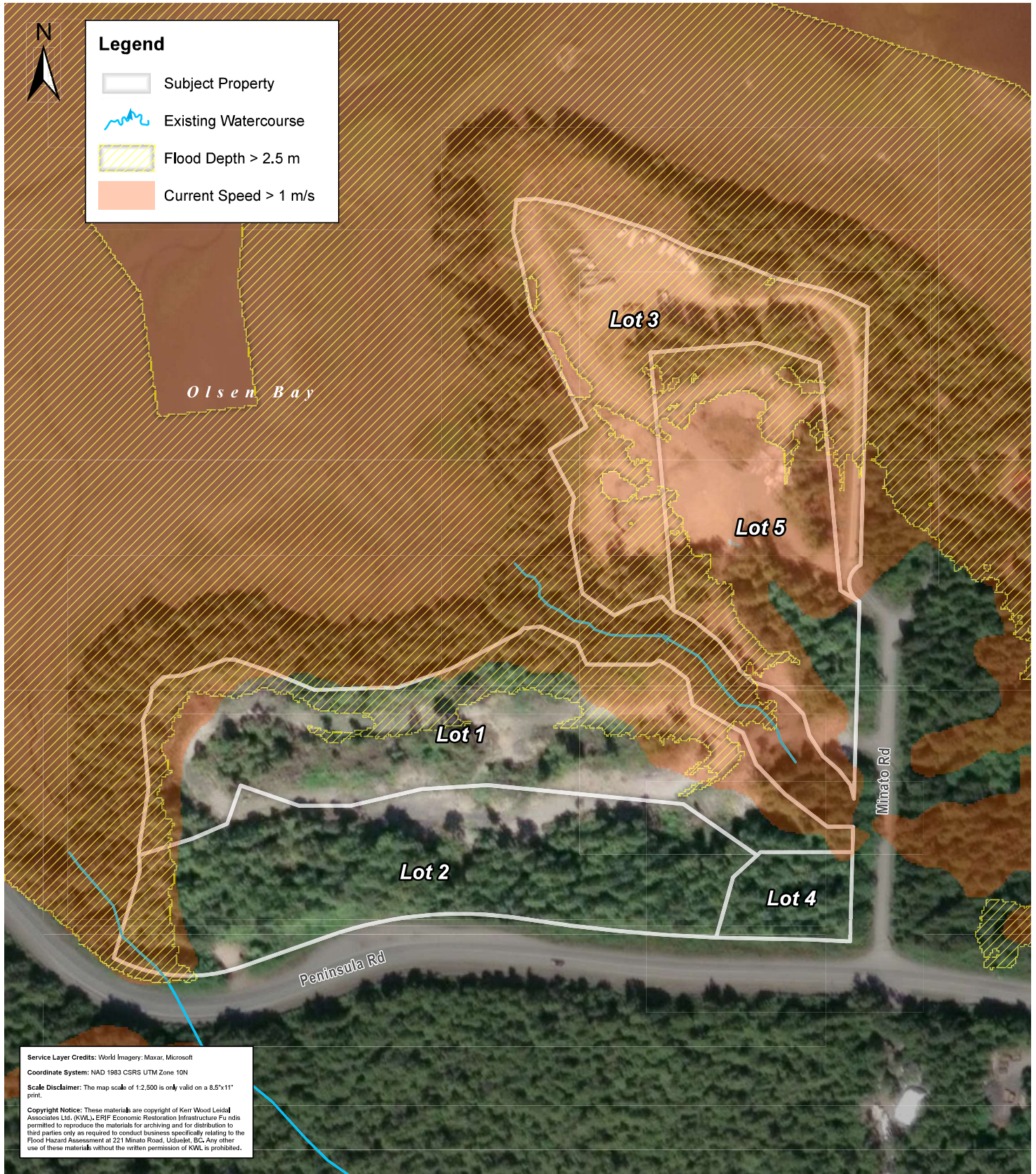
Project No. 4558.001  
Date November 2024  
Scale 1:2,500  
0 12.5 25 50 m

**Tsunami Maximum Current Speed**

**Figure C-3**

# ERIF Economic Restoration Infrastructure Fund

## Flood Hazard Assessment at 221 Minato Road, Ucluelet, BC



Project No. 4558.001

Date November 2024

Scale 1:2,500

0 12.5 25 50 m

# Tsunami High Flood Hazard Area

## Figure C-4



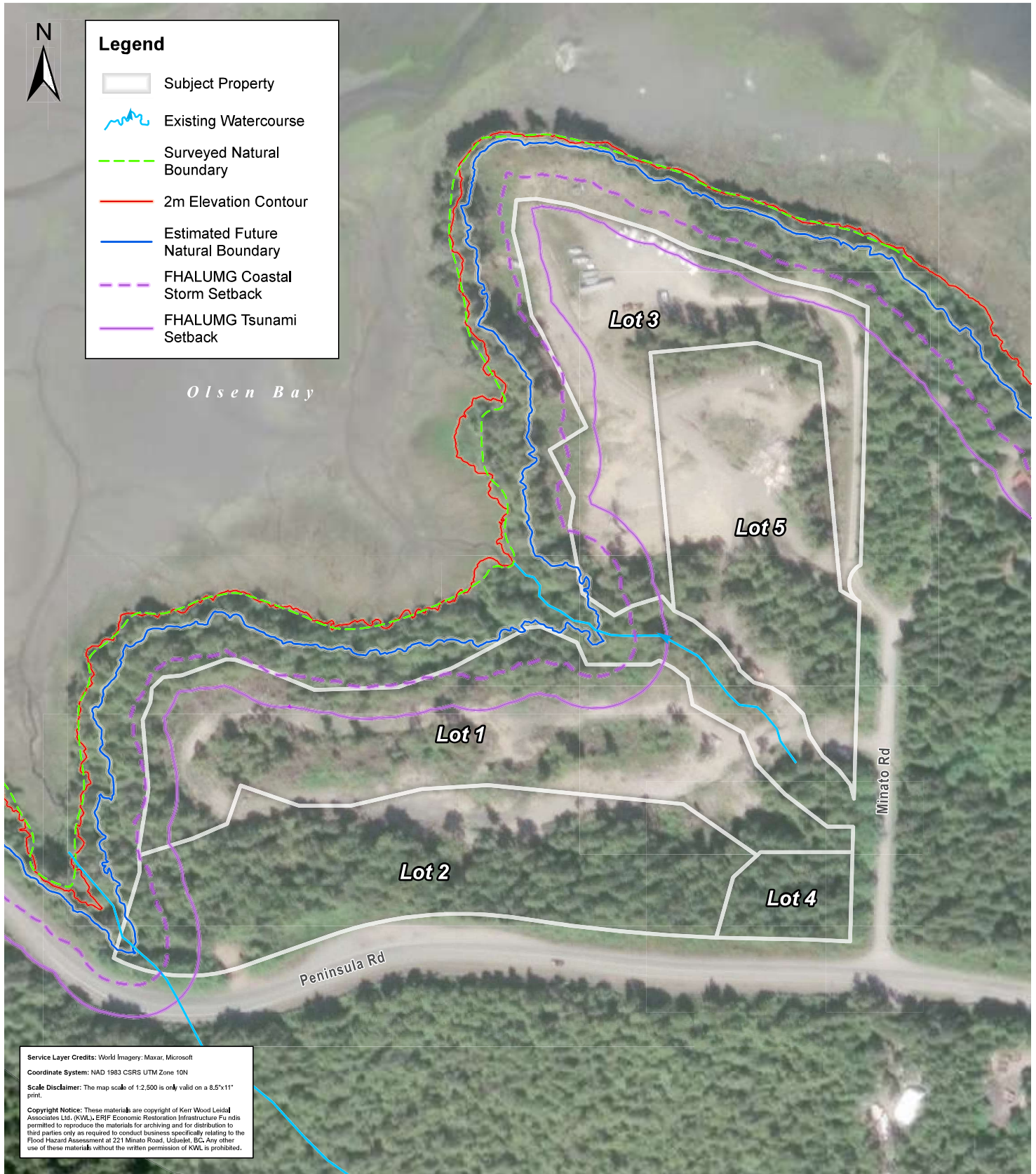
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Appendix D

# Flood Mitigation Plots

# ERIF Economic Restoration Infrastructure Fund

## Flood Hazard Assessment at 221 Minato Road, Ucluelet, BC



Project No. 4558.001

Date December 2024

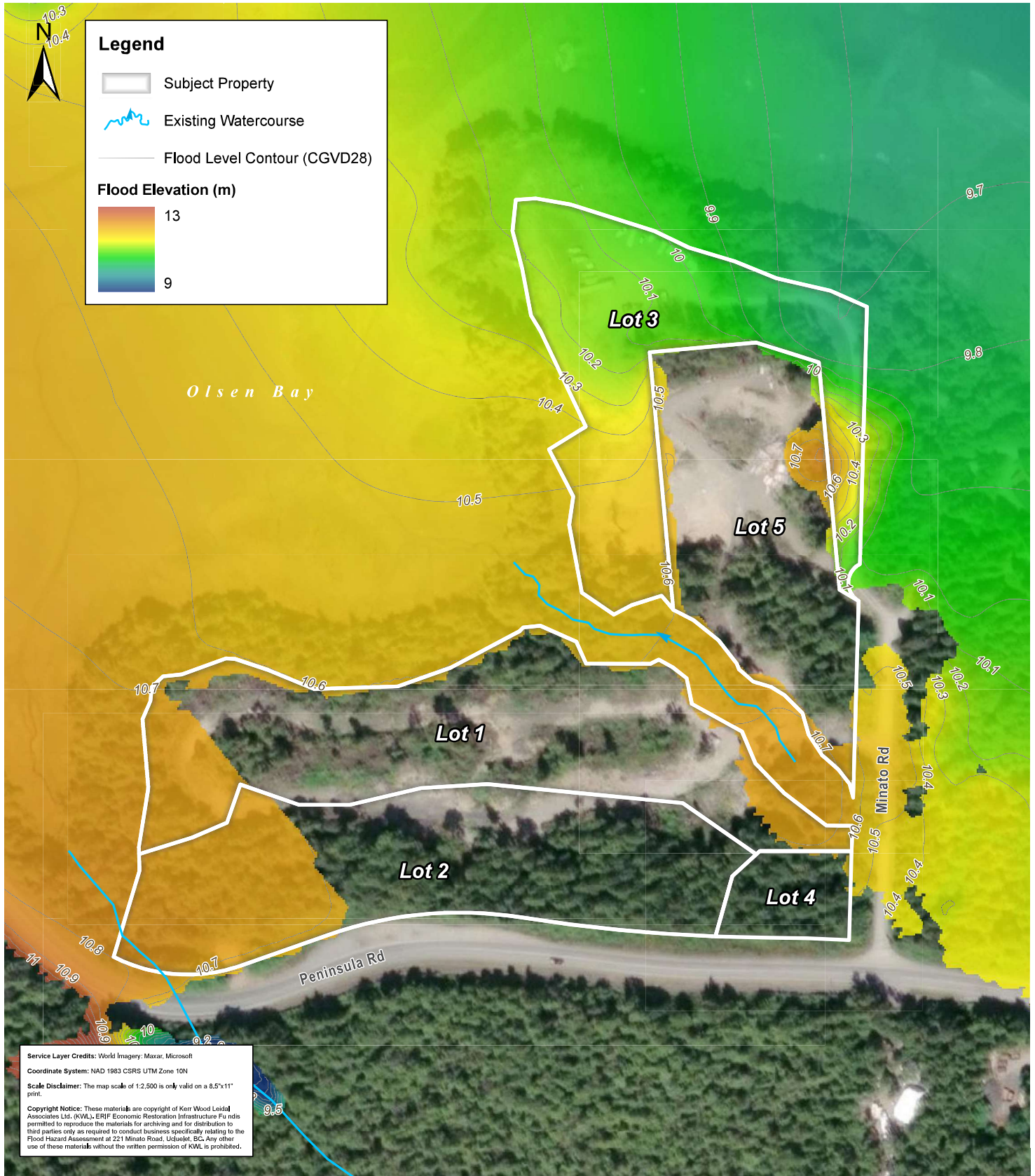
Scale 1:2,500

0 12.5 25 50 m

# Natural Boundary and Setbacks

## Figure D-1

**ERIF Economic Restoration Infrastructure Fund**  
Flood Hazard Assessment at 221 Minato Road, Ucluelet, BC



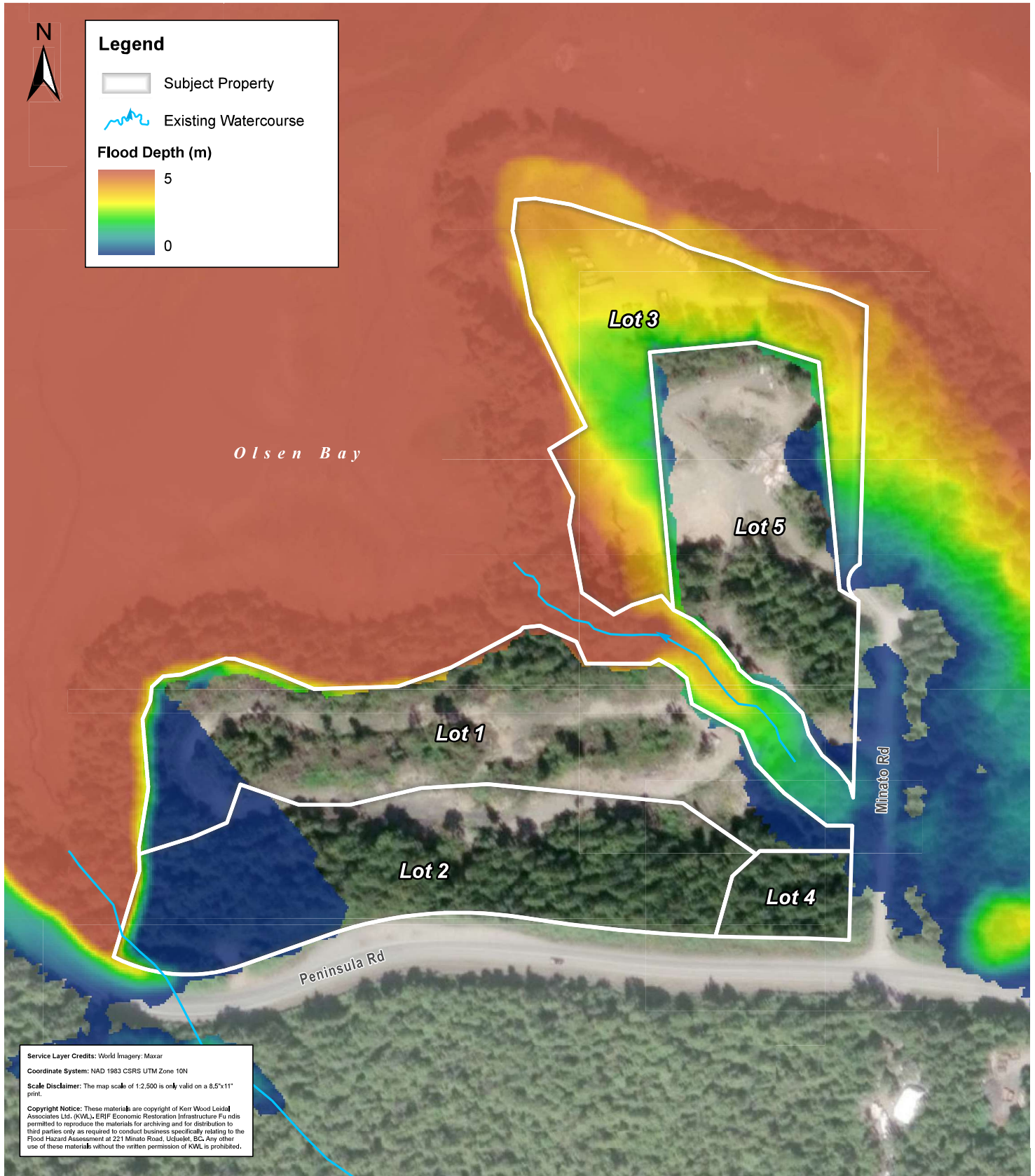
Service Layer Credits: World Imagery: Maxar, Microsoft  
 Coordinate System: NAD 1983 CSRS UTM Zone 10N  
 Scale Disclaimer: The map scale of 1:2,500 is only valid on a 8.5"x11" print.  
 Copyright Notice: These materials are copyright of Kerr Wood Leidal Associates Ltd. (KWL), ERIF Economic Restoration Infrastructure Fund. No permission is granted to reproduce these materials for archiving and for distribution to third parties only as required to conduct business specifically relating to the Flood Hazard Assessment at 221 Minato Road, Ucluelet, BC. Any other use of these materials without the written permission of KWL is prohibited.

Project No. 4558.001  
 Date November 2024  
 Scale 1:2,500  
 0 12.5 25 50 m

# Tsunami Maximum Flood Extents and Levels with Proposed Landfill

## Figure D-2

**ERIF Economic Restoration Infrastructure Fund**  
Flood Hazard Assessment at 221 Minato Road, Ucluelet, BC

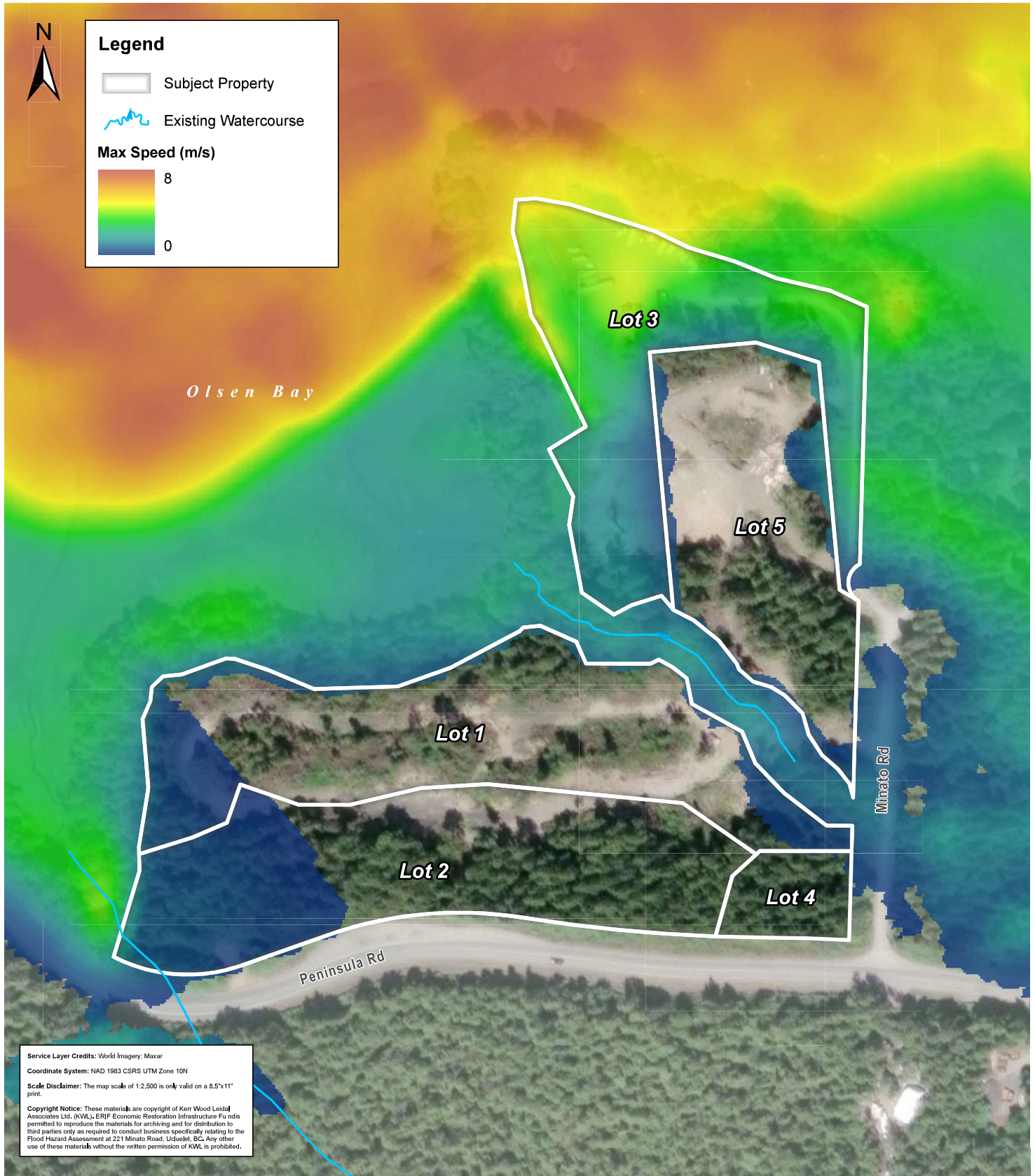


Project No. 4558.001  
Date November 2024  
Scale 1:2,500  
0 12.5 25 50 m

**Tsunami Maximum Flood Levels  
with Proposed Landfill**

**Figure D-3**

**ERIF Economic Restoration Infrastructure Fund**  
Flood Hazard Assessment at 221 Minato Road, Ucluelet, BC



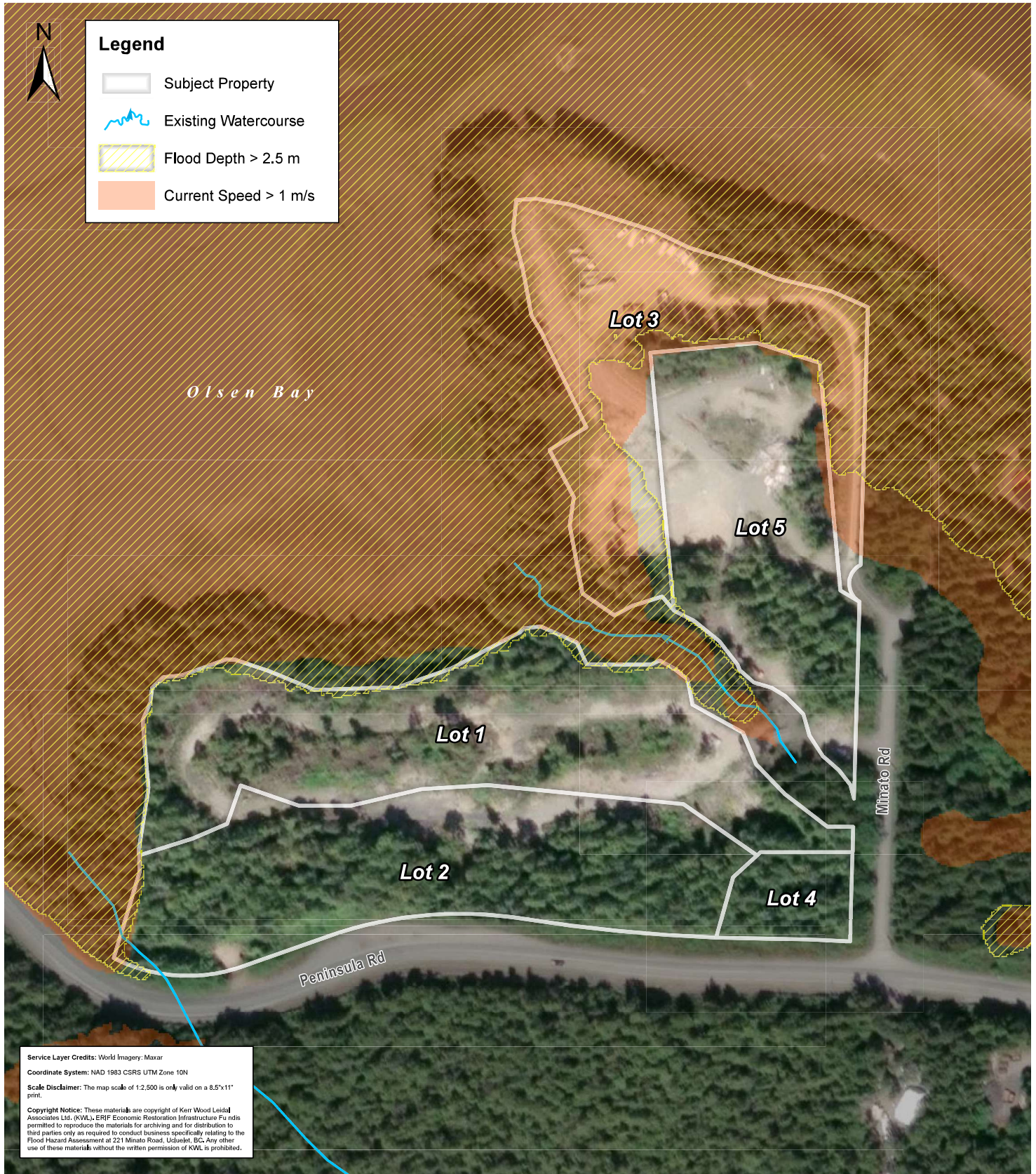
Project No. 4558.001  
Date November 2024  
Scale 1:2,500  
0 12.5 25 50 m

**Tsunami Maximum Current Speed  
with Proposed Landfill**

**Figure D-4**



**ERIF Economic Restoration Infrastructure Fund**  
Flood Hazard Assessment at 221 Minato Road, Ucluelet, BC



Project No. 4558.001  
Date November 2024  
Scale 1:2,500  
0 12.5 25 50 m

**Tsunami High Flood Hazard Area  
with Proposed Landfill**

**Figure D-5**



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Appendix E

# Flood Assurance Statement

# FLOOD ASSURANCE STATEMENT

Note: This statement is to be read and completed in conjunction with the current Engineers and Geoscientists BC *Professional Practice Guidelines – Legislated Flood Assessments in a Changing Climate in BC* (“the guidelines”) and is to be provided for flood assessments for the purposes of the *Land Title Act*, Community Charter, or the *Local Government Act*. Defined terms are capitalized; see the Defined Terms section of the guidelines for definitions.

To: The Approving Authority

Date: October 22, 2024

The District of Ucluelet  
200 Main Street, Ucluelet, BC, V0R 3A0  
Jurisdiction and address

With reference to (CHECK ONE):

- Land Title Act* (Section 86) – Subdivision Approval
- Local Government Act* (Part 14, Division 7) – Development Permit
- Community Charter (Section 56) – Building Permit
- Local Government Act* (Section 524) – Flood Plain Bylaw Variance
- Local Government Act* (Section 524) – Flood Plain Bylaw Exemption

For the following property (“the Property”):

221 Minato Rd, Ucluelet, BC

Legal description and civic address of the Property

The undersigned hereby gives assurance that he/she is a Qualified Professional and is a Professional Engineer or Professional Geoscientist who fulfils the education, training, and experience requirements as outlined in the guidelines.

I have signed, sealed, and dated, and thereby certified, the attached Flood Assessment Report on the Property in accordance with the guidelines. That report and this statement must be read in conjunction with each other. In preparing that Flood Assessment Report I have:

[CHECK TO THE LEFT OF APPLICABLE ITEMS]

- x 1. Consulted with representatives of the following government organizations:  
The District of Ucluelet Planning Department
- x 2. Collected and reviewed appropriate background information
- x 3. Reviewed the Proposed Development on the Property
- 4. Investigated the presence of Covenants on the Property, and reported any relevant information
- 5. Conducted field work on and, if required, beyond the Property
- 6. Reported on the results of the field work on and, if required, beyond the Property
- 7. Considered any changed conditions on and, if required, beyond the Property
- 8. For a Flood Hazard analysis I have:
  - x 8.1 Reviewed and characterized, if appropriate, Flood Hazard that may affect the Property
  - x 8.2 Estimated the Flood Hazard on the Property
  - x 8.3 Considered (if appropriate) the effects of climate change and land use change
  - x 8.4 Relied on a previous Flood Hazard Assessment (FHA) by others
  - x 8.5 Identified any potential hazards that are not addressed by the Flood Assessment Report
- 9. For a Flood Risk analysis I have:
  - x 9.1 Estimated the Flood Risk on the Property
  - x 9.2 Identified existing and anticipated future Elements at Risk on and, if required, beyond the Property
  - x 9.3 Estimated the Consequences to those Elements at Risk

## FLOOD ASSURANCE STATEMENT

10. In order to mitigate the estimated Flood Hazard for the Property, the following approach is taken:
- 10.1 A standard-based approach
  - 10.2 A Risk-based approach
  - 10.3 The approach outlined in the guidelines, Appendix F: Flood Assessment Considerations for Development Approvals
  - 10.4 No mitigation is required because the completed flood assessment determined that the site is not subject to a Flood Hazard
11. Where the Approving Authority has adopted a specific level of Flood Hazard or Flood Risk tolerance, I have:
- 11.1 Made a finding on the level of Flood Hazard or Flood Risk on the Property
  - 11.2 Compared the level of Flood Hazard or Flood Risk tolerance adopted by the Approving Authority with my findings
  - 11.3 Made recommendations to reduce the Flood Hazard or Flood Risk on the Property
12. Where the Approving Authority has not adopted a level of Flood Hazard or Flood Risk tolerance, I have:
- 12.1 Described the method of Flood Hazard analysis or Flood Risk analysis used
  - 12.2 Referred to an appropriate and identified provincial or national guideline for level of Flood Hazard or Flood Risk
  - 12.3 Made a finding on the level of Flood Hazard or Flood Risk tolerance on the Property
  - 12.4 Compared the guidelines with the findings of my flood assessment
  - 12.5 Made recommendations to reduce the Flood Hazard or Flood Risk
13. Considered the potential for transfer of Flood Risk and the potential impacts to adjacent properties
14. Reported on the requirements for implementation of the mitigation recommendations, including the need for subsequent professional certifications and future inspections.

Based on my comparison between:

[CHECK ONE]

- The findings from the flood assessment and the adopted level of Flood Hazard or Flood Risk tolerance (item 11.2 above)
- The findings from the flood assessment and the appropriate and identified provincial or national guideline for level of Flood Hazard or Flood Risk tolerance (item 12.4 above)

I hereby give my assurance that, based on the conditions contained in the attached Flood Assessment Report:

[CHECK ONE]

- For subdivision approval, as required by the *Land Title Act* (Section 86), "that the land may be used safely for the use intended":
  - [CHECK ONE]
  - With one or more recommended registered Covenants.
  - Without any registered Covenant.
- For a development permit, as required by the *Local Government Act* (Part 14, Division 7), my Flood Assessment Report will "assist the local government in determining what conditions or requirements it will impose under subsection (2) of this section [Section 491 (4)]".
- For a building permit, as required by the *Community Charter* (Section 56), "the land may be used safely for the use intended":
  - [CHECK ONE]
  - With one or more recommended registered Covenants.
  - Without any registered Covenant.
- For flood plain bylaw variance, as required by the *Flood Hazard Area Land Use Management Guidelines* and the *Amendment Section 3.5 and 3.6* associated with the *Local Government Act* (Section 524), "the development may occur safely".
- For flood plain bylaw exemption, as required by the *Local Government Act* (Section 524), "the land may be used safely for the use intended".

# FLOOD ASSURANCE STATEMENT

I certify that I am a Qualified Professional as defined below.

Date

December 4, 2024

Prepared by

Clayton Hiles, P.Eng

Name (print)



Signature

844 Courtney St #400,

Address

Victoria, BC V8W 1C4

(250) 595-4223

Telephone

chiles@kwl.ca

Email

Reviewed by

Eric Morris, P.Eng

Name (print)



Signature

(Affix PROFESSIONAL SEAL here)

If the Qualified Professional is a member of a firm, complete the following:

I am a member of the firm Kerr Wood Leidal Associates

and I sign this letter on behalf of the firm.

(Name of firm)

## Preliminary Field Reconnaissance of proposed residential development at 221 Minato Road, Ucluelet BC.



Prepared for: ERIF

Author: Carey Cunneyworth (UFN)

First Nation Traditional Territory: Ucluelet First Nation

Survey Date: August 29, 2024

Field Director: Carey Cunneyworth

Survey Crew: Tyson Touchie Jr (UFN)  
Jay Millar (UFN)

Attachments: Figure 1, Photos 1-3

Archaeological: Yes

Borden #: DfSj-TBA/UFN2024\_001

Site Registration: Carey Cunneyworth

Cover Photo: Tyson Touchie showing CMT 1,  
C.Cunneyworth, img\_8177.jpg





## **1.0 INTRODUCTION**

### **1.1 Objectives**

The objectives of this Preliminary Field Reconnaissance (PFR) survey and report are to:

- (a) Identify the above-ground and/or naturally exposed archaeological, cultural, and heritage resources;
- (b) Record and determine the extent of possible impacts to existing and new archaeological sites by the proposed development;
- (c) Identify and evaluate areas of archaeological potential within the development that may require subsurface testing or monitoring;
- (d) Make recommendations regarding any further archaeological work that may be required, and ways in which possible developmental impacts to the existing archaeological, cultural or heritage resources can be reduced or alleviated.

### **1.2 Survey and Report Summary**

One (1) new archaeological site consisting of one (1) culturally modified tree (CMT) and one (1) traditional use site (TUS) consisting of seven (7) contemporary CMTs were encountered during this survey. Two (2) areas of sub-surface archaeological potential were identified during this survey. No other pre-1846 archaeological, or cultural features were identified during this survey.

Due to the archaeological findings and cultural significance of this area, as well as the impact that this proposed development at C'iiluk<sup>w</sup>is (Olsen Bay) will have on the Yuułu?ił?ath community and to Yuułu?ił?ath territory, further consultation with the Yuułu?ił?ath government – Ucluelet First Nation will be required.

Further archaeological work may be required in relation to this proposed development and recommendations are made in section 7.0.

## **2.0 Background**

### **2.1 General**

In June of 2024, ERIF consulted the Ucluelet First Nation (UFN) concerning a proposed 24.8-acre residential development at 221 Minato Road on partially cleared private lands. Construction of this proposed residential development would require significant alterations to the land consisting of extensive ground alterations and it was communicated to UFN that further tree felling requirements will be kept to a minimum to remove danger trees and to facilitate the site plan, which was not provided at the time of this assessment but has been provided since. Due to the close proximity of this proposed development to registered archaeological sites and known ethnographic sites, UFN considers the area to be of high archaeological potential and requested that a PFR be conducted.

### **2.3 Archaeological and Ethnographic Research**

The location of this proposed development falls entirely within the known traditional territory of the Yuułu?ił?ath (Ucluelet First Nation). The Yuułu?ił?ath are a Nuu-chah-nulth group that have resided on the shores of the Ucluelet Inlet and surrounding area since time immemorial.

Archaeological sites on the Ucluelet Peninsula dates Yuułuʔiłʔatḥ occupation in the area back to over 4000 years ago, with Yuułuʔiłʔatḥ oral histories stretching further back in time. The Yuułuʔiłʔatḥ ancestors evolved with this land over millennia and maintained a deep relationship with it by following a seasonal calendar that involved rotational movement through family-owned places and resources. These ancestors cared for the land and resources, and in return the land and resources supported them. The modern day Yuułuʔiłʔatḥ are a post-contact consolidation of at least seven (7) previously independent primary groups that each consisted of multiple sub-groups and families.

The modern Yuułuʔiłʔatḥ are made up of the following primary groups:

- Yuułuʔiłʔatḥ
- Huʔuʔatḥ
- K̓inaxuumasʔatḥ
- Hitačuʔatḥ
- K̓waayimtaʔatḥ
- Hinap̓iiʔisʔatḥ
- W̓aayiʔatḥ

Prior to conducting fieldwork, archaeological site potential was addressed by reviewing the literature and speaking with the UFN community for known archaeological and ethnographic sites in close proximity to and within the study area.

[REDACTED]

**C'iiluk̓is** is the Yuułuʔiłʔatḥ place meaning “soft beach” now known as Olsen Bay. It is described as the “shallow soft bottomed bay reaching close to the road”

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Permit #: Non-Permit  
Temporary #: N/A  
Borden #: N/A  
Date of visit: August 29, 2024



Photo 1: Jay Millar (UFN) and Tyson Touchie Jr (UFN) with TUS CMTs. Looking N, C.Cunneyworth, img\_8166.jpg

### 3.0 ASSESSMENT METHODS

The field team examined pertinent archaeological site maps and ethnographic maps, as well as aerial photographs and legal boundary maps prior to conducting the actual survey. This assisted in modelling the field reconnaissance and targeting the areas of highest potential within the survey areas.

This field survey occurred on August 29<sup>th</sup>, 2024, and consisted of one UFN archaeologist and two UFN field technicians traversing the defined survey area spaced 5-20m apart. This survey concentrated primarily within the timbered and undeveloped areas of the study area, as well as along the shoreline. All standing and fallen timber within the study area were inspected for cultural modification. All natural exposures were visually inspected for subsurface archaeological deposits. Subsurface testing was not permitted during this PFR survey.

### 4.0 SURVEY RESULTS

#### 4.1 Field Survey

This survey consisted of foot traverse across the entire 24.8-acre property including the entire shoreline which is situated on the south and southwest shores of C'iiłuk<sup>w</sup>is or Olsen Bay. C'iiłuk<sup>w</sup>is or Olsen Bay is located near the mid-point of the Ucluelet harbor on the south side and is between the Yuułuʔiłʔatḥ ancestral village of ʔakmqis and the ancestral and current home village of Hitacu. The survey area is accessed by Minato Road which leads to a road at the entrance of the study area and continues through the study area as roundabouts. This study area has been partially cleared in association with road development through the property.

The survey area generally consisted of an undulating and flat forested terrace with poor drainage along the shoreline and at lower elevations (1-5m), and the undeveloped middle and upper elevations (5-25 m) generally consisted of hummocky and undulating minor slopes with mixed coastal forest including mature old growth. Visibility across the survey area ranged from very poor (1-10 m) in the northeastern portion due to very dense coastal salal and huckleberry undergrowth, to good (10-20 m) in the middle and higher elevations where there are lower amounts of undergrowth in well-spaced forest. Forest composition generally consisted of mixed hemlock and cedar under 100cm diameter, with some old growth cedars measuring over 200 cm in diameter. Large spruce were encountered along the shoreline, and some yew were noted throughout the study area. Deadfall and blowdown amounts were considered low-moderate. No evidence of historical logging in the form of sawn stumps or logs was encountered in the undeveloped forested areas or outside the cleared areas impacted by the built roads.

Survey visibility ranged from very poor - good depending on the forest cover and understory density and survey coverage was achieved across 90% of the total area. Visually inspected natural exposures showed no evidence of any previously unregistered buried archaeological deposits. All exposed rock was inspected for modifications, shelters and overhangs, and no archaeological remains were encountered within any geological features.

One (1) previously unregistered western red cedar CMT was encountered and recorded during this survey. One (1) traditional use site and two (2) areas of subsurface archaeological potential were identified during this survey.

