



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

LATE AGENDA

	Page
1. LATE ITEMS	
1.1. Add "Late Agenda Item - Lot 13 Marine Drive" to legislation item 13.1., "Lot 13 Marine Drive - Proposed Affordable Housing." Lot 13 Marine Drive - Late Agenda Item	3 - 34
1.2. Add "District of Ucluelet 2020 Proposed Budget Online Open House" to legislation item 13.2. "Five Year Financial Plan and Annual Tax Rates Bylaws" as as Appendix D to that report. 2020 Budget Online Open House Slides	35 - 54



STAFF REPORT TO COUNCIL

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

FROM: BRUCE GREIG, MANAGER OF COMMUNITY PLANNING

FILE NO: 3360-20-RZ19-05

SUBJECT: LATE AGENDA ITEM - LOT 13 MARINE DRIVE

REPORT NO: 20-

ATTACHMENT: APPENDIX A – S.219 NO SUBDIVISION COVENANT WITH OPTION TO PURCHASE

1.0 UPDATED RECOMMENDATIONS:

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

1. **THAT** Council give third reading to Ucluelet Zoning Bylaw Amendment Bylaw No. 1269, 2020;
2. **THAT** Council authorize execution of the Assignment of Master Development Agreement by ACMC Holdings Ltd. and Weyerhaeuser Company Ltd.;
3. **THAT** Council indicate that it is prepared to authorize modification of Master Development Agreement and Covenant EX125879 on lands owned by Weyerhaeuser Company Ltd., concurrent with the registration of the “No Subdivision Covenant with Option to Purchase” being registered on the title of Lot 13;
4. **THAT** Council authorize the discharge of “No Build” covenant FB154873 from the title of Lot 13, concurrent with the registration of the “No Subdivision Covenant with Option to Purchase” on the property’s title;
5. **THAT** Council indicate that the offer for the municipality to contribute \$320,000 to support the development of affordable housing on Lot 13 would remain valid until December 1st, 2021, subject to the developer obtaining all other necessary approvals;
6. **THAT** Council adopt Ucluelet Zoning Bylaw Amendment Bylaw No. 1269, 2020; and,
7. **THAT** Council adopt Ucluelet Housing Agreement Bylaw No. 1270, 2020.

2.0 DISCUSSION

Attached as **Appendix “A”** to this late item report is the updated No Subdivision Covenant which now includes an Option to Purchase as proposed by the applicant, Andrew McLane of ACMC Holdings.

This was described in general terms in the staff report on Council's agenda (see section 3.2, page 55). If the developer does not complete the subdivision of the land within two years, this agreement would give the District the option to purchase Lot 13 for \$33. On the strength of the Option being offered by the applicant, staff recommend that Council could adopt the zoning amendment bylaw.

Agreement by the District to provide "credit" to Weyerhaeuser Corporation by amending the Master Development Agreement would be tied to the registration of the No Subdivision Covenant and Option to Purchase. Essentially, the option is intended to provide assurance to the community that the affordable housing development will proceed as proposed, with a clear incentive for the developer and a defined alternative outcome should the development not proceed. With the assurance provided by the Option to Purchase, staff recommend that Council is in a position to consider adopting the zoning amendment bylaw.

3.0 OPTIONS REVIEW:

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

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

Alternatively, Council could consider the following:

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

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

Appendix A

TERMS OF INSTRUMENT – PART 2**SECTION 219 COVENANT – USE AND DEVELOPMENT OF LAND**

This Agreement dated for reference the 27 day of April, 2020.

BETWEEN:

DISTRICT OF UCLUELET

Box 999
200 Main Street
Ucluelet BC V0R 3A0

(the "District")

AND

WEYERHAEUSER COMPANY LTD. INC. NO. A91273

500 – 925 West Georgia Street
Vancouver, BC V6C 3L2

(the "Owner")

GIVEN THAT:

- A.** The Owner is the owner of land located in the District of Ucluelet and more particularly described as Lot 13, District Lot 283, Clayoquot Land District, Plan VIP 84686 ("the Land");
- B.** Section 219 of the *Land Title Act* of British Columbia permits the registration of a covenant of a negative or positive nature in favour of a municipality restricting the subdivision of land; and
- C.** Development of the Land is subject to a agreement restricting the use of the Land to affordable housing, and making the development of other lands subject to the agreements subject to the provision of affordable housing (the "Master Development Agreement");
- D.** In order to proceed with development of other land as contemplated by Section 7 of the Master Development Agreement, the Owner has agreed that the Land shall not be subdivided except in accordance with the affordable housing restrictions set out in this covenant, and has agreed to grant to the District an option to Purchase the Land in the event that the Owner fails to subdivide the Land;

- E. The Owner wishes to grant and the District wishes to accept these covenants over the Land restricting the subdivision of the Land in the manner herein provided;

THEREFORE, in consideration of \$10 now paid by the District to the Owner, the receipt and sufficiency of which is acknowledged, and of the mutual promises exchanged in this Agreement, the parties covenant and agree pursuant to Section 219 of the *Land Title Act* as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Agreement:

“Approving Officer” means the subdivision approving officer for the District, appointed under section 77 of the *Land Title Act*.

“Daily Amount” means \$500.00 per day.

“Subdivision Plan” means the proposed plan to subdivide the Land, attached to this Agreement as Schedule A.

“Ownership Housing Agreement” means an agreement in the form attached to this covenant as Schedule C, which agreement is to be both a housing agreement under section 483 of the *Local Government Act*, a covenant under section 219 of the *Land Title Act*.

“Rental Housing Agreement” means an agreement in the form attached to this covenant as Schedule B, which agreement is to be both a housing agreement under section 483 of the *Local Government Act*, a covenant under section 219 of the *Land Title Act*.

2. SCHEDULES

The following schedules are attached to and form part of this Agreement, and a reference in this Agreement to one or more schedules is a reference to one or more of the following schedules:

Schedule A – Subdivision Plan

Schedule B – Rental Housing Agreement

Schedule C – Ownership Housing Agreement

3. RESTRICTIONS ON SUBDIVISION OF THE LAND

3.1 The Owner shall not subdivide the Land:

- (a) except in substantial accordance with the Subdivision Plan, provided that the District’s Manager of Planning in his, her or their sole discretion may authorize minor deviations from the Subdivision Plan;

- (b) unless together with the subdivision of the Land the Owner also registers a Rental Housing Agreement on the title to eleven (11) of the parcels created by the subdivision, and an Ownership Housing Agreement on the title to twenty-two (22) of the parcels created by the subdivision; and,
- (c) unless together with the subdivision of the Land the Owner also registers a mortgage in favour the District as a charge against the title of the twenty-two (22) parcels which are subject to an Ownership Housing Agreement, in the amount of \$14,545.45,

but nothing in this section or this covenant shall be construed as obliging the Approving Officer to approve a subdivision that complies with the Subdivision Plan, or in any way limiting or affecting the discretion of the Approving Officer in relation to the subdivision of the Land.

- 3.2** The agreements required to be registered concurrent with the subdivision of the Land under section 3.1, above, must be registered in priority to all charges and encumbrances which may have been registered or are pending registration against title to the Land, save and except those specifically approved in writing by the District or in favour of the District.

4. OPTION TO PURCHASE

- 4.1 The Owner hereby grants to the District the sole and exclusive irrevocable option to purchase the Land on the terms of this Agreement.
- 4.2 Subject to the following section, the Option may be exercised by or on behalf of the District at any time after May 1, 2022 (the "Option Date") by the District delivering written notice to the Owner at the postal address of the Owner set out in the records of the Land Title Office, or to the most recent postal address that the Owner has provided to the District in writing.
- 4.3 The Option may only be exercised by the District if the Owner has not subdivided the Land in accordance with this Agreement, on or before the Option Date. For certainty, neither the acceptance of an application to subdivide the Land nor the issuance by the Approving Officer of any form of preliminary approval to subdivide will not constitute a subdivision for the purpose of the District's right to exercise Option.
- 4.4 If the District exercises the Option, this Agreement will become a binding agreement for the purchase and sale of the Land, which shall be completed upon the terms and conditions contained in this Agreement.
- 4.5 The Option shall expire on April 30th, 2030 (the "Expiry Date"). If the Option is not exercised by the Expiry Date, it will be null and void and no longer binding on the parties.
- 4.6 The District may elect not to exercise the Option for any reason.