No other surface or subsurface archaeological findings were identified within the survey area during this PFR.

#### **4.2 CMT Site DfSj-TBA / UFN2024-0001**

This site is composed of a single standing old growth western red cedar showing both plank removal and kindling removal scars. Remnant toolmarks on plank notches indicate the use of a 6 cm metal adze.

Based off of the CMT feature typology, the planking technique employed, its estimated age class at time of modification, and the extent of deterioration of the CMT feature, it is highly likely that this CMT predates 1846 and is thereby protected by the *B.C. Heritage Conservation Act* (HCA RSBC 1996, Chapter 187) as an archaeological site.

#### **4.3 Traditional Use Site**

This site consists of seven (7) standing tapered bark strip CMTs showing healing lobe thickness under 5 cm, dating this site to be post-1846 and is therefore not protected by the HCA.

However, as this site is evidence that this forest is currently being used by the Yuułuʔiłʔatḥ or other indigenous people for traditional harvesting and/or other practices that are integral to the cultural identity and wellness of the Yuułuʔiłʔatḥ. This site and surrounding forest is considered to be of cultural significance to the Yuułuʔiłʔatḥ Government – Ucluelet First Nation and its preservation is expected.

#### **4.4 Areas of Potential**

These two (2) areas consist of flat terraces above the high tide line and immediately within the tree line at the base of gentle – moderate slopes in areas of good soil development suitable for sub-surface testing. Due to the general scarcity of landforms like these in the area and their suitability to short term human occupation and/or use, the accessibility to these landforms from the water, and the known Yuułuʔiłʔatḥ presence in the area, the Yuułuʔiłʔatḥ Government – Ucluelet First Nation considers these areas to have further archaeological potential for sub-surface findings such as shell middens and/or lithic scatters.

Permit #: Non-Permit  
Temporary #: N/A  
Borden #: DfSj-TBA/UFN2024\_001  
Date of visit: August 29, 2024



Photo 2: 6 cm metal adze toolmark on CMT 1. Looking E, C.Cunneyworth, img\_8173.jpg



Photo 3: Bottom plank notch of CMT 1. Looking E, C.Cunneyworth, img\_8174.jpg

## 7.0 RECOMMENDATIONS

Based on the results of this assessment, further archaeological work could be required. The following recommendations are made for this proposed development and in the cases any unidentified archaeological features or sites be encountered after this survey.

### 7.1 Avoidance

Complete avoidance of the one (1) registered archaeological site DfSj-TBA as well as the two (2) identified areas of potential, and the one (1) traditional use site that are located within the study area will provide the maximum protection from potential impacts resulting from the proposed residential development.

The Yuułuʔiłʔatḥ Government – Ucluelet First Nation requests complete avoidance of the one (1) registered archaeological sites DfSj-TBA, the two (2) identified areas of potential, and the one (1) traditional use site.

Should any construction and/or development take place within the immediate vicinity of the above-mentioned sites, a Yuułuʔiłʔatḥ representative should be on site to act as a monitor.

### 7.2 Mitigation

If complete avoidance from proposed development related impacts is either not feasible or practical for any of the archaeological and/or cultural resources found within or immediately adjacent this proposed development, then mitigation of these features and sites will be required. Any proposed impact, removal, alteration, or destruction of archaeological remains, including CMTs, will require that the proponent applies for, and obtains, a Heritage Conservation Act (HCA) Section 12.4 Site Alteration Permit (SAP).

Should any future construction and/or development fall within or immediately adjacent the areas of potential, further consultation with the Yuułuʔiłʔatḥ Government – Ucluelet First Nation would be required, and subsurface testing under a Heritage Inspection Permit (HIP) may be required.

### 7.3 General Recommendations

1. That *ERIF* inform all contractors who will be involved with building activities in the proposed development area that archaeological remains in the Province of British Columbia are protected from disturbance, intentional or inadvertent, by the Heritage Conservation Act (RSBC 1996, Chapter 87) and Section 51 of the Forest Practices Code Act (1995);
2. That *ERIF* inform contractors that, in the event that previously unidentified archaeological remains (including culturally modified trees) are encountered during building activities, that all activities with potential impacts to the remains must be halted, and the Ucluelet First Nation must be contacted upon discovery, and be informed of the location, the type/s of archaeological remains encountered, and the nature of the disturbance.

## 8.0 REFERENCES

Applaud, Brian, and Ray Kenny

1996 ***British Columbia Archaeological Impact Assessment Guidelines***. Ministry of Small Business, Tourism and Culture, Archaeology Branch, Victoria.

Brolly, Richard, and Brian Pegg

1998 ***Archaeological Investigations in Ucluelet Traditional Territory***. HCA 1995-048. Prepared by Arcas Consulting Archaeologists LTD

Inglis, R.I, and J.C Haggarty

1986 ***Pacific Rim National Park Ethnographic History***. Report on File, Western Canada Services Centre, Parks Canada, Archaeological Services, Victoria, BC.

Kammler, Henry

2016 ***NCN Barkley Sound Dictionary***. Work in Progress.

Pojar, Jim, and Andy Mackinnon

2004 ***Plants of Coastal British Columbia***. Ministry of Forests and Lone Pine Publishing. Vancouver, BC.

Stryd, Arnoud H.

1997 ***Culturally Modified Trees of British Columbia: A Handbook for Identification and Recording of Culturally Modified Trees***. Ministry of Forests, Vancouver Forest Region, Nanaimo.



**PROJECT:** PROPOSED REZONING & SUBDIVISION  
**LOCATION:** 221 MINATO ROAD, UCLUELET  
**CLIENT:** ERIF

**DRAWING:** SITE PLAN OF POTENTIAL SUBDIVISION

**SCALE:** 1:750  
**DATE:** 05/17/24  
**FILE:** 202403EA  
 2024 BASE PLAN

**WILLIAMSON & ASSOCIATES  
 SURVEYORS**  
 300 PARKER ROAD, NANAIMO, BC V9S 1C6  
 PHONE (250) 759-7171 EMAIL: W@WASURVEYORS.COM

**SITE STATISTICS**  
 LEGAL DESCRIPTION: LOT 1, DISTRICT LOT 256, CLANQUOT DISTRICT, PLAN E229483  
 TOTAL PARCEL AREA: 648.16 (14.68 ac)  
 AREAS AND CONDITIONS ARE PRELIMINARY AND SUBJECT TO CHANGE. FIELD SURVEY HAS NOT BEEN COMPLETED TO CORRELATE LOT BOUNDARIES ON LOT AREAS.  
 THIS PLAN DOES NOT PURPORT TO VERIFY COMPLIANCE WITH THE RESTRICTIONS HEREIN.  
 THE PLAN IS NOT TO BE USED FOR CONVEYANCE OF INTERESTS IN LAND.  
 AERIAL PHOTOGRAPHY SHOWN IS DISTRICT OF UCLUELET AERIAL PHOTOGRAPHY (2013).  
 DOP FLOOD CONSTRUCTION LEVEL FOR PARCEL 4: 4.5m GEODETIC (MAP 413N COORDINATES).



REM 4  
 PLAN V1P75113



# INCORPORATION APPLICATION

BC Society • Societies Act

**CERTIFIED COPY**

Of a document filed with the  
Province of British Columbia  
Registrar of Companies

T.K. SPARKS

**NAME OF SOCIETY:** ERIF HOUSING ASSOCIATION

**Incorporation Number:** S0080987

**Business Number:** 71466 8951 BC0001

**Filed Date and Time:** August 28, 2024 06:10 PM Pacific Time

**Date Society was incorporated or otherwise formed:** August 28, 2024 06:10 PM Pacific Time

## NAME RESERVATION NUMBER

NR 4524641

ERIF HOUSING ASSOCIATION

## APPLICANT INFORMATION

**Last Name, First Name Middle Name:**

HUNT, PAULA

**Mailing Address:**

4 - 3028 ALDER ST S  
CAMPBELL RIVER BC V9H 0E9

## REGISTERED OFFICE ADDRESS INFORMATION

**Delivery Address:**

1855 PERKINS RD  
CAMPBELL RIVER BC V9W 4S2

**Mailing Address:**

1855 PERKINS RD  
CAMPBELL RIVER BC V9W 4S2

## DIRECTOR INFORMATION

**Last Name, First Name Middle Name:**

HUNT, JOSHUA

**Delivery Address:**

1855 PERKINS RD  
CAMPBELL RIVER BC V9W4S2

**Last Name, First Name Middle Name:**

HUNT, PAULA

**Delivery Address:**

1855 PERKINS RD  
CAMPBELL RIVER BC V9W4S2



## INCORPORATION APPLICATION

BC Society • Societies Act

**Last Name, First Name Middle Name:**

THOMPSON, JODIE

**Delivery Address:**

1855 PERKINS RD  
CAMPBELL RIVER BC V9W4S2



## CONSTITUTION

### NAME OF SOCIETY

ERIF HOUSING ASSOCIATION

### SOCIETY'S PURPOSES

To provide quality, below market housing which is crucial to the sustained prosperity and growth of a community by supplying, new home construction, home ownership and home rental programs.





## INCORPORATION APPLICATION

BC Society • Societies Act

### CERTIFICATION

I, Paula Hunt, certify that I have relevant knowledge of the society, and that I am authorized to make this filing.



## **Bylaws of ERIF HOUSING ASSOCIATION**

### **PART 1 - DEFINITIONS AND INTERPRETATION**

#### **1.1** In these Bylaws:

**“Act”** means the *Societies Act* of British Columbia as amended from time to time.

**“Address of the Association”** means the registered office address of the Association on record from time to time with the Registrar.

**“Association”** means ERIF Housing Association.

**“Board”** means the Directors acting as authorized by the Act, the Constitution and these Bylaws in managing or supervising the management of the affairs of the Association and exercising the powers of the Association.

**“Bylaws”** means the bylaws of the Association as filed with the Registrar.

**“Directors”** means those Persons who are, or who subsequently become, directors of the Association in accordance with these Bylaws and have not ceased to be directors, and a “Director” means any one of them.

**“Electronic”** means any system or combination of systems, including but not limited to mail, telephonic, electronic, radio, computer or web-based technology or communication facility that:

- 1) In relation to a meeting or proceedings, permits all participants to communicate with each other or otherwise participate in the proceedings contemporaneously, in a manner comparable, but not necessarily identical, to a meeting where all were present in the same location, and
- 2) In relation to a vote, permits the voters to cast a vote on the matter for determination in a manner that adequately discloses the intentions of the voters.

**“General Meeting”** means a meeting of the Members and includes an annual general meeting and any special or extraordinary general meetings of the Association.

**“Local Community Board”** means the group of Persons to whom certain powers are delegated by the Board in accordance with these Bylaws.

**“Members”** means those Persons’ who are, or who subsequently become, Voting participants, in accordance with these Bylaws and, in either case, have not ceased to be members, and a “Member” means any one of them;

**“Mutatis Mutandis”** means with the necessary changes having been made to ensure that the language makes sense in the context.

**“Ordinary Resolution”** means:

1. a resolution passed by a simple majority of the votes cast in respect of the resolution by the Members:
  - a) in person at a duly constituted General Meeting, or
  - b) by Electronic Means in accordance with these Bylaws, or
  - c) by combined total of the votes cast in person at a General Meeting and the votes cast by Electronic Means; or
2. a resolution that has been submitted to the Members and consented to in writing by at least two-thirds (2/3) of the Members,

and an Ordinary Resolution approved by any one or more of these methods is effective as though passed at a General Meeting of the Association.

**“Person”** means an individual or a body corporate, trust, partnership, fund, an unincorporated association or organization.

**“Registrar”** means the Registrar of Companies of the Province of British Columbia.

**“Special Resolution”** means:

1. a resolution, of which the notice required by the Act and these Bylaws has been provided, passed by a at least two-thirds (2/3) of the votes cast in respect of the resolution by the Members:
  - a) in person at a duly constituted General Meeting, or
  - b) by Electronic Means in accordance with these Bylaws, or
  - c) by combined total of the votes cast in person at a General Meeting and the votes cast by Electronic Means; or
2. a resolution that has been submitted to the Members and consented to in writing by every Member who would have been entitled to vote on the resolution in person at a General Meeting.

and a Special Resolution approved by any one or more of these methods is effective as though passed at a General Meeting of the Association.

**“Terms of Reference”** means a document created by the Board to establish the means by which a Committee or Local Community Board is governed.

- 1.2** Except as otherwise provided, the definitions in the Act on the date these Bylaws become affective apply to these Bylaws and the Constitution.
- 1.3** In these Bylaws, the singular includes the plural, and the masculine includes the feminine and neuter and vice versa unless the context otherwise requires.

## **PART 2 - MEMBERS**

- 2.1** There is one class of Membership in the Association; Voting Membership and this membership is not transferable.
- 2.2** Persons' may become Members only upon the invitation of the Board or through a nomination process approved by a two-thirds majority of the current Members.  
  
Paid employees of the Association are not eligible to be Members of the Association unless approved by a two-thirds majority of the current Members.
- 2.3** Members shall be bound by and submit to the constitution and by-laws of the Association, and such rules and regulations as shall, from time to time, be determined by the Board subject to review by the Membership of the Association at an Annual or Special General Meeting.
- 2.4** The amount of the annual Membership dues, if any, must be determined by the Board. Dues, if any, are payable no later than April 30<sup>th</sup> in each year.
- 2.5** All Members are deemed to be in good standing except for a Member who has failed to pay their annual Membership dues, if any, by April 30<sup>th</sup> in each year. The Member is not in good standing for so long as those dues remain unpaid.
- 2.6** A Member who is not in good standing:
  - a) may not vote at a general meeting, and
  - b) is deemed not to be a voting Member for the purpose of consenting to a resolution of the Members.



**2.7** Membership in the Association shall cease immediately:

1. upon the date which is the later of:
  - a) the date of delivery a letter of resignation in writing to the Secretary or to the address of the Association: and
  - b) the effective date of the resignation stated thereon;
2. upon no longer being a Member in good standing for two (2) consecutive months;
3. upon their expulsion; or
4. when the Member dies or if a corporate entity, upon its dissolution.

**2.8** A Member may be expelled by a Special Resolution.

Notice of a Special Resolution to expel a Member will be provided to all Members and will be accompanied by a brief statement of the reasons for the proposed expulsion.

The Member who is the subject of the proposed expulsion will be provided with an opportunity to respond to the statement of reasons on or before the time the Special Resolution for expulsion is considered by Members.

**2.9** The Association shall be carried on without purpose of gain for its Member(s), and no part of any income of the Association shall be made payable or otherwise available for the personal benefit of the Member(s) thereof, and any profits or other accretions to the Association shall be used for promoting or furthering the purposes.

## **PART 3 - MEETING OF MEMBERS**

**3.1** A General Meeting of the Association will be held at such time and place, in accordance with the Act, as the Board decides.

**3.2** An Annual General Meeting will be held at least once in every calendar year and in accordance with the Act.

**3.3** Every General Meeting other than an Annual General Meeting is an extraordinary general meeting.

The Association will convene an extraordinary general meeting by providing notice in accordance with the Act and these Bylaws in any of the following circumstances:

- a) at the call of the President.
- b) when resolved by Board Resolution; or

c) when such a meeting is requisitioned by the Members in accordance with the Act.

**3.4** The Association will provide notice of every General Meeting to each Member by email sent to the address provided by each Member who has provided the Association with an email address, or by mail to the registered address of the Member, not less than 14 days and not more than 60 days prior to the date of the General Meeting.

**3.5** A notice of a General Meeting must state:

a) specify the place, the day and time of the meeting or if the Board has decided to hold a General Meeting with participation by Electronic means, the notice of that meeting must inform Members how they may participate by Electronic means; and

b) the nature of any business, other than ordinary business, to be transacted at the meeting in sufficient detail to permit a Member receiving the notice to form a reasoned judgment concerning that business.

**3.6** The accidental omission to give notice of a General Meeting to a Member, or the non-receipt of notice by a Member, does not invalidate proceedings at that meeting.

**3.7** The following business is required to be conducted at each annual general meeting of the Association:

- a) the adoption of an agenda;
- b) determine that there is a quorum;
- c) the approval of minutes for previous annual general meeting and extraordinary general meetings held since the previous annual general meeting;
- d) consideration of financial statements and the report of the auditors;
- e) consider Members' proposals submitted in accordance with the Act;
- f) the election of Directors;
- g) the appointment of the auditor; and
- h) such other business, if any, required by the Act or at law to be considered at an Annual General Meeting.

The Annual General Meeting may include other business as determined by the Board in its discretion, so as to allow some or all Members to participate in the meeting remotely.

- 3.8** The Board may decide, in its discretion, to hold any General Meetings in whole or in part by Electronic means.

Where a General Meeting is to be conducted using Electronic means, the Board must take reasonable steps to ensure that all participants are able to communicate and participate in the meeting adequately and that remote participants are able to participate in a manner comparable to participants present in person, if any.

Persons participating by Electronic means are deemed to be present at the General Meeting.

- 3.9** A quorum at any General Meeting shall be 3 Members or 10% of the Membership, whichever is greater, who are in good standing and who are present either in person or by Electronic means, such that all persons participating in the meeting are able to communicate with each other.
- 3.10** If a quorum is not present at a General Meeting within 30 minutes from the time set for holding the meeting, the meeting shall be adjourned and called again in two weeks hence and those present at the second meeting shall constitute a quorum.
- 3.11** If at any time during a General meeting there ceases to be a quorum present, business then in progress will be suspended until there is a quorum present or until the meeting is adjourned or terminated.
- 3.12** The President (or, in the absence or inability of the President, the Vice President) will, subject to a Board Resolution appointing another Person, preside as chairperson at all General Meetings.

If at any General Meeting the President, Vice-President or such alternative Person appointed by Board Resolution, if any, is not present within fifteen (15) minutes after the time appointed for the meeting, the Directors present may select one of their number to preside as chairperson at that meeting.

- 3.13** If a Person presiding as chairperson of a General Meeting wishes to step down as chairperson for all or part of that meeting, they may designate an alternative to chair such meeting or portion thereof, and upon such designated alternative receiving the consent of a majority of the Members present at such meeting, they may preside as chairperson.
- 3.14** A General Meeting may be adjourned from time to time from place to place, but no business will be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

It is not necessary to give notice of an adjournment or of the business to be transacted at an adjourned meeting except where a meeting is adjourned for

more than fourteen (14) days, in which case notice of the adjourned meeting will be given as in the case of the original meeting.

## **PART 4 - VOTING BY MEMBERS**

- 4.1** Unless the Act, these Bylaws or adopted rules of order provide otherwise, every issue for determination by a vote of the Members will be decided by Ordinary Resolution.
- 4.2** Each Member in good standing is entitled to one (1) vote on matters for determination by Members. No other person is entitled to vote on a matter for determination by Members, whether at a General Meeting or otherwise.
- 4.3** Voting by Members may occur by any one or more of the following methods, in the discretion of the Board:
- a) by show of hands or voting cards:
  - b) by written ballot; or
  - c) by vote conducted by Electronic means.

Where a vote is to be conducted by show of hands or voting cards, and prior to the question being put to a vote, a number of members equal to not less than ten percent (10%) of the votes present may request a secret ballot, and where so requested the vote in question will then be conducted by written ballot or other means whereby the tallied votes can be presented anonymously in such a way that is impossible for the assembly to discern how a given Member voted.

- 4.4** Voting by proxy is not permitted.

## **PART 5 - DIRECTORS**

- 5.1** The Board will have the authority and responsibility for the development of policy and to manage, or supervise the financial and operational management of, the property, programs and the affairs of the Association.
- 5.2** Only Members in good standing may stand for election as Director.

A Member in good standing may nominate another Member in good standing for Director either before or at a General Meeting at which a Director is to be elected.

In order to stand for election as a Director, an individual must be a Member in good standing for at least 10 days in advance of such General Meeting.

**5.3** The term of office for elected Directors will normally be two (2) years. Directors may be appointed for consecutive two (2) year terms but may not be re-appointed after serving three (3) consecutive terms for a period unless approved by a two-thirds majority of the current Members.

**5.4** Elected Directors will be elected by Members at a General Meeting and will take office commencing at the close of such meeting and the term of office of a Director ends at the close of the Annual General Meeting at which their term expires.

**5.5** Where a Director dies or resigns their office, the Board may, at any meeting, thereafter, appoint a Member to the Board in the place of the absent Member.

The Board may, at any time, appoint a Member in good standing as a Director to fill up to three (3) vacancies on the Board. Directors so appointed will serve only until the next Annual General Meeting.

The appointed replacement Director may run for the vacant position.

**5.6** Any Board Member may be suspended from the Board if, in the opinion of the Board, the Director is grossly negligent in the performance of their duties, providing however, that any Board Member so suspended shall be at liberty to appeal the decision of the Board directly to the Membership of the Association at the next General Meeting.

**5.7** Members may remove a Director before the expiration of such Director's term of office by Special Resolution and may elect a replacement Director by Ordinary Resolution to serve for the balance of the removed Director's term.

**5.8** A Person will immediately cease to be a Director:

a) upon the date which is the later of:

1) the date of delivery a letter of resignation in writing to the Secretary or to the address of the Association: and

2) the effective date of the resignation stated thereon;

b) upon the expiry of their term;

c) upon their suspension or removal; or

d) upon their death.

**5.9** The Board may exercise all such powers and do all such acts and things as the Association may exercise and do, and which are not by these Bylaws or by statute or otherwise lawfully directed or required to be exercised or done by the Members in General Meeting, but nevertheless subject to the provision of:

a) all laws affecting the Association; and

b) these Bylaws and the Constitution.

Without limiting the generality of the foregoing, the Board will have the power to make expenditures including grants, gifts and loans, whether or not secured or interest-bearing, in furtherance of the purposes of the Association. The Board also have the power to enter into trust arrangements or contracts on behalf of the Association in furtherance of the purposes of the Association.

**5.10** No Director shall receive any remuneration for services rendered to the Association in any capacity, but the Board may grant any of its Directors and Members monies for reasonable expense incurred in connection with the business of the Association. The Association will not alter or delete this bylaw without first obtaining the written consent from the British Columbia Housing Management Commission.

**5.11** The Board may, at any time, raise or borrow or otherwise obtain or secure any sum of money for the purposes of the Association, subject to the provisions of the Act.

**5.12** If the Board is required to invest funds on behalf of the Association, the Board may invest the property of the Association in any form of property or security in which a prudent investor might invest. The standard of care required of the Directors is that they will exercise the care, skill, diligence and judgment that a prudent investor would exercise in making investments considering the purposes and distribution requirements of the Association.

**5.13** The Directors may obtain advice with respect to the investment of the property of the Association and may rely on such advice if a prudent investor would rely upon the advice in comparable circumstances.

**5.14** The Directors may delegate to a stockbroker, investment dealer, or investment counsel the degree of authority with respect to the investment of the Association's property that a prudent investor might delegate in accordance with ordinary business practice.

## **PART 6 - PROCEEDINGS OF THE BOARD**

**6.1** Meetings of the Board may be held at any time and place determined by the Board.

The President, or in absence of the President, the Vice-President, or by any two (2) Directors at any time request the Secretary to convene a meeting of the Board.

**6.2** Meetings of the Board may be held at any time and place determined by the Board provided that two (2) days' notice of such meeting will be sent to each Director.

However, no formal notice will be necessary if all Directors were present at the preceding meeting when the time and place of the meeting was decided or are present at the meeting or waive notice thereof or give a verbal waiver to the Secretary.

- 6.3** The Board may decide, in its discretion, to hold any meeting or meetings of the Board in whole or part by Electronic means.
- 6.4** The quorum for the transaction of business at a Board meeting is a majority of the Directors.
- 6.5** The Board may regulate their meetings and proceedings as they think fit.
- 6.6** A Director who has a direct or indirect interest in a contract or transaction proposed with the Association, or a matter for consideration by the Directors:
  - a) will be counted in the quorum at a meeting of the Board at which the contract, transaction or matter considered;
  - b) will disclose fully and promptly the nature and extent of their interest in the contract, transaction or matter;
  - c) is not entitled to vote on the contract, transaction or matter;
  - d) will absent themselves from the meeting or portion thereof:
    - 1) at which the contract, transaction or matter is discussed, unless requested by the Board to remain to provide relevant information; and
    - 2) in any case, during the vote on the contract, transaction or matter; and
  - e) refrain from any action intended to influence the discussion or vote.

The Board may establish further policies governing Director and Member conflicts of interest provided that such policies must not contradict the Act or these Bylaws.

## **PART 7 - LOCAL COMMUNITY BOARDS & COMMITTEES**

- 7.1** The Board of Directors may, in its discretion, decide to establish a Community Board ("Local Community Board") in a locality in which the Association has an interest.
- 7.2** In the event the Board decides to establish a Local Community Board, it must establish a Terms of Reference for such Local Community Board. The Terms of Reference must describe the governance structure of the Local Community Board, the role of the Local Community Board and the powers to be

delegated to the Local Community Board. The Board may, in its discretion, amend any Terms of Reference established for a Local Community Board in any manner it sees fit at any time.

- 7.3** The Board may delegate such of its powers to a Local Community Board as it thinks fit.

The members of a Local Community Board may meet and adjourn as they think proper, and meetings of the Local Community Board will be governed *mutatis mutandis* by the rules set out in this Bylaws governing proceedings of the Board.

- 7.4** The Board may, in its discretion, revoke a Local Community Board and terminate its Terms of Reference any time except that it may not revoke a Local Community Board and terminate its Terms of Reference if a Notice of Dispute has been issued in accordance with Bylaw 7.5 hereof.

- 7.5** The Dispute, Resolution and Secession of a Local Community Board are governed by the following:

1. In the event that the Local Community Board (the “Dissenting Community Board”) and the Board have a disagreement, either may provide the other with a Notice of Dispute. The recipient of a Notice of Dispute is required to meet with the donor of the Notice of Dispute within 45 days of the delivery of the Notice of Dispute to the recipient, at which time the issue which is the subject of the disagreement will be discussed and, if possible, resolved by mutual agreement.
2. In the event the Dissenting Community Board and the Board cannot resolve their disagreement in accordance with the procedure described in Bylaw 7.5.1 with 90 days after its commencement, then provided that a Secession Resolution has not been delivered in accordance with Bylaw 7.5.3 the Board and the Dissenting Community Board must mediate. If a mediation does not result in an agreement between the Board and the Dissenting Board Community Board within 90 days of the commencement of mediation, then the Board and the Dissenting Community Board must arbitrate. Any mediation or arbitration will be conducted in accordance with rules established by the British Columbia International Arbitration Centre.
3. In the event the Dissenting Community Board and the Board cannot resolve their agreement in accordance with the procedure described by Bylaw 7.5.1, then the Dissenting Community Board may, within 90 days of the date upon which the meeting described by Bylaw 7.5.2 is held, pass a Secession Resolution provided that the Dissenting Community Board has first followed the procedures mandated by any Terms of Reference relating to the secession of a Housing Program



established by the Board. If a Secession Resolution is passed, then a copy must be delivered to the Board as soon as reasonably possible.

4. In the event that a Secession Resolution is passed and delivered to the Board, the Board and the Dissenting Community Board must then commence a negotiation, in good faith, with respect to the secession of the Housing Program from the Association. Such negotiations must commence no later than 45 days after the delivery of the Secession Resolution to the Board. Any real property or interest in real property with the Housing Program will remain the property of the Association. The Board and the Dissenting Community Board will negotiate in good faith the transfer of property other than real property and employees and the liabilities associated with the Housing Program.

In the event the negotiation does not result in an agreement with the parties within 90 days after its commencement, then the Board and the Dissenting Community Board must mediate. If a mediation does not result in an agreement between the Board and the Dissenting Community Board within 90 days of the commencement of mediation,

then the Board and Dissenting Community Board must arbitrate. Any mediation or arbitration will be conducted in accordance with rules established by the British Columbia International Arbitration Centre.

- 7.6** The Board may create such standing and special committees as may from time to time be required. Any such committee will limit its activities to the purpose or purposes for which it is appointed and will have no powers except those specifically conferred by Board Resolution.

The Board may delegate any, but not all, of its powers to committees which may be in whole or in part composed of Directors as it thinks fit.

The members of a committee may meet and adjourn as they think proper, and meetings of the committee will be governed *mutatis mutandis* by the rules set out in this Bylaws governing proceedings of the Board.

- 7.7** Unless specifically designated as a standing committee, a committee is deemed to be a special committee, and any special committee so created must be created for a specified time period.

A special committee will automatically be dissolved upon the earlier of the following:

- a) the completion of the specified time period; or
- b) the completion of the task for which it was created.

- 7.8** In the event the Board decides to create a committee, it must establish a Terms of Reference for such committee. A committee, in the exercise of the

powers delegated to it, will conform to any rules that may from time to time be imposed by the Board in terms of the reference or otherwise, and will report every act or thing done in exercise of those powers at the next meeting of the Board held after it has been done, or at such other time or times as the Board may determine.

## **PART 8 - OFFICERS**

**8.1** The officers of the Association shall be a President, a Vice-President, a Treasurer and a Secretary, together with such officers, if any, as the Board, in its discretion, may create. All officers must be Directors. No officer may hold the same office for more than three (3) consecutive years and the President may not be a Community Board Representative.

The Board may, by Board Resolution, create and remove such other officers of the Association as it deems necessary and determines the duties and responsibilities of all officers.

**8.2.** At each meeting of the Board immediately following an annual general meeting, the Board will elect the officers.

**8.3** The term of office for each officer will be one (1) year, commencing on the date the Director is elected as an officer in accordance with Bylaw 8.2 and continuing until the first meeting of the Board held after the next following annual general meeting. A Director may be elected as an officer for consecutive terms.

**8.4** A Person may be removed as an officer by Board Resolution.

**8.5** Should the President or any other officer for any reason be unable to complete their term, the Board will remove such officer from their office and will elect a replacement without delay.

**8.6** The President will supervise the other officers in the execution of their duties and will preside at all meetings of the Association and the Board.

**8.7** The Vice-President will assist the President in the performance of their duties and will, in the absence of the President, perform those duties. The Vice-President will also perform such additional duties as may be assigned by the Board.

**8.8** The Secretary will be responsible for making the necessary arrangements for:

- a) the issuance notices of meetings to the Association the Board;
- b) the keeping of minutes of all meetings of the Association and the Board;

- c) the custody of all records and documents of the Association, except those required to be kept by the Treasurer;
- d) the maintenance of the Register of Members; and
- e) the correspondence of the Association.

**8.9** In the absence of the Secretary from any meeting, the Board must appoint another individual to act as secretary at that meeting.

**8.10** The Treasurer will be responsible for making the necessary arrangement for:

- a) the keeping of such financial records, reports and returns, including books of account as are necessary to comply with the Act and the Income Tax Act; and
- b) the rendering of financial statements to the Directors, Members and others, when required.

**8.11** The officers of Secretary and Treasurer may be held by one Person who will be known as the Secretary-Treasurer.

## **PART 9 - INDEMNIFICATION**

**9.1** To the extent permitted by the Act, each Director and eligible party (as defined by the Act) will be indemnified by the Association against all costs, charges and expenses, including legal and other fees, actually and reasonably incurred in connection with any legal proceedings or investigative action, whether current, threatened, pending or completed, to which that Person by reason of their holding or having held authority with the Association:

- a) is or may be joined as a party to such legal proceeding or investigative action; or
- b) is or may be liable for or in respect of a judgment, penalty or fine awarded or imposed in, or an amount paid in settlement of, such legal proceeding or investigative action.

**9.2** The Association may purchase and maintain insurance for the benefit of any of all Directors, officers, employees or agents against personal liability incurred by any such Person as a Director, officer, employee or agent.

## **PART 10 - EXECUTION OF INSTRUMENTS**

**10.1** The Association will not have a corporate seal.

**10.2** Contracts, documents or instruments in writing requiring execution by the Association will be signed by the President together with the Secretary or Treasurer and all contracts, documents and instruments in writing so signed will be binding upon the Association without any further authorization or formality.

The Board will have power from time to time by Board Resolution to appoint any officer or officers, or any Person or Persons, on behalf of the Association to sign contracts, documents and instruments in writing generally or to sign specific contracts, documents or instruments in writing.

## **PART 11 - FINANCIAL MATTERS**

**11.1** The Association will maintain such financial and accounting records and books of account as are required by the Act and applicable laws.

The Accountant (General or Chartered) of the Association shall have the right of access at all reasonable times to all financial records, documents, books and accounts of the Association, and shall be entitled to require from the Board and Management of the Association, such information and explanations as may be necessary for the purpose of the Financial Report.

**11.2** In order to carry out the purpose of the Association, the Board may, on behalf of and in the name of the Association, raise, borrow or secure the payment or repayment of money in any manner it decides, including the granting of guarantees, and in particular, but not without limiting the foregoing, by the issue of debentures.

Members may, by Special Resolution, restrict the borrowing powers of the Board.

**11.3** The Association is required to be audited and:

1. Will annually appoint an auditor with the qualifications required by the Act and will comply with the relevant provisions of the Act and this Part.
2. An auditor will be appointed at a Annual General Meeting to hold office until such auditor is reappointed at a subsequent Annual General Meeting or successor is appointed in accordance with the procedures set out in the Act.
3. Except as provided in Bylaw 11.3.4, the Board will fill any vacancy occurring in the office of auditor and an auditor so appointed will hold office until the next annual general meeting.
4. An auditor may be removed and replaced by Ordinary Resolution in accordance with the procedures set out in the Act.

5. An auditor will be promptly informed in writing of such appointment or removal.
6. The auditor must prepare a report on the financial statements of the Association in accordance with the requirements of the Act and applicable law.
7. The auditor is entitled in respect of a General Meeting to:
  - a) receive every notice relating to the meeting to which a Member is entitled;
  - b) attend the meeting; and
  - c) to be heard at the meeting on any part of the business of the meeting that deals with the auditor's duties or functions.

An auditor who is present at a General meeting at which the financial statements are considered must answer questions concerning those financial statements, the auditor's report and any other matter relating to the auditor's duties or function.

## **PART 12 - NOTICE GENERALLY**

**12.1** Except as otherwise provided in these Bylaws, notice to Members or Directors may be delivered either by mail or email.

**12.2** A notice sent by email shall be deemed to have been received on the same day the notice is sent, provided the notice was delivered without an "electronic error message" notification.

A notice sent by mail shall be deemed to have been received on the third day after the day which the notice is posted, provided that the notice was properly addressed and put in a Canadian post office receptacle.

## **PART 13 - MISCELLANEOUS**

**13.1** At any time the Directors may require, on terms and conditions, a Director, Officer, Member, or a former Director, Officer, or Member to return any property or document belonging to the Association that happens to be in the control or possession of such Director, Officer, Member, or such former Director, Officer or Member.

**13.2** No public announcement may be made in the name of the Association unless authorized by the Board, or by some person to whom the Board has delegated this authority.

**13.3** Only official records as provided by the Act are available for inspection by, and disclosure to:

1. Members in good standing, upon providing not less than fourteen (14) days' notice in writing to the Association. Members may inspect documents at the address of the Association during the Association's normal business hours. All other records are only accessible at the sole discretion of the Directors. The Directors will establish procedures for the inspection and disclosure of all official records.

2. Directors. The documents and records of the Association, including the financial and accounting records and the minutes of General Meetings, Local Community Boards, committee meetings and meetings of the Board, will be open to inspection of any Director at reasonable times and on reasonable notice.

**13.4** Upon winding-up or dissolution of the Association, any funds of the Association remaining after the satisfaction of its debts and liabilities shall be given or transferred to a charitable organization (or organizations) in Canada, promoting aims similar to those of the Association, as may be decided by the Board at the time of winding up or dissolution. The Association will not alter or delete this bylaw without first obtaining the written consent from the British Columbia Housing Management Commission.

**13.5** The operations of the Association are to be primarily carried out on Vancouver Island, in the Province of British Columbia.

**13.6** The Association will not alter or delete the housing purpose set out in its constitution and the Association will not alter or delete this bylaw without first obtaining the written consent of the British Columbia Housing Management Commission.

## **PART 14 - BYLAWS**

**14.1** The Constitution and By-laws of the Association shall not be altered or added to except by a special resolution of the Association at a General or a special meeting, of which notice specifying the intention to propose the resolution as a special resolution has been duly given.

**14.2** Any alteration to the Bylaws or Constitution will take effect on the date the alteration application is filed with the Registrar in accordance with the Act.

## **CONSTITUTION of ERIF HOUSING ASSOCIATION**

1. The name of the Association is:

ERIF Housing Association

2. The Purposes of the Association are:

To provide quality, below market housing which is crucial to the sustained prosperity and growth of a community by supplying, new home construction, home ownership and home rental programs.







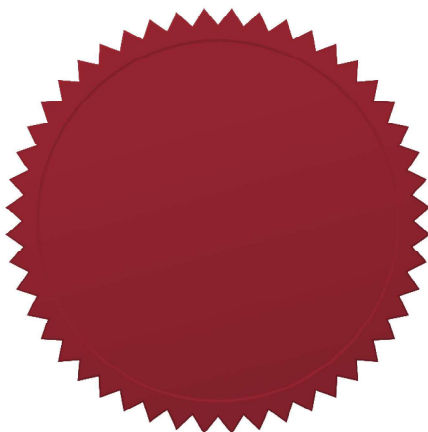
Number: S0080987

Societies Act  
**Certificate of Incorporation**

**ERIF HOUSING ASSOCIATION**

I Hereby Certify that ~

ERIF HOUSING ASSOCIATION was incorporated under the *Societies Act* on August 28, 2024 at 06:10 PM Pacific Time.



Issued under my hand at  
Victoria, British Columbia

A handwritten signature in black ink, appearing to read "T.K. Sparks".

T.K. SPARKS



## CONSTITUTION

BC Society • Societies Act

**CERTIFIED COPY**

Of a document filed with the  
Province of British Columbia  
Registrar of Companies

T.K. SPARKS

NAME OF SOCIETY: **ERIF HOUSING ASSOCIATION**

Incorporation Number: S0080987

Business Number: 71466 8951 BC0001

Filed Date and Time: August 28, 2024 06:10 PM Pacific Time

The name of the Society is ERIF HOUSING ASSOCIATION

The purposes of the Society are:

To provide quality, below market housing which is crucial to the sustained prosperity and growth of a community by supplying, new home construction, home ownership and home rental programs.



**D**

**DISTRICT OF UCLUELET Bylaw**

**No. XXXX, 2024**

A Bylaw to Authorize the District of Ucluelet to Enter into a Housing Agreement.

(221 Minato Road)

**WHEREAS** the Municipality may, by Bylaw, under Section 483 of the *Local Government Act* enter into a Housing Agreement which may include terms and conditions agreed to by the Municipality and the Owner regarding the occupancy of the housing units identified in the Agreement;

**AND WHEREAS** the Municipality has rezoned the property at 221 Minato Road to a new **Comprehensive Development Zone** to enable the development of 251 home units and a commercial zone.

**AND WHEREAS** the Owner proposes to subdivide the land to create Lot 1 and Lot 2, with plans to provide 182 home units to be rented and sold at prices attainable to Ucluelet households. This means that at least 70% of the home units will be attainably priced, of the total 251 homes proposed for 221 Minato Road.

**AND WHEREAS** the Owner proposes to subdivide the Land for Lot 1 and build 75 home units on Lot 1. These will be for 'Attainable' home ownership with pricing as defined in the Housing Agreement. The criteria for eligibility to purchase, use and management overseen by the not-for-profit ERIF Housing Association and the Serenity Landing Housing Committee (EHA Ucluelet Local Community Board).

**AND WHEREAS** the Owner proposes to subdivide the Land for Lot 2 and construct 107 home units, with at least 30% dedicated as 'Affordable' rentals, with rental caps and eligibility fixed by the terms of 'CMHC Affordable Housing Fund' government grant funding. The balance of home units on Lot 2 will be rented at an 'attainable' price as defined in the Housing Agreement. Attainable rentals will have eligibility established and overseen by the not-for-profit ERIF Housing Association and the Serenity Landing Housing Committee (EHA Ucluelet Local Community Board).

**AND WHEREAS** the Owner has offered to enter a Housing Agreement over proposed Lot 1 and Lot 2, with plans to build 182 home units sold or rented at 'attainable' rates, or rented at 'affordable' rent rates under grant funding terms. The Owner reserves the right to adjust the number and percentage of affordable and attainable rentals and sales proportionately in the event that final housing unit numbers approved, funded or able to be constructed on Lot 1 and Lot 2 fall below 182 home units or the total site development falls below 251 units.

**AND WHEREAS** the Owner has offered to register a Housing Agreement to ensure that the housing units are developed as proposed on the Lands described in this Bylaw, and the Municipality has deemed it expedient to require the Owner to enter into a Housing Agreement with the Municipality pursuant to Section 483 of the *Local Government Act*;

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

1. The Municipality is authorized to enter into Housing Agreements pursuant to Section 483 of the Local Government Act, in substantially the form attached to this Bylaw as Schedules “A” and “B”, with respect to the land located in the District of Ucluelet known as 221 Minato Road and being more particularly known and described as:

**LOT 1 DISTRICT LOT 286, CLAYOQUOT DISTRICT PLAN VIP79908**

as shown shaded on the map attached to this bylaw as Appendix “A”.

2. The Mayor and the Chief Administrative Officer of the Municipality are authorized to execute the Housing Agreements on behalf of the Municipality.

### **CITATION**

3. This bylaw may be known and cited for all purposes as the “**Ucluelet Housing Agreement Bylaw No. XXXX, 2024**”.

**READ A FIRST TIME** this     day of     , 2024.

**READ A SECOND TIME** this     day of     , 2024.

**READ A THIRD TIME** this     day of     , 2024.

**ADOPTED** this     day of     , 2024.

**CERTIFIED A TRUE AND CORRECT COPY** of “Ucluelet Housing Agreement Bylaw No. **XXXX**, 2024”

Marilyn McEwan Mayor

Duane Lawrence

Corporate Officer

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

Duane Lawrence Corporate  
Officer

# Appendix "A" to Ucluelet Housing Agreement Bylaw No. XXXX, 2024

Subject property: Proposed Lots 1 and 2 to be subdivided from existing Lot 1 District Lot 286, Clayoquot District, Plan VIP79908



**Schedule A to Ucluelet Housing Agreement Bylaw No. XXXX, 2024**

**AFFORDABLE HOME OWNERSHIP HOUSING AGREEMENT, SECTION 219  
COVENANT, AND INDEMNITY**

THIS AGREEMENT dated for reference the    day of    , 2024

is BETWEEN:

**DISTRICT OF UCLUELET**, 200 Main Street, PO Box 999, Ucluelet, B.C., V0R 3A0

(the “District”)

AND:

(the “Owner”)

GIVEN THAT:

- A. The Owner is the registered owner of [*insert particulars*] (the “Land”);
- B. Pursuant to section 483 of the *Local Government Act*, the District may, by bylaw, enter into a housing agreement, which agreement may include terms and conditions agreed to by the District and the Owner regarding the occupancy of the housing units identified in the agreement;
- C. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the District in respect of the use of land or construction on land; and,
- D. The Owner and the District wish to enter into this Agreement to provide for **attainable** housing on the terms and conditions set out in this Agreement;

THIS AGREEMENT is evidence that, in consideration of the mutual promises contained herein and the payment of \$1.00 by the District to the Owner (the receipt and sufficiency of which the Owner hereby acknowledges), the parties agree pursuant to section 219 of the *Land Title Act* and section 483 of the *Local Government Act* as follows:

**PART I – DEFINITIONS**

- 1. In this Agreement, the following words have the following meanings:

- (a) 'Dwelling Unit' and 'Home Unit' means a residential dwelling unit constructed or located on **Proposed Lot 1 of 221 Minato Road following subdivision**. Specifically this is defined as:
- (i) for proposed **Lot 1: 75 home units in a mix of one-, two- and three-bedroom units (with mortgage helper secondary suite) planned for 'Attainable' home ownership with criteria for sale, eligibility to purchase, use and management overseen by not-for-profit ERIF Housing Association and the Serenity Landing Housing Committee (EHA Ucluelet Local Community Board).**
  - (ii) **The Owner reserves the right to adjust the number and percentage of attainable sales proportionately in the event that final housing unit numbers approved, funded or able to be constructed on Lot 1 and Lot 2 fall below 182 home units.**
- (b) "Qualified Person" for **Lot 1 Attainable Housing** a "Qualified Person" means an individual who meets the qualifying criteria **established and updated as required by the Serenity Landing Housing Committee (EHA Ucluelet Local Community Board) of the not-for-profit ERIF Housing Association which may include:**
- (a) Residency requirements within the Alberni Clayoquot Regional District for at least **one (1) year; or can demonstrate they are relocating for employment or ventures that positively impact community growth, even if they have not met the one (1) year residency requirement.**
  - (b) **has demonstrated active contribution to the Ucluelet community including employment or volunteering for more than one (1) year with one or more businesses or institutions within the District of Ucluelet or lands of the Yuułuʔiłʔatḥ Government, Barkley Community Forest, Toquaht Nation, District of Tofino, Alberni-Clayoquot Regional District Area 'C', Pacific Rim National Park Reserve, or BC Parks and Protected Areas in the region,**
  - (c) or a Senior who has retired from full-time permanent employment by one or more businesses or institutions and has worked or volunteered within the area described above for five (5) out of the previous ten (10) years, or is receiving disability assistance under the *Employment and Assistance for Persons with Disabilities Act*;
  - (d) **meets any other criteria for income, loan eligibility and terms of purchase as established by the Serenity Landing Housing Committee (EHA Ucluelet Local Community Board) of ERIF Housing Association which may be amended by determination of the Committee as required.**
- (c) "The Land" means proposed Lot 1 to be subdivided from the parcel known as Lot 1 District Lot 286, Clayoquot District, Plan VIP79908 or 221 Minato Road. The Owner has offered to enter a Housing Agreement on proposed Lot 1 and Lot 2 only.
- (d) "Attainable" housing means a price of mortgage repayments relative to Ucluelet

household income. The formula for this calculation is as follows:

- (i) Attainable is defined in the Official Community Plan as housing that is affordable to Ucluelet households earning 120% or less than the median gross household income, as determined by the latest census, spending no more than 30% of their household income on housing costs. Notwithstanding any future amendment of the definition of 'Attainable' housing by Council or in the Official Community Plan, the rate for attainable rent and mortgage repayments will be no less than the sum in the definition above and formula below.
- (ii) For the current 2021 Census household income of \$83,000, 30% of income on housing costs would be \$2483/month in mortgage repayments. All one- and two-bedroom home units will be sold with mortgage repayments below the sum of \$2483/month on the formula herein.
- (iii) The three-bedroom home units are designed with a 'mortgage helper' secondary suite. While their mortgage repayments exceed \$2483/month, this will be offset by an assumed income of \$1300 rent to be received by renting out the mortgage helper suite, so the net mortgage repayments will achieve the attainable rate of \$2483/month *after* offsetting mortgage expenses with that suite rent.
- (iv) For attainable home ownership, the following assumptions will be used to determine the baseline pricing for attainable sales. The attainable mortgage calculation is based on a 10% deposit, loan term of 30 years and interest rate of 4.14%. Notwithstanding interest rate increases, this formula will be the baseline used to determine the sale price of attainable homes.
- (v) These formula assumptions will be maintained to determine the attainable rate of mortgage repayment and will not drop below this level of \$2483/month. However, the defined attainable mortgage repayment and rental rate of will be adjusted when new census data is released and each year will be updated by Canada's published CPI and/or adjusted by the Canadian Building Construction Price Index (CBCPI) whichever is the greater sum.

## **PART II – SECURITY OF DISTRICT'S INTEREST**

2. The Owner agrees that, as a condition of the subdivision resulting in the Land which is the subject of this agreement, a mortgage in favour of the District has been registered against title to the land under charge number \_\_\_ (the "District's Mortgage").
3. The District agrees to discharge the District's Mortgage charge referred to in section 2 from the title of the Land when the Owner obtains an Occupancy Permit issued by the District's building inspector pursuant to the District of Ucluelet Building Bylaw No. 1165, 2014, as amended or replaced from time to time, for a dwelling unit on the Land.

## **PART III – CONSTRUCTION on the LAND**

4. The Owner will design, construct and maintain on the Land at least one residential dwelling unit, in accordance with the District of Ucluelet Building Bylaw No. 1165, 2014, as amended or replaced from time to time, and in accordance with the energy efficiency



standards of Step 1 of the BC Energy Step Code.

5. The building must not be occupied, and the Owner will not apply for and the District will not be obliged to issue an occupancy permit, until the Owner has supplied documentation that each dwelling unit has achieved compliance with Step 1 of the BC Energy Step Code.

#### **PART IV – TRANSFER, USE AND OCCUPANCY**

6. The Owner agrees that the Land will not be sold or transferred except to a Qualified Person.
7. The Owner agrees that no residential dwelling unit **dedicated as attainable housing on proposed Lot 1** of the Land shall be used or occupied except as the regular, full-time residence at least one Qualified Person.

#### **PART V - INTERPRETATION**

8. In this Agreement:
  - (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
  - (b) article and section headings have been inserted for each of reference only and are not to be used in interpreting this Agreement;
  - (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meaning;
  - (d) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted, or replaced, unless otherwise expressly provided;
  - (e) the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
  - (f) time is of the essence;
  - (g) all provisions are to be interpreted as always speaking;
  - (h) reference to a “party” is a reference to a party to this Agreement and to that party’s respective successors, assigns, trustees, administrators, and receivers. Wherever the context so requires, reference to a “party” also includes agents, officers, employees, and invitees of the party;
  - (i) reference to a “day”, “month”, “quarter” or “year” is a reference to a calendar day, calendar month, calendar quarter, or calendar year, as the case may be, unless otherwise expressly provided; and
  - (j) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word

“including”.

## **PART VI – MISCELLANEOUS**

9. **Housing Agreement** – The Owner acknowledges and agrees that:

- (a) this Agreement constitutes a covenant under section 219 of the *Land Title Act* and a housing agreement entered into under section 483 of the *Local Government Act*; and,
- (b) where a Dwelling Unit is a separate legal parcel, the District may file notice of housing agreement under section 483 of the *Local Government Act* in the LTO against title to the Dwelling Unit.

10. **Indemnity** – The Owner will indemnify and save harmless the District and each of its elected officials, officers, directors, employees, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs, and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:

- (a) any act or omission of the Owner, or its officers, directors, employees, agents, contractors, or other persons for whom the Owner is responsible at law;
- (b) the Owner’s ownership, development, operation, or financing of the Land or any Dwelling Unit; or
- (c) any act or omission of the District or any of its elected officials, officers, directors, employees, agents, or contractors in carrying out or enforcing this Agreement, except where such act or omission constitutes a breach of this Agreement by the District or by any other person for whom the District is responsible at law.

11. **Release** – The Owner by this Agreement releases and forever discharges the District and each of its elected officials, officers, directors, employees, and agents, and its and their heirs, executors, administrators, personal representatives, successors, and assigns from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of advice or direction respecting the ownership, development, operation or management of the Land or any Dwelling Unit which has been or at any time after the commencement of this Agreement may be given to the Owner by all or any of them.

12. **Survival** – The obligations of the Owner set out in sections 10 and 11 will survive termination of this Agreement.

13. **District Powers Unaffected** – This Agreement does not:

- (a) affect or limit the discretion, rights, duties or powers of the District or the approving officer for the District under the common law or any statute, bylaw or other enactment nor does this agreement date or give rise to, nor do the parties intend

this agreement to create, any implied obligations concerning such discretionary rights, duties or powers;

- (b) impose on the District any legal duty or obligation, including any duty or care or contractual or other legal duty or obligation, to enforce this Agreement;
- (c) affect or limit the common law or any statute, bylaw or other enactment applying to the Land or an Dwelling Unit; or
- (d) relieve the Owner from complying with any common law or any statute, regulation, bylaw or other enactment.

14. **Agreement for Benefit of District Only** – The Owner and the District agree that:

- (a) this Agreement is entered into for the benefit of the District;
- (b) this Agreement is not intended to protect the interests of the Owner, or any future owner, occupier, or user of the Land or any Dwelling Unit;
- (c) the District may at any time execute a release and discharge of this Agreement without liability to anyone for doing so, and without obtaining the consent of the Owner.

15. **No Public Law Duty** – Where the District is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination, or give its consent, the Owner agrees that the District is under no public law duty of fairness or natural justice in that regard and agrees that the District may do any of those things in the same manner as if it were a private party and not a public body.

16. **Notice** – Any notice required to be served or given to a party herein pursuant to this Agreement will be sufficiently served or given if delivered, to the postal address of the Owner set out in the records at the Land Title Office, and in the case of the District addressed as follows:

District of Ucluelet  
200 Main Street  
PO Box 999  
Ucluelet, B.C. V0R 3A0

Attention: Manager of Community Planning

or to the most recent postal address provided in a written notice given each of the parties to the other. Any notice that is delivered is considered to have been given on the first day after it is dispatched for delivery.

17. **Enurement** – This Agreement binds the parties to it and their respective successors, assigns, heirs, executors, administrators and personal representatives.

18. **Severability** – If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force

unaffected by that holding or by the severance of that part.

19. **Waiver** – All remedies of the District will be cumulative and may be exercised by the District in any order or concurrently in case of any breach and each remedy may be exercised any number of times with respect to each breach. Waiver of or delay in the District exercising any or all remedies will not prevent the later exercise of any remedy for the same breach of any similar or different breach.
20. **Sole Agreement** – This Agreement, and any documents signed by the Owner contemplated by this Agreement, represent the whole agreement between the District and the Owner respecting the use and occupation, of the Dwelling Units, and there are no warranties, representations, conditions, or collateral agreements made by the District except as set forth in this Agreement.
21. **Further Assurances** – Upon request by the District the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the District to give effect to this Agreement.
22. **Covenant Runs with the Land** – This Agreement burdens and runs with the Land **to the extent of the proposed Lot 1 after it is** Subdivided. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its personal administrators, successors and assigns, and all persons who after the date of this Agreement, acquire an interest in the Land.
23. **Limitation on Owner's Obligations** – The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.
24. **Equitable Remedies** – The Owner acknowledges and agrees that damages would be an inadequate remedy for the District for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.
25. **No Joint Venture** – Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the District or give the Owner any authority to bind the District in any way.
26. **Applicable Law** – Unless the context requires otherwise, the laws of British Columbia will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia. Without limiting the above, in the event of any conflict between any provision of this Agreement and the *Residential Tenancy Act*, this Agreement is without effect to the extent of the conflict.
27. **Deed and Contract** – By executing and delivering this Agreement, the Owner intends to create both a contract and a deed executed and delivered under seal.

**Schedule B to Ucluelet Housing Agreement Bylaw No. XXXX, 2024**

**RENTAL HOUSING AGREEMENT, SECTION 219 COVENANT, RENT CHARGE  
AND INDEMNITY**

THIS AGREEMENT dated for reference the    day of    , 2024 is

BETWEEN:

**DISTRICT OF UCLUELET**, 200 Main Street, PO Box 999, Ucluelet, B.C., V0R 3A0

(the “District”)

AND:

(the “Owner”)

**GIVEN THAT:**

- A. The Owner is the registered owner of [insert particulars] (the “Land”);
- B. Pursuant to section 483 of the *Local Government Act*, the District may, by bylaw, enter into a housing agreement, which agreement may include terms and conditions agreed to by the District and the Owner regarding the occupancy of the housing units identified in the agreement;
- C. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the District in respect of the use of land or construction on land; and,
- D. The Owner and the District wish to enter into this Agreement to provide for affordable rental housing for at least 30% of the home units under grant funding terms and an attainable rental rate for the balance of the home units on the terms and conditions set out in this Agreement;

THIS AGREEMENT is evidence that, in consideration of the mutual promises contained herein and the payment of \$1.00 by the District to the Owner (the receipt and sufficiency of which the Owner hereby acknowledges), the parties agree pursuant to section 219 of the *Land Title Act* and section 483 of the *Local Government Act* as follows:

**PART I – DEFINITIONS**

1. In this Agreement, the following words have the following meanings:

- (e) "Daily Amount" means \$50.00 per day;
- (a) " Dwelling Unit" and 'Home Unit' means a residential dwelling unit constructed or located on Proposed Lot 2 of 221 Minato Road following subdivision. Specifically this is defined as:
  - (i) for proposed Lot 2: 107 home units with at least 30% dedicated for 'affordable rental' with rent and criteria determined by the Affordable Housing funder. The balance of home units on Lot 2 will be rented at an 'attainable' rental rate with eligibility and management overseen by ERIF Housing Association and the Serenity Landing Housing Committee (EHA Ucluelet Local Community Board).
  - (ii) The Owner reserves the right to adjust the number and percentage or affordable and attainable rentals and sales proportionately in the event that final housing unit numbers approved, funded or able to be constructed on Lot 2 fall below 107 home units, or the total development of 221 Minato Road is less than the planned 251 homes.
- (f) "Eligible Occupant" means a person authorized to occupy a dwelling unit on the Land under section 3 of this Agreement;
- (g) "Qualified Person" for Lot 2 Affordable Rental home units dedicated under grant funding, a 'Qualified Person' means an individual or household who meets the qualifying criteria for the Affordable Housing Funder.
  - (vi) For Lot Attainable rentals a "Qualified Person" means an individual who meets the qualifying criteria established and updated as required by the Serenity Landing Housing Committee (EHA Ucluelet Local Community Board) of the ERIF Housing Association which may include:
  - (vii) Residency requirements within the Alberni Clayoquot Regional District for at least one (1) year; or can demonstrate they are relocating for employment or ventures that positively impact community growth even if they have not met the one (1) year residency requirement.
  - (viii) has demonstrated active contribution to the Ucluelet community including employment or volunteering for more than one (1) year with one or more businesses or institutions within the District of Ucluelet or lands of the Yuułu?ił?ath Government, Barkley Community Forest, Toquaht Nation, District of Tofino, Alberni-Clayoquot Regional District Area 'C', Pacific Rim National Park Reserve, or BC Parks and Protected Areas in the region,
  - (ix) or a Senior over 55 years who has retired from full-time permanent employment by one or more businesses or institutions and has worked or volunteered within the area described above for five (5) out of the previous ten (10) years, or is receiving disability assistance under the *Employment and Assistance for Persons with Disabilities Act*;
  - (x) meets criteria for income or other terms of eligibility as established by the Serenity Landing Housing Committee (EHA Ucluelet Local Community Board) of ERIF Housing Association which may be amended by determination of the Committee as required.

- (h) "Attainable" housing means a price of rent relative to Ucluelet household income. The formula for this calculation is as follows:
- (vi) Attainable is defined in the Official Community Plan as housing that is affordable to Ucluelet households earning 120% or less than the median gross household income, as determined by the latest census, spending no more than 30% of their household income on housing costs. Notwithstanding any future amendment of the definition of 'Attainable' housing by Council or in the Official Community Plan, the rate for attainable rent will be no less than the sum in the definition above and formula below.
  - (vii) For the current 2021 Census household income of \$83,000, 30% of income on housing costs would be \$2483/month in rent. All home units on Lot 2 will rent below this sum of \$2483/month rent.
  - (viii) For attainable home rental this formula will be used to determine the baseline pricing for attainable rent rates. These formula assumptions will be maintained to determine the attainable rate of rent and will not drop below this level of \$2483/month. However, the defined attainable rental rate of will be adjusted when new census data is released and each year will be updated by Canada's published CPI and/or adjusted by the Canadian Building Construction Price Index (CBCPI) whichever is the greater sum.
- (i) "Affordable rental" for the 30% of units funded by grant funding is defined by the terms of the grant and eligibility of the Affordable Housing Funder.
- (j) "Tenancy Agreement" means a tenancy agreement, lease, license, or other agreement granting rights to occupy a Dwelling Unit; and,
- (k) "Tenant" means an occupant of a Dwelling Unit by way of a Tenancy Agreement.

## **PART II – CONSTRUCTION on the LAND**

2. The Owner will design, construct and maintain on the Land at least one residential dwelling unit, in accordance with the District of Ucluelet Building Bylaw No. 1165, 2014, as amended or replaced from time to time.

## **PART III – USE AND OCCUPANCY**

3. The Owner agrees that no Dwelling Unit dedicated for attainable housing or grant-funded affordable rental on proposed Lot 2 will be used or occupied:
  - (a) except as a permanent residence;
  - (b) except by at least one Qualified Person;
  - (c) by any person who is not a Qualified Person, unless that person is related by blood, adoption or foster parenthood to, or is living in a spousal relationship with, a Qualified Person who is also occupying the Employee Unit.

(d) Unless there is a written determination made by the Serenity Landing Housing Committee (EHA Ucluelet Local Community Board) of the ERIF Housing Association based on exceptional circumstances by application.

4. No Dwelling Unit will be occupied by any owner of the Land, or by any family member of any Owner of the Land;
5. The Owner agrees that the number of persons who reside in any Dwelling Unit must be equal to or less than the number of persons the District's building inspector determines (acting reasonably) can reside in that unit given the number and size of bedrooms in the unit and in light of any relevant standards set by the District in any bylaws of the District.
6. Within three (3) days after receiving notice from the District, the Owner will in respect of any Dwelling Unit, deliver, or cause to be delivered, to the District a statutory declaration, substantially in the form attached as Schedule B, sworn by the Owner, containing all of the information required to complete the statutory declaration. The District may request such a statutory declaration in respect of a Dwelling Unit no more than two (2) times in any calendar year. The Owner hereby irrevocably authorizes the District to make such inquiries as it considers necessary and reasonable in order to confirm that the Owner is complying with this Agreement, and irrevocably authorizes and directs the recipient, including but not limited to the provincial issuing authority for drivers licenses, of the request for information from the District to provide such information to the District.
7. If the Owner cannot comply with the occupancy requirements for any Dwelling Unit for reasons of hardship, the Owner may request that the District alter the Owner's obligations with respect to that Dwelling Unit on terms acceptable to the District, but no such request may be made later than thirty (30) days after the District has delivered to the Owner a notice of breach of this Agreement under Part V herein. The Owner must deliver the request in writing in accordance with section 21 of this Agreement. The request must set out the circumstances of the hardship involved and the reasons why the Owner cannot comply with the occupancy requirements, and must describe the hardship to the Owner that compliance would cause. The Owner agrees that the District is under no obligation to grant any relief, and may proceed with its remedies under this Agreement and at law and in equity, despite the Owner's request or the hardship involved, and the Owner agrees that relief, if any, is to be determined by the District in its sole discretion.

#### **PART IV – RENTAL OF DWELLING UNITS**

8. The Owner must not rent or lease any Dwelling that has been dedicated as an affordable rental under grant funding in Lot 2 except to Qualified Persons or Eligible Occupants and except in accordance with the following additional conditions:
  - (a) the Dwelling Unit will be used or occupied only pursuant to a Tenancy Agreement;
  - (b) the housing cost payable for the Dwelling Unit will not exceed the 'Attainable' rental



rate as defined above.

- (c) For 30% of housing units in Lot 2 dedicated as affordable rentals under grant funding, the rent rate will be determined by the Affordable Housing Funder under the terms of their grant.
  - (d) any increase in rent must also comply with rules and procedures, including any limit on maximum annual increases, under the *Residential Tenancy Act*.
  - (e) the Owner will include in the Tenancy Agreement a clause requiring the Tenant to comply with the use and occupancy restrictions contained in Part III of this Agreement;
  - (f) the Owner will include in the Tenancy Agreement a clause requiring the Tenant to provide a statutory declaration of household income and real property in the form of Schedule A annexed hereto;
  - (g) the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement in accordance with the *Residential Tenancy Act* if the Tenant uses or occupies, or allows use or occupation of, the Dwelling Unit in breach of the use and occupancy restrictions contained in this Agreement;
  - (h) the Tenancy Agreement will provide for termination of the Tenancy Agreement by the Owner in situations where Dwelling Unit is occupied by more than the number of people the District's building inspector determines (acting reasonably) can reside in the Dwelling Unit given the number of size of bedrooms in the Dwelling Unit and in light of any relevant standards set by District bylaw;
  - (i) the Tenancy Agreement will provide that the Owner will have the right, at the Owner's option, to terminate the Tenancy Agreement should the Tenant remain absent from the Dwelling Unit for three (3) consecutive months or longer, notwithstanding the timely payment of rent;
  - (j) the Tenancy Agreement will provide that the Tenant will not sublease the Dwelling Unit or assign the Tenancy Agreement; and
  - (k) the Owner will deliver a copy of the Tenancy Agreement to the District upon demand.
9. The Owner will terminate the Tenancy Agreement where the Tenant uses or occupies, or allows use or occupation of an Dwelling Unit in breach of this Agreement, such termination to be in accordance with the terms of the Tenancy Agreement and the *Residential Tenancy Act*. Notwithstanding, in the event that an existing Tenant's income exceeds the maximum gross household income the Owner will be entitled to allow that Tenant to remain in occupancy under the Tenancy Agreement for a further 12 months. If upon expiry of this period the Tenants income for the previous year still exceeds the maximum gross household income then the Owner will terminate the Tenancy Agreement and providing the Tenant with notice as required under the Residential Tenancy Act.
10. The District may, in its sole discretion, provide written consent to the Owner from time to

time to do something that is otherwise not permitted under this Agreement, on such terms and conditions as the District considers desirable.

## **PART V – DEFAULT AND REMEDIES**

11. The Owner acknowledges and agrees that the District requires affordable housing for residents of Ucluelet in order to attract and retain residents to work for local businesses and that these businesses generate tax and other revenue for the District and economic growth and opportunities for the community. The Owner therefore agrees that, in addition to any other remedies available to the District under this Agreement at law or in equity, if a Dwelling Unit is used or occupied in breach of this Agreement or rented at a rate in excess of that permitted under this Agreement, the Owner will pay, as a rent charge under section 12, the Daily Amount to the District for each date of the breach of the Agreement. The Daily amount is due and payable immediately upon receipt by the Owner of an invoice from the District for the same.
12. The Owner hereby grants to the District a rent charge under section 219 of the *Land Title Act*, and at common law, securing payment by the Owner to the District of any amount payable by the Owner pursuant to this Agreement. The Owner agrees that the District, at its option, may enforce payment of such outstanding amount in a court of competent jurisdiction as a contract debt, by an action for and order for sale, by proceedings for the appointment of a receiver, or in any other method available to the District in law or in equity.

## **PART VI - INTERPRETATION**

13. In this Agreement:

- (k) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (l) article and section headings have been inserted for each of reference only and are not to be used in interpreting this Agreement;
- (m) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meaning;
- (n) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted, or replaced, unless otherwise expressly provided;
- (o) the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (p) time is of the essence;
- (q) all provisions are to be interpreted as always speaking;

- (r) reference to a “party” is a reference to a party to this Agreement and to that party’s respective successors, assigns, trustees, administrators, and receivers. Wherever the context so requires, reference to a “party” also includes agents, officers, employees, and invitees of the party;
- (s) reference to a “day”, “month”, “quarter” or “year” is a reference to a calendar day, calendar month, calendar quarter, or calendar year, as the case may be, unless otherwise expressly provided; and
- (t) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”.

## **PART VII – MISCELLANEOUS**

- 14. **Management** – The Owner covenants and agrees that it will furnish good and efficient management of the Dwelling Unit and will permit representatives of the District to inspect the Dwelling Unit at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Dwelling Unit in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Land.
- 15. **Indemnity** – The Owner will indemnify and save harmless the District and each of its elected officials, officers, directors, employees, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs, and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:
  - (e) any act or omission of the Owner, or its officers, directors, employees, agents, contractors, or other persons for whom the Owner is responsible at law;
  - (f) the Owner’s ownership, lease, operation, management, or financing of the Land or any Dwelling Unit; or
  - (g) any act or omission of the District or any of its elected officials, officers, directors, employees, agents, or contractors in carrying out or enforcing this Agreement, except where such act or omission constitutes a breach of this Agreement by the District or by any other person for whom the District is responsible at law.
- 16. **Release** – The Owner by this Agreement releases and forever discharges the District and each of its elected officials, officers, directors, employees, and agents, and its and their heirs, executors, administrators, personal representatives, successors, and assigns from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of advice or direction respecting the ownership, lease, operation or

management of the Land or any Dwelling Unit which has been or at any time after the commencement of this Agreement may be given to the Owner by all or any of them.

17. **Survival** – The obligations of the Owner set out in sections 15 and 16 will survive termination of this Agreement.

18. **District Powers Unaffected** – This Agreement does not:

(e) affect or limit the discretion, rights, duties or powers of the District or the approving officer for the District under the common law or any statute, bylaw or other enactment nor does this agreement date or give rise to, nor do the parties intend this agreement to create, any implied obligations concerning such discretionary rights, duties or powers;

(f) impose on the District any legal duty or obligation, including any duty or care or contractual or other legal duty or obligation, to enforce this Agreement;

(g) affect or limit the common law or any statute, bylaw or other enactment applying to the Land or an Dwelling Unit; or

(h) relieve the Owner from complying with any common law or any statute, regulation, bylaw or other enactment.

19. **Agreement for Benefit of District Only** – The Owner and the District agree that:

(d) this Agreement is entered into for the benefit of the District;

(e) this Agreement is not intended to protect the interests of the Owner, any tenant, or any future owner, lessee, occupier, or user of the Land or any Dwelling Unit;

(f) the District may at any time execute a release and discharge of this Agreement without liability to anyone for doing so, and without obtaining the consent of the Owner.

20. **No Public Law Duty** – Where the District is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination, or give its consent, the Owner agrees that the District is under no public law duty of fairness or natural justice in that regard and agrees that the District may do any of those things in the same manner as if it were a private party and not a public body.

21. **Notice** – Any notice required to be served or given to a party herein pursuant to this Agreement will be sufficiently served or given if delivered, to the postal address of the Owner set out in the records at the Land Title Office, and in the case of the District addressed as follows:

District of Ucluelet 200 Main Street  
PO Box 999  
Ucluelet, B.C. V0R 3A0  
Attention: Manager of Community Planning

or to the most recent postal address provided in a written notice given each of the parties to the other. Any notice that is delivered is considered to have been given on the first day after it is dispatched for delivery.

22. **Enurement** – This Agreement binds the parties to it and their respective successors, assigns, heirs, executors, administrators and personal representatives.
23. **Severability** – If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
24. **Waiver** – All remedies of the District will be cumulative and may be exercised by the District in any order or concurrently in case of any breach and each remedy may be exercised any number of times with respect to each breach. Waiver of or delay in the District exercising any or all remedies will not prevent the later exercise of any remedy for the same breach of any similar or different breach.
25. **Sole Agreement** – This Agreement, and any documents signed by the Owner contemplated by this Agreement, represent the whole agreement between the District and the Owner respecting the use and occupation, of the Dwelling Units, and there are no warranties, representations, conditions, or collateral agreements made by the District except as set forth in this Agreement.
26. **Further Assurances** – Upon request by the District the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the District to give effect to this Agreement.
27. **Covenant Runs with the Land** – This Agreement burdens and runs with the Land and every parcel into which it is Subdivided. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its personal administrators, successors and assigns, and all persons who after the date of this Agreement, acquire an interest in the Land.
28. **Limitation on Owner's Obligations** – The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.
29. **Equitable Remedies** – The Owner acknowledges and agrees that damages would be an inadequate remedy for the District for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.
30. **No Joint Venture** – Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the District or give the Owner any authority to bind the District in any way.
31. **Applicable Law** – Unless the context requires otherwise, the laws of British Columbia will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia. Without limiting the above, in the event of any conflict between any

provision of this Agreement and the *Residential Tenancy Act*, this Agreement is without effect to the extent of the conflict.

32. **Deed and Contract** – By executing and delivering this Agreement, the Owner intends to create both a contract and a deed executed and delivered under seal.

**SCHEDULE A TO RENTAL HOUSING AGREEMENT, SECTION 219 COVENANT,  
RENT CHARGE AND INDEMNITY**

**STATUTORY  
DECLARATIO  
N**

**CANADA  
PROVINCE OF BRITISH  
COLUMBIA**

**IN THE MATTER OF A HOUSING AGREEMENT WITH THE DISTRICT OF UCLUELET**

**↳  
“Housing Agreement”**

I, \_\_\_\_\_ of \_\_\_\_\_, British Columbia, do solemnly declare that:

1. I am applying to rent or continue renting \_\_\_\_\_ (the "Dwelling Unit"), and make this declaration to the best of my personal knowledge.
2. The Dwelling Unit has \_\_\_\_ bedrooms.
3. This declaration is made pursuant to the Housing Agreement in respect of the Dwelling Unit.
4. For the period of the latest calendar year, the total Household Income from all sources of income for all adult residents of the Dwelling Unit was \_\_\_\_\_.
5. I am employed by \_\_\_\_\_, located at \_\_\_\_\_.
6. I have been living in the Alberni Clayoquot Regional District since \_\_\_\_\_.
7. During the past ten years, I have worked or volunteered full time for the following employers or institutions located in the Alberni Clayoquot Regional District:

Business or Institution :

Dates:


8. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the *Canada Evidence Act*.

DECLARED BEFORE ME at

\_\_\_\_\_, British Columbia, )  
this \_day of \_\_\_\_\_, )  
)  
)  
)  
)  
)

)  
)  
A Commissioner for taking Affidavits )  
For British Columbia )



**SCHEDULE B TO RENTAL HOUSING AGREEMENT, SECTION 219 COVENANT,  
RENT CHARGE AND INDEMNITY**

**STATUTORY  
DECLARATION**

**N**

**CANADA  
PROVINCE OF BRITISH  
COLUMBIA**

**IN THE MATTER OF A HOUSING AGREEMENT WITH THE DISTRICT OF UCLUELET**

**“Housing Agreement”**

I, \_\_\_\_\_ of \_\_\_\_\_, British Columbia, do solemnly declare that:

1. I am the owner of \_\_\_\_\_ (the "Dwelling" unit), and make this declaration to the best of my personal knowledge.
2. This declaration is made pursuant to the Housing Agreement in respect of the Dwelling unit.
3. For the period from \_\_\_\_\_ to \_\_\_\_\_ the unit was occupied only by Qualified Persons or other eligible persons (as defined in the Housing Agreement) whose names and current addresses and whose employer's names and current addresses appear below:

Names, addresses and phone numbers of Qualified Persons or eligible persons: Names, addresses and phone numbers of employers:

[Attach copy of Schedule A Declaration]

4. The rent charged each month for the Dwelling Unit is as follows:
  - (a) the monthly rent on the date 365 days before this date of this statutory declaration: \$ \_\_\_\_\_ per month
  - (b) the rent on the date of this statutory declaration: \$ \_\_\_\_\_; and
  - (c) the proposed or actual rent that will be payable on the date that is 90 days after the date of the statutory declaration: \$ \_\_\_\_\_.
5. I acknowledge and agree to comply with the Owner's obligations under this Agreement, and other charges in favour of the Municipality registered in the land title office against the land on which the unit is situated and confirm that the Owner has complied with the Owner's obligations under these Agreements.

6. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the *Canada Evidence Act*.

DECLARED BEFORE ME at

\_\_\_\_\_, British Columbia, )

this \_day of \_\_\_\_\_, )

)

)

)

)

)

)

A Commissioner for taking Affidavits )  
For British Columbia



T.K. SPARKS

## Bylaws of ERIF HOUSING ASSOCIATION

### PART 1 - DEFINITIONS AND INTERPRETATION

#### 1.1 In these Bylaws:

**“Act”** means the *Societies Act* of British Columbia as amended from time to time.

**“Address of the Association”** means the registered office address of the Association on record from time to time with the Registrar.

**“Association”** means ERIF Housing Association.

**“Board”** means the Directors acting as authorized by the Act, the Constitution and these Bylaws in managing or supervising the management of the affairs of the Association and exercising the powers of the Association.

**“Bylaws”** means the bylaws of the Association as filed with the Registrar.

**“Directors”** means those Persons who are, or who subsequently become, directors of the Association in accordance with these Bylaws and have not ceased to be directors, and a “Director” means any one of them.

**“Electronic”** means any system or combination of systems, including but not limited to mail, telephonic, electronic, radio, computer or web-based technology or communication facility that:

- 1) In relation to a meeting or proceedings, permits all participants to communicate with each other or otherwise participate in the proceedings contemporaneously, in a manner comparable, but not necessarily identical, to a meeting where all were present in the same location, and
- 2) In relation to a vote, permits the voters to cast a vote on the matter for determination in a manner that adequately discloses the intentions of the voters.

**“General Meeting”** means a meeting of the Members and includes an annual general meeting and any special or extraordinary general meetings of the Association.

**“Local Community Board”** means the group of Persons to whom certain powers are delegated by the Board in accordance with these Bylaws.

**“Members”** means those Persons’ who are, or who subsequently become, Voting participants, in accordance with these Bylaws and, in either case, have not ceased to be members, and a “Member” means any one of them;

**“Mutatis Mutandis”** means with the necessary changes having been made to ensure that the language makes sense in the context.