5. TERMS OF PURCHASE AND SALE

- 4.7 The purchase price for the Land (the "Purchase Price") is thirty-three dollars (\$33), and there will be no adjustments to the Purchase Price under this Agreement.
- 4.8 The purchase of the Land by the District will be completed on the date chosen by the District (the "Completion Date"), such date to be not later than sixty (60) Business Days after the District gives to the Owner its notice of intention to exercise the Option.
- 4.9 On the Completion Date, the Owner will convey the Land to the District subject to the registered charges on title to the Land at the time of registration of this Agreement, and free and clear of all mortgages and other financial liens, charges, and encumbrances.
- 4.10 Following payment of Purchase Price to the Owner on the Completion Date, the Owner will give vacant possession of the Land to the District.
- 4.11 The Owner covenants and agrees that it will, from and after the date of the application to register this Agreement in the LTO, take or cause to be taken all proper steps and actions and corporate proceedings to enable the Owner to vest a good and marketable title to the Land in the District on the Completion Date, free and clear of all liens, charges, encumbrances, defects in title, equities or claims of every nature and kind except for the Permitted Encumbrances and to enable the Owner to carry out the sale of the Land and to execute and deliver this Agreement as valid and binding obligations of the Owner.
- 4.12 The Owner hereby represents and warrants to the District that the following are true and accurate on the date the Owner executes this Agreement and will be true on the Completion Date:
- a) the Owner has the legal capacity, power, and authority to grant the Option and perform all of the Owner's obligations under this Agreement;
 - b) if the Owner is a corporation, the Owner has taken all necessary or desirable actions, steps, and other proceedings to approve or authorize, validly and effectively, the entering into, and the execution, delivery, and performance of this Agreement;
 - c) if the Owner is a corporation, the Owner is in good standing with the Registrar of Companies for British Columbia and has made all necessary filings with the Registrar as required by the applicable legislation;
 - d) if the Owner is a corporation, the Owner is duly incorporated and validly existing under the laws of British Columbia and has the power and capacity to enter into and carry out the transactions provided for in this Agreement;
 - e) the Owner has good, safe holding, and marketable title to the Land;

- f) the Owner is a resident of Canada within the meaning of the *Income Tax Act* (Canada) and will provide the District with a statutory declaration of this, in the District's form, at least ten (10) days before the Completion Date (the "Statutory Declaration").
- 4.13 The Owner hereby represents and warrants to, and covenants and agrees with the District as at the Completion Date that:
- a) the Owner has no indebtedness or obligation to any person which might at the Completion Date or afterwards constitute a lien, charge, or encumbrance on the Land;
 - b) the Owner has not used the Land or permitted any use of the Land to store, manufacture, dispose of, emit, spill, leak, generate, transport, produce, process, release, discharge, landfill, treat, or remediate any explosive, radioactive material, asbestos, urea formaldehyde, chlorobiphenyls, hydrocarbon, underground tank, pollution, contamination, hazardous substance, corrosive substance, toxic substance, special waste, waste, or matter of any kind which is or may be harmful to human safety or health or to the environment, including anything the storage, manufacture, disposal, emission, discharge, treatment, generation, use, transport, remediation, or release into the environment of which is now or at any time after the execution of this Agreement prohibited, controlled, regulated, or licensed under any laws applicable to the Land ("Contaminant");
 - c) the Owner has not caused or permitted the storage, manufacture, disposal, emission, spilling, leakage, treatment, generation, transportation, production, processing, release, discharge, landfilling, treatment or remediation of any Contaminant in, on, under, or from the Land; and
 - d) the Owner has at all times used the Land in compliance with all laws relating to Contaminants and to the environment.
- 4.14 The Owner shall indemnify and save harmless the District and each of its elected and appointed officials, officers, directors, employees and agents, and their heirs, executors, administrators, personal representatives, successors, and assigns, from and against any and all actions, causes of action, liabilities, demands, losses, damages, costs (including remediation costs and costs of compliance with any law, and fees and disbursements of professional advisors), expenses, fines and penalties, suffered or incurred by the District or any other listed above by reason of or related to or connected with:
- a) a breach of any representation or warranty, covenant or agreement of the Owner set forth in this Agreement;
 - b) any Contaminants on the Land arising during the ownership of the Owner;
 - c) any wrongful act, omission, or negligence of the Owner or a person for whom the Owner is responsible in law.

The obligation to indemnify and save harmless will survive the transfer of the Land or any termination of this Agreement.

4.15 Before the Completion Date, the District will deliver to the Owner's solicitors for execution by the Owner:

- a) a Form A Transfer transferring the fee simple title to the Land to the District (the "Transfer"); and,
- b) the Statutory Declaration; and

at least three (3) days before the Completion Date, the Owner must deliver to the District's solicitors the above documents, duly executed by the Owner and in registrable form, on undertakings consistent with this Agreement.

4.16 On the Completion Date, the District will:

- a) cause its solicitors to apply to register the Transfer in the LTO; and
- b) after application has been made to register the Transfer, and upon receipt of a satisfactory post-index search of the title to the Land indicating that in the normal course of LTO procedure the District will become the registered owner of the Land free and clear of all mortgages and other financial liens, charges, and encumbrances, the District will pay to the Owner the Purchase Price.

4.17 The Land will be at the Owner's risk until 12:00 noon on the Completion Date and will thereafter be at the risk of the District. In the event of loss or damage to the Land occurring before the completion of the closing on the Completion Date by reason of fire, tempest, lightning, earthquake, flood or other act of God, explosion, riot, civil commotion, insurrection or war, the District, at the District's option, may cancel its purchase of the Land.

4.18 The District, its agents and employees, have the license, conditional on providing forty-eight (48) hours prior written notice to the Owner, to enter upon the Land from time to time prior to the Completion Date, at the District's sole risk and expense, for the purpose of making reasonable inspections, surveys, tests and studies of the Land.

4.19 The District will pay:

- a) any property transfer tax payable by it under the *Property Transfer Tax Act*;
- b) LTO registration fees in connection with the transfer of the Land to the District;
- c) the District's legal fees and disbursements, but not the Owner's; and
- d) any goods and services tax payable in respect of transfer of the Land under the *Excise Tax Act* (Canada) and if the District is registered for the purposes of GST, instead of

paying GST to the Owner, the District will provide the Owner with its certificate that it will account directly for any and all GST.

6. INDEMNITY AND RELEASE

- 6.1** The Owner shall indemnify and keep indemnified the District from any and all claims, causes of action, suits, demands, fines, penalties, costs, deprivation, 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, excluding economic loss or consequential loss or deprivation, arising out of or connected with any breach by the Owner of this Agreement.
- 6.2** The Owner hereby releases, saves harmless and forever discharges the District of and from any claims, causes of action, suits, demands, fines, penalties, costs, deprivation, expenses or legal fees whatsoever which the Owner can or may have against the District, whether based in law or equity, whether known or unknown, for any loss, damage or injury, excluding economic or consequential loss or deprivation, that the Owner may sustain or suffer arising out of or connected with this Agreement, or any breach by the Owner of any covenant in this Agreement, save and except as a result of any breach by the District of this Agreement or the negligent acts or omissions on the part of the District or its personnel.
- 6.3** The indemnity and release provisions of sections 4.1 and 4.2 shall survive the expiry or termination of this Agreement.

7. POWERS PRESERVED

Nothing in this Agreement shall prejudice or affect the rights and powers of the District in the exercise of its powers, duties or functions under the *Community Charter* or the *Local Government Act* or any of its bylaws, all of which may be fully and effectively exercised in relation to the Land as if this Agreement had not been executed.