**“Ordinary Resolution”** means:

1. a resolution passed by a simple majority of the votes cast in respect of the resolution by the Members:
  - a) in person at a duly constituted General Meeting, or
  - b) by Electronic Means in accordance with these Bylaws, or
  - c) by combined total of the votes cast in person at a General Meeting and the votes cast by Electronic Means; or
2. a resolution that has been submitted to the Members and consented to in writing by at least two-thirds (2/3) of the Members,

and an Ordinary Resolution approved by any one or more of these methods is effective as though passed at a General Meeting of the Association.

**“Person”** means an individual or a body corporate, trust, partnership, fund, an unincorporated association or organization.

**“Registrar”** means the Registrar of Companies of the Province of British Columbia.

**“Special Resolution”** means:

1. a resolution, of which the notice required by the Act and these Bylaws has been provided, passed by a at least two-thirds (2/3) of the votes cast in respect of the resolution by the Members:
  - a) in person at a duly constituted General Meeting, or
  - b) by Electronic Means in accordance with these Bylaws, or
  - c) by combined total of the votes cast in person at a General Meeting and the votes cast by Electronic Means; or
2. a resolution that has been submitted to the Members and consented to in writing by every Member who would have been entitled to vote on the resolution in person at a General Meeting.

and a Special Resolution approved by any one or more of these methods is effective as though passed at a General Meeting of the Association.

**“Terms of Reference”** means a document created by the Board to establish the means by which a Committee or Local Community Board is governed.

- 1.2** Except as otherwise provided, the definitions in the Act on the date these Bylaws become affective apply to these Bylaws and the Constitution.
- 1.3** In these Bylaws, the singular includes the plural, and the masculine includes the feminine and neuter and vice versa unless the context otherwise requires.

## **PART 2 - MEMBERS**

- 2.1** There is one class of Membership in the Association; Voting Membership and this membership is not transferable.
- 2.2** Persons’ may become Members only upon the invitation of the Board or through a nomination process approved by a two-thirds majority of the current Members.  
  
Paid employees of the Association are not eligible to be Members of the Association unless approved by a two-thirds majority of the current Members.
- 2.3** Members shall be bound by and submit to the constitution and by-laws of the Association, and such rules and regulations as shall, from time to time, be determined by the Board subject to review by the Membership of the Association at an Annual or Special General Meeting.
- 2.4** The amount of the annual Membership dues, if any, must be determined by the Board. Dues, if any, are payable no later than April 30<sup>th</sup> in each year.
- 2.5** All Members are deemed to be in good standing except for a Member who has failed to pay their annual Membership dues, if any, by April 30<sup>th</sup> in each year. The Member is not in good standing for so long as those dues remain unpaid.
- 2.6** A Member who is not in good standing:
  - a) may not vote at a general meeting, and
  - b) is deemed not to be a voting Member for the purpose of consenting to a resolution of the Members.

**2.7** Membership in the Association shall cease immediately:

1. upon the date which is the later of:
  - a) the date of delivery a letter of resignation in writing to the Secretary or to the address of the Association: and
  - b) the effective date of the resignation stated thereon;
2. upon no longer being a Member in good standing for two (2) consecutive months;
3. upon their expulsion; or
4. when the Member dies or if a corporate entity, upon its dissolution.

**2.8** A Member may be expelled by a Special Resolution.

Notice of a Special Resolution to expel a Member will be provided to all Members and will be accompanied by a brief statement of the reasons for the proposed expulsion.

The Member who is the subject of the proposed expulsion will be provided with an opportunity to respond to the statement of reasons on or before the time the Special Resolution for expulsion is considered by Members.

**2.9** The Association shall be carried on without purpose of gain for its Member(s), and no part of any income of the Association shall be made payable or otherwise available for the personal benefit of the Member(s) thereof, and any profits or other accretions to the Association shall be used for promoting or furthering the purposes.

## **PART 3 - MEETING OF MEMBERS**

**3.1** A General Meeting of the Association will be held at such time and place, in accordance with the Act, as the Board decides.

**3.2** An Annual General Meeting will be held at least once in every calendar year and in accordance with the Act.

**3.3** Every General Meeting other than an Annual General Meeting is an extraordinary general meeting.

The Association will convene an extraordinary general meeting by providing notice in accordance with the Act and these Bylaws in any of the following circumstances:

- a) at the call of the President.
- b) when resolved by Board Resolution; or

c) when such a meeting is requisitioned by the Members in accordance with the Act.

**3.4** The Association will provide notice of every General Meeting to each Member by email sent to the address provided by each Member who has provided the Association with an email address, or by mail to the registered address of the Member, not less than 14 days and not more than 60 days prior to the date of the General Meeting.

**3.5** A notice of a General Meeting must state:

a) specify the place, the day and time of the meeting or if the Board has decided to hold a General Meeting with participation by Electronic means, the notice of that meeting must inform Members how they may participate by Electronic means; and

b) the nature of any business, other than ordinary business, to be transacted at the meeting in sufficient detail to permit a Member receiving the notice to form a reasoned judgment concerning that business.

**3.6** The accidental omission to give notice of a General Meeting to a Member, or the non-receipt of notice by a Member, does not invalidate proceedings at that meeting.

**3.7** The following business is required to be conducted at each annual general meeting of the Association:

- a) the adoption of an agenda;
- b) determine that there is a quorum;
- c) the approval of minutes for previous annual general meeting and extraordinary general meetings held since the previous annual general meeting;
- d) consideration of financial statements and the report of the auditors;
- e) consider Members' proposals submitted in accordance with the Act;
- f) the election of Directors;
- g) the appointment of the auditor; and
- h) such other business, if any, required by the Act or at law to be considered at an Annual General Meeting.

The Annual General Meeting may include other business as determined by the Board in its discretion, so as to allow some or all Members to participate in the meeting remotely.

- 3.8** The Board may decide, in its discretion, to hold any General Meetings in whole or in part by Electronic means.

Where a General Meeting is to be conducted using Electronic means, the Board must take reasonable steps to ensure that all participants are able to communicate and participate in the meeting adequately and that remote participants are able to participate in a manner comparable to participants present in person, if any.

Persons participating by Electronic means are deemed to be present at the General Meeting.

- 3.9** A quorum at any General Meeting shall be 3 Members or 10% of the Membership, whichever is greater, who are in good standing and who are present either in person or by Electronic means, such that all persons participating in the meeting are able to communicate with each other.

- 3.10** If a quorum is not present at a General Meeting within 30 minutes from the time set for holding the meeting, the meeting shall be adjourned and called again in two weeks hence and those present at the second meeting shall constitute a quorum.

- 3.11** If at any time during a General meeting there ceases to be a quorum present, business then in progress will be suspended until there is a quorum present or until the meeting is adjourned or terminated.

- 3.12** The President (or, in the absence or inability of the President, the Vice President) will, subject to a Board Resolution appointing another Person, preside as chairperson at all General Meetings.

If at any General Meeting the President, Vice-President or such alternative Person appointed by Board Resolution, if any, is not present within fifteen (15) minutes after the time appointed for the meeting, the Directors present may select one of their number to preside as chairperson at that meeting.

- 3.13** If a Person presiding as chairperson of a General Meeting wishes to step down as chairperson for all or part of that meeting, they may designate an alternative to chair such meeting or portion thereof, and upon such designated alternative receiving the consent of a majority of the Members present at such meeting, they may preside as chairperson.

- 3.14** A General Meeting may be adjourned from time to time from place to place, but no business will be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

It is not necessary to give notice of an adjournment or of the business to be transacted at an adjourned meeting except where a meeting is adjourned for



more than fourteen (14) days, in which case notice of the adjourned meeting will be given as in the case of the original meeting.

## **PART 4 - VOTING BY MEMBERS**

- 4.1** Unless the Act, these Bylaws or adopted rules of order provide otherwise, every issue for determination by a vote of the Members will be decided by Ordinary Resolution.
- 4.2** Each Member in good standing is entitled to one (1) vote on matters for determination by Members. No other person is entitled to vote on a matter for determination by Members, whether at a General Meeting or otherwise.
- 4.3** Voting by Members may occur by any one or more of the following methods, in the discretion of the Board:
- a) by show of hands or voting cards:
  - b) by written ballot; or
  - c) by vote conducted by Electronic means.

Where a vote is to be conducted by show of hands or voting cards, and prior to the question being put to a vote, a number of members equal to not less than ten percent (10%) of the votes present may request a secret ballot, and where so requested the vote in question will then be conducted by written ballot or other means whereby the tallied votes can be presented anonymously in such a way that is impossible for the assembly to discern how a given Member voted.

- 4.4** Voting by proxy is not permitted.

## **PART 5 - DIRECTORS**

- 5.1** The Board will have the authority and responsibility for the development of policy and to manage, or supervise the financial and operational management of, the property, programs and the affairs of the Association.
- 5.2** Only Members in good standing may stand for election as Director.

A Member in good standing may nominate another Member in good standing for Director either before or at a General Meeting at which a Director is to be elected.

In order to stand for election as a Director, an individual must be a Member in good standing for at least 10 days in advance of such General Meeting.

**5.3** The term of office for elected Directors will normally be two (2) years. Directors may be appointed for consecutive two (2) year terms but may not be re-appointed after serving three (3) consecutive terms for a period unless approved by a two-thirds majority of the current Members.

**5.4** Elected Directors will be elected by Members at a General Meeting and will take office commencing at the close of such meeting and the term of office of a Director ends at the close of the Annual General Meeting at which their term expires.

**5.5** Where a Director dies or resigns their office, the Board may, at any meeting, thereafter, appoint a Member to the Board in the place of the absent Member.

The Board may, at any time, appoint a Member in good standing as a Director to fill up to three (3) vacancies on the Board. Directors so appointed will serve only until the next Annual General Meeting.

The appointed replacement Director may run for the vacant position.

**5.6** Any Board Member may be suspended from the Board if, in the opinion of the Board, the Director is grossly negligent in the performance of their duties, providing however, that any Board Member so suspended shall be at liberty to appeal the decision of the Board directly to the Membership of the Association at the next General Meeting.

**5.7** Members may remove a Director before the expiration of such Director's term of office by Special Resolution and may elect a replacement Director by Ordinary Resolution to serve for the balance of the removed Director's term.

**5.8** A Person will immediately cease to be a Director:

a) upon the date which is the later of:

1) the date of delivery a letter of resignation in writing to the Secretary or to the address of the Association: and

2) the effective date of the resignation stated thereon;

b) upon the expiry of their term;

c) upon their suspension or removal; or

d) upon their death.

**5.9** The Board may exercise all such powers and do all such acts and things as the Association may exercise and do, and which are not by these Bylaws or by statute or otherwise lawfully directed or required to be exercised or done by the Members in General Meeting, but nevertheless subject to the provision of:

a) all laws affecting the Association; and

b) these Bylaws and the Constitution.

Without limiting the generality of the foregoing, the Board will have the power to make expenditures including grants, gifts and loans, whether or not secured or interest-bearing, in furtherance of the purposes of the Association. The Board also have the power to enter into trust arrangements or contracts on behalf of the Association in furtherance of the purposes of the Association.

**5.10** No Director shall receive any remuneration for services rendered to the Association in any capacity, but the Board may grant any of its Directors and Members monies for reasonable expense incurred in connection with the business of the Association. The Association will not alter or delete this bylaw without first obtaining the written consent from the British Columbia Housing Management Commission.

**5.11** The Board may, at any time, raise or borrow or otherwise obtain or secure any sum of money for the purposes of the Association, subject to the provisions of the Act.

**5.12** If the Board is required to invest funds on behalf of the Association, the Board may invest the property of the Association in any form of property or security in which a prudent investor might invest. The standard of care required of the Directors is that they will exercise the care, skill, diligence and judgment that a prudent investor would exercise in making investments considering the purposes and distribution requirements of the Association.

**5.13** The Directors may obtain advice with respect to the investment of the property of the Association and may rely on such advice if a prudent investor would rely upon the advice in comparable circumstances.

**5.14** The Directors may delegate to a stockbroker, investment dealer, or investment counsel the degree of authority with respect to the investment of the Association's property that a prudent investor might delegate in accordance with ordinary business practice.

## **PART 6 - PROCEEDINGS OF THE BOARD**

**6.1** Meetings of the Board may be held at any time and place determined by the Board.

The President, or in absence of the President, the Vice-President, or by any two (2) Directors at any time request the Secretary to convene a meeting of the Board.

**6.2** Meetings of the Board may be held at any time and place determined by the Board provided that two (2) days' notice of such meeting will be sent to each Director.

However, no formal notice will be necessary if all Directors were present at the preceding meeting when the time and place of the meeting was decided or are present at the meeting or waive notice thereof or give a verbal waiver to the Secretary.

- 6.3** The Board may decide, in its discretion, to hold any meeting or meetings of the Board in whole or part by Electronic means.
- 6.4** The quorum for the transaction of business at a Board meeting is a majority of the Directors.
- 6.5** The Board may regulate their meetings and proceedings as they think fit.
- 6.6** A Director who has a direct or indirect interest in a contract or transaction proposed with the Association, or a matter for consideration by the Directors:
  - a) will be counted in the quorum at a meeting of the Board at which the contract, transaction or matter considered;
  - b) will disclose fully and promptly the nature and extent of their interest in the contract, transaction or matter;
  - c) is not entitled to vote on the contract, transaction or matter;
  - d) will absent themselves from the meeting or portion thereof:
    - 1) at which the contract, transaction or matter is discussed, unless requested by the Board to remain to provide relevant information; and
    - 2) in any case, during the vote on the contract, transaction or matter; and
  - e) refrain from any action intended to influence the discussion or vote.

The Board may establish further policies governing Director and Member conflicts of interest provided that such policies must not contradict the Act or these Bylaws.

## **PART 7 - LOCAL COMMUNITY BOARDS & COMMITTEES**

- 7.1** The Board of Directors may, in its discretion, decide to establish a Community Board ("Local Community Board") in a locality in which the Association has an interest.
- 7.2** In the event the Board decides to establish a Local Community Board, it must establish a Terms of Reference for such Local Community Board. The Terms of Reference must describe the governance structure of the Local Community Board, the role of the Local Community Board and the powers to be

delegated to the Local Community Board. The Board may, in its discretion, amend any Terms of Reference established for a Local Community Board in any manner it sees fit at any time.

- 7.3** The Board may delegate such of its powers to a Local Community Board as it thinks fit.

The members of a Local Community Board may meet and adjourn as they think proper, and meetings of the Local Community Board will be governed *mutatis mutandis* by the rules set out in this Bylaws governing proceedings of the Board.

- 7.4** The Board may, in its discretion, revoke a Local Community Board and terminate its Terms of Reference any time except that it may not revoke a Local Community Board and terminate its Terms of Reference if a Notice of Dispute has been issued in accordance with Bylaw 7.5 hereof.

- 7.5** The Dispute, Resolution and Secession of a Local Community Board are governed by the following:

1. In the event that the Local Community Board (the “Dissenting Community Board”) and the Board have a disagreement, either may provide the other with a Notice of Dispute. The recipient of a Notice of Dispute is required to meet with the donor of the Notice of Dispute within 45 days of the delivery of the Notice of Dispute to the recipient, at which time the issue which is the subject of the disagreement will be discussed and, if possible, resolved by mutual agreement.
2. In the event the Dissenting Community Board and the Board cannot resolve their disagreement in accordance with the procedure described in Bylaw 7.5.1 with 90 days after its commencement, then provided that a Secession Resolution has not been delivered in accordance with Bylaw 7.5.3 the Board and the Dissenting Community Board must mediate. If a mediation does not result in an agreement between the Board and the Dissenting Board Community Board within 90 days of the commencement of mediation, then the Board and the Dissenting Community Board must arbitrate. Any mediation or arbitration will be conducted in accordance with rules established by the British Columbia International Arbitration Centre.
3. In the event the Dissenting Community Board and the Board cannot resolve their agreement in accordance with the procedure described by Bylaw 7.5.1, then the Dissenting Community Board may, within 90 days of the date upon which the meeting described by Bylaw 7.5.2 is held, pass a Secession Resolution provided that the Dissenting Community Board has first followed the procedures mandated by any Terms of Reference relating to the secession of a Housing Program

established by the Board. If a Secession Resolution is passed, then a copy must be delivered to the Board as soon as reasonably possible.

4. In the event that a Secession Resolution is passed and delivered to the Board, the Board and the Dissenting Community Board must then commence a negotiation, in good faith, with respect to the secession of the Housing Program from the Association. Such negotiations must commence no later than 45 days after the delivery of the Secession Resolution to the Board. Any real property or interest in real property with the Housing Program will remain the property of the Association. The Board and the Dissenting Community Board will negotiate in good faith the transfer of property other than real property and employees and the liabilities associated with the Housing Program.

In the event the negotiation does not result in an agreement with the parties within 90 days after its commencement, then the Board and the Dissenting Community Board must mediate. If a mediation does not result in an agreement between the Board and the Dissenting Community Board within 90 days of the commencement of mediation,

then the Board and Dissenting Community Board must arbitrate. Any mediation or arbitration will be conducted in accordance with rules established by the British Columbia International Arbitration Centre.

- 7.6** The Board may create such standing and special committees as may from time to time be required. Any such committee will limit its activities to the purpose or purposes for which it is appointed and will have no powers except those specifically conferred by Board Resolution.

The Board may delegate any, but not all, of its powers to committees which may be in whole or in part composed of Directors as it thinks fit.

The members of a committee may meet and adjourn as they think proper, and meetings of the committee will be governed *mutatis mutandis* by the rules set out in this Bylaws governing proceedings of the Board.

- 7.7** Unless specifically designated as a standing committee, a committee is deemed to be a special committee, and any special committee so created must be created for a specified time period.

A special committee will automatically be dissolved upon the earlier of the following:

- a) the completion of the specified time period; or
- b) the completion of the task for which it was created.

- 7.8** In the event the Board decides to create a committee, it must establish a Terms of Reference for such committee. A committee, in the exercise of the

powers delegated to it, will conform to any rules that may from time to time be imposed by the Board in terms of the reference or otherwise, and will report every act or thing done in exercise of those powers at the next meeting of the Board held after it has been done, or at such other time or times as the Board may determine.

## **PART 8 - OFFICERS**

**8.1** The officers of the Association shall be a President, a Vice-President, a Treasurer and a Secretary, together with such officers, if any, as the Board, in its discretion, may create. All officers must be Directors. No officer may hold the same office for more than three (3) consecutive years and the President may not be a Community Board Representative.

The Board may, by Board Resolution, create and remove such other officers of the Association as it deems necessary and determines the duties and responsibilities of all officers.

**8.2.** At each meeting of the Board immediately following an annual general meeting, the Board will elect the officers.

**8.3** The term of office for each officer will be one (1) year, commencing on the date the Director is elected as an officer in accordance with Bylaw 8.2 and continuing until the first meeting of the Board held after the next following annual general meeting. A Director may be elected as an officer for consecutive terms.

**8.4** A Person may be removed as an officer by Board Resolution.

**8.5** Should the President or any other officer for any reason be unable to complete their term, the Board will remove such officer from their office and will elect a replacement without delay.

**8.6** The President will supervise the other officers in the execution of their duties and will preside at all meetings of the Association and the Board.

**8.7** The Vice-President will assist the President in the performance of their duties and will, in the absence of the President, perform those duties. The Vice-President will also perform such additional duties as may be assigned by the Board.

**8.8** The Secretary will be responsible for making the necessary arrangements for:

- a) the issuance notices of meetings to the Association the Board;
- b) the keeping of minutes of all meetings of the Association and the Board;

- c) the custody of all records and documents of the Association, except those required to be kept by the Treasurer;
- d) the maintenance of the Register of Members; and
- e) the correspondence of the Association.

**8.9** In the absence of the Secretary from any meeting, the Board must appoint another individual to act as secretary at that meeting.

**8.10** The Treasurer will be responsible for making the necessary arrangement for:

- a) the keeping of such financial records, reports and returns, including books of account as are necessary to comply with the Act and the Income Tax Act; and
- b) the rendering of financial statements to the Directors, Members and others, when required.

**8.11** The officers of Secretary and Treasurer may be held by one Person who will be known as the Secretary-Treasurer.

## **PART 9 - INDEMNIFICATION**

**9.1** To the extent permitted by the Act, each Director and eligible party (as defined by the Act) will be indemnified by the Association against all costs, charges and expenses, including legal and other fees, actually and reasonably incurred in connection with any legal proceedings or investigative action, whether current, threatened, pending or completed, to which that Person by reason of their holding or having held authority with the Association:

- a) is or may be joined as a party to such legal proceeding or investigative action; or
- b) is or may be liable for or in respect of a judgment, penalty or fine awarded or imposed in, or an amount paid in settlement of, such legal proceeding or investigative action.

**9.2** The Association may purchase and maintain insurance for the benefit of any of all Directors, officers, employees or agents against personal liability incurred by any such Person as a Director, officer, employee or agent.

## **PART 10 - EXECUTION OF INSTRUMENTS**

**10.1** The Association will not have a corporate seal.



**10.2** Contracts, documents or instruments in writing requiring execution by the Association will be signed by the President together with the Secretary or Treasurer and all contracts, documents and instruments in writing so signed will be binding upon the Association without any further authorization or formality.

The Board will have power from time to time by Board Resolution to appoint any officer or officers, or any Person or Persons, on behalf of the Association to sign contracts, documents and instruments in writing generally or to sign specific contracts, documents or instruments in writing.

## **PART 11 - FINANCIAL MATTERS**

**11.1** The Association will maintain such financial and accounting records and books of account as are required by the Act and applicable laws.

The Accountant (General or Chartered) of the Association shall have the right of access at all reasonable times to all financial records, documents, books and accounts of the Association, and shall be entitled to require from the Board and Management of the Association, such information and explanations as may be necessary for the purpose of the Financial Report.

**11.2** In order to carry out the purpose of the Association, the Board may, on behalf of and in the name of the Association, raise, borrow or secure the payment or repayment of money in any manner it decides, including the granting of guarantees, and in particular, but not without limiting the foregoing, by the issue of debentures.

Members may, by Special Resolution, restrict the borrowing powers of the Board.

**11.3** The Association is required to be audited and:

1. Will annually appoint an auditor with the qualifications required by the Act and will comply with the relevant provisions of the Act and this Part.
2. An auditor will be appointed at a Annual General Meeting to hold office until such auditor is reappointed at a subsequent Annual General Meeting or successor is appointed in accordance with the procedures set out in the Act.
3. Except as provided in Bylaw 11.3.4, the Board will fill any vacancy occurring in the office of auditor and an auditor so appointed will hold office until the next annual general meeting.
4. An auditor may be removed and replaced by Ordinary Resolution in accordance with the procedures set out in the Act.

5. An auditor will be promptly informed in writing of such appointment or removal.
6. The auditor must prepare a report on the financial statements of the Association in accordance with the requirements of the Act and applicable law.
7. The auditor is entitled in respect of a General Meeting to:
  - a) receive every notice relating to the meeting to which a Member is entitled;
  - b) attend the meeting; and
  - c) to be heard at the meeting on any part of the business of the meeting that deals with the auditor's duties or functions.

An auditor who is present at a General meeting at which the financial statements are considered must answer questions concerning those financial statements, the auditor's report and any other matter relating to the auditor's duties or function.

## **PART 12 - NOTICE GENERALLY**

**12.1** Except as otherwise provided in these Bylaws, notice to Members or Directors may be delivered either by mail or email.

**12.2** A notice sent by email shall be deemed to have been received on the same day the notice is sent, provided the notice was delivered without an "electronic error message" notification.

A notice sent by mail shall be deemed to have been received on the third day after the day which the notice is posted, provided that the notice was properly addressed and put in a Canadian post office receptacle.

## **PART 13 - MISCELLANEOUS**

**13.1** At any time the Directors may require, on terms and conditions, a Director, Officer, Member, or a former Director, Officer, or Member to return any property or document belonging to the Association that happens to be in the control or possession of such Director, Officer, Member, or such former Director, Officer or Member.

**13.2** No public announcement may be made in the name of the Association unless authorized by the Board, or by some person to whom the Board has delegated this authority.

**13.3** Only official records as provided by the Act are available for inspection by, and disclosure to:

1. Members in good standing, upon providing not less than fourteen (14) days' notice in writing to the Association. Members may inspect documents at the address of the Association during the Association's normal business hours. All other records are only accessible at the sole discretion of the Directors. The Directors will establish procedures for the inspection and disclosure of all official records.

2. Directors. The documents and records of the Association, including the financial and accounting records and the minutes of General Meetings, Local Community Boards, committee meetings and meetings of the Board, will be open to inspection of any Director at reasonable times and on reasonable notice.

**13.4** Upon winding-up or dissolution of the Association, any funds of the Association remaining after the satisfaction of its debts and liabilities shall be given or transferred to a charitable organization (or organizations) in Canada, promoting aims similar to those of the Association, as may be decided by the Board at the time of winding up or dissolution. The Association will not alter or delete this bylaw without first obtaining the written consent from the British Columbia Housing Management Commission.

**13.5** The operations of the Association are to be primarily carried out on Vancouver Island, in the Province of British Columbia.

**13.6** The Association will not alter or delete the housing purpose set out in its constitution and the Association will not alter or delete this bylaw without first obtaining the written consent of the British Columbia Housing Management Commission.

## **PART 14 - BYLAWS**

**14.1** The Constitution and By-laws of the Association shall not be altered or added to except by a special resolution of the Association at a General or a special meeting, of which notice specifying the intention to propose the resolution as a special resolution has been duly given.

**14.2** Any alteration to the Bylaws or Constitution will take effect on the date the alteration application is filed with the Registrar in accordance with the Act.

## **CONSTITUTION of ERIF HOUSING ASSOCIATION**

1. The name of the Association is:

ERIF Housing Association

2. The Purposes of the Association are:

To provide quality, below market housing which is crucial to the sustained prosperity and growth of a community by supplying, new home construction, home ownership and home rental programs.





## REGISTER OF MEMBERS

Name	Contact	Membership Start Date	Membership End Date
<p>Jodie THOMPSON</p>	<p>(778) 348-6780  <a href="mailto:jodie.t@erif.ca">jodie.t@erif.ca</a>            1270 Peninsula Road,            Ucluelet, BC V0R 3A0</p>	<p>2024-08-22</p>	
<p>Joshua HUNT</p>	<p>(236) 507-4309  <a href="mailto:joshua.h@erif.ca">joshua.h@erif.ca</a>            1151 Rupert Road, Ucluelet,            BC V0R 3A0</p>	<p>2024-08-22</p>	
<p>Paula HUNT</p>	<p>(250) 504-0933  <a href="mailto:paulahunt4564@gmail.com">paulahunt4564@gmail.com</a>            1151 Rupert Road, Ucluelet,            BC V0R 3A0</p>	<p>2024-08-22</p>	
<p>ERIF –            Economic            Restoration            Infrastructure            Fund Inc             BC- 1319635</p>	<p>Suite 2200, 885 Georgia St            West, Vancouver, British            Columbia, CA V6C 3E8</p>	<p>2024-08-22</p>	

# Societies Act FAQs

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# Introduction to Societies Act FAQs

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## About these FAQs

The Societies Act FAQs were prepared by Pacific Legal Education and Outreach Society <sup>[1]</sup> (PLEO) with help and support from the University of Victoria Faculty of Law Business Law Clinic. They were originally intended as a support for non-profit organizations in British Columbia undergoing transition to BC's then-new *Societies Act* <sup>[2]</sup>, SBC 2015, c 18.

In 2021, the FAQs were updated to remove the focus on transition, and additional content was added to help individuals understand how to incorporate, manage, and dissolve non-profits in BC. The FAQs were updated by University of British Columbia law student Sheldon Falk with help from Paul Wood. They were reviewed for accuracy by lawyer Martha Rans, Founder and Legal Director of PLEO.

For more information, resources, templates, workshops, and webinars, go to [www.pacificlegaloutreach.com](http://www.pacificlegaloutreach.com) <sup>[3]</sup>.

Learn more about Clicklaw Wikibooks.

## About Pacific Legal Education and Outreach Society

The Pacific Legal Education and Outreach Society <sup>[3]</sup> aims to empower artists and non-profits in Canada to access justice efficiently, effectively, and equitably. With this mission, PLEO works to shift the paradigm in how non-profits and artists experience the law, providing them with accessible tools, education, and information needed to prevent a legal issue before it happens.

For more information, see our About Us <sup>[4]</sup> page.

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## References

[1] <https://www.pacificlegaloutreach.com>

[2] <https://canlii.ca/t/544bg>

[3] <https://www.pacificlegaloutreach.com/>

[4] <https://www.pacificlegaloutreach.com/about>

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# Part One: Incorporating a Non-Profit Society

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## Societies, Charities, and Federal Not-For-Profit Corporations - What's the Difference?

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*This information applies to British Columbia, Canada. Last reviewed for legal accuracy by Pacific Legal Education and Outreach Society (PLEO) in January 2024.*

### What is a society?

In British Columbia, a non-profit organization is called a society. Societies are governed by a piece of legislation called the *Societies Act* <sup>[2]</sup>, SBC 2015, c 18. The *Societies Act* sets out the rules and procedures for incorporating, managing, and dissolving a non-profit in British Columbia. Societies are registered with BC Registries through the Societies Online <sup>[1]</sup> website. Societies have less stringent reporting requirements than charities, but they cannot issue tax receipts for donations. A society can operate a business to support its purposes. Societies may have a wide range of purposes, including non-charitable purposes like sports and social clubs. For more information on incorporation, keep reading these FAQs or see the Registrar's Guide to Non-Profit Societies <sup>[2]</sup>.

### What is a charity?

Charities are registered with the Canada Revenue Agency (CRA). Charities can issue tax receipts for donations, but they have more stringent reporting requirements than societies. It can take 9-12 months to become a registered charity and is a major undertaking. A charity's activities must be exclusively charitable. There are also only four purposes the CRA accepts for charities: advancement of education; relief of poverty; advancement of religion; other purposes beneficial to the community (e.g. health, environment). According to CRA policy, while a charity can run a business, it must be either run substantially by volunteers or linked and subordinate to the charity's purpose. An organization will usually have to be legally established (i.e. incorporated) before it can apply for charitable status. This means that it is possible for some societies with appropriate charitable purposes and activities to later register for charitable status. For more information on registering for charitable status, see the CRA's Charity Registration FAQs <sup>[3]</sup>, the CRA's Charity Registration Guide <sup>[4]</sup> and Charity Central <sup>[5]</sup>.

### What is a federal not-for-profit corporation?

Federal not-for-profit corporations are incorporated federally under the *Canada Not-For-profit Corporations Act* <sup>[6]</sup>, SC 2009, c 23. Most federal not-for-profit corporations have ongoing operations in more than one province or territory.

## Key Differences between Federal Not-for-profit Corporations and BC Societies

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Topic	Federal Not-for-profit Corporation	BC Society (non-member funded)
<b>Constitution</b>	Contains name, purposes, registered office location, range of directors, restrictions on activities, liquidation clause	Contains name and purposes only
<b>Bylaws</b>	Directors may make, amend, and repeal bylaws to be approved by members	Voting members pass bylaw amendments at general meetings
<b>Directors</b>	Minimum one director; must have a public accountant on the board if soliciting corporation	Minimum three directors, one of whom resides in BC
<b>Financial Review Requirements</b>	Stringency of review depends on amount of revenue - can be onerous; members may waive audit if revenue below \$50,000	Not required to have an audit unless required by the members or the bylaws (or by funders)
<b>Financial Disclosures</b>	Must prepare financial statements every calendar year; Must send summary financial statements to members prior to AGM	Must prepare financial statements every calendar year; Must disclose all employees or contractors paid over \$75,000 per year; Directors can only be paid if bylaws permit; If directors receive any money from the society, it must be disclosed in financial statements; Must provide financial statements to members of public upon request

© Copyright 2016-2024, Pacific Legal Education and Outreach Society <sup>[3]</sup>.

## References

- [1] <https://www.bcregistry.ca/societies/>
- [2] <https://www2.gov.bc.ca/gov/content/employment-business/business/not-for-profit-organizations>
- [3] <https://www.canada.ca/en/revenue-agency/services/charities-giving/charities/applying-registration/questions-answers-about-applying-registration.html>
- [4] <https://www.canada.ca/en/revenue-agency/services/charities-giving/charities/registering-charitable-qualified-donee-status/apply-become-registered-charity.html>
- [5] <https://www.charitycentral.ca/>
- [6] <https://canlii.ca/t/535b0>

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# Set up a Societies Online Account

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*This information applies to British Columbia, Canada. Last reviewed for legal accuracy by Pacific Legal Education and Outreach Society (PLEO) in January 2024.*

## Signing Up for a BCeID Account

### What is BCeID?

BCeID is an online account that allows individuals to access a wide variety of online services provided by the government of British Columbia, including Societies Online. A BCeID account is required to incorporate a non-profit society.

### What is Societies Online?

Societies Online is the online portal for directors to manage the non-profit's incorporation status, access foundational documents, and file annual reports. All non-profits in British Columbia are incorporated and managed using Societies Online. A BCeID account is required to use Societies Online. To sign in to Societies Online, go to <https://www.bcregistry.ca/societies/>.

### How does someone create a BCeID Account?

Before a director can access the society dashboard on Societies Online, the director must create or sign into their own BCeID account. There are three types of BCeID accounts: basic, personal, and business. Directors can access Societies Online using a *basic* BCeID account. Since a BCeID account is tied to an individual, directors and senior staff who need to access Societies Online must each have their own BCeID account. To sign up for a basic BCeID account, go to <https://www.bceid.ca/>. Alternatively, go to <https://www.bcregistry.ca/societies/> and click *Register for Basic BCeID*.

## Creating a New Non-profit Society

### How does someone incorporate a new non-profit society?

In British Columbia, all non-profits are incorporated using Societies Online. While there are several steps to incorporation, the first step is to create a Basic BCeID account and sign in to Societies Online at <https://www.bcregistry.ca/societies/>. Once signed in to Societies Online, start the incorporation process by clicking *Incorporate a New Society*.

## Accessing an Existing Non-profit Society

### How does a director access an existing non-profit society on Societies Online?

Sign in to Societies Online at <https://www.bcregistry.ca/societies/>. Once signed in to Societies Online, access an existing non-profit by clicking *Access an Existing Society*. Type either the full or partial legal name or registration number of the non-profit you wish to access and click *Lookup*. Search shows only the top five results. If your non-profit does not show up, you may need to further refine your search.

Select the non-profit from the search results and enter the non-profit's registry key.

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## Registry Keys

### How does a director get a registry key?

Anybody registering, incorporating, amalgamating or otherwise being formed under the *Societies Act* will be asked to set up a registry key.

Non-profits incorporated under the old *Society Act* were sent an onboarding letter containing a temporary registry key. This letter was sent out prior to 28 November 2016.

### What if the directors can't find or have lost the registry key?

If the registry key has been lost, a new registry key can be requested from the Registrar. The Registrar can be contacted by emailing [bcolhelp@gov.bc.ca](mailto:bcolhelp@gov.bc.ca) or by calling 1-877-526-1526 (8:30am to 4:30pm PST, except weekends and holidays).

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## Choose a Name

*This information applies to British Columbia, Canada. Last reviewed for legal accuracy by Pacific Legal Education and Outreach Society (PLEO) in January 2024.*

## Name Request

### How does a director submit a name request?

Sign in to Societies Online at <https://www.bcregistry.ca/societies/>. Once signed in to Societies Online, click *Incorporate a New Society*. Then, click *Request a Name*.

Non-profit names must be unique and include either the word “association” or “society.” Conducting a name search using the NUANS database <sup>[1]</sup> is an easy way to determine if there is already a non-profit or business with the same name.

Acceptable names usually contain three parts: 1) a unique word, such as a person’s name or local area name (e.g. “Peggy” or “Deep Cove” 2) a word that describes the nature of the non-profit (e.g. “Artists” or “Soccer”) and 3) a corporate designation (e.g. “society” or “association”). For more information, see the BC Registry’s Info Page on Naming Rules <sup>[2]</sup>.

## Include "Society" or "Association" in the Name

### Does the non-profit society have to include the word "society" or "association" in its name?

Yes. However, you are not required to use the non-profit's full legal name in all circumstances. For example, in logos or on social media, using the full legal name is not required.

## Requesting Use of "BC" or "British Columbia" in the Name

### Can a non-profit society use "BC" or "British Columbia" in its name?

A non-profit may only use "BC" or "British Columbia" in its name if it gets written consent to do so. For more information and to download or print request forms, see the Registry's webpage on Using BC in a Name <sup>[3]</sup>.

© Copyright 2016-2024, Pacific Legal Education and Outreach Society <sup>[3]</sup>.

## References

[1] <https://canada-nuans.ca/>

[2] <https://www2.gov.bc.ca/gov/content/employment-business/business/managing-a-business/permits-licences/businesses-incorporated-companies/approval-business-name>

[3] <https://www2.gov.bc.ca/gov/content/governments/celebrating-british-columbia/symbols-of-bc/bc-in-name>

# Draft a Constitution

*This information applies to British Columbia, Canada. Last reviewed for legal accuracy by Pacific Legal Education and Outreach Society (PLEO) in January 2024.*

## Constitution

### What is a constitution?

A non-profit's constitution is one of the two foundational documents that are required in order for a non-profit to incorporate. The constitution sets out:

- the name of the non-profit, and
- the purposes of the non-profit.

### Can anything else be in the constitution?

No. Only the name of the non-profit and the non-profit's purposes can be in the constitution. Any other provisions, such as winding up and dissolution clauses, limits on membership, or office location, should be in the bylaws.

### Can the constitution be changed?

Yes. The non-profit can change the constitution by passing a special resolution at a meeting of members, such as an AGM or SGM. Once members have passed a special resolution, the non-profit must file a constitution amendment application through BC Societies Online.

*Exception: if the non-profit was incorporated before the new Societies Act took effect on 28 November 2016 and has not yet transitioned, special rules apply when those non-profits transition to the new Act. See the transition appendix for more information.*

## Name

### What can the non-profit be named?

The name of the non-profit that is in the constitution must be one that was approved by the registrar. For more information on non-profit names, see the Choose a Name section.

## Purposes

### What purposes are allowed?

The purposes of the non-profit determine what actions the non-profit can undertake and can include agricultural, artistic, benevolent, charitable, educational, environmental, patriotic, philanthropic, political, professional, recreational, religious, scientific, social or sporting purposes. Examples include a theatre company, a curling club, a daycare, and a youth treatment centre. Note that not all permitted non-profit purposes are charitable, which could cause issues if in the future the non-profit wishes to become a registered charity. For more on charitable purposes, see the CRA Charities Directorate website <sup>[1]</sup>.

### What purposes are not permitted?

The non-profit may not state as its purpose the carrying on of a business for profit or private gain. In other words, the non-profit's purpose can't be to make money.

However, this doesn't prevent the non-profit from running a business, so long as the business proceeds go toward the non-profit purposes of the non-profit. For example, a seniors network might operate a thrift shop (a business), but all the proceeds go toward providing services and programming for seniors (the non-profit's purpose).

## (Optional) Member Funded Society Clause

Despite the rule that only permits the name and purposes in the non-profit's constitution, if a non-profit wishes to be a member funded society, the constitution must include a clause to that effect.

However, member funded society status is a unique status that must be considered very carefully. For more information, see the Member-Funded Societies page.

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## References

[1] <https://www.canada.ca/en/services/taxes/charities.html>

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# Draft Bylaws

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*This information applies to British Columbia, Canada. Last reviewed for legal accuracy by Pacific Legal Education and Outreach Society (PLEO) in January 2024.*

## Bylaws

### What are bylaws?

Bylaws are the rules by which the non-profit operates. They contain rules about important matters such as meeting rules, borrowing money, elections, and director remuneration. Bylaws are the second foundational document the non-profit needs to submit to the registrar in order to incorporate.

### What needs to be in the non-profit society's bylaws?

At a minimum, these bylaws must contain rules regarding all of the matters listed in s. 11 <sup>[1]</sup> of the *Societies Act*. Both the Schedule 1 (Model) Bylaws <sup>[2]</sup> and the old Schedule B Bylaws <sup>[3]</sup> fulfill the minimum requirements. Under s. 11 <sup>[1]</sup>, the minimum requirements for bylaws are:

- Membership:
    - how members are admitted;
    - any rights or obligations of membership;
    - whether members can lose good standing and what causes a member to lose good standing;
    - if there is more than one class of members, a description of each class and the respective rights and obligations.
  - Directors:
    - how directors are elected or appointed;
    - the length or expiry of a director's term (if the bylaws don't address this, the default term is until the end of the next annual general meeting after the director's election or appointment).
  - General Meetings:
    - quorum for general meetings, which is the minimum number of members required to conduct business (if the bylaws don't address this, the default is 3 voting members);
    - whether proxy voting is permitted;
    - if electronic voting, voting by mail, or delegate voting is permitted, the rules for how that vote is conducted.
  - Restrictions, if any, on the:
    - activities of the non-profit;
    - powers of the non-profit.
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## **What can't be in the non-profit society's bylaws?**

The non-profit's bylaws can't contain any rules that are in conflict with the *Societies Act*. Any bylaw in conflict with the *Societies Act* is invalid and has no effect.

As a best practice, policies that govern the day-to-day operations of a non-profit should not be in the bylaws.

## **Model Bylaws**

### **Is there a set of generic bylaws the non-profit can use? Where can I find example bylaws?**

The non-profit does not need to draft bylaws from scratch, although that is certainly an option.

There are two sets of model bylaws the non-profit can either adopt as is or modify to fit its needs. The first of these bylaws is the Schedule 1 Bylaws<sup>[4]</sup> from the *Societies Act*. The second is the Schedule B Bylaws<sup>[3]</sup> from the old act. Both sets of bylaws are in compliance with the *Societies Act*. A comparison of the two sets of bylaws is below.

Another common practice is to adopt or modify the bylaws of an existing non-profit with similar purposes. However, take extra caution as those bylaws may not be compliant with the *Societies Act*.

In either case, the bylaws should reflect the nature, character, and operation of the non-profit, its board, and members.

### **What are the Model Bylaws (Schedule 1)?**

The Model Bylaws are provided as an example of a set of bylaws that a non-profit can adopt when it is incorporated.

### **Does the non-profit society have to use the model bylaws?**

No, the non-profit does not have to use the model bylaws. While the non-profit may choose to adopt the model bylaws, they are provided only as an example. A non-profit's bylaws ought to reflect the individual non-profit and relations amongst its members.

## **Schedule B Bylaws**

### **Are the old Schedule B Bylaws compliant with the *Societies Act*?**

Yes, the old Schedule B bylaws are compliant with the *Societies Act*. The Schedule B Bylaws are the model bylaws that were attached to the previous *Society Act*. Many non-profits adopted a version of these bylaws. If your non-profit has been using the Schedule B Bylaws and they have been working for you, it is likely that you will not have to change your bylaws. The non-profit may want to do some minor housekeeping and updating.

The Schedule B Bylaws can be found at BC Registry Services<sup>[3]</sup>.

## **Major Differences Between Schedule 1 and Schedule B Bylaws**

Schedule 1 Bylaws	Schedule B Bylaws	<i>Societies Act</i>
Annual membership dues, if any, are determined by the board	Annual membership dues are determined at the annual general meeting	Not required
A member is not in good standing if they failed to pay membership fees; A member not in good standing ceases to be a member after six months	All members are in good standing except those with unpaid membership fees; A member not in good standing ceases to be a member after 12 months	Good standing is not defined
A member not in good standing may not vote in a general meeting	Silent	Good standing is not defined
Silent	Rules and procedures for the expulsion of members	Set out in act
Silent	Rules about when the first annual general meeting must take place	Set out in act
Quorum for a general meeting is three members of 10% of all members, whichever is greater	Quorum for a general meeting is three members, or more if determined at a general meeting	Quorum is three members, unless bylaws provide for a higher threshold
Any member may be appointed to be the chair. Rules about who becomes the chair if none is appointed are similar to the old restrictions	Restrictions on who may chair a meeting, with the president or vice-president being the default	Silent
A notice of a general meeting must state the nature of any special business in sufficient detail to permit a member to form a reasoned judgement concerning that business	Silent	Set out in act
If a meeting is adjourned for more than 10 days, notice of the adjourned meeting must be given; If a meeting is adjourned for more than 30 days, notice of the adjourned meeting must be given	If a meeting is adjourned for more than 10 days, notice of the adjourned meeting must be given	Set out in act
Voting must be by a show of hands, an oral vote, or another method that adequately discloses the intention of the voting members; the chair or two voting members may request voting by secret ballot	Voting is by a show of hands	Set out in act
The non-profit must have no fewer than 3 and no more than 11 directors	There must be five or more directors or the number of directors may be determined at a general meeting	Minimum is three; no maximum
Silent	If a director ceases to hold office, directors must appoint a member to take their place	Set out in act
If a secretary is absent from a meeting, another individual must be appointed to act as secretary in that meeting; the treasurer can make arrangements for other people to conduct their duties (e.g. a bookkeeper)	Rules concerning duties of officers are largely the same, but some difference noted to the left	Duties set out in act
Any director, other than the president, can hold more than one officer role	Rules restricting a single individual from filling multiple officer roles	As set out in act
Silent	Debentures cannot be issued without authorization of special resolution	No longer required by the act
Silent	Members may, by special resolution, restrict borrowing powers of directors until the next annual general meeting	Act no longer sets limits

Contracts signed by the non-profit must be signed by the president and one other director; If the president is unable to provide a signature, contracts must be signed by the vice-president and another director; If both the president and vice-president are unable to provide a signature, contracts must be signed by any two other directors or by one or more individuals authorized by the board to sign contracts on behalf of the non-profit	Example	Not required in act
Silent	Rules concerning auditors under the act	act sets out rules

As you can see, the Schedule B Bylaws are more detailed than the Model Bylaws. Furthermore, the Model Bylaws contain certain things not required by the *Societies Act*. Thus, non-profits planning to use the Model Bylaws should read them carefully first and customize them to fit the non-profit's needs, rather than simply adopting them.

## Custom Bylaws

### Can the non-profit create its own custom bylaws?

Yes, as long as the non-profit's bylaws cover the minimum requirements and are not in conflict with the *Societies Act*.

## Hybrid (Modified Model Bylaws)

### Can the non-profit adopt a modified version of the Model Bylaws?

Yes, the non-profit can alter the Model Bylaws to meet its needs, as long as the modifications are not in conflict with the *Societies Act*. Some modifications to the Model Bylaws a non-profit might want to consider include:

- Allowing for members' meetings to be held electronically;
- Restricting access to s. 20(2) records (board minutes and accounting records).

Some modifications a non-profit might want to consider for Schedule B bylaws:

- Allowing for emailing the notice of a members' meeting (AGM/SGM);
- Removing the debentures limitation;
- Clarifying how officers are appointed;
- Removing seal provisions (non-profits do not need to have a seal under the *Societies Act*).

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## References

- [1] [https://www.bclaws.gov.bc.ca/civix/document/id/lc/statreg/15018\\_01#section11](https://www.bclaws.gov.bc.ca/civix/document/id/lc/statreg/15018_01#section11)
- [2] [https://www.canlii.org/en/bc/laws/regu/bc-reg-216-2015/latest/bc-reg-216-2015.html#Schedule\\_1\\_\\_23022](https://www.canlii.org/en/bc/laws/regu/bc-reg-216-2015/latest/bc-reg-216-2015.html#Schedule_1__23022)
- [3] [https://www2.gov.bc.ca/assets/gov/employment-business-and-economic-development/business-management/permits-licences-and-registration/registries-other-assets/schedule\\_b\\_bylaws.pdf](https://www2.gov.bc.ca/assets/gov/employment-business-and-economic-development/business-management/permits-licences-and-registration/registries-other-assets/schedule_b_bylaws.pdf)
- [4] [https://www.bclaws.ca/civix/document/id/complete/statreg/216\\_2015/search/search?84#Schedule1](https://www.bclaws.ca/civix/document/id/complete/statreg/216_2015/search/search?84#Schedule1)

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# Select Applying Directors

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## Email Address

### What email address should the non-profit provide?

The non-profit should list an email address at which it will consistently and regularly be able to receive emails. For this reason and to ensure continuity for future directors, the applicants for incorporation might consider creating an email account specifically for the non-profit, rather than using a personal email address.

## Contact Information of Three Applying Directors

### Can I apply for incorporation on my own?

No. To submit an application for incorporation, the non-profit must provide the names and contact information of at least three directors. At least one of the directors must live in British Columbia.

## Registered Office

### Does the non-profit's registered office need to be a staffed office?

No, the registered address does not need to be a staffed office. A registered office need only be an address at which the non-profit can receive mail. This could be the mailing address of a director, a post office (PO) box, or the non-profit's office. A non-profit can also use the address of another organization. For instance, if the non-profit uses the boardroom of a charity to hold meetings and receive mail, the non-profit can list that address as its registered office.

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# Member-Funded Societies

*This information applies to British Columbia, Canada. Last reviewed for legal accuracy by Pacific Legal Education and Outreach Society (PLEO) in January 2024.*

## What is a member-funded society?

A member-funded society is a special subset of non-profit societies. Incorporating as member-funded will be unusual for most groups of people who want to get together to do something to benefit the community. A member-funded society exists *primarily* for the benefit of its members. Some examples include golf courses or private benevolent organizations. Just because the non-profit is primarily funded by its members does not mean that the non-profit should incorporate as member-funded. *Only non-profits that are certain they will likely never receive sources of funds from anyone other than their members should consider doing so.*

In its constitution, the member-funded society must declare: "This society is a member-funded society. It is funded primarily by its members to carry on activities for the benefit of its members. On its liquidation or dissolution, this society may distribute its money and other property to its members."

## What kinds of non-profits cannot become member-funded societies?

Non-profits that cannot become member-funded societies include:

- non-profits that have received public donations, government funding, or a combination of the two with a total value greater than \$20,000 or 10%, whichever is greater, of the non-profit's gross income within a period of two financial years immediately preceding the current financial year of the non-profit;
- non-profits that are registered charities as defined in the *Income Tax Act*;
- non-profits that are designated recipients of the *Provincial Sales Tax Act* or are otherwise entitled to receive taxes, fees, or other revenue received by the government as agents of the non-profit;
- are student societies as defined in the *College and Institute Act* or *University Act*;
- are hospitals or manage/operate a community care facility as defined in the *Hospital Act*, or that are designated as hospital societies;
- are in a class of non-profits that is prohibited under the regulations from having the statement in its constitution.

If you still have questions, the Registry has a useful table on page four of their Transition Guide that explains some differences between member-funded and non-member-funded societies: BC Registry Transition Guide <sup>[1]</sup>.

Topic	Member-funded Societies	Other Non-Profit Societies
Distribution of assets on winding up	No restrictions; assets could go to members	Assets can only be distributed to certain entities (e.g. non-member-funded societies, registered charities, or community service cooperatives)
Number of directors	One director is sufficient; no residency requirements	At least three, one of whom is ordinarily resident in BC
Composition of board of directors	No restrictions on number of directors who are employed by or under contract with the non-profit	Majority of directors must not be employed by or be under contract with the non-profit
Financial statements	No public right to copies	Public has right to obtain copies
Disclosure of remuneration	Not required	Financial statements must set out remuneration paid to directors and highly-paid employees and contractors
Conversion to company	Can convert	Cannot convert

*source: BC Registry Services, "Preparing for B.C.'s New Societies Act: A Guide to the Transition Process"*

## How do we decide whether to become a member-funded society?

### Member-Funded Society – A Challenging Choice (by Paul Wood)

As Chair of the Governance Committee of a non-profit serving a reasonably sophisticated community, working our way through a Constitution and Bylaw review, thoughts turned to Part 12, Division 1 of the *Societies Act*, which provides for member-funded societies.

A member-funded society is a non-profit that is funded primarily by its members to carry on activities for the benefit of its members. Common examples might include some sports clubs, golf courses and professional associations.

This seemed a perfect fit. Although a non-profit cannot be a member-funded society if it receives public donations or government funding beyond specific thresholds, there was a high degree of confidence that this fit our circumstances, until we spoke with a lawyer. Working through the language of the Act and the due diligence necessary to come to a confident conclusion, doubts crept in. Shifting the focus from the due diligence of an historic review of financials, decisions and minutes over at least the past two years, to a view looking forward, and the potential constraints selecting member-funded status might impose on future directions and decision-making, doubts were no longer merely creeping, they were striding confidently.

At this point, it was prudent to step away from thinking solely from the perspective based on first impression, “of course we are member-funded”, to one that turned things around and looked at the decision from the point of view of what does member-funded status achieve. What are the benefits?

### Member-Funded Societies Considerations

- s. 28 Financial Statements: no right of access to public
    - Is it really appropriate and in the non-profit’s best interests to restrict public access? What are the implications?
    - Are there circumstances where public access should take place?
    - How will access be policed?
  - s. 36 Disclosure of remuneration on Financial Statements: no need to disclose director remuneration or salaries paid to senior staff in notes to financial statements
    - Is it appropriate, even in a member-funded society, to not be open and transparent about director remuneration and senior staff salary?
    - Shouldn’t the members be entitled to this information?
  - s. 40 Number of Directors: only one director required, none need be ordinarily resident in BC
    - Clearly this applies to a very small and peculiar set of non-profits.
  - s. 41 Employment of Directors: no restriction on number of Board members employed by or under contract
    - What are the circumstances or nature of a non-profit where it would be appropriate to have a majority of the board to be employed by, or in a contractual relationship with, the non-profit? Is this in a non-profit’s best interest?
  - s. 124(2) Distribution of assets on winding up: the constraints of this section do not apply and distribution can be made to any person specified in the bylaws or by ordinary resolution
    - Is it in a non-profit’s best interest that the distribution of its assets on winding up would be subject to an ordinary resolution? Or even a bylaw, subject to change?
  - s. 154(2) Property held in joint tenancy: the constraints of this section do not apply and property simply devolves to other joint tenants
    - Is it the case now, or is it likely to be the case, that the non-profit holds, or would hold, property in joint tenancy with an entity other than another non-profit (not member-funded) or charity or community service cooperative as defined by the act?
  - s. 198 Conversion: can be converted to a company under the Business Corporations Act
    - Is this likely to ever be the case?
-

In the end, in our circumstances, the decision was one of balancing the “real” benefits of member-funded status against the need for proper due diligence in ensuring our non-profit met the detailed tests set up in the act, and the constraints that it would impose on the non-profit in terms of receiving public donations or government funding in the future.

### **Cautions**

Becoming a member-funded society is a significant choice that needs to be authorized by a special resolution of the members. If you have any doubt about whether your non-profit can or should become a member-funded society, you should seek legal advice before transitioning. Member-funded designation is a choice that must be made at incorporation, otherwise a court order is needed. It is one of the most challenging areas of the *Societies Act*.

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### **References**

- [1] [https://www2.gov.bc.ca/assets/gov/employment-business-and-economic-development/business-management/permits-licences-and-registration/registries-other-assets/societies\\_act\\_transition\\_guide.pdf](https://www2.gov.bc.ca/assets/gov/employment-business-and-economic-development/business-management/permits-licences-and-registration/registries-other-assets/societies_act_transition_guide.pdf)

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# Part Two: Managing a Non-Profit Society

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## Member Rights and Participation

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*This information applies to British Columbia, Canada. Last reviewed for legal accuracy by Pacific Legal Education and Outreach Society (PLEO) in January 2024.*

### Member Rights

#### What are the rights of non-profit members?

Members who are not directors have certain rights. Members have a right to vote at a members' meeting (Annual General Meeting or Special General Meeting) unless they belong to a non-voting class of members. Voting members have the right to requisition a members' meeting, provided they meet the required threshold of 10% of voting members (or less if the bylaws provide). Voting members also have the right to submit a members' proposal, provided they fulfill the requirements of the *Societies Act* including meeting the minimum threshold of 5% (or less if the bylaws provide).

All members have the right to receive written notice and reasons for their expulsion and the right to make reasonable representations to the non-profit regarding their expulsion. Members have the right to request the attendance of the non-profit's auditor at a meeting during which the financial statements or the appointment or removal of the auditor will be considered, provided the non-profit receives a written request at least 7 days before the meeting. Finally, members have the right to inspect records listed under s. 20 <sup>[1]</sup> of the *Societies Act*, though the non-profit may impose a notice period and time restrictions.

#### How many votes can a member have? Can family memberships get two votes? Can we use weighted voting?

Under s. 84 <sup>[2]</sup> of the *Societies Act*, a voting member has only one vote.

#### What can a member or director do if the non-profit isn't following its bylaws or the *Societies Act*?

Many disputes can be resolved internally through communication and cooperation. However, sometimes this is not possible. Non-profit disputes are governed by the Civil Resolution Tribunal <sup>[3]</sup>. The CRT has a solutions explorer <sup>[4]</sup> which you can use to determine what remedies are available in your situation.

### Member Participation

#### Can anyone become a member of the non-profit?

No person has a right to membership in a non-profit, unless the bylaws say otherwise. Under the *Societies Act*, it is up to the directors of the non-profit to accept or deny memberships, subject to the non-profit's bylaws. However, courts have decided that if the non-profit wants to be selective about memberships, then criteria for rejecting members must be included in the bylaws. The directors cannot reject applicants based on criteria they themselves determine (*Farrish* at paras 52-63) <sup>[5]</sup>. In addition, once a person is a member, there is a process that must be followed (s. 70 <sup>[6]</sup>) to discipline or remove that person as a member.

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Finally, the *Societies Act* requires that individuals be 19 or older to become members, unless the bylaws state otherwise.

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## References

- [1] [https://www.bclaws.gov.bc.ca/civix/document/id/lc/statreg/15018\\_01#section20](https://www.bclaws.gov.bc.ca/civix/document/id/lc/statreg/15018_01#section20)
- [2] <https://canlii.ca/t/8v16#sec84>
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# Meetings of Members (AGM, SGM)

*This information applies to British Columbia, Canada. Last reviewed for legal accuracy by Pacific Legal Education and Outreach Society (PLEO) in January 2024.*

## Statutory Requirements

### When does the AGM need to be held?

The *Societies Act* requires that non-profits hold an annual general meeting (AGM) once every calendar year. However, a non-profit does not need to hold an AGM in the calendar year during which it was incorporated.

The best practice is for non-profits to hold their AGM on a date that falls within six months following the last day of the non-profit's financial year so members can approve the full and complete financial statements for the previous year, as well as discuss the non-profit's activities of the previous year. Another reason for this suggested AGM timing is that the financial statements must be approved within six months of the end of the financial year.

### What activities need to happen at the AGM?

Legally speaking, the non-profit's financial statements must be presented to members. If the non-profit has an auditor, then the non-profit's audit report must also be presented to members. The non-profit must also deal with any matters that are required to be dealt with at an AGM per the non-profit's bylaws. For example, many non-profits' bylaws state that director elections must occur at the AGM. However, these minimum requirements do not limit what non-profits *may* do at an AGM. For example, some non-profits use AGMs to gain member input, conduct year-end reviews, conduct volunteer development, or do strategic planning for the upcoming year.

### What if there isn't enough time to plan an AGM before the end of the calendar year?

If the non-profit anticipates the AGM cannot be held before the end of the calendar year, between November 1 and December 31 of the calendar year during which the AGM must be held, the non-profit may request a deadline extension from the registrar of companies through Societies Online. An extension can be granted up until March 31 of the following year.

Or, if an Annual General Meeting is not held prior to December 31 the non-profit may file the Annual Report as "No Meeting Held" between January 1 and January 31 of the following calendar year.

## Notice

### When does notice of general meetings need to be sent?

If the non-profit's bylaws don't specify, the default from s. 77<sup>[1]</sup> of the *Societies Act* is that notices of every general meeting must be sent out between 14 and 60 days before the day the meeting will be held. The bylaws may be amended to require a different number of days' notice, but it cannot be less than 7 or more than 60 days. Per the *Interpretation Act*, days means calendar days.

### What needs to be included in the notice?

Notice of a general meeting must include the date, time, and location of the meeting. The notice must also include the text of any special resolutions to be considered at the meeting. If the meeting will be held either fully or partially by electronic means (e.g. video conference), then the notice must include instructions for how to attend, participate, and vote in the meeting by electronic means.

### Should we change our bylaws to allow for electronic notice to members?

The 'written' notice required by the act includes electronic messages, such as email. However, if your bylaws do not permit electronic notices, this change is advisable. It requires a special resolution at a general meeting.

## Quorum

### What is quorum?

Quorum is the minimum number of members present that is required to conduct official non-profit business.

### How many members are needed to meet quorum?

Unless the bylaws state otherwise, quorum is three voting members. The bylaws may be amended so that quorum is greater than three members. Quorum can never be set at less than three members.

## Rules of Procedure

### What rules of procedure (meeting rules) should the non-profit use for meetings of members (AGMs and SGMs)? Do we have to use Robert's Rules of Order for a non-profit AGM?

Unless the bylaws state otherwise, non-profits do not need to use Robert's Rules of Order. Many non-profits use a simplified or modified version of Robert's Rules of Order<sup>[2]</sup> because it is familiar and common. However, it is up to the non-profit to decide which decision-making procedures are most appropriate to meet the non-profit's needs. Other examples of rules of procedure include talking circles<sup>[3]</sup>, dynamic facilitation<sup>[4]</sup>, and consensus<sup>[5]</sup>.

*See also:* consensus flowchart<sup>[6]</sup>, Robert's Rules flowchart<sup>[7]</sup>, Robert's Rules cheat sheet<sup>[8]</sup>.

## Electronic Participation

### How do we hold electronic meetings of members?

You can change your bylaws to include electronic meetings. You need to give some thought to the logistics and technology necessary to accomplish this.

An example is set out below:

#### **PART [X] - MEETINGS OF MEMBERS**

##### *Electronic Participation in General Meetings*

The board may determine, in its discretion, to hold any general meeting in whole or in part by electronic means, so as to allow some or all members to participate in the meeting remotely.

Where a general meeting is to be conducted using electronic means, the board must take reasonable steps to ensure that all participants are able to communicate and participate in the meeting adequately and, in particular, that remote participants are able to participate in a manner comparable to participants present in person, if any.

Persons participating by permitted electronic means are deemed to be present in person at the general meeting.

#### **RELEVANT DEFINITIONS**

"Electronic Means" means any system or combination of systems, including but not limited to mail, telephonic, electronic, radio, computer or web-based technology or communication facility, that:

- in relation to a meeting or proceeding, permits all participants to communicate with each other or otherwise participate in the proceeding contemporaneously, in a manner comparable, but not necessarily identical, to a meeting where all were present in the same location, and
- in relation to a vote, permits voters to cast a vote on the matter for determination in a manner that adequately discloses the intentions of the voters.

## Member Proposals

### What is a member proposal?

A member proposal gives members the ability to raise issues for discussion at a general meeting. The proposal must be in writing, no more than 500 words, include the text of any special resolution required to be considered, and signed by at least the minimum number of proposers. If the bylaws do not specify, then the default minimum number of proposers is 5% of voting members.

### **If members of a non-profit properly submit a member proposal, does the proposal have to be discussed or voted on at the AGM?**

Section 81 <sup>[9]</sup>(4) of the *Societies Act* states that if a non-profit receives a member proposals at least 7 days before the AGM notice is sent, the non-profit must include with the notice the proposal, the names of the members submitting the proposal, and a statement of support if requested. At the AGM, the society must allow one of the proposers, who must be a voting member, to present the proposal at the AGM. However, if the proposal relates substantially to a matter that was already considered at a general meeting within the previous two calendar years, then the society does not have to include the proposal with the AGM notice, and it does not have to allow a proposer to present the proposal at the AGM.

## Voting and Resolutions

### How do members vote?

The non-profit's bylaws may specify the manner of voting, such as by show of hands or secret ballot. In addition, the *Societies Act* allows some votes to be done in writing. For example, a special resolution may be passed either by 2/3 majority of voting members present at a general meeting or in writing by unanimous consent of voting members.

For an example of a member voting provision in the bylaws, see below:

#### **PART [X] - VOTING BY MEMBERS**

##### *Ordinary Resolution Sufficient*

Unless the *Act*, these bylaws or adopted rules of order provide otherwise, every issue for determination by a vote of the Members will be decided by an Ordinary Resolution.

##### *Entitlement to Vote*

Each Member in good standing is entitled to one (1) vote on matters for determination by the members. No other person is entitled to vote on a matter for determination by the members, whether at a general meeting or otherwise.

### How do we allow proxy voting?

Under s. 85 <sup>[10]</sup> of the *Societies Act*, if a non-profit wants to allow proxy voting, it must have a bylaw permitting it. See below for an example provision for proxy voting:

**PART [X] PROXY VOTING** *Proxy voting is permitted* A voting member may appoint another such member to act and vote as the member's proxy at a general meeting.

A member must not hold more than three proxies.

The instrument appointing a proxy must be in the following form, or in any other form that the board approves:

I, \_\_\_\_\_, of \_\_\_\_\_, hereby appoint \_\_\_\_\_, of \_\_\_\_\_, as my proxy to vote for me and on my behalf at the general meeting of ABC Society on the \_\_\_ day of \_\_\_, 20\_\_\_, and at any adjournment thereof. Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

A proxy must be received not fewer than 15 minutes before the time set for the start of a general meeting.

A proxy is only valid for the meeting for which the proxy is given, and any adjournment of that meeting.

### What is an ordinary resolution?

Most of the business requiring voting by a non-profit will be done through an ordinary resolution. The Act dictates that several things be done by ordinary resolution, such as dissolution of the non-profit and appointment of a new director in the event that one is removed. The bylaws of the non-profit may specify other circumstances where an ordinary resolution is required, and the model bylaws created by the government suggest that most votes should be determined by ordinary resolution.

An ordinary resolution is passed at a general meeting by receiving a simple majority (more than 50%) of votes cast by present voting members in accordance with the Act or rules specified in the non-profit's bylaws. In addition, an ordinary resolution may be passed if agreed to in writing by 2/3 of the total voting members in the non-profit.

### **What is the difference between ordinary and special resolution? When do we need a special resolution?**

A special resolution is required when a resolution will have particular significance to the structure or ethics of the non-profit. The Act sets out when a special resolution is required:

- the constitution or bylaws of the non-profit are altered;
- a director or other member is removed from the non-profit or disciplined;
- the non-profit wants to enter into a contract that may result in a conflict of interest for a director;
- other significant financial alterations to the non-profit, such as liquidation, sale of assets, or leasing of assets;
- If a general meeting will discuss matters relating to a special resolution, the text of the special resolution for the meeting must be provided in the notice of the general meeting. A special resolution is passed at a general meeting by receiving 2/3 of the votes cast by present voting members in accordance with the *Societies Act* or unless otherwise specified by the non-profit's bylaws. The *Societies Act* provides that the bylaws can increase the threshold of required votes needed for a special resolution (up to 100% or unanimity) except in cases dealing with the removal of directors. In addition, a special resolution may be passed if agreed to in writing by all of the voting members in the non-profit.

### **How long does a resolution last? Can a resolution remain binding over future conduct of the non-profit?**

Motions, written properly, can authorize conduct in future years, such as a yearly donation that increases by a set amount each year. However, the current members of the non-profit can seek to have any ordinary resolution repealed if the circumstances no longer warrant continuing the practice.

### **What is the minimum vote threshold to pass an ordinary or special resolution?**

If voted on at a general meeting, an ordinary resolution requires a simple majority (more than 50%) of voting members present to pass. A special resolution requires a 2/3 majority support of voting members present to pass. In either case, it is the number of votes cast by the voting members present that counts, not the total current membership of the non-profit.

If voted on in writing, an ordinary resolution requires 2/3 majority support of all voting members to pass. A special resolution must receive unanimous support of all voting members to pass in writing. In either case, written resolutions must be sent to all voting members, and it is the total current voting members of the non-profit that counts for the threshold.

## **Amending the Bylaws and Constitution**

### **How often can a non-profit update its bylaws?**

Bylaws can be changed at any meeting of members. A non-profit's directors can call a general meeting at any time they wish, under s. 74 <sup>[11]</sup> of the *Societies Act*. At a general meeting, a non-profit can update or change its bylaws through a special resolution. The bylaw changes have to be included in the notice of the meeting.

## **Elections**

### **How can a non-profit ensure only eligible, consenting individuals are elected as directors?**

The *Societies Act* requires that every director who is designated, appointed, or elected must either consent in writing to be a director or agree in-person to be a director at the meeting at which they are designated, appointed, or elected. The *Societies Act* also requires the non-profit keep a record of every consent to act as a director. If the person

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verbally consents to being a director at a general meeting, the person's consent should be recorded in the general meeting minutes.

The best practice is to have every director sign a Consent to Act as a Director Form which records their consent and which records the director's affirmation that they meet the eligibility requirements to be a director of the non-profit. An example of a Consent to Act as a Director Form can be found here <sup>[12]</sup>.

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# Directors: Eligibility, Duties, Liability, Remuneration, Conflicts of Interest

*This information applies to British Columbia, Canada. Last reviewed for legal accuracy by Pacific Legal Education and Outreach Society (PLEO) in January 2024.*

## Eligibility to be a Director

### What are the minimum qualifications for directors?

The *Societies Act* lists criteria for the eligibility of directors:

- Unless the bylaws allow 16- or 17-year-old directors, directors must be at least 18 years of age;
- Directors cannot have been found by any court to be:
  - incapable of managing their own affairs;
  - be an undischarged bankrupt;
  - be convicted of an offence in connection with promotion, formation or management of a corporation or unincorporated entity, or of an offence involving fraud (subject to exceptions under section 44 of the Societies Act).

These requirements are not exhaustive and the bylaws of a non-profit may set out more requirements. If a director ceases to be qualified, the director must resign promptly.

Every non-profit should start using a Consent to Act as Director Form to ensure that every director has indicated whether or not they are qualified. For an example, see this Consent to Act as a Director Form <sup>[1]</sup> (Note, however, that you do not need to add the requirement to sign a consent form in your bylaws).

**We want to have a director who is 16 or 17 years old. How do we do this?**

Non-profits wishing to have a director of 16 or 17 years of age may do so if they have a bylaw permitting them to do so. Those wishing to do so should also create a policy to guide the non-profit. Among other things, 16 and 17 year olds do not have the legal capacity to enter into contracts so it is important to consider the limits that may be operating upon them before they become directors.

**What is an ex-officio director (unofficial director)?**

An ex-officio director is a person who is a director “by reason of their office” rather than by being elected or appointed to the position. This means that this person’s director position is due to their power or influence. Ex-officio directors can hold the same rights as other directors. Most non-profits will not have ex-officio directors. If they do, the specific rights for ex-officio directors should be clarified by including them in the non-profit’s bylaws.

**Duties of Directors****What are the duties of directors?**

A director of a non-profit must:

- Act honestly and in good faith (without ulterior motives) in the best interests of the non-profit
- Act toward the purposes of the non-profit
- Exercise the care, diligence, and skill of a reasonable person in the circumstances
- Follow the bylaws of the non-profit
- Follow the law, including the Societies Act

**Director Liability****What is meant by director’s liability?**

The term liability refers to the *responsibility* of directors and organizations for the consequences of conduct that fails to meet a predetermined legal standard. Usually, the term consequences refers to damage or loss experienced by someone.

**What can a director be held liable for?**

A director can be held personally liable for:

- Failure to fulfill their duties as director
  - Failure to disclose a conflict of interest
  - Failure to deduct and remit employee income taxes to the CRA (including CPP and EI)
  - Failure to pay wages owed to employees
  - Authorizing the distribution of money or property contrary to the bylaws or the *Societies Act*
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### **What can a non-profit be held liable for?**

The non-profit can be held liable for, among other things:

- Failure to pay rent
- Failure to pay other creditors
- Failure to collect and remit taxes such as GST and PST

### **Why is a director personally liable for some things and not for others?**

In Canadian law an incorporated entity such as a non-profit is treated as though it is a separate person from its directors. However, in certain circumstances, the courts and certain statutes may “pierce the corporate veil” and ignore the separate person principle. For example, s. 227 of the *Income Tax Act* allows the CRA to hold directors personally liable for failure to deduct and remit taxes. Most other creditors do not have the powers of the CRA.

### **Can contracts or the non-profit’s bylaws reduce or eliminate director liability?**

No. Neither a contract nor the non-profit’s bylaws can relieve a director from their duties under the *Societies Act* nor from liabilities arising from the director’s negligence, default, breach of duty, or breach of trust. In addition, liabilities do not go away if the non-profit is dissolved.

### **What if a director voted for or consented to a resolution based on information that turned out to be incorrect?**

In general, a director must ensure the information they act upon is correct. However, a director will not be held liable if they reasonably and in good faith relied on any of the following:

- The financial statements of the non-profit
- Statements about the non-profit’s financial position by the director or senior manager responsible for the preparation of financial statements
- The written report of the non-profit’s auditor
- The written report of a person whose profession lends credibility to that statement (e.g. lawyer, accountant, engineer, appraiser)
- A statement of fact by another director or a senior manager
- Any record, information, or statement the court decides was reasonable grounds for the director’s actions, even if there was forgery, fraud, or inaccuracies.

### **What are the consequences of being held liable?**

Generally, a director who is found personally liable must return whatever money or property is owed. However, directors should be aware that certain misconduct constitutes a criminal or regulatory offense.

If liability arose from a resolution passed by the directors, each director who voted for or consented to the resolution is held responsible for the entire amount owed. However, if a director pays back more than their share of what is owed, they are entitled to contributions from the other liable directors.

### **What can directors do to protect themselves from liability?**

The best protection is to proactively learn about directors’ duties and to always act honestly in the best interests of the non-profit using the best available information. Directors should not vote for or consent to resolutions when they are unsure about the consequences or legality of that resolution. In addition, s. 66 <sup>[2]</sup> of the *Societies Act* permits a non-profit to purchase liability insurance, which can cover directors and/or senior managers of the non-profit. Persons considering becoming a director of a non-profit ought to enquire about the sort of insurance the non-profit carries, including any directors and officers policies.



## Paying Directors (Remuneration)

### Can we remunerate our directors?

Under s. 46<sup>[3]</sup> of the *Societies Act*, the non-profit is only allowed to remunerate directors if its bylaws permit for this and the amount is disclosed in the financial statements. However, many funders, such as BC Housing, do not permit directors to be remunerated.

### What does remuneration of a director include?

Remuneration for being a director means that the non-profit is paying a fee to the director for coming to meetings and doing the duties of a director. It is common in the business context but not in the non-profit world.

Remuneration for being a director does not include reimbursing directors for expenses arising from their duties, such as the cost of travelling to a meeting.

Remuneration for being a director also does not include remunerating a director for performing work for the non-profit unrelated to their duties as a director, such as paying a director to cater an event. However, this would require the director to declare a conflict of interest, not vote on the board consideration of the contract, and not seek to influence the vote. In addition, the director must leave the meeting while the contract is being discussed, except when their presence is required to provide the board with further information. The board can then decide to waive the conflict and enter into the contract for services with the director.

## Conflicts of Interest

### What is a conflict of interest?

A conflict of interest is a situation in which an individual or organization is involved in multiple interests that may be incompatible, where acting upon one interest could compromise another. A conflict of interest includes not only a material interest but the perception of an interest. In the legal context, this term is used to describe a situation in which a person has a duty to act in the best interests of an organization or party, yet they may have personal interests that conflict with that duty. For example, a board director voting on an increase in salary for a family member who works for the non-profit. The *Societies Act* requires non-profits to keep records of any conflicts of interest.

### What should a director do if they have a conflict of interest?

S. 56<sup>[4]</sup> of the *Societies Act* provides guidance to non-profits on how to address conflicts of interest. A director with a conflict of interest *must*:

- Immediately disclose they have a conflict of interest and the full nature and extent of the conflict;
  - Not vote on the matter;
  - Not attempt to influence the vote or discussion on the matter;
  - Leave the meeting while the matter is discussed except when they are required to be present to provide information; and,
  - Leave the meeting while the rest of the board votes on the matter.
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## Directors Employed by the Non-profit Society

### We are a church. Can the priest/minister/pastor be a member of the board?

People employed by or under contract with the non-profit can sit on a non-profit's board as long as the majority of the directors are not employed by or under contract with the non-profit. Any non-profit with these practices should have a conflict of interest policy in place to guide directors.

## Directors who are also Lawyers

### What is the role of a lawyer on a board?

The willingness of lawyers to contribute their time, experience and knowledge to the not-for-profit sector by serving on boards, or committees, is laudable and rewarding. Nonetheless lawyers serving on boards must be mindful of some of the risks that flow from these activities.

Key risks, insurance coverage issues aside for a moment, go to the heart of your knowledge and expertise; namely whenever a legal issue arises in a meeting, everyone will turn to you for your thoughts, your input and, more critically, your advice. The fundamental challenges as everyone awaits your response include:

- do you have the full and complete information that a lawyer, retained to provide advice, would insist upon?
- do you have time to thoughtfully consider a response?
- is the issue one that falls within your area of knowledge and expertise?
- is your advice independent, or is it clouded by loyalty to the organization, or a particular policy position you may feel strongly about?

While it will likely bring frowns to the faces of other board members, or quizzical looks, the response, "this question raises important legal issues; we need to get the advice of outside counsel" is more often than not the correct response.

This information is not provided to dissuade you from contributing your time and expertise, but rather to let you do so "eyes wide open".