8. BINDING EFFECT

This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.

9. WAIVER

The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

10. DEFAULT AND REMEDIES

- 10.1** No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.

- 10.2** The Owner acknowledges the District might not have exercised its discretion to rezone the Land for the Proposed Development but for the Owner's promise to create needed affordable housing, and the Owner agrees that without limiting the District's right to any other remedies available at law or in equity for a breach of this Agreement, if the Owner is in breach of this Agreement the District may seek an injunction and the Owner will not resist the granting of such an injunction on the basis that damages would be an adequate remedy for the breach.
- 10.3** 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 the Land is used in breach of this Agreement the Owner will pay, as a rent charge under section 8.4, 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.
- 10.4** 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.

11. SURVIVAL

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.

12. ENTIRE AGREEMENT

The whole agreement between the parties is set forth in this document and no representations, warranties or conditions, express or implied, have been made other than those expressed.

13. ENUREMENT

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

14. SEVERABILITY

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.

15. COUNTERPARTS

This Agreement may be executed in counterpart 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 have executed this Agreement in the General Instrument - Part I, which is attached to and forms part of this Agreement.

SCHEDULE A – Subdivision Plan

SCHEDULE B – Rental Housing Agreement

SCHEDULE C – Ownership Housing Agreement

END OF DOCUMENT

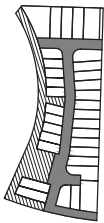
SITE PLAN OF LOT 13, DISTRICT LOT 283, CLAYOQUOT DISTRICT, PLAN VIP84686.

0 2 4 6 8 10 20 30 40 50
 THE INTENDED PLOT SIZE IS 432mm IN WIDTH AND 560mm IN HEIGHT
 (C SIZE) WHEN PLOTTED AT A SCALE OF 1:500.

SITE PLAN DATA

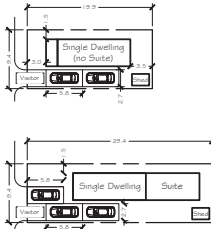
REGISTERED OWNER: WEYERHAEUSER COMPANY LTD.
 CIVIC ADDRESS: NONE
 LEGAL DESCRIPTION: LOT 13 DISTRICT LOT 283 CLAYOQUOT DISTRICT PLAN VIP84686 PARCEL ADD 52792N) AND EXCEPT PART IN PLAN 13895
 SITE AREA: ± 15,038sq.m. / ± 161,866sq.ft. / ± 1.1ha. / ± 3.7ac.
 CURRENT ZONING: CD-SC1.2 - COMPREHENSIVE DEVELOPMENT
 PROPOSED ZONING: MICRO LOT RESIDENTIAL (NEW ZONE)
 OCF LAND USE DESIGNATION: COMPREHENSIVE DEVELOPMENT
 DENSITY: PROPOSED: 33 LOTS / 33 PRIMARY UNITS / 6 ACCESSORY UNITS
 PROPOSED LOT COVERAGE: 50% (EXCLUDING ACCESSORY BUILDINGS)
 BUILDING HEIGHT: PROPOSED 8m / 26.2ft.
 BUILDING AND STRUCTURE SETBACKS: OVERALL PROPERTY: FRONT: 8.0m, REAR: 8.0m, SIDE: 8.0m, EXTERIOR SIDE: 8.0m (REQ. COV. DISCHARGE)
 INDIVIDUAL FREE SIMPLE LOTS: FRONT: 3.0m, SIDE: 1.2m, REAR: 3.0m
 (NO SETBACKS FOR ACCESSORY BUILDINGS / SHEDS)
 OFF-STREET PARKING: 2 STALLS / PRIMARY DWELLING, 1 STALL / SUITE
 PARKLAND DEDICATION: AS ILLUSTRATED: 2,744sq.m. (18.2% PARENT PARCEL)
 ROADWAY DEDICATION: AS ILLUSTRATED: 2,974sq.m. (19.8% PARENT PARCEL)

LAND DEDICATION



DISTRICT ROAD (19.8%)
 DISTRICT PARK (18.2%)

TYPICAL MICRO LOTS



SIMS ASSOCIATES
 LAND SURVEYING LTD.
 223 FERN ROAD W.
 OUALICUM BEACH, B.C. V9K 1S4
 PHONE: 250-752-9121
 FAX: 250-752-9241
 FILE NUMBER: 19-047-ST
 DRAWING NUMBER: 19-047 SP1.dwg
 DATE: 2019/04/08

Land Use & Landscape Concept

Date: February 4, 2020
 Drawn: Staff
 Checked: NG
 Scale: 1:400 metric
 Project Number: 19-0239

DRAWING NUMBER: S1 of 1

Lot 13 - Ucluelet
 A. McLane
 District of Ucluelet, BC

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Add "Late Agenda Item - Lot 13 Marine Drive" to legislation item 13.1., ...

**Schedule B to Ucluelet Housing Agreement Bylaw No. 1270, 2020
(Schedule B to No Subdivision Covenant)**

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

THIS AGREEMENT dated for reference the day of , 2020 is

BETWEEN:

DISTRICT OF UCLUELET, 200 Main Street, PO Box 999, Ucluelet, B.C., V0R 3A0
(the "District")

AND:

ACMC HOLDINGS LIMITED, PO Box 124 Station Main, Parksville, B.C., V9P 2G3
(the "Owner")

GIVEN THAT:

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

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

PART I – DEFINITIONS

1. In this Agreement, the following words have the following meanings:
 - (a) "Daily Amount" means \$500.00 per day;
 - (b) "Dwelling Unit" means any residential dwelling unit constructed or located on the Land;
 - (c) "Eligible Occupant" means a person authorized to occupy a dwelling unit on the Land under section 3(c) of this Agreement;

- (d) "Full-time" means an average of at least 1400 hours per year, and in the case of self-employment, means employment from which an individual earns at least 90% of his or her annual income;
- (e) "Qualified Person" means an individual who:
- (i) has lived in the Alberni Clayoquot Regional District for a minimum of 24 months;
 - (ii) has worked Full-Time for more than one (1) year with one or more businesses or institutions within the District of Ucluelet or lands of the Yuuʷuʷiʷath Government, Barkley Community Forest, Toquaht Nation, District of Tofino, Alberni-Clayoquot Regional District Area 'C', Pacific Rim National Park Reserve, or BC Parks and Protected Areas in the region, or a Senior who has retired from full-time permanent employment by one or more businesses or institutions and has worked or volunteered within the area described above for five (5) out of the previous ten (10) years, or is receiving disability assistance under the *Employment and Assistance for Persons with Disabilities Act*;
 - (iii) does not own, or have a spouse who owns, either directly or indirectly through a trust, business asset, or otherwise, any interest in real property anywhere in the world; and,
 - (iv) has a gross annual household income of not more than:
 - (A) \$35,000, to qualify for occupancy in respect of a one-bedroom unit; and
 - (B) \$62,000, to qualify for occupancy in respect of a two-bedroom or larger unit;

provided that the amounts in A and B above may be adjusted by the percentage change to the Housing Income Limits for Nanaimo (as published by BC Housing) from 2020 to the calendar year preceding the day a Tenancy Agreement is entered into in respect of a unit;
- (f) "Senior" means an individual 55 years of age or older;
- (g) "Tenancy Agreement" means a tenancy agreement, lease, license, or other agreement granting rights to occupy an Dwelling Unit; and,
- (h) "Tenant" means an occupant of a Dwelling Unit by way of a Tenancy Agreement.

PART II – CONSTRUCTION on the LAND

2. The Owner will design, construct and maintain on the Land at least one residential dwelling unit, in accordance with the District of Ucluelet Building Bylaw No. 1165, 2014, as amended or replaced from time to time, and, secondly, in accordance with the design, layout, fixture and finishing requirements described in Schedule C to this Agreement.