As pointed out in the Law Society of British Columbia's guidance, having a frank discussion of the constraints on your role on accepting a position on a board, and refreshing that discussion annually, is excellent advice.

Having dealt with the risks and constraints, you still have a great deal to contribute to, and benefit from, service in the not-for-profit sector.

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- [1] [https://lawforprofits.ca/sites/default/files/2023-04/LFNP.consenttoact.doc\\_1.pdf](https://lawforprofits.ca/sites/default/files/2023-04/LFNP.consenttoact.doc_1.pdf)
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# Meetings of Directors

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*This information applies to British Columbia, Canada. Last reviewed for legal accuracy by Pacific Legal Education and Outreach Society (PLEO) in January 2024.*

## **What is a consent resolution?**

A consent resolution of directors is a directors' resolution that is passed without having a meeting of directors. To pass a consent resolution, a copy of the resolution must first be sent to all directors. The default requirement from the *Societies Act* is for all the directors to agree. However, this can be reduced to a lesser number through the bylaws. The consent must be given in writing or as provided for by the bylaws.

## **Do the directors of a non-profit have the ability to make and pass motions that would ultimately change the purpose of the non-profit once they are acted upon? Or, would these types of motions need to go to an AGM or special general meeting for all of the non-profit members to vote on?**

Under s. 15<sup>[1]</sup> of the *Societies Act*, to change the purposes of a non-profit the members of the non-profit would need to pass a special resolution at a general meeting of the members whether that is an AGM or special general meeting.

One of the duties of a director is that they must exercise their powers and duties in accordance with the purposes of the non-profit (s. 53(3)<sup>[2]</sup> of the *Societies Act*).

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# Senior Managers and Officers

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*This information applies to British Columbia, Canada. Last reviewed for legal accuracy by Pacific Legal Education and Outreach Society (PLEO) in January 2024.*

## **What is a senior manager?**

A senior manager is any individual that is appointed by the directors to exercise their authority and manage the activities or internal affairs of the non-profit. Senior managers can be an employee, contractor, or volunteer, so long as they exercise decision-making authority. The fact that a person is a manager in a senior role does not automatically make them a senior manager under the *Societies Act*. A senior manager of a non-profit is similar to an officer in the business world: they are a category of people with particular duties. Every non-profit should be very careful about delegating its authority to anyone outside the directors or an employee by contract.

## **What is the difference between a director and an officer?**

A director is a person in charge of managing, or supervising the management of the activities and internal affairs of a non-profit. Directors are elected or appointed in accordance with the non-profit's bylaws. Directors are usually elected by the members.

Officers are directors who have been given specific responsibilities. These roles are usually president, vice-president, secretary, and treasurer. The directors with these responsibilities are often referred to as the executive.

Directors are people with rights and responsibilities under the *Societies Act*, whereas the *Societies Act* does not mention officers.

## **Do we have to have a secretary and a treasurer?**

No. The *Societies Act* is silent on board positions. They are set out in the optional Model Bylaws, which is why many non-profits have these roles. The directors of the non-profit can share the duties of the various positions or assign them to individuals. The important thing is that records are maintained, minutes are taken, financial statements are prepared, and that there is a board policy that covers how these basic functions are done.

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# Recordkeeping and Privacy

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*This information applies to British Columbia, Canada. Last reviewed for legal accuracy by Pacific Legal Education and Outreach Society (PLEO) in January 2024.*

## What are the official records that a non-profit society must keep?=<sup>1</sup>

s. 20<sup>[1]</sup>(1):

- Certificate of Incorporation
- Constitution
- Bylaws
- Statement of Directors and Registered Office
- Orders by any court, tribunal, or federal, provincial or municipal body
- Register of Directors, including contact information
- Written consents to act as director
- Written resignation of directors
- Any disclosures of a director's or senior manager's interest
- Register of Members, organized by class, including contact information
- Minutes of each meeting of members, including text of resolutions passed
- Ordinary resolutions, special resolutions, and consent resolutions, including copies of consents
- Financial Statements and Auditors Reports

s. 20<sup>[1]</sup>(2): Minutes of directors' meetings, including a list of directors present, and the text of each resolution passed

- Directors' consent resolutions, including copies of consents
- Adequate accounting records for each financial year

## Where must official records be kept and in what form?

A non-profit must store its official records at its registered office or in another BC location with a notice at the registered office.

Records may be kept in a physical or electronic form so long as there is simple, reliable, and prompt access. For example, a non-profit could create a physical or electronic folder entitled *Official Records* and store the official records in that folder. The records in that folder can be further organized into categories or years, depending on what makes the most sense.

## Access to Records

### Who can inspect the non-profit society's official records?

Records under s. 20(1):

- Any director
- Any member
- Any person, other than a member or director, may, if and to the extent permitted by bylaw, inspect s. 20 records, other than the Register of Members

Records under s. 20(2):

- Any director
  - Any member, unless the bylaws provide otherwise, save for a record of a director's or senior manager's interest
-

- Any person, other than a member or director, may, if and to the extent, permitted by bylaw, inspect s. 20 records, other than the Register of Members

### **Are there any restrictions on who can access a non-profit society's official records?**

Under s. 25<sup>[1]</sup> of the *Societies Act*, directors may by resolution restrict members' right to inspect the Register of Members if the inspection might be harmful. Harm might be where your members are vulnerable individuals or there are legitimate privacy/security concerns such as police officers not wanting their addresses public. This will be rare. This provision was considered by the Civil Resolution Tribunal in *Sellers v. Kitty Cat P.A.L. Society*<sup>[2]</sup>, 2020 BCCRT 376. In that case, the tribunal member restricted use of the register to the uses listed in s. 25(7) of the *Societies Act*.

If the directors have restricted access to the Register of Members, a member may still inspect the Register of Members by applying in writing to the non-profit. The application must include the applicant's name and a statement that the information in the Register of Members will not be used except for the purposes listed under s. 25(7)<sup>[3]</sup> of the *Societies Act*. Under s. 25(7) of the *Societies Act*, a Register of Members that has been restricted may only be used for requisitioning a meeting of members, submitting a member proposal, calling a meeting of members under s. 138<sup>[4]</sup> of the *Societies Act*, or attempting to influence voting members.

### **Can a non-profit society charge a fee to inspect an official record?**

Non-profits may not charge a fee to members or directors who wish to inspect an official record. However, non-profits may charge a fee to a person who is neither a member nor a director for inspecting records, up to the maximums listed in the *Societies Regulation*<sup>[5]</sup>. Under s. 4 of the *Societies Regulation*<sup>[6]</sup>, the fee may not exceed \$10 per day, regardless of the number of records inspected.

### **Can a non-profit society charge a fee to copy an official record?**

Directors are entitled to receive, without charge, a copy of any official record listed under s. 20<sup>[1]</sup> of the *Societies Act*. Members are entitled to receive, without charge, one copy of the current constitution, bylaws, and most recent financial statements.

The *Societies Regulation*<sup>[6]</sup> sets out the fees a non-profit may charge for copies of records. Regardless of whether a person is entitled to inspect a record, the maximum fee a non-profit may charge is \$0.50 per page, or \$0.10 per page if the copy is provided by email. As an exception, if a person is requesting a copy of the financial statements and they are not entitled to inspect the financial statements, the non-profit may charge a maximum fee of \$10 plus \$0.50 per page, or \$10 plus \$0.10 per page if the copy is provided by email.

### **Can a non-profit society prevent its members from inspecting the official records?**

Yes, to a point. A non-profit can prevent a member from inspecting minutes of directors meetings and accounting records. These limitations must be set out in your bylaws. For example:

**Bylaw [X] - Inspection of Official Records** Only official records under s. 20(1) are available for inspection by, and disclosure to, members.

All other records are only accessible at the sole discretion of the directors.

The directors will establish procedures for the inspection and disclosure of all official records.

## Can a non-profit society prevent its members from accessing the register of members?

Inspection of the register of members can be restricted by a directors' resolution if the directors believe that access would be harmful to the non-profit or a member.

Members may only request access to the register of members for a purpose permitted under s. 25 <sup>[1]</sup>(7) of the *Societies Act*. Those reasons are:

- requisitioning a meeting of members;
- submitting a member proposal;
- calling a meeting of members under s. 138 <sup>[4]</sup> of the *Societies Act*; and
- attempting to influence voting members.

## How long do we have to keep our documents and records?

Certain documents must be held for longer than others depending on the statute. The non-profit records that must be kept are listed under s. 20 <sup>[7]</sup> of the *Societies Act*. S. 21 <sup>[8]</sup> of the act states that the s. 20 records do not need to be kept once 10 years have passed since the record was created or last altered **and** the record is no longer relevant to the activities or internal affairs of the non-profit. The CRA requires that financial records be kept for 7 years.

## Privacy Policy

### Does the non-profit society need a privacy policy?

Yes. Under the *Personal Information Protection Act* <sup>[9]</sup>, every non-profit is required to have a privacy policy.

### What needs to be in a privacy policy?

Every non-profit's policy will differ depending on its information needs. In general, a privacy policy should state what information is collected, how the information is stored, who can access the information, and how the information is used. An example privacy policy can be found here <sup>[10]</sup>.

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- [1] [https://www.bclaws.gov.bc.ca/civix/document/id/lc/statreg/15018\\_01#section25](https://www.bclaws.gov.bc.ca/civix/document/id/lc/statreg/15018_01#section25)
- [2] <https://canlii.ca/t/j6cd0>
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- [9] <https://canlii.ca/t/84mg>
- [10] <https://lawfornonprofits.ca/node/446>

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# Finances and Borrowing

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*This information applies to British Columbia, Canada. Last reviewed for legal accuracy by Pacific Legal Education and Outreach Society (PLEO) in January 2024.*

## Non-Profit Finances

### Can a non-profit society operate a business or own a for-profit corporation?

A non-profit can own a for-profit business if operating the business supports the non-profit's purposes. This may be a situation, however, where the non-profit wants to make sure that it has legal and accounting advice.

### What are debentures?

A debenture is a legal agreement used to raise money by borrowing from others. Debentures are typically used to raise short term capital for specific purposes (for instance an upcoming expansion). Debentures are unsecured by collateral or assets, and are generally backed up by the creditworthiness of the borrower. The term is found in many non-profit bylaws because the old *Society Act* did not permit the issuing of debentures without a special resolution. Under the *Societies Act*, non-profits can borrow funds and issue debentures whenever the directors determine, unless it is prohibited by the bylaws. A non-profit that wishes to can limit the borrowing powers of the board in its bylaws.

## Non-Profit Financial Statements

### What is the difference between accounting records and financial statements?

Financial statements and accounting records are not the same thing.

Financial statements are a broad overview of the non-profit's financial position, presented to members at each AGM. Financial statements generally include four documents: Income Statement, Balance Sheet (Statement of Financial Position), Statement of Cash Flows, and Equity Statement (Statement of Retained Earnings).

Accounting records is a broad category which includes details on individual financial transactions such as the date and amount of deposits or withdrawals, cheque numbers, bank account numbers, daily balances, etc. Normally it is called the *general ledger*. Since there is much more detailed and sensitive information in accounting records, it may be in the non-profit's best interest to restrict access to such records.

Non-profits may restrict access to records listed under s. 20(2) of the *Societies Act*, which includes accounting records, in the non-profit's bylaws. Non-profits may not restrict access to records listed under s. 20(1), which includes financial statements. For more on recordkeeping, see Non-Profit Recordkeeping and Privacy.

### Do we need to submit financial statements to the Registrar?

No. This is not a requirement of the *Societies Act*. The Registry does not accept any financial statements or accounting records of a non-profit. However, every non-profit is obligated to produce financial statements on an annual basis and provide them to its members.

### Do the non-profit society's financial statements need to be prepared by an accountant or bookkeeper?

The *Societies Act* requires that a non-profit keep sufficient accounting records and are able to produce a set of financial statements for its members. The *Societies Act* does not require that the non-profit get professional help, nor does the CRA. Thus, a non-profit's treasurer could provide financial statements.

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Note that if a non-profit becomes complicated enough financially, it may be a good idea to get a bookkeeper then an accountant to prepare and approve annual financial statements. Some funders require audited financial statements. The *Societies Act* sets out the qualifications of an auditor but does not require an audit. For more information, see the CRA's guide to filing the Annual Information return <sup>[1]</sup>.

## Non-Profit Accounting Records

### What are accounting records?

Accounting records are the general ledger of the non-profit and all related documentation such as bank statements and donation receipts. They may include a great deal of personal information. For this reason, it is a best practice to restrict access to accounting records in your bylaws.

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## References

[1] <https://www.canada.ca/en/revenue-agency/services/forms-publications/publications/t4117/income-tax-guide-non-profit-organization-information-return.html>

## Audits and Auditor

*This information applies to British Columbia, Canada. Last reviewed for legal accuracy by Pacific Legal Education and Outreach Society (PLEO) in January 2024.*

### Do we need to hire an auditor?

Unless required by the bylaws, most non-profits will not need to have their accounting records (aka the "Books") audited. In fact, an audit may not even be worthwhile, especially if the cost of the audit would cost a significant portion of the non-profit's overall budget. Generally, the greater the amount of funds managed by the non-profit, the greater the need and pressure will be to have an auditor. In fact, it is often funders who may require that the non-profit's books be audited as a condition for grant approval. If an auditor is required, then the non-profit must follow the requirements of the *Societies Act*.

### How does a non-profit society appoint an auditor?

The first auditor of the non-profit must be appointed by a resolution of the directors, to hold office until the close of the following AGM. Every auditor thereafter must be appointed by the members at the AGM. However, if there is a vacancy in auditor due to death or resignation, the directors may appoint an auditor until the close of the next AGM.

### Who can be an auditor?

Only individuals who are chartered professional accountants (CPAs) or firms whose members are CPAs may be appointed as auditors of a non-profit. In addition, the auditor must be independent from the non-profit. Among other things, *independent* means the auditor cannot be a director, senior manager, or employee of the non-profit. The auditor also cannot be a partner of, be related to, employ, or be employed by a director, senior manager, or employee of the non-profit.

### **What is a review engagement?**

A review engagement is a less thorough and thus less costly type of financial audit. Since it is less thorough than a full financial audit, it can only provide limited assurance about the accuracy of the non-profit's financial statements. During a review engagement, an auditor reviews the non-profit's financials and makes inquiries. The auditor then reports if they have any reason to believe the financial statements are not being presented accurately. In other words, a review engagement might help a non-profit catch any red flags while avoiding the higher cost of a full financial audit.

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## **Seal**

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### **Are we required to have a seal?**

No. A non-profit is not required to have a seal.

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# Part Three: Dissolving a Non-Profit Society

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## Dissolution Process

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*This information applies to British Columbia, Canada. Last reviewed for legal accuracy by Pacific Legal Education and Outreach Society (PLEO) in May 2021.*

### How do I dissolve a non-profit society?

*This information applies to British Columbia, Canada. Last reviewed for legal accuracy by Pacific Legal Education and Outreach Society (PLEO) in January 2024.*

Most dissolutions will happen voluntarily, at the request of the members. In order to dissolve voluntarily, the following steps must be taken:

#### Step One: Pass an Ordinary Resolution

The non-profit's members must pass an ordinary resolution at a members' meeting (AGM or SGM) empowering the board to seek dissolution from the registry as soon as it is practical or at a certain date. If the bylaws do not specify the qualified recipient of the non-profit's remaining assets upon dissolution, the members may also pass a resolution specifying the qualified recipient at this meeting.

An example dissolution resolution could read:

*Be it resolved that the board is empowered to seek dissolution of the society from the registry as soon as is practical.*

#### Step Two: Pay the Non-Profit's Liabilities

Once the members' ordinary resolution has been passed, the directors must pay or make arrangements to pay all the non-profit's liabilities.

#### Step Three: Distribute Remaining Assets to Qualified Recipient

After the liabilities have been paid, any remaining assets must be distributed to the qualified recipient listed in the non-profit's bylaws. If the non-profit's bylaws do not specify the qualified recipient, the remaining assets must be disbursed to a qualified resolution specified by a resolution of the members. If a resolution of the members is not possible, a resolution of the directors specifying the qualified recipient will suffice.

#### Step Four: Submit a Dissolution Request to the Registrar

Once arrangements have been made to settle the non-profit's liabilities and disburse the non-profit's remaining assets, the directors must submit a request for dissolution to the Registrar. With the request for dissolution, the directors must provide a copy of the members' ordinary resolution authorizing dissolution. The directors must also provide an affidavit sworn by at least two directors (or sworn by one director if there is only one director), declaring that to the best of their knowledge, the non-profit has no liabilities or has made adequate arrangements for the payment of the non-profit's liabilities and that the remaining assets of the non-profit, if any, have been disbursed to the qualified recipient.

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**What is a qualified recipient?**

A qualified recipient is an organization that is eligible and designated by the non-profit's bylaws or a resolution of the members or directors of the non-profit to receive the non-profit's remaining assets upon dissolution. The *Societies Act* states that a qualified recipient may only be another society (cannot be a member-funded society), a community service cooperative, a registered charity, or a trust for a charitable purpose.

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# Appendices

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## If You Have Not Yet Transitioned to the New Act

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*This information applies to British Columbia, Canada. Last reviewed for legal accuracy by Pacific Legal Education and Outreach Society (PLEO) in January 2024.*

### About this Appendix

This appendix *only* applies to non-profit societies in existence before the the current BC *Societies Act* came into effect that have not yet transitioned to the new act. **Therefore, the following information does not apply to non-profits incorporated after 28 November 2016.**

### Overview of the *Societies Act*

- Every non-profit in BC will have two years to electronically file a transition application consisting of their constitution, bylaws, a statement of directors and their registered office, all as they existed before the new Act comes into force.
  - It is important that every non-profit ensure that the statement of directors and their registered office is up to date prior to transitioning.
  - If a non-profit's information is incorrect at the time of transition, the non-profit will be required to make a separate filing after their transition is complete.
  - It is also important that all annual reports are up to date in the annual reporting filings. Any non-profit whose annual reports are not up to date will not be able to transition.
  - This transition application will require non-profits to make changes to their current constitution and bylaws, as well as re-file those documents in electronic format with the Corporate Registry.
  - Major change to the constitution is to remove any provisions outside the name and purposes of the non-profit.
  - Special provisions will now have to be moved to the bylaws.
  - To make these changes, a non-profit will not be required to pass a special resolution at their AGM. Non-profits will be permitted to move these provisions for the transition application.
  - When moving unalterable provisions out of the constitution, these provisions must be identified as "previously unalterable." Once a non-profit has transitioned, these unalterables can be changed by following the new Act's bylaw amendment procedures.
  - Non-profits should be wary of adopting the new Model Bylaws provided in Schedule 1 of the new Act without considering its implications and possible modifications.
  - It is not necessary to adopt the new Model Bylaws.
  - There are many differences from the old Schedule B Bylaws that could cause issues for certain non-profits.
  - For example, the quorum requirement in the Model Bylaws is 3 members or 10% of the membership, whichever is greater. For non-profits with a large membership base, this could be very problematic. As the new Act only requires 3 members for quorum, we recommend reading the new Model Bylaws carefully before adopting, and making necessary changes.
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## **Other information regarding the new Societies Act**

Please visit BC Registry Services <sup>[2]</sup> for more information regarding the new *Societies Act*, including:

- a transition guide
- a link to the new Act and its regulations
- links to the new Model Bylaws as well as the old Schedule B Bylaws
- tables comparing the old Society Act to the new Societies Act
- more FAQs

## **FAQs About Transitioning to the New *Societies Act***

### **When can we pass the updated bylaws and constitution?**

When you transition, you will remove any unalterable provisions from your constitution and place them in their own section in your bylaws, indicating that they are "previously unalterable." You should not change your purposes upon transitioning. If all you are doing is moving the unalterables to your bylaws the non-profit does not need to take those changes to the membership.

### **What do we do with the winding up and dissolution clause in our constitution?**

Under the new act only the name and purposes can be included in the constitution. Additional clauses including the winding up and dissolution clauses should be added to the bylaws in a separate section under a sub-heading such as "Other Provisions", "Former Constitutional Provisions", etc. If the clause was unalterable then the words "previously unalterable" need to be added. A special resolution is not required to make this change.

### **Do we need the approval of the CRA to move the winding up and dissolution clause out of the constitution?**

No. The new *Societies Act* does not change the non-profit's relationship to the CRA. Those non-profits that are registered charities will have to notify the CRA about changes to the non-profit's constitution and bylaws and provide the CRA with a copy of the amended documents.

### **Do we need a special resolution when we move the winding up and dissolution provisions from the constitution to our bylaws?**

Simply moving provisions, such as the winding up and dissolution provision, from the constitution to the bylaws will not require a non-profit to hold a vote or even a general meeting. However, any previously unalterable provisions will have to be identified as previously unalterable when they are moved. Once the non-profit has transitioned then the non-profit can remove the "previously unalterable" language. However, to do that the non-profit will need to pass a special resolution.

### **What does unalterable mean?**

Unalterable means something that cannot be changed. In the new *Societies Act*, unalterable bylaw provisions are no longer permitted.

### **Are the Schedule B Bylaws compliant with the new *Societies Act*?**

The Schedule B Bylaws are mostly compliant with the new act. If your non-profit has been using the Schedule B Bylaws and they have been working for you, it is likely that you will not have to change your bylaws. The non-profit may want to do some minor housekeeping and updating; however, the new act does not require the non-profit to do so. If the non-profit is using the Schedule B it does not have to adopt the new model bylaws on the transition. If the

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non-profit decides to change its bylaws it can do so at any time after they transition.

**On transition, can we correct the spelling errors that were on the original filed bylaws?**

Yes, you may correct spelling errors when you transition.

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# Article Sources and Contributors

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**Meetings of Directors** *Source:* [https://wiki.clicklaw.bc.ca/index.php?title=Meetings\\_of\\_Non-Profit\\_Directors\\_%28Societies\\_Act\\_FAQs%29](https://wiki.clicklaw.bc.ca/index.php?title=Meetings_of_Non-Profit_Directors_%28Societies_Act_FAQs%29) *Contributors:* Desy Wahyuni, PLEO

**Senior Managers and Officers** *Source:* [https://wiki.clicklaw.bc.ca/index.php?title=Non-Profit\\_Senior\\_Managers\\_and\\_Officers\\_%28Societies\\_Act\\_FAQs%29](https://wiki.clicklaw.bc.ca/index.php?title=Non-Profit_Senior_Managers_and_Officers_%28Societies_Act_FAQs%29) *Contributors:* Desy Wahyuni, PLEO

**Recordkeeping and Privacy** *Source:* [https://wiki.clicklaw.bc.ca/index.php?title=Non-Profit\\_Recordkeeping\\_and\\_Privacy\\_%28Societies\\_Act\\_FAQs%29](https://wiki.clicklaw.bc.ca/index.php?title=Non-Profit_Recordkeeping_and_Privacy_%28Societies_Act_FAQs%29) *Contributors:* Desy Wahyuni, Nate Russell, PLEO

**Finances and Borrowing** *Source:* [https://wiki.clicklaw.bc.ca/index.php?title=Non-Profit\\_Finances\\_and\\_Borrowing\\_%28Societies\\_Act\\_FAQs%29](https://wiki.clicklaw.bc.ca/index.php?title=Non-Profit_Finances_and_Borrowing_%28Societies_Act_FAQs%29) *Contributors:* Desy Wahyuni, PLEO

**Audits and Auditor** *Source:* [https://wiki.clicklaw.bc.ca/index.php?title=Non-Profit\\_Audits\\_and\\_Auditor\\_%28Societies\\_Act\\_FAQs%29](https://wiki.clicklaw.bc.ca/index.php?title=Non-Profit_Audits_and_Auditor_%28Societies_Act_FAQs%29) *Contributors:* Desy Wahyuni, PLEO

**Seal** *Source:* [https://wiki.clicklaw.bc.ca/index.php?title=Non-Profit\\_Seal\\_%28Societies\\_Act\\_FAQs%29](https://wiki.clicklaw.bc.ca/index.php?title=Non-Profit_Seal_%28Societies_Act_FAQs%29) *Contributors:* Desy Wahyuni, PLEO

**Dissolution Process** *Source:* [https://wiki.clicklaw.bc.ca/index.php?title=How\\_to\\_Dissolve\\_a\\_Non-Profit\\_%28Societies\\_Act\\_FAQs%29](https://wiki.clicklaw.bc.ca/index.php?title=How_to_Dissolve_a_Non-Profit_%28Societies_Act_FAQs%29) *Contributors:* Desy Wahyuni, PLEO

**If You Have Not Yet Transitioned to the New Act** *Source:* [https://wiki.clicklaw.bc.ca/index.php?title=Transition\\_%28Societies\\_Act\\_FAQs%29](https://wiki.clicklaw.bc.ca/index.php?title=Transition_%28Societies_Act_FAQs%29) *Contributors:* Desy Wahyuni, PLEO





# STATEMENT OF DIRECTORS AND REGISTERED OFFICE

BC Society • Societies Act

**CERTIFIED COPY**  
Of a document filed with the  
Province of British Columbia  
Registrar of Companies

*T.K. Sparks*  
T.K. SPARKS

**NAME OF SOCIETY:** ERIF HOUSING ASSOCIATION

**Incorporation Number:** S0080987

**Business Number:** 71466 8951 BC0001

**Filed Date and Time:** August 28, 2024 06:10 PM Pacific Time

## REGISTERED OFFICE ADDRESS INFORMATION

**Delivery Address:**

1855 PERKINS RD  
CAMPBELL RIVER BC V9W 4S2

**Mailing Address:**

1855 PERKINS RD  
CAMPBELL RIVER BC V9W 4S2

## DIRECTOR INFORMATION

**Last Name, First Name Middle Name:**

HUNT, JOSHUA

**Delivery Address:**

1855 PERKINS RD  
CAMPBELL RIVER BC V9W4S2

**Last Name, First Name Middle Name:**

HUNT, PAULA

**Delivery Address:**

1855 PERKINS RD  
CAMPBELL RIVER BC V9W4S2

**Last Name, First Name Middle Name:**

THOMPSON, JODIE

**Delivery Address:**

1855 PERKINS RD  
CAMPBELL RIVER BC V9W4S2



**Ucluelet Housing Agreement Bylaw No. XXXX, 2025**

**DISTRICT OF UCLUELET**

**Bylaw No. XXXX, 2025**

A Bylaw to Authorize the District of Ucluelet to Enter into a Housing Agreement.

(221 Minato Road)

---

**WHEREAS** the Municipality may, by Bylaw, under Section 483 of the Local Government Act enter into a Housing Agreement which may include terms and conditions agreed to by the Municipality and the Owner regarding the occupancy of the housing units identified in the Agreement;

AND WHEREAS the Municipality has rezoned and approved Development Permit for the property at 221 Minato Rd to an updated CD-6 zoning to enable the development of 33 affordable rental units under CMHC funding and 24 units for attainable home ownership.

AND WHEREAS the Owner has offered to register a Housing Agreement to ensure that the housing units are developed as proposed on the Lands described in this Bylaw, and the Municipality has deemed it expedient to require the Owner to enter into a Housing Agreement with the Municipality pursuant to Section 483 of the Local Government Act;

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

1. The Municipality is authorized to enter into Housing Agreements pursuant to Section 483 of the Local Government Act, in substantially the form attached to this Bylaw as Schedules "A" and "B", with respect to the land located in the District of Ucluelet known as 221 Minato Road and being more particularly known and described as:

Lot 13, District Lot 283, Clayoquot Land District, Plan VIP84686 as shown shaded on the map attached to this bylaw as Appendix "A".

2. The Mayor and the Chief Administrative Officer of the Municipality are authorized to execute the Housing Agreements on behalf of the Municipality.

**CITATION**

3. This bylaw may be known and cited for all purposes as the "Ucluelet Housing Agreement Bylaw No. XXXX, 2025".

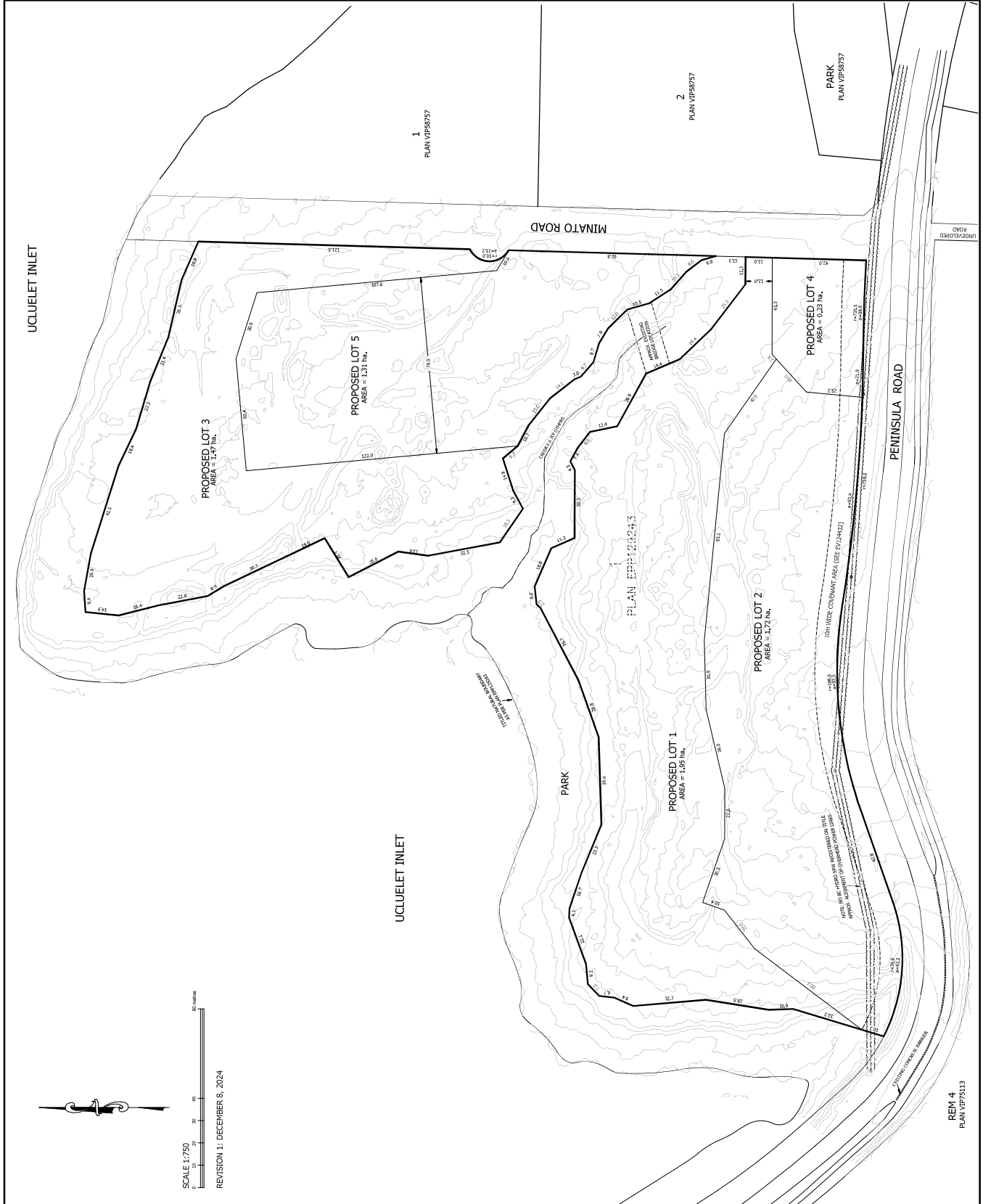
**PROJECT:** PROPOSED REZONING & SUBDIVISION  
**LOCATION:** 221 MINATO ROAD, UCLUELET  
**CLIENT:** ERIJ

**DATE:** 2024-03-14  
**SCALE:** 1:750  
**DATE:** 2024-03-14  
**FILE:** 20240314  
**2500 BASE PLAN**

**WILLIAMSON & ASSOCIATES  
 SURVEYORS**  
 2100 BAYVIEW AVENUE, SUITE 100  
 VICTORIA, BC V8P 2G5  
 PHONE (250) 799-7171 EMAIL: W&A@WASURV.COM

**SITE STATISTICS**

LEGAL DESCRIPTION: LOT 1, DISTRICT LOT 256, CLANQUOT DISTRICT, PLAN R2024003  
 TOTAL PARCEL AREA: 648.14 (0.45 ac)  
 AREAS AND CONDITIONS ARE PRELIMINARY AND SUBJECT TO CHANGE. FIELD SURVEY HAS NOT BEEN COMPLETED TO CORRELATE LOT BOUNDARIES ON LOT AREAS.  
 THIS PLAN DOES NOT PURPORT TO VOUCHER FOR THE ACCURACY OF THE INFORMATION HEREIN.  
 THE INFORMATION CONTAINED HEREIN IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE A WARRANTY.  
 AERIAL PHOTOGRAPHY IS OBTAINED FROM UCLUELET TOWNSHIP (2023).  
 COOP FLOOD CONSTRUCTION LEVEL FOR PARCEL 1: 4.5m GEODETIC (MAP 413N G2024081).



REM 4  
 PLAN VFP75113

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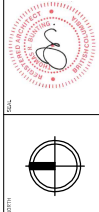
DATE: 2024-12-10



**Formosis**  
Architecture  
280411 Columbus Street  
Vero Beach, FL 33595  
formosis.ca

Project Number: 2412

01	SCALE FOR REFERENCE	2024-12-10
02	REVISIONS FOR DESIGN	2024-12-10
03	REVISIONS FOR CONSTRUCTION	2024-12-10



MINATO  
221 MINATO ROAD

COVER SHEET

PROJECT NO.	2412
DATE	2024-12-10
SCALE	
PROJECT NAME	MINATO
CLIENT	UCULEET
LOCATION	KC

A001



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DATE: 2024-12-10  
SCALE: 1:750

PROJECT NAME: 221 MINATO ROAD, UCLUELET  
CLIENT: [REDACTED]  
DESIGNED BY: [REDACTED]  
DRAWN BY: [REDACTED]  
DATE: 2024-12-10  
SCALE: 1:750

FORMOSIS Architecture  
21801 Columbia Street  
Vancouver, BC, V6A 9E5  
formosis.ca

Project Number: 2412

ERIF Sustainable Solutions



221 MINATO ROAD  
MINATO  
221 MINATO ROAD  
UCLUELET  
2024-12-10  
1:750

SP  
5P  
A201

**UNIT TYPE LEGEND**

[E1] EAGLE 1: 2x (2 BEDS) / 2x (3 BEDS)  
 [E2] EAGLE 2: 2x (10 BEDS) / 1x (8 BEDS) / 2x (3 BEDS)  
 [E3.1] EAGLE 3.1: 2x (57 LODGES) / 2x (1 BEDS) / 2x (2 BEDS)  
 [W] WATERFRONT DETACHED HOME

**SETBACKS AND HEIGHTS**

Development Area	Principal Use	Minimum Setback	Site	Building Height
Lot 1	Medium Density	15.0 m	5.3 m	9.0 m
Lot 2	Residential Single-Family	10.0 m	0.6 m	9.5 m
Lot 3	Residential Single-Family	2.5 m	0.9 m	3.9 m
Lot 4	Commercial	3.0 m	23.0 m	9.5 m
Lot 5	Residential Multiple-Family	3.9 m	4.1 m	7.5 m
				9.5 m

**LEGEND**

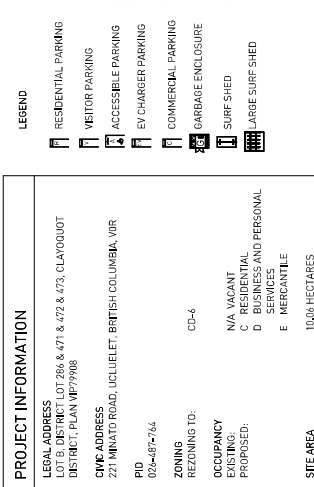
[R] RESIDENTIAL PARKING  
 [V] VEHICLE PARKING  
 [A] ACCESSIBLE PARKING  
 [E] EV CHARGER PARKING  
 [C] COMMERCIAL PARKING  
 [G] GARBAGE ENCLOSURE  
 [S] SURF SHED  
 [L] LARGE SURF SHED

**PROJECT INFORMATION**

LEGAL ADDRESS: DISTRICT LOT 286 & 471 & 472 & 473, CLAYCOUOT DISTRICT, PLAN WPT918  
 CMC ADDRESS: 221 MINATO ROAD, UCLUELET, BRITISH COLUMBIA, V1R  
 PID: 024-487-764  
 ZONING: CD-6  
 OCCUPANCY: N/A VACANT  
 EXISTING: C. RESIDENTIAL AND PERSONAL SERVICES  
 PROPOSED: E. MERCANTILE  
 SITE AREA: 10.06 HECTARES

**221 MINATO ROAD, UCLUELET - PROJECT DATA**

South Side	Buildings	Count	Area (m²)	Count	Area (m²)	Count	Area (m²)	Count	Area (m²)	Count	Area (m²)	
Lot 1 Part 1 Attainable	7	0	2,279 m²	29	6	35	29	6	7	42		
Lot 1 Part 2 Attainable	11	0	4,624 m²	56	46	10	56	42	10	11	43	
Lot 2 Part 1 Attainable	10	12	3,811 m²	39	39	16	57	45	16	15	47	
Lot 2 Part 2 Attainable	10	26	3,852 m²	68	68	14	87	43	16	15	47	
Lot 4 Commercial	1	1	1,200 m²	61	61	30	27	27	2	2	2	
Lot 5 Waterfront Homes	35	32	13,847 m²	217	38	250	189	38	31	243		
Lot 5 Market Rentals	11	14	3,850 m²	75	44	9	53	44	6	44	80	
Sub-Totals	10	14	3,308 m²	13,100 m²	64.5	58	12	70	57	12	10	79
Totals	21	14	7,248 m²	27,800 m²	102	21	123	101	18	10	129	
Sub-Totals	56	46	38,116 m²	251	314	39	373	290	56	44	392	



221 MINATO ROAD, UCLUELET - PROJECT DATA

South Side

Buildings

Count

Area (m²)

Count

Area (m²)

Count

Area (m²)

Count

Area (m²)

Count

Area (m²)

Count

Area (m²)

Count

Area (m²)

LEGAL ADDRESS: DISTRICT LOT 286 & 471 & 472 & 473, CLAYCOUOT DISTRICT, PLAN WPT918

CMC ADDRESS: 221 MINATO ROAD, UCLUELET, BRITISH COLUMBIA, V1R

PID: 024-487-764

ZONING: CD-6

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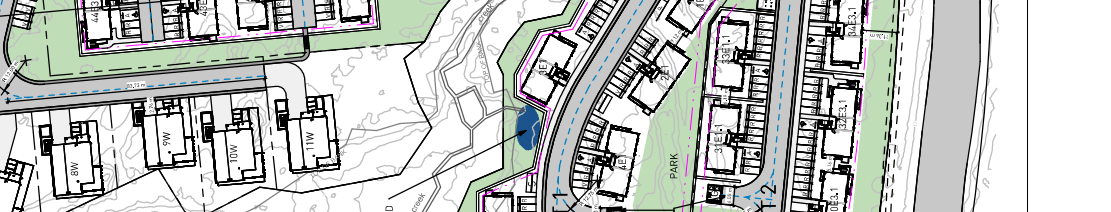
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**221 MINATO ROAD, UCLUELET - PROJECT DATA**

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Lot 2 Part 2 Attainable	10	26	3,852 m²	68	68	14	87	43	16	15	47	
Lot 4 Commercial	1	1	1,200 m²	61	61	30	27	27	2	2	2	
Lot 5 Waterfront Homes	35	32	13,847 m²	217	38	250	189	38	31	243		
Lot 5 Market Rentals	11	14	3,850 m²	75	44	9	53	44	6	44	80	
Sub-Totals	10	14	3,308 m²	13,100 m²	64.5	58	12	70	57	12	10	79
Totals	21	14	7,248 m²	27,800 m²	102	21	123	101	18	10	129	
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PID: 024-487-764

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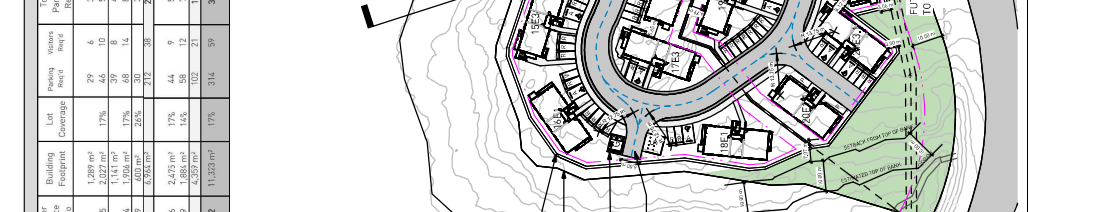
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**221 MINATO ROAD, UCLUELET - PROJECT DATA**

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PROPOSED: E. MERCANTILE

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**221 MINATO ROAD, UCLUELET - PROJECT DATA**

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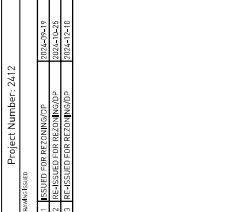
DATE: 2024-12-10



**Formosis Architecture**  
 21001 Columbus Street  
 Worcester, MA 01605  
 formosis.ca

Project Number: 2412

DATE	DESCRIPTION
2024-12-10	SCALE FOR PERMANENT
2024-12-10	REVISIONS FOR PERMANENT
2024-12-10	REVISIONS FOR PERMANENT



MINATO  
 221 MINATO ROAD

SATELLITE PLAN OVERLAY

DATE: 2024-12-10  
 SCALE: 1:750

A202



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DATE: 2024-12-10

SCALE: 1:750

PROJECT NO. A203

PROJECT NAME: STAGING PLAN

CLIENT: UCLULET

DATE: 2024-12-10

SCALE: 1:750

PROJECT NO. A203



**Formosis**  
Architecture  
21001 Columbus Street  
Vancouver, BC, V6S 2R5  
formosis.ca

Project Number: 2412
DATE: 2024-12-10
SCALE: 1:750
PROJECT NO. A203

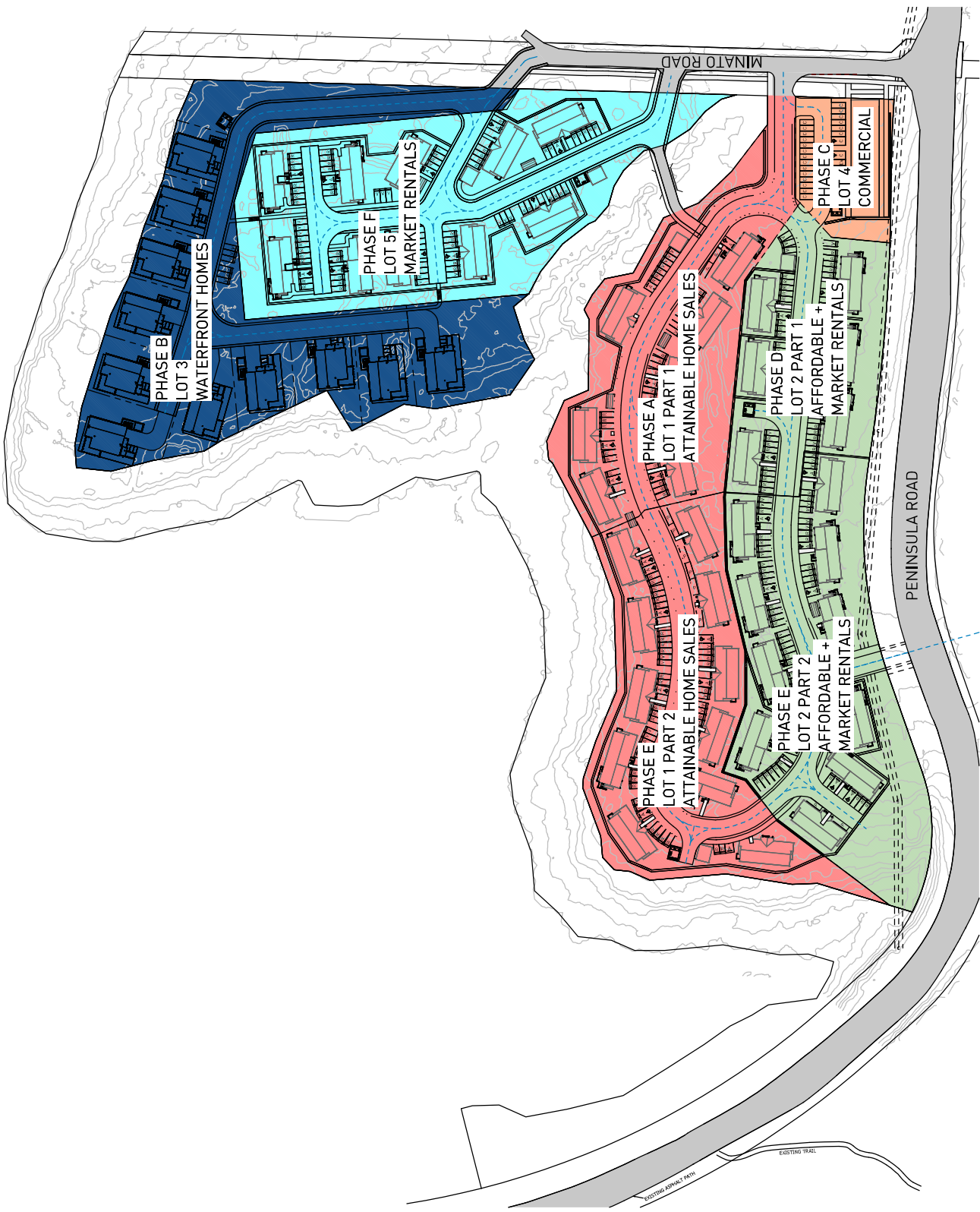


MINATO  
221 MINATO ROAD  
VANCOUVER, BC V6S 2R5

STAGING PLAN

LOT NO.	SP
UCLULET	
DATE	1:750
2024-12-10	

A203



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DATE: 2024-12-10

SCALE: 1" = 20'-0"

PROJECT NO. 2412

PROJECT NAME: 221 MINATO ROAD

CLIENT: UCULELET

DATE: 2024-12-10

SCALE: 1" = 20'-0"

PROJECT NO. 2412

PROJECT NAME: 221 MINATO ROAD

CLIENT: UCULELET

DATE: 2024-12-10

SCALE: 1" = 20'-0"

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PROJECT NO. 2412

PROJECT NAME: 221 MINATO ROAD

CLIENT: UCULELET

DATE: 2024-12-10

SCALE: 1" = 20'-0"

PROJECT NO. 2412

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PROJECT NO. 2412

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PROJECT NO. 2412

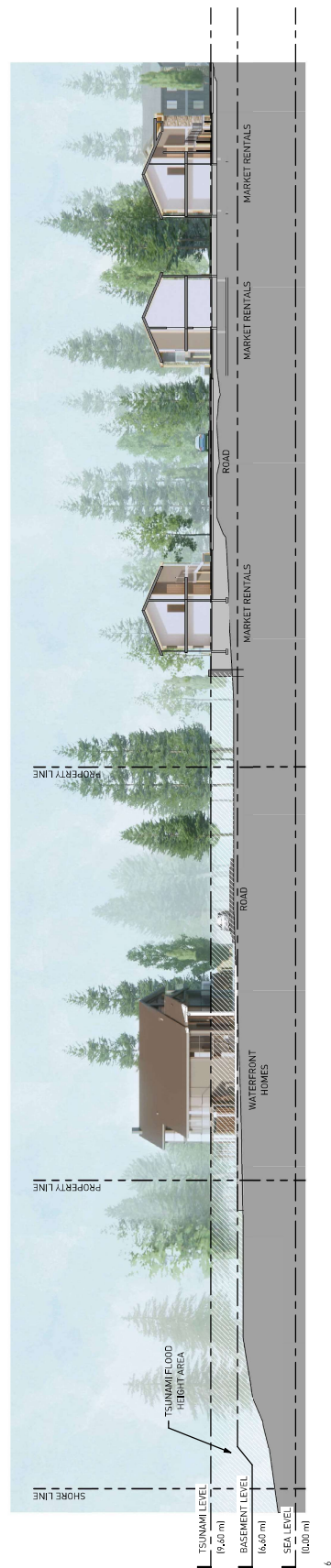
PROJECT NAME: 221 MINATO ROAD

CLIENT: UCULELET

DATE: 2024-12-10

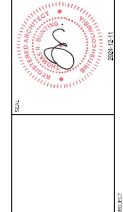
SCALE: 1" = 20'-0"

PROJECT NO. 2412



**Formosis**  
Architecture

210411 Columbus Street  
Vancouver, BC, V6A 2R5  
Canada  
formosis.ca



Project Number: 2412

221 MINATO ROAD

UCULELET

2024-12-10

1" = 20'-0"

A450



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CONTRACT



02/24/2024



# Formosis Architecture

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 Worcester, MA 01605  
 formosis.ca

Project Number: 2412

DATE	DESCRIPTION
02/24/24	SCALE FOR RETAINMENT
02/24/24	REVISIONS FOR REGIONAL
02/24/24	REVISIONS FOR REGIONAL

DATE: \_\_\_\_\_

PROJECT: MINATO  
 221 MINATO ROAD

SCALE: 1/8" = 1'-0"

GENERAL VIEW OF SITE LOOKING TOWARDS UCCULET

DATE	SCALE
2024-12-10	1/8" = 1'-0"

A801



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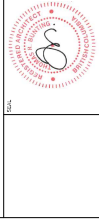
DATE: 12/10/2024

SCALE: 1/8" = 1'-0"



**Formosis**  
Architecture  
28041 Columbus Street  
Vancouver, BC, V6S 1R5  
formosis.ca

Project Number: 2412	
DATE: 12/10/2024	SCALE: 1/8" = 1'-0"
BY: ARCHITECT	BY: ARCHITECT
BY: ENGINEER	BY: ENGINEER



MINATO  
221 MINATO ROAD

AGRIAL VIEW OF COMMON ARENTY  
PARK

PROJECT NO.	2024-12-10
DATE	2024-12-10
SCALE	1/8" = 1'-0"
BY	ARCHITECT
BY	ENGINEER

A802

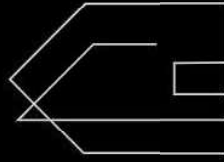
# 221 Minato Road, Ucluelet, British Columbia



221 Minato Road  
Ucluelet, British Columbia

Development Permit Application

December 13, 2024  
Amended Version Submission



## 11 Waterfront Homes

### 240 Apartments:

- 75 Attainable Homeownership
- 53 Affordable Rentals (CMHC)
- 83 Market & 29 Vacation Rentals





## The Site: 221 Minato Road Ucluelet

ADDRESS: 221 Minato Road, Ucluelet, British Columbia, V0R 3A0

PID: 026-487-764

TITLE: Lot B, District Lot 286 & 471 & 472 & 473, Clayoquot District, Plan VIP79908

TOTAL SITE SIZE: 24.86 acres (10.06 hectares)

The parcel of land is located within mostly undeveloped lands northwest of the Village of Ucluelet. The property is irregularly shaped with a total area of 24.86 acres. The subject property is bounded to the north and west within a sheltered bay of the Ucluelet Inlet, to the south by Peninsula Road and to the east by Minato Road.

The western portion of the parcel is a narrow-forested strip that follows a curve along Peninsula Road around the bay for approximately 175m.

The property supports the lower reaches of two watercourses that flow into Ucluelet Inlet. The property is gently sloping towards the ocean with the higher land being along Peninsula Road.

A section of intact forest consists of coastal western hemlock forest with some Western cedar trees. The northern edge of the property primarily consists of salt marsh habitat influenced by upland drainage and tidal mudflat.

The salt marsh is protected by a 30 metre setback around the property's boundary which is municipality land.

We secured this parcel of land in mid 2024 with many of the required development approvals already in place and land clearing and earth works commenced by prior owners.



MINATO ROAD  
PROPERTIES

221 MINATO ROAD, UCLUELET | 2024-12-13

FORMOSIS  
CONSTRUCTURE

## LETTER OF INTENT

We are excited to submit this letter of intent for the rezoning application at 221 Minato Road, Ucluelet.

Our project envisions a beautifully integrated community offering a mix of attainable housing, including affordable rentals, market rentals, below-market homeownership, and market sales together with a small retail and business precinct.

This development is thoughtfully designed to support a vibrant and sustainable community for generations to come.

A key focus of our project is the preservation and restoration of green space, ensuring that the site's natural beauty and ecological value are enhanced and maintained. We are committed to creating a development that not only addresses Ucluelet's housing supply shortfall but also harmonizes with the community's character and natural surroundings.

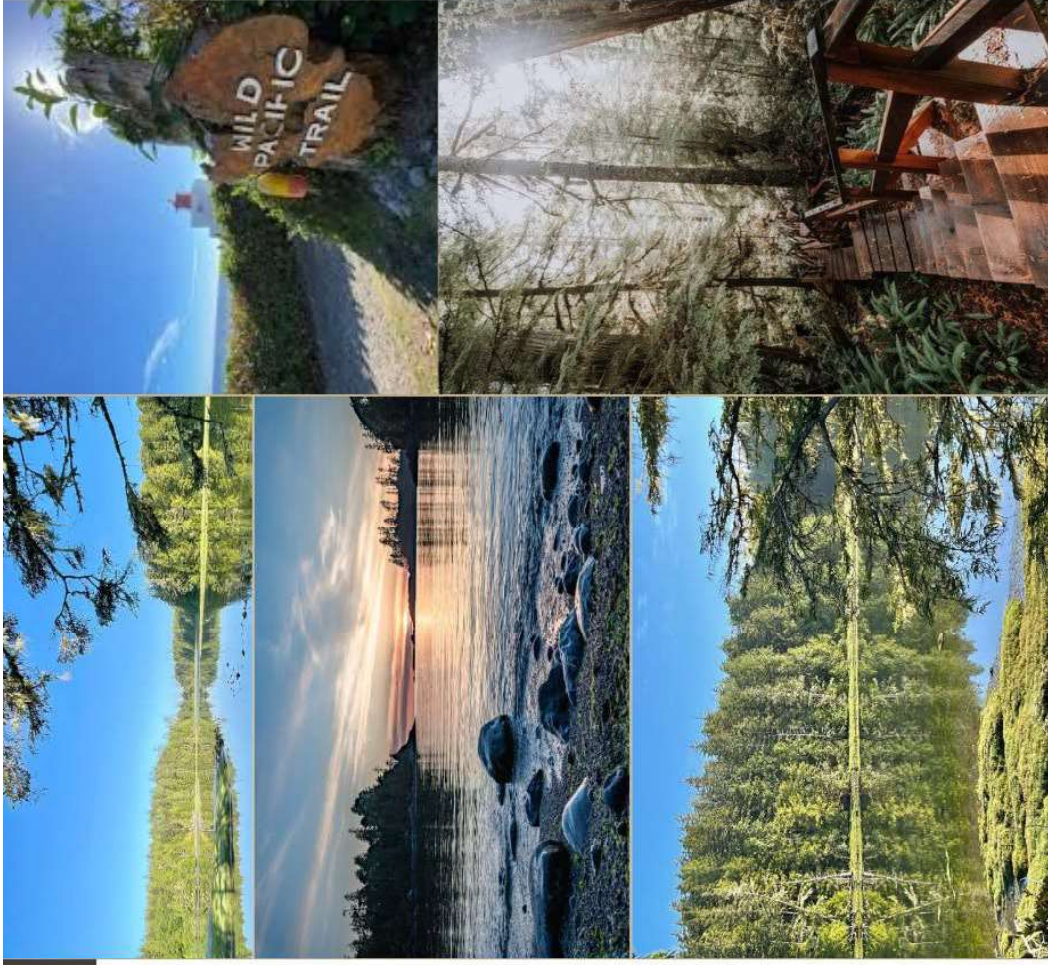
By employing innovative solutions and fostering strategic partnerships, we aim to create a lasting asset that benefits both current and future residents of Ucluelet.

We look forward to continuing our collaboration with the District of Ucluelet and its residents to bring this vision to life and contribute positively to the community's growth and sustainability.



221 MINATO ROAD, UCLUELET | 2024-12-13

FORMOSIS  
REALTY INC.



## STATEMENT OF INTENT

### **Purpose of the Application:**

The purpose of this application is to obtain a Development Permit for the proposed 221 Minato Road project. This development aims to address critical housing needs within the Ucluelet community by providing a diverse range of housing options, including attainable homeownership, affordable rentals, market rentals, and waterfront homes. Additionally, the project will include a commercial precinct to enhance community access to essential services and foster economic growth.

### **Compliance with Development Permit:**

The proposal complies with the Development Permit checklist. The proposal incorporates sustainable design principles, ensuring compatibility with the surrounding environment, and prioritizing community needs. The development plan includes high-quality construction, environmentally responsible practices, and thoughtful integration of residential and commercial spaces to create a vibrant, interconnected community. The design respects the natural landscape, preserving green spaces, and aligns with the community's long-term vision for growth and sustainability.

### **Divergence from Development Permit Guidelines and Justification:**

The proposal and supporting documentation includes divergences of adjustments to zoning to permit a commercial interface with Peninsula Road adjusts setbacks, building heights and densities to accommodate a greater number of attainable and affordable housing units. We believe these adjustments should be supported as they serve the community goal of increasing housing accessibility and addressing the acute housing shortage in Ucluelet. The proposed variances have been carefully considered to balance community concerns with the need for sustainable growth.

### **Existing and Proposed Use of the Land, Buildings, and Structures:**

The existing use of the land at 221 Minato Road is currently undeveloped and under-utilized, with a mix of natural landscapes and some previous cleared disturbances. The proposed development will transform the site into a mixed-use community featuring multi-family homes, waterfront homes and a commercial precinct. The land use will shift from vacant to a vibrant residential and commercial hub, promoting community integration and economic activity.

### **Existing and Proposed Works and Services:**

The existing works on the site are limited, with minimal infrastructure currently in place. The proposed phased development includes significant upgrades to utilities and services, including road improvements, water and sewer systems, stormwater management, and sustainable energy solutions including solar panels and EV charging stations. These enhancements will not only support the new development but also provide long-term benefits to the surrounding area by improving overall infrastructure quality and resilience. Interim sewage services have been provisioned to bridge the upgrade should it be needed.

### **Community Consultations:**

Minato Road Properties has actively engaged with the Ucluelet community and key stakeholders throughout the planning process. Consultations have included meetings with local residents, business owners, the Chamber of Commerce, the Mayor, Fire Chief, Councillors, district staff and a community open house, to gather feedback and ensure the project aligns with community expectations and needs. Moving forward, we will continue to involve the community through consultation processes, feedback sessions, and ongoing communication to refine the development plan and address any concerns. This collaborative approach underscores our commitment to creating a project that truly reflects the aspirations and values of the Ucluelet community.

This statement of intent outlines the key elements of the 221 Minato Road development proposal and demonstrates our commitment to compliance with the Development Permit guidelines while addressing the critical housing and service needs of Ucluelet. We respectfully request consideration and support for this application to bring this transformative project to life.

# PROJECT DATA

## ATTAINABLE HOME SALES

Lot 1 Stage 2: Eagle 1/3		Lot 1 Stage 1: Eagle 1/3	
Strata Attainable Sales			
46 Apartments - Sales			
UNITS	No.	UNITS	No.
Multiplexes	11	Multiplexes	7
1 Bedroom	4	1 Bedroom	2
2 Bedroom	20	2 Bedroom	13
3 Bedroom	22	3 Bedroom	14
Adaptable Studios	22	Adaptable Studios	14
Parking	78	Parking	63

## AFFORDABLE RENTALS: 30%

Lot 2 Stage 1: Eagles 1./1/3.1		Lot 2 Stage 2: Eagle 1./1/3.1	
30% Affordable Rental			
39 Apartments - Rent			
UNITS	No.	UNITS	No.
Multiplexes	6	Multiplexes	10
1 Bedroom	18	1 Bedroom	32
2 Bedroom	21	2 Bedroom	24
3 Bedroom	0	3 Bedroom	0
Adaptable Studios	0	Adaptable Studios	0
Parking	39	Parking	59

PROJECT INFORMATION	
<b>LEGAL ADDRESS</b>	LOT B, DISTRICT LOT 286 & 471 & 472 & 473, CLAYOQUET DISTRICT, PLAN VIP79908
<b>CIVIC ADDRESS</b>	221 MINATO ROAD, UCLUELET, BRITISH COLUMBIA, V0R 0Z6-487-764
<b>PID</b>	026-487-764
<b>ZONING</b>	CD-6
<b>OCCUPANCY EXISTING:</b>	N/A VACANT
<b>OCCUPANCY PROPOSED:</b>	C MULTI-UNIT RESIDENTIAL D BUSINESS AND PERSONAL SERVICES E MERCANTILE
<b>SITE AREA</b>	10.06 HECTARES

LEGEND	
	RESIDENTIAL PARKING
	VISITOR PARKING
	ACCESSIBLE PARKING
	EV CHARGER PARKING
	COMMERCIAL PARKING
	GARBAGE ENCLOSURE
	SURF SHED
	LARGE SURF SHED

UNIT TYPE LEGEND	
[E1.0]	EAGLE 1 2x (2 BEDS) / 2x (3 BEDS)
[E1.1]	EAGLE 1.1 2x (STUDIOS) / 4x (2 BEDS)
[E3.0]	EAGLE 3 2x (1 BEDS) / 1x (2 BEDS) / 2x (3 BEDS)
[E.3.1]	EAGLE 3.1 2x (STUDIOS) / 2x (1 BEDS) / 3x (2 BEDS)

SETBACKS AND HEIGHTS							
Development Area	Principal Use		Minimum Setbacks			Building Heights	
	Multiple Family	Single Family	Front	Rear	Side	Principal	Accessory
Lot 1	Multiple Family	Single Family	10.0 m	3.3 m	0.7 m	8.0 m	5.5 m
Lot 2	Multiple Family	Single Family	10.0 m	1.5 m	0.6 m	8.0 m	5.5 m
Lot 3	Multiple Family	Commercial	2.5 m	0.9 m	3.8 m	11.5 m	5.5 m
Lot 4	Multiple Family	Commercial	4.5 m	23.0 m	9.5 m	11.0 m	5.5 m
Lot 5	Multiple Family	Rental Multiple Family	3.9 m	4.0 m	7.5 m	8.0 m	5.5 m

221 MINATO ROAD, UCLUELET - PROJECT DATA																			
South Site	Buildings	Total Suites	Total Gross Floor Area (m <sup>2</sup> )	Lot Area	Density (Units/Ha)	Floor Space Ratio	Building Footprint	Lot Coverage	Typical Building Height	Parking Req <sup>1</sup>	Visitors Req <sup>2</sup>	Total Parking Req <sup>3</sup>	Total Parking Provided						
														7	0	2	13	14	29
Let 1 Part 1 Atainable	11	46	4,056 m <sup>2</sup>	19,000 m <sup>2</sup>	39.5 units/ha	0.35	2,027 m <sup>2</sup>	17%	8 m	46	10	56	76						
Let 1 Part 2 Atainable	6	21	2,282 m <sup>2</sup>	17,800 m <sup>2</sup>	60.1 units/ha	0.34	1,906 m <sup>2</sup>	17%	8 m	39	8	47	48						
Let 2 Part 1 Housing	10	20	3,812 m <sup>2</sup>	2,306 m <sup>2</sup>	60.1 units/ha	0.49	650 m <sup>2</sup>	26%	11 m	30	13	43	70						
Let 2 Part 2 Housing	1	32	1,178 m <sup>2</sup>	39,100 m <sup>2</sup>	39.1 units/ha	0.49	654 m <sup>2</sup>	26%	11 m	212	38	250	266						
Let 4 Commercial	35	28	66	36	36	182	13,847 m <sup>2</sup>												
Sub-Totals	11	14	8	30	4	11	3,025 m <sup>2</sup>	11%	11.5 m	44	9	53	50						
Let 3 Waterfront Homes	10	14	8	30	4	11	3,759 m <sup>2</sup>	14%	0 m	88	12	100	84						
Let 5 Market Rentals	21	14	8	30	6	11	6,792 m <sup>2</sup>	14%	0 m	102	21	123	84						
Sub-Totals	56	46	36	116	42	11	26,440 m <sup>2</sup>	16%		314	39	373	400						
Totals																			



221 MINATO ROAD, UCLUELET | 2024-12-13



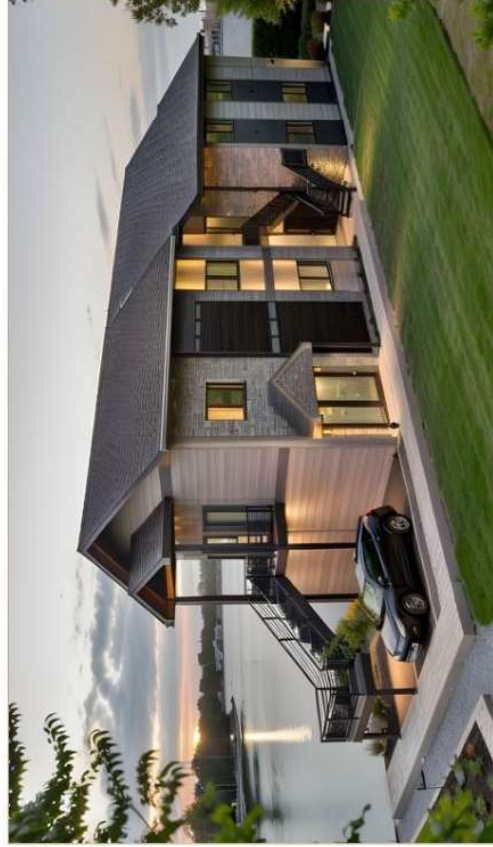
# ATTAINABLE HOUSING

## Minato Road Properties: Building Ucluelet's Future

Minato Road Properties is developing a master-planned community that offers a wide range of housing options, carefully designed to meet the evolving needs of Ucluelet's residents. From affordable rentals to market-rate homes, this development supports a housing continuum that allows individuals and families to grow within the community as their needs and circumstances change.

### Our Commitment to Ucluelet's Housing Needs:

We are dedicated to addressing Ucluelet's critical housing shortage by prioritizing the construction of attainable apartments in the initial phases of development. Through our not-for-profit housing association, we will offer a below-market homeownership program alongside affordable rentals, supported by funding from BC Housing and CMHC programs. Additionally, market-rate rental apartments will be available, ensuring a diverse mix of housing options. This commitment extends to creating residences that foster deep roots within the community.



### Key Features:

#### Comprehensive Housing Continuum:

- Offering a spectrum of housing options, from attainable homeownership and rentals to market-rate homes, ensuring that residents can find the right home at every stage of life.

#### Commitment to Affordability:

- The focus is on providing attainable housing alongside market-rate options to meet the urgent needs of Ucluelet residents, while preserving the area's natural beauty. This initiative, led by the ERIF Not-for-Profit Housing Association, is our way of supporting the community, particularly in light of the cancellation of BC Housing's affordable homeownership program. By balancing affordable and market rental apartments, we aim to alleviate Ucluelet's housing challenges, create opportunities for business expansion, and foster community growth.

#### Family-Oriented Waterfront Residences:

- The development includes ten waterfront homes designed for family living, fostering stability and deepening community connections through multigenerational living options. These homes feature the potential for rental suites, providing additional revenue for homeowners and expanding housing options.

#### Support for Local Businesses:

- By offering high-quality accommodation options for staff, this project will support local businesses and contribute to Ucluelet's economic growth, helping businesses attract and retain the talent they need.

Through thoughtful planning and strategic partnerships, the project is committed to creating a vibrant, inclusive, and sustainable community where both residents and businesses can thrive.







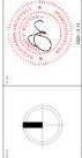
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 202011 Chuanhua Street  
 #04-00A, #04-00B, #04-00C  
 Singapore 489604

Project Number: 20172

1. 20172 (01) ARCHITECTURE (01) - 2024.02.10  
 2. 20172 (01) ARCHITECTURE (01) - 2024.02.10  
 3. 20172 (01) ARCHITECTURE (01) - 2024.02.10  
 4. 20172 (01) ARCHITECTURE (01) - 2024.02.10



MINATO  
 221 MINATO ROAD

COVER SHEET

DATE: 2024.02.10  
 SCALE: 1/100

A001



## Masterplan Phases

### Lot 1: Phase A & E: Attainable Homeownership

- 18 multiplex buildings.
- 75 quality, spacious 1, 2 & 3-bedroom apartments.
- Thirty-six 3-bedroom apartments each with a mortgage helper flexible suite to offset costs.

### Lot 3: Phase B: Minato Bay Residences

- 11 Waterfront Residential Homes
- Provision for Vacation Rentals (Home and/or Suite)

### Lot 4: Phase C: Commercial & Retail Precinct

- Proposed: Cafe, Store, Offices

### Lot 2: Phase D & E: Affordable & Attainable Rentals

- 16 multiplex buildings.
- 107 quality, spacious 1 & 2-bedroom apartments.

**NOTE:** Phase D & E may be accelerated when government funding becomes available and there is sufficient demand for rentals and sales.

### Lot 5: Phase F: Market & Vacation Rentals

- 10 multiplex buildings
- 58 quality, spacious 1, 2, and 3-bedroom apartments



# PHASING OF THE DEVELOPMENT



221 MINATO ROAD, UCLUELET | 2024-12-13

FORMOSIS CONSULTANTS

## PHASE A - LOT 1: PART 1 - Attainable Home Sales - Below Market Homeownership

**NO OF BUILDINGS:** 7 Multiplex Buildings  
**NO OF KEYS:** 29 Keys  
**CONFIGURATION:** 2 x 1-bedroom | 13 x 2-bedroom | 14 x 3-bedroom \*  
 \* 3-bedroom apartments include a mortgage helper suite for long term rent to offset mortgage costs to attainable level but are not counted separately.  
**CONSTRUCTION METHOD:** IGV-Nexus Six (6) Eagle 1 & One (1) Eagle 3  
**TITLE:** Phased Building Strata  
**CONDITIONS:**

- Each Eagle constructed as a 'Strata Phase' so each building can be completed then surveyed and occupied to provide accommodation promptly
- Phase A construction concurrent with Phase B

**NOTE:** Services, civils, stormwater, landscaping / planting will be phased to align with Phases

## PHASE B - LOT 3: Waterfront Homes

**NO OF BUILDINGS:** 11 x Waterfront Family Homes  
**NO OF KEYS:** 11 - Designed with option for intergenerational living with self-contained suite available for long-term and/or short-term rentals  
**CONFIGURATION:** 11 suites | 11 x 3-6 bedroom  
**CONSTRUCTION METHOD:** Standard construction  
**TITLE:** Fee Simple Subdivision (Home Association) or Bare Land Strata as accessed by common lot being private road entry  
**CONDITION:** Phase B construction concurrent with Phase A  
**NOTE:** Services, civils, stormwater, landscaping/planting will be phased to align with Phases

## PHASE C - LOT 4: Commercial Precinct

**NO OF BUILDINGS:** 1 Commercial  
**CONFIGURATION:**

- 600m<sup>2</sup> Ground Floor - Retail - Cafe, Store, Etc.
- 600m<sup>2</sup> Upper Floor - Offices

**CONSTRUCTION METHOD:** Standard construction  
**TITLE: Building Strata, Commercial**  
**NOTE:** Services, civils, stormwater, landscaping/planting will be phased to align with Phases

# PHASING OF THE DEVELOPMENT



Phases D and E may be accelerated when government funding becomes available and there is sufficient demand for rentals and sales.

## PHASE D - LOT 2: PART 1: Affordable Rentals - 30% of Keys Affordable Rentals

**NO OF BUILDINGS:** 6 Multiplex Buildings  
**NO OF KEYS:** 39 Keys  
**CONFIGURATION:** 12 x suites 16 x 1-bedroom | 21 x 2-bedroom  
**CONSTRUCTION METHOD:** IGV-Nexus Three (3) Eagle 1 & Three (3) Eagle 3  
**TITLE:** Fee Simple Subdivision - Held on one title for affordable and attainable rentals  
**TIMING:** Subject to government funding and approval timing  
**CONDITION:** Each Eagle constructed as a 'Strata Phase' so each building can be completed then surveyed and occupied  
**NOTE:** Services, civils, stormwater, landscaping/planting will be phased to align with Phases

## PHASE E - LOT 2: PART 2: Affordable Rentals - 30% of Keys Affordable Rentals

**NO OF BUILDINGS:** 10 Multiplex Buildings  
**NO OF KEYS:** 68 Keys  
**CONFIGURATION:** 20 Suites | 16 x 1-bedroom | 32 x 2-bedroom  
**CONSTRUCTION METHOD:** IGV-Nexus Two (2) Eagle 1 & Eight (8) Eagle 3  
**TITLE:** Fee Simple Subdivision - Held on one title for affordable and attainable rentals  
**TIMING:** Subject to government funding and commencing when grant funding received and Phase D (Lot 2: Part 1) have demand sufficiently met for funding to proceed  
**CONDITION:** Each Eagle constructed as a 'Strata Phase' so each building can be completed then surveyed and occupied  
**NOTE:** Services, civils, stormwater, landscaping/planting will be phased to align with Phases

## PHASE E - LOT 1: PART 2: Attainable Home Sales - Below Market Homeownership

**NO OF BUILDINGS:** 11 Multiplex Buildings  
**NO OF KEYS:** 46 Keys  
**CONFIGURATION:** 4 x 1-bedroom | 20 x 2-bedroom | 22 x 3-bedroom\*  
*\* 3-bedroom apartments include a mortgage helper suite for long term rent to offset mortgage costs to attainable level but are not counted separately*  
**CONSTRUCTION METHOD:** IGV-Nexus Nine (9) Eagle 1 & Two (2) Eagle 3  
**TITLE:** Phased Building Strata Title  
**CONDITION:**

- Each Eagle constructed as a 'Strata Phase' so each building can be completed then surveyed and occupied.
- Subject to and commencing after Attainable Homes in Phase A (Lot 1 Part 1) have demand sufficiently met for funding to proceed

**NOTE:** Services, civils, stormwater, landscaping/planting will be phased to align with Phases

## PHASE F - LOT 5: Market Apartments: Market Rentals and Sales

**NO OF BUILDINGS:** 10 Multiplex Buildings  
**NO OF KEYS:** 58 Keys  
**CONFIGURATION:** 14 Suites | 8 x 1-bedroom | 30 x 2-bedroom | 16 x 3-bedroom  
**CONSTRUCTION METHOD:** IGV-Nexus Eight (8) Eagle 1 & Two (2) Eagle 3  
**TITLE:** Phased Building Strata Title  
**CONDITION:**

- Each Eagle constructed as a 'Strata Phase' so each building can be completed then surveyed and occupied
- 50% of Apartments for long-term and short-term vacation rental or sale

**NOTE:** Services, civils, stormwater, landscaping/planting will be phased to align with Phases



MINATO ROAD PROPERTIES | 221 MINATO ROAD, UCLUELET | 2024-12-13



FORMOSIS CONSTRUCTION

# PROPOSED SUBDIVISION

## Subdivision Lots

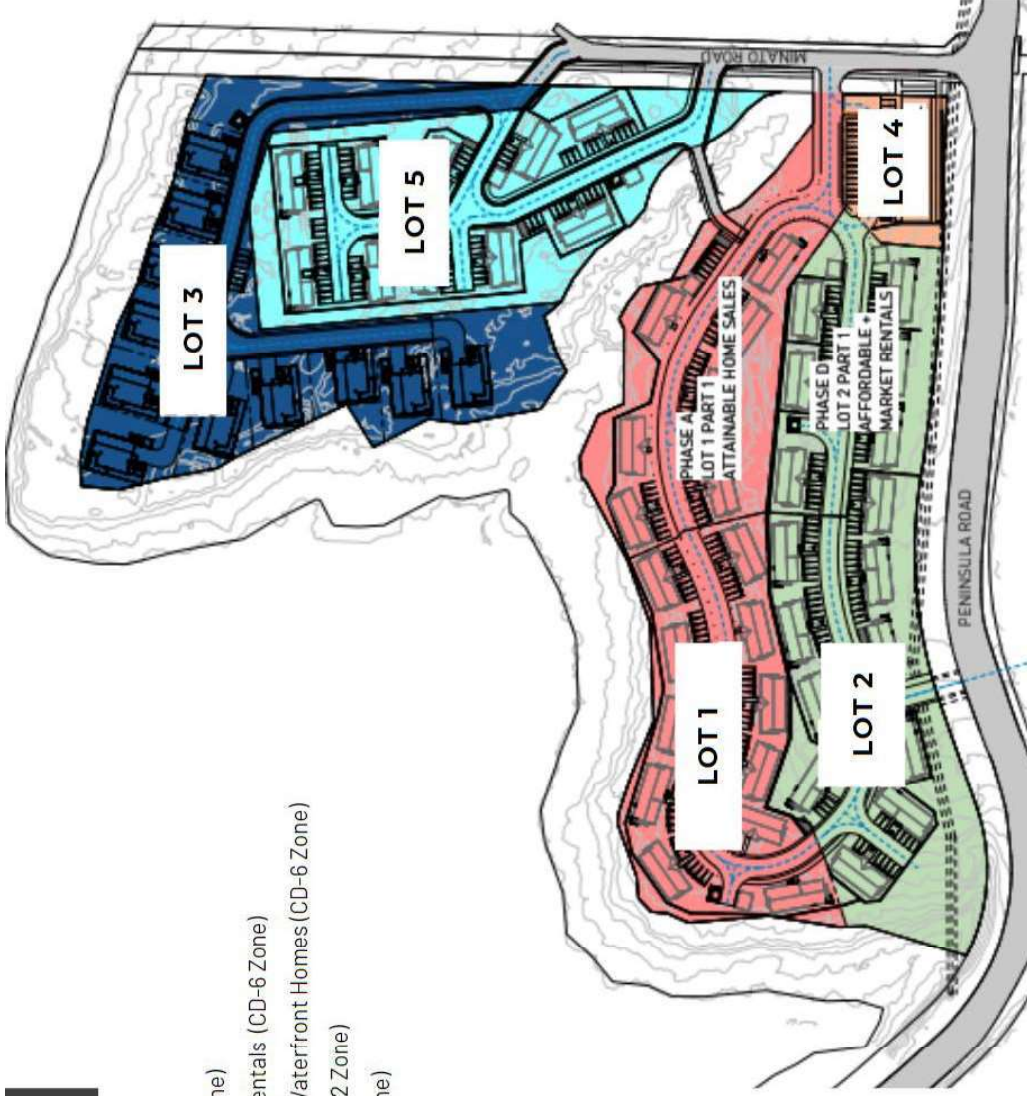
- LOT 1: Phased Building Strata for Below-Market Sales (CD-6 Zone)
- LOT 2: Fee Simple Title for Affordable Rentals 30% & Market Rentals (CD-6 Zone)
- LOT 3: Fee Simple Title Accessed by Common Lot for Eleven Waterfront Homes (CD-6 Zone)
- LOT 4: Building Strata for Small Business & Retail Precinct (CS2 Zone)
- LOT 5: Phased Building Strata for Market Apartments (CD-6 Zone)

## Incorporating Updates to:

- Official Community Plan
- By Law Update Zoning CD-6
- Rezone Lot 4 as CS2
- Site Covenant Restrictions

## With Agreement for:

- Licence of Occupation for Bridge
- Subdivision Approval
- Phased Development Agreement
- Strata Title for Lots 1, 4 and 5



221 MINATO ROAD, UCLUELET | 2024-12-13

FORMOSIS  
ARCHITECTURE

# SUBDIVISION PLAN

PROPOSED REZONING & SUBDIVISION  
221 MINATO ROAD, UCLUELET  
ERIF

**SITE PLAN OF POTENTIAL SUBDIVISION**

**SITE STATISTICS**

AREA: 1.178  
 PERMITS: 22-179  
 DATE: 2024-04-04  
 DRAWN BY: [Signature]

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MINATO ROAD PROSPECTIVE | 221 MINATO ROAD, UCLUELET | 2024-12-13



FORMOSIS CONSULTANTS INC.