PART III – USE AND OCCUPANCY

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

PART IV – RENTAL OF DWELLING UNITS

8. The Owner must not rent or lease any Dwelling except to Qualified Persons or Eligible Occupants and except in accordance with the following additional conditions:

(a) the Dwelling Unit will be used or occupied only pursuant to a Tenancy Agreement;

(b) the monthly rent payable for the Dwelling Unit will not exceed:

- (i) \$875 for a one-bedroom unit; and
- (ii) \$1125 for a two-bedroom unit; and
- (iii) \$1550 for a three-bedroom or larger unit,

[Note this can be simplified prior to registration on title, when the unit type is known for each lot]

provided that the amounts in (i) through (iii) above may be increased by the percentage change in Housing Income Limits for Nanaimo, as published annually by BC Housing, beginning in 2020.

(c) the Owner will not require the Tenant to pay any extra charges or fees for use of parking or storage areas on the Land, or for sanitary sewer, storm sewer, or property taxes. For clarity, this section does not apply to cable, telephone, data, water, hot water or electric utility fees or other similar charges; e.g. gas utility, or other unforeseen services.

(d) any increase in rent must also comply with rules and procedures, including any limit on maximum annual increases, under the *Residential Tenancy Act*.

(e) the Owner will include in the Tenancy Agreement a clause requiring the Tenant to comply with the use and occupancy restrictions contained in Part III of this Agreement;

(f) the Owner will include in the Tenancy Agreement a clause requiring the Tenant to provide a statutory declaration of household income and real property in the form of Schedule A annexed hereto;

(g) the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement in accordance with the *Residential Tenancy Act* if the Tenant uses or occupies, or allows use or occupation of, the Dwelling Unit in breach of the use and occupancy restrictions contained in this Agreement;

(h) the Tenancy Agreement will identify all occupants of the Dwelling Unit, and will stipulate that anyone not identified in the Tenancy Agreement will be prohibited from residing in the Dwelling Unit for more than fifteen (15) consecutive days or more than a total of thirty (30) days in any calendar year;

(i) the Tenancy Agreement will provide for termination of the Tenancy Agreement by the Owner in situations where Dwelling Unit is occupied by more than the number of people the District's building inspector determines (acting reasonably) can reside in the

Dwelling Unit given the number of size of bedrooms in the Dwelling Unit and in light of any relevant standards set by District bylaw;

- (j) the Tenancy Agreement will provide that the Owner will have the right, at the Owner's option, to terminate the Tenancy Agreement should the Tenant remain absent from the Dwelling Unit for three (3) consecutive months or longer, notwithstanding the timely payment of rent;
 - (k) the Tenancy Agreement will provide that the Tenant will not sublease the Dwelling Unit or assign the Tenancy Agreement; and
 - (l) the Owner will deliver a copy of the Tenancy Agreement to the District upon demand.
9. The Owner will terminate the Tenancy Agreement where the Tenant uses or occupies, or allows use or occupation of an Dwelling Unit in breach of this Agreement, such termination to be in accordance with the terms of the Tenancy Agreement and the *Residential Tenancy Act*. Notwithstanding, in the event that an existing Tenant's income exceeds the maximum gross household income the Owner will be entitled to allow that Tenant to remain in occupancy under the Tenancy Agreement for a further 12 months. If upon expiry of this period the Tenants income for the previous year still exceeds the maximum gross household income then the Owner will terminate the Tenancy Agreement and providing the Tenant with notice as required under the Residential Tenancy Act.
10. The District may, in its sole discretion, provide written consent to the Owner from time to time to do something that is otherwise not permitted under this Agreement, on such terms and conditions as the District considers desirable.

PART V – DEFAULT AND REMEDIES

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

PART VI - INTERPRETATION

13. In this Agreement:

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

PART VII – MISCELLANEOUS

14. **Management** – The Owner covenants and agrees that it will furnish good and efficient management of the Dwelling Unit and will permit representatives of the District to inspect the Dwelling Unit at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Dwelling Unit in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Land.
15. **Indemnity** – The Owner will indemnify and save harmless the District and each of its elected officials, officers, directors, employees, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all

claims, demands, actions, loss, damage, costs, and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:

- (a) any act or omission of the Owner, or its officers, directors, employees, agents, contractors, or other persons for whom the Owner is responsible at law;
 - (b) the Owner's ownership, lease, operation, management, or financing of the Land or any Dwelling Unit; or
 - (c) any act or omission of the District or any of its elected officials, officers, directors, employees, agents, or contractors in carrying out or enforcing this Agreement, except where such act or omission constitutes a breach of this Agreement by the District or by any other person for whom the District is responsible at law.
16. **Release** – The Owner by this Agreement releases and forever discharges the District and each of its elected officials, officers, directors, employees, and agents, and its and their heirs, executors, administrators, personal representatives, successors, and assigns from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of advice or direction respecting the ownership, lease, operation or management of the Land or any Dwelling Unit which has been or at any time after the commencement of this Agreement may be given to the Owner by all or any of them.
17. **Survival** – The obligations of the Owner set out in sections 15 and 16 will survive termination of this Agreement.
18. **District Powers Unaffected** – This Agreement does not:
- (a) affect or limit the discretion, rights, duties or powers of the District or the approving officer for the District under the common law or any statute, bylaw or other enactment nor does this agreement date or give rise to, nor do the parties intend this agreement to create, any implied obligations concerning such discretionary rights, duties or powers;
 - (b) impose on the District any legal duty or obligation, including any duty or care or contractual or other legal duty or obligation, to enforce this Agreement;
 - (c) affect or limit the common law or any statute, bylaw or other enactment applying to the Land or an Dwelling Unit; or
 - (d) relieve the Owner from complying with any common law or any statute, regulation, bylaw or other enactment.
19. **Agreement for Benefit of District Only** – The Owner and the District agree that:
- (a) this Agreement is entered into for the benefit of the District;
 - (b) this Agreement is not intended to protect the interests of the Owner, any tenant, or any future owner, lessee, occupier, or user of the Land or any Dwelling Unit;

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

20. **No Public Law Duty** – Where the District is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination, or give its consent, the Owner agrees that the District is under no public law duty of fairness or natural justice in that regard and agrees that the District may do any of those things in the same manner as if it were a private party and not a public body.
21. **Notice** – Any notice required to be served or given to a party herein pursuant to this Agreement will be sufficiently served or given if delivered, to the postal address of the Owner set out in the records at the Land Title Office, and in the case of the District addressed as follows:

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

Attention: Manager of Community Planning

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

22. **Enurement** – This Agreement binds the parties to it and their respective successors, assigns, heirs, executors, administrators and personal representatives.
23. **Severability** – If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
24. **Waiver** – All remedies of the District will be cumulative and may be exercised by the District in any order or concurrently in case of any breach and each remedy may be exercised any number of times with respect to each breach. Waiver of or delay in the District exercising any or all remedies will not prevent the later exercise of any remedy for the same breach of any similar or different breach.
25. **Sole Agreement** – This Agreement, and any documents signed by the Owner contemplated by this Agreement, represent the whole agreement between the District and the Owner respecting the use and occupation, of the Dwelling Units, and there are no warranties, representations, conditions, or collateral agreements made by the District except as set forth in this Agreement.
26. **Further Assurances** – Upon request by the District the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the District to give effect to this Agreement.

27. **Covenant Runs with the Land** – This Agreement burdens and runs with the Land and every parcel into which it is Subdivided. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its personal administrators, successors and assigns, and all persons who after the date of this Agreement, acquire an interest in the Land.
28. **Limitation on Owner's Obligations** – The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.
29. **Equitable Remedies** – The Owner acknowledges and agrees that damages would be an inadequate remedy for the District for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.
30. **No Joint Venture** – Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the District or give the Owner any authority to bind the District in any way.
31. **Applicable Law** – Unless the context requires otherwise, the laws of British Columbia will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia. Without limiting the above, in the event of any conflict between any provision of this Agreement and the *Residential Tenancy Act*, this Agreement is without effect to the extent of the conflict.
32. **Deed and Contract** – By executing and delivering this Agreement, the Owner intends to create both a contract and a deed executed and delivered under seal.