# HOUSING TYPE: MARKET RENTALS, AFFORDABLE RENTALS & BELOW-MARKET HOMEOWNERSHIP SALES



Through this project, ERIF Not-for-Profit Housing Association is committed to making homeownership and home rentals more accessible in Ucluelet, providing stability, and fostering community growth.



## Lot 1: Phase A & E: Below-Market Homeownership Program

**This initiative is our way of supporting the Ucluelet community, particularly in the wake of the cancellation of BC Housing's affordable home ownership program.**

Apartments in Lot 1: Phase A & E will be part of ERIF's Housing Associations Below-Market Homeownership Program offering eligible applicants:

- **75 beautiful spacious, quality homes at a below-market price.**
- An option for vendor take-back loan of up to 5% as an equity contribution to help secure finance. Vendor take-back would be a loan repayable over time with interest.
- 1, 2, and 3-bedroom apartments.
- Each of the thirty-six 3-bedroom apartments offer a flexible suite which can be used as a long-term rental to support homeowners cost of living achieving attainable pricing.

## Lot 2: Phase D & E: Affordable Rentals & Attainable Rentals

**Focusing on a balanced mix of affordable and market rental apartments will alleviate Ucluelet's housing challenges, creating opportunities for business expansion and fostering community growth.**

Apartments in Lot 2: Stages D & E will provide 30% affordable rentals through CMHC and BC Housing's affordable rental program and the remaining apartments will be at attainable rent.

- **107 beautiful spacious, quality apartments.**
- 1 and 2-bedroom apartments.
- 15-minute walk into town.
- Surrounded by protected salt marsh and mature growth setback.



## HOUSING TYPE: ATTAINABLE RENTALS, AFFORDABLE RENTALS & BELOW-MARKET HOMEOWNERSHIP SALES

### Serenity Landing Multiplexes

Serenity Landing is being developed in four stages, each featuring beautifully designed two-story multiplexes that blend seamlessly with the natural surroundings with ample parking for residents.

These thoughtfully crafted residences offer a perfect balance of modern living and serene comfort, making them an ideal choice for those seeking a peaceful yet connected lifestyle.

Our commitment is to provide attainable homes, priced at below comparable market rates, offering exceptional value without compromising on quality. Both rental options or homeownership, our pricing is designed to make living in Uluulet more accessible.

Pricing will be below market with a range of 1-bedroom units, 2-bedroom homes and 3-bedroom homes with an additional mortgage helper suite to offset household costs. These options make home ownership attainable for different needs and budgets.



# HOUSING TYPE: MULTIPLEX MARKET RENTALS, AFFORDABLE RENTALS & BELOW-MARKET HOMEOWNERSHIP SALES



## Thoughtfully Designed Floor Plans

Serenity Landing offers a variety of floor plans to suit any lifestyle, featuring 1, 2, and 3 bedroom apartments.

The 3-Bedroom Apartments are designed for families or those desiring a spacious layout, provide expansive living areas and include:

- o **Flexible Studio Apartment**
  - **Mortgage Helper:** Ideal for long-term rental to help offset living costs.
  - **Multi-Generational Living:** A perfect space for teenagers or extended family members.



**1-Bedroom Floor Plan:** Approx. Size: 481 sq. ft.



**2-Bedroom Floor Plan:** Approx. Size: 813 sq. ft.

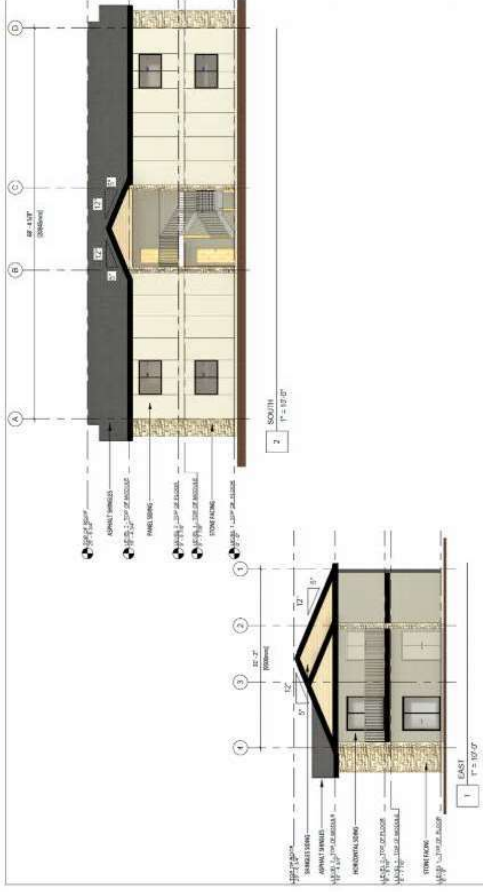
- Ensuite & Bathroom
- Accessibility Compliant (Ground Floor)



**3-Bedroom Floor Plan:** Approx. Size: 1,198 sq. ft.

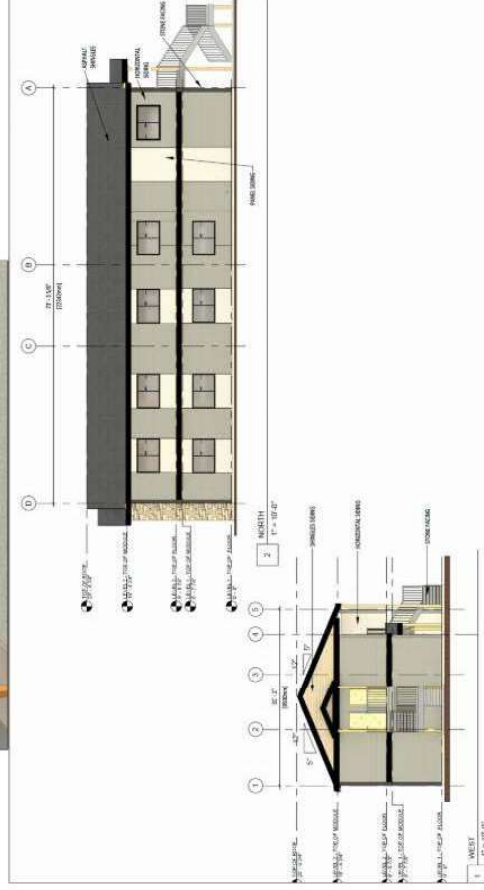
- 3-Bathrooms
- Self-contained Studio (Mortgage Helper)

# MULTIPLEX ELEVATIONS - EAGLE 1




**FORMOSIS**  
 ARCHITECTURE  
 MINATO ROAD 221 MINATO ROAD, UCLUELET | 2024-12-13

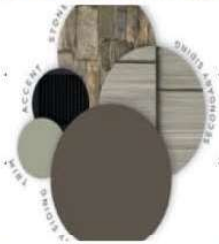
# MULTIPLEX ELEVATIONS - EAGLE 3



MOUNTAIN ROAD COMMUNITALS | 221 HINATC ROAD, LITTLELET | 2024-2-13

FORMOSIS

# MULTIPLEX EXTERNAL MATERIALS



	A: Bottom Siding	B: Top Siding	C: East Panel	D: Window Trim	E: Gable Trim	F: Columns	G: Balcony
<b>Design 1</b>	Horizontal Boards	Cement Sheets with Black Line	Stone	Timber	Timber Frame	Timber & Stone	Black Frame Glass
<b>Design 2</b>	Horizontal Boards	Cement Sheet: Board & Batten	Vertical Boards	Timber	Timber Frame	Timber & Stone	Black Frame Glass
<b>Design 3</b>	½ Cement Sheet: Black Shadow Line	½ Vertical Boards	Stone	Timber	Timber Frame	Timber & Stone	Black Frame Glass
<b>Design 4</b>	Cement Sheet: Board & Batten	Vertical Boards	Horizontal Boards	Painted Black	Board & Batten	Painted Black & Stone	Black Frame Glass
<b>Design 5</b>	Vertical Boards	Horizontal Boards	Stone	Painted Black	Board & Batten	Painted Black & Stone	Black Frame Glass
<b>Design 6</b>	Cement Sheet: Board & Batten	Cement Sheet: Board & Batten	Stone	Painted Black	Board & Batten	Painted Black & Stone	Black Frame Glass

# MULTIPLEX INTERNAL DESIGN



## Timeless Interior Design

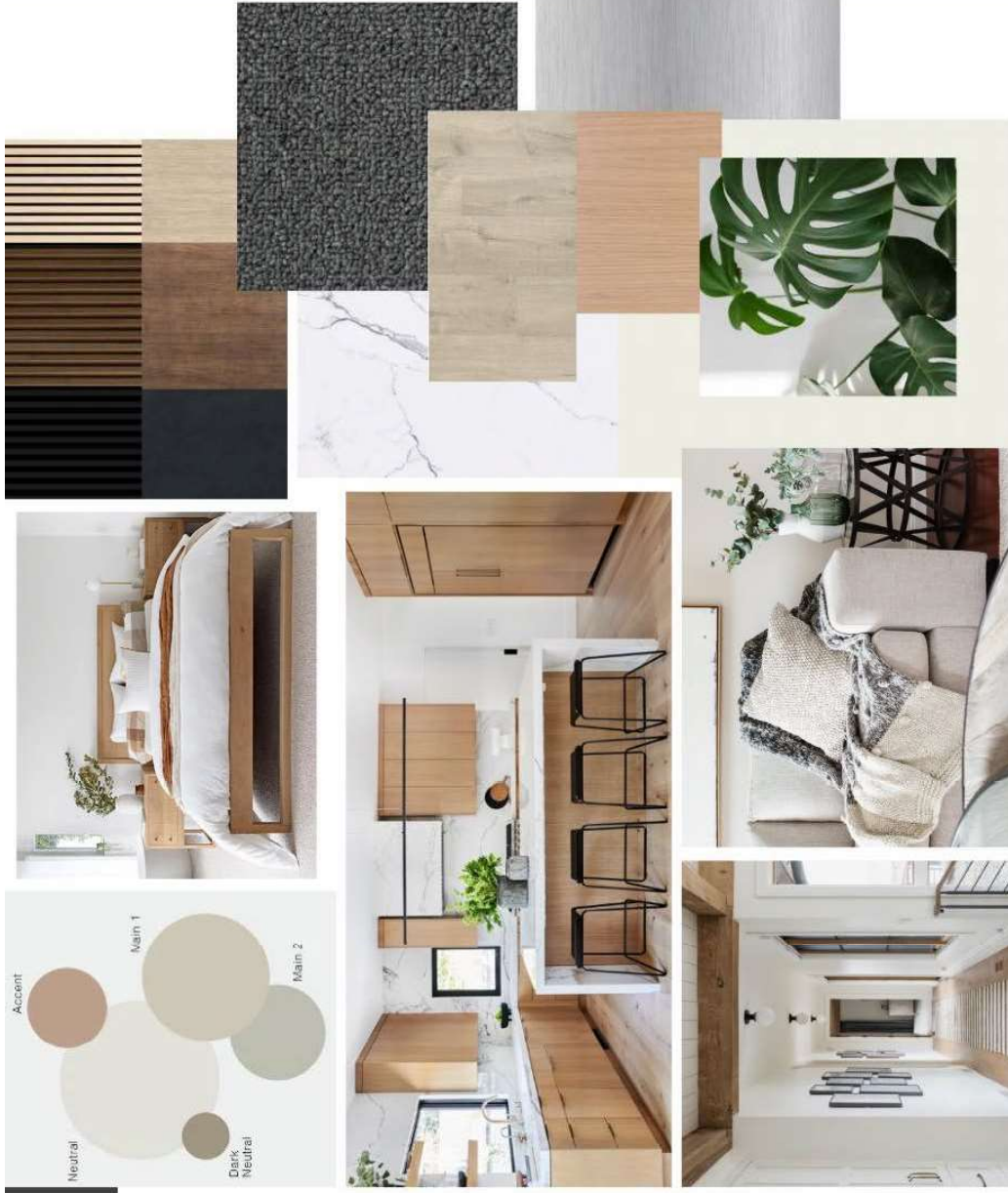
The interior design of Serenity Landing reflects a harmonious blend of beauty, functionality, and timeless elegance.

Each space is thoughtfully appointed with high-quality materials and finishes, creating an environment that is both inviting and enduring.

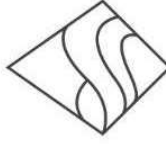
Neutral tones are carefully selected to complement the natural surroundings, providing a serene backdrop that enhances the overall aesthetic of the homes.

Every detail, from the premium flooring to the sleek fixtures, is chosen to ensure that the interiors are not only visually stunning but also practical and durable.

With a focus on quality and timeless appeal, the interiors of Serenity Landing are designed to offer a luxurious yet comfortable living experience that will stand the test of time.



## HOUSING TYPE: WATERFRONT HOMES



MINATO BAY  
RESIDENCES

### Minato Bay Residences: Waterfront Homes

Located at 221 Minato Road, Minato Bay Residences offers a stunning waterfront location nestled beside the picturesque Olsen Bay and Ucluelet Inlet.

Spanning 24.86 acres, this exclusive development is surrounded by marine shoreline on the north and west, providing unparalleled views and a tranquil setting.

Minato Bay Residences features a private entrance, winding through coastal forest, with towering Western hemlock and cedar trees adding to the natural beauty.

The homes are thoughtfully positioned to maximize privacy and connection with the surrounding environment, with gently sloping terrain leading down to the waterfront.

Just a short walk from the Village of Ucluelet, Minato Bay Residences combines the convenience of nearby amenities with the serenity of a secluded coastal retreat, making it a truly unique place to call home.







WATERFRONT HOMES: ELEVATIONS





# WATERFRONT HOMES: INTERIOR DESIGN

## INTERIOR

Design Inspiration



# SUSTAINABLE HOUSING



## IGV-Nexus: Revolutionizing Sustainable Housing Construction

IGV-Nexus redefines construction with its plug-and-play Smart Zone modules, integrating kitchens, bathrooms, HVAC, plumbing, electrical, and smart tech into one efficient system. This approach speeds up building, cuts costs, and reduces waste and environmental impact.

### The sustainable benefits of IGV-Nexus include:

- **Reduced Carbon Footprint:** By centralizing key home functions into a single module, we minimize on-site construction time and lower emissions.
- **Waste Reduction:** Precision manufacturing cuts material waste.
- **Energy Efficiency:** Built with solar panels, advanced insulation, triple glazed doors and windows, and energy-efficient systems, our homes offer reduced energy consumption, promoting long-term sustainability.
- **Local Manufacturing:** Proudly Canadian-made, supporting local economies and lowering transport emissions.

**IGV-Nexus sets a new standard in sustainable efficient homebuilding.**



## IGV Smart Homes

Delivering cutting-edge intelligent living spaces that redefine the modern home.

Our solutions empower users to fully embrace technology, making daily routines easier through seamless automation. Designed to be intuitive and user-friendly, our enhancements eliminate the hassle of learning new systems.

We prioritize privacy, ensuring everyone retains full control over their digital footprint.

## GREEN ENERGY MEASURES

The proposed green energy measures are designed to meet Step 3-4 of the BC Energy Step Code, ensuring energy efficiency and sustainability.

Key features include:

- **EV Charging Stations:** Installed in the parking areas of the multiplex and commercial precinct to support green transportation and future-proof the development for electric vehicle use.
- **Above Standard Glazed Windows:** Enhancing energy efficiency by improving thermal insulation and reducing heat loss, while also increasing noise reduction for residents.
- **Advanced Insulation:** Utilizing high-performance insulation materials to minimize energy consumption and maintain stable internal temperatures in all units.
- **Structural Insulated Panels (SIPs):** Incorporated into the building structure to increase energy efficiency by providing superior insulation and reducing air leakage.
- **Solar Panels:** Integrated into the design to harness renewable energy, reducing reliance on the grid and lowering the carbon footprint of the development. Subject to government grant funding, our plans for solar power throughout 221 Minato will make it the largest rooftop solar installation in British Columbia.
- **Battery Storage System:** Integrated with solar panels, the battery system stores excess energy for backup during power outages, ensuring continuous power supply and reducing grid reliance.
- **LED Internal and External Lighting:** Energy-efficient LED lighting will be used throughout all residential units and communal areas to further reduce energy consumption.
- **Energy-Efficient Appliances:** All units will feature high-efficiency appliances to promote lower energy usage.
- **High-efficiency HVAC Systems:** Advanced heating, ventilation, and air conditioning systems that use less energy and reduce emissions. Dehumidifiers installed to maintain optimal indoor humidity levels, enhancing air quality and comfort while preventing moisture buildup.
- **Heat Recovery Ventilation (HRV) Systems:** These systems improve indoor air quality while recovering heat from exhaust air, reducing the overall energy needed for heating.
- **Low-Flow Water Fixtures:** Installing low-flow faucets, showers, and toilets to reduce water consumption and lower the environmental footprint of each unit.
- **Smart Thermostats:** Integrating smart thermostat systems for individual units to allow residents to optimize heating and cooling, further increasing energy savings.
- **Native Landscaping:** Planting native species that require less water and maintenance, which also supports local biodiversity and ecosystem health.
- **Sustainable Building Materials:** Using eco-friendly, recycled, and locally sourced materials wherever possible.
- **Natural Lighting:** Maximizing natural light with large windows and thoughtful building orientation, reducing the need for artificial lighting and improving resident well-being.
- **Low/Non-Toxic Materials:** The development will utilize low or non-toxic materials, including eco-friendly paints and finishes, to improve indoor air quality and promote a healthier living environment.

These measures collectively contribute to a highly energy-efficient development that aligns with the long-term sustainability goals of both the project and the community.



MINATO ROAD  
PRECINCT

221 MINATO ROAD, UCLUELET 2024-12-13

FORMOSIS  
REALTY

## GREEN ENERGY MEASURES: SOLAR ENERGY

### **Serenity Landing is designed with sustainability and livability at its core.**

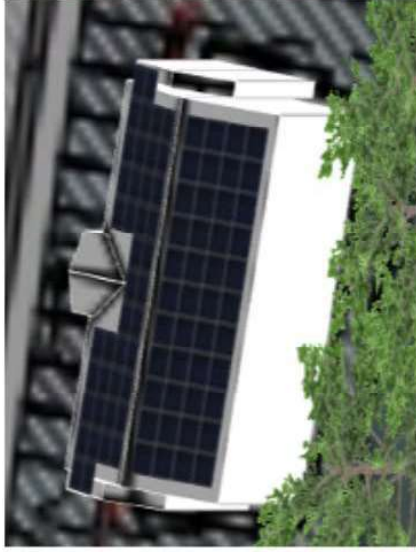
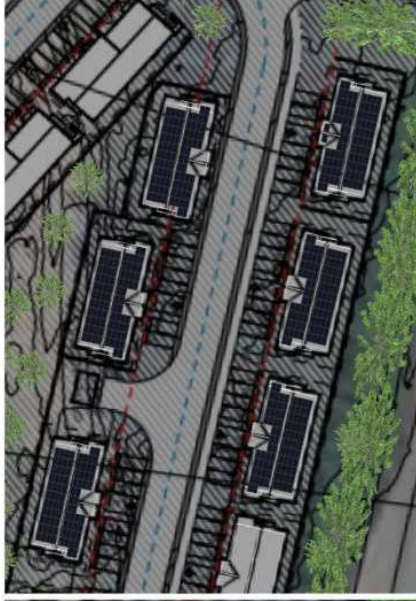
Powered by rooftop solar panels paired with smart batteries, subject to government funding, Serenity Landing will be a model for sustainable living in Ucluelet, BC, and beyond. Residents will benefit from significantly reduced power costs and a reliable energy backup during outages, all while lowering their environmental footprint.

Energy poverty is a critical issue, especially for low-income households who spend a large percentage of their income on power bills. Serenity Landing addresses this by providing affordable, resilient energy solutions, giving residents more disposable income and peace of mind.

**The project aims to become the largest rooftop solar initiative in BC's history**, with each roof carefully optimized for maximum solar generation using advanced software. Batteries not only store solar energy for later use but also provide backup power during outages and help residents save on electricity costs by using power during off-peak times.

Serenity Landing's battery systems can also participate in demand response programs like BC Hydro's Peak Rewards, offering additional financial benefits to residents.

**This combination of solar power and smart batteries ensures Serenity Landing is both environmentally responsible and economically empowering for all residents.**



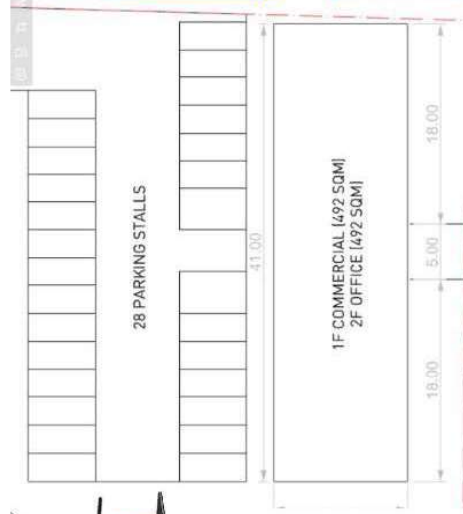
221 MINATO ROAD, UCLUELET | 2024-12-13

FORMOSIS  
PROPERTY PARTNERS

# COMMERCIAL: RETAIL & BUSINESS PRECINCT

## Proposed Commercial Precinct

- Situated on the corner of Peninsula Road and Minato Road
- Accessed via Minato Road
- Proposed Store or Cafe (492m<sup>2</sup>)
- Offices on upper floor (492m<sup>2</sup>)
- CS2 Zoning matched to surrounds
- 28 dedicated parking spaces with EV Charging



MINATO ROAD 221 MINATO ROAD, UGLUELET | 2024-12-13 FORMOSIS ARCHITECTURE

## RECOMMENDED TRAFFIC ENHANCEMENTS

- At Peninsula Road / Minato Road, an eastbound left turn lane (15m storage) is required in the 10-year long term scenario with Phase 1 of the development. The trigger point for the left turn lane is an 80% progress level of the proposed Phase 1 completion.
- At Peninsula Road / Minato Road, a westbound right lane is required with a 55m direct taper.
- Minato Road upgrade as per municipal crosssection standards for local roads.
- A zebra marked pedestrian crosswalk with side-mounted signs across Peninsula Road at Minato Road.
- A secondary site access from Peninsula Road is considered for emergency use or during the construction phase with a right in / right out only condition. If a full movement access from Peninsula Road is required as part of the construction process, the road speed limit should be lowered to 50 km/h with appropriate signage (Trucks Entering Roadway ahead signs, flaggers as needed, etc.) be added as per a well-designed Traffic Management Plan.
- The final form of the Peninsula Road / Minato Road intersection should be carefully considered as either a roundabout or with dedicated left turn lanes implemented for both directions when the intersection is upgraded to four legs in the long term.

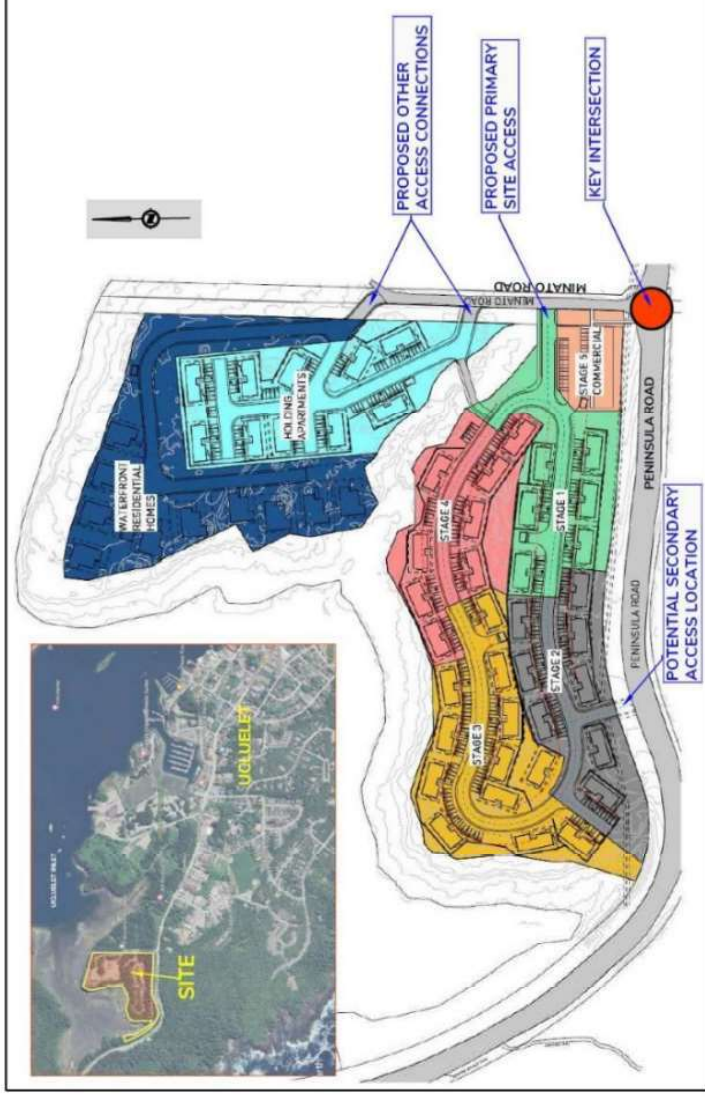


Figure 1: Concept Site Plan



# LANDSCAPE ARCHITECTURE DESIGN

This soft landscape summary will be used as a basis for preparing detailed landscape architecture plans for the project. The landscape architecture components of the project will be designed in such a way that supports the objectives outlined in Ucluelet's OCP Bylaw, DPA IV –Multi-Family, Commercial, and Mixed Use and Zoning Bylaw No. 1160, Division 600 – Landscaping and Screening.

The detailed landscape design will enhance the natural environment and maintain the coastal village character of Ucluelet. The Landscape Architecture plans will include trees, shrubs, ground cover, perennials, lawns, bark mulch, decorative boulders and gravel decorative paving, planters, fences, non-load bearing exterior structures and walls not exceeding 1.2m in height. All landscape elements will fully and suitably be arranged to enhance the appearance of the development, or where required in Ucluelet policies and guidelines, to effectively screen a building, the lot, portion of the lot, storage or other use. The landscape design will also be integrated with the stormwater management plan as prepared by the project Civil Engineer.

MacDonald Gray understands that the natural beauty and rich ecological qualities of Ucluelet are of the utmost value to its residents, guests, and future generations. The coastal environment and wild character of the area will be the guiding inspiration behind the Landscape Architecture design.

## PLANT LIST

The list of plants is recommended Native Plant Species for Landscaping compiled by Wanda McAvoy, taken directly from the District of Ucluelet – Human-Bear Conflict Management Plan prepared by Barbara Beasley, Ph.D. Plant species and pot sizes for use in the landscape will be selected based on availability, exposure, location and appropriateness for the applications outlined in the DPA guidelines.

## ESTIMATE OF PLANT QUANTITIES

The table is a summary of approximate soft landscaped areas by lot and provides an estimated number of plants per lot based on an average spacing by plant category. This table assumes 50% of the estimated area will be planted with deciduous and evergreen woody shrubs, 30% will be planted with ground covers and perennials, and 20% will be lawn area. Tree species will be selected suit available soil volumes, and located to avoid future conflicts with buildings, surface and underground utilities, drivers' sight lines and appropriateness for the applications outlined in the DPA guidelines above.

Lot Number	Description	Area (sq.m)	Lot Number	Trees (avg. 9m on-centre)	Shrubs (avg. 1.2m O.C.)	Perennials/ Groundcover (avg. 0.9m O.C.)
1	Affordable	7,422	1	105	2,523	2,650
2	Housing	4,378	2	65	1,488	1,560
3	Waterfront Homes	7,860	3	115	2,672	2,805
4	Commercial	222	4	5	75	80
5	Market Rentals	6,542	5	95	2,224	2,335





## LIGHTING DESIGN & WASTE STATIONS

### Lighting Design for Multiplexes, Communal Areas, and Parking

The lighting design for the 221 Minato Road development prioritizes safety, sustainability, and environmental sensitivity. By employing modern lighting solutions that respect the surrounding natural environment, the development aims to create a welcoming and secure atmosphere for residents while minimizing light pollution.

**Multiplexes:** Exterior lighting for the multiplex buildings will be designed to provide adequate illumination for walkways and entrances while maintaining a warm, residential feel. Motion-sensor LED lights will be installed to reduce energy consumption and light up areas only when needed. The fixtures will be shielded to prevent light from spilling into adjacent properties or natural areas, ensuring minimal disruption to wildlife and the night sky.

**Communal Areas:** Soft, ambient lighting will be incorporated into communal spaces, including seating areas, picnic spots, and walking paths. Lighting will be focused on pathways and gathering spots to promote safety without overwhelming the natural beauty of the area. Low-level LED lights will be used along pathways, and fixtures will be chosen to blend seamlessly with the natural surroundings.

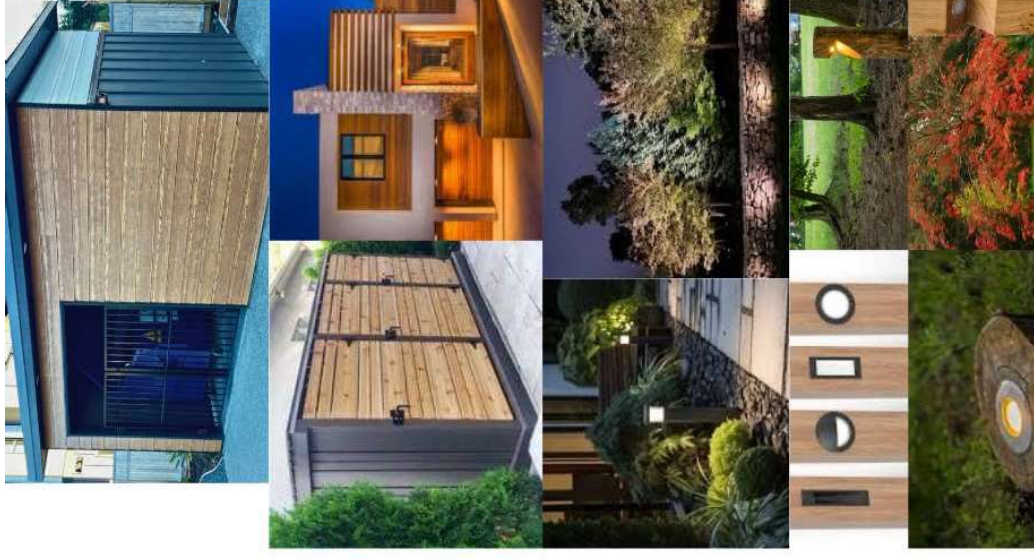
**Parking Areas:** The parking lots will feature energy-efficient LED lighting that meets safety standards for visibility without creating harsh glare. Lighting will be distributed to provide consistent illumination across the parking spaces, ensuring safety for residents and visitors while avoiding over-lighting. Solar-powered lights will also be considered for parking areas to enhance sustainability.

### Recycling and Bear-Proof Garbage Cages for Multiplexes

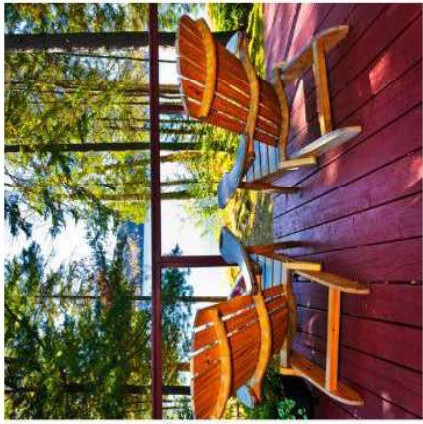
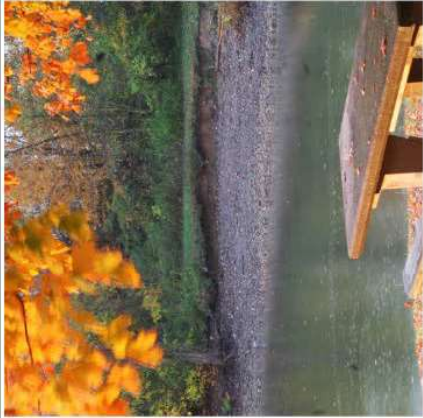
In alignment with Ucluelet's commitment to environmental stewardship and safety, the 221 Minato Road development will integrate comprehensive recycling programs and bear-proof garbage cages to ensure a sustainable and safe living environment for residents. This approach ensures the development meets Ucluelet's goals of minimizing human-wildlife interaction while promoting a culture of sustainability.

- **Bear-Proof Garbage Cages:** Each multiplex will be equipped with secure, bear-proof garbage cages that are easily accessible to residents but impenetrable to wildlife. These enclosures are designed to house multiple bear-proof trash bins, ensuring that all household waste is safely contained. The cages will be strategically placed in close proximity to each building, ensuring convenience while maintaining safety. Clear signage will be provided to educate residents on proper waste disposal practices within these enclosures.
- **Recycling Stations:** Recycling bins for separating materials such as paper, glass, plastics, and metals will be located within the garbage cages. This integrated system will promote both ease of use and environmental responsibility, encouraging residents to participate in recycling efforts. By streamlining waste management through these stations, we aim to reduce the environmental impact of the development and foster eco-friendly habits among residents.

The combination of thoughtful lighting design and effective waste management solutions demonstrates our commitment to creating a safe, environmentally conscious community at 221 Minato Road.



PRECEDENTS - COMMON AMENITY



## PARKS & PLAY: COMMUNAL OPEN SPACES

The 221 Minato Road development prioritizes communal areas and green space to enhance the quality of life for residents and create vibrant public spaces that align with Ucluelet's community values. Key features of the communal spaces and green initiatives include:

### **Green Space & Community Enhancements:**

- **Bridge Conversion:** A former vehicle bridge will be repurposed into a walking and biking bridge to foster active transportation and safe, pedestrian-friendly connectivity.
- **Community Gathering Areas:** Natural lumber seating and picnic tables to be installed in key locations, creating inviting communal spaces for residents and visitors to gather.
- **Communal Enhancements:** The communal areas will be enhanced with lighting, pet stations, and bike racks.
- **EV Charging Stations:** Dedicated electric vehicle charging stations will be provided within the multiplex parking and commercial precinct parking, supporting the shift to sustainable transportation.
- **Recreation Pathways:** A bike path connecting the development to Ucluelet's existing bike paths, with routes to both Ucluelet town and Tofino, ensuring the development is well-integrated with the broader community.
- **Surfboard & Kayak Storage:** Communal storage for surfboards and kayaks will be offered to encourage active recreation and make use of the natural surroundings.
- **Natural Play Areas:** Retained natural stumps, logs, and play spaces will be incorporated into the green spaces, offering residents a unique and eco-friendly outdoor experience. These areas will double as seating spots, encouraging interaction with the natural environment.

**Forest Area Regeneration:** A significant effort will be made to regenerate forest areas within the development, preserving and enhancing Ucluelet's natural landscape. The preserved forest zones will provide natural buffers, offer wildlife habitats, and serve as additional green space for the community.

**Proposed Plans for Roads and Public Recreation Areas:** The development will integrate more detailed designs for roadways and open spaces, in line with the District of Ucluelet's request. These designs will focus on shared recreation and play infrastructure, ensuring accessibility and community use. We look forward to working closely with the District to finalize these plans, making sure they meet the needs and expectations of the broader Ucluelet community.





COMMUNAL KAYAK & BOARD STORAGE



COMMUNAL SPACE & BIKE PARKING



SITE CONTEXT - FOREST AND WETLANDS



# AERIAL PERSPECTIVE OR 3D PLAN



221 MINATO ROAD, UCLUELET | 2024-12-13

FORMOSIS  
ARCHITECTURE