SCHEDULE A

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. No adult resident of the Dwelling Unit or his or her spouse or common law partner owns, either directly or indirectly through a trust, business asset, or otherwise, any interest in real property anywhere in the world.
9. 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

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 this 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)

SCHEDULE C

HOUSING CONSTRUCTION STANDARDS

GENERAL CONSTRUCTION

- Built to CSA A277 Modular Code & BC Building Code
- Certified to meet BC Energy Code Step 1 or better
- Smoke Detectors to be installed and maintained as required by code
- Cementitious ("HardiBoard") Siding w/ Wood Fascia
- Architectural Shingle Roof (30 yr. Warranty)
- Insulated Entry Doors with Dead Bolt (36" Front & 32" Rear)
- Exterior Light at all Entrances (except porches)
- Maintenance-Free Double-Glazed Low E with Argon Windows w/Vinyl Sills, Screens & Security Locks
- Exterior GFI Electrical Outlet
- Exterior Frost-Free Tap
- 6' Porch

INTERIORS

- Carpet is acceptable in bedrooms and hallways; min. 28 oz. carpet with a min. 32 oz. underlay. Where practical, carpet colours should be earth tones and mottled to hide stains.
- Low off-gassing Cushioned Linoleum Flooring in all Other Areas
- Paints with low VOC and washable finish are required. Washable paint surfaces should be used in kitchens, bathrooms, and laundry rooms.
- All work, interior and exterior, shall be to MPDA "Premium Grade" standards (i.e. primer plus two finish coats).
- Single Rod in Master Bedroom with Shoe Shelf
- Linen Closet

KITCHENS

- Pre-manufactured Cabinetry w/ Heavy Duty hardware and low VOC finishes
- Extended Overhead Fridge Cabinet
- Ceramic Tile Backsplash
- Window Over Kitchen Sink
- 30" min. Width Electric Range/oven, Spacesaver Microwave
- Exterior Vented Range Hood with Light
- 18 cu ft, 2-door, Frost Free Refrigerator
- Double Stainless-Steel Kitchen Sink
- All appliances to be EnergyStar rated

BATHS

- Ceramic Tile or Laminate Backsplash
- One-Piece Fiberglass Tub/Shower with Shower Rod & Curtain
- 90 CFM fan controlled by a de-humidistat to control humidity levels with a maximum sound level of 2.5 sones.
- Mirror with Bar Light
- GFI Receptacle
- Wall Mounted Overjohn Cabinet

UTILITY SERVICES

- 200 Amp Electrical Service
- 200 Amp Electric Furnace w/Electronic Ignition
- Shut Off Valves at all Sinks
- 40 Gallon Electric Water Heater, meeting EnergyStar standard
- Wired, Plumbed and Vented for Stacking Washer and Dryer (plan specific)
- Utility Room Shelf
- Exhaust Fan with Dehumidistat
- Communication (phone/data) Outlets: Kitchen and Bedrooms

**Schedule A to Ucluelet Housing Agreement Bylaw No. 1270, 2020
(Schedule C to No Subdivision Covenant)**

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

THIS AGREEMENT dated for reference the day of , 2020 is

BETWEEN:

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

(the “District”)

AND:

ACMC HOLDINGS LIMITED, PO Box 124 Station Main, Parksville, B.C., V9P 2G3

(the “Owner”)

GIVEN THAT:

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

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

PART I – DEFINITIONS

1. In this Agreement, the following words have the following meanings:
 - (a) “Affordable Housing Funder” means an institution or agency who provides a grant or preferential rate loan to support the development of Dwelling on the Land;
 - (b) “Dwelling Unit” means a residential dwelling unit constructed or located on the Land;

(c) “Qualified Person” means an individual who:

- (i) has lived in the Alberni Clayoquot Regional District for a minimum of 24 months;
- (ii) has worked Full-Time for more than one (1) year with one or more businesses or institutions within the District of Ucluelet or lands of the Yuułuʔiłʔatḥ Government, Barkley Community Forest, Toquaht Nation, District of Tofino, Alberni-Clayoquot Regional District Area ‘C’, Pacific Rim National Park Reserve, or BC Parks and Protected Areas in the region, or a Senior who has retired from full-time permanent employment by one or more businesses or institutions and has worked or volunteered within the area described above for five (5) out of the previous ten (10) years, or is receiving disability assistance under the *Employment and Assistance for Persons with Disabilities Act*;
- (iii) does not own, or have a spouse who owns, either directly or indirectly through a trust, business asset, or otherwise, any interest in real property anywhere in the world;
- (iv) has a gross annual household income meeting the requirements of the Affordable Home Ownership Program administered by BC Housing; and,
- (v) is participating in the Affordable Home Ownership Program administered by BC Housing.

(d) “Senior” means an individual 55 years of age or older;

PART II – SECURITY OF DISTRICT’S INTEREST

2. The Owner agrees that, as a condition of the subdivision resulting in the Land which is the subject of this agreement, a mortgage in favour of the District has been registered against title to the land under charge number _____ (the “District’s Mortgage”).
3. The District agrees to discharge the District’s Mortgage charge referred to in section 2 from the title of the Land when the Owner obtains an Occupancy Permit issued by the District’s building inspector pursuant to the District of Ucluelet Building Bylaw No. 1165, 2014, 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 the BC Energy Step Code level 1.

PART IV – TRANSFER, USE AND OCCUPANCY

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

PART V - INTERPRETATION

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

PART VI – MISCELLANEOUS

9. **Housing Agreement** – The Owner acknowledges and agrees that:
- (a) this Agreement constitutes a covenant under section 219 of the *Land Title Act* and a housing agreement entered into under section 483 of the *Local Government Act*; and,
 - (b) where a Dwelling Unit is a separate legal parcel, the District may file notice of housing agreement under section 483 of the *Local Government Act* in the LTO against title to the Dwelling Unit.
10. **Indemnity** – The Owner will indemnify and save harmless the District and each of its elected officials, officers, directors, employees, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs, and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:
- (a) any act or omission of the Owner, or its officers, directors, employees, agents, contractors, or other persons for whom the Owner is responsible at law;
 - (b) the Owner's ownership, development, operation, or financing of the Land or any Dwelling Unit; or
 - (c) any act or omission of the District or any of its elected officials, officers, directors, employees, agents, or contractors in carrying out or enforcing this Agreement, except where such act or omission constitutes a breach of this Agreement by the District or by any other person for whom the District is responsible at law.
11. **Release** – The Owner by this Agreement releases and forever discharges the District and each of its elected officials, officers, directors, employees, and agents, and its and their heirs, executors, administrators, personal representatives, successors, and assigns from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of advice or direction respecting the ownership, development, operation or management of the Land or any Dwelling Unit which has been or at any time after the commencement of this Agreement may be given to the Owner by all or any of them.
12. **Survival** – The obligations of the Owner set out in sections 10 and 11 will survive termination of this Agreement.
13. **District Powers Unaffected** – This Agreement does not:
- (a) affect or limit the discretion, rights, duties or powers of the District or the approving officer for the District under the common law or any statute, bylaw or other enactment nor does this agreement date or give rise to, nor do the parties intend this agreement to create, any implied obligations concerning such discretionary rights, duties or powers;
 - (b) impose on the District any legal duty or obligation, including any duty or care or contractual or other legal duty or obligation, to enforce this Agreement;

- (c) affect or limit the common law or any statute, bylaw or other enactment applying to the Land or an Dwelling Unit; or
- (d) relieve the Owner from complying with any common law or any statute, regulation, bylaw or other enactment.

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

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

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

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

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

Attention: Manager of Community Planning

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

17. **Enurement** – This Agreement binds the parties to it and their respective successors, assigns, heirs, executors, administrators and personal representatives.
18. **Severability** – If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
19. **Waiver** – All remedies of the District will be cumulative and may be exercised by the District in any order or concurrently in case of any breach and each remedy may be

exercised any number of times with respect to each breach. Waiver of or delay in the District exercising any or all remedies will not prevent the later exercise of any remedy for the same breach of any similar or different breach.

20. **Sole Agreement** – This Agreement, and any documents signed by the Owner contemplated by this Agreement, represent the whole agreement between the District and the Owner respecting the use and occupation, of the Dwelling Units, and there are no warranties, representations, conditions, or collateral agreements made by the District except as set forth in this Agreement.
21. **Further Assurances** – Upon request by the District the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the District to give effect to this Agreement.
22. **Covenant Runs with the Land** – This Agreement burdens and runs with the Land and every parcel into which it is Subdivided. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its personal administrators, successors and assigns, and all persons who after the date of this Agreement, acquire an interest in the Land.
23. **Limitation on Owner's Obligations** – The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.
24. **Equitable Remedies** – The Owner acknowledges and agrees that damages would be an inadequate remedy for the District for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.
25. **No Joint Venture** – Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the District or give the Owner any authority to bind the District in any way.
26. **Applicable Law** – Unless the context requires otherwise, the laws of British Columbia will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia. Without limiting the above, in the event of any conflict between any provision of this Agreement and the *Residential Tenancy Act*, this Agreement is without effect to the extent of the conflict.
27. **Deed and Contract** – By executing and delivering this Agreement, the Owner intends to create both a contract and a deed executed and delivered under seal.

DISTRICT OF UCLUELET

2020 PROPOSED BUDGET ONLINE OPEN HOUSE



2020 BUDGET PROCESS AND TIMELINE

December 12th – March 12th

Operating Budgets
Departmental Projects

COVID-19 Impacts Alter Budget Process

April 28th

First Readings - Five Year Financial Plan Bylaw

April 29th

Online Public Input Begins

May 7th

Deadline for submitting written public feedback to communityinput@ucluelet.ca

May 12th

3rd and Final Approval - Five Year Financial Plan Bylaw
3rd and Final Readings - Tax Rates Bylaw

Note: Bylaws MUST be passed no later than May 15, 2020



2020 BUDGET OVERVIEW

District Budget

- \$8,576,024 million in 2019
- \$10,033,744 million in 2020

Challenges and Highlights

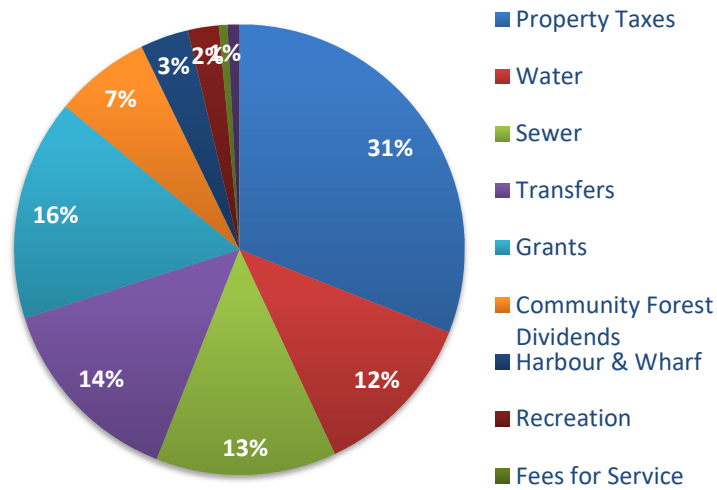
- COVID-19 has created significant impacts on revenues and cash flows.
- 0% general municipal property tax proposed
- Property tax penalty date moved to October 1st (10%)
- Many hires scheduled for 2020 have been postponed.
- Provincial School Tax reductions mandated for commercial properties.
- No business license fees for 2020.



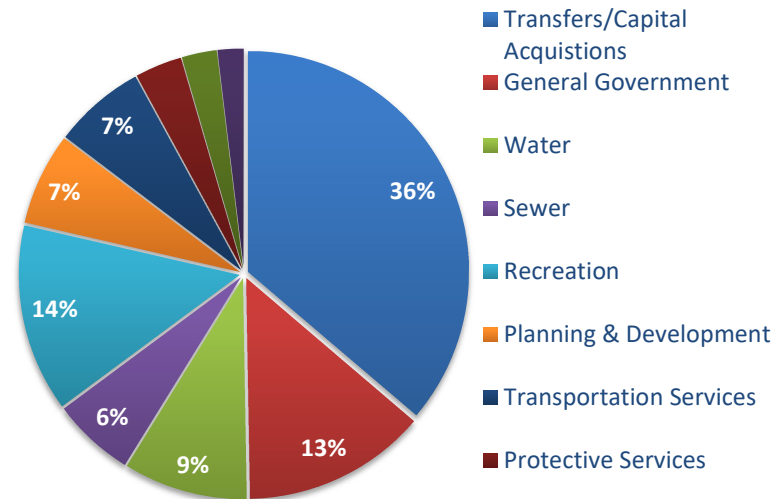
2020 REVENUES & EXPENDITURES

2020 District Budget: 10,033,744 Million

Where do our dollars come from?



How are our dollars spent?



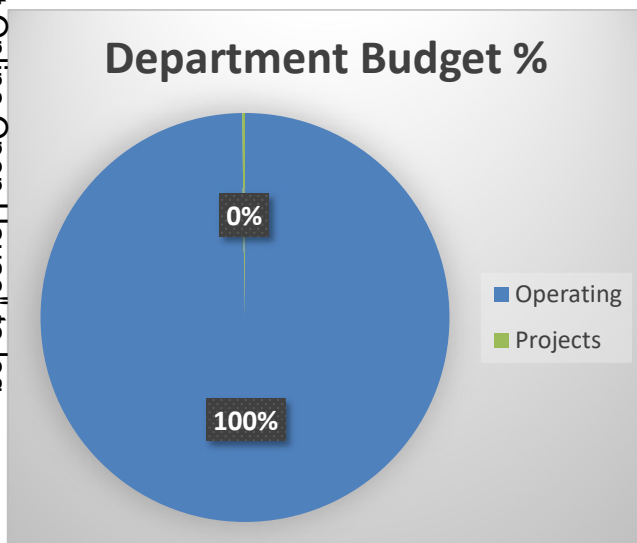
FINANCE/CORPORATE SERVICES DEPARTMENT OVERVIEW

Department Summary

2019 Budget - \$ 1,444,439

2020 Budget - \$1,352,958

Departmental Staff – 7.75 FTE



Finance Core Services

- Accounting for transactions
- Treasury
- Taxation
- Financial Planning & Budgeting
- Procurement & Purchasing
- Fiscal Management
- Support Services

Corporate Core Services

- Council & Harbour Authority Meetings
- Council Support
- Committees of Council
- Records Management
- Bylaws
- Human Resources Support
- Corporate Communications
- Information Technology - Contracted Services



FINANCE/CORPORATE SERVICES DEPARTMENT PROJECTS

2019 Completed Projects

- Strategic Plan 2019-2023 Completed
- New Budgeting Software Completion
- Webcasting Implemented
- WaterWorth Implementation

2019 Carry Forward Projects

- Bylaw/Policy Gap Analysis
- Climate Adaptation Plan Draft completion
- Ucluelet Health Centre project completion
- \$60,000

2020 Proposed Projects

- Redesign of annual report - \$3,000
- SewerWorth Implementation - \$2,700



HARBOUR AUTHORITY PROJECTS



2019 Completed Projects

- Upgrade to WiFi System - \$3,000
- Commercial Dryer - \$2,700
- Life Jacket Boards with 8 Life Jackets - \$1,200
- Parking Lot Paint - \$1,800

2020 Proposed Projects

- Harbour Master Plan - \$30,000
- New pilings at Whiskey Dock - \$44,000
- SCH Beautification - \$10,000
- Cleaning Station Education Signage - \$10,000
- Boat launch improvements - \$10,000 (Design and estimate)
- Defibrillator for SCH - \$2,000
- Harbour Master boat - \$20,000

2021 Proposed Projects

- Water's Edge gazebo walkway - \$65,000

Total: \$191,000



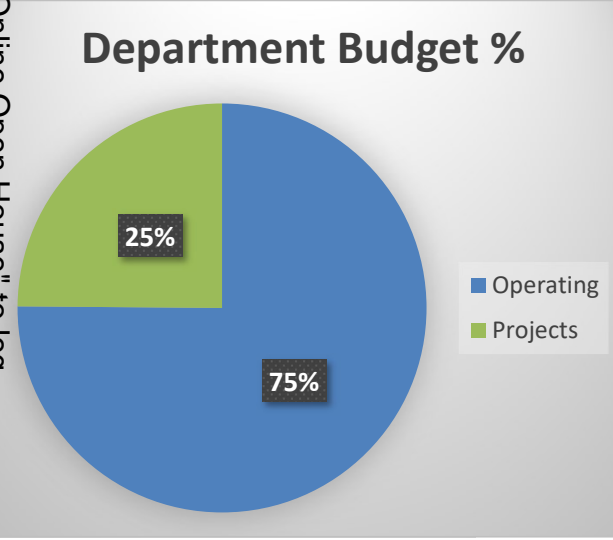
PLANNING AND BUILDING DEPARTMENT OVERVIEW

Department Summary

2019 Budget - \$584,075

2020 Budget - \$675,632

Departmental Staff – 4.25 FTE



Core Services

- Current Planning – Development Applications
- Long Range Planning (bylaw updates)
- Property Inquiries
- Land Files
- Subdivision
- Business Licensing Approvals
- Planning Public Realm projects (parks, pathways, roads, facilities)
- Building Permits & Inspections
- Bylaw Services

2020 Projects

- OCP Bylaw Adoption
- Flood Risk Assessment & Mapping - \$138,000 (grant)
- Land-Use Demand Study (w/ Tofino,) - \$25,000 (\$120,000 Total Partnership Project)
- Accessory Dwelling Units

Projects Proposed & Carry-Over to 2021

- Affordable Housing Needs Assessment (w/Tofino) - \$25,000
- Development Cost Charges (DCC) Bylaw Update - \$18,500
- Subdivision & Development Servicing Standards Bylaw - \$25,000



PARKS & RECREATION DEPARTMENT OVERVIEW

Department Summary

2019 Budget - \$1,261,885

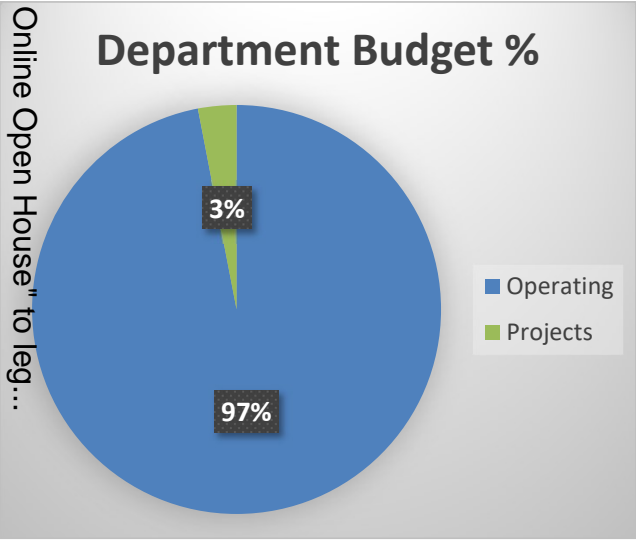
2020 Budget - \$1,379,594

Departmental Staff:

FTE + Seasonal/Summer

Core Services

- Ensuring that the community is engaged in meaningful, accessible, recreation and parks experiences that foster wellbeing of the individual, community, and natural and built environments
- Facilitating accessible Community Programming
- Facilitating Tourism Projects and Infrastructure
- Planning and Developing Parks & Green Spaces
- Ensuring beautification and infrastructure for our Resort Municipality
- Liaison and partnering with the community, community organizations and district departments to provide support and expertise with Public Realm Projects
- Asset management and operations of the Community Centre, green spaces, and other recreation facilities



RECREATION DEPARTMENT PROJECTS



2019 Completed Projects

- UCC Capacitor Spring 2020 install - \$20,000
- New Public Washroom Chamber of Commerce - \$7,000
- Wild Pacific Connector - \$225,000
(Marine Drive – He-Tin-Kis - Spring Cove)
- Heritage sign complete, install at Spring Cove - \$3,000

2020 Planned Projects

- Wayfinding - \$20,000 (RMI)
- Heritage Sign - \$3,000
- Banner Program - \$3,533 pole install



PARKS DEPARTMENT PROJECTS



2019 Completed Projects

- Alder Road Park - \$10,000 (RMI)
- St. Jacques Park - \$83,750(RMI, New Horizons)
- Edna Bachelor Park Swing Install - \$12,400
- Office at Works Yard - \$25,000

2020 Planned Projects

- Edna Bachelor - \$10,000 (carry-over)
- Aquarium Water Fountain install in May
- Wild Pacific Trail Maintenance Equipment Ebike, \$8,000
- Repair and Refurbish Roy Vickers sign



PROTECTIVE SERVICES DEPARTMENT OVERVIEW

Department Summary

2019 Budget - \$326,271

2020 Budget - \$346,130

Departmental Staff – 1 FTE, 3 PT

Core Services

- Volunteer Fire Brigade operation and administration
- Community emergency preparedness
- Emergency Social Services (ESS)
- Ucluelet Emergency Network
- Environmental programs
- Fire Training
- Fire Safety Inspections

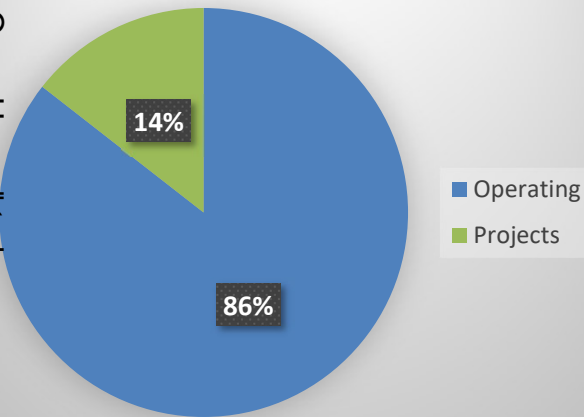
2019 Completed Projects

- Emergency Operations Centre Training and Equipment Grant
- Initiation of the Tsunami Warning System Sirens Project - \$60,000
- Amphitrite Emergency Kiosk #1 - \$63,600 for 2

2020 Planned Projects

- Completion of Tsunami Warning System Sirens (May 2020)
- Tugwell Emergency Kiosk #2 install (Spring 2020)
- Fire Hall code compliance and EOC relocation - \$8,000
- Continuation of prioritizing firefighter safety including Firefighter Air Management Program and installation of a shower in the firehall
- EOC and ESS grant applications (UBCM)
- Emergency generator for School - \$180,000 (2020/2021)

Department Budget %



PUBLIC WORKS DEPARTMENT OVERVIEW

Department Summary

2019 Budget - \$882,849

2020 Budget - \$934,439

Departmental Staff – 6 FTE

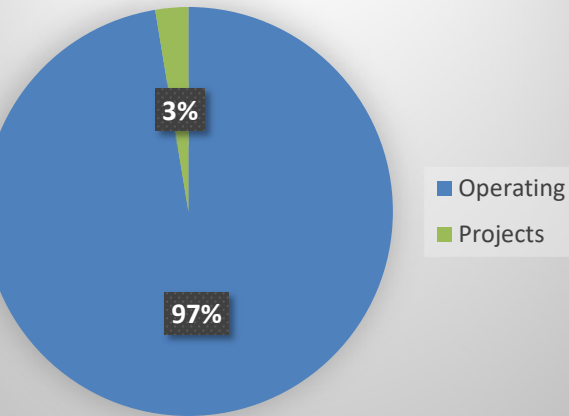
Core Services

- Maintenance of municipal roads, sidewalks and public garbage
- 24-hour emergency services for the community
- Repairs to municipal infrastructure
- Records management of municipal infrastructure and facilities
- Water and sewer systems and grounds maintenance
- Public Realm projects (parks, paths, roads, facilities)
- Data collection
- Facility maintenance
- Equipment maintenance
- Traffic Control
- Public Enquiries

2020 Planned Projects

- PW Storage Shed - \$25,000

Department Budget %

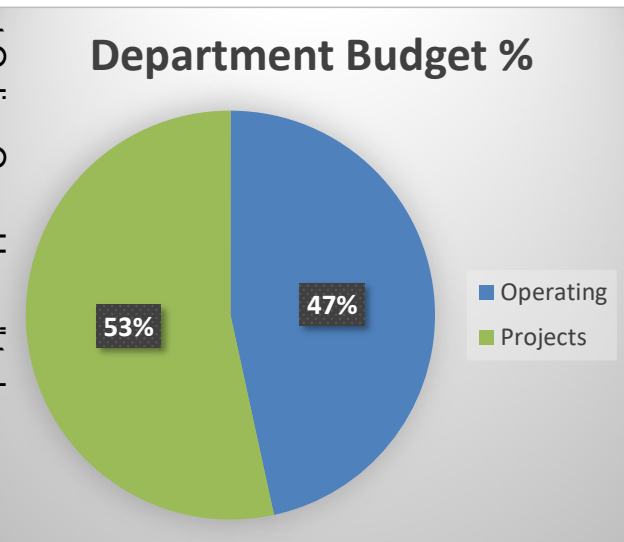


SEWER DEPARTMENT OVERVIEW AND PROJECTS

Department Summary

2019 Budget - \$1,427,680

2020 Budget - \$1,298,989



Core Services

- Testing / Monitoring
- Maintenance / Repairs / Connections
- 24 hour emergency response
- Emergency Planning
- Federal / Provincial reporting
- Facility maintenance and pump repairs
- Treatment

SEWER AND STORM PROJECTS	BUDGET	COMMENTS
Bay Street Duplex Elimination	\$530,000	Station elimination, aux power, pathway access bay to marine
Sewer Master Plan /Storm	\$90,000	Initiated 2019 carry over
Lagoon	\$25,000	Complete in March 2020
SCADA sewer	\$35,000	Carry Over
* NEW FUNDED ITEMS	\$0	

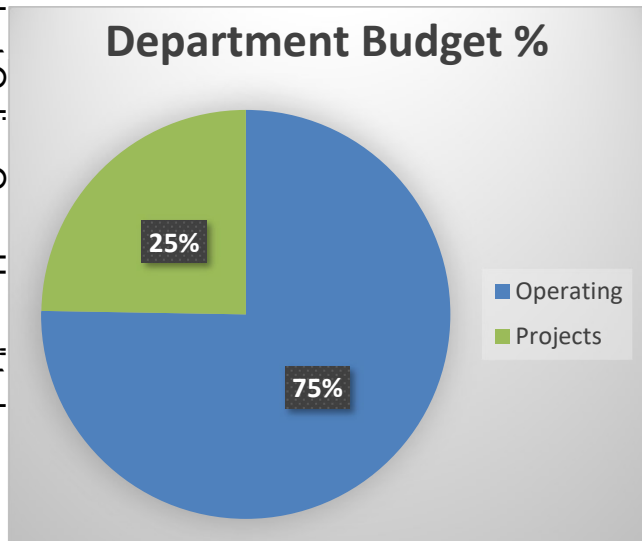


WATER DEPARTMENT OVERVIEW AND PROJECTS

Department Summary

2019 Budget - \$1,123,217

2020 Budget - \$1,211,419



Core Services

- Purveyors of Water
- Distribution and Treatment
- Testing / Monitoring / Data Collection
- Provincial Reporting
- 24 hour emergency response
- Facility Maintenance / pump repairs
- Connections / Metering
- Emergency Planning
- Flushing
- Infrastructure Repairs

WATER PROJECTS	BUDGET	COMMENTS
Matterson Reservoir Upgrade	\$30,000	Valving system control component remaining.
Well upgrade	\$120,000	Well #4 VFD install early 2020/ Well #1 VFD
SCADA Water	\$55,000	LSCA Controls (Gas Tax) carry over
New Water Filtration System*	\$8M	Funded by grant, DCC funds and user fees Next slides outline proposed project
* NEW FUNDED ITEMS	\$8M	



Grant Application Water Projects Implementation Timeline

Water Filtration Project includes:

1. Filtration at Bay Street treatment plan (2021-2022)
2. Filtration at Well Field (2023-2024)
3. 3rd Reservoir (2025)

Benefits

- All projects result in increased capacity.
- Water quality improvements to meet/exceed new Health guidelines.
- Fire system capacity improved.

Funding

- Prov/Fed CWWF grant application deadline February 26, 2020.
 - Total estimated project cost \$8M, \$6M grant and \$2M loan.
 - Costs including loan payment require 4.5% increase each year for 5 years beginning in 2021
 - Typical homeowner water bill will increase annually from \$300 to \$374 in 2025.



2020 Public Realm Projects

2019-2022 Multi-Year Projects Summary	Planning Stage	Implementation Stage	Funding Source(s)
Village Green Revitalization	2019-2020	2020 (Phase 1)	GT/RMI/G
Peninsula Road Revitalization	2019-2020	2021 (Phase 1)	GT/RMI/G
Cedar Road Parking	Complete	2020 (Phase 1)	GT/RMI
Amphitrite House	Complete	2020-2021	RMI/G/CF
Amphitrite Centre	2020	2021-2022	CF/G
Ucluelet Health Centre	2020-2021	TBD	TBD

Funding Sources

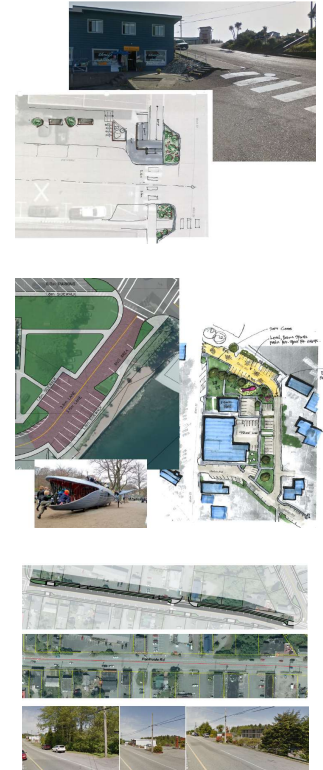
GT – Gas Tax

RMI – Resort Municipality Initiative

G – Grant

CF – Community Forest

Add "District of Ucluelet 2020 Proposed Budget Online Open House" to Top



Proposed Use of Community Forest Funds

Year	Project Allocation	Funds
2019 Approved	Tsunami Sirens	\$40,000
	Health Centre Feasibility Study	\$30,000
2020 Considerations	Amphitrite Centre	\$250,000
	Affordable Housing Funds	\$500,000
	Tugwell Community Facility	\$1,000,000
	Emergency Generator	\$180,000
Remaining Funds		\$1,000,000



POTENTIAL PROPERTY TAX IMPACT

Municipal Property Taxes for a representative property	2020 Average Market Value Assessment	2020 Average Property Tax Levy	2020 Property tax increase on a representative property
Residential Single Family	\$448,210	\$1,473.40	\$0.40
Business	\$265,569	\$2,767.23	\$0.23



2020 BUDGET PUBLIC INPUT

Due to restrictions on public gatherings related to COVID-19, the 2020 Budget Presentation will be available for public review **online**.

All budget materials are available at <https://ucluelet.ca/community/finance>

Public input can be submitted by email at communityinput@ucluelet.ca.

Submissions must be received by Thursday, May 7th at 12 p.m.

